



il Direttore

Gestione WEB

Al Presidente
Al Direttore Generale f.f.
Ai Direttori di Dipartimento
Ai Direttori di Sezione
Al Dott. Andrè HERRERO
Al Responsabile dell'Ufficio Gestione Dati
Al Responsabile del Centro Servizi per il Coordinamento delle Attività
a Supporto della Ricerca
Alla Segreteria della Presidenza
Alla Segreteria degli Organi Collegiali

Oggetto: Pubblicità atti

Si notifica in copia, come richiesto dagli uffici competenti, al fine di dare seguito alla pubblicazione, l'allegata Delibera n. 184 del 30/09/2020 – Allegato J al Verbale n. 08/2020 concernente: "Adesione dell'Istituto Nazionale di Geofisica e Vulcanologia (INGV) al Consorzio Europeo European Facilities for Earthquake Hazard and Risk (EFEHR)".

La scrivente Direzione Centrale è deputata alla mera trasmissione dell'atto.

Ad ogni buon fine, si segnala il disposto di cui all'art. 7 del d.lgs. n. 33/2013, in base al quale i documenti, le informazioni e i dati oggetto di pubblicazione obbligatoria ai sensi della normativa vigente, resi disponibili anche a seguito dell'accesso civico di cui all'articolo 5, sono pubblicati in formato di tipo aperto ai sensi dell'articolo 68 del Codice dell'amministrazione digitale, di cui al decreto legislativo 7 marzo 2005, n. 82, e sono riutilizzabili ai sensi del decreto legislativo 24 gennaio 2006, n. 36, del decreto legislativo 7 marzo 2005, n. 82, e del decreto legislativo 30 giugno 2003, n. 196, senza ulteriori restrizioni diverse dall'obbligo di citare la fonte e di rispettarne l'integrità".

Dott.ssa Alessia DI CAPRIO



Delibera n. 184/2020

Allegato J al Verbale n. 08/2020

Oggetto: Adesione dell'Istituto Nazionale di Geofisica e Vulcanologia (INGV) al Consorzio Europeo European Facilities for Earthquake Hazard and Risk (EFEHR).

IL CONSIGLIO DI AMMINISTRAZIONE

VISTO il Decreto legislativo 29 settembre 1999, n. 381, concernente la costituzione dell'Istituto Nazionale di Geofisica e Vulcanologia (INGV);

VISTO il Decreto Leg.vo 25/11/2016, n. 218, concernente "Semplificazione delle attività degli Enti Pubblici di Ricerca ai sensi dell'art. 13 della Legge 7/08/2015, n. 124";

VISTO lo Statuto dell'INGV, approvato con Delibera del Consiglio di Amministrazione n. 372/2017 del 9 giugno 2017, come modificato con Delibere del Consiglio di Amministrazione n. 424/2017 del 15 settembre 2017 e n. 501/2017 del 21 dicembre 2017, pubblicato sul Sito WEB istituzionale (Avviso di emanazione pubblicato sulla Gazzetta Ufficiale della Repubblica Italiana - Serie generale - n. 27 del 2 febbraio 2018), in particolare, l'art. 8, comma 6, lettera f), il quale prevede che il CdA *"omissis....delibera la partecipazione a società, fondazione e consorzi, nonché la stipulazione di accordi con organismi nazionali, europei e internazionali"*;

VISTO il Regolamento di Organizzazione e Funzionamento dell'INGV, emanato con Decreto del Presidente n. 36/2020 del 22/04/2020, pubblicato sul Sito WEB istituzionale e in particolare, l'art. 29 il quale disciplina le Collaborazioni con soggetti esterni, stabilendo al primo comma che: *"I rapporti di collaborazione nell'attività di ricerca tra l'Ente e soggetti pubblici e privati, italiani e stranieri sono regolati attraverso contratti aventi come riferimento di massima la seguente tipologia: protocolli d'intesa, accordi di programma quadro, convenzioni operative"*;

VISTO il Regolamento del Personale emanato con Decreto del Presidente n. 118/2018 del 14/5/2018, pubblicato sul Sito WEB istituzionale;

VISTO il Regolamento di Amministrazione, Contabilità e Finanza, emanato con Decreto del Presidente n. 119/2018 del 14/5/2018, pubblicato sul Sito WEB istituzionale;

VISTO lo schema del Consortium Agreement for the European Facilities for Earthquake Hazard and Risk, between German Research Center for Geosciences (GFZ Potsdam), Germany and l'Istituto Nazionale di Geofisica e Vulcanologia and others;

CONSIDERATO che il predetto Accordo stabilisce le linee guida organizzative e gestionali per la cooperazione delle parti nel Consorzio EFEHR e lo svolgimento



delle sue attività, i diritti e gli obblighi e il ruolo del Consorzio stesso rispetto all'European Plate Observing System (EPOS);

VISTO il parere favorevole del Direttori di Dipartimento Terremoti;

PRESO ATTO del parere favorevole dell'Ufficio Gestione Dati dell'INGV;

CONSIDERATO che l'attività da espletare rientra tra i compiti scientifici e istituzionali dell'INGV;

VALUTATA l'opportunità di aderire al Consorzio Europeo EFEHR, quale consorzio europeo, che costituisce uno dei tre pilastri dell'ERIC EPOS e raggruppa le principali istituzioni Europee in materia di pericolosità sismica e del rischio;

Su proposta del Presidente,

DELIBERA

Per i motivi indicati in premessa, l'Adesione dell'Istituto Nazionale di Geofisica e Vulcanologia (INGV) al Consorzio Europeo EFEHR, di cui allo schema del Consortium Agreement for the European Facilities for Earthquake Hazard and Risk, between German Research Center for Geosciences (GFZ Potsdam), Germany and l'Istituto Nazionale di Geofisica e Vulcanologia and others, allegato alla presente che ne costituisce parte integrante e sostanziale (all.1).

Viene dato mandato al Presidente dell'INGV alla sottoscrizione definitiva dell'atto in questione.

Letto, approvato e sottoscritto seduta stante.

Roma, 30/09/2020

La segretaria verbalizzante
(Dott.ssa Maria Valeria INTINI)

IL PRESIDENTE
(Prof. Carlo DOGLIONI)

Consortium Agreement

for the

European Facilities for Earthquake Hazard and Risk

EFEHR

between:

German Research Center for Geosciences (GFZ Potsdam), Germany	Swiss Seismological Service (SED), ETH Zürich, Switzerland
Kandilli Observatory, Boğaziçi University, Turkey	Aristotle University of Thessaloniki, Greece
University of Helsinki, Finland	Technical University of Civil Engineering of Bucharest, Romania
CSFK GGI Kövesligethy Radó Seismological Observatory, Hungary	National Laboratory for Civil Engineering (LNEC), Portugal
National Institute for Earth Physics (NIEP), Romania	National Observatory of Athens (NOA), Greece
EUCENTRE Foundation, Italy	ARSO-SEISMO Slovenia Environmental Agency (ARSO), Slovenia
Le réseau sismologique et géodésique français (RESIF), France	Institute of Geophysics of the Czech Academy of Science, Czech Republic
Institute of Earthquake Engineering and Engineering Seismology (IZIIS), North Macedonia	University of Patras, Greece
Istituto Universitario di Studi Superiori (IUSS-Pavia), Italy	Royal Observatory of Belgium - Seismology & Gravimetry, Belgium
Institute of Geophysics of I. Javakhishvili Tbilisi State University, Georgia	Norwegian Geotechnical Institute (NGI) - OffShore GeoHahazards & Dynamics, Norway

and:

Istituto Nazionale di Geofisica e Vulcanologia (INGV), (Italy)

hereinafter referred to individually as 'Party', collectively or in groups as 'Parties'

Preamble

Whereas the Parties to this agreement recognize the value of *coordinated efforts* towards the assessment of seismic hazard and risk, towards a better harmonization of data, information and knowledge as collaborative basis for the development and dissemination of models at regional, national and European levels, and towards fostering the understanding of seismic hazard and risk by all stakeholders, including scientists, the general public, insurance industry and decision makers,

Whereas the Parties to this agreement wish to establish and participate in activities to jointly guide, plan and implement this pan-European coordinated approach *in the field of seismic hazard and risk* and to this purpose wish to establish the *European Facilities for Earthquake Hazard and Risk Consortium* (EFEHR Consortium),

Whereas the Parties wish to define their rights and obligations as part of the EFEHR Consortium,

It is hereby agreed as follows:

Article 1: Parties to this Consortium Agreement

Parties to this Consortium Agreement are academic institutions, research centres, governmental offices etc. from countries within EFEHR's geographic Area of Competence as defined in the EFEHR Consortium Internal Rules (Annex 1) that have a role or mandate in the scientific and/or regulatory elaboration, assessment or evaluation of seismic hazard or risk, on a regional, national, or transnational level.

Any Party shall sign the EFEHR Consortium Agreement in its actual version.

Founding Parties of the EFEHR Consortium are all Parties that have signed the EFEHR Consortium Agreement by the date of the first General Assembly meeting.

Any addition of a new Party to the EFEHR Consortium requires the approval of the General Assembly. The accession of any new Party shall enter into force upon the date of the decision of the General Assembly of accepting that Party to the Consortium.

Any Party may withdraw from the EFEHR Consortium upon request, by giving written notice to the current Consortium chair. The withdrawing Party undertakes to complete its commitments taken up to the date of its withdrawal regarding any activities of the Consortium.

Article 2: Purpose of this Consortium Agreement

This EFEHR Consortium Agreement sets out the organizational and managerial guidelines for the cooperation of the Parties in the EFEHR Consortium and the conduct of its activities, the rights and responsibilities of the Parties, and the role of the EFEHR Consortium with respect to other stakeholders, in particular towards the European Plate Observing System (EPOS).

Article 3: Organization of the EFEHR Consortium

3.1 General Assembly

The EFEHR General Assembly comprises the EFEHR Consortium Party representatives, and thus is the principal decision-making body of the EFEHR Consortium.

Each Party of the General Assembly has one vote.

Any scientific / academic or national / international institution or body may apply for Observer status to the EFEHR General Assembly.

The EFEHR General Assembly may directly invite a scientific / academic or national / international institution or body to become an Observer to the EFEHR General Assembly.

Observers have no vote in the General Assembly, but otherwise may participate in all activities of the Consortium. Details of the Observer status (application and acceptance process) are defined in the EFEHR Consortium Internal Rules (Annex 1).

The procedures of the General Assembly are detailed in the Internal Rules.

3.2 Consortium Chair

A Consortium Chair is elected among the Party representatives in the General Assembly. The term of the mandate of the Chair is 4 (four) years, renewable once.

3.3 Consortium Secretary

A Consortium Secretary is elected, proposed by one of the Consortium Parties. The term of the Secretary is 4 (four) years and renewable.

3.4 Executive Committee

Members of the EFEHR Executive Committee are the Consortium Chair, the Consortium Secretary and 5 (five) individuals elected by the voting members of the General Assembly. The term of elected Executive Committee members is 4 (four) years, renewable once.

3.5 Other Consortium Bodies

The General Assembly may establish additional bodies of the EFEHR Consortium in accordance with the Internal Rules.

The Internal Rules of the EFEHR Consortium and its bodies are detailed in Annex 1 of this Consortium Agreement.

Article 4: Activities of the EFEHR Consortium

The EFEHR Consortium conducts, among others, the following activities:

- coordinate seismic hazard and risk assessment on a European level, including the coordination and harmonization of data, methods and scientific approaches, as well as development of best practices;
- maintain and make available the European Seismic Hazard and Risk Models (ESHM, ESRM), including the planning and coordination of further updates;
- promote coordinated research activities and a joined research and development agenda in the area of seismic hazard and risk assessment;

- promote coordinated activities e.g. with the European Committee for Standardization sub-committee CEN/TC250/SC8 related to the development of reference seismic hazard maps for Eurocode 8 'Design of Structures for Earthquake Resistance ';
- organize and provide oversight for European level services for seismic hazard and risk as part of the EPOS European Research Infrastructure Consortium (ERIC), in particular as part of the Thematic Core Service EPOS Seismology, including organization of representation of EFEHR in the EPOS Seismology Consortium and in other EPOS governance bodies where relevant;
- support scientific discussions and training of EFEHR participants as well as the wider community to improve key elements of the seismic hazard and risk assessment, supported by tools, peer-review, performance benchmarking, training events and workshops;
- facilitate exchange of information on, and develop a coordinated and harmonized approach towards, communication, dissemination and publication of seismic hazard and risk information;
- coordinate interaction with other relevant international bodies in Disaster Risk Reduction (e.g. the Sendai Framework).

Article 5: Rights and Obligations of the Parties

Each Party undertakes to participate in the efficient implementation of the EFEHR governance and the activities of the EFEHR Consortium, and to fulfil, promptly and on time, any obligation that it may be charged within the scope of its mandate in accordance with the obligation of due care binding upon it.

Each Party undertakes to notify promptly, in accordance with the governance structure of the EFEHR Consortium, any significant information, fact, problem or delay likely to affect the activities.

Each Party shall promptly provide all reasonably required information having bearings on other EFEHR activities.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

Article 6: Budget and Financial Matters

Each Party shall participate in the EFEHR Consortium activities with its own resources.

Any financial support that may be awarded to a specific EFEHR member for contributions to the EPOS infrastructure as part of an agreement with EPOS-ERIC or any other third party is in the sole responsibility of the respective EFEHR member.

Any distribution of common funds allocated to activities under the coordination of the EFEHR Consortium by EPOS-ERIC or any other third party shall be subject to a decision of the General Assembly (2/3 majority).

Any decision on activities supported by a joint budget requires all Parties that are expected to contribute to that budget be in favour of that decision by the General Assembly.

Article 7: Data and Intellectual Property Rights

7.1 General Principles

The principles and processes of handling data and intellectual property rights within the activities of EFEHR are based on the EPOS data policy (Annex 2) and in the specific EFEHR data policy and data management guidelines that will be developed and will be subject to acceptance by the General Assembly (2/3 majority). The provisions of these documents, as they may affect the EFEHR Consortium and its members, are complemented with this article.

Provisions regarding data policies, intellectual property rights, and data management pertaining to EFEHR Consortium Parties' contributions within EPOS Seismology will be detailed in the respective agreements.

When the Results are generated by the Parties within the activities of the EFEHR Consortium, the general principles of the EPOS data policy and this article shall apply.

7.2 Joint Ownership

In case of joint ownership¹: each of the joint owners shall be entitled to use their jointly generated and jointly owned research Results, whether patentable or not, for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s). Each of the joint owners shall be entitled to otherwise exploit the jointly owned research results and to grant non-exclusive licenses to third parties if the other joint owners are given prior notice and compensation.

7.3 Background

Each Party shall own and continue to own its Background and nothing in this Consortium Agreement shall transfer those rights to another Party. The Parties do not intend any other assignment of or license to Background than is explicitly provided for in this Consortium Agreement.

Subject to any third-party rights, each Party hereby grants to the other Parties, a non-exclusive, royalty-free license under the owning Party's Background to use the owning Party's Background for the purpose of carrying out the tasks under this Consortium Agreement. Furthermore, the Parties have a royalty-free, non-assignable right to use Background for further use within the activities of the EFEHR Consortium.

7.4 Results

Results shall belong to the Party or Parties generating it.

Subject to any third party rights, each Party hereby grants to the other Parties a non-exclusive, royalty-free license to use its Results for the purpose of carrying out tasks under this Consortium Agreement. Each Party shall be responsible for securing rights, to the necessary extent, to such Results from its employees, students, and/or any sub-contractors.

Article 8: Confidentiality

8.1 General Principles

¹ for a summary of joint ownership IP issues see <https://www.iprhelpdesk.eu/sites/default/files/newsdocuments/Fact-Sheet-IP-Joint-Ownership.pdf>

All information in whatever form or mode of communication, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the activities under this Consortium Agreement and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 (fifteen) calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

8.2 Obligations

The Parties hereby undertake that both during and for a period of 4 (four) years after the termination of this Consortium Agreement:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis;
- and to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine-readable form.

The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations.

Article 9: Liability

Except as otherwise specifically agreed, each Party shall only be liable towards the other Parties for direct damages, whether based on personal injury or material damage, it or the persons charged with the fulfilment of its obligations have caused through gross negligence or wilful misconduct.

No Party shall be liable to any other Party for special, collateral, incidental or consequential loss or damages such as, but not limited to, loss of profit, loss of revenue, or loss of contracts.

Each Party is liable only for its own part.

Each Party shall bear all the financial consequences of the civil liability that it incurs under civil law arising from any and all bodily injury or physical damage caused to third parties during the works carried-out pursuant to this Consortium Agreement.

The Background and the Results and/or other information disclosed by one of the Parties to any other Party pursuant to performance of this Consortium Agreement is provided “as is”, without any guarantee of any nature whatsoever.

Such Background, Results and information are used by the Parties pursuant to the Consortium Agreement at their sole expense and respective risk and, consequently, no Party may institute legal proceedings against another, in any capacity and on any grounds whatsoever, owing to the use of said knowledge and information.

Article 10: Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably within a period of 6 (six) months from the start of the first amicable discussion, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties.

The award of the arbitration will be final and binding upon the Parties.

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

Article 11: Duration of this Consortium Agreement

11.1 Entry into force

This Consortium Agreement enters into force with the establishment of the EFEHR Consortium at its initial General Assembly if at least 5 (five) parties have joined.

11.2 Expiration

This Consortium Agreement expires after 10 (ten) years, unless the General Assembly decides to extend the Consortium Agreement for another 10 (ten) year period by a 2/3 majority vote.

11.3 Termination or extension

This Consortium Agreement can be terminated by unanimous decision of all Consortium Parties. This Consortium Agreement shall terminate automatically if there are less than 3 (three) Consortium Parties.

11.4 Survival of rights and obligations

Any rights and obligations pertaining to Articles 7, 8, and 9 of this Consortium Agreement shall survive the termination of this Consortium Agreement as applicable.

Article 12: Amendment procedure

Amendment proposals may be submitted to the Consortium by any Party.

Amendment proposals shall be listed on the agenda communicated with the invitation to the Consortium.

All Annexes are an integral part of the present Agreement.

List of Annexes

Annex 1: Internal Rules of the EFEHR Consortium

Annex 2: EPOS Data Policy (Available from URL: <https://www.epos-ip.org/news-documents/documents/legal-documents>)

Parties and their representatives

AS WITNESS:

The Parties have caused this EFEHR Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signature pages.

Signature(s) _____

Name(s) _____

Title(s) _____

Date _____

Annex 1

Internal Rules of the EFEHR Consortium

Introduction

The Internal Rules of the EFEHR Consortium are Annex 1 of the EFEHR Consortium Agreement and specify further details regarding the organization and conduct of the EFEHR Consortium and its bodies.

Terms and Definitions

Party/Parties	one Party or more Parties, signatories of the EFEHR Consortium Agreement
Observer/Observers	one Observer or more Observers of the EFEHR Consortium
General Assembly	the governing body of the EFEHR Consortium

Article 1: Adoption and validity

These Internal Rules are adopted by the EFEHR General Assembly by vote, and shall be valid from the date of the vote until any valid amendment.

Article 2: Amendment procedure

Amendments to these Internal Rules may be proposed by any Party. Discussion and voting on proposed amendments shall be included in the agenda of an EFEHR General Assembly. Proposed amendments shall be made available to all Parties and Observers in writing (electronically) not later than 10 (ten) working days before the date of the General Assembly meeting where their discussion and vote is on the agenda.

An amendment is valid if it passes the vote according to the voting rules of the General Assembly (Art. 7.4 of the Internal Rules).

Article 3: EFEHR geographic Area of Competence

The geographic Area of Competence of EFEHR is the zone extending :

- westwards : up to mid-Atlantic ridge, north of 30°N ;
- northwards : up to the Arctic ocean ;
- eastwards : up to the Urals and the regions bordering the Caspian Sea, the Black Sea and the Mediterranean Sea ;
- southwards : up to the regions bordering the Mediterranean Sea.

Activities of the EFEHR Consortium shall be focused on this geographic Area of Competence. Notwithstanding, the EFEHR Consortium may conduct activities globally with regard to coordination and development of standards, best practices, or capacity building.

Article 4: Parties of the EFEHR consortium

EFEHR Consortium is an open network of institutions (Parties) with interest and competence in seismic hazard and risk assessment. It is open to any institution within the EFEHR geographic Area of Competence (Article 3) to join following the procedures defined in Article 5. Each Party is represented in the EFEHR General Assembly.

Article 5: Joining the EFEHR Consortium

Any institution that wishes to join the EFEHR Consortium as a Party after the initial and founding General Assembly shall inform the current Consortium Chair about its intentions in writing (electronically) including a letter of intent that specifies its relation to the goals of the EFEHR Consortium, together with the submission of its signature of the current Consortium Agreement, which shall constitute a valid application.

The General Assembly will vote on any open application to join the Consortium at its earliest convenience, usually at the next regular General Assembly meeting following an application or by circular resolution. An application is accepted if it passes the vote according to the voting rules of the General Assembly (Art. 7.4 of the Internal Rules).

Article 6: Leaving the EFEHR Consortium

A Party that leaves the EFEHR Consortium in accordance with Art. 1 of the Consortium Agreement shall cease to be a party of the EFEHR Consortium by the date indicated in the notice of the leaving Party. In case a Party is specifically identified as contributor to an EFEHR product or service (i.e. a product or service released by the EFEHR Consortium), this identification shall not be affected by the Party leaving the EFEHR Consortium.

Article 7: The EFEHR General Assembly

7.1 Powers of the General Assembly

The EFEHR General Assembly (GA) is the governing body of EFEHR Consortium and shall take the necessary decisions related to the Consortium, its objectives and activities.

The affairs of the EFEHR Consortium shall be supervised under the authority of the GA. To this end and without limitation of the foregoing or of its powers expressly conferred by these Internal Rules, the GA shall have power to:

- Authorize strategy on behalf of EFEHR Consortium;
- Make rules or regulations for its management;
- Create and discharge additional offices or special committees;
- Approve and terminate Parties and Observers;
- Select the Consortium Chair, Secretary, and members of the Executive Committee;
- Mandate the Executive Committee to conduct agreed activities;
- Approve agreements with other organizations and relevant bodies.

7.2 Observers

The General Assembly may invite additional members to the GA as non-voting observers. Additional members may either be individuals or institutions that are considered a highly valuable contribution to the General Assembly but not able to join as Parties.

Proposed Invitations for observer-membership to the General Assembly can be submitted by any Parties. Proposals shall be made in writing (electronically) to the Consortium Chair and shall be put up for vote at the next regular General Assembly meeting following the proposal. Invitations may be revoked by vote of the General Assembly.

7.3 Conduct of the General Assembly

A regular General Assembly meeting shall be held at least once per calendar year. An extraordinary General Assembly meeting may be held any time as required, by decision of the Executive Committee.

Date and venue of a regular or extraordinary General Assembly meeting shall be initially discussed at the previous GA meeting and finalized and communicated not later than 1 (one) month before the meeting. The initial agenda for the regular or extraordinary General Assembly meetings shall be circulated to all Parties and Observers no later than two weeks before the meeting, including in particular any voting matters.

Decisions of the General Assembly are valid if more than half of the possible voting Parties are present or have declared a valid proxy for that General Assembly meeting (quorum).

In case the quorum is not reached, the General Assembly may conduct its discussions and indicate its preferences but cannot make any decisions requiring a vote.

The General Assembly is called and chaired by the Consortium Chair, or, in her or his absence, by a designated member of the General Assembly acting on behalf of the Chair.

The Consortium Chair is responsible for the preparation of notes of the General Assembly meeting, including as a minimum all decisions taken. Draft minutes shall be circulated to all Parties within one month after a General Assembly meeting for their comments, and shall be adopted as a rule at the next regular meeting.

7.4 Voting Rules of the General Assembly

Voting members of the General Assembly are the Parties of the Consortium, each Party carrying one vote. Except where specified differently below, decisions of the General Assembly require a simple majority of votes cast. Blank and spoiled votes shall not be considered as votes cast.

The following decisions require a 2/3 majority of the votes cast:

- Amendments to the Consortium Agreement, with the exception of adding or removing a Party;
- Amendments to the Internal Rules of the EFEHR Consortium;
- Decisions regarding the distribution of common funds allocated to activities under the coordination of the EFEHR Consortium (Art. 6 of the Consortium Agreement);
- Decisions regarding any joint budget of the EFEHR Consortium.

Each Party nevertheless has a right of veto in the event that the decision would increase its financial contribution in the implementation of the EFEHR Consortium activities.

The vote of a Party may be cast personally by the Party present, or by another person attending the meeting who has been duly authorized to cast the vote for the Party, or by postal ballot to the Consortium Chair.

Unless requested by at least one Party of the General Assembly, votes are cast openly.

In justified circumstances, the General Assembly may vote on decisions remotely by appropriate electronic means that ensure the privacy and validity of the voting process. Exceptional circumstances may be decisions that are required with a deadline before the next GA meeting, where no decision may severely impact the business of EFEHR Consortium, or decisions that could not be taken at the GA meeting due to the quorum not having been reached. For any remote voting to be valid, more than half of the possible voting members must cast their vote.

Remote votes shall be announced by the Consortium Chair to all Parties and Observers at least 2 (two) weeks in advance of the voting date (deadline). A remote vote shall not be conducted if more than one third of the possible voting members object.

Article 8: Elections of the Consortium Chair, the Executive Committee and Secretary General

8.1 Election of the Consortium Chair

Candidates for the Consortium Chair can be nominated by any Party, as long as they are representatives of a Consortium Party. Candidates may also nominate themselves. A call for nominations of candidates for the Consortium Chair shall be issued to all Parties at least 3 (three) months before the election date, and nominations shall be received and published to all Parties at least 4 (four) weeks before the election date. The Consortium Chair is elected by vote of the General Assembly.

8.2 Election of the Executive Committee

Candidates for members of the Executive Committee can be nominated by any Party, as long as they are representatives of a Consortium Party. Candidates may also nominate themselves. A call for nominations of candidates for the Executive Committee shall be issued to all Parties at least 1 (one) month before the election date. Nominations can be received until the election, including at the General Assembly meeting until directly before the election. Each member of the Executive Committee shall separately be elected by vote of the General Assembly.

8.3 Election of the Consortium Secretary

Candidates for the Consortium Secretary can be nominated by any Party as long as they are representatives of a Consortium Party. Candidates may also nominate themselves. A call for nominations of candidates for the Secretary shall be issued to all Parties at least 3 (three) months before the election date, and nominations shall be received and published to all Parties at least 4 (four) weeks before the election date. The nomination consists of the candidate and a hosting institution from the Parties. The Secretary is elected by vote of the General Assembly.

Article 9: Roles and Duties of the Executive Committee

The Executive Committee of the EFEHR Consortium is responsible for the day-to-day business of the Consortium, the preparation of General Assembly meetings and the follow-up implementation of General Assembly decisions. Additional responsibilities are:

- to propose actions and monitor the implementation of decisions taken by the General Assembly;
- to compile feedback and proposed changes to the Consortium Agreement;
- to establish relevant communication channels: newsletters, social media, mailing lists etc.;
- to disseminate official output related to EFEHR activities: e.g. models and results, press releases, white papers;
- to facilitate/foster collaboration and partnership with third parties: both public and private;
- to monitor the activities of the EFEHR services, following the recommendations of the General Assembly.

Article 10: Establishment of other Consortium bodies

The EFEHR General Assembly may establish other bodies to support the conduct of its business. Any such body shall be based on a written mandate describing the scope, purpose, and working manner of that body, approved by the General Assembly.

A body may be established for a limited time period, determined by the task of that body. Such temporary bodies are called Task Forces. Task Forces shall be dissolved automatically at the end of the specified time period, unless extended by a decision of the General Assembly.

A body may be established permanently, if the task of that body is of permanent nature. Such permanent bodies are called Working Groups. Working Groups may be dissolved by a decision of the General Assembly. Task Forces and Working Groups shall regularly report to the General Assembly.

The EFEHR General Assembly may establish a Board of National Representatives (BNR) to the EFEHR Consortium, tasked to coordinate specifically the development and update of the European Seismic Hazard and Seismic Risk Models.

Article 11: Entry into Force

These Internal Rules of the EFEHR Consortium enter into force once they are accepted by vote of the EFEHR General Assembly.