



## Statutes of the Centro de Investigación Biomédica en Red Consortium (CIBER)

### Chapter I. Incorporation and purposes

#### Article 1. Nature, name and registered office

1. Pursuant to what is laid down in Article 6 of Act 30/1992, of 26<sup>th</sup> November, on the Legal System applicable to Public Administration and General Administrative Procedure, the Instituto de Salud Carlos III arranged an Agreement signed by the institutions in the consortium dated 29<sup>th</sup> November 2007, enclosed as an Appendix to these Statutes. These Consortiums were incorporated with legal personality, their own assets and capacity to act for fulfilment of their purposes, with the aim of promoting and cooperating in scientific research, development of knowledge and transfer of this to society.
2. At the meetings of the Governing Boards held in December 2012 the merger by absorption of seven Centres for Network Biomedical Research - Bioingeniería Biomateriales y Nanotecnología (CIBERBBN); Epidemiología y Salud Pública (CIBERESP); Fisiopatología de la Obesidad y Nutrición (CIBEROBN); Enfermedades Hepáticas y Digestivas (CIBEREHD); Enfermedades Respiratorias (CIBERES); Enfermedades Raras (CIBERER); de Diabetes y Enfermedades Metabólicas (CIBERDEM) - by the Centro de Investigación Biomédica en Red de Salud Mental (CIBERSAM) was approved.
3. The Consortium is attached to the Instituto de Salud Carlos III, in view of its status as promoting organisation and majority financer, and this Institute has the functions of monitoring and overseeing all its activities.
4. The Consortium shall be known as “Centro de Investigación Biomédica en Red”, hereinafter CIBER, which is to include the following thematic areas of research:
  - Bioengineering, Biomaterials and Nanomedicine, CIBERBBN
  - Rare Diseases, CIBERER
  - Respiratory Diseases, CIBERES
  - Liver and Digestive Diseases, CIBEREHD
  - Epidemiology and Public Health, CIBERESP
  - Mental Health, CIBERSAM
  - Diabetes and Metabolic Diseases, CIBERDEM
  - Physiopathology of Obesity and Nutrition, CIBEROBN



5. The Consortium shall have the status of an instrumental resource and technical service of the Instituto de Salud Carlos III, in the fields covered by its purposes, technical assistance and other measures with which it is entrusted by said body as stipulated in these Statutes.

The CIBER may be assigned tasks by means of management commissions as laid down in current legislation in the field of public sector contracting. After examining the factual conditions of the commission, the Instituto de Salud Carlos III will be the body competent to adopt the decision considered most appropriate, the CIBER not being able to refuse the assignment given.

The sum to be paid for the works, services, studies, projects and other actions carried out by means of the Consortium shall be determined by applying to the units performed the rates that have been officially set according to the cost of the service by a resolution of the Director of the Instituto de Salud Carlos III.

The consideration applicable in cases in which there is no existing rate shall also be established by a resolution of the Director of the Instituto de Salud Carlos III.

The Consortium shall not be able to take part in public tenders called by the ISCIII. In the event of no-one making a bid the ISCIII may entrust the CIBER with execution of the corresponding services.

6. The consortium shall have its registered office in Calle Monforte de Lemos no. 5 in Madrid. This may nevertheless be modified by a resolution of the Governing Board, according to any applicable legislation.

## Article 2. Purposes of the Consortium

1. The CIBER is one of the instruments available to the Central State Government to accomplish the aims established in State Strategy and in the State Plan for Scientific and Technical Research and Innovation for the 2013-2016 period, and more specifically:
  - a. To structure the System of Science and Technology in the biomedical field as a response to some of society's challenges: health, demographic change and well-being.
  - b. To incorporate the general philosophy of stable cooperative research structures as part of Strategic Action in Health.
  - c. To implement common research programmes incorporating multi-centre and corporative initiatives.
  - d. To have a common organisational framework.
  - e. To strengthen the structures of research groups in the organisations forming the consortium.



- f. To constitute the model for relations with the initiatives of structures on the European and global scales.

2. The following are specific activities of the Consortium:

- a) Carrying out joint research, development and innovation programmes in the thematic areas described in Article 1.4.
- b) Helping to solve healthcare problems connected with said areas.
- c) Promoting participation in nationwide research activities and particularly the ones included in the European Framework Programmes for R+D+I and in Horizon 2020.
- d) Promoting the transfer and economic exploitation of results of research processes towards society and in particular to the production sector in order to increase its competitiveness.
- e) Promoting the publicising of its activities and the training of competitive researchers in the field of each specific area of research.

3. The Governing Body may extend the purpose of the Consortium to others directly connected with the basic aim of the organisation and which do not contradict the Statutes of the Consortium.

Article 3. Effective term

The Consortium shall have unlimited duration, with no detriment to the fact that its dissolution may be resolved in the terms laid down in Article 47 of these Statutes.

Chapter II. Governing, management and advisory bodies

Article 4. Governing and management bodies

1. The following are governing and management bodies of the Consortium:
  - a. The Governing Board
  - b. The Scientific Directors of each thematic area of research.
2. The Governing Board shall act in Plenary Sessions and as a Permanent Commission. For purposes of these Statutes, any references made to the “Governing Board” shall be understood to refer to its action in a plenary session.
3. Hereinafter, for purposes of these Statutes, any references to the “Scientific Director” shall be exclusively restricted to the functions held in each thematic area of research.

Article 5. The Governing Board

1. The Governing Board shall be made up of three representatives of the Instituto de Salud Carlos III and an institutional representative for each of the institutions in the consortium, designated by their senior authorities. In any cases of absence or illness, and in general on any justified grounds, the members of the Governing Board shall be substituted by the persons expressly delegated their representation by the consortium institutions. No member of the CIBER research groups shall be allowed to be a representative by delegation of the consortium institution.
2. The Governing Board shall be made up of three representatives of the Instituto de Salud Carlos III and an institutional representative for each of the institutions in the consortium, appointed by their senior authorities. The President of the Governing Board shall be entitled to veto any strategic agreements in the economic field covered in sections f), g) and p) of Article 6.1, pursuant to his or her status as promoter of the consortium and as laid down in Article 1.3.

Unless expressly designated by the President, the Vice-President of the Governing Board shall be the Assistant Director General for Cooperative Research and Networks Centres of the Instituto de Salud Carlos III, who shall stand in for the President in any unavoidable absence. The Vice-President shall carry out the functions entrusted to him or her by the President.

3. The Managing Director of the Consortium shall be the Secretary of the Governing Board. He or she shall certify, with the President's approval, the content of the records, documents and resolutions of the Governing Board, being entitled to represent the CIBER Consortium before public notaries in order to notarise resolutions or certifications of minutes, and shall safeguard the internal documents of the Consortium.
4. Members of the Governing Board shall start to exercise their functions after having expressly accepted the post in writing from the Secretary of the Governing Board, who shall certify to this.
5. Members of the Governing Board shall perform their duty on an unremunerated basis, with no detriment to their right to be refunded for any duly justified expenses which they may have to defray through carrying out their duties in the post.
6. Any members of the Governing Board holding this status through their position shall withdraw when they cease to hold the post for which they are linked to the Consortium.
7. Institutions to which the research groups selected in the calls made for this purpose by the Instituto de Salud Carlos III belong shall join the CIBER, and consequently the Governing Board, in the same conditions as the others.

8. The resolutions of the Governing Board and of the Permanent Commission shall be adopted by the weighted voting system depending on the number of groups of each institution forming part of the CIBER. The Instituto de Salud Carlos III, as promoting body and main source of financing, shall have 41% of the total votes.

In any event, the State Bodies at the CIBER shall have 67% of the votes. The qualified majority of two-thirds of the members present shall be required in order to adopt the resolution envisaged in section c) of Article 6.1.

9. The Scientific Directors and the Managing Director of the CIBER shall form part of the Governing Body, with speaking but not voting rights

#### Article 6. Functions of the Governing Board

1. The following are functions of the Governing Board:

- a. To designate the members of the Governing Board who are to form part of the Permanent Commission.
- b. To designate and appoint the members of External Advisory Scientific Committees.
- c. To approve any reform of the Statutes of the Consortium.
- d. To propose the dissolution of the Consortium.
- e. To set the criteria for the scientific and technological policy required for accomplishment of the CIBER's purposes. This Scientific Policy must be consistent with the Scientific Policies of the organisations in the consortium.
- f. To approve the Strategic Plan in the form of a Pluriannual Action Plan every four years or when any Sectorial Initiative is got under way in Biomedical Research and Health Sciences.
- g. To approve the Consortium's Annual Report and its Annual Action Plan.
- h. To approve the conditions of any applicable contracts with the management, scientific and administration staff in accordance with current legislation.
- i. To annually approve the staff policy and the remuneration system, including trainee staff, for which purposes it shall take into account where applicable the limitations set for personnel employed by Public Administration.

- j. To approve the policy to be implemented by the CIBER with regard to scientific-technological infrastructures.
  - k. To analyse the measures proposed by the External Advisory Scientific Committees.
  - l. To approve cooperation agreements with the institutions in the consortium.
  - m. To approve the linkage agreements covered in Articles 28 and 29 of these Statutes
  - n. To approve any agreements entailing an expense commitment for the CIBER coming to a value of 300,000.01 euros or more, on condition that said agreements are admissible according to what is laid down in current legislation in the field of public sector contracting.
  - o. To approve the creation of research programmes and the modifications of these.
  - p. To approve the budget and the annual accounts of the Consortium.
  - q. To represent the Consortium in all kinds of relations, acts and contracts and in respect of the Spanish State, foreign states, autonomous communities, provinces, municipalities, authorities, centres and branches of the Administration, National and International Courts or Arbitration Courts, in exercising all the rights, actions and procedures in which the Consortium is a party.
  - r. To authorise contracts for works, services and supplies and any others which it might arrange for fulfilment of its purposes, on condition that the sum involved in these is equal to or over 300,000.01 euros.
  - s. To exercise the procedures, actions, and exceptions of any form and with any jurisdiction that it may deem fit, as well as any appeals and claims of any kind which may be of use for better defence of the rights and interests of the Consortium.
  - t. To grant powers of attorney or delegate its functions.
  - u. As a general rule, any other function not expressly assigned to any other body and any other functions that may be determined by Law, provided in these Statutes or stem from their implementation.
2. The President of the Governing Board may request any economic, scientific or organisation document of the CIBER from the Scientific Directors and/or the Managing Director for its presentation to the Governing Board and/or the Instituto de Salud Carlos III.

3. The president of the Governing Board shall have sufficient faculties for representation of the institution in implementing the powers attributed to the Governing Board, in respect of third parties and in all the fields and levels of the Administration, including the judicial domain.

#### Article 7. Adoption of resolutions and operation of collegiate bodies

1. The Governing Board shall annually hold two ordinary meetings, with no detriment to any extraordinary meetings which may be called. The call for the meeting must be made with at least fifteen days prior notice before the date set for holding this. For the body to be validly constituted and for purposes of holding sessions, discussions and passing resolutions, the presence of the President and Secretary or where applicable the persons standing in for these shall be required, as well as at least half plus one of the members of the Governing Board or proxies delegated by them, as established in Art. 5.1.
2. Any resolutions adopted and meetings held by videoconference or by multi-party telephone call shall be valid on condition that none of the members oppose this procedure, that they have the media required for this and recognise each other, which shall have to be stated in the minutes of the meeting and in the certification of the agreements which is issued. In this case the meeting shall be considered unique and held at the headquarters of the Consortium.
3. As a general rule, resolutions shall be valid when they have been adopted by the majority of the members present at the meeting. With no detriment to the above, the voting system established in Article 5.8 of these Statutes shall be applicable to passing resolutions.
4. The Governing Board shall meet as an extraordinary session when this is called by the President or requested by one third of the members. The call for the extraordinary meeting shall have to be made at least 72 hours in advance.
5. Calls for meetings of collegiate bodies shall necessarily include the agenda, and no matter not appearing on this may be the subject of any resolution, unless all the members of the collegiate body are present or represented and the matter in question is declared urgent and required to be included in the agenda by the favourable vote of the majority.
6. The Agenda shall be set by the President of the body taking into account the proposals received from the other members belonging to this prior to the call for the meeting.

7. The secretary shall draw up minutes for each session held which shall state the persons attending, the agenda for the meeting called and where applicable any points added, the resolutions and how these were adopted, along with a brief summary of the debates, if there were any. The minutes may be approved at the end of the meeting, at a later one or also by means of individual notifications to each person attending, in which case it shall have to be reported at the following meeting how these were approved.
8. The operating rules stated in Chapter II of Title II, Articles 22 to 27, of Act 30/1992, of 26<sup>th</sup> November, on the Legal System applicable to Public Administration and General Administrative Procedure shall be complementarily applicable.

Article 8. Assignment of representation and of the status of consortium member in cases of transferring the Principal Investigator from one centre to another.

1. In the event of a CIBER Principal Investigator or Research Group ceasing to have a relationship with the organisation originally in the consortium or being transferred from a centre, the process for assigning the representation and status of consortium member shall be got under way.
2. The Principal Investigator, the organisation in the consortium and the receiving organisation shall submit proposals for assignment and acceptance to the Permanent Commission for their analysis and later submission to the Governing Board.
3. The assignment of representation and of the status of organisation with consortium membership shall only be applicable when reasons involving opportunity or usefulness making it advisable for the research group to remain at the CIBER can be appreciated.
4. After receiving a favourable report from the Permanent Commission the Governing Board shall resolve on the assignment of the legal representative of the research group, and in this case, where applicable, on the status as member of the CIBER consortium, between Stable Public Cooperation Agents, according to the definition given for these in the resolution on the call for the consortium.

Article 9. The Permanent Commission

1. The Permanent Commission shall be made up of the Vice-president of the Governing Board, and eight members representing the institutions with consortium membership on the Governing Board. In any event the delegation of proxies to another member of the same Institution in the consortium shall be allowed, as laid down in Art. 5.1.



The members of the Permanent Commission may be annually renewed by the procedure approved by the Governing Board.

The Scientific Director/s of the Consortium shall form part of the Permanent Commission, with speaking but not voting rights, as established in the agenda for the meeting, as well as its Managing Director, who shall act as secretary.

2. The Permanent Commission shall meet at the call of its President, of the Scientific Director or at the request of at least four of its members. The requirements for calls, media, quorum and adopting agreements shall be the same ones as established for the Governing Board.
3. As an exception, for urgent matters of the Permanent Commission which do not allow an ordinary call, the resolutions adopted shall be valid with no need to hold an attended session when none of the members oppose this procedure. For this purpose a vote sent by electronic mail shall be valid, on condition that an advanced electronic signature of each member is used and that this is done within five days from when the vote is requested at the electronic mail address given in this. In the event of this type of signature not being available the vote shall be sent in PDF format by electronic mail and in the same period of five days, the signed original vote shall be sent by express mail or Courier to the secretary of the Permanent Commission. In these cases the session of the Permanent Commission shall be considered as a single event and held at the Consortium's headquarters and on the date when the last vote issued is received.

#### Article 10. Functions of the Permanent Commission

The Permanent Commission shall have the following functions:

- a) To monitor the implementation of any decisions adopted by the Governing Board.
- b) To monitor the budget execution of the CIBER.
- c) To approve the agreements to be entered into by the CIBER. When the agreement entails an expense commitment for the CIBER equal to or over 300,000.01 euros it shall pass on the proposal for its approval by the Governing Board, on condition that said agreements are admissible in accordance with what is laid down in effective legislation in the field of public sector contracting.
- d) To approve agreements with other institutions outside the consortium when these are necessary for carrying out projects.
- e) To approve and, where applicable, pass on to the Governing Board, the proposals presented by the Scientific Directors, when this body has to ratify them.
- f) To draw up the Budgets, the Accounts and other required reports for their submission to, and approval by, the Governing Board.

- g) To authorise the contracts for works, services and supplies and any others that it might arrange for fulfilment of its purposes, on condition that the sum involved in these is equal to or over 150,000.01 and under 300,000.01 euros.
- h) To authorize the creation of databases of personal data and their registration with the Spanish Data Protection Agency.
- i) In urgent cases or where necessary the Permanent Commission may make any decisions which are necessary for the proper progress of the CIBER's activities, except for those which cannot be delegated according to current legislation, and which have to be submitted for ratification by a plenary session of the Governing Board.
- j) Any tasks delegated to it by the Governing Board.

#### Article 11. The Scientific Directors of the CIBER

1. The Scientific Directors of the CIBER shall be scientists of well-known prestige in the areas of research of the CIBER, with experience in carrying out and managing research projects. Each Scientific Director shall act within the individual functions attributed to him or her by these Statutes.
2. They shall be appointed by the President of the Governing Board, after hearing the opinion of the Governing Board, and - in the event of belonging to an institution in the consortium, with its approval - for a period of four years, extendible one further year by an agreement of the parties or when their successor is designated. The procedure for renewal of the post will be established by the Instituto Salud Carlos III. Continuity in the tasks of Scientific Management shall be subject to the annual assessment of the performance of these duties and/or the continuity of the CIBER, and/or to the continuity of the research area.
3. At the proposal of each Scientific Director, the President of the Governing Board may appoint Assistant Directors of the CIBER, to exercise the functions that the Directors entrust them with. Continuity in the performance of Assistant Management shall be subject to the annual assessment of the performance of this work and/or to the continuity of the CIBER.
4. The Scientific Managements of the CIBER and, where applicable, the Assistant Managements shall be incompatible with the management of another institution with legal personality and/or with the full-time management of healthcare and academic institutions, public research bodies or bodies of similar nature to the above.

The Scientific Managements of the CIBER and, where applicable, the Assistant Managements, shall not under any circumstances receive any salary payment from the CIBER, with no prejudice to their right to be refunded for the duly justified expenses entailed for them by carrying out their duties; except in cases in which the Scientific Management, or Assistant Management is carried out on an exclusive basis, in which case the CIBER

and the professional in question shall come to a mutual agreement on the economic conditions and terms for the latter's joining the Consortium.

## Article 12. Functions of the Scientific Directors

1. The Scientific Director of each area of research shall have the following functions, as laid down in Articles 4.3 and 11.1 of these Statutes:
  - a) To direct the scientific work in their area of research in the CIBER, for which he or she shall answer to the Governing Board and the Permanent Commission.
  - b) To present the proposals for action with regard to the scientific, teaching and research policy of the CIBER to the Governing Board, after examining a report from the External Advisory Scientific Committee in question and with a favourable report from the Permanent Commission, and to implement the agreements adopted for this purpose by the Governing Board and the Permanent Commission.
  - c) To draw up the proposal for Annual and Pluriannual Action Plans and present it to the Permanent Commission for this to later pass this on to the Governing Board, and after being approved by the latter, to direct its performance.
  - d) Along with the Managing Director, to present the annual budget to the Permanent Commission for its approval prior to presentation to the Governing Board.
  - e) To propose to the Governing Board the infrastructures policy of the CIBER, as well as the proposal for operating rules for the technical services.
  - f) To propose to the Permanent Commission the appointment of the Coordinators of research programmes and Coordinators of the teaching programme.
  - g) To distribute the resources among the different research programmes under way at the CIBER, in cooperation with the Managing Director, according to the criteria established by the Governing Board.
  - h) To inform the Governing Board and the Permanent Commission of the results of the programmes of research and of the projects forming these.
  - i) To inform the Technical Assessment Commission on the performance of the groups in accordance with the objectives of their programmes.
  - j) To submit to and inform the Permanent Commission of the proposals for the scientific agreements and any Linkage Agreements prior to signing these.

- k) To prepare the draft annual report on scientific activities.
- l) To propose the general criteria on policy for scientific staff and trainee staff.
- m) To inform the Governing Board and the Permanent Commission on the creation of research programmes and changes in the attachment of the groups to these.
- n) Any other function with which it is entrusted by its Governing Board, its President and/or the Permanent Commission.

#### Article 13. Support and advisory bodies

- 1. The following are support and advisory bodies for the governing bodies:
  - a. External Advisory Scientific Committees
  - b. Management Committees

#### Article 14. External Advisory Scientific Committees

- 1. Each thematic area of research shall have an External Advisory Scientific Committee.
- 2. External Advisory Scientific Committees shall be the bodies for support and general scientific evaluation of the Governing Board, made up of scientists of special international relevance in the sphere of health sciences with distinguished professional or scientific careers in line with the objectives of the Consortium.
- 3. Each External Advisory Scientific Committee shall be made up of a President, elected by the President of the Governing Board, after hearing said Governing Board's opinion, and at least four members, appointed by the Governing Board.

The duration of the President's post shall be an extendible term of four years. The other members shall have an initial term of two years, extendible later on for variable periods of time.

The members of each External Advisory Scientific Committee shall designate their Vice-President and Secretary from their members.

- 4. The Committees shall meet at least one a year, also being able to be called by their President at their own initiative or at the request of the number of their members which may be defined.

5. The members of the External Advisory Scientific Committees shall perform their duties free of charge with no prejudice to their right to be refunded for any properly justified expenses meant for them by the post and the per diems to which they are titled for performing their duties, in the terms laid down in State legislation, represented by Royal Decree 462/2002, of 24<sup>th</sup> May, on compensations for service.

Article 15. Functions of the External Advisory Scientific Committee in its thematic area of research in the CIBER:

1. The External Advisory Scientific Committee of each of the thematic research areas shall inform and advise the Governing Board on the characteristics of scientific and technical research in the national and international spheres and its possible impact on the CIBER's operation.
2. It shall also perform the following functions:
  - a) To advise on directives of scientific policy and institutional relations to be followed by the CIBER.
  - b) To examine and inform on the proposal of the Strategic Plan, the proposals for Annual Scientific Reports and Annual Action Plans.
  - c) To inform on the appropriateness of programmes, resources and capacities for the purposes of the Consortium.
  - d) To advise on the strategy for transfer of results of research.
  - e) To advise on the policy for incorporating scientific staff.
  - f) To inform on the creation of research programmes.

Article 16. Management Committee

Each thematic research area shall have a Management Committee, presided over by the Scientific Director, which shall be made up of the Assistant Director, where applicable, the coordinators of research programmes, the coordinator of the Teaching Programme and the Managing Director of the Consortium.

Article 17. Functions of each Management Committee

1. The Management Committee of each thematic area shall have the following functions:
  - a) To advise and support the Scientific Director in carrying out his or her duties.
  - b) To take part in the preparation, development and execution of the programmes passed by the Governing Board.
  - c) To ensure coordination and cooperation between the different research programmes of the CIBER.

- d) To guarantee integration and consistency between the scientific activities and the management of the CIBER.
- e) To advise the Director on the policy for scientific-technological infrastructures of the CIBER.
- f) To inform the Director on the performance of the groups in the programmes.
- g) To advise the Scientific Director on the preparation of the general criteria for staff and trainee staff policy.

### Chapter III. Structure of scientific activity

#### Article 18. Research programmes.

1. Each thematic research area is structured in research programmes. Research programmes are the set of scientific activities aligned towards common objectives considered in the Action Plans. These programmes are thus the central cores of the CIBER's work.
2. Activities in the programmes shall be carried out by the research groups sharing lines and objectives. The association of at least three groups will be required to set up a programme.
3. In each research programme there shall be a coordinator proposed by the Scientific Director of each of the thematic areas of research, appointed by the Permanent Commission, from the researchers of the groups belonging to said programme. Continuity in the tasks of programme Coordinator shall be subject to the annual evaluation of the performance of these tasks and/or the continuity of the CIBER.
4. As well as the representation functions of the programme, coordinators shall carry out the following functions:
  - a) To coordinate the tasks of each programme as well as the projects and activities carried out by the research groups which form this, and to promote regular meetings with the Group Leaders.
  - b) To submit the Action Plan for the programme which has to form part of the Annual Action Plan and of the Pluriannual Action Plan and which shall be subject to the approval of the Permanent Commission.
  - c) To act as the channel for relations between the management bodies of the CIBER and the research groups.
  - d) To carry out the technical-scientific follow-up of the work in the programme and assume responsibility for fulfilment of its Work Plan.

#### Article 19. Research groups and researchers

1. Research groups are the basic units for doing the work of the CIBER programmes in each area and are made up of researchers, support technicians for research and trainee staff.
2. Each researcher shall be attached to a single research group recognised in each programme.
3. Research groups shall be represented at the Programme Committee by the Group Leader.

#### Article 20. The Programme Committee

1. There shall be a Committee in each programme, presided over by the Coordinator, which shall be made up of the groups involved in its development, including the training programme, which shall be coordinated by a Teaching coordinator.
2. The programme Committee shall be the body for participation of the groups in the scientific-technical work of the CIBER.
3. The Committee shall propose to the Scientific Director, through the Coordinator, any measures that it may deem fit for the better development of the scientific activities and especially the Pluriannual Action Plan.

#### Article 21. Research projects

1. The application for research projects shall either be a matter for the CIBER, or the institution in the consortium.
2. The Permanent Commission shall approve the agreements with other institutions not members of the consortium when these are necessary for carrying out projects.

#### Article 22. Scientific-technical and research-support services

1. After hearing the relevant Management Committee's opinion, the Scientific Director shall pass the operating rules for the CIBER's own services, in each of the thematic research areas. It shall also promote the adoption of agreements with the institutions which take in research groups belonging to the CIBER. These agreements shall govern the system for use of technical or scientific services of the hosting institution and establish the appropriate economic compensations to cover any direct and indirect costs which are meant by hosting these groups.
2. The infrastructure policy of the CIBER must be approved by the Governing Board.

3. The technical and human resources assigned to the specific technical support activities set up by the same CIBER shall also form part of the CIBER services.

#### Chapter IV. Administrative management bodies

##### Article 23. The Managing Director

1. The Managing Director shall be appointed by the President of the Governing Board, with the favourable report of the Permanent Commission, after hearing the opinion of the Scientific Directors. The CIBER shall enter into the proper contract for functional purposes with said Managing Director. The duration of said contract shall be four years, extendible by agreement of the parties and according to legislation applicable in this area.
2. Continuity in the Management tasks shall be subject to the annual appraisal of the performance of these duties and/or the continuity of the CIBER.

##### Article 24. Functions of the Managing Director

1. The Managing Director shall perform the following functions:
  - a) To draw up and formulate the annual accounts and present these along with the President of the Permanent Commission prior to passing these on to the Governing Board.
  - b) To draw up the preliminary project for annual budgets.
  - c) The administrative management of the CIBER budget.
  - d) The economic control of the projects and activities of the CIBER, especially to ensure optimum performance as regards quality, service and cost.
  - e) To order payments and invest any cash surpluses in line with the Code of Conduct of non-profit-making institutions for making temporary investments in the Stock Market field approved by the National Securities Market Commission.
  - f) To organise the accounts and govern the administration of the Consortium and draw up its economic and financial reports.
  - g) To draw up and submit to the Permanent Commission the quarterly reports on follow-up of the CIBER's budget execution.
  - h) The proper execution of the administrative tasks of the CIBER.



- i) Responsibility for staff management.
- j) To call the processes for staff selection, taking on and dismissing any staff working for the CIBER, the authorisation of per diems and travel for staff, as well as for third party contributors to the Consortium, all in accordance with the human resources policy annually approved by the Governing Board.
- k) To keep a permanently updated list of the groups and staff belonging to these forming the CIBER.
- l) Jointly with the President of the Permanent Commission, to authorise the works contracts, for services and supplies and any others that might be arranged for fulfilment of its purposes, on condition that their quantity is equal to or higher than 50,000.01 euros and under 150,000.01.
- m) To authorise and sign any contracts for works, services and supplies and any others that might be arranged for fulfilment of its purposes on condition that the sum involved in these is equal to or under 50,000.00 euros. To sign contracts for any lower amounts after these have been authorised by the competent body in each case.
- n) Any other function of theirs which he/she is entrusted with by the Governing Board, its President, the Permanent Commission or the Scientific Directors.
- o) The Managing Director of the Consortium shall act as Secretary of its collegiate bodies.

Article 25. Economic-financial management of projects financed by competitive external funds.

1. The economic-financial management of any projects financed by competitive external funds which are jointly undertaken will either be handled by the CIBER, or one of the institutions in the consortium.
2. The CIBER and the institutions in the consortium will decide prior to presenting the project and by common agreement on the parties' obligations, the assignation of economic resources and the procedure for economic management of these projects, as well as the assignment and/or ownership of any inventory-classifiable material which might be acquired.

Article 26. Ownership of the research and publications

1. The rights generated by CIBER's own staff belong to the CIBER.
2. Any rights generated by the staff attached to the institutions in the consortium shall belong to the institution member of the consortium.
3. In both cases any agreements between the CIBER and the institution in the consortium shall determine each party's share in the rights.
4. All the scientific publications on the activities carried out at the CIBER must make express mention of this, as well as stating the researchers and the centre to which they belong.

## Chapter V. Institutional Relations

### Article 27. Cooperation agreements with institutions in the consortium

In order to ensure better development of the research programmes, the CIBER will promote the adoption of cooperation agreements with the institutions in the consortium which the research groups form part of.

### Article 28. Linkage Agreements with Institutions in the National Health System

1. After examining a report from the relevant Scientific Director and with a favourable report from the Permanent Commission, the Governing Board may create a link between the CIBER and the clinical research groups from the centres of the National Health System whose association is required for undertaking CIBER programmes by specific agreements.
2. These Agreements may establish the financial conditions for participation in the CIBER.

### Article 29. Other Linkage Agreements

1. After examining a report from the relevant Scientific Director and with a favourable report from the Permanent Commission, the Governing Board may link its research programmes to other institutions carrying out research not included in the definition of stable Public Cooperation Agent from the call of the CIBERs, to join these by Linkage Agreements.
2. These Linkage Agreements shall not be able to entail any financing by the CIBER for said groups, but shall have exclusively scientific and not financial scope.

## Chapter VI. Staff system

### Article 30. Staff

The Consortium shall be made up of the Consortium's own scientific, technical, management and trainee staff and staff attached to the CIBER.

### Article 31. Selection of its own staff

1. The Consortium shall be able to contract the staff referred to in the previous article on an employment basis for accomplishment of its purposes by means of objective procedures respecting the principles of announcement, equality, merit and capacity, within the established programme and in accordance with the personnel policy and remuneration system annually approved by the Governing Board.
2. The CIBER's own scientific staff shall be contracted in accordance with the currently effective model of research staff's professional careers.
3. Selecting and contracting staff in the Consortium shall be done with respect for the general principles regulating the personnel policy in the General State Administration. The staff taken on by the Consortium shall under no circumstances be understood to be at the service of the institutions in the consortium.

### Article 32. Attached staff

1. The staff at the institutions in the consortium attached to the CIBER shall keep their rights and duties established in the applicable rules and remain in the same administrative and employment situation as they had at the institution from which they came.
2. The tasks carried out by attached staff shall for all purposes have the status of CIBER's own activity and/or that of the institutions in the consortium insofar as these are focused on CIBER descriptors.
3. The staff attached to the CIBER from the institutions in the consortium shall functionally depend on the Consortium, with respect to the research and development work corresponding to the CIBER research plan consistent with its founding objective, keeping their organic dependence on the bodies from which they come, and with what is regulated in Article 26 of these Statutes being applicable as regards submitting projects and ownership of articles.

### Article 33. Incorporation of new groups

1. New research groups shall be able to join the CIBER by means of a public call made by the Instituto de Salud Carlos III. This call shall be in line with the Strategic Plan submitted by the Scientific Director for each thematic area of research and be approved by the Governing Board. Incorporating the aforementioned groups shall be consistently performed so as to add value to the performance of the research programmes.
2. The principle of competitive tenders shall be observed in public calls for new groups to join, with the exception of the Linked Groups referred to in Articles 28 and 29 of these Statutes.

## Chapter VII. Assessment

### Article 34. Technical Assessment Commission

1. Assessment of the CIBER's research work, both overall by thematic research area and on the programme level, shall be carried out by a Technical Assessment Commission, regulated by the Order of 9<sup>th</sup> January 1998 (State Gazette of 21<sup>st</sup> January), as established by the Regulatory Conditions and the resolution of the call for aid of the Instituto de Salud Carlos III by means of which these stable cooperative research structures are financed. Assessment of groups will be done by each Scientific Director and Management Committee, in accordance with the directives issued by the Technical Assessment Commission.
2. Overall evaluation as well as appraisal of programmes shall be performed every two years by means of a procedure which will include objectives regarding structure, processes and results. The evaluation of groups shall be done on an annual basis.
3. The Technical Assessment Commission of the Instituto de Salud Carlos III, with the cooperation, where applicable, of the National Agency for Assessment and Forecasting, shall perform the assessment of each thematic research area of the CIBER, of the Programmes and groups, considering their scientific production, which includes not only the scientific publications but also training and mobility activities, for translation and transfer. It shall also appraise the alignment of the groups' activity with the research programmes of the CIBER, the usefulness and consistency of the CIBER's strategic activity with regard to social needs and the current state of research in this area, as well as the CIBER's own capacity for recruiting resources.

4. The Technical Assessment Commission shall assess the work done by Scientific Directors, Assistant Directors, where applicable, and by the Managing Director and Programme coordinators.
5. The Technical Assessment Commission shall submit a report to the Instituto de Salud Carlos III in view of the result of the assessment made, the reports of the Scientific Directors and of the External Advisory Scientific Committees. In consideration of this report and after hearing the Governing Board, the Director of the Instituto de Salud Carlos III shall make any appropriate decisions with regard to the continuity of the groups, of their bodies and CIBER financing.

#### Article 35. Removal of groups

CIBER research groups may be removed in the following cases:

1. As a result of the assessment process laid down in Article 34. In this case the Director of the ISCIII shall decide on the exclusion of research groups, taking into consideration the reports of the Scientific Director and the relevant Management Committee, and after hearing the Governing Board's opinion.
2. The removal of research groups may similarly be due to a grounded decision of the Governing Board or a decision of the Institutions in the Consortium, after informing the President of the Governing Board.
3. Procedure for removal of groups. In both situations (35.1 and 35.2), the ISCIII and the Institution in the Consortium involved shall establish the procedure for removing the groups affected.

In this procedure the institution in the consortium shall be heard at the centre where the affected group is located.

The institution in the consortium shall lose membership status when all the research groups which it represents are excluded.

#### Chapter VIII. Economic and financial system

##### Article 36. Incorporation or participation in commercial companies

Incorporating or investing in commercial companies shall require the prior authorisation of the Governing Board, which shall pass on the proposal to the Instituto de Salud Carlos III for its decision.

##### Article 37. Assets

1. Because this is an institution with its own legal personality, the Consortium shall be the owner of any assets which are incorporated in this in that status and the beneficial owner on a usufruct basis of any goods which are assigned to it by the institutions in the Consortium.
2. The Assets of the Consortium may be made up of all kinds of goods and rights able to be economically valued, with no further limitations than the ones established in law.
3. Goods and rights may be contributed to the Consortium on an assignment of use basis without this entailing any transfer of ownership, in accordance with the legislation applicable in each case.
4. Assets will be reflected in the inventory which will be reviewed and approved annually by the Governing Board. Any goods able to be registered shall be entered in the relevant registers. Any public funds and commercial securities shall have to be deposited at a financial establishment.
5. The Consortium shall be able to acquire, own, administrate and dispose of its property subject to the norms applicable to the public sector.
6. Any property which might be contributed by the institutions in the consortium or linked institutions shall not be considered assets of the consortium if its ownership has not been conveyed.

#### Article 38. Acquisition of goods

1. The CIBER may acquire moveable goods, but not real estate.
2. In any event, with regard to any purchases of goods from subsidies received, the provisions of Articles 31.3 and 31.4 of the General Subsidies Act of 17<sup>th</sup> November 2003 must be taken into account in connection with the system for acquisition and use of goods.

#### Article 39. Contracting system

What is laid down in currently effective legislation in the field of public sector contracting shall be applicable as regards the contracting system.

#### Article 40. Economic resources

The economic resources for accomplishing the Consortium's aims shall consist of:

- a. Subsidies or other public law contributions.
- b. Contributions made by the institutions in the consortium.

- c. The contributions that may be obtained as a result of or consideration for research work, technical assistance or consultancy which may be provided.
- d. Private law income.
- e. Any other income or consideration which is authorised by current legislation.

#### Article 41. Budget and Action Plan

1. In the last three months of each financial year the Governing Board shall approve the Annual Budget for income and expenditure and an Action Plan, which shall reflect the objectives and activities that it intends to put into practice in the following financial year. The Governing Board shall not be able to delegate this function to other bodies in the Consortium.
2. The Action Plan shall contain information identifying each of its own activities and commercial activities, the estimated expenses for each of these and the income and other resources expected, as well as any other indicator which enables the degree of fulfilment of each activity or the degree of fulfilment of the objectives in the report to be verified. An estimate of the statement of settlement of the Budget for the current year shall be submitted along with the Action Plan and the Budget.
3. The Secretary of the Governing Board shall issue a certification, with the President's approval, of the resolution approving the Action Plan and the Budget and of the list of members of the Governing Board attending the session.
4. The Secretary of the Governing Board shall be liable for the safekeeping of the document reflecting the Action Plan and the Budget and of the certificate mentioned in the previous point.

#### Article 42. Accounts books

The Consortium shall necessarily keep a daily journal and stock book and annual accounts, as well as any that the Governing Board considers fit for arranging and undertaking its activities properly and for appropriate supervision of these.

#### Article 43. Annual Accounts

1. The annual accounts shall be submitted with the content established in the General Budget Act and the General Accounting Plan applicable to this type of institutions. These will have to be drawn up within three months from closing the financial year and shall be submitted for an external audit. The financial year shall coincide with the calendar year.

2. The annual accounts shall be passed by the Governing Board in at most six months as from the close of the financial year, without being able to delegate this function to other bodies of the Consortium.
3. The annual accounts shall be signed on all their pages by the secretary of the Governing Board, with the President's approval.
4. The annual accounts and the audit report will be accompanied by a certification of the approval resolution of the Governing Board in which it states the application of the profit or loss, issued by the secretary with the president's endorsement, accrediting their identity by any legally accepted form for presenting documents to administrative bodies. Any members of the Governing Board who so wish may request their vote to be stated in said certificate. The list of those attending the meeting at which these were approved, signed by all of these, shall also be enclosed.
5. The secretary of the Governing Board shall be responsible for the safekeeping of the document reflecting the annual accounts and the certification mentioned in the previous point.
6. As regards the Economic and Financial System of the Consortium, this shall abide by what is laid down in General Budget Act 47/2003, and its implementing legislation, insofar as this is applicable.

#### Article 44. Description of the activities in the Report

1. The Report on activities shall be made up of the Economic Report and the Scientific Report.
2. The description of the activities in the Report shall identify and quantify the Consortium's overall action, as well as each of the activities. It shall have to contain the information established for this purpose by the General Budget Act and the General Accounting Act applicable to this kind of institutions and the details needed in order to establish:
  - a) The identification of the activities with their name and physical location. For each of the activities identified the following points shall be specified:
    - i. The economic resources used for its performance, separating the transfers to amortisation and provisions from other expenses stated in the profit and loss account. In turn any acquisitions of fixed assets made during the year shall be reported.



- ii. Human resources, grouped by the following categories: attached staff and its own staff, separated in the last case into personnel on the payroll and personnel with a service contract.
    - iii. The ordinary income obtained in the financial year.
  - b) Identification of any cooperation agreements signed with other institutions, giving a monetary value to the flow of goods and services arising.
  - c) Total resources obtained during the financial year, as well as their source, distinguishing between returns and other income stemming from assets, service-rendering, subsidies from the public sector, private contributions and any other case.
  - d) Debts contracted and any other financial obligations assumed by the Consortium.
  - e) Total resources used in the financial year.
  - f) Degree of fulfilment of the Annual Action Plan, stating the causes for deviations.
3. The income and expenditure mentioned in this article shall be determined according to the principles, rules and criteria established in the adaptation rules of the General Accounting Plan applicable to these institutions.
  4. A detailed inventory of the assets items shall be attached to the Report, to be drawn up in accordance with the rules for adaptation of the General Accounting Plan applicable to these institutions.
  5. The Scientific Report shall be presented to the Governing Board in the standard form approved by the Instituto de Salud Carlos III.

#### Article 45. External Audit

1. The Instituto de Salud Carlos III, as main financing institution and promoter of the CIBER, may designate an external auditor.
2. This external auditor shall perform the functions assigned to it by the Instituto de Salud Carlos III and any auditing and economic-budget supervision tasks that legislation applicable to the CIBER ascribes to auditors.
3. The Instituto de Salud Carlos III shall inform the Governing Board in writing of the decision made and the designation of the auditor, where applicable. The sum of the contract and the expenses stemming from carrying out this monitoring function shall be for the account of the Consortium, for which purpose a proper regulatory agreement shall be signed.

## Chapter IX. Withdrawal right of the institutions in the consortium and dissolution of the consortium.

### Article 46. Withdrawal right of the institutions in the consortium

1. The institutions in the consortium may withdraw from the CIBER at any time.
2. The right of withdrawal shall have to be applied by means of an instrument made known to the Governing Board, in which it shall have to state the infringement giving rise to the withdrawal, the formulation of a prior request for compliance and the elapsing of the period allowed for complying with this after the request.
3. Implementing the right of withdrawal shall lead to dissolution of the consortium unless the other members agree by a vote of the members of the Governing Board to continue and at least two Authorities or two institutions or public bodies connected with, or depending on, more than one Authority remain in the consortium.

As an exception to the above, if the right of withdrawal is exercised by the Authority to which this is attached, this shall imply the final dissolution of the Consortium.

4. The following rules shall be applied when exercising the right of withdrawal does not entail the dissolution of the consortium:
  - a) The withdrawal quota due to the party exercising their withdrawal right shall be calculated in accordance with the share in the balance resulting from the net worth that would have pertained to them if liquidation had taken place, taking into account the distribution criterion laid down in Article 47 of the Statutes for this purpose. Withdrawal quota shall be considered to mean the one that would have been due to the party in question in the liquidation.  
The Consortium shall agree to the form and conditions in which payment of the withdrawal quota shall be made, in the event of this proving to be positive, as well as the form and conditions of payment of the debt corresponding to the person using their right of withdrawal if the quota is negative.  
Withdrawal from the Consortium shall become effective after determining the withdrawal quota, in the event of this proving positive, or after paying the debt, if the quota is negative.
  - b) If the Consortium were attached, as laid down in the law, to the Authority which has made use of its right of withdrawal, the Consortium shall have to determine to which of the remaining Authorities or institutions or public bodies

associated with or depending on an Authority remaining in the consortium it becomes attached, applying the criteria laid down in the Law.

#### Article 47. Dissolution and liquidation of the consortium

1. The CIBER Consortium shall be dissolved by a resolution of the Governing Board with its reasons for this, either through fulfilment of its statutory purposes, or through legal or material impossibility to fulfil its objectives, or if the Authority to which it is attached exercises its right to withdraw from the Consortium.
2. The dissolution of the consortium shall give rise to its liquidation and termination.
3. The Governing Body shall appoint an administrator for these purposes. Failing any agreement on this, the administrator shall be the Managing Director of the Consortium.
4. The administrator shall calculate the liquidation quota due to each member of the consortium in accordance with the share to which they are entitled in the balance resulting from the net worth after liquidation, taking into account as distribution criteria both the percentage of contributions made by each member of the consortium to its funds and the financing granted each year. If any of the members of the consortium had not made contributions through not being obliged to do so, the distribution criterion shall be the participation in its income which it might where applicable have received for the time it remained in the consortium.
5. The consortium shall agree to the form and conditions in which payment of the liquidation quota shall be made in the event of this proving positive.
6. The institutions in the consortium may unanimously agree to the global assignment of assets and liabilities to another legally appropriate institution in order to ensure the continuity of the work being done and to attain the objectives of the consortium that is being liquidated.

Single final provision. Entry into force.

These Statutes shall come into force on 1<sup>st</sup> January 2015.