



**Virtual Institute for Artificial Electromagnetic Materials and  
Metamaterials – METAMORPHOSE VI A.I.S.B.L.**

**INTERNAL REGULATIONS**

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**THE PRESENT DOCUMENT SETS OUT THE INTERNAL REGULATIONS WHICH IMPLEMENT AND SPECIFY THE PROVISIONS OF THE ARTICLES OF ASSOCIATION OF THE A.I.S.B.L. VIRTUAL INSTITUTE FOR ARTIFICIAL ELECTROMAGNETIC MATERIALS AND METAMATERIALS (WITH AN ACRONYM "METAMORPHOSE VI") (HEREINAFTER, "THE ASSOCIATION") WITH REGISTERED OFFICE AT \_\_\_\_\_ AND ALSO REGULATE THE DAY-BY-DAY ACTIVITIES OF THE ASSOCIATION AND OF ALL OF ITS BODIES.**

## **1. Association's Resources Sharing**

### **1.1 Human resources**

The Association's human resources may notably include:

- a) personnel employed directly by the Association,
- b) personnel employed by the Member organizations and participating in the Association activities on a voluntary basis,
- c) personnel partly reimbursed by the Association, subject to an agreement between the Association and the Member,
- d) personnel of the Member organizations who work on research projects organized and managed by the Association.

Personnel paid by a Full member or an Associate Member of the Association (hereinafter "Member"), such as personnel b), c) and d) will remain employees of those Members. The Association can issue only recommendations concerning the work of those persons.

Personnel paid by the Association will report to the Board of Directors and to the Association General Assembly.

The Members should ensure that their personnel will work towards the Association goals subject to the agreements (including confidentiality obligations) made between the respective Member and the Association.

The following human resources reimbursed or paid by the Association in full or in part will be commonly required for the proper functioning of the Association (this list is to be revised and approved by the Board of Directors within the budget limitations accepted by the General Assembly for each calendar year):

A. Secretary - carries out all the day-to-day activities and supports the President, the Secretary General and the Board of Directors in all their Association activities and duties.

B. Website administrator - provides all technical management and content management of the website, administration of all e-communication, support for the website and newsletter users, etc.

Except for the Association's own personnel, participating researchers and teachers operate on a voluntary (not-reimbursed from the Association) basis unless a separate permission has been granted by the Board of Directors. Members provide (yearly) lists of persons from their institutions who will participate in the Association activities.

## 1.2 **Non-human resources**

The Association has its own equipment needed for the project management work.

The equipment purchased by the Association with its own funds is the property of the Association and is a part of its assets. It is possible to regulate the transfer as a free-of-charge lease of the equipment to a Member, following a decision by the Board of Directors.

## 1.3 **Association distributed work**

The Association is a body with distributed resources. Efficient work and resource usage will be done with the help of the Association web portal and all kinds of electronic communication. Technical features and functionality of the web portal and communication facilities are determined by the Board of Directors.

# 2. **Association's Research Activities**

## 2.1 **Preamble**

The Association's Members are willing to provide access to their facilities and equipment and get access to the facilities of other Members, forming a collaborative European Facility.

The resources remain the property of the owner. The owner has a sole responsibility and discretion for allocating and scheduling usage of the facilities and equipment.

Access to and the use of facilities are subject to a prior written agreement between the owner and the user(s). The agreement shall set forth the costs and the scope of work to be performed, including deliverables.

One of the aims of the Association is to support researchers doing outstanding science in a safe environment. To this end, the Association will manage a collaborative European facility (the "Facility") accessible to all its Members. The Facility may also be made available to external organizations such as universities, industrial laboratories and national laboratories through peer-reviewed proposals and on principles defined by the General Assembly in each particular case.



The Association Members will provide:

- access to state-of-the-art equipment and laboratories for synthesis, fabrication, characterization, and simulation of metamaterials and related materials and structures
- access to skilled personnel to support users and maintain equipment
- a scientific programme that provides leadership in metamaterials science and technology.

This Internal Regulation addresses the policies and procedures for user access to the Association Facility.

## 2.2 Association's research general operational regulations

The Members will make their metamaterials research resources available to the Association on a not-for-profit basis. Where appropriate, the Members shall adopt measures to facilitate access to their equipment and facilities in order to strengthen cooperation. Such measures should notably simplify administrative procedures.

The Association's resources made available by partners may notably include:

- Computing facilities
- Fabrication facilities
- Characterization facilities
- Research material and data

Members shall take all the reasonable precautions to comply with the health and safety procedures and to protect the environment, and shall abide the health and safety regulations and requirements of the facilities.

Members will provide each other with copies of materials intended for publication of information generated from this collaboration for review and comment prior to submission for publication, which the collaborating partner should review within 45 (forty-five) days.

Exploitation of data and/or products obtained from the Association data/facilities or of a Member without appropriate permission or acknowledgement, including possible compensation, may represent misuse of intellectual property.

The charge for the use of facilities is set by the owner on a not-for-profit basis to recover the actual cost of the core operations and maintenance.

The charge for the use of Members' facilities by a non-member institution is decided by the owner according to his own rules.

### **3. Association Research coordination principles**

#### **3.1 Research Road Map**

The Association's General Assembly constantly develops and updates Research Road Map (RRM) in the area of artificial electromagnetic materials (metamaterials). The RRM serves the Association Members in their research for the medium and long term perspective and the Association Board of Directors in setting priorities for Association resource usage. RRM discussions and changes can take place at the Association Research Meeting organized by the Association at least once a year. The Association Members define RRM priorities taking into account available funding opportunities in the short and medium term.

#### **3.2 Coordination of research projects within the Association**

Coordination of the European research in metamaterials will be conducted via coordination of the research projects initiated, prepared and managed by the Members according to the Association RRM.

Such coordination is expected to result in:

- ✓ Reorganization of the metamaterials research among the partners (Europe)
- ✓ Avoiding possible duplication of resources and efforts
- ✓ Research with reduced cost (through sharing and efficient usage of existing resources)
- ✓ More effective targeting of available funding (which might otherwise be spent in duplicating effort) to get new resources and infrastructure
- ✓ Highest quality research within the areas defined by the RRM.

#### **3.3 Decision making mechanism in Association research coordination**

##### ***Formation of research project proposals within the Association***

The Association works towards structuring and reorganizing the metamaterials research within Europe along the directions set by the RRM. This will be achieved by preparing a number of joint research project proposals to meet the goals defined by the RRM. The Board of Directors shall appoint the Projects Management Team as well as the Research Teams which will propose and discuss these projects. The selected Research Teams will later work together to prepare project proposals and work on approved projects. The Project Management Team shall convene the Association Research Meetings.

##### ***Management structure of the projects***



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The project proposals can be at the national, European or international level. In certain circumstances the Association may act as the official coordinator or as a management contractor or subcontractor in the framework of project proposals. The partners in the project can be selected during the Association Research Meetings, on the basis of their scientific and technical expertise. The Projects Management Teams and Research Teams will help to define the partners that will work on the proposed projects.

If the involvement of a Member is envisaged to be very limited (such as usage of certain equipment), this Member may become a sub-contractor for this project. The teams will be established to optimize resources (no duplication) and this will result in a reorganization of metamaterials research within Europe.

***Non-disclosure agreement principles within the project proposals and the Association members***

While the project proposal *ideas* may be openly discussed during the Association Research Meetings (Association members who attend the meetings agree not to disclose the content of the research project proposal ideas), *detailed planning* of the actual proposal is restricted to the partners within that project. The Members which are partners of the proposed project will conclude between themselves a non-disclosure agreement. Members will ensure that their personnel shall not use the other Members' original ideas disclosed in the Association meetings in their own proposals without permission of the originator.

***Continuous search for possible projects***

One of the Association's activities is to promote the metamaterials research within Europe along the directions set by the RRM. This is to be achieved by working with the national and international funding organizations. The Association will promote the importance of the metamaterials research in these organizations. This is expected to result in calls for proposals (e.g. within EC Framework Programmes) on topics defined within the RRM.

Besides the Association-initiated project calls, the Projects Management Team and the Members should search continuously for national and international calls for projects that are related to the metamaterials research as defined within the RRM.

Members agree to inform the Projects Management Team whenever they learn of the announcement (or possible announcement) of such calls.

***Project proposal submission***

The Projects Management Team and the Members partners within project proposals to be co-ordinated by the Association may decide to initiate projects that are within the scope of a relevant call. These Association co-ordinated project proposals (prepared before the calls) will ensure the rapid establishment of each project team. The involved Members work together to prepare the full proposal.



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If requested by the co-ordinating Member, the Association will seek the assistance of professional proposal writers during the preparation of the project proposal.

#### ***New project proposals***

For certain calls, all of the Association co-ordinated projects (which are prepared earlier) may be outside the scope of the call. Hence, there may be a need to prepare a new coordinated proposal. Once such a call is identified, the Projects Management Team will announce an Association Research Meeting (on-line or physical) where the involved Members will discuss possible project topics.

Once a project is identified, the co-ordinating Member and the Projects Management Team will work together to finalize the project partners. The partners will then prepare the project proposal under the auspices of the Association. The non-disclosure agreement for such new projects will follow the same format as that for proposals prepared prior to the announcement of the calls.

#### ***Association acting as the Co-ordinator***

The Association can act as a “super-partner” with access to substantial technical resources, which were determined through the agreements by the Association Members. The Association will therefore have the European Facility which can not be surpassed by any other consortium that may submit a project in this area. This European Facility consists of equipment along with theoretical simulation and analysis capabilities of the Members.

#### ***Project budget and Association Budget***

As the co-ordinator of the project, the Association charges all of its eligible management costs to the project.

#### ***Association research projects and Association resources***

The Association resources will be used in accordance with the principles described in Section 2 of this document. Details of such usage have to be agreed before the submission of the project proposal, such that the Member who is preparing the proposal can assume that all remaining Members are willing to have their equipment used for the projects. This will be a very important advantage while shaping the technical content of the project proposal.

#### ***International research projects by an Association-Member outside the Association-coordination***

There is no rule stating that all projects from a Member have to be co-ordinated by the Association. The Members can initiate independent projects and can participate in consortia with institutions outside the Association. However, the Members and their personnel participating in the Association proposals cannot submit proposals that substantially overlap with the Association proposals without prior agreeing with the Association. Otherwise, the Board of Directors will ask the General Assembly to excluded such partners from the Association.

#### ***National research projects and the Association members***





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A Member can be the co-ordinator or a partner of a national project. The Association will offer appropriate in-kind assistance to the Member to prepare national project proposals. Appropriate parts of the European Facility of the Association will be put at the service to the national project. National projects can be pre-evaluated by the Association on a basis that includes excellence, value for money and international relevance with the aim of improving proposal quality.

#### **4. Association European doctoral PROgrammes on METAmaterials (Association - EUPROMETA)**

##### ***EU Doctoral programmes on metamaterials***

The Association develops and supports EU Doctoral Programmes on Metamaterials (“EUPROMETA”) as one of its key activities. External organizations can participate in EUPROMETA upon approval by the General Assembly. An agreement among Members on EUPROMETA shall be set out in a separate document.

##### ***EUPROMETA Steering Committee***

At least three quarters of the members of the Steering Committee of the EUPROMETA shall be formed by Members of the Association. The Convenor of the EUPROMETA shall be a Full Member of the Association.

##### ***Content and activities of the EUPROMETA***

Content should be agreed with the Association General Assembly.

##### ***Finances***

The budget for the EUPROMETA falls within the overall Association budget.

##### ***Information and communication support***

The EUPROMETA will have its own dedicated web pages linked to and accessible via the main Association web portal. Association communication infrastructure like newsletters, web conferencing facilities, forum, and on-line educational facilities can be used for the purposes of the EUPROMETA.

##### ***Promotion***

The Association will promote the EUPROMETA via all available means, including but not limited to: the production of flyers, booklets, posters and other publicity material.

##### ***Other EU Schools and PhD programmes***

The Association will work towards high standards in EUPROMETA being in constant contact and cooperation with other EU School activities and PhD programmes.

##### ***Co-operation with non-members***

Non-members of the Association that are members of the Consortium of EUPROMETA must sign a non-disclosure agreement related to the EUPROMETA, for productive cooperation and open sharing of ideas with Association Members within the EUPROMETA. The non-members have the right to participate in preparing the EUPROMETA budget proposals for the Association Board of Directors..

## 5. Mobility of Researchers in the Association

The Association will promote and facilitate researchers' exchange and mobility. The objectives of researchers' mobility within the Association will include but is not limited to:

- providing support for implementation of the RRM.
- creating a critical mass of expertise in the priority areas defined by the Association
- foster joint research, training and project activities by means of personnel exchange
- transfer knowledge to industry and the wider community.

Subject to availability of financial resources, the Association will operate grant schemes to support short-term mobility of researchers. The grants will be aimed at concentrating resources on high priority co-operative research topics as defined by the Association Governing Bodies, and with a particular emphasis on supporting the formative stages of the new collaborative projects. The schemes will be administered by the Association Board of Directors or nominees.

Where possible, the Association will participate in EU Marie Curie actions and seek sponsorship from other sources to support mobility of researchers affiliated to the Association.

### Association Conference

The Association holds an annual international conference, the **International Congress on Advanced Electromagnetic Materials in Microwaves and Optics Artificial Materials for Novel Wave Phenomena or METAMATERIALS Congress** (the "Conference").

The Conference is managed by the Steering Committee.

The Board of Directors appoints for three consecutive editions the Chairman of the Steering Committee among the institutional members of the VI. The Chairman of the Steering Committee selects the other members of the Steering Committee. The Steering Committee may include non-members of the VI, but for less than a half of the total number of the members. The Steering Committee proposes and selects conference locations and manages the congress organization and its finances, reporting to the Board of Directors and the General Assembly. The Steering Committee appoints the General Chairman (who is the local chair of the Organizing Committee), the Scientific Advisory Committee, and the TPC Chairman.

The TPC Chairman proposes candidates for the TPC, who are experts in their fields and may represent

different areas within the domain of the Conference. The Steering Committee approves the TPC composition.

The General Chair receives advice and guidance from the Steering Committee and reports to it. The General Chair proposes candidates for the General Co-Chair (if deemed appropriate) and the Local Organizing Committee. The Steering Committee approves the Local Organizing Committee composition. The Local Organizing Committee, chaired by the General Chairman, is responsible for all on-site arrangements and logistics before, during, and after the Congress.

The VI undertakes to be responsible for: handling the papers submitted to the Congress; collecting Congress registration fees; and setting up and maintaining the Congress web site. Possible financial surpluses from the Conferences will be credited to the Association budget. Any financial losses incurred by the Conference will be absorbed by the Association. Sufficient reserves in the Association budget will be built up and, if necessary, insurance taken to ensure long-term financial sustainability.

## **7. Other Dissemination Activities**

It is envisaged that the Association will organize different kinds of events like courses, workshops, schools, etc. besides the Conference to disseminate Association's research results to academia, industry and the general public more widely.

Possible financial surplus from the dissemination events organized by the Association will be credited to the Association budget. Any financial losses incurred by such events will be absorbed by the Association. Sufficient reserves in the Association budget will be built up and, if necessary, insurance taken to ensure long-term financial sustainability.

## **8. Intellectual Property Rights**

### **8.1 General principles**

8.1.1 The Members of the METAMORPHOSE Virtual Institute ("Association") hereby agree to respect their and the Association's individual Intellectual Property Rights ("IPR"). Each Member shall have sole discretion to decide on the disclosure and use of proprietary and confidential information owned by that Member, and the sole discretion to decide on IPR protection of any materials and/or information

(background or foreground IP) owned by it, unless there are in place, on a case-by-case basis, specific written agreements stating otherwise. For the avoidance of doubt, agreement of these internal regulations by each Member does not imply the transfer and/or assignment of any IPR whatsoever owned by the Member to the other Members or to the Association.

8.1.2 In order to secure the safe disclosure and/or exchange of confidential and/or proprietary information (“Confidential Information”) between Members for the purposes of planning and/or implementing jointly-executed research projects, the recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under any project-specific agreement, for a period of five (5) years after the end of the jointly-executed research project:

- not to use such 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 of the disclosing Member;
- to ensure that internal distribution of Confidential Information by the recipient shall take place on a strict need-to-know basis; and
- to return to the disclosing Member 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. If needed for the recording of ongoing obligations, the recipients may however request to keep a copy for archival purposes only.

The recipients shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the jointly-executed research project and/or after the termination of their employment with the Member concerned.

The above shall not apply to disclosure or use of Confidential Information, if and in so far as the recipients can show that:

- the Confidential Information becomes publicly available by means other than a breach of the recipients’ confidentiality obligations;
- the disclosing Member subsequently informs the recipients that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the recipients without any obligation of confidentiality by a third party who is in lawful possession thereof and under no obligation of confidentiality to the disclosing Member;
- the disclosure or communication of the Confidential Information is foreseen by provisions of a project-specific agreement;
- the Confidential Information, at any time, was developed by the recipient(s) completely independently of any such disclosure by the disclosing Member; or
- the Confidential Information was already known to the recipients prior to disclosure.

8.1.3 The recipients shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of a jointly-executed research project as with their own confidential and/or proprietary information, but in no case less than reasonable care.

8.1.4 Each Member shall promptly advise the other Member in writing of any unauthorised disclosure, misappropriation or misuse by any person of Confidential Information as soon as practicable after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

8.1.5 If any Member becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:

- notify the disclosing Member; and
- comply with the disclosing Member's reasonable instructions to protect the confidentiality of the information.

8.1.6 Where the exchange relates specifically to materials or samples for internal research use, a material loan/transfer agreement may be required.

## **8.2 IPR ownership in jointly-executed research projects**

8.2.1 It is acknowledged and agreed that the clauses of this section can only be guidelines since the terms and conditions of IPR ownership are dependent on the terms of specific research grants or contracts awarded to the Association and/or its Members. For the avoidance of doubt, the terms and conditions of such grants or contracts shall always take precedence over the terms and conditions contained in the statutes of the Association.

8.2.2 Nothing contained in this Agreement or any licence agreement pertaining to jointly-executed research shall affect the absolute and unconstrained rights of each Member in all inventions, discoveries and intellectual property (including proprietary and confidential information) contained in its pre-existing know-how ("Background IPR").

8.2.3 Each Member of the Association shall own the IPR to data and results generated by it under any jointly-executed research project ("Foreground IPR") and shall be responsible for securing ownership of such Foreground IPR from its employees, students and other agents.

8.2.4 In the event that the Association wishes to exploit commercially any Foreground IPR created in a jointly-executed research project, the Association shall enter into a licensing agreement with the Member owning this Foreground IPR, providing that such Member is free and reasonably able to do so. Such a licence shall provide for a royalty and/or other appropriate form of remuneration which is

fair, non-discriminatory and reasonable, and shall contain other fair and reasonable terms and conditions.

8.2.5 The Association's General Assembly may consider and introduce rules of protection for the Foreground IPR owned by the Association at any stage of the Association's existence. The scope of this protection will vary according to the type of IPR (e.g., copyright; industrial property such as patents, industrial designs, utility models).

8.2.6 In the event that any of the Members have jointly generated Foreground IPR such Foreground IPR shall, unless otherwise agreed in writing by the relevant Members, be jointly owned by such Members in accordance with the inventive contribution made by each Member to such Foreground IPR. Joint owners of Foreground IPR shall agree in writing between them on who shall be responsible for the timely prosecution and maintenance of all such Foreground IPR and the Member that is nominated to be so responsible shall be entitled to charge the other joint owners with a percentage of the costs of so doing as agreed between the joint owners. In the absence of any agreement to the contrary between joint owners, the costs shall be shared pro rata to their shares in the jointly-owned Foreground IPR.

8.2.7 For the avoidance of doubt, it is specified that the laboratories "Laboratoire de Génie Electrique de Paris" and "Institut d'Electronique Fondamentale" are Joint Research Units led by several research entities and represented by the Université Paris-Sud. With respect to Foreground IPR that is generated by these laboratories in conjunction with another Member, the share of Université Paris-Sud under Clause 8.2 may be shared between the leading entities of these laboratories.

### **8.3 Use of Foreground IPR**

8.3.1 In order to use its own Foreground IPR, a Member, or the Association itself may wish to have access rights to Foreground IPR owned by another Member participating in a jointly-executed research project. In such instances the owner of the Foreground IPR shall grant to such Member (or the Association where appropriate) a non-exclusive licence to use such Foreground IPR for that purpose, subject to the agreement of appropriate terms in relation thereto, including a royalty and/or other appropriate form of remuneration which is fair, non-discriminatory and reasonable, notably taking into consideration the respective financial, intellectual and technical contributions of the Members concerned to the development of the Foreground IPR, the expenses incurred in securing intellectual property protection thereof and the costs of its commercial exploitation, the scope of the licence and such use of Background IPR that the owning Member is free and reasonably able to grant, and that is required to use the Foreground IPR concerned. Access rights to such Foreground IPR shall be limited in duration to a period of two (2) years from the completion date or termination date of the research project concerned.



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8.3.2 With regard to joint inventions, the Members (or the Association where appropriate) owning such inventions agree to co-operate fully in the protection of such joint inventions. Each Member concerned shall be entitled to make commercial use of such joint inventions subject only to negotiating a licence in good faith from the other concerned Member(s) for its interest in such joint inventions on similar terms to those set out in Clause 8.2 above. Each concerned Member concerned shall be entitled to use the joint invention for non-commercial purposes such as teaching and further research.