

Statute of the Interuniversity Centre of Bioengineering of the Human Neuromusculoskeletal System

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ARTICLE 1

PREAMBLE

Preserving and enhancing human motor functioning is a modern society’s strategic aim: governments are concerned with the improvement of human health & wellbeing, and with the achievement of personalised healthcare, prevention and early diagnosis, healthy aging, sustainability of chronic diseases. In the last decades, science and technology have played a remarkable role in pursuing this goal; however, the knowledge of human motor functioning and of the effects of related medical interventions is still inadequate.

Efforts must be made to strengthen our multi-scale understanding of the human locomotor system’s structure and functioning and to develop scientific methodologies, which can be easily implemented into professional practice. It is thus necessary to integrate the cultural heritage of old and on-going research programs with the development of an innovative scientific approach.

Typically, changes from the *status quo* face an inertial response from the professional world; therefore the acceptance and adoption of novel procedures require cultural investment and purposeful actions.

In order to solve the above-described problems, a new trans-domain inter-university Centre is needed, which, focusing on human movement sciences, could connect researchers to professional associations (medical, ergonomic and sport companies), service providers, policy makers, and industry. The close interaction with non-academic institutions is strategic. The role of these institutions is to broaden the range of competency and opportunities offered within the Centre programs, with special reference to technical and professional skills, entrepreneurship, internships, and job placement.

To this purpose, the Interuniversity Centre of Bioengineering of the Human Neuromusculoskeletal System (hereinafter “Centre”) is established under the following premises:

1. The Centre is a research and educational institution with no legal personality established in accordance with the Italian laws Dlgs. n. 382/1980 and No. 240 -

- 30/12/2010 and with the Statutes of the Italian universities involved.
2. The Centre's objectives are pursued through a network of trans-domain institutions that shall contribute to its functioning with their available resources.
 3. Members of the Centre are academic institutions located worldwide.
 4. Worldwide private or public non-academic institutions are allowed to participate in the centre's activities as associate members, under the signing of a written agreement.
 5. The Centre's activities include research and debates on all those disciplines which may help pursue its mission.
 6. The Centre's founding members are the following academic institutions:
 - Université Claude Bernard Lyon 1
 - Aix-Marseille Université, Marseille
 - Università degli Studi di Napoli "Federico II"
 - Università degli Studi di Roma "Foro Italico"
 - Università degli Studi di Sassari
 7. In accordance with partner universities' statutes and regulations, the Centre's activities shall be managed by one of its Italian members.
 8. The administrating university's legal representative (or delegate) shall also be the Centre's legal representative.

The present Statute defines the Centre's mission, organisational structure, economic activities, and management.

ARTICLE 2

ADMINISTRATING UNIVERSITY

The Centre has its administrative and organisational seat in one of the Italian partner universities. The Centre's activities shall take place in the partner university's premises and shall be programmed and implemented by the Executive Committee under the approval of the General Assembly (see the following articles).

The administrative mandate shall last no longer than a Centre term (see article 7). Upon withdrawal of the administrating university and/or no later than six months before the term ending (see article 7), the Italian partner universities shall choose their successor for the following term.

ARTICLE 3

NAME, LOGO, AND LANGUAGE

The name of the Centre in Italian, English and French is:

Italian	Centro Interuniversitario di Bioingegneria del Sistema Neuromuscoloscheletrico Umano
English	Interuniversity Centre of Bioengineering of the Human Neuromusculoskeletal System

French Centre inter-universitaire de Bio-ingénierie du système Neuro-musculo-squelettique Humain

Communication will normally be in English, and will use the acronym and the logo illustrated in the Centre regulations.

ARTICLE 4

MISSION

Research

The Centre's research activities are meant to improve the knowledge of human locomotor system's structure and functioning, and to implement effective digital tools and technologies, to be used in arts, skills, and professions.

A multi-scale, integrated measurement and modelling system will be used: the system should be able to identify all physical subjects and medical factors involved in in case of injury, and during the degeneration, repairing and regeneration processes, together with adaptive mechanisms both in healthy and disabling conditions. Innovation emerges from the development of a new understanding of how and why human beings move, not only as a species but also as a single individual. This provides a conceptual framework that is both scientifically sound and professionally relevant. Efforts are made to translate research results into cost-effective personalized services, to preserve and enhance motor functioning, in an e-Health context.

Basic research concentrates on molecules, cells, tissues, organs, and the whole body. Particular emphasis is placed on the locomotor system and other apparatuses, which, along with genetic and environmental factors, contribute to, and are influenced by, human movement.

Applied research interests focus on the metabolic, control, and mechanical features of both individual and group motor performances. Within this framework, specific objectives include: maximizing performance and personal safety and comfort; identifying causes and origins of damage to body structures, and preventing their occurrence; assessing the organ functions, and identifying those factors which may reduce the individual's performance. In addition, the Centre aims at setting a basic level of knowledge which allows education and therapeutical intervention through movement and sport practices, to enhance or recover motor ability. These specific research objectives are pursued taking into account different populations as defined in terms of gender, age, initial motor abilities, health status and risk factors.

The Centre shall foster rigorous observation and deep quantitative analysis of all neuromusculoskeletal factors during the execution of everyday, sport and rehabilitation activities.

Education

The Centre organizes research-oriented educational courses, professional training programs, workshops and summer schools.

The Centre also offers specialization courses (after approval by the involved universities) and a post-graduate doctoral program, which can either be autonomously organized or in cooperation with other institutions. All programs are organized in accordance with the Italian laws and partner universities' Statutes and regulations. Moreover, the Centre promotes and organises activities for the education of early stage researchers operating in its field of interest.

Doctoral candidates and early stage researchers are trained to become independent researchers capable of working in cooperation with international research groups and of dealing with the processes occurring in the human body at different and integrated spatial and temporal scales. In particular, the "Virtual Physiological Human" (VPH) framework is adopted.

In accordance with the Italian laws and with the Italian Universities' Statutes and regulations, the Centre is organized as follows:

- a faculty of internationally recognized professors is responsible for the educational and apprenticeship activities;
- a close collaboration with stakeholders is envisaged, both in the programming phase and in the actual course and apprenticeship delivery;
- doctoral candidates and early stage researchers are given the opportunity to carry out a significant part of their research program and to attend academic training in other academic institutions and in international environments;
- academic training, besides focusing on both structure and function of the human locomotor apparatus, includes: a) core research skills; b) transferable (generic) personal and professional skills and competences; c) material/human resources and financial management; d) the increase of scientific knowledge, the technology transfer, and the development of an entrepreneurial mindset;
- the activity of the students and doctoral candidates is monitored and assessed by international scientists/committees, according to international standards.

Dissemination

The Centre promotes and organizes the following activities:

- Website. General information; publication of an annual activity report; a digital catalogue of the experimental facilities and expertise that members offer to the wider community; a repository for reports and scientific products, funded projects, patents, data and software codes.
- Concertation. Multicentre trials to evaluate novel procedures; semantic and metrics consensus actions; liaison with industry aimed at fostering the availability of both reliable and cost-sustainable innovative technology; adoption of novel procedures in professional practices and assessment of related cost-benefits; mobility of early-career researchers for knowledge alignment and capacity building (including entrepreneurial mind-setting); organization of periodical training schools/workshops to spread best practice and factual up-to-date evidence, and broaden engagement of stakeholders; consortia aimed at fund raising
- Publications. Production of survey articles and books for knowledge systematization.
- Outreach. Participation in: i) scientific meetings and exhibitions aimed at

disseminating R&D objectives and Centre achievements, and at constructing new vision for enhancing trans-domain and translational research; ii) initiatives aimed at fostering policy makers awareness.

ARTICLE 5

MEMBERS

Membership categories

Members are academic institutions located in any country of the world.

Associate members are worldwide non-academic public or private institutions, such as research institutions, small to medium enterprises, professional organizations, and public bodies, among others.

Fellows

Fellows of the Centre are individuals participating in the activities of the Centre who are employed, with a temporary or permanent contract, by one of the participating academic institutions. *Fellows* are nominated by their organization. This can be done at all times. The minimum duration of a fellowship is one year, after which withdrawal, following the *Fellow* proposal, can occur at any time.

Junior Fellows

Junior Fellows are the students enrolled in a postgraduate educational program (specialization courses and Research Doctorate program) supplied by the Centre, directly or through a consortium with other institutions.

Rules for admission

Membership applications from new academic institutions shall be submitted to the Executive Committee (as defined below) that will evaluate them according to the present Statute and to the Centre's regulation. Applications shall be written up according to the relevant article of the Centre's regulations and shall incorporate the list of the *Fellows*, accompanied with their CVs. If the Executive Committee approves the application, the applicant organization will be asked to sign a collaboration agreement with the Centre, in all respects similar to the present constitutional agreement, and to pay the membership fee (see below). Upon such payment the applicant organization will receive an un-ratified membership status; this status, which entitles to all member's benefits and duties, will last until the Executive Committee's decision is ratified by the General Assembly (see article 6).

Private or public non-academic institutions may become the Centre's associate members by signing a collaboration agreement, committing to provide a contribution in terms of competence and/or instrumentation and/or finances. The collaboration agreements shall be predisposed by the Executive Committee and ratified by the General Assembly (article 6).

Appointment of the member representatives

Following the acceptance of the membership application, each university must appoint a representative member among its *Fellows*, who will act as primary contact

person in every communication between the Centre and the member organisation itself, and as member of the Executive Committee. Such member representative shall be appointed by the university Rector/President and chosen among the faculty of renown expertise in the Centre's research field.

In order to ensure continuity, these appointments last for three years (midterm) with the following exceptions:

- the person appointed as representative voluntarily resigns from the position;
- the person appointed as representative ceases to meet the requirements for being a *Fellow* or a *junior Fellow*;
- the person appointed as representative is incapable of absolving his/her duties of representation;
- the membership of the represented organization is suspended;
- the represented organization resigns from the Centre;
- the represented organization is excluded from the Centre.

Member universities can change their representative the indicated term only under circumstantiated conditions.

Each associate member may appoint a representative among experts in the Centre research fields. The chosen representative will act as primary contact person in every communication between the Centre and the organisation and, within the limits indicated in article 6, as member of the General Assembly.

Rules for exclusion and resignation

Withdrawals upon request

Any member institution can withdraw from the Centre any time, after fulfilling all envisaged obligations: in particular, payments are due, of all membership fees for the whole financial year and of all tuition fees for the whole academic year. Withdrawal requests shall be communicated to the Director by registered mail, with one-month advanced notice. If no negative answer is given by the Director within the following month, the withdrawal request shall be considered tacitly accepted and validated.

Exclusion

Exclusions are decided by the Executive Committee upon proposal of at least 1/3 of all members, and can only be justified by the following reasons:

- non-payment of membership fees for at least two years;
- non-participation in the Centre's activities for more than two years;
- serious violation of the Centre's regulation, so as to damage the mutual trust.

The member's exclusion shall be approved by a 2/3 majority of all present or represented members. After the majority's favourable opinion, the Executive Committee shall issue a special resolution, confirming the decision.

The member, whose exclusion is requested, has the right to be heard by the Executive Committee before the vote.

Rights

The member's exclusion or withdrawal does not entitle to any refunds of any type or in any amount.

Membership fees

Members are expected to pay an annual membership fee.

The amount of the annual fees shall increase with the number of *Fellows* presented by the academic member. The annual fee shall be calculated considering the highest number of *Fellows* belonging to the same member during the previous year.

ARTICLE 6

DESCRIPTION OF THE ORGANISATION BODIES

The bodies of the Centre are:

- the General Assembly
- the Executive Committee
- the Director

The General Assembly (GA)

The GA is composed by all members' *Fellows* plus one representative of the *junior Fellows* for each higher education program organized by the Centre.

The *junior Fellow* representatives are elected by the majority of the members' *junior Fellows* and retain the position as indicated in the Centre regulations.

Associate members' representatives can participate in the GA, with right to vote (article 5), and shall represent no more than half of the university member representatives. If the number of the associate member representatives exceeds the latter limit, then, associate member representatives, for admission to the GA, will elect by simple majority a number of them consistent with the above-mentioned limit. The latter representatives will retain the position and will be elected as indicated in the Regulations of the Centre.

Each GA component holds the entitlement for one vote.

The GA has the exclusive power of:

- modifying the Statute and the internal regulations;
- ratifying the admission of new academic members, after the approval of the Executive Committee;
- ratifying the admission of new non-academic institutions, after the approval of the Executive Committee;
- approving the annual activity program;
- setting the annual membership fees;
- approving the financial budget and final reports;
- closing the Centre.

The Director (see below) shall call a GA meeting at least once a year, and under request of a component of the Executive Committee or of at least 1/3 of the GA. The annual GA meeting is held within six months after the end of the financial year. The announcement, together with the location, date and time, shall be notified to the members at least 30 calendar days prior to the meeting, with a tentative agenda. Every GA member can request that additional items are included in the agenda, by communication to the Director no later than 3 calendar days prior to the meeting date;

the inclusion is at the Director's discretion.

Unless otherwise provided by this Statute, ordinary GA meetings do not need a quorum and all decisions are taken by simple majority, by the present or represented GA members. As a rule, all ballots are public. Every attending member can ask the Director that a particular decision be taken by secret ballot.

Decisions regarding changes in the Statute shall be taken only under the approval of 2/3 of the GA present or represented members, including all Italian members. Decisions regarding the dissolution of the Centre require a majority of 4/5 of the present or represented members. By default all ballots regarding these matters are secret; public ballots can be used only if all participants unanimously agree.

Under special circumstances, the Director may grant permission to participate in the GA via teleconferencing if:

- the Director can verify the identity and the legitimacy of the teleconferencing participating GA members and can verify results of votes;
- all participants can be identified, be able to follow and participate in real time to the discussion and participate to the votes regarding items in the agenda;
- the transcribing member is able to follow the GA events to be transcribed.

If the above requirements are fulfilled, the GA is considered to be held where the Director and the Secretary are located. Director and Secretary are in charge of the minutes writing of the GA works and of their signing.

The Director may authorise to make decisions, that is to vote, by e-mail only if a return receipt is provided.

During a GA meeting, members can act by mandate from another absent member; only one mandate per member is allowed.

GA minutes will be drawn up and submitted to all members within thirty days following the meeting. Notwithstanding the communication of the minutes, the members can exercise their right of inspection.

The minutes are considered accepted by the GA members if, within 21 calendar days from receipt, no member has objected by letter, fax, e-mail or any other form of electronic communication to the Director.

The Executive Committee (EC)

The EC is composed of

- one representative for each of the participating universities (article 5);
- one individual elected among the *junior Fellows*.

The *junior Fellows'* representatives are elected and retain their position according to the rules reported in the Centre's regulations.

The EC runs the Centre's general affairs.

The EC is authorized to deal with all affairs, except those explicitly appointed to the GA.

The participation of all components in the EC meetings is requested to:

- propose and coordinate the Centre's activities;
- establish general policies and operating procedures for the Centre;

- approve financial reports and budgets proposed by the Director;
- decide on GA meeting's time and place.

The participation in the EC meetings of the only Centre's member representatives is requested to:

- evaluate and approve new academic institutions' admission requests;
- evaluate and approve associate members' admission and the nomination of their representatives in the GA;
- member exclusions;
- propose changes to the Centre's Statute and regulation as in article 12.

Unless otherwise provided by the Statute, EC meetings do not need a quorum and all decisions are taken by simple majority, which is at least half of the present or represented GA members plus one.

The EC meets at least twice a year.

Under special circumstances, the Director may grant permission to participate in the GA via teleconferencing if:

- the Director can verify the identity and the legitimacy of the teleconferencing participating EC members and can verify results of votes;
- all participants can be identified, be able to follow and participate in real time to the discussion and participate to the votes regarding items in the agenda;
- the transcribing member is able to follow the EC events to be transcribed.

If the above requirements are fulfilled, the EC is considered to be held where the Director and the Secretary are located. Director and Secretary are in charge of the minutes writing of the EC works and of their signing.

The Director may authorise to make decisions, that is to vote, by correspondence (e-mail) only if a return receipt is provided.

Minutes will be drawn up and submitted to all CE members within 30 days following the meeting. Notwithstanding the communication of the minutes, the members can exercise their right of inspection.

The minutes are considered accepted by the members if, within 21 calendar days from receipt, no member has objected by letter, fax, e-mail or any other form of electronic communication to the Director.

The Director

The Director is elected by the EC among the Italian academic member representatives serving their university on a full time basis. The Director is nominated by the Rector of the administrating university. The Director serves for a three-year term and may not be re-elected more than once consecutively.

The Director has the following responsibilities:

- to represent the Centre by mandate,
- to convene and preside over the EC and GA meetings,
- to submit the EC's budget estimate, accounts and resolutions to the GA for consideration and approval,
- to deliver an annual report to the member institutions concerning the Centre's activities for the year,

- to supervise the Centre's overall operation and pursue its general interests.

The Director elects, from among the EC members, a vice-director who stands in for the Director in the event of his/her absence or other obstacles.

ARTICLE 7

DURATION, RECESS, AND MODIFICATIONS

The present agreement/statute shall enter into force after signing for all founding partner members for a period of 6 (six) years. The Centre's life shall be prolonged upon request of the Director. After the request has being approved by the EC, the Centre's academic members' shall sign the relating agreement.

This request shall be approved by the EC and shall result in an agreement signed by the Rectors/Presidents of the participating academic institutions.

Each modification of the present agreement/statute will be done by an amendment.

ARTICLE 8

MONITORING AND ASSESSMENT PROCEDURES

The Centre undergoes continuous evaluation and quality control processes. Routines for follow-up and quality control are established in the Centre regulations.

Feedback from the *junior Fellows* on the relevant educational program, and in particular on training and supervision, as well as on the assessment and evaluation procedures, is annually confidentially reported to the Director.

Feedback from each faculty member participating in an educational program about its organization and scientific standard is annually reported confidentially to the Director.

Yearly, the Director submits, to the Executive Committee, an assessment report anonymously summarizing the above-mentioned evaluations.

ARTICLE 9

CAREER OPPORTUNITIES AND ALUMNI

If the Centre is not in the position of providing a proper job placement service, graduates may refer to the relating services of the member academic and non-academic institutions.

In addition, early stage researcher *Fellows* will be exposed to extensive information concerning job opportunities in the European Union and other geographical areas.

An Alumni database will be set in place and yearly updated carrying information on relevant careers and achievements.

ARTICLE 10

FUNDING AND ADMINISTRATION

The Centre operates by means of:

- the membership fees,
- associate member contributions
- funds granted to scientific research projects, connected to the Centre, for which specific funding requests have been made through the relevant administrative boards,
- funds that may be reserved for individual projects allocated by the member institutions research budgets,
- funds that may be reserved for educational programs allocated by the member institutions budgets,
- funds obtained from national funding agencies,
- funds from the European Union and international conventions,
- funds and grants from other public and private bodies or foundations,
- resources from other of the Centre's work, including orders and agreements (covenants) with public or private bodies.

The Centre activities are carried out using equipment, facilities and personnel that the members will make available to this purpose, in accordance with their own teaching and research requirements.

The centre's costs and expenses are carried out in accordance with Administrative Accounting Regulations of the administrating university.

Equipment acquired using the Centre's funds is registered in a common inventory, managed by the administrating university, but are assigned, by the EC, to a selected member institution, according to its research needs. In the case of an activity being terminated or the Centre being closed, the equipment shall become property of the member institution where it is at that time installed.

Non-sharable funds, assigned to common initiatives, are managed by the Centre, according the administrating university's regulations. The Centre's assets consist of all equipment bought with funds assigned to the Centre itself, as specified in this article.

ARTICLE 11

EXTERNAL COLLABORATIONS

For the accomplishment of its objectives, the Centre may make contracts/agreements with other entities, specifically in connection with complementary funding. Contracts/agreements are signed by the latter institution as representative of all members of the Centre. Before signing a contract/agreement, the administrating university submits it to the other partners which have fifteen days to communicate their judgement. After that, the contract is assumed as approved. A copy of the signed contract/agreement is sent to all partners.

This is done coherently with the Administrative Accounting Regulations of the administrating university.

ARTICLE 12

INTELLECTUAL PROPERTY

All provisions set out below shall compulsory be mentioned in all bilateral agreements among partner members and/or associate members, in the framework of the Centre's actions and research programs. Bilateral agreements may complete these provisions according to the specificity of each action or research program.

Publications

Scientific publications resulting from the Centre's activities represent the relations among partners and the involved associate members and shall compulsory be labelled as "Researches carried out within the Interuniversity Centre of Bioengineering of the Human Neuromusculoskeletal System".

All projects, which are meant to be published during the agreement's life or within the two following years, shall receive the previous approval of all partners and associate members. All members shall have a two-months' time to express their unfavourable opinion. After this period, and with no unfavourable opinion clearly expressed, approval shall be tacitly obtained.

Consequently, every publication shall be submitted to the partner or associate members' judgment. Members can decide to cancel or modify those parts whose publication could negatively influenced its industrial or commercial use, despite the positive results obtained within the Centre's activities. Those changes or cancellations shall not decrease the publication's scientific value.

Confidentiality

Partners and associate members agree that all information exchanged within the Centre's activities shall:

- be regarded as strictly confidential;
- be disclosed only to the Member's personnel directly involved in the program;
- be used only in compliance with the terms of the agreement, up to 4 years since the date of disclosure.

Any other use or disclosure of Confidential Information shall require the prior written consent of the member who provided this information. All members are responsible for their personnel's behaviour regarding the above-mentioned dispositions.

Despite the above-mentioned dispositions, all members are allowed to disclose Confidential Information whenever they can prove that:

- confidential information was made publicly available before disclosure or even afterwards, provided they are not found guilty of any illicit behaviour;
- confidential information was previously legally disclosed to third parties;
- confidential information was in their possession before the end of the agreement;

- confidential information was independently and in good faith elaborated by the member's personnel who had no access to it during the program.

On the other hand, the above-mentioned dispositions shall not prevent:

- researchers and personnel to write the activity reports, requested by their member structures;
- researchers and personnel to present a thesis on the subject of the agreement; this work shall be organized as to guarantee the confidentiality of the results obtained within the program or action, in accordance with the regulations in force.

Property of results

The patented or non- results, achieved within the research programs and actions performed in the framework of this agreement, are co-owned by all members and associate members, in proportion with their intellectual, material and monetary contribution.

Each co-owner keeps the property of the knowledge personally achieved, beyond the present agreement.

Under a specific request, each co-owner is allowed to freely use other members' results, but only for research and didactical needs, even within research programs with third parties, excluding any direct or indirect commercial use.

In case of withdrawal or exclusion, the provisions of the present agreement will hold for a period of 4 (four) years following the date of withdrawal or exclusion.

Valorization of results

Bilateral agreements on any action or research program shall establish dispositions on valorisation of results.

All members agree to nominate an Administrator who shall take care of common results' use and protection.

The Administrator shall divide, among all co-owners, the profits deriving from the use of the results, deducted of the valorisation expenses. The amount of money paid to each co-owner shall be calculated in accordance with their intellectual, material and monetary contribution to the achieved results.

The Administrator agrees to request co-owners' approval before undertaking any action, in particular those referring counterfeiting or patent claiming.

ARTICLE 13

TRANSITORY GUIDELINES

For the first six-year term, the Centre's activities are managed by the University of Roma "Foro Italico" according to its Statute and other relevant internal regulations.

The EC is initially composed of one member for each founding university. Its first task is to elect the Director, write the Centre regulations (by-laws), and propose an initial activity program. No later than six months following the Centre foundation, the EC will

convene the GA which will provide for the approval of the Centre annual program of activities.

For the year of foundation, the membership fees for members is set at 200 euros per *Fellow* (excluding the *junior Fellows*).

ARTICLE 14

LITIGATION

In case of litigation, the *Fellow* members will decide by simple majority the court of competent jurisdiction.