

SystemsX.ch Partnership Agreement

2013 – 2016ff

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Preamble

Bearing in mind the importance of systems biology as a new promising research area and recognizing the need to unite their forces to strengthen the reputation of Switzerland as a stronghold of research and education, the responsible parties proposed to set up a Swiss Initiative for Systems Biology named SystemsX.ch.

ETH Zurich, EPF Lausanne and the Universities of Basel, Bern, Geneva, Lausanne and Zurich are the legitimate founding partners of SystemsX.ch, Friedrich Miescher Institute (FMI), SIB Swiss Institute of Bioinformatics as well as the Universities of Fribourg and Neuchâtel joined later on. A SystemsX.ch Partnership Agreement was signed in September 2007, which established the Swiss Initiative for Systems Biology in the form of a "simple society". Since there is a number of project types that were terminated and other, new types that were introduced, **the September 2007 Partnership Agreement of SystemsX.ch is being replaced by the present Agreement.**

SystemsX.ch received between 2008-2012 a total amount of CHF 119.7 mio. For the education, research and innovation 2013-2016, the Federal Council approved another CHF 100 mio to promote systems biology research. However, there will be no further continuation of SystemsX.ch afterwards. Projects will continue until about 2018.

The participating institutions strive to achieve the highest scientific quality in the field of systems biology and, through their collaboration within the framework of SystemsX.ch, establish for themselves a worldwide reputation of excellence. To this effect, they will support this initiative with scientific, financial and non-financial contributions and jointly conduct the scientific monitoring of the approved projects and of SystemsX.ch as a whole.

The Swiss National Science Foundation will provide its experience and know-how, review and decide about submitted project applications and contribute to the scientific monitoring of the approved projects and of SystemsX.ch as a whole.

1. Purpose

Article 1.

Purpose

1. This Agreement sets forth the terms of the collaboration between the Partners in the field of systems biology to enable them to carry out joint projects in their own interest and enhance their education and research programmes in this field. For this purpose, the Partners join together in a "simple society", that is a Simple Partnership without own legal personality within the meaning of Article 530 et seq. of the Swiss Code of Obligations.
2. In particular, the Partners shall pursue the following objectives:
 - (a) Coordinate the national and international collaboration of the Partners in the field of systems biology;
 - (b) Carry out scientific projects and establish highly specialized development and technology platforms in the field of systems biology;
 - (c) Coordinate the financial contributions for research projects in the field of systems biology;
 - (d) Coordinate the presentation of the Partnership under the name "SystemsX.ch" and enforces this name as a mark of quality in the field of systems biology;
 - (e) Develop and implement common training programmes targeted to young researchers in the field of systems biology;
 - (f) Coordinate and intensify the cooperation with the private sector, politics and public administration;
 - (g) Promote a dialogue in and with the public on systems biology;
 - (h) Develop a concerted strategy to create and fill professorships in the field of systems biology.
 - (i) Secure additional external funding.

Article 2.
No Restriction of Autonomy

1. This Agreement shall not affect the autonomy of the individual Partners in research and education. The Partners shall not be subject to any prohibition of competition in any of the areas covered by this Partnership Agreement.
2. Within the framework of SystemsX.ch, the participating institutions shall collaborate with one another while respecting their respective legal autonomy.
3. The Partners will be informed of the decisions taken through their delegates in the various Committees, in particular the Board of Directors and the Scientific Executive Board. The Management Office will provide detailed information upon request.

2. Partners

Article 3.
Partners

The signatories of this Partnership Agreement and the Partners subsequently admitted to partnership pursuant to Article 5 shall be the Partners of SystemsX.ch.

Article 4.
Requirements

The Swiss universities and research institutions that are closely affiliated to a Swiss university or that are eligible for funding through Art 16 of the Research and Innovation Law (FIFG), enjoy an outstanding reputation and, on account of their existing resources and strategies in the field of systems biology, are in a position to contribute actively to the achievement of SystemsX.ch's goals may become Partners of SystemsX.ch.

Swiss Universities of applied sciences and hospitals fulfilling the requirements may become Partners, but are not eligible as main applicants for any of the SystemsX.ch projects e.g. cannot apply for Federal SystemsX.ch funds.

**Article 5.
Accession**

1. The Board of Directors shall decide at its discretion on the admission of new Partners, taking into account the requirements set forth in Article 4 and the needs and capacities of SystemsX.ch. No entitlement for admission can be claimed. No reason shall be required to be given for the decision regarding admission or denial of admission.
2. The applicant institution shall become a Partner upon signing a standard declaration of accession, following the approval by the Board of Directors.

**Article 6.
Professorships**

The Partners intend to concert each other when planning professorships in the field of systems biology and, to this effect, assert their willingness to ensure, within the limits of their legal and practical possibilities, that representatives of the Partnership are appointed members of the appointment committees.

**Article 7.
Education**

The Partners intend to grant to the students enrolled in their institutions mutual access to their respective courses, subject to the legal and practical restrictions. The Partners shall agree on modules or courses of studies to be offered in common at all level (bachelor and master degree courses, PhD and postgraduate studies). They shall strive to offer interdisciplinary PhD programmes.

**Article 8.
Research**

The Partners shall support their research groups in their efforts to establish scientific clusters and work on common topics in the field of systems biology. The Partners shall induce their respective research groups to work in such a way as to allow interdisciplinary research to make significant progress in new areas. For this purpose, SystemsX.ch can support financially respective projects (e.g. special opportunity projects).

**Article 9.
Withdrawal**

A Partner may withdraw from the Partnership by giving six months' notice effective as of the end of the business year without being required to specify the reasons.

**Article 10.
Consequences of Withdrawal**

1. The withdrawal of a Partner shall not bring about the dissolution and liquidation of SystemsX.ch.
2. Withdrawing Partners shall not be entitled to any compensation or to any share of the proceeds from part of the liquidation. If an institution withdraws from the Partnership in the course of a business year, SystemsX.ch shall retain the membership fee already paid by the withdrawing Partner.
3. Further consequences concerning ongoing projects and members of committees shall be decided by the Board of Directors.

3. Organisation

3.1. Governing Bodies of the Partnership

**Article 11.
Governing Bodies**

SystemsX.ch shall have the following governing bodies:

- (a) Board of Directors;
- (b) Scientific Executive Board;
- (c) Meeting of Principal Investigators;
- (d) Committees for Specific Tasks.

3.1.1. Board of Directors

Article 12.

Composition, Duties and Powers

1. The Board of Directors shall be composed of one representative of each Partner. As a rule, it shall be the Rector/President or, in particular cases, a person in a fully empowered similar position.
2. The Board of Directors shall be the highest governing body of SystemsX.ch. In particular, the Board of Directors' Meeting shall exercise the following duties and powers:
 - (a) Appoint and dismiss the Chairwoman/Chairman of the Board of Directors and her/his alternate; as a rule the Rector/President of the leading house where the Management Office is hosted, shall act as the chairwoman/chairman;
 - (b) Appoint and dismiss the Chairwoman/Chairman and the members of the Scientific Executive Board;
 - (c) Approve the business plan submitted by the Scientific Executive Board and the yearly budget and the yearly management report including accounting;
 - (d) Determine the amount of the annual membership fee (cf. Article 35, No. 2 and No. 3);
 - (e) Approve the Managing Director upon proposal of the Scientific Executive Board;
 - (f) Approve the Bylaws (if any);
 - (g) Supervise the activities of the other governing bodies;
 - (h) Promote the SystemsX.ch's goals (lobbying) in industry and politics;
 - (i) Report yearly to the Partners' governing bodies;
 - (j) Modify the Partnership Agreement (Article 42);

- (k) Define consequences of a Partner's withdrawal (Article 10, No. 3);
 - (l) Liquidate the Partnership.
3. The Chairwoman/Chairman of the Board of Directors and her/his alternate shall be appointed every two years and may be reappointed.

Article 13.

General Board of Directors' Meetings

1. The Partnership shall hold no less than one General Board of Directors' Meeting in each business year. This General Board of Directors' Meeting shall be held not later than six months after the end of the preceding business year and constitute the Annual General Meeting.
Usually, in the June meeting, the Financial Report including the Auditors Report of the previous year shall be discussed and approved. The November meeting shall take note of the Scientific Report and approve the budget for the coming year.
2. The General Board of Directors' Meeting shall be convened by the Chairwoman/Chairman by at least ten days before the meeting in writing specifying the agenda.

Article 14.

Extraordinary General Board of Directors' Meetings

The Chairwoman/Chairman may, whenever she/he thinks it fit, convene an Extraordinary General Board of Directors' Meeting. A Partner and/or the Scientific Executive Board may request an Extraordinary General Meeting by giving written notice to the Chairwoman/Chairman specifying the agenda and the motions to be considered. It shall be convened following the same procedure as for General Board of Directors' Meetings.

Article 15.

Proceedings

1. The Chairwoman/Chairman or her/his alternate shall preside as chairperson at the Board of Directors' Meeting.
2. Minutes of each Board of Directors' Meeting shall be kept. A Partner may request that its motions, including a statement of justification, or its rejection of a resolution be recorded in the minutes.

**Article 16.
Resolutions**

1. In the Board of Directors' Meeting, each Partner shall have one vote.
2. Quorum shall be reached if at least half of all members entitled to vote are present.
3. The Board of Directors' Meeting shall adopt resolutions with the following majorities:
 - (a) **Unanimity of the votes cast** shall be required for the resolutions concerning
 - (aa) Admission of Partners (Article 5);
 - (bb) Withdrawal (excluding the vote of the Partner concerned) of the right to vote and participate in the other governing bodies (Article 19);
 - (cc) Modifications of the Partnership Agreement (Article 42);
 - (dd) Liquidation of the Partnership.
 - (b) For all other resolutions of the Board of Directors' Meeting, approval by the majority of the Partners shall be sufficient.
4. The representative of the Partners whose institution is affected by the decision shall not participate in the voting.
5. Votes shall be cast on a show of hands. Any Partner may request a secret ballot.
6. The Chairwoman/Chairman of the Scientific Executive Board shall attend the Board of Directors' Meeting in an advisory capacity and with the right to propose motions in the matters set forth in Article 20, No. 1.

**Article 17.
Circular Resolutions**

Resolutions may also be adopted by circular letter (email), provided no Partner requests an oral discussion.

Article 18.

Participation of Third Parties

1. The Board of Directors' Meeting may invite interested third parties, e.g. representative of industry, politics or international research institutions, but also employees of the individual Partners as permanent or non-permanent guests at the General Board of Directors' Meeting and at Extraordinary General Board of Directors' Meetings. By decision of the Board of Directors' Meeting, invited third parties may be excluded from the discussion and voting procedures concerning certain issues. Third parties shall be bound to confidentiality.
2. Permanent and non-permanent guests shall not have the right to vote or move a motion.

Article 19.

Withdrawal of Right to Vote and Participate

1. The Partners of SystemX.ch shall be expected to contribute to the attainment of the objectives set forth in Article 1 in form of projects and non-financial and financial support. Hence, the Board of Directors' Meeting may, at any time, revoke a Partner's right to vote and participate in the governing bodies of SystemsX.ch and deny access to the services and results of RTD Projects if he:
 - (a) has not been granted the approval to carry out a scientific project within three (3) years of admittance to the SystemsX.ch Partnership or
 - (b) has not paid the annual membership fees set forth in Article 35, No. 2 of this Agreement for more than two (2) successive years.
2. The Partner whose rights to vote and participate has been revoked shall be given the status of a permanent guest. This status shall remain until the Partner has fulfilled its obligations.

3.1.2. Scientific Executive Board

Article 20. Duties and Powers

1. The Scientific Executive Board shall be the operative body of the Partnership. The Scientific Executive Board shall be responsible for the scientific strategic planning for SystemsX.ch and for the management of the Partnership. The Scientific Executive Board may also delegate the management of the Partnership to the Chairwoman/Chairman or to a Management Office. In particular, the Scientific Executive Board shall have the following duties:
 - (a) Establish the business plan, the budgets, the annual account and the annual management report of SystemsX.ch to be submitted to the Board of Directors' Meeting;
 - (b) Call for project proposals to the Partners of SystemsX.ch in collaboration with the Swiss National Science Foundation and determine the funding level of the call;
 - (c) Comment on each proposal for Research, Technology and Development (RTD) Project, Transfer (TF) Project, Transition Postdoc Fellowship (TPdF) Project and Interdisciplinary PhD-Project (IPhD) to the Swiss National Science Foundation;
 - (d) Confirm (1) the final decision of the Swiss National Science Foundation on acceptance / rejection and (2) the budget of the approved RTD Projects, TF Projects, TPdF Projects and IPhD Projects in concert with the Swiss National Science Foundation;
 - (e) Meet the Swiss National Science Foundation to settle disagreements on the evaluation of RTD Projects, TF Projects, TPdF Projects and IPhD Projects;
 - (f) Monitor the approved RTD Projects and TF Projects in collaboration with the Swiss National Science Foundation;
 - (g) Render the final decision on acceptance and budget of approved ERANET ERASysAPP Projects involving Swiss research groups, Special Opportunity Projects and other requests (e.g. to support conferences etc) put forward to SystemsX.ch;

- (h) Create and appoint commissions or committees for specific purposes (e. g. education) and appoint and dismiss the members of such bodies;
 - (j) Create a Management Office and select a Managing Director to be proposed to the Board of Directors;
 - (k) Coordinate the collaboration in research and education in the field of systems biology. The Scientific Executive Board may, within the limits of financial resources available to SystemsX.ch for this purpose, support interdisciplinary programmes of Partners;
 - (l) Submit proposals for the composition of appointment committees to the competent bodies of the Partners (cf. Article 4);
 - (m) Represent the Partnership;
 - (n) Ensure the internal communication;
 - (o) All other powers not assigned to another body in this Partnership Agreement.
2. In matters to be submitted to the Board of Directors' Meeting, the Scientific Executive Board may present proposals and motions.

Article 21.

Composition | Appointment | Term of Office

1. The Scientific Executive Board shall be composed of
- (a) eight (8) to fifteen (15) members;
 - (b) at least one (1) researcher from each of the following disciplines: Bioinformatics / Computer Science, Physics / Mathematics, Chemistry, Biology, Engineering / Nanotechnology, Medicine;
 - (c) the Managing Director without a right to vote;
2. The members of the Scientific Executive Board shall be appointed by the Board of Directors' Meeting upon recommendation of each Partner and in consideration of No. 1b of this Article. They shall be appointed to office for a term of two (2) years and may be reappointed. Terms last from July to June.

3. The Scientific Executive Board shall constitute itself, with the exception of the Chairwoman/Chairman, who is appointed by the Board of Directors' Meeting for four years.
4. In case an issue is discussed in which a Scientific Executive Board member has vested interests, she/he will be asked to leave.

**Article 22.
Resolutions**

1. Each member of the Scientific Executive Board shall have one vote. The principle of "ad personam participation" shall apply, vote by proxy shall not be allowed.
2. Unless otherwise provided in this Partnership Agreement, the Scientific Executive Board shall take decisions by simple majority of the votes. In case of a tie, the Chairwoman/Chairman shall have a casting vote.
3. Quorum shall be reached if at least half of all members entitled to vote are present.
4. Resolutions may be adopted by circular letter (email), provided no member requests an oral discussion.

**Article 23.
Meetings | Proceedings**

1. The Scientific Executive Board shall meet as often as the business may require, **but no less than five (5) times a year.**
2. The meetings shall be called by the Chairwoman/Chairman of the Scientific Executive Board or by the Managing Director on her/his behalf. In addition, every member of the Scientific Executive Board may request the convocation of a Meeting by the Chairwoman/Chairman by submitting a written agenda for the meeting to be called.

3. As a rule, at the end of a regular meeting, the date of the next one should be fixed. The agenda is circulated at least five (5) days in advance. In urgent cases, without being required to comply with this notice provision, the Chairwoman/Chairman of the Scientific Executive Board may also call a meeting by written notice or any other adequate means (e. g. by telephone or electronic mail). In such urgent cases, members unable to attend will have the opportunity to contribute to the decisions either during the meeting (discussion and vote by telephone), or within 24 hours after the meeting (vote by electronic mail).
4. A member of the Scientific Executive Board may request that an item be placed on the agenda. An inquiry to this effect must be submitted in writing to the Chairwoman/Chairman of the Scientific Executive Board in good time before the invitation to the meeting is issued. Issues of great urgency raised after the invitation to the meeting has been issued may be discussed in the meeting. However, resolutions concerning such issues may only be adopted if all members of the Scientific Executive Board are present and agree about the decision.
5. Only the resolution adopted in the meeting shall be entered in the minutes.
6. In case of circular resolutions (Article 22, No. 4) the decision memorandum shall be confirmed in writing (confirmation by e-mail sufficient) by all members, including the dissenting members, and by the keeper of the minutes.

3.1.3. Meeting of the Principal Investigators

Article 24. Powers

The Meeting of the Principal Investigators shall inform the Scientific Executive Board of progress made and may, within the limits of its competence, submit proposals and motions to the Scientific Executive Board.

Article 25. Composition

The Meeting of the Principal Investigators shall be composed of the directors of all RTD Projects, TF Projects and the Chairwoman/Chairman of the Scientific Executive Board. In general, the Chairwoman/Chairman of the Scientific Executive Board shall preside the meeting. She/he can appoint a deputy.

Article 26.
Meetings | Proceedings

1. The Meeting of the Principal Investigators shall be held at least once a year upon call by the SEB Chairwoman/Chairman.
2. With the exception of the SEB Chairwoman/Chairman, the Meeting of the Principal Investigators shall define its internal organisation itself and adopt bylaws, if necessary.

3.1.4. Committees for Specific Tasks

Article 27.
Duties and Powers

The Scientific Executive Board may create ad-hoc committees (committees, task forces) for specific tasks.

3.2. Management Office

Article 28.
Duties and Powers

1. The Management Office shall be responsible for the daily operations of the Partnership under the supervision and instruction of the Chairwoman/Chairman of the Scientific Executive Board.
2. The Management Office shall be directed by a Managing Director.
3. The Management Office shall be integrated at ETH Zurich for the period of this contract in organizational and legal terms. This Partner shall provide the necessary infrastructure for the Management Office.
4. Salaries and running costs for the Management Office shall be financed through the Partners' yearly membership fees and Federal funds.
5. Essentially, the Management Office shall have the following duties:
 - a) Prepare the agenda for the meetings of the Scientific Executive Board and the Board of Directors' Meetings together with their respective Chairwoman/Chairman and record the minutes of the meetings;

- b) Support the implementation of the resolutions by the Scientific Executive Board;
- c) Organize, direct and control the daily operations of the Partnership;
- d) Report, control and prepare the budget;
- e) Ensure timely and effective information flow between the Management Office and the Scientific Executive Board, between the members of the Scientific Executive Board and the Board of Directors' Meetings;
- f) Ensure the information flow between SystemsX.ch and the Swiss National Science Foundation and the State Secretariat for Education and Research.

4. Scientific Projects

Article 29.

Research, Technology and Development Projects (RTD Projects)

1. Research, Technology and Development Projects are bottom-up projects of research groups from one or several Partner institutions. They are intended to investigate specific topics of systems biology and/or develop and apply cutting edge technologies relevant for systems biology.
2. Partners acknowledge that faculty members of other Swiss universities as well as the institutions of the ETH-Domain are eligible as main applicants provided that they become a full SystemsX.ch partner prior to initiation of funding.
3. Applications for RTD Projects may be directly submitted to the Swiss National Science Foundation. A copy is to be sent to the Management Office of SystemsX.ch. The status as SystemsX.ch RTD Project shall be recognized only when
 - a) the competent governing body/(bodies) of involved Partner(s) has/(have) agreed to establish the unit and ensured its organisational integration;
 - b) the Scientific Executive Board has commented the proposal; and
 - c) the Swiss National Science Foundation has positively evaluated the proposal (Article 20, No. 1d).

4. RTD Projects are limited in time. They shall constitute integral parts of the respective hosting Partner institution. Thus, all organizational and legal rights and duties of this institution shall apply to the RTD project. Project staff shall be hired and employed by such partner. The RTD Project shall be required to submit a yearly report to the Scientific Executive Board on the progress made.
5. The involved Partners shall bear financial responsibility for their part of the RTD Project. The Partners may apply with SystemsX.ch for part-financing of these projects (Article 35, No. 3).
6. Contracts with third parties for RTD Projects shall be subject to the rules of the hosting institution, taking into consideration the other Partners involved. A copy of the contract must be sent to the SystemsX.ch Management Office.
7. The Scientific Executive Board and the Swiss National Science Foundation shall accompany and regularly evaluate the RTD Projects for conformity with the proposal and with the expectations raised as they were approved. Funding may be adjusted accordingly.

Article 30.

Transfer Projects (TF Projects)

1. Transfer Projects are bottom-up projects of one or several academic research groups from one or several Partner institutions teaming up with a research group from the private sector. They are intended to investigate specific topics of systems biology, develop and apply cutting edge technologies relevant for systems biology and to bridge the gap between public and private sectors..
2. Applications for TF Projects may be directly submitted to the Swiss National Science Foundation. A copy is to be sent to the Management Office of SystemsX.ch. The status as SystemsX.ch TF Project shall be recognized only when
 - a) the Scientific Executive Board has commented the proposal; and
 - b) the Swiss National Science Foundation has positively evaluated the proposal (Article 20, No. 1d).
3. TF Projects are limited in time. Project staff shall be hired and employed by the partner institution. The TF Project shall be required to submit a yearly report to the Scientific Executive Board on the progress made.

4. Details concerning intellectual property rights must be addressed prior to submission between the academic and industrial partners. A copy of the contract must be sent to the SystemsX.ch Management Office.
5. The Scientific Executive Board and the Swiss National Science Foundation shall accompany and regularly evaluate the TF Projects for conformity with the proposal and with the expectations raised as they were approved. Funding may be adjusted accordingly.

Article 31.

Transition Postdoc Fellow Projects (TPdF Projects)

1. Transition Postdoc Fellowships (TPdF) Projects are set up to offer ambitious and motivated young researchers to formulate their own interdisciplinary research for two years, with the option of a third year. They choose one research group of a discipline complementary to the one of their doctoral thesis at a SystemsX.ch partner institution.
2. The research groups will host the Transition Postdoc Fellow and his/her project, allowing the postdoc to unfold and flourish. The Fellow shall be employed by the host institution.
3. Applicants for TPdF Projects can either be citizen of Switzerland or of a foreign country working in Switzerland or abroad, who find a hosting research group at a public Swiss university or research institution which is a SystemsX.ch partner institution. They should have terminated their doctoral thesis not more than 5 years ago.
4. Applications for a TPdF Project shall be submitted according to a call to this effect to the Swiss National Science Foundation. A copy is to be sent to the Management Office of SystemsX.ch. It shall be recognized as a SystemsX.ch TPdF Project when
 - a) the Scientific Executive Board has commented the proposal (Article 20, No. 1 c); and
 - b) the Swiss National Science Foundation has positively evaluated the proposal (Article 20, No. 1d).
5. TPdF Projects shall be limited in time, to two (2) years as a rule, and may be extended for one (1) year. They shall remain embedded in organisational and legal

terms, and supervision, at the Partner institution where the TPdF is enrolled. The main applicant shall be required to report to the Scientific Executive Board on the scientific and financial aspects.

Article 32.

Interdisciplinary PhD Program (IPhD)

1. To support interdisciplinary research and education, and to foster the future generation of systems biologists, SystemsX.ch shall finance PhD positions for students pursuing research projects that integrate at least two disciplines relevant to systems biology. The students shall be mentored jointly by investigators from two different disciplines. The fund shall be “ad personam” for one (1) student.
2. Applications for a IPhD Project shall be submitted according to a call to this effect to the Swiss National Science Foundation. A copy is to be sent to the Management Office of SystemsX.ch. It shall be recognized as a SystemsX.ch IPhD Project when
 - a) the Scientific Executive Board has commented the proposal (Article 20, No. 1 c); and
 - b) the Swiss National Science Foundation has positively evaluated the proposal (Article 20, No. 1d).
3. IPhD Projects shall be limited in time, to three (3) years as a rule, and may be extended for one (1) year. They shall remain embedded in organisational and legal terms, and in particular concerning the right of supervision, at the Partner institution where the PhD student is enrolled. The main applicant shall be required to report to the Scientific Executive Board on the scientific and financial aspects.

Article 33.

Evaluation Criteria

All SystemsX.ch projects shall be evaluated on the sole criteria of (1) added value to systems biology and (2) scientific quality. For RTD Projects, TF Projects, TPdF Projects, and IPhD Projects, scientific quality shall be ensured by the Swiss National Science Foundation and for the other projects by the Scientific Executive Board.

5. Governance

5.1. Financing

Article 34. Business Year

The business year of SystemsX.ch shall be the calendar year.

Article 35. Financing

1. SystemsX.ch's financing shall be ensured by the yearly contributions of the Partners and third party contributions, in particular from the Confederation and the private sector (3rd Party Fund from industry, SME etc), but also from competitive research funding institutions (2nd Party Funds from e.g. SNSF, CTI, EU, etc) .
2. The Partners of SystemsX.ch agree to pay a yearly amount based on the budget (Article 12, No. 2) to contribute to finance the SystemsX.ch's Management Office.
3. For the period of this contract all approved funds will be solely administrated by the Management Office and the accounting office of ETH Zurich.
4. SystemsX.ch funds shall be transferred in tranches to the institutions of the project applicants.

5.2. Power to Sign

Article 36. Power to Sign

1. Neither individual Partners, nor the governing bodies of the Partnership, nor the Management Office shall be entitled to enter into agreements and other legally binding arrangements with third parties in the name and for the account of the SystemsX.ch Partnership. **As an exception**, agreements with the Swiss National Science Foundation or the State Secretariat and **legally not binding** Memoranda of Understanding or Letters of Intent can be jointly signed by the Chairwoman/Chairman of the Board of Directors, the Chairwoman/Chairman of the Scientific Executive Board or the Managing Director.

2. For the implementation of the approved projects, payments to the individual Partners shall be made in accordance with the regulations of the Partner¹ managing SystemsX.ch's finances.
3. The power to sign of the Chairwoman/Chairman of the Scientific Executive Board and of the Managing Director of the Management Office for management-related expenses (e. g. office materials) shall be as provided in the regulations of the respective Partners employing the persons mentioned.
4. In order to simplify procedures, requests addressed to the SEB for less than CHF 25'000 can be commonly decided by the SEB Chairwoman/Chairman and the Managing Director. The SEB is informed subsequently about approval or rejection of respective requests.
5. SystemsX.ch was mandated to represent Switzerland in the ERANET ERASysAPP. For all documents concerning ERASysAPP the Managing Director has power to sign.

Article 37.

Accounting Records, Reporting and Audit

1. SystemsX.ch shall have its own accounting records.
2. For period of this contract the accounting and annual reporting of SystemsX.ch Federal funds shall be administrated by ETH Zurich by mandate.
3. The audit shall be carried out by an external auditor, in which case costs shall be covered by the SystemsX.ch Partners.
4. Management Office and the CFO of ETH Zurich define directives to the SystemsX.ch Partners regarding accounting procedures of SystemsX.ch.
5. Management Office reports to the Board of Directors' Meeting and the Swiss National Science Foundation.

¹ E.g. Financial Regulations of the ETH Zurich (RSETHZ 245)

6. The costs for the administration mandate for accounting and reporting is covered by SystemsX.ch.

5.3. Rights to Intangible Assets | Research Results

Article 38.

Logo

1. "SystemsX.ch" shall be registered by the management office as a trademark to be protected in Switzerland. The Scientific Executive Board shall define rules for using the logo "SystemsX.ch", which are subject to approval by the Board of Directors.
2. Neither individual Partners nor Committees of SystemsX.ch are allowed to enter legally binding arrangements with other Partners and/or SystemsX.ch.

Article 39.

Research Results | Data | Inventions

1. All rights to results generated within a RTD or other project (including intellectual property rights such as inventions and software) shall belong to that Partners that generated the results. Protection and commercialization of such results shall be governed by the respective regulations of this Partner. If more than one Partner have contributed to results, the involved Partners shall agree among themselves upon ownership, rights and strategy of commercialization.
2. The SystemsX.ch projects respect good scientific practices and follow guidelines for research integrity of their Institution and/or of the SNF². In case of doubt the Guidelines of ETH Zurich about Research Integrity shall apply (ETHZ Richtlinien für Integrität in der Forschung und gute wissenschaftliche Praxis an der ETH Zürich)..
3. SystemsX.ch Partners shall have at no cost reasonable access to the results generated within scientific projects for research purposes
4. Access to data arising from the activities involved in scientific projects for scientific purposes of the SystemsX.ch Partners shall be regulated as follows:

² http://www.snf.ch/SiteCollectionDocuments/ueb_org_fehlverh_gesuchstellende_d.pdf

- a) Data shall be recorded, processed and archived according to established standards;
 - b) Data shall be made available to all SystemsX.ch research groups after twelve months and to other interested research groups after twenty-four months.
 - c) Results of SystemsX.ch projects must be made accessible publicly applying the Open Access policy.
5. Exceptions have to be approved by the Scientific Executive Board.

**Article 40.
Dissolution**

The Partnership shall be dissolved upon a resolution to that effect by the Board of Directors' Meeting.

**Article 41.
Liquidation**

In case of dissolution of the Partnership its assets shall be allocated to the Partners in proportion to their respective contributions (Article 35, No. 2).

6. Final Provisions

**Article 42.
Duration of Partnership, Amendment**

SystemsX.ch was established in 2007. The first phase lasted from 2008 to 2012, the second phase from 2013 to 2016. Projects will be active until 2018, some probably even up to 2019. The present contract shall be amended by mutual agreement in writing between the partners of SystemsX.ch. After all activities came to an end, the simple society SystemsX.ch will be resolved (Articles 40 and 41).

**Article 43.
Applicable Law**

This Partnership Agreement shall be governed by Swiss Law.

Article 44.
Settlement of Disputes

The primary mechanism for the resolution of disputes shall be negotiation within the Partnership. Should this fail to succeed, disputes arising out of or in connection with the present Agreement shall be finally settled by a three-person arbitration panel of the Zurich Chamber of Commerce in Zurich under its rules of arbitration; each of the plaintiff(s) and defendant(s) shall select an arbitrator.

There exist thirteen (13) specimens of this agreement: one for each Partner, one for the Management Office

The following documents shall be deemed an integral part of this Agreement:

- Verfügung of the State Secretariat for Education, Research and Innovation (February 20, 2013, see Appendix I)
- 6th Call for Proposals (published in March 2012)
- 7th Call for Proposals (published in December 2012)

For the ETH Zurich:

City: Bern

Date: 18.06.13

R. Erdler

For the University of Basel:

City: Bern

Date: 18.06.13

E. Lüscher

For the Friedrich Miescher Institute, Basel:

City: Bern

Date: 18.06.13

p.a. Hofmann

For the University of Bern:

City: Bern

Date: 18.06.13

Ch. Lehmann

For the University of Fribourg:

City: Bern

Date: 26.06.13

G. Vogt

For the EPF Lausanne:

City: Bern

Date: 18.06.13

J. Frey

For the University of Lausanne:

City: Bern

Date: 18.06.13

[Signature]

For the University of Geneva:

City: Bern
[Signature]

Date: 18.06.13

For the Swiss Institute of Bioinformatics, Geneva:

City: Bern
[Signature]

Date: 18.06.13

For the University of Neuchâtel:

City: Bern
[Signature]

Date: 18.06.13

For the Paul Scherrer Institute, Villigen:

City: Bern
[Signature]

Date: 18.06.13

For the University of Zurich:

City: Bern
Daniel Wylev

Date: 18.06.13