



# **EUROPEAN VACCINE INITIATIVE**

**EUROPEAN VACCINE INITIATIVE (EVI)**

**RULES OF PROCEDURE**

**OF THE**

**EVI STRATEGIC AND SCIENTIFIC ADVISORY**

**COMMITTEE**

**Version 1.0, 24 May 2022**

**as adopted by the EVI General Assembly on xxx**



## Rules of Procedures

The General Assembly of the **European Vaccine Initiative e.V (EVI)** has decided the following:

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### **ARTICLE 1 – Role and Designation of the EVI Strategic and Scientific Advisory Committee members**

1. The EVI Strategic and Scientific Advisory Committee (SSAC) is established to provide scientific and strategic advice to the EVI General Assembly (GA) and the EVI Secretariat. The advice shall partly consist of an ongoing review of the soundness of scientific and technical activities that are implemented by EVI, and partly consist of advice and recommendations that can facilitate and guide the future strategic development and success of EVI.
2. The EVI Board appoints the members of the EVI Strategic and Scientific Advisory Committee (SSAC) from a panel of experts based on the recommendation of the EVI Board and the EVI Secretariat presented by the EVI Executive Director (ED). The SSAC should have a balanced representation with respect to gender, geography and areas of expertise of relevance to EVI.
3. The members of the EVI SSAC shall be appointed on a personal basis. The EVI SSAC members shall undertake to act independently and outside any influence in the work of the EVI SSAC. Conflicts of Interests, real or perceived must be declared and should be carefully managed.
4. EVI SSAC members are designated in the first instance for a term period of three (3) years. Renewal of designations can be made for one additional term, subject to approval by the EVI GA.
5. The designation of EVI SAC members shall be made public through the EVI website.
6. The number of members in the EVI SSAC shall be from five (5) to fifteen (15). The EVI SSAC shall collectively cover the widest possible range of disciplines necessary to develop the EVI strategy.



7. If an EVI SSAC member does not attend three (3) consecutive meetings, the membership will automatically be ended.
  8. Members of the EVI SAC shall orally declare any conflict of interest, real or perceived, before each meeting attached to the agenda.
  9. Members of the EVI SSAC will have access to confidential data. To avoid any breach in confidentiality, the members of the EVI SAC shall be asked to sign a Confidentiality Agreement (Annex I).
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## **ARTICLE 2 - Appointment of the EVI Strategic and Scientific Advisory Committee Chairperson and Vice-Chairperson**

1. The EVI SSAC shall elect a Chairperson and one Vice-Chairperson from amongst its members for a term of three (3) years, with the possibility of one (1) renewal for a maximum of three (3) years.
  2. The Vice-Chairperson will carry out the duties of Chairperson in the absence of the Chairperson.
  3. If the Chairperson resigns, a new Chairperson is elected.
  4. The election of the Chairperson and the Vice-Chairperson shall take place at the EVI SSAC meeting preceding that, at which the term of office is due to begin.
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## **ARTICLE 3 - Meetings of the EVI Strategic and Scientific Advisory Committee**

1. The EVI SSAC shall meet on a regular basis and normally at least once a year. The meeting of the EVI SSAC shall be convened by the EVI Secretariat.
2. In addition, a meeting of the EVI SSAC may be convened at the contemporaneous request of the Chairpersons of the EVI Board.
3. Meetings of the EVI SSAC can either be held as face-to-face meetings or virtually as tele- or videoconferences.
4. The EVI Secretariat shall communicate the date of the EVI SSAC meeting to each Member at least fifteen (15) days before the meeting for virtual meetings, and at least thirty (30) days before the meeting for face-to-face meetings.



5. A draft agenda, comprising the items to be examined and any preparatory documents should be shared with the Members at least seven (7) days before the meeting.
6. The EVI SSAC may decide, on an ad hoc basis, to invite guests to attend meetings of the committee, when it is considered essential for EVI's activities.
7. The EVI SSAC may request the presence at its meetings of EVI staff qualified in matters under consideration.

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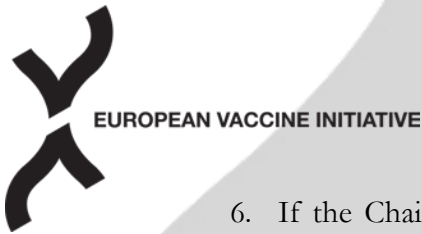
#### **ARTICLE 4 - Secretariat of the EVI Strategic and Scientific Advisory Committee**

1. The EVI Secretariat shall prepare and organise the work of the EVI SSAC and shall provide secretarial assistance for meetings under the directions of the Chairperson of the EVI SSAC.
2. Correspondence intended for the EVI SSAC shall be addressed to the EVI Secretariat.
3. The EVI Secretariat is responsible for archiving EVI SSAC documents and recommendations.

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#### **ARTICLE 5 - Agenda and proceedings at the meetings**

1. At the beginning of a meeting, the EVI SSAC shall adopt the agenda, comprising the items included in the draft agenda referred to in Article 3 paragraph 5 and any other item proposed by the Chairperson of the EVI SSAC or, in accordance with paragraph 2 of this Article, by one (1) or more of the members.
2. At the beginning of a meeting, any member may propose the inclusion of items on the agenda.
3. During a meeting, any member may propose the inclusion of items on the agenda for the subsequent meeting.
4. The presence of at least half of the EVI SSAC members shall constitute a quorum. In the absence of a quorum, recommendations must be confirmed by written procedure.
5. The Chairperson of EVI SSAC shall direct the proceedings, giving precedence to those who wish to raise a point of order or a preliminary matter.



6. If the Chairperson of EVI SSAC or any member disputes the admissibility of a motion proposed by a member during the proceedings, the matter shall be put to a vote. The substance of such a motion may be discussed only with the consent of the majority, within the meaning of Article 6 paragraph 1 hereto.
7. Motions to exclude questions from the EVI SSAC or to postpone consideration of a matter shall be subject to a vote before dealing with the substance of the matter.
8. On the request of 2/3 of the EVI SSAC members and/or the EVI Secretariat the EVI SSAC chairmanship can be on the agenda of the EVI SAC meeting.
9. If the Chairperson of EVI SAC considers that a motion may impede the proceedings, he/she shall forthwith put the matter to a vote without debate.
10. The Chairperson of EVI SSAC may move to close a debate when he/she considers that all members have had an opportunity to express their views.

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## **ARTICLE 6 - Adoption of recommendations**

1. Recommendations of the EVI SSAC are advisory and shall require a quorum (see Article 5 paragraph 4) in order to be adopted. In the absence of a quorum recommendations must be confirmed by written procedure.
2. A motion, which deals with several questions, shall be divided into its individual parts if this is so requested.

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## **ARTICLE 7 - Minutes of EVI Strategic and Scientific Advisory Committee meetings**

1. Minutes shall be taken of each meeting of the SSAC by the EVI Secretariat and shall include:
  - List of participants
  - Agreed agenda;
  - Record of proceedings;
  - Recommendations adopted with a record of the voting figures if applicable;
  - Any dissenting views with respect to adopted recommendations



- Any conflict of interest declared by EVI SSAC members regarding the items on the agenda.
2. The draft minutes shall be submitted for review to EVI SSAC members within thirty (30) days after the meeting. The EVI SSAC members present at the meeting will then have fifteen (15) days to amend the minutes by submitting their amendments in writing to the EVI Secretariat. The adoption of the final version of the minutes will formally be done at the following meeting.

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## **ARTICLE 8 - Revision of the Rules of Procedure and annexes**

1. The EVI Board decides on revision of the RoP of the EVI SSAC. The EVI SSAC can propose to the EVI GA through the EVI Secretariat for revision of the RoP of the EVI SSAC.
2. Changes adopted shall take effect from the date of the next meeting of the EVI SSAC. The members of the EVI GA and of the EVI SSAC shall be provided with the revised RoP as soon as possible by the EVI Secretariat.



EUROPEAN VACCINE INITIATIVE

Approved by the EVI Board on XXXX

*SIGNED*

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Chair of EVI General Assembly



EUROPEAN VACCINE INITIATIVE

Approved by the EVI Board on XXXX

*SIGNED*

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EVI Executive Director





## Annex I

### Confidentiality Agreement

Terms and conditions under which The European Vaccine Initiative (EVI) shall disclose detailed information regarding its activities (“the Information”).

1. Information provided by EVI orally or in written form shall at all times be and remain the property of EVI, and shall be used by the signatory for the sole purpose of generating an advisory report assessing EVI’s portfolio of drug and vaccine candidates as well as cross-cutting projects and activities (“the Purpose”).
2. The information shall at all times be held in strict confidence and under conditions of secrecy, and shall not, without the prior written consent of EVI, be disclosed or used for any purpose other than for the Purpose, be disclosed to any third party or used for the benefit of any third party.
3. The provisions of Clause 2 shall not apply to any information:
  - a) Which, at the time of receipt, is in the public domain;
  - b) Which, after receipt becomes part of the public domain by publication or otherwise by lawful and proper means;
  - c) Which can be established by competent proof was in your possession prior to receipt from EVI, and was acquired with free rights of disposal directly or indirectly from a source wholly independent of EVI;
  - d) Which can be established by competent proof was independently developed by colleagues of the signatory who had no knowledge of the information disclosed hereunder;
  - e) Which was subsequently received from a third party with good legal title thereto.
4. Access to information shall be restricted by the signatory to the minimum number of employees and colleagues necessary for the Purpose herein, and such employees shall be made aware that the information is confidential, and shall be bound by confidentiality obligations at least as strict as those contained herein. Upon completion of the Purpose and in absence of any further written agreement with EVI, information, which is in tangible form, shall be promptly returned to EVI, except for one copy, which may be retained in legal files for the sole purpose of determining continuing legal obligations hereunder. Such return shall not affect the obligation under Clause 2 to keep information confidential.
5. Nothing in this Confidentiality agreement shall be construed as a grant of rights to the Information, or as placing EVI under any obligation to grant future rights to information in any subsequent agreement.
6. This Confidentiality Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof, and shall not be modified, except by written mutual agreement.



7. This Confidentiality Agreement takes effect from the date of signature and shall be governed by the laws of Germany. The confidentiality obligations shall expire five (5) years after the date of disclosure of the information.

I the undersigned, by my signature, agree to the above terms and conditions.

Date \_\_\_\_\_

Place \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

For European Vaccine Initiative \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_