



# **ENLIGHT'EM**

## European Training Network in Low-Energy Visible Light IoT Systems

Innovative Training Networks (ITN)  
H2020-MSCA-ITN-2018

### Deliverable D6.2

Supervisory Board of the Network



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# Deliverable D6.2

## Supervisory Board of the Network

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### Abstract

This deliverable presents the structure and role of the Supervisory Board according to the Grant Agreement and Consortium Agreement of the ENLIGHT'EM project. Besides, it lists the members of the Supervisory Board that were appointed by their respective organisations.
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## **Executive Summary**

This deliverable presents the structure and role of the Supervisory Board according to the Grant Agreement and Consortium Agreement of the ENLIGHT'EM project. Besides, it lists the members of the Supervisory Board that were appointed by their respective organisations.

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## 1 Introduction and definition of the Supervisory Board

In this deliverable, we present the structure and role of the Supervisory Board (SB) according to the Grant Agreement and Consortium Agreement (Deliverable D6.1) of the MSCA ENLIGHT'EM ETN. Moreover, the deliverable lists the members of the Supervisory Board that were appointed by their respective organisations.

As regulated in the project's Grant Agreement, the SB of the ENLIGHT'EM ETN will oversee all activities of the training network. The SB is the highest authority within the project and it constantly monitors the quality of the scientific and training progress, as well as the work of the management board.

The SB consists initially of one representative from each beneficiary and partner organization, to be selected by the respective participating organizations. All members of the supervisory board have voting rights on the decisions of the board. Once the ESRs are 6 months into their PhD (M15), two representatives of the ESRs will be appointed by the General Assembly and will be invited to participate to SB meetings. New ESR representatives will be elected every 10 months (on M25 and M35). The Supervisory Board makes all steering decisions for the project. Among specific duties, it revises at approves potential changes to the work plan, approves the ESRs' Career Development Plans, and acts as the final decision point for all conflicts within the Consortium.

The project's Consortium Agreement (Section 6, see Annex) regulates the governance structure of the project, including the rights and obligations of the Supervisory Board and its cooperation with the other Consortium Bodies.

## 2 Members of the Supervisory Board

The following table lists the members of the Supervisory Board that have been appointed by their organisations:

<b>Supervisory Board Member</b>	<b>Institution</b>
Domenico Giustiniano (chair)	IMDEA Networks
Marco Zuniga	Delft University of Technology
Murat Uysal	Ozyegin University
Daniele Puccinelli	Scuola Universitaria Professionale della Svizzera Italiana
Mostafa Afgani	pureLiFi
Harald Haas	The University Court of the University of Edinburgh
Ilenia Tinnirello	University of Palermo
Julio Rufo	LightBee
Usman Raza	Toshiba Research Europe Ltd.
Emrah Kinav	Ford Otomotiv Sanayi A.S.
Stepan Kucera	Nokia Bell Labs Ireland
Marent Guenter	Tridonic
Tinku Rasheed	Zodiac Inflight Innovations
Deepak Solanki	Velmenni
Pablo Serrano	Carlos III University of Madrid
Rafael Perez Jimenez	University of Las Palmas de Gran Canaria





# Annex



## **Annex 1: Governance Structure according to Section 6 of the Consortium Agreement – Deliverable D6.1**

### 6.1 General structure

The organisational structure of the Consortium shall comprise the following Consortium Bodies:

The General Assembly as the ultimate decision-making body of the consortium.

The Supervisory Board is responsible for overseeing the quality of the network-wide training of ESRs and for ensuring that scientific/technological training is balanced with transferable skills training appropriate to the needs of each recruited researcher. The Supervisory Board will also oversee the quality and quantity of supervision of the ESRs and shall report to and be accountable to the General Assembly.

The Coordinator is the legal entity acting as the intermediary between the Parties and the Funding Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

The Management Support Team assists the Supervisory Board and the Coordinator.

### 6.2 General operational procedures for all Consortium Bodies

#### 6.2.1 Representation in meetings

Any Party which is a member of a Consortium Body (hereinafter referred to as "Member"): should be represented at any meeting of such Consortium Body; may appoint a substitute or a proxy to attend and vote at any meeting; and shall participate in a cooperative manner in the meetings.

#### 6.2.2 Preparation and organisation of meetings

##### 6.2.2.1 Convening meetings:

The chairperson of a Consortium Body shall convene meetings of that Consortium Body.

	Ordinary meeting	Extraordinary meeting
General Assembly	Kick-off Assembly at entry into force of the GA; at least 1 annual meeting before the end of each reporting period.	At any time upon written request of the Supervisory Board or 1/3 of the Members of the General Assembly
Supervisory Board	At least quarterly. Variations of $\pm 1$ month in justified cases; e.g. match with milestones, deliverables; possible additional meeting prior an Assembly or Review	At any time upon written request of any Member of the Supervisory Board

6.2.2.2 Notice of a meeting:

The chairperson of a Consortium Body shall give notice in writing of a meeting to each Member of that Consortium Body as soon as possible and no later than the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
General Assembly	45 calendar days	15 calendar days
Supervisory Board	21 calendar days	10 calendar days

6.2.2.3 Sending the agenda:

The chairperson of a Consortium Body shall prepare and send each Member of that Consortium Body a written (original) agenda no later than the minimum number of days preceding the meeting as indicated below.

General Assembly	21 calendar days, 10 calendar days for an extraordinary meeting
Supervisory Board	7 calendar days

6.2.2.4 Adding agenda items:

Any agenda item requiring a decision by the Members of a Consortium Body must be identified as such on the agenda.

Any Member of a Consortium Body may add an item to the original agenda by written notification to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

General Assembly	14 calendar days, 7 calendar days for an extraordinary meeting
Supervisory Board	2 calendar days

6.2.2.5 During a meeting the Members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda.

6.2.2.6 Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document which is then agreed by the defined majority (see Section 6.2.3.) of all Members of the Consortium Body. Such document shall include the deadline for responses.

6.2.2.7 Meetings of each Consortium Body may also be held by teleconference or other telecommunication means.

6.2.2.8 Decisions will only be binding once written approval of the Minutes has been received from a majority of the members according to Section 6.2.5.

### 6.2.3 Voting rules and quorum

6.2.3.1 Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum).

If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members are present or represented.

6.2.3.2 Each Member of a Consortium Body present or represented in the meeting shall have one vote.

6.2.3.3 Defaulting Parties may not vote.

6.2.3.4 In the General Assembly, decisions shall be taken by a majority of two-thirds (2/3) of the votes cast. In the Supervisory Board, decisions shall be taken by simple majority (50%+1) of the votes cast.

### 6.2.4 Veto rights

6.2.4.1 A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.2.4.2 When the decision is foreseen on the original agenda, a Member may veto such a decision within 15 calendar days after the draft minutes of the meeting are sent.

6.2.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 15 calendar days after the draft minutes of the meeting are sent.

6.2.4.4 In case of exercise of veto, the Members of the related Consortium Body shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its Members.

6.2.4.5 A Party may not veto decisions relating to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

6.2.4.6 A Party requesting to leave the consortium may not veto decisions relating thereto.

### 6.2.5 Minutes of meetings

6.2.5.1 The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. She/He shall send the draft minutes to all Members within 10 calendar days of the meeting.

6.2.5.2 The minutes shall be considered as accepted if, within 15 calendar days from sending, the Minutes has been approved in writing to the chairperson from a majority of the Members.

6.2.5.3 The chairperson shall send the accepted minutes to all the Members of the Consortium Body and to the Coordinator, who shall safeguard them.

If requested the Coordinator shall provide authenticated duplicates to Parties.

## 6.3 Specific operational procedures for the Consortium Bodies

### 6.3.1 General Assembly

In addition to the rules described in Section 6.2, the following rules apply:

#### 6.3.1.1 Members

6.3.1.1.1 The General Assembly shall consist of one representative of each Party (hereinafter General Assembly Member).

6.3.1.1.2 Each General Assembly Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2. of this Consortium Agreement.

6.3.1.1.3 The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise in a meeting of the General Assembly.

6.3.1.1.4 The Parties agree to abide by all decisions of the General Assembly.

This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8 of the Consortium Agreement.

#### 6.3.1.2 Decisions

The General Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. In addition, all proposals made by the Supervisory Board shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- a) Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
- b) Changes to the Consortium Plan

- c) Modifications to Attachment 1 (Background Included) of the Consortium Agreement according to 9.1.2 of the Consortium Agreement
- d) Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2 of the Consortium Agreement) of the Consortium Agreement
- e) Additions to Attachment 4 (Identified Affiliated Entities) of the Consortium Agreement
- f) Modifications to Attachment 8 (Consortium Plan Budget) of the Consortium Agreement

#### Evolution of the consortium

- g) Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party
- h) Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal
- i) Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- j) Declaration of a Party to be a Defaulting Party
- k) Remedies to be performed by a Defaulting Party
- l) Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- m) Proposal to the Funding Authority and the Parties for a change of the Coordinator
- n) Proposal to the Funding Authority and the Parties for suspension of all or part of the Project
- o) Proposal to the Funding Authority for termination of the Project and the Consortium Agreement

Section 6.2.2.6 and Section 6.2.3.4 shall not apply in respect of matters listed above in subsection a), b), c), f) and g). Such decisions shall be taken by all Members unanimously.

#### Appointments

On the basis of the Grant Agreement, the appointment if necessary of:

Supervisory Board Members

Project Manager

External Expert Advisory Board (EEAB)

#### 6.3.2 Supervisory Board

In addition to the rules in Section 6.2, the following rules shall apply:

##### 6.3.2.1 Members

The Supervisory Board shall consist of one representative of each Party, and two ESRs as representatives of the ESRs appointed by the General Assembly (hereinafter Supervisory Members).

The Coordinator shall chair all meetings of the Supervisory Board and the Project Manager will co-chair all meetings, unless decided otherwise by a majority of two-thirds.

##### 6.3.2.2 Minutes of meetings

Minutes of Supervisory Board meetings, once accepted, shall be sent by the chairperson to the General Assembly Members for information.

### 6.3.2.3 Tasks

6.3.2.3.1 The Supervisory Board shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to Section 6.3.1.2.

6.3.2.3.2 It shall seek a consensus among the Parties.

6.3.2.3.3 The Supervisory Board shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

6.3.2.3.4 The Supervisory Board shall monitor the effective and efficient implementation of the Project.

6.3.2.3.5 In addition, the Supervisory Board shall collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the General Assembly.

6.3.2.3.6 The Supervisory Board shall:

- support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables
- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Funding Authority in respect of the procedures of the Grant Agreement Article 29
- oversee the quality of the research training programme and ensure an adequate balance between scientific/technological and transferable skills training, while monitoring the costs of each network-wide event
- ensure that the skills acquired by ESRs fulfil the needs of both academia and the non-academic sector in order to enhance the intersectoral employability of the ESRs
- establish an active and continuous communication and exchange of best practice among the Parties, Partner Organisations, ESR and any stakeholders involved in the Project to maximise the benefits of the partnership
- oversee the quality and quantity of supervision of the ESRs
- review the training and research plan every 6 months
- evaluate and explore possible Intellectual Property commercial exploitation in case of potential joint ownership
- set procedures for the dealing with cases of scientific misconduct
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6.3.2.3.7 In the case of abolished tasks as a result of a decision of the General Assembly, the Supervisory Board shall advise the General Assembly on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

### 6.4 Coordinator

6.4.1 The Coordinator shall be the intermediary between the Parties and the Funding Authority and shall perform all tasks assigned to it as described in the Grant Agreement and in this Consortium Agreement.

6.4.2 In particular, the Coordinator shall be responsible for:



- monitoring compliance by the Parties with their obligations
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3 of the Consortium Agreement
- providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

If one or more of the Parties is late in submission of any Project deliverable, the Coordinator may nevertheless submit the other parties' Project deliverables and all other documents required by the Grant Agreement to the Funding Authority in time.

6.4.3 If the Coordinator fails in its coordination tasks, the General Assembly may propose to the Funding Authority to change the Coordinator.

6.4.4 The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium, unless explicitly stated otherwise in the Grant Agreement or this Consortium Agreement

6.4.5 The Coordinator shall not enlarge its role beyond the tasks specified in this Consortium Agreement and in the Grant Agreement.

## 6.5 ESR Supervisors

6.5.1 The ESR supervisors are in charge of recruitment and selection of the ESRs, will meet regularly with the ESR to discuss progress and provide scientific guidance and training. They assist the ESRs in drawing up a Career Development Plan and monitor their training progress.

## 6.6 ESR Representative

6.6.1 The ESR Representative acts on behalf of the ESRs at Supervisory Board level and is entitled to one vote. It is elected by and among the ESRs by simple majority (50%+1) for a period of 12 months. After such period, a new election will take place.

## 6.7 Management Support Team

The Management Support Team shall be proposed by the Coordinator. It shall be appointed by the Supervisory Board and shall assist and facilitate the work of the Supervisory Board and the Coordinator for executing the decisions of the General Assembly as well as the day-to-day management of the Project. It consists of a Project Manager and a Project Administrator. The responsibility of the Project Manager are:

- He/she is responsible for the success of the training activities and the communication among all ERS about training needs. He will lead respective actions in the Supervisory Board meetings. He/she will liaise with the ESR representatives, individual supervisors, industrial partners and the local workshop planning committee to adjust the training strategy and the network meetings.
- He/she is the reference for research issues, monitors the scientific progress in each work package group and ensures integration across different research themes and work packages. He/she can suggest new activities for network meetings or for online content

and set the agenda for the research-related discussion at the Supervisory Board meetings.

- Monitoring and actively reviewing the progress and the contents of all required scientific deliverables, the completion of milestones and the redaction of periodic reports;
- Coordinating the presentation of demonstrators in public events;
- Having an active role in joint scientific publications involving possibly multiple project partners;
- Proactively stimulate the dissemination and exploitation activities of the training network

The responsibilities of the Project Administrator are:

- technical support for central coordination of hiring of ESRs
- ensuring good use of the project management tools, keeping them updated and storing data correctly, maintaining the website and supervising social pages of the project
- communication through public events and collection of data for disseminating the outcome;
- being responsible for administrative matters of trainings and events, including minutes at project meetings and news at consortium level;
- monitoring the secondments of the ESRs from an administrative point of view;
- monitoring the project budget and assuring local accounting

#### External Expert Advisory Board (EEAB)

An External Expert Advisory Board (EEAB) will be appointed and steered by the Supervisory Board. The EEAB shall assist and facilitate the decisions made by the General Assembly. The Coordinator is authorised to execute with each member of the EEAB a non-disclosure agreement, which terms shall be not less stringent than those stipulated in this Consortium Agreement, no later than 30 calendar days after their nomination or before any confidential information will be exchanged, whichever date is earlier. The Coordinator shall write the minutes of the EEAB meetings and prepare the implementation of the EEAB's suggestions. The EEAB members shall be allowed to participate in General Assembly meetings upon invitation but have not any voting rights.

#### 6.8 Specific provisions for employment of ESRs

ESRs and their employing institutions will sign an agreement which defines their respective role, entitlements and responsibilities, as specified in Article 32 of the Grant Agreement.

The ESR and his/her supervisor are obliged to complete a Career Development Plan which defines the ESR's objectives over both the short and long term (Article 32.1 of the Grant Agreement). A template for the Career Development Plan is included as Attachment 5 of the Consortium Agreement.