



## Ensuring Value in Research Funders' Forum (EViR) Associate Membership Terms and Conditions

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THIS Agreement is made between the University of Southampton and any person (“**User**”) who completes the registration process to open and maintain an account with the Forum. University and User are collectively referred to as the “**Parties**”.

All EViR Members equally commit to the following terms and conditions, without revisions.

Membership rights, privileges and obligations commence upon receipt by the Secretariat of the signed Membership Agreement.

- 1. Definitions.** All capitalised terms not defined herein shall have the meanings set forth in the Membership Terms and Conditions.

Agreement – means this Membership Agreement.

Annual Membership Fee – means the annual payment of GBP 5,000 (GBP 1,000 in respect of Small Organisations) at the prevailing exchange rate and exclusive of any international transfer charges, due to the Secretariat by Members throughout the Membership Term and which is not applicable to Associate Membership.

"Applicable Data Protection Laws" means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the Data Protection Act 2018 ("DPA"), UK GDPR as amended by The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, any Member's national legislation in respect of the protection of personal data, and all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO (or equivalent regulatory body) from time to time.

Associate Member – means a membership held by an organisation that represents health research funders (without being a funder itself), or that sets health-related research policies, or that works closely with researchers or research funders, or that makes a contribution to improving the health research funding landscape. They support the EViR Guiding Principles and are invited by the Steering Group (SG).

Honorary Member – means a membership held by an individual who is a leading voice in a field relevant to health research funding. They support the EViR Guiding Principles and are invited by the SG.

Background IP – means Intellectual Property Rights that are provided by one Member to any other Member(s) for use in the Forum or its Members (whether before or after the

date of this Agreement);

Commencement Date – means the first calendar day of the month following the receipt by the Secretariat of the signed Membership Agreement;

"Controller", "Processor", "Processing", "Data Subject", "Personal Data" and "Personal Data Breach" - shall have the meaning given to those terms in the Applicable Data Protection Laws;

EViR Core Activities – means all projects and activities which are funded through the use of membership funds.

EViR Foreground IP – means Intellectual Property developed by the Forum in the course of and for the purpose of any EViR Core Activities.

Forum – means the Ensuring Value in Research Funders' Forum (EViR);

Forum Year – means 1<sup>st</sup> January to 31<sup>st</sup> December;

Intellectual Property (IP) - Shall mean intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, applications for any of the above.

Member – means the entity which is named on the Membership Application Form;

Members – means the Secretariat and all entities with an active membership having signed the Membership Agreement for the current period.

Membership Term – means the period of time which the Member is contracted to the Forum.

Secretariat – means the organisation that is charged with managing the Forum on a day to day basis and reporting to the Forum Steering Group. This is currently University of Southampton.

Small Organisation – means those organisations with an annual research spend of under GBP 10 million.

Steering Group - means the Co-convenors (or Members appointed by the Co-Convenors) and University representatives charged with setting the overall direction of the Forum.

University – means University of Southampton.

## 2. **STRATEGIC CONTEXT AND SCOPE**

The Ensuring Value in Research (EViR) Funders' Forum is an international collaboration of public and philanthropic funders, as well as Associate Members and Honorary Members, focussed on raising the probability of benefits to society from health-related

research by advancing the practices of research and research funding.

These Membership Terms and Conditions define the management of the EViR Funders' Forum and the role of its Secretariat, the membership model and defines the rights, obligations and liabilities of the Members. The terms and conditions herein shall govern the Member's participation in the Forum, as defined herein.

### **3. MEMBERSHIP, COMMENCEMENT AND DURATION**

- 3.1 The Member hereby agrees to become a member of the Forum and to collaborate on EViR Core Activities upon the terms and conditions set out in these Membership Terms and Conditions. Membership will commence on the first calendar day of the month following receipt by the Secretariat of the signed Membership Agreement and will terminate at the end of the Forum Year. The Steering Group reserves the right to review the Membership Terms and Conditions annually.
- 3.2 There is no set or mandatory Membership Fee for Associate Members, but small contributions towards EViR running costs are welcome. Payments may be made by credit or debit card or by PayPal where the facility exists, or by invoiced bank transfer. The University, on behalf of the Forum, reserves the right to implement and/or increase the annual Membership Fee, subject to prior consultation with Members.

### **4. MANAGEMENT & GOVERNANCE**

- 4.1 A management structure shall be established for the Forum to ensure the management and governance of EViR Core Activities, the Forum, and the Members. The management structure shall consist of at least a Steering Group and a Secretariat.
- 4.2 The Steering Group shall keep the management and governance structure under review to ensure its fitness for purpose for the current and ongoing strategy and mission of the Forum and the benefit of its Members.
- 4.3 The Steering Group shall meet by monthly teleconferences, or in a manner as agreed by the Steering Group members.
- 4.4 Steering Group
  - 4.4.1 The Steering Group (SG) Representatives drawn from the membership.
  - 4.4.2 The SG shall consider the overall strategic direction and objectives of the Forum and represent the Members' interests.
  - 4.4.3 The SG shall operate in accordance with its Terms of Reference as specified in Schedule 2.
  - 4.4.4 The SG shall carry out other responsibilities as assigned from time to time and deemed appropriate.
- 4.5 Chair

4.5.1. The Chair will be appointed by the SG, on a rotating three year tenure with the option of up to two 12 month extensions.

4.5.2. The Chair will play a key role in liaising with the Secretariat and the SG to provide direction when a decision is required at short notice. The scope of the role is set out below:

- (a) Provide input and support to the Secretariat.
- (b) Meet every three to four weeks with the Secretariat to plan activities.
- (c) In the event of disagreement between the SG members, the Chair may take a decision by 'Chair's action'.
- (d) Chair the SG meetings.

#### 4.6 Secretariat

4.6.1 The Secretariat (ES) shall be responsible for the day to day operational management and fiscal responsibilities of the Forum. The Secretariat shall be managed and resourced by the University and is accountable to the SG.

4.6.2 The ES ensures best use of resources and delivery of Member benefits.

4.6.3 The ES directs the day to day activities of the Forum and the EViR Core Activities, together with reporting such activity to the SG.

4.6.4 The ES shall manage new Member applications and report such changes in membership to the SG.

4.6.5 The ES shall be responsible for leading on external funding applications in support of the EViR Forum objectives.

4.6.6 The ES is responsible for the Forum publicity material and web presence, and;

4.6.7 The ES shall carry out other responsibilities as deemed appropriate and assigned from time to time, or as specified in the Terms of Reference (Schedule 2).

### 5 CONFLICTS OF INTEREST

5.1 Subject to clause 5.2, if a proposed decision of the SG is concerned with an actual or proposed transaction or arrangement in which a SG Member (or Member represented by a SG Member) has any interest, that SG Member shall disclose that interest to the SG.

5.2 The other SG Members shall, acting reasonably and in good faith, determine whether that interest amounts to a conflict of interest. Where a majority of the SG Members present at the meeting (either in person, or by permitted proxy) determine that the interest does amount to a conflict of interest, the conflicted SG Member shall not be counted as participating in the decision-making process for quorum or voting purposes.

## **6 EVIR FUNDERS' FORUM FUND MANAGEMENT and PAYMENTS**

- 6.1 Annual Membership Fees and any voluntary contributions shall be contributed by the Members where applicable in accordance with the Membership Terms and Conditions, managed by the Secretariat for the benefit of the Forum and in support of EViR Core Activities.
- 6.2 The Secretariat shall produce an annual report for the SG and the membership to document the use of the Annual Membership Fees and any voluntary contributions.
- 6.3 An email reminder will be sent to the relevant Associate Member representative identified in the Application around 1<sup>st</sup> September and each subsequent anniversary as a reminder that the signed Membership Agreement is due for the proceeding Forum Year should a Member wish to renew their membership, subject to Termination or Withdrawal in accordance with Clause 16 herein.
- 6.4 The use of any funds by the Secretariat outside the scope of planned Forum operational costs will be subject to approval by the SG.
- 6.5 In the event that the SG and its Members wish to conduct any commissioned work or research, the University shall have first right of refusal to undertake such work as the Forum host organisation and subject to the availability of appropriate skills to undertake the specified work.
- 6.6 In the event that the SG decides to close the Forum, any Membership Fees held by the University shall be returned to Member Organisation minus any agreed costs of closing activities.
- 6.7 Should the host of the Secretariat no longer wish to participate in the EViR Funders' Forum, they will provide the Co-convenors with at least six (6) months' notice and a replacement Secretariat will be sought.
- 6.8 The ES shall be hosted by the University. The SG reserves the right to contract a replacement ES for reasons of underperformance or negligence, giving the ES at least six (6) months' notice of the decision to contract a replacement ES.

## **7 GENERAL OBLIGATIONS OF THE PARTIES**

- 7.1 Each party shall at all times during the Membership Term:
  - (a) act honestly and faithfully and with due and proper diligence in the interests of the Forum;
  - (b) procure that any designee appointed by the Member to participate in an EViR activity; including but not limited to activities and committees, act honestly and faithfully and with due and proper diligence in the interests of the Forum;
  - (c) promptly and properly comply with all obligations imposed under the Membership Terms and Conditions; and
  - (d) use all reasonable endeavours to co-operate with the other Members in order

to ensure the efficient operation of the Forum, to foster the development of the Forum activities and to ensure that, wherever appropriate and reasonably possible, activities that advance the practices of research and research funding are brought into the Forum.

- (e) support the Guiding Principles and strive to ensure value in research.

7.2 It shall be the responsibility of each Member to:

- (a) notify the Secretariat promptly in the event that any details contained in its application form are no longer accurate or up to date (if applicable).
- (b) participate in Forum meetings, with an expectation that the Member representative will attend at least one Forum meeting per annum.

## **8 EViR CORE ACTIVITIES**

The Forum, through the ES, will develop an annual plan for EViR Core Activities for approval by the SG. The ES will also report on progress of EViR Core Activities to the SG.

The Members rights and obligations arising from the EViR Core Activities shall be in accordance with the Membership Terms and Conditions.

## **9 INTELLECTUAL PROPERTY**

- 9.1 All Background IP is and shall remain the exclusive property of the Member owning it (or, where applicable, the third party from whom it is right to use the Background IP has derived).
- 9.2 All EViR Foreground IP shall be owned by the University in trust for the Forum. The University agrees to provide a perpetual, non-exclusive, non-transferable, royalty-free licence for the Member organisations to use such IP for the purpose of supporting Forum activities.
- 9.3 The Secretariat shall maintain an IP register for all EViR Foreground IP.

## **10 CONFIDENTIALITY**

- 10.1 All material shared through the Forum shall be treated as confidential by its Members unless otherwise specified.
- 10.2 Subject to Clauses 10.3 and 10.4, each Member shall use all reasonable endeavours to ensure that only those employees, students, and contractors have access to other Members' Confidential Information including Confidential Information from EViR Core Activities, as necessary under the Membership Terms and Conditions. Further, each Member undertakes to keep Confidential Information confidential, and not to disclose to any third party nor use for any purpose except as expressly permitted by the Membership Terms and Conditions, any of another Member's Confidential Information or Forum Confidential Information.
- 10.3 No Member shall incur any obligation under clause 10.1 with respect to information which:

10.3.1 is known to the receiving Member before the date of disclosure and not impressed already with any obligation of confidentiality to the disclosing Member; or

10.3.2 is or becomes publicly known without the fault of the receiving Member; or

10.3.3 is obtained by the receiving Member from a third party in circumstances where the receiving Member has no reason to believe that there has been a breach of an obligation of confidentiality owed to the disclosing Member; or

10.3.4 is independently developed by the receiving Member; or

10.3.5 is approved for release in writing by an authorised representative of the disclosing Member; or

10.3.6 the receiving Member is specifically required to disclose by law or in order to fulfil an order of any Court of competent jurisdiction provided that, in the case of a disclosure under the Freedom of Information Act 2000 or similar legislation in other jurisdictions, none of the exemptions in that Act applies to the Confidential Information.

10.4 If any Member receives a request under the Freedom of Information Act 2000 or similar legislation to disclose any Confidential Information, it shall notify and consult with the Forum. The Forum shall respond within five (5) working days after receiving notice if the notice requests assistance in determining whether or not an exemption in that act applies.

10.5 Each Party shall be responsible for ensuring the compliance of their respective employees, students, and contractors with the obligations of confidentiality in, and on terms no less onerous than, this Clause 10.

10.6 This Clause 10 shall remain in force for a period of seven (7) years following the termination of Membership of the EVIR FF, save that any Confidential Information which comprises personal data shall continue without limitation of time.

## **11 PUBLICITY AND PUBLICATION**

11.1 For transparency, Members must inform the SG if they are presenting any work in relation to the EVIR Funders' Forum at external events.

11.2 No Member shall use the name or logo of any other Member in any press release or product advertising or for any other purpose without the prior written consent of that Member.

## **12 DATA PROTECTION**

12.1 Only if the Member is otherwise subject to European Union legislation, University and Member agrees:

- 12.1.1 that for the purposes of Processing Personal Data for the Secretariat function of the Forum, the University shall act as **Data Processor** and the Member shall act as **Data Controller** and each party shall comply with their respective obligations under the Applicable Data Protection Legislation;
- 12.1.2 to put in place and maintain appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing or accidental destruction, loss or damage;
- 12.1.3 to have adequate security programmes and procedures to ensure that only authorised personnel have access to Personal Data and that any persons authorised to have access to Personal Data shall respect and maintain all due confidentiality;
- 12.1.4 not to Process Personal Data for longer than is necessary to carry out the Secretariat function of the Forum (other than to comply with a requirement of applicable law); and
- 12.1.5 to notify the other without undue delay following any Personal Data Breach involving the Personal Data and each party shall co-operate with the other, to the extent reasonably requested, in relation to any notifications to competent authorities or to Data Subjects which are required following a Personal Data Breach.

### **13 WARRANTIES OF THE MEMBERS**

- 13.1 Each Member warrants to the other Members that:
  - (a) it has full power and authority under its constitution or equivalent document, and has taken all necessary actions and obtained all authorisations, licences, consents and approvals, to allow it to agree to the Membership Terms and Conditions; and
  - (b) it shall use reasonable endeavours to ensure the accuracy of any information or materials it supplies pursuant to these Membership Terms and Conditions, and promptly to correct any error in such information or materials of which it is notified or of which it becomes aware.
- 13.2 Except for the express warranties set out in these Membership Terms and Conditions, no Member gives to any other Member any warranty whatsoever, and all other conditions, warranties, stipulations or other statements (whether express or implied, by statute, at common law or otherwise howsoever) are hereby excluded.

### **14 LIABILITIES AND INDEMNITY**

- 14.1 The University warrants to the Member that the hosting of the Forum and its Secretariat function shall be performed using reasonable care and skill as far as reasonably possible.
- 14.2 Except in cases of death or personal injury caused by the University's negligence, the University shall not be liable to the Member by any reason for any loss of profit or any indirect, special or consequential loss, damages, costs, expenses or other claims which arise out of or in connection with its hosting of the Forum and the Secretariat function arising under the Membership Terms and Condition. The entire liability of



the University shall not exceed the Annual Membership Fee paid by that Member in the year during which the act or omission occurred, except as expressly provided herein. This warranty is in lieu of all other terms, conditions and warranties, expressed or implied statutory or otherwise and any other liabilities whatsoever.

## **15 TERMINATION OR WITHDRAWAL**

- 15.1 These Membership Terms and Conditions shall continue in effect until such time as the Member's membership is terminated by the Member (voluntarily) or by the Forum (for non-payment or cause), or where there is a decision by the SG to remove a Member. In the event of any termination of the Member's membership any fees that are due and owing shall remain payable, and no refund shall be made of any dues paid.
- 15.2 As the Forum was established with the support of the University to support its charitable aims as an institution of higher education and research, the Member acknowledges that the Forum Secretariat relies on the Annual Membership Fees to support these endeavours and the Forum budget is based on these fees. For the Forum to maintain its sustainability and rely on its budget forecast(s) the Member agrees to provide the Forum written (email to Secretariat is sufficient), advance notice of its intention to voluntarily terminate their agreement to the Membership Terms and Conditions or withdraw as a Member with three (3) months written notice.
- 15.3. Should the Forum become dissolved, any Membership Fees held by the University shall be returned to the Member Organisation for the remainder of the Membership Term, minus any agreed costs of closing activities.

## **16 MISCELLANEOUS**

### **16.1 Attachments, Inconsistencies and Severability**

In case of conflicts between the application, the schedules and the core text of the Membership Terms and Conditions, the latter shall prevail. Should any provision of the Membership Terms and Conditions become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of the Membership Terms and Conditions. In such a case, the Members concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

### **16.2 Amendments**

The Membership Terms and Conditions may not be amended except by the prior written approval of the Forum.

### **16.3 No representation, partnership or agency**

The Members shall not be entitled to act or to make legally binding declarations on behalf of the Forum, University or any other Member. Nothing in the Membership Terms and Conditions shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Members.

#### **16.4 Notices and Other Communication**

Any notice to be given under the Membership Terms and Conditions shall be in writing to the addresses and recipients as listed in the most current address list kept by the ES.

*Formal notices:* If it is required in the Membership Terms and Conditions that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of the Member or the Forum and shall either be served personally or sent by mail with recorded delivery to the address of record as listed in the application form or amended by notice to the Forum.

*Other communication:* Other communication between the Members may also be effected by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form. Any change of persons or contact details shall be notified immediately by the respective Member to the Forum.

The address list shall be accessible to all Members on request.

#### **16.5 Assignment**

No rights or obligations of the Members arising from the Membership Terms and Conditions may be assigned or transferred, in whole or in part, to any third party without the prior written consent of the Forum, except in the case of a transfer or sale of all or substantially all of the business assets of the Member, or a merger, consolidation, or other transaction that results in a change in control of the Member, provided that the surviving entity must agree to the Membership Terms and Conditions.

#### **16.6 Continuing Obligations**

Clauses 6, 8, 9, 10, 11, 14, 15, 16.5, 16.6, and 16.8 shall survive the termination of the Membership Terms and Conditions, the expiry of agreement to the Membership Terms and Conditions, or the withdrawal of any Member for any reason and shall continue in force indefinitely or, in the case of clause 10 (Confidentiality), for seven (7) years.

#### **16.7 Force Majeure**

The Forum or the University shall not be liable under or deemed in breach of the Membership Terms and Conditions for any delays or failures in performance of the Membership Terms and Conditions which result from circumstances beyond its reasonable control.

#### **16.8 Mandatory National Law**

Each Member agrees to comply at all times with all applicable laws, regulations and guidelines relating to (i) anti-bribery and anti-corruption; (ii) environment and (iii) other applicable laws and regulations, of the country in which each is located and/or where any EViR Core Activity is undertaken. Further, each party shall comply with its own applicable policies, rules, regulations, ordinances, stipulations, and instructions, ("Policies") which include generally accepted standards in relation to, amongst others, business integrity, sustainability, labour standards, health and safety and the environment. Each party acknowledges that they are committed not to do anything by action or by omission that could be in breach of its applicable Policies.

### 16.9 Informal Dispute Resolution

If any dispute arises out of the Membership Terms and Conditions the parties or between Members, the parties to the dispute shall first attempt to resolve the matter informally through designated senior representatives of each party to the dispute or the SG if appropriate. If the parties are not able to resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing either party may bring proceedings in accordance with Clause 16.10.

### 16.10 Applicable Law and Settlement of Disputes

The Membership Terms and Conditions shall be governed exclusively by the laws and regulations of England. Subject to clause 16.9 (Informal Dispute Resolution) the English Courts shall have exclusive jurisdiction to deal with any dispute, which may arise out of or in connection with the Membership Terms and Conditions.

### SCHEDULES

- 1 Membership Fees and Benefits
- 2 Steering Group Terms of Reference

*[Insert your name, job title and organisation]*

Signed:.....

Date:.....

Please state if your organisation would like to make a voluntary contribution to EViR running costs:

- Yes
- No

If yes, please state contribution below:

..... GBP

## **SCHEDULE 1 Membership Fees and Member Benefits**

### **Associate Membership Fee Structure for the EViR Funders' Forum**

There is no set or mandatory Membership Fee for Associate Members, but small contributions towards EViR running costs are welcome (to be detailed at signatory page, if applicable).

### **Membership benefits**

All EViR members have access to:

- the EViR network of members;
- all past and present materials, tools and resources, including those from Forum groups on Microsoft Teams;
- membership of EViR working groups related to the Guiding Principles;
- membership of EViR interest groups for specialist areas;
- EViR conferences and webinars;
- the EViR community of practice for peer networking, queries and discussions.

## **SCHEDULE 2 EViR Steering Group Terms of Reference (Dated 19 July 2021)**

### **1. Purpose**

**1.1.** The EViR Funders' Forum offers an international community of shared practice and facilitated learning to increase the value of health-related research.

The objectives of the EViR Funders' Forum are to share, collaborate, learn and promote knowledge exchange to achieve the following:

- Set justifiable research priorities.
- Ensure robust research design, conduct and analysis.
- Ensure regulation and management of research conduct is proportionate to risks.
- Make all information on research methods and findings accessible and all reports complete and usable.

EViR has set out [10 Guiding Principles](#) that underpin this ambition.

**1.2.** The goal of the EViR Funder's Forum is to maximise the probability of benefits to society from health-related research by advancing the practices of research and research funding.

**1.3.** The purpose of the EViR Steering Group is to consider strategic and major operational issues for the Funders' Forum.

### **2. Role of the Steering Group**

**2.1.** The responsibilities of the EViR Funders' Forum Steering Group are:

- Setting the strategic agenda.
- Consider major operational issues for the Funders' Forum, including supporting the development and delivery of the agenda for the Forums' meetings.
- Develop and oversee the EViR Programme.
- Ensure that opportunities are addressed that could impact on:
  - The collaboration and development of the Forum,
  - Finance, infrastructure and reputation.
- Approve any tools, resources or discussion papers that are to be published under the banner of EViR.
- Oversee the work of the Secretariat through the annual review.
- Receive financial reports and oversee the Forum finances.
- Consider new membership requests.
- Ensure that the Group works according to the EDI (Equality, Diversity and Inclusion) principles.
  - The Steering Group will almost always act via consensus.
  - To review and update EViR documentation including this document annually.

### **3. Composition of the Steering Group**

- Chair
- Initial current members are expected to be the co-convenors whilst the group develops.
- The Steering Group at a minimum includes representatives of four full member organisations at any time.
- Representatives are drawn from the membership and invited by existing Steering Group members including but not limited to the organisation which host the EViR meetings.
- Efforts will be made to ensure that membership of the Steering Group is representative of the range – by type, size and geography – of EViR members.

#### **4. Steering Group Membership**

- The EViR Steering Group will approve new members for the EViR Steering Group.
- Steering Group membership will be a term of three years with the possibility of renewing once.
- The Steering Group membership of Hosting organisations will be held for a year.

#### **5. Chair of the Steering Group**

##### **5.1. Role of the Chair**

The Chair will play a key role in supporting the Secretariat and the Steering Group, and will provide direction when a decision is required at short notice. The scope of the role is:

- Support the Secretariat on behalf of the Steering Group of the day to day management of the SG.
- Chair and set an agenda for the steering group meetings.
- In the event consensus within the SG cannot be achieved, the Chair will implement the majority decision.
- In the absence of a majority decision the Chair will have the casting vote.
- Act as ambassador of the Forum.
- Be a visible leader of the EViR Forum on behalf of the SG, e.g. chairing round table meetings or presenting the annual report on Forum
- Membership support:
  - Agree with the Secretariat strategies for recruiting new members and their organisations.
  - Discuss with the Secretariat the resolution of sensitive membership issues. For example, poor conduct or unhealthy disagreement among members.

##### **5.2. Chair selection and tenure**

- The Chair will be nominated from the Steering Group (SG) or by the Steering Group. The SG's nomination should be seconded by a non-steering group member of the Forum and agreed, by consensus, at a Membership meeting.
- Tenure of the Chair is for three years with a possibility of extensions for a further two years.

#### **6. Support and arrangements**

**6.1. Support:** The Steering Group will be supported by the EViR Secretariat which is accountable to the SG and the University of Southampton as the employer.

The activities of the Secretariat will be overseen by the Steering Group and are:

- Oversee and provide support to the Forums' activities by measuring and managing performance, identifying risks and taking action when necessary.
- Manage EViR budget.
- Steering Group support:
  - Plan, deliver, chair and minute Steering Group meetings.
  - Support the Steering Group to develop and refine the strategic direction of the EViR Funders' Forum.
  - Work with the Steering Group to plan, develop, attend and run two round table meetings per year, webinars and a conference every two years.
  - Serve as editor for Forum related outputs (papers, reports, communications, abstracts, presentations etc), the Steering Group will provide overall editorial leadership.
- Forum workstream support:
  - Communications:
    - Create, maintain and oversee website/online/social media presence.

- Collaboration support:
  - Create an oversee the members' online collaboration spaces (for the Steering Group and wider membership).
  - Develop and maintain a new virtual community of practice mechanism for engaging widely with members and the staff of member organisations. Facilitate connections between members to build the community and enhance coordination and efficiency.
- Membership support:
  - Monitor outside developments and initiatives that may impact or be of interest to Forum members.
  - Respond to queries of members or those interested in becoming members.

## **7. Frequency, timings and location of the meetings**

**7.1** The SG meets regularly, normally monthly via video conference with the option for more frequent meetings leading up to a face-to-face EViR meeting.

## **8. Quorum Arrangements**

**8.1** Members are expected to attend every EViR teleconference. The group will be considered quorate with attendance of two thirds and above at each meeting. Quoracy does not apply to each agenda item but only to overall attendance.