
**COLLABORATION
AGREEMENT RELATING TO
FUNDING FOR
EUROPE PUBMED CENTRAL**

THIS AGREEMENT is made on **XXX BETWEEN:**

- (1) **THE WELLCOME TRUST** (a charity registered in England under number 210183, whose registered office is at 215 Euston Road, London NW1 2BE) acting through its trustee **THE WELLCOME TRUST LIMITED**, a company registered in England and Wales under number 2711000 (the "**Trust**"); and
- (2) **OTHER FUNDER**

RECITALS:

- (a) The Trust and other UK and European biomedical research funding bodies (as listed above) (the "**Europe PMC Funders' Group**") desire to continue to operate a European version of PubMed Central ("**Europe PMC**"). PubMed Central is a US-based digital archive for biomedical research publications which are made accessible at no charge at <http://www.ncbi.nlm.nih.gov/pmc/> and which is operated by the US National Library of Medicine.
- (b) The Trust is the lead partner in the Europe PMC Funders' Group and has agreed to award EMBL-EBI (the "**Grantholder**") a grant to host and develop Europe PMC.
- (c) Each member of the Europe PMC Funders' Group desires to contribute to the funding and development of Europe PMC. This Agreement sets out the principal terms and conditions on and subject to which the Europe PMC Funders' Group shall participate in Europe PMC.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

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| "Annual Research Spend" | means, in relation to each Member, the amount of funding applied in support of biomedical and health research, excluding capital projects, in the most recent financial year for which figures were available in XXX ; |
| "Agreement" | means this agreement and any amendment to it; |
| "Aggregate Research Spend" | means the aggregated Annual Research Spend of all the Members; |

“Business Day”	means a day excluding Saturdays and Sundays on which banks in London are generally open for business;
“Committee”	means the Europe PMC Funder Committee which is a subset of the Europe PMC Funders’ Group, governed by Schedule 3, and shall operate in accordance with clause 5 below;
“Europe PMC Funders’ Group”	means the representatives of each Member;
“Extended Period”	has the meaning described at clause 3.1 below;
“Grant Costs”	means the amount of money the Wellcome Trust gives to the Grantholder;
“Grantholder Award”	means the agreement between the Trust and the Grantholder for the hosting, operation and development by the Grantholder of Europe PMC;
“Initial Period”	has the meaning described at clause 3.1 below;
“Member”	means a member organization of the Europe PMC Funders’ Group;
“NCBI”	means the National Center for Biotechnology Information;
“NIH”	means the US National Institutes of Health;
“Percentage Contribution”	has the meaning described at clause 4.3 below;
“Senior Executive”	means the senior executive of each party as may be designated by each party from time to time for the purposes of clause 10;
“Year”	means the twelve (12) month period following the date of signature of this Agreement and each subsequent twelve (12) month period thereafter.

1.2 In this Agreement (except where the context otherwise requires):

- 1.2.1 any reference to a recital, clause or Schedule is a reference to the relevant recital, clause or schedule of or to this Agreement;
- 1.2.2 the index and clause headings are included for convenience only and shall not affect the interpretation of this Agreement;
- 1.2.3 use of the singular includes the plural and vice versa;
- 1.2.4 use of any gender includes the other genders;
- 1.2.5 any reference to “persons” includes natural persons, firms, partnerships, companies, corporations, associations, organizations, governments,

governmental agencies and departments, states, foundations and trusts (in each case whether or not having separate legal personality); and

1.2.6 the words “subsidiary” and “holding company” have the meanings given to them by section 1159 of the Companies Act 2006.

1.3 In this Agreement (save where the context requires otherwise) any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.4 The Schedules form part of this Agreement.

1.5 If there is any conflict or inconsistency between a term in the main part of this Agreement and a term in any of the Schedules or other documents referred to or otherwise incorporated into this Agreement, the term in the main part of this Agreement will take precedence, unless the Schedule or other document which is incorporated into this Agreement is expressly stated to take precedence over the main part of this Agreement.

2. PURPOSE

2.1 Each of the Members agrees to participate in the operation of Europe PMC by undertaking the following:

2.1.1 making financial contributions payable to the Trust to be utilised in connection with the operation and development of Europe PMC on the terms described at clause 4 below or as otherwise agreed by the Committee pursuant to sub-clause 5 below;

2.1.2 providing representation to the Europe PMC Funders’ Group on the terms described at clause 5 below; and

2.1.3 contributing and/or recommending or requiring that biomedical and life science researchers funded by it (whether wholly or partly) contribute research publications to Europe PMC.

3. TERM

3.1 Subject to clauses 3.2, 3.3, 3.4 and 4.1 below, each Member’s involvement in Europe PMC (including making financial contributions as described at clause 4) shall be for a minimum period of five (5) years from the start date of the Grantholder Award (“**Initial Period**”). If the Trust’s grant to the Grantholder is renewed, this Agreement may be extended, as agreed by the Europe PMC Funders’ Group.

3.3 Notwithstanding clause 3.1 above, if any Member desires to terminate its involvement in Europe PMC before the expiry of the Initial Period,

3.3.1 it shall be required to provide six (6) months’ prior written notice of such termination to each Member; and

3.3.2 subject to clause 4.1 below, it may be required (at the discretion of the Europe PMC Funders’ Group) to make such further financial contributions to Europe PMC for the remainder of the Initial Period as it would have been required to make if it had not terminated its involvement in Europe PMC or, in the event termination by such party results in a reduction in the amounts payable to the

Grantholder, such lower sum as the Europe PMC Funders' Group considers appropriate.

For the purposes of this clause 3.3 the Europe PMC Funders' Group shall consist of all Members apart from any Member that has given notice pursuant to sub-clause 3.3.1 of its desire to terminate its involvement in Europe PMC.

3.4 In the event the Europe PMC Funders' Group requires a terminating party under clause 3.3 to make further financial contributions to Europe PMC for the remainder of the Initial Period, such payments shall be made by the terminating party in accordance with the provisions of clauses 4.2 and 4.4 of the Agreement.

3.5 A Member's involvement in Europe PMC may be terminated by the other Members in the following circumstances:

3.5.1 if the Member shall commit a material breach of any term of this Agreement which is not remedied within twenty-eight (28) days after the Committee has given notice of such breach to the Member (including for the avoidance of doubt failing to make any payment due to the Trust in accordance with clause 4.2 below); and

3.5.2 if the Member is unable to pay its debts, is insolvent or is liable to be wound-up for any reason; or (ii) if a receiver is appointed over, or an encumbrancer takes possession of, or a creditor seeks to enforce its security over, any of the Member's assets; or (iii) if steps are taken by any person with a view to the appointment or the actual appointment of an administrator, nominee or any other insolvency office holder to all or any part of the Member's business or assets; or (iv) if the Member proposes or enters into a composition or other arrangement with its creditors, or makes any assignment for the benefit of its creditors generally; or (v) if any order for the winding up or any other judicial management of the Member is granted or an effective resolution is passed for its winding up or dissolution or (v) if the Member suffers any similar or analogous event under applicable laws in any other jurisdiction in which it is constituted, established or domiciled in consequence of debt.

3.6 Subject to clause 3.7 below, each Member agrees that it may not remove or require the removal of any research publications provided by it (or at its request or instruction) to Europe PMC on termination or expiry of the Agreement.

3.7 The Trust shall procure that the Grantholder, NIH or NCBI (as applicable) removes any research publications from Europe PMC promptly on request of the Trust in the event of a third party claim or threat of claim against one or more Members relating to such publications (subject to provision by the relevant Member(s) of written notice to the Trust and the Europe PMC Funders' Group of such claim and identification of the relevant publications).

4. GRANT CONTRIBUTION

4.1 The Grant Costs are set out at Schedule 1 (Table B) [Annex A]. Each Member shall be required to pay a proportion of the Grant Costs up to the Member's maximum contribution set out in Schedule 1 (Table A), which members are not obliged to exceed.

4.2 Each Member shall pay its contribution of the Grant Costs to the Trust following receipt of an annual payment request as per the payment schedule in Annex A (including any VAT if applicable) from the Trust. The Trust undertakes to utilise any payments made to it by Members only for the purpose of the operation or development of Europe PMC.

- 4.3 Any new Members shall be required to pay a proportion of the Grant costs based on its Annual Research Spend as a proportion of the total Annual Research Spend of all Members ("**Percentage Contribution**"). The Annual Research Spend shall be as agreed between the Member and the Trust save that the Member shall be required to provide such reasonable assistance (including documentary evidence of Annual Research Spend) as is reasonably requested by the Trust to assist in the calculation of the Percentage Contribution of the Member.
- 4.4 Payment shall be made by each Member within thirty (30) days of the date of payment request.
- 4.5 If a Member disputes any amount payable by it, it shall nevertheless be required to pay the full amount requested within the required period. Any dispute may be referred to the Committee for resolution in accordance with clause 10.
- 4.6 The last 10% of payment to the Grantholder will be withheld until they have complied with end of Grant conditions, therefore the final payment request from the Wellcome Trust to the Members could be delayed until the Grantholder has complied with the requirements.
- 4.7 The Wellcome Trust has the right to seek reimbursement in the event of an overpayment to the Grantholder. In this event, any reimbursement will be redistributed to the Europe PMC Funders' Group in proportion to their original contributions.
- 4.8 In the event that the Grantholder completes the activities funded by the Grant without spending the full amount of the grant, the Grantholder must repay all unspent sums to the Trust. The Trust will return unutilized funds to the Europe PMC Funders' Group in proportion to their original contributions.

5. **DECISION MAKING/REPRESENTATION**

- 5.1 The Europe PMC Funders' Group shall be established no later than two (2) weeks following signature of this Agreement and shall consist of one (1) representative of each Member, and any further observers that Members may in their discretion invite to meetings. The Funders' Group shall be invited to attend Annual General Meetings at the premises of the Trust. Each Member shall provide written notice to the Trust of the identity and contact details of its Europe PMC Funders' Group representative within one (1) week following signature of the Agreement, and shall keep the Trust fully informed of any changes to its representative.
- 5.2 The Europe PMC Funders' Group shall no later than four (4) weeks following signature of this Agreement establish a Committee, which shall consist of one (1) representative from each of the three Members which provide the largest financial contribution to Europe PMC (including the Trust and MRC); at least one (1) representative from Members with an annual research spend of less than £10 million; at least one (1) representative from European/non-UK Members; and at least one (1) representative from a Member which is a government body. The maximum number of members shall be eight (8). The Trust's Project Manager shall be invited to attend and participate in meetings but shall not be entitled to vote. The Europe PMC Funders' Group shall be notified of any changes to the composition of the committee.
- 5.3 Subject to clause 5.4 below, Committee meetings shall be held at the premises of the Trust, at a frequency agreed by the Committee but not less than annually. Committee representatives may participate in Committee meetings by telephone. Without

prejudice to the foregoing, the Committee may agree to hold such additional meetings as from time to time it considers necessary.

- 5.4 The Trust shall endeavor to provide no less than fourteen (14) days' advance notice of Committee meetings provided always that Committee meetings may be held on provision of a shorter period of notice if Committee members agree. Any such notice shall contain an agenda identifying the matters to be discussed at the proposed Committee meeting but the Committee members shall not be prevented from discussing additional matters not specified on the pre-circulated agenda if they so wish. A Committee meeting may be called by Members other than the Trust subject to the requirement that no fewer than three (3) Members shall call the meeting.
- 5.5 The quorum for Committee meetings shall be a representative of fifty percent (50%) of the Members, which must include the Trust and MRC representatives.
- 5.6 Day-to-day management of Europe PMC shall be undertaken by the appointed project managers of the Trust and the Grantholder, and the Trust shall not be required to consult with the Committee in relation to day-to-day operational matters. Without prejudice to the foregoing the Trust agrees that:
 - 5.6.1 it shall employ a project manager for the purpose of project managing the governance of Europe PMC;
 - 5.6.2 it (and not the other Members) shall be the employer of the project manager and shall be responsible for the remuneration and all other employment liabilities of the project manager; and
 - 5.6.3 it shall provide information to the Committee as reasonably requested by it from time to time in relation to the role of the Europe PMC project manager and the Trust's recruitment decisions as they may arise from time to time relating to the project manager.
- 5.7 The Committee shall meet to discuss development and funding of Europe PMC and other matters relating to it which the Committee considers appropriate from time to time. In particular, the Trust shall refer certain matters to the Committee for a decision by the Committee before taking steps in relation to such matters. These decisions are described in Schedule 2. For the avoidance of doubt, a decision of the Committee in relation to matters other than those specified at Schedule 2 shall not be required and the Trust shall be free to take all decisions relating to the establishment and operation of Europe PMC other than those described at Schedule 2 without reference to the Committee (but without prejudice to the Trust's obligation to provide information to the Committee relating to Europe PMC under clause 8).
- 5.8 Where possible, decision-making in the Committee shall be based on consensus. In the event of a voting arrangement, each Member shall have one (1) vote.
- 5.9 The Committee may rotate Chairmanship of the Committee annually as agreed by the Committee.
- 5.10 If the agreed Chair has previously had voting representation on the Committee and wishes to become neutral, an additional representative from the Chair's funding organization will be invited to join the Committee as a voting member.
- 5.11 Decisions of the Committee may be taken by written resolution if the Members agree. If any Member does not agree, then the Trust shall provide notice of an oral Committee meeting to the Members to consider the relevant written resolution subject to

notification by the objecting party of its objection to the Trust within not more than fourteen (14) days following the date of the written resolution.

6. **LIABILITY**

- 6.1 The Trust shall have no liability of any kind to any other Member in relation to any third party claims against any other Member except in the case of personal injury or death caused by the negligence of the Trust and fraud.
- 6.2 No Member shall be liable to another Member in relation to any third party claims against such Member.
- 6.3 The Trust shall have no liability to any other Member in relation to any act or omission in respect of its administration of any Percentage Contributions received by the Trust.
- 6.4 The Trust shall have no liability to any other member for the use of the Grant Costs by the Grantholder.

7. **NEW MEMBERS**

- 7.1 The Members acknowledge that other biomedical and life science research funding bodies may wish to join the Europe PMC Funders' Group from time to time in order to contribute to Europe PMC. In those circumstances the procedure for admitting new Members shall be the following:
 - 7.1.1 the Trust shall assess the new Member's compatibility with the Europe PMC Funders' Group mission and make a recommendation to the Europe PMC Funders' Group if the new Member should be admitted. Europe PMC Funders' Group Members shall have two (2) weeks to register any objection to the new Member; and
 - 7.1.2 a new Member shall sign a Deed of Adherence in the agreed form at Schedule 4 under which it shall agree to be bound by all applicable terms of this Agreement; and
 - 7.1.3 a new Member shall be required to make a financial contribution to Europe PMC in the form of Europe PMC Costs as determined by the Trust.
- 7.2 Prior to the Trust recommending the admission of a new Member to the Europe PMC Funders' Group, the Trust shall establish the Grant Costs which shall be payable by the new Member and existing Members for the Year in which the new Member joins the Europe PMC Funders' Group as follows:
 - 7.2.1 The Base Costs of the proposed new Member shall be calculated by the Trust based on the latest Annual Research Spend of the proposed new Member as a proportion of the Aggregate Research Spend.
 - 7.2.2 If the proposed new Member shall become a Member during a Year, their costs for the period of that year shall be reduced on a pro-rata basis.
 - 7.2.3 The contribution made by new Members shall be used: first, to pay for any increase in costs caused by the addition of a new Europe PMC Funders' Group member; second, for further development of Europe PMC.

7.2.4 The Grantholder will be notified of the additional available funds. The Grantholder will be invited to submit a proposal for use of the additional funds. The proposal will be reviewed and, if agreed, approved by the Committee either at a meeting or in writing.

7.2.5 At the end of the grant if any surplus remains it will be redistributed to the Europe PMC Funders' Group in proportion to their original contributions.

8. **REPORTING**

8.1 The Trust shall provide the Europe PMC Funders' Group with such information as it reasonably requests in relation to operation and development of Europe PMC from time to time including reports provided by the Grantholder to the Trust under the Grantholder Award.

8.2 The Europe PMC Funders' Group may direct the Funder Committee to undertake a review of the Grantholder during Year 3 of the grant.

9. **ASSETS**

Except for research publications referred to at sub-clause 2.1.3 above, no Member (apart from the Trust) shall be required to provide assets (whether tangible or intangible) or personnel to the Trust for operation of Europe PMC.

10. **DISPUTES**

10.1 Any disputes between the Members shall be referred in the first instance to the Committee for resolution. In the event a dispute is not resolved to the satisfaction of a Member within three (3) months of initial consideration of it by the Committee, the Members may refer the dispute to the following Senior Executives of each of the Members:

10.1.1 The Trust – Director;

10.2 Additional Members admitted pursuant to clause 7 shall at the time they are admitted inform the Trust of the Senior Executive to whom disputes should be referred.

10.3 No Member shall refer any dispute under this Agreement to arbitration until expiry of one (1) month following reference of the dispute to the relevant Senior Executives of the disputing Members.

11. **CONFIDENTIALITY**

11.1 Subject to clauses 11.2 and 11.3 below no party to the Agreement shall without the prior written consent of the other parties, disclose to any third party any confidential information of the other parties which is given to or obtained by the receiving party while this Agreement is in force and/or use, permit use and/or access to such confidential information for any purpose other than as strictly required in the proper performance of the Agreement.

11.2 These obligations will not apply to information which:

11.2.1 is already in or comes into the public domain other than through a breach of this Agreement; or

11.2.2 is already known to the Member concerned at the date of its receipt or is independently developed, generated or discovered by the Member concerned without reference to the confidential information disclosed under this Agreement; or

11.2.3 is lawfully obtained from a third party; or

11.2.4 is required to be disclosed by law, provided that in such case the Party receiving the information (receiving Party) shall immediately notify the disclosing Party in writing of such obligation and shall provide adequate opportunity to the disclosing Party to object to, or restrict, such disclosure or request confidential treatment thereof (provided always, however, that where the disclosing Party is an international organization nothing contained herein shall be construed as a waiver of the privileges and immunities enjoyed by the disclosing Party and/or to submit the disclosing Party to any national court jurisdiction).

11.3 The obligations in this clause 11 will survive the termination or expiry of this Agreement.

12. **INTELLECTUAL PROPERTY**

If, as a result of its grant to the Grantholder, any intellectual property is transferred to the Trust, it shall hold the same not for itself but on trust for the benefit of the Members jointly and solely for the purposes of the ongoing operation of Europe PMC, provided that all Members recognise the binding obligation of the Trust to NCBI to ensure that any intellectual property arising as a result of the operation and development of Europe PMC must be made freely available to the public via the internet.

13. **NOTICES**

Any notice in connection with this Agreement shall be sufficiently given to the recipient at its address set out above or any fax number or other address (including an email address) notified to each Member from time to time for the purposes of this Agreement. Any such notice shall be in writing (and emails shall be deemed to be written) and may be delivered by hand or sent by fax, email or first class post and shall conclusively be deemed to have been received on the next Business Day in the place to which it is sent, if delivered by hand or sent by fax or email, or, if sent by post, the third Business Day after the day of posting.

14. **GENERAL**

14.1 **Contract**

This Agreement shall be a contractual collaboration agreement and nothing in it shall be deemed to constitute a partnership between the Members or constitute any Member the agent of another Member for any purpose or entitle any Member to commit or bind any other Member in any manner.

14.2 **Whole Agreement**

This Agreement supersedes any previous written or oral agreement between any of the Members in relation to the matters dealt with in this Agreement and contains the whole agreement between them relating to the subject matter of this Agreement at the date hereof to the exclusion of any terms implied by law which may be excluded by contract. The Members acknowledge and agree that:

14.2.1 they have not been induced to enter into this Agreement by any representation, warranty or other assurance not expressly incorporated into it; and

14.2.2 in connection with this Agreement, and except in the case of fraud, their only rights and remedies in relation to any representation, warranty or other assurance shall be for breach of the terms of this Agreement and that all other rights and remedies are excluded.

14.3 Invalidity

If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, either under any enactment or rule of law, the Members shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the Members' original intention. The remainder of this Agreement shall not be affected.

14.4 Counterparts

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Agreement by executing any such counterpart.

14.5 Variation

No variation to this Agreement shall be effective unless agreed to in writing and signed by a duly authorised officer of each of the Members.

14.6 Waiver

No failure or delay by any party to exercise any remedy under this Agreement shall be construed as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy include the further exercise of that right or remedy. No waiver by any party of any breach of this Agreement shall be construed as a waiver of a preceding or subsequent breach.

14.7 Remedies

Except as otherwise expressly provided in this Agreement, each and all of the rights and remedies provided in this Agreement at law or in equity shall be cumulative, and the exercise of one right or remedy shall not be exclusive of the right to exercise or resort to any and all other rights or remedies provided in this Agreement at law or in equity.

14.8 Execution of further documents

All Members agree to execute all documents and do any other act reasonably necessary to enforce any rights or remedies under the Agreement.

14.9 Costs

The costs of each Member incurred in the preparation and execution of this Agreement shall be borne by such Member.

14.10 Third Party Rights

No person who is not a party to this Agreement shall be entitled to enforce any of the terms of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

14.11 **Governing Law and Jurisdiction**

Any matter relating to the interpretation or application of this Agreement which is not covered by its terms shall be resolved by reference to English law. Any dispute relating to the interpretation or application of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Parties or, in the absence of agreement, in accordance with the UNCITRAL Arbitration Rules as at present in force. The Parties shall accept the arbitral award as final.

14.12 Nothing contained herein shall be construed as a waiver of any of the privileges and immunities enjoyed by the World Health Organization under national or international law, and/or as submitting WHO to any national court jurisdiction.

TABLE B: PAYMENT SCHEDULE PER Europe PMC MEMBER

Provided in Annex A.

SCHEDULE 2

KEY DECISIONS

Decisions requiring unanimity

1. Approval of grant amount.
2. Capital expenditure commitments not covered by the Grant approved by the Committee, including those which may arise on the exit of one or more Members or addition of one or more funders as new Members.
3. Removal of the Grantholder and appointment of a replacement Grantholder (if any).
4. Amendment or alteration to the basis for calculation of Percentage Contributions.
5. Extension of this Agreement for any Extended Period.
6. Entering into any legally binding commitments affecting the Europe PMC Funders' Group as a whole.
7. Strategic decisions relating to the future development of Europe PMC.

Decisions requiring majority (i.e. more than 50% of the Members present at a meeting of the Committee).

1. Service of notice of breach of this Agreement on a Member.
2. Acceptance of the withdrawal of a Member prior to expiry of the Initial Period and payment by such Member of Europe PMC Costs for the remainder of the Initial Period in accordance with clauses 3.3, 3.4 and 3.5.
3. Acceptance of the withdrawal of a Member beyond the Initial Period in the event the Agreement continues.
4. Commencing and/or settling legal proceedings or arbitration, as the case may be, either with a Member, the Grantholder or a third party asserting intellectual property rights in relation to publications on Europe PMC provided that nothing contained herein shall be construed as a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, and/or as submitting WHO to any national court jurisdiction.

SCHEDULE 3

EUROPE PMC FUNDER COMMITTEE TERMS OF REFERENCE

Description

The Europe PMC Funder Committee represents the interests of the Europe PMC Funders' Group in the Europe PMC project. Its primary function is to review yearly project reports and plans, and direct the Wellcome Trust (in its role as the grant giver) to release the annual funds for Europe PMC.

Day-to-day management of Europe PMC shall be undertaken by the Grantholder. The Grantholder shall not be required to consult with the Funder Committee in relation to routine operational matters.

Responsibilities

- To solicit input from all members of the Funders' Group in advance of each Europe PMC Funder Committee meeting in order to fully represent the Funders' Group and their requirements
- To direct the Wellcome Trust (in its role as the grant awarder) as to whether the next year's funds should be released
- To review the previous year's activities, including determining whether deliverables have been met
- To comment on proposed broad principles around which development of Europe PMC in the following year will be based
- To approve proposals from the Grantholder for any development funded by additional funds from the Europe PMC Funders' Group beyond the original grant allocation
- To review membership of the Europe PMC Advisory Board
- To approve changes to the Europe PMC Advisory Board's Terms of Reference

Frequency of meetings

Funder Committee meetings will be held at least twice a year; one meeting a year will be held with the Advisory Board. The Committee may agree to hold such additional meetings as from time to time it considers necessary.

Meeting topics

The Committee shall meet to discuss the operation, development and funding of Europe PMC and other matters relating to it which the Committee feels appropriate.

Membership

The Funder Committee shall consist of 8-10 voting members, including but not limited to:

- One representative from each of the three funders which provide the largest financial contribution to Europe PMC (3)
- At least one representative from a funder with an annual research spend of less than £10 million (1+)
- At least one representative from a European/non-UK funder (1+)
- At least one representative from a funder which is a government body (1+)
- Chair of the Advisory Board (in attendance; non-voting)
- Europe PMC Funders' Group Project Manager (Secretary; non-voting)
- The Europe PMC Principal Investigator (in attendance; non-voting)

The quorum for Funder Committee meetings shall be a representative of fifty percent (50%) of the voting Members. Each voting member shall have one (1) vote.

Membership of the Funder Committee will be agreed by the Funders' Group. Initial term of membership will be two years. At the end of a member's two year term, Funders' Group members, including the existing Committee member, may nominate themselves to join or remain in the Committee. The new member will be elected and approved by the Funders' Group, but the balance of Funder Committee representatives must be maintained where practicable.

The Chair will be appointed by the Committee. The Chair will be drawn from a Europe PMC-funding organization. The Funders' Group may rotate Chairmanship of the Group annually, as agreed by the Committee.