MEMBER REGULATIONS

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General Provisions

Article 1  Definition
A “member” of SIB is any scientific or clerical worker who is part of a research or service team in the field of bioinformatics and whose Group Leader has duly been accepted as a “member” by the SIB Foundation Council.

In certain cases, a member of a research team may ask not to be a member of SIB. Similarly, a Group Leader may ask, with good reason, that some of his staff members should not be considered SIB members. In such a case, the request will be submitted to the Executive Director who will decide on the matter.

Article 2  Scope of application
An SIB member is not under a contract of employment with SIB. If the member is under a contract of employment with SIB, he/she will be subject to the “Employee Regulations”.

These Regulations govern the rights and obligations of members not under a contract of employment with SIB.

Article 3  Duration of membership
The status of SIB member will automatically terminate at the same time as the Group Leader’s position as an individual member. Likewise, SIB membership shall terminate at the end of the work relationship with the parent institution or SIB.

Rights of Members

Article 4  Mailing lists, Internet and Intranet
An SIB member will have an email address: name.surname@sib.swiss. Mail to this address will be forwarded to his/her main email address. He/she may receive information relating to SIB through this means of communication.

A member may access the SIB intranet, SIBLink (intranet.isb-sib.ch). The intranet contains SIB news, the institute's statutes, Employee and Member Regulations, SIB Policies, the SIB Graphic Charter Guide (with templates, such as letters, presentations, logos, posters) and spaces dedicated to internal collaborations.

When using SIB means of communication, SIB members are subject to the SIB Policy on Internet use, email and workstations. In particular, members shall not consult, store or disseminate documents which, in any way whatsoever, constitute participation in illegal activity or which, in particular, are an affront to human dignity, are pornographic in nature, incite racial hatred or advocate crime or violence.
The SIB member will be listed on the Internet site: http://www.sib.swiss/about-us/finding-people.

**Article 5 Use of infrastructures**

An SIB member may use SIB infrastructures according to his/her requirements as a member of the research team.

**Article 6 Specific activities**

SIB members are welcome to attend the specific activities organized by SIB, such as the annual Scientific Days or the [BC]² conference.

**Article 7 Use of SIB name and logo**

SIB members may use the SIB name and logo, in accordance with the SIB Graphic Charter Guide.

**Article 8 Social insurance and other insurance**

SIB members are not covered by SIB insurance.

**Obligations of Members**

**Article 9 General provisions**

An SIB Member, including Group Leaders, should strictly and in priority comply with SIB contractual regulations and obligations (notably with regard to confidentiality, IP rights and usage) that govern SIB collaborations with third parties, whenever he/she is involved in any such collaboration.

**Article 10 Confidentiality**

The member recognizes that due to his/her functions, he/she has confidential information, which includes, but is not limited to, know-how, research projects, relationships with strategic partners, etc. The member shall not reveal to third parties, nor use in any manner whatsoever, the confidential information described above. In particular the member accepts not to use, disclose or communicate, in any manner, proprietary information about any invention SIB is considering to protect or to exploit through licensing or commercialization. In this respect, the member acknowledges that
the information concerning such an invention is confidential and that it affects the profitability of the said invention.

This obligation of member confidentiality, including the prohibition to use the said information, remains in effect for the duration of the status of SIB member, as well as after the termination of the status of SIB member for a period of 5 years.

Breach of this obligation of confidentiality can constitute grounds for immediate termination for cause of the status of SIB member. SIB reserves the right to exercise all its rights and use all means necessary to obtain restitution for damage thus caused to SIB and its clients.

This obligation of confidentiality (obligation of professional secrecy and the prohibition to use the confidential information) also applies to creations of the member, patentable or not, software development, objects protected by copyright and all information related to them, and all other technological developments realized by the member during the period of his/her membership.

**Article 11 **Duty to inform

If possible, SIB members must inform SIB Management if their activities with the research team come to an end. In any case, the Group Leader will regularly transmit information to SIB Management in Lausanne.

**Article 12 **Publications

SIB members must submit any drafts for publication (including scientific journal articles and conference papers) to the Group Leader for authorization. In the context of industrial research contracts, only the Executive Director has the authority to lift the obligation of secrecy and confidentiality obligations in consideration of publication requirements, taking into account any contractual obligations towards external partners.

SIB members must include the name and logo of SIB on their publications. The SIB logo must be included on publications whenever it is possible or customary to do so (e.g. posters). The SIB graphic charter must be respected. SIB Management must be provided with a copy of the publication or, alternatively, the reference and/or the PubMed URL must be sent to the Communications Department (communication@sib.swiss).

**Article 13 **Copyright and royalties

The employer of the SIB member shall control the copyrights and royalties, with the exception of works written with SIB funding or which are part of a project coordinated by SIB. In these cases, SIB shall control the copyrights and royalties.
**Article 14  Intellectual property**

SIB owns the intellectual property rights to the work done by the SIB member in connection with projects funded by SIB, subject to any specific written agreements entered into between SIB and the parent institution of the SIB member or an external partner. The employer of the SIB member shall control the intellectual property rights generated from any other activities exercised by the SIB member.

**Article 15  Integrity in scientific research and financial conflicts of interest**

SIB members are expected to abide by the rules on integrity detailed in the document «Integrity in scientific research. Principles and procedures» published by the Swiss Academies of Arts and Sciences (www.akademien-schweiz.ch/en/dms/E/Publications/Guidelines-and-Recommendations/e_Integrity.pdf).

SIB members (including Group Leaders), that are or plan to be engaged in a research project managed by SIB and funded by a funder imposing specific rules concerning Financial Conflicts of Interest are subject to the SIB Policy on financial conflicts of interest and its appendices.

**Article 16  Teaching duties**

Any SIB member may be asked to provide lecturing or teaching services in the field of bioinformatics at Swiss academic institutions or as part of courses organized by SIB and in particular the bioinformatics PhD student training network. These teaching duties are not considered as supplementary activities. Given that the teaching of bioinformatics is part of the institutional mission of SIB, these duties, in principle, are not eligible for extra compensation. The costs of travel and/or accommodation will be paid by SIB (see the SIB Policy on travel expenses).

**Article 17  Care of equipment: loss or damage**

SIB members must take utmost care of the materials and equipment entrusted to them. They shall be liable for any loss or damage caused through negligence or failure to follow instructions. All materials must be used sparingly.

**Article 18  Monetary advantages and benefits in kind**

No SIB member may accept any commission, favour or other advantage either for him/herself or on behalf of SIB, which may be offered to him/her in connection with his/her professional duties, apart from customary small gifts and honoraria. In case of doubt, members should consult their Group Leader.
Article 19  Protection of personal dignity and conflict resolution

SIB members shall see to an open communication and fair interactions with their group members under SIB contract with the objective to maintain a “network culture” where differences are treated in a constructive manner. The conflict resolution and protection of personal dignity regulations in place at the host university of the member apply but SIB Human Resources are at disposal of members in case of an issue between an SIB employee and a member. SIB members are required to fulfil the obligations resulting from the SIB Policy on protection of personal dignity and SIB Policy on conflict resolution.

Final Provisions

Article 20  Miscellaneous

The following Policies form an integral part of the Member Regulations of the SIB Swiss Institute of Bioinformatics:

- SIB Policy on the use of Internet, email and workstations
- SIB Policy on travel expenses
- SIB Policy on Trainees and PhD students
- SIB Policy on internal control and signing authorities
- SIB Policy on financial conflicts of interest
- SIB Policy on protection of personal dignity
- SIB Policy on conflict resolution

Any matters not provided for in these regulations will be subject to applicable laws, and in most instances the regulations of the parent institutions.

Article 21  Effective date

These Member Regulations of the SIB Swiss Institute of Bioinformatics were adopted by the Board of Directors on 15 November 2016.

In the case of a conflict of interest between SIB and the parent institution, the regulations of the parent institution shall prevail.

Effective as of 1 January 2017.

Attachments

Attachment 1: Document history
Attachment 1: Document History

**Regulation**

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**Author**: Marc Filliettaz, Legal and Technology Transfer Officer

**Approved by**:

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<tr>
<th>Ron Appel</th>
<th>Manuel Peitsch</th>
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**Effective date**: 1 January 20107