Memorandum of Understanding

Between

EOSC-hub

And

FAIRsFAIR projects
Article 1. Parties

Article 2. Purpose and Scope

Article 3. Communications

Article 4. Rights and Responsibilities

Article 5. Entry into Force, Duration and Termination

Article 6. Amendments

Article 7. Annexes

Article 8. Miscellanea

Purpose

The purpose of this Memorandum of Understanding (MoU) is to define a framework of collaboration between EOSC-hub and FAIRsFAIR projects hereafter also referred to as “the Party” or the “Parties”) for delivering the activities outlined in the Agreement section. The Parties recognise, by this MoU, the opening of a wider and longer-term cooperation in activities, which will bring visible benefits to everyone involved.

The MoU is composed of:

● Article 1. Parties
● Article 2. Purpose and Scope
● Article 3. Communications
● Article 4. Rights and Responsibilities
● Article 5. Entry into Force, Duration and Termination
● Article 6. Amendments
● Article 7. Annexes
● Article 8. Miscellanea
ARTICLE 1. PARTIES

(a) EOSC-hub
EOSC-hub, a project receiving funding from the European Commission (Grant Agreement 777536), represented by STICHTING EGI (EGI Foundation), established in Science Park 140, Amsterdam 1098 XG, The Netherlands (the EOSC-hub Coordinator).

(b) FAIRsFAIR
FAIRsFAIR, a project receiving funding from the European Commission (Grant Agreement no. 831558), represented by KNAW-DANS, established in Anna van Saksenlaan 51, 2593 HW Den Haag, The Netherlands (the FAIRsFAIR Coordinator).

ARTICLE 2. PURPOSE AND SCOPE

Taking Into Account That:

EOSC-hub is a project building tools for the EOSC initiative that aims at offering researchers and professionals in Science, Technology, Humanities and Social Sciences a virtual environment with open and seamless services for storage, management, analysis and re-use of research data, across borders and scientific disciplines by federating existing scientific data infrastructures, currently dispersed across disciplines and the EU Member States.

FAIRsFAIR is a project aiming to supply practical solutions for the use of the FAIR data principles throughout the research data life cycle. The project will play a key role in the development of global standards for FAIR certification of repositories and the data within them contributing to those policies and practices that will turn the EOSC programme into a functioning infrastructure.

EOSC-hub and FAIRsFAIR agreed to deliver the activities reported in the Agreement section.

AGREEMENT

Now, therefore, EOSC-hub and FAIRsFAIR agree to work on the following areas:

Joint Activity 1. Sharing of templates, examples and policies for FAIR data repositories

FAIRsFAIR will share templates, and/or first examples of FAIR data and FAIR-enabling repository policies, to improve production and use of FAIR data. This work may inform eligibility of datasets and data repositories to be enlisted in the EOSC portal. EOSC-hub will promote and facilitate the adoption of FAIR-aligned repository certification and FAIR data assessment into EOSC.

Expected outcomes: New guidelines and policies for FAIR data repositories are available in EOSC.
Duration: Till the end of one of the two projects.

Joint Activity 2. FAIR Certification of trustworthy data repositories
FAIRsFAIR will provide guidance and together with EOSC-hub provide support towards achieving CoreTrustSeal certification (with FAIRsFAIR enhancement) of data repository service providers, including for the EOSC-hub long-term preservation service providers.

Expected outcomes: 1 Trusted Digital Repositories (TDR) registered in the EOSC Portal. Duration: Till the end of one of the two projects.

**Joint Activity 3. Training activities**

EOSC-hub and FAIRsFAIR projects will promote the uptake of the Open Science and FAIR data principles in their training programmes. Both projects will coordinate their planned events to promote project results and reach a wider user base. Training events will be promoted through the official channels and training materials will be made openly available. For this Joint Activity, FAIRsFAIR will leverage on the FAIRsFAIR Competence Centres to share knowledge and best practices for helping scientific communities requiring support on adopting FAIR data principles. EOSC-hub will rely on the distributed network of expertise to address the training needs of the research communities.

Expected outcomes: Organize at least 1 webinar and share training materials Duration: Till the end of one of the two projects.

**ARTICLE 3. COMMUNICATIONS**

(1) The Parties shall keep each other informed on all their respective activities and on their progress and shall consult regularly on areas offering potential cooperation. Joint working groups may be established to examine in detail proposals in areas assigned to them by the Parties referred to in Article 2 and to make recommendations to the Parties.

(2) The Parties acknowledge their obligations taken by this MoU to disseminate their results, and the task to support and promote the coherent and coordinated dissemination of information on activities such as events and workshops. The Parties shall support efforts by providing relevant inputs and ensuring attendance at events.

(3) No Party is allowed to publish or allow the publishing of the other Party’s results unless the owner Party agrees to the publication.

(4) Each Party shall designate a “point of contact” that shall be responsible for monitoring the implementation of this MoU and for taking measures to assist in the further development of cooperative activities. Such points of contact shall be the ordinary channel for the Parties' communication of proposals for cooperation.
(5) EOSC-hub shall nominate a project representative to the FAIRsFAIR European Group of FAIR Champions (EGFC). The Champion will work as ambassador of FAIR by sharing FAIR implementation stories, enhancing synergies, contributing to training activities and webinars, and doing an effective cross fertilization with the EOSC-Hub community. The Champion will also be invited to provide advice on operational challenges, promote new policies to improve the adoption of policies for FAIR data which supports the EOSC and the FAIR data policy and practice. The Champion will be invited to join the Synchronisation Force upcoming workshops & meetings.

Any approvals, notices, and other communications between the Parties under this MoU shall be sent to the applicable Party as follows:

**EOSC-hub represented by:**

- Tiziana Ferrari  
  - Director  
  - EGI Foundation  
  - tiziana.ferrari@egi.eu

**FAIRsFAIR represented by:**

- Ingrid Dillo  
  - Project Coordinator  
  - DANS-KNAW  
  - FAIRsFAIR  
  - ingrid.dillo@dans.knaw.nl

Questions of principles or problems that cannot be solved at primary contact level are escalated to the director of two parties or Highest Role applicable.

**ARTICLE 4. RIGHTS AND RESPONSIBILITIES**

**A. GENERAL**

1. Each Party shall remain fully responsible for its own activities, including the fulfilment of its obligations.

**B. INTELLECTUAL PROPERTY RIGHTS AND LICENCE**

1. “Intellectual Property Rights” shall mean all intellectual creations including but not limited to inventions, know-how, layouts, drawings, designs, specifications, computer programs, reports, processes, protocols, calculations and any other matter and protected by intellectual property rights, whether registered or not, including patents, registered designs, copyrights, design rights and all similar proprietary rights and applications for protection thereof.

2. Intellectual property rights generated by a Party under this MoU shall be the property of that Party who shall be free to protect, transfer and use such Intellectual Property Rights as it deems fit.

3. Notwithstanding the foregoing, each Party shall grant the other a non-exclusive royalty-free, licence to use the Intellectual Property Rights generated by the Party under this MoU. Such licence shall include the right to sublicense the entities involved in the MoU.

**C. OWNERSHIP OF RESULTS**
1. Results are owned by the Party that generates them.
2. The Parties give each other – under fair and reasonable conditions – access to results of this MoU needed for exploiting their own results.
3. Results that were jointly generated by both Parties will be jointly owned by the Parties, hereinafter referred to as (“Jointly Owned Results”) and each of the Parties shall be free to use these Jointly Owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).
4. Each of the joint owners shall be entitled to otherwise commercially exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given: (a) at least 45 calendar days advance notice; and (b) Fair and Reasonable compensation. Each Party shall be entitled to disclose such Jointly Owned Results without restrictions unless such Jointly Owned Results are confidential information or contain a Joint Invention in which case no disclosure must be made prior to the filing of a priority application.
5. With respect to any Joint Invention resulting from this MoU (i.e. any invention jointly made by employees of both Parties), the features of which cannot be separately applied for as Intellectual Property Rights and which are eligible for statutory protection requiring an application or registration (herein referred to as “Joint Invention”), the Parties shall agree on which Party will carry out any filling as well as any further details with regard to persecuting and maintaining relevant patent applications.

D. PUBLIC RELATIONS

1. Any publication by a Party resulting from the activities carried out under this MoU shall be subject to prior agreement of the other Party which should not be unreasonably withheld.
2. The Parties may each release information to the public, provided it is not confidential and related only to its own part of the activities under this MoU. In cases where the activities of the other Party are concerned, prior consultation shall be sought. In all relevant public relations activities, the contribution of each Party related to activities covered by this MoU shall be duly acknowledged.

E. CONFIDENTIALITY OF INFORMATION

1. The Parties may disclose to each other information that the disclosing Party deems confidential and which is (i) in writing and marked “confidential”, or (ii) disclosed orally, and identified as confidential when disclosed, and reduced in writing and marked “confidential” within fifteen (15) days of the oral disclosure (hereafter referred to as “Confidential Information”). Confidential Information shall be held in confidence and shall not be disclosed by the receiving Party to any third party without the prior written consent of the disclosing Party.
2. Notwithstanding the foregoing, a Party is entitled to disclose Confidential Information which it is required by law to disclose or which, in a lawful manner, it has obtained from a third party without any obligation of confidentiality, or which it has developed independently from any Confidential Information received under this MoU, or which has become public knowledge other than as a result of a breach on its part of these confidentiality provisions.

F. LIABILITY
1. Each Party shall use reasonable endeavours to ensure the accuracy of any information or materials it supplies to the other Party and of any other contribution it makes hereunder and promptly to correct any error therein of which it is notified. The supplying Party shall be under no obligation or liability other than as stated above and no warranty or representation of any kind is made, given or to be implied as to the sufficiency, accuracy or fitness for a particular purpose of such information, materials or other contribution or as to the absence of any infringement of any proprietary rights of third parties through the possession or use of such information, materials or other contribution. The recipient Party shall be entirely responsible for its use of such information, materials or other contribution and shall hold the other Party free and harmless and indemnify it for any loss or damage with regard thereto.

2. Except in case of gross negligence or wilful misconduct, neither Party shall be liable for any indirect or consequential damages of the other Party, including loss of profit or interest, under any legal cause whatsoever and on account of whatsoever reason.

G. PARTICIPATION IN SIMILAR ACTIVITIES

1. Parties are not prevented by this MoU from participating in activities similar to those described in this document with third parties. There is no obligation to disclose any similar activity to the other Party. However, when considered of mutual benefit, both Parties are encouraged to involve the other Party in similar activities to the goal of disseminating the knowledge about both Parties.

ARTICLE 5. ENTRY INTO FORCE, DURATION AND TERMINATION

This MoU will enter into force when signed by the authorised representatives of the Parties. Either Party may terminate this MoU for any reason upon 30 days written notice to the other Party.

In the event of termination, the Parties shall endeavour to reach agreement on terms and conditions to minimise negative impacts on the other Party. In the event of the continuation of the present cooperation, the MoU may be extended and/or amended by mutual agreement in writing.

ARTICLE 6. AMENDMENTS

The MoU may be amended only by written agreement of the Parties. Amendments shall be valid only if signed by the authorised representatives of the Parties.

ARTICLE 7. ANNEXES

Annexes 1, 2, 3 attached hereto, have the same validity as this MoU and together constitute the entire understanding and rights and obligations covering the cooperation accepted by the Parties under this MoU. Annexes may be amended following the provisions of Article 6: Amendments.

ARTICLE 8. MISCELLANEA

- Notwithstanding anything in this MoU to the contrary, neither Party shall have any legally binding obligation to the other Party as a result of the execution of this MoU, or otherwise relating to this MoU or the subject matter hereof. Although the Parties will try to reach one or more future agreements as to the matters described herein, this
MoU shall not require the Parties to reach any future agreement, and, notwithstanding anything in this MoU to the contrary, neither Party shall have any liability to the other Party as a result of the Parties’ failure to reach one or more future agreements.

- Neither Party shall reassign this MoU or any of its responsibilities without the other Party’s prior written consent.
- The failure of either Party to enforce any term hereof shall not be deemed a waiver of any rights contained herein.
- If any provision of this MoU is determined to be invalid or unenforceable under any controlling law, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of the remaining provisions of this MoU.

Memorandum of Understanding between EOSC-hub and FAIRsFAIR

IN WITNESS WHEREOF, the Parties have caused their duly authorised representatives to sign two originals of this Memorandum of Understanding.

The following agree to the terms and conditions of this MoU:

For EOSC-hub

Tiziana Ferrari
Director
EGI Foundation

For FAIRsFAIR

Ingrid Dillo,
Project Coordinator, FAIRsFAIR
DANS-KNAW

Jul 10, 2020 | 12:34 CEST
Jul 12, 2020 | 13:58 CEST
## Certificate Of Completion

**Envelope Id:** EF7221BC16254FA496102E720B53DC46  
**Status:** Completed  
**Subject:** Please DocuSign: EOSC-hub FAIRsFAIR MoU_v2.pdf  
**Source Envelope:**  
- **Document Pages:** 8  
- **Certificate Pages:** 5  
- **AutoNav:** Enabled  
- **Envelope Originator:** Project Office  
- **Time Zone:** (UTC+01:00) Amsterdam, Berlin, Bern, Rome, Stockholm, Vienna  
- **Envelope Originator:**  
  - 140 Science park  
  - Amsterdam, North holland 1098XG  
  - project-office@egi.eu  
  - IP Address: 77.173.138.112

### Record Tracking

**Status:** Original  
**10 July 2020 | 12:14**  
**Holder:** Project Office  
**project-office@egi.eu**  
**Location:** DocuSign

### Signer Events

<table>
<thead>
<tr>
<th>Signature</th>
<th>Timestamp</th>
</tr>
</thead>
</table>
| Ingrid Dillo  
ingrid.dillo@dans.knaw.nl  
Security Level: Email, Account Authentication (None) | Sent: 10 July 2020 | 12:19  
Viewed: 10 July 2020 | 12:24  
Signed: 12 July 2020 | 13:58 |

**Electronic Record and Signature Disclosure:**  
- Accepted: 10 July 2020 | 12:24  
- ID: fd5e40c8-f2df-4798-9309-460f7d5f4b7  
- Company Name: EGI Foundation

<table>
<thead>
<tr>
<th>Signature</th>
<th>Timestamp</th>
</tr>
</thead>
</table>
| Tiziana Ferrari  
tiziana.ferrari@egi.eu  
Director  
EGI Foundation  
Security Level: Email, Account Authentication (None) | Sent: 10 July 2020 | 12:19  
Viewed: 10 July 2020 | 12:33  
Signed: 10 July 2020 | 12:34 |

**Electronic Record and Signature Disclosure:**  
- Not Offered via DocuSign

### In Person Signer Events

<table>
<thead>
<tr>
<th>Signature</th>
<th>Timestamp</th>
</tr>
</thead>
</table>

### Editor Delivery Events

**Status**  
**Timestamp**

### Agent Delivery Events

**Status**  
**Timestamp**

### Intermediary Delivery Events

**Status**  
**Timestamp**

### Certified Delivery Events

**Status**  
**Timestamp**

### Carbon Copy Events

**Status**  
**Timestamp**

**Giuseppe La Rocca**  
giuseppe.larocca@egi.eu  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
- Accepted: 10 July 2020 | 12:19  
- ID: fd5e40c8-f2df-4798-9309-460f7d5f4b7  
- Company Name: EGI Foundation

**Electronic Record and Signature Disclosure:**  
- Not Offered via DocuSign

**Sent:** 10 July 2020 | 12:19
### Carbon Copy Events

<table>
<thead>
<tr>
<th>Status</th>
<th>Timestamp</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accepted:</td>
<td>17 January 2019</td>
</tr>
<tr>
<td>ID:</td>
<td>f38354df-b53f-4e1d-be46-1b7d09ae7698</td>
</tr>
<tr>
<td>Company Name:</td>
<td>EGI Foundation</td>
</tr>
</tbody>
</table>

Mandy Lin  
mandy.lin@egi.eu  
Ms  
Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

<table>
<thead>
<tr>
<th>Status</th>
<th>Timestamp</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accepted:</td>
<td>13 December 2018</td>
</tr>
<tr>
<td>ID:</td>
<td>af9e21ac-1cb5-43ca-92b3-e6d4fe578c82</td>
</tr>
<tr>
<td>Company Name:</td>
<td>EGI Foundation</td>
</tr>
</tbody>
</table>

### Witness Events

<table>
<thead>
<tr>
<th>Signature</th>
<th>Timestamp</th>
</tr>
</thead>
</table>

### Notary Events

<table>
<thead>
<tr>
<th>Signature</th>
<th>Timestamp</th>
</tr>
</thead>
</table>

### Envelope Summary Events

<table>
<thead>
<tr>
<th>Status</th>
<th>Timestamp</th>
</tr>
</thead>
<tbody>
<tr>
<td>Envelope Sent</td>
<td>10 July 2020</td>
</tr>
<tr>
<td>Certified Delivered</td>
<td>10 July 2020</td>
</tr>
<tr>
<td>Signing Complete</td>
<td>12 July 2020</td>
</tr>
<tr>
<td>Completed</td>
<td>12 July 2020</td>
</tr>
</tbody>
</table>

### Payment Events

<table>
<thead>
<tr>
<th>Status</th>
<th>Timestamp</th>
</tr>
</thead>
</table>

### Electronic Record and Signature Disclosure
CONSUMER DISCLOSURE

From time to time, EGI Foundation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the ‘I agree’ button at the bottom of this document.

Getting paper copies
At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent
If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind
If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign ‘Withdraw Consent’ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically
Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.
**How to contact EGI Foundation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: celine.bitoune@egi.eu

**To advise EGI Foundation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at celine.bitoune@egi.eu and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing email in the DocuSign system.

**To request paper copies from EGI Foundation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to celine.bitoune@egi.eu and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with EGI Foundation**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to celine.bitoune@egi.eu and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

**Required hardware and software**

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Browsers:</td>
<td>Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)</td>
</tr>
<tr>
<td>PDF Reader:</td>
<td>Acrobat® or similar software may be required to view and print PDF files</td>
</tr>
<tr>
<td>Screen Resolution:</td>
<td>800 x 600 minimum</td>
</tr>
</tbody>
</table>
Enabled Security Settings: | Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the ‘I agree’ button below.

By checking the ‘I agree’ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify EGI Foundation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by EGI Foundation during the course of my relationship with you.