



Memorandum of Understanding

Between

EOSC-hub

And

FAIRsFAIR

projects

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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 filing as well as any further details with regard to prosecuting 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

DocuSigned by:
Tiziana Ferrari
465884EE0D344C8

Tiziana Ferrari
Director
EGI Foundation

For FAIRsFAIR

DocuSigned by:
Ingrid Dillo
828E7A4F56354B4

Ingrid Dillo,
Project Coordinator, FAIRsFAIR
DANS-KNAW

Jul 10, 2020 | 12:34 CEST

Date

Jul 12, 2020 | 13:58 CEST

Date

Certificate Of Completion

| | |
|---|---------------------------------|
| Envelope Id: EF7221BC16254FA496102E720B53DC46 | Status: Completed |
| Subject: Please DocuSign: EOSC-hub FAIRsFAIR MoU_v2.pdf | |
| Source Envelope: | |
| Document Pages: 8 | Signatures: 2 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
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| Time Zone: (UTC+01:00) Amsterdam, Berlin, Bern, Rome, Stockholm, Vienna | 140 Science park |
| | - |
| | Amsterdam, North holland 1098XG |
| | project-office@egi.eu |
| | IP Address: 77.173.138.112 |

Record Tracking

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

Signer Events

Ingrid Dillo
 ingrid.dillo@dans.knaw.nl
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 828E7A4F55354B4...
 Signature Adoption: Pre-selected Style
 Using IP Address: 185.50.209.49

Timestamp

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-4798-9309-4f60f7d5f4b7
 Company Name: EGI Foundation

Tiziana Ferrari
 tiziana.ferrari@egi.eu
 Director
 EGI Foundation
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 465881FE0D144C8...
 Signature Adoption: Pre-selected Style
 Using IP Address: 109.38.133.110

Sent: 10 July 2020 | 12:19
 Viewed: 10 July 2020 | 12:33
 Signed: 10 July 2020 | 12:34

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Giuseppe La Rocca
 giuseppe.larocca@egi.eu
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

| Carbon Copy Events | Status | Timestamp |
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Accepted: 17 January 2019 | 12:47
ID: f38354df-b53f-4e1d-be46-1b7d09ae7698
Company Name: EGI Foundation

Mandy Lin
mandy.lin@egi.eu
Ms

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Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 13 December 2018 | 14:01
ID: af9e21ac-1cb5-43ca-92b3-e6d4fe578c82
Company Name: EGI Foundation

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
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| Envelope Summary Events | Status | Timestamps |
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| Envelope Sent | Hashed/Encrypted | 10 July 2020 12:19 |
| Certified Delivered | Security Checked | 10 July 2020 12:33 |
| Signing Complete | Security Checked | 12 July 2020 13:58 |
| Completed | Security Checked | 12 July 2020 13:58 |

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Required hardware and software

| | |
|--------------------|---|
| Operating Systems: | Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X |
| Browsers: | 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) |
| PDF Reader: | Acrobat® or similar software may be required to view and print PDF files |
| Screen Resolution: | 800 x 600 minimum |

| | |
|----------------------------|---------------------------|
| 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.

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