

Memorandum of Understanding

Between

The **European Plate Observing System European Research Infrastructures Consortium** (hereinafter referred to as “EPOS ERIC”), established by Commission Implementing Decision (EU) 2018/1732 of 30 October 2018 (Official Journal of the European Journal, L288/10), having its headquarter and statutory seat at Via di Vigna Murata, 605 - 00143 Rome, Italy.

on the one hand,

and

EuroGeoSurveys, The Geological Surveys of Europe (hereinafter referred to as “EGS”), a not-for-profit international organisation, established in Belgium, Rue Joseph II 36-38, B-1000 Brussels,

on the other hand.

EPOS ERIC and EGS (hereinafter referred to individually as ‘the Party’ or collectively as “the Parties”) have expressed their mutual desire to cooperate for the purposes of exchanging information and data, sharing solutions and IT innovations to support FAIR data management, fostering user strategies and solutions to address users’ requirements, and working towards the adoption of common standards to facilitate sharing of scientific products and adoption of open science practices. This coveted collaborative framework is regulated by this Memorandum of Understanding (hereinafter referred to as “MoU”).

Background

EPOS ERIC, the European Plate Observing System, is the European research infrastructure aimed at ensuring sustainable and universal use and re-use of multidisciplinary solid Earth science data and products fostering state-of-the-art research and innovation. EPOS ERIC brings together Earth scientists, national research infrastructures, ICT experts and decision makers to establish and underpin a sustainable and long-term access to solid Earth science data and services integrating diverse European Research Infrastructures under a common federated framework. EPOS ERIC relies on e-science innovation to foster progress in research to support a safe and sustainable society.

EGS is the organisation of the Geological Surveys of Europe. On the date of signing this MoU 37 national Geological Surveys are members of EGS. EGS promotes the contribution of geosciences to European Union affairs and action programs to publish, or see its Members publishing, expert, neutral, balanced and practical pan-European technical advice and information for the European Union Institutions. EGS aims to develop The Geological Service for Europe (GSE) which aims to further integrate national services to provide key advice and data services to the European Union. EGS has established a European Geological Data Infrastructure (EGDI) as one of three strategic pillars that support the development of the GSE. EGDI is a gateway to geoscientific data at European level and provision of services from EGS to EPOS happens through EGDI. EGS is a member of the EPOS TCS Geological Information and Modelling Consortium.

Purpose

The Parties agree that:

- EGD and EPOS are distinct infrastructures with different user groups, data content, architecture, and functionality.
- The infrastructures coordinated by the Parties complement each other creating the conditions for coordination and collaboration to share experiences and skills.
- There is a significant potential for a better exploitation of the achievements and investments through coordination and cooperation.
- Data and services provided by the two infrastructures are both of value for their users.
- The cooperation framework is established to:
 - ensure an easy exchange of information and data through interoperability between the infrastructures coordinated by the Parties where possible, in line with the data policies and access rules of each infrastructure;
 - ensure an easy exchange of information on user strategies.

It is therefore the purpose of this MoU to establish a collaborative framework for ensuring a long-term cooperation between the initiatives coordinated by the Parties regarding integration and sharing of data and scientific information. In that way the Parties jointly contribute to addressing the global challenge of open science with the aim of serving the interests of all potential users to the widest possible extent.

In the Articles below, this MoU is not legally binding and the Parties acknowledge that this MoU does not place them under any obligation to enter into any subsequent agreement or arrangement. This MoU is designed to assist and inform the Parties' ongoing discussions and neither Party wishes for this MoU to give rise to any binding commitment or legal obligation.

Article 1 - Scope of the MoU

In order to fully achieve the purpose of this MoU, the Parties will take the following actions:

- establish fora for cooperation at strategic levels;
- identify areas of potential collaboration and establish mechanisms to create synergies to optimise complementarity;
- explore mechanisms to engage new communities in both infrastructures;
- investigate opportunities for specific collaborations on the development of data and metadata standards;
- share information about projects and other initiatives of common interests with the perspective to jointly contribute to global challenges;
- organize regular meetings to share progress and novel solutions;
- share efforts for training initiatives;
- share communication strategies to create awareness of the complementarity of the two initiatives in each of the two communities.
- define a work plan detailing activity of common interest within 6 months after the signing of this MoU.
- EGS will support the development of EGD services providing relevant data and information to the EPOS TCS Geological Information and Modelling;
- EPOS will encourage the development of new services for the scientific community based on EGS expertise and data;

- EGS will integrate EPOS services to its own services when appropriate to provide support to public authorities.

Article 2 - Financing

- 2.1 The collaboration envisaged through this MoU does not involve exchange of funding, either in the form of reimbursement or contribution of funds between the Parties: the Parties agree that each shall bear their own costs for any work under this MoU, save and except as separately agreed in writing. Neither Party shall have any obligation to make any financial, in-kind or effort contribution unless separately agreed in writing.
- 2.2 This document is neither a fiscal nor a funds obligation document, nor does it supplement existing statutory authorities of the signatories.

Article 3 - Confidentiality

- 3.1 The Parties agree and undertake to keep confidential any information or data that may be exchanged, acquired, disclosed, or shared in connection with any activity conducted pursuant to this MoU save where such information is already in the public domain or is required to be disclosed by any applicable law or regulations, or where the extent of such disclosure is authorised in writing by the other. In case of disclosing confidential information to a third party, the third party shall commit to respect such confidentiality obligation by signing an agreement with the provisions set in the MoU. The obligations of the Parties under this Article shall continue following the expiry or termination of this MoU.
- 3.2 It is acknowledged that various types of restrictions may exist in relation to confidentiality, such as legislative stipulations and contractual obligations, which may govern the use of data and other materials provided by the Parties.
- 3.3 All requests from third parties for data or other material shall be handled on a case-by-case basis in a separate agreement in accordance with EPOS ERIC best practice and EGS.
- 3.4 It is acknowledged that the parties are subject to Freedom of Information legislation ("Legislation") which may require a Party to make certain information available to members of the public on request. Wherever possible, and in accordance with any applicable Code of Practice issued with the Legislation, the Parties will consult with each other before making any disclosure pursuant to the Legislation.
- 3.5 All future work which makes use of, is derived from (in part or in whole), or relies on, information or data provided under this MoU shall also be considered confidential, as per clause 3.1.

Article 4 – Intellectual Property

- 4.1 All Intellectual Property Rights, background technology, know-how, assets and resources deposited with EPOS ERIC or EGS under this MoU shall and will remain vested in the owning Party.
- 4.2 Each Party shall ensure that any Intellectual Property Right has not resulted from the infringement of any third party's legitimate rights. Further, the concerned Party shall be liable for any claim made by any third party on the ownership and legality of the use of the Intellectual Property Right which is brought in by that Party for the implementation of the activities under this MOU.
- 4.3 Any information derived or created from the information and materials supplied shall be owned by the generating Party or owned jointly in the case of joint generation.

- 4.4 Each Party shall enjoy, on a royalty-free basis, access rights to background IP of the other Partner which is brought to the collaboration and is directly related and necessary to the activity carried out under this MoU.
- 4.5 Copyright on any publication resulting from activities under this MoU shall belong to the Party of the first author, unless agreed otherwise. Other Parties contributing to the publication will be granted the right to reproduce the material for their own purposes.
- 4.6 Termination of this MoU shall not affect the rights and/or obligations with respect to Intellectual Property Rights, ownership of any patent, copyright of any publication, and 'right to use' arrangements.

Article 5 - Entry into Force and Duration

- 5.1 This MoU shall enter into force on the date of its signature by the last Party and will have effect for a period of 3 (three) years from said date. This MoU may be renewed by signing new MoU for a new 3 (three) year periods under the same conditions. Renewal does not imply any modification or deferment of existing obligations.
- 5.2 Either Party may terminate this MoU at any time upon 3 (three) months prior written notice to the other Party giving justifiable reasons for doing so. Activities in progress on the date of such written notice and the rights and obligations ensuing from them shall proceed to completion unless the Parties otherwise agree in writing.
- 5.3 The Parties shall evaluate the implementation of this MoU after it has been in force for 3 (three) years. On the basis of this evaluation, the Parties may make modifications for the purpose of better fulfilling the objective of this MoU. Any amendment to this MoU shall be the subject of a written agreement signed by the duly authorized representatives of both Parties.

Article 6 - Nominated Personnel

General communication between the Parties for the purposes of this MoU shall be addressed to:

EPOS ERIC

Carmela Freda

EPOS ERIC Executive Director

E-mail: executive.director@epos-eric.eu

EuroGeoSurveys

Julie Hollis

Secretary General, EuroGeoSurveys

E-mail: Julie.hollis@eurogeosurveys.org

Article 7 - General Provisions

- 7.1 No Party shall assign its rights or obligations under this Agreement in whole or in part, without the prior written approval of the other Party, which approval shall not be unreasonably withheld, conditioned or delayed.

- 7.2 In case any provision of this MoU is or becomes void, this does not affect the validity of the other provisions of this MoU or the MoU as a whole. The Parties will undertake to replace the ineffective provision with an effective provision that comes as close as possible to the purpose of the ineffective provision.
- 7.3 Nothing in this MoU will be construed as creating a partnership or joint venture.
- 7.4 In case of any dispute or difference of opinion between the Parties arising out of or in connection with this MoU, the Parties hereto shall settle it by mutual agreement. Such effort shall be deemed to have failed when one of the Parties so notifies the other in writing. In that case, this MoU shall be governed and construed in accordance with the substantive law of Italy.

Date and Signatures

Date

EPOS ERIC
The Executive Director

Carmela Freda

For and on behalf of EPOS ERIC



Firmato digitalmente da Carmela
Freda
Data: 2022.07.13 09:02:20 +02'00'

Date



13/07/2022

Julie Hollis

For and on behalf of EuroGeoSurveys