

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

Institut Français de Recherche pour l'Exploitation de la Mer (IFREMER) as Coordinator of the EU funded project JERICO-S3 “Joint European Research Infrastructure of Coastal Observatories: Science, Service, Sustainability” (hereinafter referred to as “JERICO-S3”), a H2020 European Project, started on 1st February 2020, which is represented for the purpose of signature of this Memorandum of Understanding by IFREMER acting for itself and in the name and on behalf of partners within the JERICO-S3 project.

on the other hand.

EPOS ERIC and Consortium JERICO-S3 (hereinafter referred to individually as ‘the Party’ or collectively as “the Parties”) have expressed their mutual desire to cooperate for promoting interoperability of data and services across their respective disciplines of solid Earth and coastal oceans, fostering cross-disciplinary access to and use of scientific data, and collaborating on the implementation of core services and e-infrastructures for ensuring access to users and stakeholders. 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 science for supporting a safe and sustainable society.

JERICO-S3, a H2020 project to elaborate further the Joint European Research Infrastructure for Coastal Observation in terms of Sciences, Services and Sustainability aims to bring the JERICO-RI to another level of integration and of relevance for society at large, by adding new innovative infrastructures, while integrating biogeochemical and biological observations in an operational way and increasing its inherent value through

cooperation with other providers of coastal observations and information. The overarching target of JERICO-S3 is to provide researchers with continuous and more valuable coastal data and datasets, coupling physical and biological information, as well as extending the cooperation with the relevant Infrastructures in Europe (CMEMS, EuroARGO, EMSO, ICOS, EMBRC, EPOS, etc) and outside Europe (USA, Canada, Australia, New Zealand, etc).

Purpose

EPOS ERIC and JERICO-S3 wish to enter into a cooperative relationship for the general purpose of:

1. Sharing experiences and practices on data interoperability and metadata standardization.
2. Sharing experiences and skills in integrating data providers through a federated sustainable approach.
3. Collaborating on the implementation and the operation of core services to users by sharing information and available materials.
4. Discussing innovation in e-science and in IT systems development for the hosting and operation of core services.

It is therefore the purpose of this MoU to create a collaborative framework for ensuring a long-term cooperation between the Parties regarding integration and exchange of data, information, products and knowledge, and thus, reinforcing the added value of European collaboration.

In the articles below, except for Articles 3 and 4 which shall be legally binding on the Parties, 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' on-going discussions and, other than the binding sections, 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 as well as technical levels.
- Identify areas of potential collaboration and establish mechanisms to create synergies to optimise complementarity.
- Establish regular meetings (virtual or at already scheduled meetings of opportunity) at least semi-annually where the Parties will inform each other on progress.
- Investigate opportunities for concrete collaboration on the development of standards for the exchange of data and information between the infrastructures.
- Exchange of information and other materials (including assistance on a best-endeavours basis); in particular, EPOS ERIC may provide access to information concerning ICS-C design and implementation upon specific requests by the JERICO-S3 team.
- Investigate opportunities for the development of common components of use in relation to both Parties.
- Raise awareness of the complementarity of the two initiatives in each of their two communities.

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 JERICO-S3.
- 3.5 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.
- 3.6 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 JERICO-S3 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 - General Provisions

- 5.1 A Party may not assign the rights and obligations arising from this MoU, in whole or in part, without the prior and express written agreement of the other Party.
- 5.2 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 by an effective provision which comes as close as possible to the purpose of the ineffective provision.
- 5.3 Nothing in this MoU will be construed as creating a partnership or joint venture.
- 5.4 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.

Article 6 - Entry into Force and Duration

- 6.1 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 or until the end of JERICO-S3, whichever occurs earlier. This MoU shall be renewed by signing new MoU for a new 3 (three) year periods under the same conditions with either JERICO-S3 or its successor. Renewal does not imply any modification or deferment of existing obligations.
- 6.2 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.
- 6.3 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 authorised representatives of both Parties.

Article 7 -Nominated Personnel

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

EPOS ERIC

Massimo Cocco

EPOS ERIC Executive Director

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

JERICO-S3

Scientific notices:

Laurent Delauney, Ifremer Centre de Bretagne,

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29280 PLOUZANÉ

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Tel: +33 298 224 636

Legal notices:

Marine Falhun, Ifremer Centre de Bretagne

E-mail: marine.falhun@ifremer.fr

Date and Signatures




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23/02/2021
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For and on behalf of EPOS ERIC

Date

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For and on behalf of Ifremer
and JERICO-S3 members

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Date