

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

AuScope Limited, (hereinafter referred to as “AuScope”), is a not-for-profit company limited by guarantee (ABN 33 125 908 376), established in 2007 to develop a national research infrastructure for geosciences in Australia, having its headquarters in Carlton 3052, Victoria, Australia.

on the other hand.

EPOS ERIC and AuScope (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.

AuScope, is Australia's provider of research infrastructure to the Earth and Geospatial Science community. Our tools, data, services and analytics enable scientists to understand Earth's evolution through time and explore how Earth resources may support growing human demands. AuScope helps researchers address these questions through shared and free use of our infrastructure. We also support national leadership and collaboration across groups to make sure we are best addressing (and planning for) key national challenges together. AuScope holds a unique position in the national geoscience landscape by serving researchers primarily in academia and government, but also in industry, working closely with our partners Geoscience Australia and CSIRO.

Purpose

The Parties agree that:

- The integration plans of data and service providers coordinated by the Parties complement each other creating the conditions for coordination, collaboration to share experiences and skills as well as optimization of operational efforts.
- There is a significant potential for a better exploitation of the achievements and investments by coordinating implementation and operational plans.
- Data and services provided by the two research infrastructures are both of value for their users.
- The cooperation framework is established to:
 - ensure as easy exchange of information to share solutions and IT innovation for FAIR data management;
 - ensure an easy exchange of data through interoperability between the infrastructures coordinated by the Parties where possible, in line with the data policies and access rules of each infrastructure;
 - collaborate on the adoption of common standards for the purposes of sharing scientific products and to support open science practices;
 - share user strategies and solutions to address users' requirements from the user community;
 - collaborate on the development of services, software, and technical innovation;
 - work together to build trust, relationships and partnerships with indigenous and first nations people to enable geoscience research to be more equitable and inclusive;
 - collaborate together, and with other organisations, to lead the development of a Global Research Infrastructure for geosciences.

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, scientific information and products. 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, 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' ongoing 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 and technical levels;
- identify areas of potential collaboration and establish mechanisms to create synergies to optimise complementarity;
- share information about projects and other initiatives of common interests with the perspective to jointly contribute to global challenges;

- investigate opportunities for specific collaborations on the development of data and metadata standards;
- investigate opportunities for the development of new components and the adoption of common solutions for the operation of the research infrastructures;
- 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.

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 AuScope.
- 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 AuScope 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 shall 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 authorised 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

AuScope

Tim Rawling

Executive Director AuScope Limited

E-mail: tim@auscope.org.au

Article 7 - General Provisions

- 7.1 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.
- 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 by an effective provision which 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 24/01/2022



Carmela Freda
For and on behalf of EPOS ERIC

Date 24/01/2022



Tim Rawling
For and on behalf of AuScope