

Deliverable D7.4 MoU template for IPR

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Scientific and Technical Collaboration among Research Infrastructures

Introduction

While the earth and environmental science community is aiming to intensify collaboration to tackle the major societal challenges induced by environmental risks such as geohazards or climate change there are many issues which need to be solved before smooth cooperative frameworks can be established. Environmental research infrastructures on both sides of the Atlantic are producing large amounts of research data that can be used to significantly improve our understanding of these processes and issues. However, practical sharing of this data is often problematic because many potentially incompatible data policies or legal frameworks exist.

COOPEUS already was successful to harmonize RI specific data policies on both sides of the Atlantic and to set up a common core data policy which takes these differing frameworks into account. However, in order to ease data exchange among scientists and users involved in Europe's major environmental research infrastructure projects (EISCAT, EPOS, LifeWATCH, EMSO, and ICOS) with their US counterparts (AMISR, EARTHSCOPE, DataONE, OOI and NEON) a more formal approach is additionally required. Therefore COOPEUS aimed to provide a template which can be used to specify Memoranda of Understandings (MoU) to define the rules of data sharing. While initially the purpose of the MoU template was to focus on policy and intellectual property rights (IPR) it turned out that a broader approach is required. As a result, the following MoU template therefore takes into account more aspects of technical and scientific cooperation among Research Infrastructures.

It should be noted that in order to lower the institutional bureaucratic challenges related to signing MoUs, this template may also be adapted to serve as a Letter of Understanding (LoU) between COOPEUS partners. The modification of this template to an LoU will negate the need for institutional Legal Representatives to agree to the terms described here, and instead allow Principal Investigators of COOPEUS partners to agree to terms and conditions for sharing and dissemination of data and work products from the involved groups at COOPEUS RIs. The customization of this template to meet the particular terms and conditions of an LoU between COOPEUS RIs can occur in the same way in which the document would be amended to an MoU, with the added advantage of increased efficiency of establishing broad cooperation and detailed commitments between COOPEUS partners.

The COOPEUS MoU Template

MEMORANDUM OF UNDERSTANDING

BETWEEN

COOPEUS

AND

PARNTER ORGANIZATION

FOR

Scientific and Technical Collaboration on Area of Work

(Ex.: Connecting Research Infrastructures)

COOPEUS¹ and the Partner Organization², herein after referred to as Partner Organization, hereinafter together referred to as “the Parties”, are mutually interested in furthering cooperation on connecting Research Infrastructures and technological developments to facilitate each. The parties therefore establish this Memorandum of Understanding, hereinafter referred to as MOU for research cooperation.

Understanding that the broadening of scientific collaboration can be to the mutual benefit of the Parties and their respective countries;

Acting in the spirit of developing scientific cooperation on the basis of mutual benefit, equity, reciprocity, and Open Access;

Recognizing that cooperative activities concerning Earth sciences contribute to the sustainable development of human society;

Affirming that the Parties are mutually interested in increasing the effectiveness of their programs related to and in expanding collaboration among scientists in these organizations;

Having an interest in a common infrastructure allowing long-term preservation and publication of scientific data and information;

Believing that consultations and initiatives such as exchange of scientific and technical information, the sharing of tasks and the cooperative use of facilities, could result in the effective and efficient accomplishment of mutually beneficial objectives;

The cooperative activities described herein are clearly of mutual benefit to both COOPEUS and Partner Organization. Both institutions share common interests in the research and

¹ <http://www.coopeus.eu/>

² <http://www.>

science of the Earth systems and the tools to enable long-term analysis, preservation and publication of generated data and information. Moreover, both Parties support increased cooperation between Research Infrastructures to support the efficient access to and the open sharing of data and information produced and managed by Research Infrastructures. These common interests serve as the underpinning to developing a more formal collaboration as outlined in this MOU.

Consistent with this agreement between COOPEUS and *Partner Organization* on Scientific and Technical Collaboration on *Area of Work (Ex: Connecting Research Infrastructures)*, the Parties have reached the following general framework for cooperation in accordance with the laws and regulations of the country of each Party:

ARTICLE 1: PURPOSE

Research Infrastructures collect, store, and manage data, metadata, publications, and products from a diverse array of investigators and research programs. Scientific understanding of the Earth is advanced by increasing timely and open access to research outputs, including data and metadata. As essential tools of discovery, traditional and state-of-the-art technologies are used to advance future research and discovery through publication and dissemination of data and information from global archives, providing scientific context for a global awareness of societal issues related to geohazards and environmental change.

1.1. The purpose of this MOU is to encourage and provide for cooperation in scientific research, including technical developments to aid in building connections between Research Infrastructures. The purpose of such cooperation is the advancement of research and development in science and technology, and to the general benefit of society at large.

1.2. To provide a framework in which the Parties may identify areas of interest and possible scientific and technological collaboration.

ARTICLE 2: PRINCIPAL AREAS OF RESEARCH COOPERATION

2.1. Principal areas of research cooperation under this MOU may include, but are not limited to, the following:

- a. Development of technology to explore, distribute and publish data and information
- b. Long-term availability of data and information produced and/or managed by Research Infrastructures
- c. Integrity and authenticity of archived data and information
- d. Effective access and usability of archived data and information

2.2. Other areas of research cooperation may be identified by either Party by written amendment with mutual agreement to the MOU.

ARTICLE 3: FORMS OF RESEARCH COOPERATION

3.1. Collaborative efforts conducted under this MOU may include, but are not limited to, the following:

- a. Consultations by program officials to implement cooperative planning of activities in the fields identified in Article 2;
- b. Cooperation in the development and maintenance of system components of mutual interest;
- c. Cooperation in data exchange;
- d. Cooperation in publication and provision of data acquired during research projects;
- e. Cooperation in joint scientific and exploration themes that are agreed upon by both Parties;
- f. The exchange of scientific and technical information, research methods, and scientific results for the purpose of testing hypotheses;
- g. Exchange of scientists, researchers and engineers for lectures at seminars, conferences, colloquia, symposia and sharing expertise through mutual visits of personnel.

3.2. Principal areas of research and technology cooperation under this MOU may be further described through *an underlying Implementing Arrangement or Data Policy (hereinafter referred to as IA)*, as indicated in Article 5.

3.3. If costs are associated with cooperative activities, they will be detailed in an *Implementing Arrangement*, as indicated in Article 8.

3.4. Other forms of cooperation may be indentified by either Party by written amendment and mutual agreement added to the MOU.

3.5. Each underlying *IA* to this MOU will be subject to legal review by both parties.

ARTICLE 4: OPERATING PROCEDURES

4.1. If an *Implementing Arrangement* is required to undertake the cooperative activities described in this MOU, then each Party will designate one person within the *Implementing Arrangement* to serve as the Coordinator and point of contact.

4.2. The responsibility of the Coordinator is to ensure that an *Implementing Arrangement*, as described in Article 5, is prepared for each project under this MOU. Each underlying *IA* will include both funds transfer and programmatic legal authority, and is subject to legal review, clearance and execution by both Parties.

4.3. The Coordinators may meet and correspond as needed to evaluate the status of cooperation and the progress of activities under this MOU. In addition, the Coordinators will consider and act on major, new proposals for collaboration.

4.4. The Parties support research results developed under this MOU being made available where appropriate, to the general scientific community through, but not limited to publications, seminars, lectures, and conferences; credit should be given jointly to both Parties.

ARTICLE 5: IMPLEMENTING ARRANGEMENTS

5.1. Cooperative activities established under this MOU requiring financial commitment from either party will be established through an **Implementing Arrangement (IA)**.

5.2. Each **IA** addressing a cooperative activity established under this MOU will include a detailed project description, scientific scope, and budget.

5.3. Each **IA** may be subject to applicable review and approval procedures of the Parties. Neither Participant is obliged to carry out a cooperative activity established under this MOU until the appropriate **IA** is executed by both Parties.

5.4. The parties will agree to appropriate intellectual property arrangements in the **IA** for each cooperative activity established under this MOU.

ARTICLE 6: EXCHANGE OF INFORMATION

6.1. The term "information" includes scientific and/or technical data, results and/or methods of investigation, and any other information intended to be provided, exchanged, or arising under **IAs** or project descriptions entered into pursuant to this MOU.

6.2. The Parties support the widest possible dissemination of information gathered under each **IA** agreed to under this MOU. Each participant, to the extent provided by applicable law, should have the right to use, disclose, publish, or disseminate such information for the benefit of both Parties, the scientific community, and society in general. A brief hold (0.5-1year) on some of the data may be provided within each individual **IA** in order to facilitate effective data dissemination for the purposes of publicity and publication.

6.3. Unless otherwise specified by IAs, participants will follow the data and information sharing principles as defined in the COOPEUS data and IPR policy.

6.4. Information transmitted between the Parties or developed jointly under this MOU will be accurate to the best knowledge of the Parties.

6.5. Scientists and administrators of the Parties may exchange general information related to Earth sciences, particularly in research, technology development, and management.

ARTICLE 7: FUNDING

7.1 In projects where funds are provided, the funds to be made available should be in accord with the Budget Summary associated with each **IA**. The Participants intend that the funds remain available for the entire life of the project or as specified in the **IA**.

7.2. The Parties intend that the partition of funding of technical developments and contributions be agreed upon in writing within each IA. Such partitions shall vary according to availability of assets by either Party for each project covered under this MOU.

7.3. All activities made under this MOU are subject to the availability of funds, personnel, and resources.

7.4. Funding level and funding transfer will be further detailed in each IA.

ARTICLE 8: GENERAL PROVISIONS

8.1. All activities under this MOU will be in accordance with the applicable laws and regulations of the respective countries of each Party.

8.2. Terms contained in this MOU are not intended to affect other cooperation or collaborations between the Parties.

8.3. When and where possible and feasible both Parties will assist with the admission into and departure from their respective countries for participating personnel from the other Party.

8.4. When and where possible and feasible both Parties will assist with the admission into and export from their respective countries of stores, equipment, and associated goods provided by or on behalf of the other Party for use in connection with the collaborative project.

8.5. This MOU is not intended to create, and does not create, any new binding obligations under national or international law.

ARTICLE 9: TERM AND TERMINATION OF MEMORANDUM OF UNDERSTANDING

9.1. This MOU shall become effective on the date of signature by both Parties and shall be valid for *term of duration*. This MOU may be amended or extended by mutual written agreement and may be terminated at any time by either Party upon *six (6) months* written notice to the other Party.

ARTICLE 10: RESOLUTION OF DISAGREEMENTS

10.1 Should disagreement arise on the interpretation of the provisions of this MOU, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each Party and presented to the other Party for consideration. If agreement on interpretation is not reached within thirty days, the Parties shall forward the written

presentation of the disagreement to respective higher officials for appropriate resolution.

IN WITNESS WHEREOF, the Parties have executed this MOU and represent that they approve, accept and agree to the terms contained herein.

| | |
|------------------------|------------|
| COOPEUS Representative | Date |
| [Redacted] | [Redacted] |

MARUM, Center for Marine Environmental Sciences

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D-28359 Bremen

| | |
|-------------------------------|-------------|
| <i>PARTNER Representative</i> | <i>Date</i> |
| [Redacted] | [Redacted] |

Institution

Address