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NI4OS-Europe

National Initiatives for Open Science in Europe

Deliverable D2.8

Collaboration Agreements

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Abstract: Deliverable D2.8 presents the Collaboration Agreement signed by complimentary projects EOSC-Pillar, EOSC-synergy, EXPANDS, NI4OS-Europe, EOSC-Nordic, EOSCSecretariat.eu, and FAIRsFAIR.

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The NI4OS-Europe Consortium consists of:

GRNET SA	Coordinator	Greece
ATHENA RC	Beneficiary	Greece
CYI	Beneficiary	Cyprus
UCY	Beneficiary	Cyprus
IICT	Beneficiary	Bulgaria
SRCE	Beneficiary	Croatia
RBI	Beneficiary	Croatia
KIFU	Beneficiary	Hungary
DE	Beneficiary	Hungary
ICI BUCURESTI	Beneficiary	Romania
UEFISCDI	Beneficiary	Romania
ARNES	Beneficiary	Slovenia
UMUKM	Beneficiary	Slovenia
IPB	Beneficiary	Serbia
UOB	Beneficiary	Serbia
RASH	Beneficiary	Albania
UNI BL	Beneficiary	Bosnia-Herzegovina
UKIM	Beneficiary	North Macedonia
UOM	Beneficiary	Montenegro
RENAM	Beneficiary	Moldova (Republic of)
IIAP NAS RA	Beneficiary	Armenia
GRENA	Beneficiary	Georgia

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Document Revision History

Date	Issue	Author/Editor/Contributor	Summary of main changes
December 16 th , 2019	a	All signatory project consortia	Collaboration Agreement as defined by all signatory projects
December 23 rd , 2019	b	Ognjen Prnjat, Evgenia Douvi	Deliverable format

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References

- [1] Project NI4OS-Europe-857645 - Annex I - Description of the Action

Executive summary

What is the focus of this Deliverable?

Grants resulting from topics INFRAEOSC 5 a,b,c are mutually complementary grants (857652 EOSCNordic, 857650 EOSC-Pillar, 857647 EOSC-synergy, 857641 ExPaNDS, 857645 NI4OS-Europe, 831644 EOSCsecretariat.eu, 831558 FAIRsFAIR). Collaboration agreements are required (article 41.4 of the grant agreement) and have been originally envisaged as bilateral ones or one single for all or according to a hybrid approach. The agreements were envisaged to take the form of memorandi of understanding detailing how synergies will be identified and be fully exploited and how work will be as much as possible complementary. This deliverable presents the final Collaboration Agreement which is a multi-party one, covering all above projects, and which has a form of a Memorandum of Understanding.

What is next in the process to deliver the NI4OS-Europe results?

The deliverable and the workflow progress are described in the project Annex-I – Description of the Action [1]. The projects signing the agreement will be following collaborative actions in a number of topics specified in the Annex on Joint Activity Plan, available in this Collaboration Agreement.

What are the deliverable contents?

The deliverable gives the Collaboration Agreement in its entirety.

Conclusions and recommendations

The Collaboration Agreement will be a living document, evolving to meet the needs of the complementary projects and also those of EOSC overall.

1. The Collaboration Agreement

European Union HORIZON 2020 PROGRAMME

Support to the EOSC Governance

Collaboration Agreement

This Collaboration Agreement ('the Agreement') is between the following parties:

Complementary Grant Agreement No. 857650 (Acronym: EOSC-Pillar, Full title: Coordination and Harmonisation of National Initiatives, Infrastructures and Data services in Central and Western Europe);

Complementary Grant Agreement No. 857647 (Acronym: EOSC-synergy, Full title: European Open Science Cloud - Expanding Capacities by building Capabilities);

Complementary Grant Agreement No. 857641 (Acronym: EXPANDS, Full title: EXPAND - enhancing co-creation in JPI Urban Europe through widening Member State and stakeholder participation);

Complementary Grant Agreement No. 857645 (Acronym: NI4OS-Europe, Full title: National Initiatives for Open Science in Europe);

Complementary Grant Agreement No. 857652 (Acronym: EOSC-Nordic, Full title: EOSC-Nordic);

Complementary Grant Agreement No. 831644 (Acronym: EOSCSecretariat.eu, Full title: EOSCSecretariat.eu);

Complementary Grant Agreement No. 831558 (Acronym: FAIRsFAIR, Full title: Fostering FAIR Data Practices In Europe).

Hereinafter also referred to as "Parties",

WHEREAS the call INFRAEOSC-05-2018-2019 Support to the EOSC Governance was issued by the European Commission (EC) in the framework of the Horizon 2020 European research infrastructure work programme 2014,

WHEREAS the Complementary Grant Agreements, concluded between the European Commission Directorate-General Research & Innovation and all beneficiaries, provide for the conclusion of a Collaboration Agreement to which every Project Consortium must become a Party;

WHEREAS this present Collaboration Agreement is mandatory for the award of the grant,

AGREE AS FOLLOWS:

ARTICLE 1: DEFINITIONS

The following definitions shall apply to this Collaboration Agreement:

Accession Date means the date of the signature of the Declaration of Accession, attached hereto in Annex 1, by each Party joining this Collaboration Agreement.

Access Rights shall have the meaning assigned to it under Article 25.1 of the Horizon 2020 Model Grant Agreement (hereinafter "MGA").

Affiliated Entity shall have the meaning assigned to it under Article 25.4 of the MGA.

Collaboration Agreement means this "Support to the EOSC Governance" Collaboration Agreement (within the meaning of Article 41.1 of the MGA).

Complementary Background means Background, as defined in Article 24.1 of the MGA, excluding, for each Party, Background of the SRC Project in which that Party participates.

Complementary Grant Agreement(s) means the Grant Agreements within the meaning of Article 2 of the Model Grant Agreement.

Confidential Information means any information and data of whatever nature disclosed by any of the Parties or its Affiliates ("Disclosing Party") to any other Party or its Affiliates ("Receiving Party") in connection with this Collaboration Agreement after acceding to this Collaboration Agreement, irrespective of the medium in which such information or data is embedded, subject to the various exclusions and other provisions set forth in Article 7

below. When disclosed in tangible form, Confidential Information must be marked “*confidential*”, “*proprietary*” or similarly by the Disclosing Party. When disclosed orally or visually, only that information which is identified at the time of disclosure as confidential and summarized in certain detail in writing (including e.g. in meeting minutes) shall constitute Confidential Information within 30 days after such disclosure.

Declaration of Accession means a declaration to become a Party to this Collaboration Agreement, the form being attached hereto in Annex 2.

EC stands for European Commission.

Fair and Reasonable Conditions shall have the meaning assigned to it under Article 25.3 of the MGA, it being understood that among the circumstances of the request for access to the Results to be taken into account shall be the legitimate commercial interest of the owner of the Results, i.e. an interest which the owner of the Results can demonstrate is important to its ability to commercially exploit the Results for a defined period of time, including but not limited to an economic position vis-à-vis a competitor, loss of profits or survival of an undertaking.

Force Majeure means any one or more events beyond the control of the relevant Party which occur after the Accession Date, were not reasonably foreseeable at the time of signing the Declaration of Accession, and the effects of which are not capable of being overcome without unreasonable expense and/or unreasonable loss of time to the Party concerned. Events of Force Majeure shall include (without limitation) war, civil unrest, acts of government, natural disasters, exceptional weather conditions, breakdown or general unavailability of transport facilities, accidents, fire, explosions, and general shortages of energy.

Model Grant Agreement or **MGA** stands for the “General Multi-Beneficiary Model Grant Agreement for the Horizon 2020 Programme (H2020 General MGA – Multi), adopted by the EC in September 2014.

(http://ec.europa.eu/research/participants/portal/desktop/en/funding/reference_docs.html#h2020-mga-gga)

Results means the Results, as defined in Article 26.1 of the MGA.

ARTICLE 2: PURPOSE AND RELATIONSHIP WITH CONSORTIUM AGREEMENTS

1. This Collaboration Agreement is concluded between the Parties in view of their obligations under Article 41.4 of their respective grant agreements. Annex 1 and Annex 2 made integral and substantial part of this Collaboration Agreement.

2. The purpose of this Collaboration Agreement, is
 - (i) to create synergy in the mutual activities related to European Open Science Cloud (EOSC),
 - (ii) to implement the provisions of the respective Complementary Grant Agreements for INFRAEOSC-05-2018-2019 Projects concerning, amongst other things, Access Rights relating to Complementary Results and Complementary Background;
 - (iii) to provide the framework for planning, implementing and monitoring the joint activities as outlined in Annex I and
 - (iv) to prepare and take action to incorporate other EOSC initiatives into this collaboration.

This Collaboration Agreement shall be implemented in accordance with the provisions of the respective Complementary Grant Agreements signed by each complementary beneficiary.

ARTICLE 3: MANAGEMENT AND COLLABORATION ASPECTS

1. The Parties will establish a Cross-Project Collaboration Board (CPCB). It will be composed of one representative of each on-going INFRAEOSC-05-2018-2019 Project. Each member of the Board has the right to be represented by a Deputy and/or assisted by another representative of his Project to address specific items discussed in meetings of the Board.

2. The Board will appoint its Chair at its first meeting and for the duration of one year. The Chair is responsible for:

- Drafting the agenda of the meetings;
- Sending out the invitations to Board meetings to the members of the Board;
- Chairing the meetings
- Drafting and distributing minutes of each meeting, including supporting documentation which was shared at the Board meeting.

3. The Board can invite further ad hoc participants as deemed appropriate, especially parties directly concerned by items discussed by the Board.

4. The Board shall decide on collaboration and synchronisation of activities among the Projects, including on management of outcomes, common approaches towards standardisation, SME involvement, links with regulatory and policy activities, and commonly shared dissemination and awareness raising activities.

A non exhaustive list of activities submitted to synchronisation and coordination is described in the Joint Activity Plan, Annex 1 of the present Agreement.

5. The Board shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum). Each Project present or represented in the meeting shall have one vote. Decisions shall be taken by consensus. If consensus cannot be reached decisions are taken by simple majority. A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of the Board may exercise a veto with respect to the corresponding decision or relevant part of the decision. In case of exercise of veto, the Members of the related Project shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its Members.

6. The Board shall meet at least twice per year, physically or through teleconference. The parties shall foresee the necessary resources to participate in these meetings.

7. The Board may decide on the establishment, composition and tasks of ad-hoc temporary task forces, on the activity plan of these task forces, on the approval of their results and on the modification of their plan, if deemed necessary for specific issues. Proposals for temporary task forces can also be made by any Party, addressed to the Board and including the envisaged objectives, interfaces, outputs, and required resources.

8. One or more representatives of the EC may attend the Board meetings as observers. The Board may decide to grant the status of Observers to other projects and initiatives.

9. The Cross Project Collaboration Board will elaborate, monitor and review a Joint Activity Plan.

ARTICLE 4: RIGHTS OF ACCESS TO COMPLEMENTARY BACKGROUND

Access Rights to Complementary Background will follow the provisions of Articles 25.1, 25.2, 25.3, 25.4 and 25.5 of the Complementary Grant Agreements..

ARTICLE 5: CONFIDENTIALITY

Confidentiality will be ensured according to Article 36.1 of the Complementary Grant Agreements.

ARTICLE 6: ACCESS TO DELIVERABLES, MILESTONES AND RESULTS

In the context of the Joint Activity Plan and the Complementary Grants, the Board will agree on the dissemination level of the deliverables and results, as follows:

- Public fully open (PU) or
- Confidential (CO) restricted and under conditions, as described in the MGA, only available internally to a group of Recipients within the Complementary Grant consortia.

ARTICLE 7: INTELLECTUAL PROPERTY RIGHTS

The Parties give each other under fair and reasonable conditions access to results produced by the joint activities specified by this Collaboration Agreement that are needed for exploiting their own results.

Joint ownership is governed by Article 26.2 of the Collaborative Grant Agreements.

ARTICLE 8: MISCELLANEOUS

1. Language

British English shall be used in all joint documents and notices prepared, and meetings conducted, pursuant to this Collaboration Agreement or otherwise in connection herewith.

2. Notices

Any notice to be given under this Collaboration Agreement shall be in writing to the addressees and recipients listed in Annex 2 of this Collaboration Agreement, or to such other address and recipient as a Party may designate in respect of itself by written notice to the others.

3. Amendments

All amendments or changes to this Collaboration Agreement shall be agreed upon in a valid meeting of the Board.

ARTICLE 10: APPLICABLE LAW AND SETTLEMENT OF DISPUTE

1. This Collaboration Agreement shall be governed by and shall be interpreted in accordance with the laws of Belgium without regard to the Belgian conflict of laws rules.

2. The Parties concerned will consult with each other promptly when events occur, or matters arise, that may call into question the interpretation or implementation of the terms of this Collaboration Agreement.

ARTICLE 11: ENTRY INTO FORCE, TERM, TERMINATION, WITHDRAWAL

1. This Collaboration Agreement shall enter into force as soon as all beneficiaries have acceded to it in accordance with Article 12.1, and thereafter for each additional Party as from the respective Accession Date.

2. This Collaboration Agreement shall continue in full force and effect until complete discharge of all obligations for the carrying out of the INFRAEOSC-05-2018-2019 Projects, it being understood that for each individual Party, the participation in this Collaboration Agreement shall terminate if

- (i) the Grant Agreement arrives at its natural conclusion, or
- (ii) the Grant Agreement is terminated early, in accordance with the applicable terms of the relevant Consortium Agreements and Grant Agreements.

ARTICLE 12: ACCESSION

1. All Parties shall accede to this Collaboration Agreement after the approval from each Project Consortium and consequent notification to the EOSCsecretariat.eu Coordinator. The EOSCsecretariat.eu Coordinator will notify the Declarations of accession to the EC.

2. The EOSCsecretariat.eu Coordinator will inform all Parties without undue delay about each new Party acceding to this Collaboration Agreement and provide them with an updated Annex 2 of this Collaboration Agreement.

Annex 1: Joint Activity Plan

The main purpose of the Collaboration Agreement is the *synchronisation and coordination of activities* among the INFRAEOSC-05-2018-2019 projects. To meet this goal a Joint Activity Plan is agreed. This plan is divided in the following focus areas:

1. **Identification of overlaps and complementarities** between the call INFRAEOSC-05-2018-2019 projects in order to jointly support the implementation of the EOSC and development of a synchronised plan of activities.

How:

Parties will:

- organise at least two Cross-Project Collaboration Board meetings per year dedicated to presentation and exchange of information about the planned activities of each of the collaborating projects;
- develop an on-line shared Joint Activity Plan analysed and revised, if necessary, every six months. Specific sections of this plan will be formulated as part of the activities that are described in the rest of this Agreement. The initial list of agreed collaboration topics is reported in Table 1. The Cross-Project Coordination Board will be responsible for collecting inputs and suggestions for revisions of activities and for channeling them to the corresponding task force. It will also take decisions on actions to be put in place to implement the revision, e.g. to terminate a task force or start-up a new one.

Who:

The members of the Cross-Project Collaboration Board appointed by each of the collaborating projects

Milestone:

M1: First version of the Joint Activity Plan in December 2019 (updated every six months if necessary)

2. Formation and operation of **Task Forces** dedicated to address common activities of interest to multiple projects.

How:

Parties will

- Form one Task Force for each of the areas of common interest (See Table 1 for the initial list of these areas). Each Task Force will appoint a Chair among its participants. The Chair will be in charge for six months. After this period the members of the Task Force may either confirm the Chair or appoint a new one.
- EOSCSecretariat.eu will support the formation and operation of these groups according to its capacity and resources.
- Each Task Force will be responsible for the corresponding section of the coordinated plan of activities, for developing a common strategy to coordinate activities and for collaborating with EOSCSecretariat.eu on the synchronization with the EOSC Working Groups and EOSC governance. Each Task Force will also identify its own workplan taking into account the overall plan agreed by the Cross-Project Collaboration Board and specific projects deadlines.

Who:

Designated persons from Collaborating Projects.

Milestone:

Task Forces Formation (Month 1 of this Agreement)

3. Development of a common strategy to synchronise activities of Collaborating Projects with the **EOSC Working Groups**.

How:

- EOSCSecretariat.eu will keep the members of the Cross-Project Collaboration Board and related Task Forces continuously updated about EOSC WGs plans, activities and outcomes;
- EOSCSecretariat.eu will periodically inform EOSC WGs about plans, activities and outcomes of the Task Forces and it will facilitate synergies between these and EOSC WGs;
- EOSCSecretariat.eu will report to the EOSC WGs the feedback received from the Collaborating Projects on the EOSC WG produced outcomes;
- Members of the Task Forces will actively participate in the on-line public discussion supported by the EOSC Liaisons Platform set up by EOSCSecretariat.eu.

Who:

Designated persons of Collaborating Projects acting as members of either the Cross-Project Collaboration Board or of the Task Forces.

Milestone:

First input for EOSC WG meetings (3 months after the installation of the Task Forces)

The activities and results of the Cross-Project Collaboration Board and of the operated Task Forces will be periodically described in the collaborating projects Periodic Progress Activity Reports.

Table 1: Initial list of collaboration topics**National Policies and Governance TF**

The projects agree on the following activities:

1. Advise on processes to engage policy makers and influence national policies to foster the uptake of Open Science OS practices and support the realisation of the EOSC vision;
2. Collate and discuss on operational policies in the participating countries (e.g. procurement of services, funding, usage models);
3. Collate and discuss on national policies, OS declarations & roadmaps against the EOSC roadmap;
4. Review and, where relevant, endorse and amplify recommendations emerging from the individual projects
5. Propose to the CPCB the organisation of a Europe-wide and all Task Forces (TFs)-engaging event and cover in it the policy aspects.

Training and Skills TF

The projects agree on the following activities:

1. The Task Force focuses on common paths regarding, in particular:
 - a. Training Aims
 - b. Training Themes
 - c. Tools and Methodologies to be used to fulfill the activities
 - d. Training Approaches
 - e. Targeted Stakeholder
 - f. Timeline for training activities and events

- g. EOSC related Skills;
- 2. The work of the Taskforce should as much as possible rely on existing material and expertise coming from other initiatives, projects, institutions operating training activities;
- 3. The Taskforce should investigate possible solutions for a shared Training Resources catalogue structured in a commonly agreed fashion, relying, when applicable, on existing standards and best practices;
- 4. Synchronise common training events by relying on the specific expertise offered by each project. The events should be included in a shared calendar to maximise the efficiency. Joint online events would be preferable whereas in-person should be co-located with important regional or community events;
- 5. A map of the expertise that are present within the projects will be created, and will include members from each INFRAEOSC-05-2018-2019 Call project; The members should indicate their specific expertise to effectively support the training activities and the definition of skills for the EOSC.

Communication and Events TF

The projects agree on the following activities:

- 1. Information sharing between projects and identification of points of collaboration
 - a. Project objectives and brief overview.
 - b. Identification of areas for collaboration on communications and events;
- 2. Mutual sharing and distribution of project news/results through project websites and social media channels
 - a. Sharing of news and results relevant to TF activities
 - b. Cross referencing or publication of each others' news/results when relevant or appropriate
 - c. Re-tweeting/sharing posts by each others' projects related to news and results;
- 3. Collaboration at events including workshops, conferences, information stands and webinars
 - a. Creation of a private events calendar to be shared by TF members where all planned public events are taking place
 - b. Invitations to projects and effort by projects to invite representatives from other INFRAEOSC-05-2018-2019 5b call projects to give presentations or to act as /panel members (if possible/relevant to workshop) and also participate in corresponding events of these projects.
 - c. Cross promotion and publication of Re-tweeting/sharing posts by each others' projects;
- 4. Alignment on EOSC-related common messaging in particular in relation to eventual outputs from the EOSC Executive Board Communications Task Force.

FAIR TF

The projects agree on the following activities:

1. Review and standardization of FAIR policies in order to enable FAIR-aligned services and repositories;
2. Analysis of FAIR guidelines and standards to enable adoption in the light of the local and disciplinary context;
3. Evaluation and development of FAIR technical aspects including metadata frameworks, interoperability, service infrastructure, FAIR software;
4. Assessment, extension or establishment of FAIR certification schemes for repositories and services. The uptake in communities and on national levels is of special importance;
5. Development and adaptation of FAIR assessment tools. These tools include, but are not limited to, Data Management Plans (DMPs) , licenses and datasets.

Service Onboarding TF

The projects agree on the following activities:

1. Discussing the procedures and solutions for service onboarding thus to facilitate the “flowing” of services “stemming” from involved projects and potentially existing catalogues into the “overall EOSC Service Catalogue” and vice-versa;
2. Discuss the service description templates to possibly identify a shared one or to define translations from the “local templates” into the EOSC Portal one, leveraging the current status of the art (i.e. the service description template adopted in EOSC Portal);
3. Discuss models for interoperability for the regional/thematic service catalogues into the EOSC central one (i.e. the catalogue hosted by the EOSC portal). Discuss the impact on validation models, the different aspects and how this can be applied in a distributed environment;
4. Discuss the opportunities for integration with services and support activities from the EOSC Federating Core, the benefits these bring and the obligations they imply.

Landscaping TF

The projects agree on the following activities:

1. Define common targets and methodology for the National Initiatives landscaping activities;
2. Design the survey in a way that will allow to obtain structured and comparable data for each country, also taking into account existing mapping exercises (e.g. eIRG);

3. Involve the relevant stakeholders (including Research Infrastructures (RIs), the EOSC Executive Board (EB) and the EOSC Governance Board (GB)) in the design process and provide updates on the activity while collecting feedback from them to integrate the effort with EB/GB landscape activities;
4. Contribute to decide on the methodology for extending the survey to countries outside the geographical scope of the projects;
5. Collaborate with the expert hired by secretariat to/ with the contribution of the expert hired by secretariat, integrate the results of the different surveys in order to create a European-level map;
6. With the contribution of the expert hired by the Secretariat, to create a summary report of the resulting data including visualisation and/or infographics at the European level to communicate the results.

Annex 2

Declaration of Accession

The Consortium of the **[Name of Party (project)]**,

consents to become a Party to the “Support the EOSC Governance” Collaboration Agreement and accepts all the rights and obligations of a Party. The Coordinator of the **[Name of Party (project)]** has been mandated to notify the accession to the EOSCsecretariat.eu coordinator.

The present document signed by the Coordinator of the **[name of Party (project)]** constitutes notification of the accession.

For the Project **(insert name of the Project)**, the Coordinator

(signature)