

Skills 4 eosc

D8.1 MoU or Letter of Intent on key cooperation topics

Lead Partner:	TU Wien
Version:	V 1.0
Status:	Sumbitted draft not yet approved by the EC
Dissemination Level:	PU: Public
Document Link:	https://doi.org/10.5281/zenodo.7684500
DOI:	10.5281/zenodo.7684500



Skills4EOSC has received funding from the European Union's Horizon Europe research and innovation Programme under Grant Agreement No. 101058527 and from UK Research and Innovation (UKRI) under the UK government's Horizon Europe funding guarantee [grant number 10040140]

COPYRIGHT NOTICE



This work by Parties of the Skills4EOSC Project is licensed under a Creative Commons Attribution 4.0 International License (<http://creativecommons.org/licenses/by/4.0/>). The Skills4EOSC project is co-funded by the European Union Horizon Europe programme under grant n° 101058527 and by UK Research and Innovation (UKRI) under the UK government's Horizon Europe funding guarantee under grant n° 10040140.

DELIVERY SLIP

Date	Name	Partner/Activity	Date
<i>From:</i>	Paolo Budroni, Juliana Giroletti	TU Wien	24.01.23
<i>Moderated by:</i>	Paolo Budroni	TU Wien	25.01.23
<i>Reviewed by:</i>	Fulvio Galeazzi	GARR	01.02.23
<i>Reviewed by:</i>	Luca Schirru	KU LEUVEN	06.02.23
<i>Reviewed by:</i>	Tim Drees	KIT	06.02.23
<i>Reviewed by:</i>	Ognjrn Prnjat	GRNET	06.02.23
<i>Reviewed by:</i>	Paolo Budroni, Juliana Giroletti	TU Wien	07.02.23
<i>Approved by:</i>	Emma Lazzeri	GARR	28.02.23

DOCUMENT LOG

Issue	Date	Comment	Author
v.0.0	25.01.23	<i>First draft</i>	Paolo Budroni, Juliana Giroletti (TU-Wien)
V.0.1	01-06.02.23	<i>Comments by internal reviewers</i>	Fulvio Galeazzi (GARR), Luca Schirru (KUL)
v.0.1	01-06.02.23	<i>Comments by Task 8.3 Leader</i>	Ognjen Prnjat (GRNET)
V.0.2	06.02.23	<i>Review of the document on the legal issues (legal terms and signatories in accordance with CA sections 6.4.4 and 11.2), including liability restriction +dispute settlement based on DESCA</i>	Tim Drees (KIT)

V.0.3	07.02.23	<i>Analysis and final review, Incorporation of different inputs, and harmonisation of text</i>	Paolo Budroni, Juliana Giroletti (TUWien)
V.0.4	28.02.23	Final comments and edits from Task leaders and coordinator	Ognjen Prnjat (GRNET), Emma Lazzeri, Sara Di Giorgio (GARR)
V.1.0	28.02.23	Version approved	Emma Lazzeri, Sara Di Giorgio (GARR)

TERMINOLOGY

<https://eosc-portal.eu/glossary>

Terminology/Acronym *Definition*

CA	Consortium Agreement
CC	Competence Centre
CCs	Competence Centres
CollAgr	Cooperation Agreement
CSA	Coordination and Support Action
DG CNECT	Directorate-General for Communications Networks, Content and Technology
DG RTD	Directorate-General for Research & Innovation
DoA	Description of Action
EC	European Commission
EOSC	European Open Science Cloud
EOSC-A	European Open Science Cloud Association
FAIR	Findable, Accessible, Interoperable, Reusable
HE	Horizon Europe
LoI	Letter of Intent
MoU	Memorandum of Understanding
SRIA	Strategic Research and Innovation Agenda
TB	Technical Board

UNESCO	United Nations Educational, Scientific and Cultural Organization
WP	Work Package

Contents

Executive summary.....	6
1. Introduction.....	7
2. The EOOSC collaborative environment.....	9
3. Skills4EOOSC project Collaboration Framework.....	11
3.1 The three models.....	11
a) Letter of Intent.....	11
b) Collaboration Agreement.....	11
c) Memorandum of Understanding	12
4. Templates and guidance on how to use the templates	13
4.1 Templates	13
4.1.1. Signature process	13
a) <i>Template Letter of Intent</i>	13
b) <i>Template Collaboration Agreement</i>	20
c) <i>Template Memorandum of Understanding</i>	28
Annexes	36
Annex I - Article 2: duty of non-disclosure	36

Executive summary

Skills4EOSC is an Open Science project focused on creating a training ecosystem for Open Science and FAIR, whose ultimate outcome is to provide the **European Open Science Commons** and foster the development of a skilled and digitally prepared workforce for EOSC. This deliverable was designed in order to facilitate the fostering of synergies and engagement with EOSC-relevant projects and initiatives, as well as with interested Parties, such as those involved in higher academic education engaged with the use of open data, the adoption of open science and the implementation of FAIR paradigms, and other key stakeholders of the Skills4EOSC project. The three cooperation **models/templates** presented in this deliverable are support tools for the establishment of partnerships and are considered important for achieving the objectives of the project in terms of collaboration. The Skills4EOSC project also strives to follow new developments in the pan-European area, taking place after proposal submission.

1. Introduction

Skills4EOSC¹ is an Open Science project focused on creating a training ecosystem for Open Science and FAIR, whose ultimate outcome is to provide the **European Open Science Commons** and foster the development of a skilled and digitally prepared workforce. It is an ambitious project that comprehensively addresses the challenges set out in the "Strategic Research and Innovation Agenda" (SRIA) of the European Open Science Cloud (EOSC) to establish a cross-disciplinary and cross-national network of Competence Centres (CCs) related to open science that allows researchers to transform the way they work for a better exploitation of research outputs.

The aim of Skills4EOSC is to develop methodologies, activities and training resources to advance Open Science skills by unifying the current training landscape into a common and trusted pan-European ecosystem and to provide dedicated community-specific support to leverage the potential of EOSC for open and data-intensive research. Guided by these objectives, the project intends to close the three gaps identified in the current EOSC Strategic Research and Innovation Agenda regarding Open Science competences, these being:

- lack of Open Science and data expertise,
- lack of clear definition of data professional profiles and corresponding career paths, and
- fragmentation in training resources².

Skills4EOSC will drive the co-design and delivery of innovative training materials and courses, engaging multitudinous academic and expert groups, numerous researchers, professionals and governmental entities to test and complete the proposed training methodology and assets to ensure that Open Science practices and skills are rewarded and taught, becoming the "new normal".

Structure of the present document: In an attempt to facilitate the establishment of collaborations, this document has been structured as follows: after an

¹ Skills4EOSC is a Coordination and Support Action co-funded by the European Union and the UK Research and Innovation under the HORIZON-INFRA-2021-EOSC-01 ("Supporting an EOSC-ready digitally skilled workforce").

² European Commission, Directorate-General for Research and Innovation, Strategic Research and Innovation Agenda (SRIA) of the European Open Science Cloud (EOSC), Publications Office of the European Union, 2022, <https://data.europa.eu/doi/10.2777/935288>

introduction of the Skills4EOSC project and its main goal (section 1), the EOSC Collaboration environment is presented in its current asset and developments since the Skills4EOSC project proposal (section 2) This is followed by the presentation of the Skills4EOSC collaboration framework (section 3) and the cooperation models and templates (section 4) to be adopted as a tool by the consortium. The choice of three models offers Skills4EOSC consortium members a degree of freedom, flexibility and agility to establish collaborations with relevant stakeholders and/or interested parties in the best possible way. In particular this section depicts three templates:

1. the letter of intents is the lightest collaboration template envisaged to be used for organisations/projects/initiatives, it is a non-binding document expressing an intention to enter into a formal agreement;
2. the memorandum of understanding is most suitable for projects collaboration and it is a more detailed non-binding agreement, even if it may contain certain provisions that are enforceable.
3. the collaboration agreement is a formal, binding document that defines the terms of a collaboration, it is more structured and complete and it is most suitable for collaboration with organisations.

This deliverable is one of the key elements of the engagement strategy that is described in Deliverables D8.3 “Dissemination, exploitation and communication plan - initial version”³, D8.4 “Dissemination, exploitation and communication plan - intermediate version”, and D8.5 “Dissemination, exploitation and communication plan - final version”.

³ Delivered by the time of the publication of this deliverable, <https://doi.org/10.5281/zenodo.7686323>

2. The EOSC collaborative environment

Preliminary statement: The Skills4EOSC project strives to follow existing developments in the pan-European area, even if they were not available at the time of the project submission. In the wake of the launch of the Skills4EOSC project, the EOSC Association (EOSC-A) launched a Vademecum⁴, a handbook for effective collaboration within the EOSC Co-programmed Partnership, with the aim to regulate different forms of potential collaboration.

This Vademecum⁵ of the EOSC-A provides a framework for the cooperation between the project consortia funded through EU Calls supporting the EOSC European Co-Programmed Partnership (“the Partnership”), among themselves and with the EOSC-A⁶.

Skills4EOSC is a Coordination and Support Action funded by the European Union under HORIZON-INFRA-2021-EOSC-01, its Participants have taken note of the Vademecum **and consider it as a possible form of cooperation.**

One of the aims of Skills4EOSC is to create an EOSC-ready skilled European workforce, connecting existing Centres of Competence in Open Science and scientific data management with the aim to advance Open Science (OS) skills by unifying the current training landscape into a common and trusted pan-European ecosystem. In this sense, Skills4EOSC Participants aim to foster synergies and engagement with EOSC-related projects’ participants, higher academic education, Competence Centres and so on. For this reason, Skills4EOSC participants will organise and offer several online activities under the title “How to join Skills4EOSC”, which will allow for a broader use of this deliverable. In addition, and on top of this deliverable, two collateral new activities will be initiated, which are:

⁴ Vademecum: a handbook for effective collaboration within the EOSC Co-programmed Partnership, accessible via: <https://eosc.eu/documents> or via <https://eosc.eu/sites/default/files/2022-10/Vademecum%20HE%20EOSC-related%20Projects.pdf>

⁵ This Vademecum has been produced by EOSC-A, after consultations with the European Commission’s Directorate-General for Research & Innovation (DG RTD), Directorate-General for Communications Networks, Content and Technology DG CNECT, and Executive Agency (REA), in the spirit of helping project consortia to implement the European Commission’s terms and conditions set out in the Work Programme 2021-2022, common to all Destination INFRAEOSC projects (and possibly other EC-funded projects that support EOSC) and that are or will be reflected in the Description of Action (DoA), annexed to the Grant Agreement.

⁶ EOSC-A is the legal entity established to represent the EOSC stakeholders in the Partnership and to ensure coordination. In this role, EOSC-A serves as the nerve centre for the implementation of the European Open Science Cloud. EOSC-A is also the project coordinator for the INFRAEOSC Horizon Europe EOSC Focus project, which supports the whole Partnership, with the EOSC-A Secretariat (<https://www.eosc.eu/secretariat>) being the project lead. EOSC-A’s aim is to steer coordination to leverage the EOSC ecosystem.

1. Skills4EOSC Participants will publish a list of organisations, projects and initiatives that are liaising with the project thus offering selected information on the purpose of the intended collaboration and the kind of joint activities.
2. Skills4EOSC Participants will prepare an additional report, linked to this deliverable, to be published at the end of the project in its final version, listing all the organisations, projects and initiatives that adhered to the cooperation activities.

The present deliverable aims to provide the framework and the guidelines to establish collaborations fostering the creation of the European Open Science Commons and ensuring the achievement of the goals set by the Skills4EOSC Participants, aligned with the principles of Open Science defined by UNESCO^Z (2021) as “an inclusive construct that combines various movements and practices aiming to make multilingual scientific knowledge openly available, accessible and reusable for everyone, to increase scientific collaborations and sharing of information for the benefits of science and society, and to open the processes of scientific knowledge creation, evaluation and communication to societal actors beyond the traditional scientific community.”

^Z UNESCO, “UNESCO Recommendation on Open Science,” accessed January 24, 2023, <https://unesdoc.unesco.org/ark:/48223/pf0000379949.locale=en>

3. Skills4EOSC project Collaboration Framework

Skills4EOSC is offering three models of cooperation⁸. For the establishment of cooperation, Skills4EOSC has prepared three templates, which may be used to initiate a codified collaboration: a) a template for a Letter of Intent, b) a template for a Collaboration Agreement and, c) a template for a Memorandum of Understanding.

Eligibility criteria: The Interested Party is a related initiative, project, or an institution/organisation engaged in OS, FAIR paradigms and EOSC, and it is interested in setting up a collaboration in the areas covered by Skills4EOSC. The Party is also interested in bilateral information exchange and cooperation.

3.1 The three models

a) Letter of Intent

The Letter of Intent is the lightest collaboration template, suitable for organisations and projects or initiatives. The **Letter of Intent (LoI)** signifies a statement of intent to cooperate between the interested Party and the Skills4EOSC partnership.

The Letter of Intent is not a legally binding document. It does not restrict the rights of either party to enter into collaborative agreements, contracts or working relationships with other parties.

b) Collaboration Agreement

The **Collaboration Agreement (CollAgr)** is used among for organisations involved in projects and initiatives. It includes the possibility to participate to the project activities, following the conditions provided in this agreement.

The establishment of this collaboration model specifies how the interested party will contribute to and interact with the Skills4EOSC Participants on joint tasks refereeing to their projects and initiatives, and what activities and/or responsibilities it will undertake.

⁸ The requirements for the design of the collaboration framework concerning the boosting of the creation of Competence Centre (CC) network will be drafted by WP7 and shared with the Technical Board (TB) and Consortium. Once the Skills4EOSC CC Network is defined, the specific collaboration framework can be established to include organisations other than Participants in the Action Skills4EOSC.

The Collaborating Institution shall interact with the Coordinator and with the other members of the Skills4EOSC project on the topics defined in the Technical Annex, which is attached to the CollAgr and forms an integral part of it.

c) Memorandum of Understanding

The **Memorandum of Understanding (MoU)** is offered to organisations and their related projects/initiatives. It includes the possibility to participate to the project activities. The activities are detailed in a technical annex.

4. Templates and guidance on how to use the templates

For the establishment of cooperation, the interested party may choose one of the existing templates accordingly to the scope that best reflects the parameters of cooperation to be established.

Interested parties are encouraged to keep the language and vocabulary as basic and straightforward as possible, when filling in with the information requested.

Information in *italic, coloured in orange* is for your information and should be deleted from the actual templates and the information **coloured in green** should be filled in with relevant information by the interested party.

4.1 Templates

All three cooperation models are presented on the following pages. These pages have been designed as templates to facilitate immediate use by the project members. In this sense, headers and footers have been re-designed.

4.1.1. Signature process

The Coordinator of the Skills4EOOSC action will coordinate the signature process regarding the templates in accordance with sections 6.4.4. and 11.2 of the Consortium Agreement. **When entitled to do so, the coordinator will sign on behalf of the Consortium.**

6-4-4 Consortium Agreement

The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium, unless explicitly stated otherwise in the Grant Agreement or this Consortium Agreement

11-2 Consortium Agreement: No representation, partnership or agency

Except as otherwise provided in Section 6.4.4, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

a) Template Letter of Intent



Supporting  eosc

Letter of intent (hereinafter referred to as “LoI”) between the Skills4EOSC Participants (Annex 2) and [PLEASE INSERT THE COOPERATING INSTITUTION/ ORGANISATION] concerning cooperation and exchange of information

1. This Letter of Intent (LoI) signifies a statement of intent to cooperate between the *interested Party/name of interested Party* and the Skills4EOSC Participants as referenced in Annex 1. This Letter of Intent is not a legally binding document. It does not restrict the rights of either party to enter into collaborative agreements, contracts or working relationships with other parties.

2. This LoI recognizes the intention of *name of interested Party* and Skills4EOSC Participants to establish a relationship to cooperate in a range of areas listed below and to work together for their mutual benefit.

3. The period covered by this LoI is from the date of signing to the end of the Skills4EOSC Action. Each party has the right to discontinue the arrangements subject to a period of 1 months’ notice being given. The LoI may also be terminated at any time either by unilateral written statement or by mutual consent of the parties. In any cases of discontinuance, the parties will honour agreed commitments either via accepted arrangements or suitable alternatives negotiated at that point.

Cooperation points covered by this LoI are as follows

[list here the agreed activities: some examples follow]:



The Skills4EOSC project is co-funded by the European Union Horizon Europe programme under grant n° 101058527 and by UK Research and Innovation (UKRI) under the UK government's Horizon Europe funding guarantee under grant n° 10040140.



- *Supporting and stimulating collaboration on general topics related to dissemination, through their respective activities and operations;*
- *Sharing of training materials and training best practices and experiences, know-how and technology, here including interviews or spoken presentations;*
- *Cooperating on the best practices for the definition and implementation of learning paths and profiles;*
- *Strengthening the quality assurance processes related to the development and delivery of learning materials and monitoring of stakeholders' feedback;*
- *Stimulating and strengthening the national and regional cooperation in the field of Open Science, Open Data and training on EOSC-related topics;*
- *Collaboration on mapping of competencies, professional networks and open science cloud communities.*

4. In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore, the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its entities under the same control) exercising its Access Rights.

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts. A Party's liability shall not be limited under of the foregoing paragraphs to the extent such damage was caused by a wilful act or gross negligence or to the extent that such limitation is not permitted by law.

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Letter of Intent or from its use of Results or Background.

The Parties shall endeavour to settle their disputes, if any, amicably. In case any such dispute has not been settled, the courts of Brussels shall have exclusive jurisdiction.

5. The parties

Skills4EOSC Participants:

Project Coordinator: Emma Lazzeri, email: emma.lazzeri@garr.it
GARR - The Italian Research and Education Network, www.garr.it
Via dei Tizii 6 - 00185 Roma,

and the Participants as listed below: ***optional, delete non relevant parties***

1. CONSORTIUM GARR (GARR), PIC 999579084,
established in VIA DEI TIZII 6, ROMA 00185, Italy,
the Coordinator

Name/Signature

Date

2. TECHNISCHE UNIVERSITEIT DELFT (TU Delft),
PIC 999977366, established in STEVINWEG 1,
DELFT 2628 CN, Netherlands,

Name/Signature

Date

3. CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS (CNRS), PIC 999997930, established in
RUE MICHEL ANGE 3, PARIS 75794, France, represented by its President and CEO, Mr Antoine PETIT,
who has delegated signing authority for this Agreement to Mrs Isabelle LONGIN, the Regional
Delegate of the CNRS for the Paris Michel-Angé delegation; the CNRS acting in its own and on behalf
of

- The Institut de l' Information Scientifique et Technique (UAR 76 - INIST) directed by Mrs. Claire FRANÇOIS,
- The Direction des Données Ouvertes de la Recherche (MOY 1605 - DDOR) directed by Mrs. Sylvie ROUSSET
- The Institut Pierre-Simon Laplace (IPSL), a Joint Research Federation/Fédération de recherche (FR636) between the CNRS, le Commissariat à l' énergie atomique et aux énergies alternatives (« CEA »), l' Ecole nationale des Ponts et Chaussées, l' Ecole polytechnique, l' Institut de recherche pour le développement, Sorbonne Université, Université de Versailles Saint Quentin en Yvelines, and Université Paris-Saclay, directed by Robert VAUTARD.

Name/Signature

Date

4. CSC-TIETEEN TIETOTEKNIKAN KESKUS OY
(CSC), PIC 999645820, established in KEILARANTA
14, ESPOO 02101, Finland,

Name/Signature
Date

5. DANMARKS TEKNISKE UNIVERSITET (DTU), PIC
999990655, established in ANKER ENGELUNDSVEJ
1 BYGNING 101 A, KGS LYNGBY 2800, Denmark,

Name/Signature
Date

6. EUROPEAN PLATE OBSERVING SYSTEM -
EUROPEAN RESEARCH INFRASTRUCTURE
CONSORTIUM (EPOS ERIC), PIC 900747821,
established in VIA DI VIGNA MURATA 605, ROME
00143, Italy,

Name/Signature
Date

7. NATIONAL INFRASTRUCTURES FOR RESEARCH
AND TECHNOLOGY (GRNET), PIC 999937887,
established in LEOFOROS KIFISIAS 7, ATHINA
11523, Greece,

Name/Signature
Date

8. KARLSRUHER INSTITUT FUER TECHNOLOGIE
(KIT), PIC 990797674, established in
KAISERSTRASSE 12, KARLSRUHE 76131, Germany,

Name/Signature
Date

9. KATHOLIEKE UNIVERSITEIT LEUVEN (KUL), PIC
999991334, established in OUDE MARKT 13,
LEUVEN 3000, Belgium, for the purposes of this
Agreement represented by KU Leuven Research &
Development with legal address at Waaistraat 6
box 5105, 3000 Leuven, Belgium

Name/Signature
Date

10. NATURHISTORISCHES MUSEUM Wien
(NHMW), PIC 998250863, established in
BURGRING 7, WIEN 1010, Austria,

Name/Signature
Date

11. OPEN ACCESS IN THE EUROPEAN AREA
THROUGH SCHOLARLY COMMUNICATION
(OPERAS), PIC 895395943, established in RUE
COUDENBERG 70, BRUXELLES 1000, Belgium,

Name/Signature
Date

12. INSTYTUT CHEMII BIOORGANICZNEJ POLSKIEJ
AKADEMII NAUK (PSNC), PIC 999586359,
established in NOSKOWSKIEGO 12-14, POZNAN
61 704, Poland,

Name/Signature
Date

13. TAMPEREEN KORKEAKOULUSAATIO SR (TAU),
PIC 902999288, established in KALEVANTIE 4,
TAMPERE 33100, Finland,

Name/Signature
Date

14. TECHNISCHE UNIVERSITAET WIEN (TU-Wien),
PIC 999979888, established in KARLSPLATZ 13,
WIEN 1040, Austria,

Name/Signature
Date

15. GOETEBORGS UNIVERSITET (UGOT), PIC
999981925, established in VASAPARKEN,
GOETEBORG 405 30, Sweden,

Name/Signature
Date

16. TARTU ULIKOOL (UT), PIC 999895013,
established in ULIKOOLI 18, TARTU 50090,
Estonia,

Name/Signature
Date

17. UNIVERSITE D'AIX MARSEILLE (AMU), PIC
955518483, established in BOULEVARD CHARLES
LIVON 58 LE PHARO, MARSEILLE 13284, France,

Name/Signature
Date

18. UNIVERSIDAD CARLOS III DE MADRID (UC3M),
PIC 999899572, established in CALLE MADRID
126, GETAFE (MADRID) 28903, Spain,

Name/Signature
Date

19. DIREKTORATET FOR HOYERE UTDANNING OG
KOMPETANSE (HK-Dir), PIC 889603103,
established in POSTBOKS 1093, BERGEN 5809,
Norway,

Name/Signature
Date

20. UNINETT SIGMA2 AS (SIGMA2), PIC
932252354, established in ABELS GATE 5,
TRONDHEIM 7465, Norway,

Name/Signature
Date

hereinafter, jointly or individually, referred to as "Beneficiaries" or "Beneficiary"

21 THE UNIVERSITY OF EDINBURGH (UEDIN) PIC
999974941 established in OLD COLLEGE, SOUTH
BRIDGE, EDINBURGH EH8 9YL, United Kingdom,
hereinafter referred to as "Associated Partner" ,

Name/Signature
Date

hereinafter Beneficiaries and Associated Partner(s), hereinafter, jointly or individually, referred to as "Parties" or "Party"

Name/Signature
Date

For the Cooperating Institution/interested Party

Please, provide also the name of project/initiative

Authorised Representative: please, provide the name of the authorised representative and e-mail

Address and website of the interested Party

Name/Signature
Date

b) Template Collaboration Agreement



Collaboration Agreement (hereinafter referred to as “CollAgr”) between the Skills4EOSC Participants and [INSERT THE INTERESTED PARTY INSTITUTION/ AND THE NAME OF THE RELATED PROJECT].

Introduction

Skills4EOSC Participants and interested Party are all active in the domain of Open Science. Skills4EOSC is a focused Open Science project to create a training ecosystem for Open and FAIR science not only through Open Science communities and engaged stakeholder but also through a European network of Competence Centres. The interested Party addresses the following issues: ...

Motivation of collaboration

Skills4EOSC is a Coordination and Support Action (CSA) funded by the European Union under the HORIZON-INFRA-2021-EOSC-01 (“Supporting an EOSC-ready digitally skilled workforce”). It is an ambitious project that comprehensively addresses the challenges set out in the ‘Strategic Research and Innovation Agenda’ (SRIA) on a European Open Science Cloud (EOSC) to establish a cross-disciplinary and cross-national network of Competence Centres related to Open Science that allows researchers to transform the way they work for better exploitation of research outputs. Skills4EOSC will provide European Open Science Commons and create an EOSC-ready skilled European workforce, connecting existing centres of competence in Open Science and scientific data management. The aim is to develop methodologies, activities and training resources to unify the current training landscape into a collaborative and reliable ecosystem and to provide dedicated community-specific support to leverage the potential of EOSC for open and data-intensive research. Skills4EOSC Participants will drive the co-



The Skills4EOSC project is co-funded by the European Union Horizon Europe programme under grant n° 101058527 and by UK Research and Innovation (UKRI) under the UK government's Horizon Europe funding guarantee under grant n° 10040140.



design and delivery of innovative training materials and courses, engaging academic and expert groups, numerous researchers, professionals and governmental entities to test and complete the proposed training methodology and assets.

The name of the interested Party is a/are [information about the collaborating institution/ participants]

As all Parties are engaged in education processes and related EOSC supporting initiatives, that enables the use of open data, the adoption of Open Science and the implementation of FAIR paradigms, bilateral information exchange and cooperation will benefit the Parties to pursue their respective objectives.

Subject matter and scope

The purpose of this CollAgr is to enable the Collaborating Institution to participate in the Skills4EOSC project and to contribute to its Participants' activities following the conditions provided in this agreement.

The Cooperating Institution shall perform its share of the work according to this CollAgr in compliance with the project goals.

The Cooperating Institution shall cooperate with the Coordinator and with the other Participants of the Skills4EOSC Action on the topics listed in the Technical Annex which is attached to this CollAgr and forms an integral part of it.

Mutual Rights and Duties

The Collaborating Institution will have the mutual right to: [Please, find the below some examples to adopt]

- Be invited to conferences, international workshops, training seminars and project meetings organised by Skills4EOSC against fees if applicable;
- Have access to the Skills4EOSC technical reports and other materials produced by the Skills4EOSC Participants in the frame of the scope of the Action whenever they are classified as open or public;
- Make use of the Skills4EOSC outcomes for testing and adoption and eventually receive support;
- Participate in the Skills4EOSC Thematic Working Groups.

The Collaborating Parties will report on the activities performed and the initiatives undertaken.

Entry into force of the Collaboration Agreement

The Collaboration Agreement shall enter into force from the date of its signature.

Completion, expiry or termination of the Collaboration Agreement

The present Collaboration Agreement shall terminate on the date of completion or termination of the Skills4EOOSC Grant Agreement with the European Commission and/or the date of official termination of activity of the Collaborating Party.

Administrative issues

Each Party shall bear its own costs, fees or other expenses incurred during the term and in connection with the CollAgr. No financial compensation whatsoever shall be due by either Party to the other Party(ies) under the CollAgr.

Any reimbursement to or from the party (i.e. for participating in training seminars of Thematic Working Groups meetings) must be previously authorised by the Parties.

Liability and Dispute Settlement

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore, the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its entities under the same control) exercising its Access Rights.

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts. A Party's liability shall not be limited under of the foregoing paragraphs to the extent such damage was caused by a wilful act or gross negligence or to the extent that such limitation is not permitted by law.

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Letter of Intent or from its use of Results or Background.

The Parties shall endeavour to settle their disputes, if any, amicably. In case any such dispute has not been settled, the courts of Brussels shall have exclusive jurisdiction.

The parties

Skills4EOSC Participants:

Project Coordinator: Emma Lazzeri, email: emma.lazzeri@garr.it

GARR - The Italian Research and Education Network, www.garr.it

Via dei Tizii 6 - 00185 Roma,

and the Participants as listed below : ***optional, delete non relevant parties***

1. CONSORTIUM GARR (GARR), PIC 999579084,
established in VIA DEI TIZII 6, ROMA 00185, Italy,
the Coordinator

Name/Signature

Date

2. TECHNISCHE UNIVERSITEIT DELFT (TU Delft),
PIC 999977366, established in STEVINWEG 1,
DELFT 2628 CN, Netherlands,

Name/Signature

Date

3. CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS (CNRS), PIC 999997930, established in RUE MICHEL ANGE 3, PARIS 75794, France, represented by its President and CEO, Mr Antoine PETIT, who has delegated signing authority for this Agreement to Mrs Isabelle LONGIN, the Regional Delegate of the CNRS for the Paris Michel-Ange delegation; the CNRS acting in its own and on behalf of

- The Institut de l' Information Scientifique et Technique (UAR 76 - INIST) directed by Mrs. Claire FRANÇOIS,
- The Direction des Données Ouvertes de la Recherche (MOY 1605 - DDOR) directed by Mrs. Sylvie ROUSSET
- The Institut Pierre-Simon Laplace (IPSL), a Joint Research Federation/Fédération de recherche (FR636) between the CNRS, le Commissariat à l' énergie atomique et aux énergies alternatives (« CEA »), l' Ecole nationale des Ponts et Chaussées, l' Ecole polytechnique, l' Institut de recherche pour le développement, Sorbonne Université, Université de Versailles Saint Quentin en Yvelines, and Université Paris-Saclay, directed by Robert VAUTARD.

Name/Signature

Date

4. CSC-TIETEEN TIETOTEKNIKAN KESKUS OY
(CSC), PIC 999645820, established in KEILARANTA
14, ESPOO 02101, Finland,

Name/Signature

Date

5. DANMARKS TEKNISKE UNIVERSITET (DTU), PIC 999990655, established in ANKER ENGELUNDSVEJ 1 BYGNING 101 A, KGS LYNGBY 2800, Denmark,

Name/Signature
Date

6. EUROPEAN PLATE OBSERVING SYSTEM - EUROPEAN RESEARCH INFRASTRUCTURE CONSORTIUM (EPOS ERIC), PIC 900747821, established in VIA DI VIGNA MURATA 605, ROME 00143, Italy,

Name/Signature
Date

7. NATIONAL INFRASTRUCTURES FOR RESEARCH AND TECHNOLOGY (GRNET), PIC 999937887, established in LEOFOROS KIFISIAS 7, ATHINA 11523, Greece,

Name/Signature
Date

8. KARLSRUHER INSTITUT FUER TECHNOLOGIE (KIT), PIC 990797674, established in KAISERSTRASSE 12, KARLSRUHE 76131, Germany,

Name/Signature
Date

9. KATHOLIEKE UNIVERSITEIT LEUVEN (KUL), PIC 999991334, established in OUDE MARKT 13, LEUVEN 3000, Belgium, for the purposes of this Agreement represented by KU Leuven Research & Development with legal address at Waaistraat 6 box 5105, 3000 Leuven, Belgium

Name/Signature
Date

10. NATURHISTORISCHES MUSEUM Wien (NHMW), PIC 998250863, established in BURGRING 7, WIEN 1010, Austria,

Name/Signature
Date

11. OPEN ACCESS IN THE EUROPEAN AREA THROUGH SCHOLARLY COMMUNICATION (OPERAS), PIC 895395943, established in RUE COUDENBERG 70, BRUXELLES 1000, Belgium,

Name/Signature
Date

12. INSTYTUT CHEMII BIOORGANICZNEJ POLSKIEJ AKADEMII NAUK (PSNC), PIC 999586359, established in NOSKOWSKIEGO 12-14, POZNAN 61 704, Poland,

Name/Signature
Date

13. TAMPEREEN KORKEAKOULUSAATIO SR (TAU),
PIC 902999288, established in KALEVANTIE 4,
TAMPERE 33100, Finland,

Name/Signature
Date

14. TECHNISCHE UNIVERSITAET WIEN (TU-Wien),
PIC 999979888, established in KARLSPLATZ 13,
WIEN 1040, Austria,

Name/Signature
Date

15. GOETEBORGS UNIVERSITET (UGOT), PIC
999981925, established in VASAPARKEN,
GOETEBORG 405 30, Sweden,

Name/Signature
Date

16. TARTU ULIKOOL (UT), PIC 999895013,
established in ULIKOOLI 18, TARTU 50090,
Estonia,

Name/Signature
Date

17. UNIVERSITE D'AIX MARSEILLE (AMU), PIC
955518483, established in BOULEVARD CHARLES
LIVON 58 LE PHARO, MARSEILLE 13284, France,

Name/Signature
Date

18. UNIVERSIDAD CARLOS III DE MADRID (UC3M),
PIC 999899572, established in CALLE MADRID
126, GETAFE (MADRID) 28903, Spain,

Name/Signature
Date

19. DIREKTORATET FOR HOYERE UTDANNING OG
KOMPETANSE (HK-Dir), PIC 889603103,
established in POSTBOKS 1093, BERGEN 5809,
Norway,

Name/Signature
Date

20. UNINETT SIGMA2 AS (SIGMA2), PIC
932252354, established in ABELS GATE 5,
TRONDHEIM 7465, Norway,

Name/Signature
Date

hereinafter, jointly or individually, referred to as "Beneficiaries" or "Beneficiary"

21 THE UNIVERSITY OF EDINBURGH (UEDIN) PIC
999974941 established in OLD COLLEGE, SOUTH
BRIDGE, EDINBURGH EH8 9YL, United Kingdom,
hereinafter referred to as "Associated Partner" ,

Name/Signature

Date

hereinafter Beneficiaries and Associated Partner(s), hereinafter, jointly or individually, referred to as "Parties" or "Party"

Name/Signature

Date

For the Cooperating Institution/interested Party

Please, provide also the name of project/initiative

Authorised Representative: please, provide the name of the authorised representative and e-mail

Address and website of the interested Party

Name/Signature

Date

TECHNICAL ANNEX

The Collaborating Party shall interact with the Coordinator and with the other Participants of the Skills4EOSC project on the following topics in a mutual way:

[list here the agreed activities: some examples follow]

- Share expertise on the topics of reciprocal interest (e.g. Legal and ethics issues, IPR, FAIR-ification practices, data management, open science workflows, etc.).
- Participate in surveys, testing activities and collection of additional information about end-user requirements.
- Participate in training activities.
- Support to dissemination activities;
- Collaboration on the topics of training materials and training platform implementation and operation.
- Sharing of training materials and training best practices and experiences, know-how and technology.
- Sharing experiences on FAIR-ification of existing training materials including the technical readiness of training platforms and catalogues to offer and support machine-readable access to training information and adherence to common metadata schemas.
- Cooperating on the definition of a FAIR-by-design training methodology and its adoption and implementation among the trainer communities.
- Cooperating on the best practices for defining and implementing learning paths and profiles.
- Providing input to the quality assurance processes related to developing and delivering learning materials and monitoring stakeholders' feedback.
- Stimulating and strengthening national and regional cooperation in the field of open science, open data and EOSC training.
- Collaboration on mapping of competencies, professional networks and open science cloud communities.

c) Template Memorandum of Understanding



The Memorandum of Understanding (hereinafter referred to as “MoU”) between the Skills4EOSC Participants and interested Party (name of project/organisation).

Introduction

Skills4EOSC Participants and interested Party (please, insert the name) are involved in EOSC-related projects/organisations (hereinafter called “the Parties”), and/or all active/initiative in the domain of Open Science. Skills4EOSC is a focused Open Science project to create a training ecosystem for Open and FAIR science not only through Open Science communities and engaged stakeholder but also through a European network of Competence Centres. The XXX project/organisation/initiative addresses the following issues:

Scope

The purpose of the MoU is to set up terms of understanding between the Parties in order to facilitate cooperation, between their respective initiatives/projects, subject to the non-legally binding terms and conditions detailed hereunder. It is expressly understood and agreed that the provisions of this MoU only constitute the indication of the Parties’ common interest to cooperate with each other regarding the subjects as described hereunder. Except for the obligations expressly laid down herein, i.e. the Duty of Non-Disclosure of Article 2 (see Annex I), nothing contained in this MoU shall be construed as legally binding nor as compelling any Party to enter into any contractual relationship. No Party may claim any indemnity from the other Parties should the Parties fail to reach an agreement on the contemplated cooperation.



The Skills4EOSC project is co-funded by the European Union Horizon Europe programme under grant n° 101058527 and by UK Research and Innovation (UKRI) under the UK government’s Horizon Europe funding guarantee under grant n° 10040140.



The Parties hereby acknowledge to have the following interests for the establishment of a collaboration:

Motivation of collaboration

Skills4EOSC is a Coordination and support action funded by the European Union under the HORIZON-INFRA-2021-EOSC-01 (“Supporting an EOSC-ready digitally skilled workforce”). It is an ambitious project that comprehensively addresses the challenges set out in the ‘Strategic Research and Innovation Agenda’ (SRIA) of the European Open Science Cloud (EOSC) to establish a cross-disciplinary and cross-national network of Competence Centres related to Open Science that allows researchers to transform the way they work for better exploitation of research outputs. Skills4EOSC will provide European Open Science Commons and create an EOSC-ready skilled European workforce, connecting existing centres of competence in Open Science and scientific data management. The aim is to develop methodologies, activities and training resources to unify the current training landscape into a collaborative and reliable ecosystem and to provide dedicated community-specific support to leverage the potential of EOSC for open and data-intensive research. Skills4EOSC will drive the co-design and delivery of innovative training materials and courses, engaging multitudinous academic and expert groups, numerous researchers, professionals and governmental entities to test and complete the proposed training methodology and assets.

XXX is a project to It is funded under the / or equivalent information about the signing organisation

As both Parties are engaged in education activities and processes that enable the use of open data, the adoption of open science and the implementation of FAIR paradigms, bilateral information exchange and cooperation will benefit both Parties to pursue their respective objectives.

Activities of collaboration

Both Parties, by means of their expertise, may cooperate in several activities:

[list here the agreed activities: some example follows]

- Explore, analyse, discuss and share expertise on the topics of reciprocal interest (e.g. Legal and ethics issues, IPR, FAIR-ification practices, data management, open science workflows, etc.);
- Present specific activities, tools, results and other outputs carried out in the framework of both projects;

- Participate in surveys and testing activities launched by the Parties participating in both projects (if applicable);
- Illustrate relevant good practices in the topics of reciprocal interest (e.g. through distribution of key project deliverables);
- Participate in training activities;
- Contribute to disseminating the results of the projects in the framework of both communities of interest (e.g. in conferences, meetings, news and logos on the website, communication tools, etc.)
- Communication & outreach activities: actions for reaching various targeted audiences as well as wider ones and the general public, that will raise awareness on open science and dedicated training courses and pathways of practices.
- Stakeholder engagement: joint effort for expanding the stakeholders' community, spanning from professionals, and policy-makers, to researchers, civil servants and citizens.
- Common workshops to present procedures and methodologies for the validation of the developed outcomes.
- Exploitation/dissemination activities to increase the exploitation potential through the collection of additional information about end-user requirements. These activities may also include the organization of common meetings with European organizations targeting researchers, research groups, research performing organizations (universities and research centres), data and service providers, open access/open science initiatives, business SMEs, e-infrastructure, EOSC satellite projects, (digital) innovation hubs, governance & policy makers, funders & general Public.
- Preparation of joint publications.
- Supporting and stimulating collaboration on the topics of training materials and training platform implementation and operation.
- Sharing of training materials and training best practices and experiences, know-how and technology.
- Sharing experiences on FAIR-ification of existing training materials including the technical readiness of training platforms and catalogues to offer and support machine-readable access to training information and adherence to common metadata schemas.
- Cooperating on the definition of a FAIR-by-design training methodology and its adoption and implementation among the trainer communities.
- Cooperating on the best practices for defining and implementing learning paths and profiles.
- Strengthening the quality assurance processes related to developing and delivering learning materials and monitoring stakeholders' feedback.
- Stimulating and strengthening national and regional cooperation in the field of open science, open data and EOSC training.

- Collaboration on mapping of competencies, professional networks and open science cloud communities.

Administrative issues and duration

Travel and subsistence costs will be sustained autonomously by the Parties.

The signatories of the two projects will maintain regular contact to discuss any managerial matter related to the cooperation described in this MoU or to be integrated in it.

Each Party will maintain the full responsibility for its own activities, including the fulfilment of own obligations under their respective contracts with the European Commission. In addition, in respect of its contribution to any activity agreed by the Parties under this MoU, including but not limited to those of fitness for a particular purpose, each Party where applicable, will provide no warranty, express or implied. However, all Party will ensure that no action infringement of third-party proprietary rights.

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore, the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its entities under the same control) exercising its Access Rights.

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts. .

A Party's liability shall not be limited under of the foregoing paragraphs to the extent such damage was caused by a wilful act or gross negligence or to the extent that such limitation is not permitted by law.

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Letter of Intent or from its use of Results or Background.

The Parties shall endeavour to settle their disputes, if any, amicably. In case any such dispute has not been settled, the courts of Brussels shall have exclusive jurisdiction.

The MoU shall come into force on the date of its signature and shall terminate on the date of completion or termination of the Skills4EOSC Grant Agreement with the European Commission and/or XXX be terminated for any reason in which case the MoU will automatically terminate.

The parties

Skills4EOSC Participants:

Project Coordinator: Emma Lazzeri, email: emma.lazzeri@garr.it
GARR - The Italian Research and Education Network, www.garr.it
Via dei Tizii 6 - 00185 Roma,

and the Participants as listed below: **optional, delete non relevant parties**

1. CONSORTIUM GARR (GARR), PIC 999579084,
established in VIA DEI TIZII 6, ROMA 00185, Italy,
the Coordinator

Name/Signature
Date

2. TECHNISCHE UNIVERSITEIT DELFT (TU Delft),
PIC 999977366, established in STEVINWEG 1,
DELFT 2628 CN, Netherlands,

Name/Signature
Date

3. CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS (CNRS), PIC 999997930, established in RUE MICHEL ANGE 3, PARIS 75794, France, represented by its President and CEO, Mr Antoine PETIT, who has delegated signing authority for this Agreement to Mrs Isabelle LONGIN, the Regional Delegate of the CNRS for the Paris Michel-Ange delegation; the CNRS acting in its own and on behalf of

- The Institut de l' Information Scientifique et Technique (UAR 76 - INIST) directed by Mrs. Claire FRANÇOIS,
- The Direction des Données Ouvertes de la Recherche (MOY 1605 - DDOR) directed by Mrs. Sylvie ROUSSET
- The Institut Pierre-Simon Laplace (IPSL), a Joint Research Federation/Fédération de recherche (FR636) between the CNRS, le Commissariat à l' énergie atomique et aux énergies alternatives (« CEA »), l' Ecole nationale des Ponts et Chaussées, l' Ecole polytechnique, l' Institut de recherche pour le développement, Sorbonne Université, Université de Versailles Saint Quentin en Yvelines, and Université Paris-Saclay, directed by Robert VAUTARD.

Name/Signature

Date

4. CSC-TIETEEN TIETOTEKNIKAN KESKUS OY (CSC), PIC 999645820, established in KEILARANTA 14, ESPOO 02101, Finland,

Name/Signature
Date

5. DANMARKS TEKNISKE UNIVERSITET (DTU), PIC 999990655, established in ANKER ENGELUNDSVEJ 1 BYGNING 101 A, KGS LYNGBY 2800, Denmark,

Name/Signature
Date

6. EUROPEAN PLATE OBSERVING SYSTEM - EUROPEAN RESEARCH INFRASTRUCTURE CONSORTIUM (EPOS ERIC), PIC 900747821, established in VIA DI VIGNA MURATA 605, ROME 00143, Italy,

Name/Signature
Date

7. NATIONAL INFRASTRUCTURES FOR RESEARCH AND TECHNOLOGY (GRNET), PIC 999937887, established in LEOFOROS KIFISIAS 7, ATHINA 11523, Greece,

Name/Signature
Date

8. KARLSRUHER INSTITUT FUER TECHNOLOGIE (KIT), PIC 990797674, established in KAISERSTRASSE 12, KARLSRUHE 76131, Germany,

Name/Signature
Date

9. KATHOLIEKE UNIVERSITEIT LEUVEN (KUL), PIC 999991334, established in OUDE MARKT 13, LEUVEN 3000, Belgium, for the purposes of this Agreement represented by KU Leuven Research & Development with legal address at Waaistraat 6 box 5105, 3000 Leuven, Belgium

Name/Signature
Date

10. NATURHISTORISCHES MUSEUM Wien (NHMW), PIC 998250863, established in BURGRING 7, WIEN 1010, Austria,

Name/Signature
Date

11. OPEN ACCESS IN THE EUROPEAN AREA THROUGH SCHOLARLY COMMUNICATION (OPERAS), PIC 895395943, established in RUE COUDENBERG 70, BRUXELLES 1000, Belgium,

Name/Signature
Date

12. INSTYTUT CHEMII BIOORGANICZNEJ POLSKIEJ
AKADEMII NAUK (PSNC), PIC 999586359,
established in NOSKOWSKIEGO 12-14, POZNAN
61 704, Poland,

Name/Signature
Date

13. TAMPEREEN KORKEAKOULUSAATIO SR (TAU),
PIC 902999288, established in KALEVANTIE 4,
TAMPERE 33100, Finland,

Name/Signature
Date

14. TECHNISCHE UNIVERSITAET WIEN (TU-Wien),
PIC 999979888, established in KARLSPLATZ 13,
WIEN 1040, Austria,

Name/Signature
Date

15. GOETEBORGS UNIVERSITET (UGOT), PIC
999981925, established in VASAPARKEN,
GOETEBORG 405 30, Sweden,

Name/Signature
Date

16. TARTU ULIKOOL (UT), PIC 999895013,
established in ULIKOOLI 18, TARTU 50090,
Estonia,

Name/Signature
Date

17. UNIVERSITE D'AIX MARSEILLE (AMU), PIC
955518483, established in BOULEVARD CHARLES
LIVON 58 LE PHARO, MARSEILLE 13284, France,

Name/Signature
Date

18. UNIVERSIDAD CARLOS III DE MADRID (UC3M),
PIC 999899572, established in CALLE MADRID
126, GETAFE (MADRID) 28903, Spain,

Name/Signature
Date

19. DIREKTORATET FOR HOYERE UTDANNING OG
KOMPETANSE (HK-Dir), PIC 889603103,
established in POSTBOKS 1093, BERGEN 5809,
Norway,

Name/Signature
Date

20. UNINETT SIGMA2 AS (SIGMA2), PIC
932252354, established in ABELS GATE 5,
TRONDHEIM 7465, Norway,

Name/Signature
Date

hereinafter, jointly or individually, referred to as "Beneficiaries" or "Beneficiary"

21 THE UNIVERSITY OF EDINBURGH (UEDIN) PIC
999974941 established in OLD COLLEGE, SOUTH
BRIDGE, EDINBURGH EH8 9YL, United Kingdom,
hereinafter referred to as "Associated Partner" ,

Name/Signature
Date

hereinafter Beneficiaries and Associated Partner(s), hereinafter, jointly or individually, referred to as "Parties" or "Party"

Name/Signature
Date

For the Cooperating Institution/interested Party

Please, provide also the name of project/initiative

Authorised Representative: please, provide the name of the authorised representative and e-mail

Address and website of the interested Party

Name/Signature
Date

Annexes

Annex I - Article 2: duty of non-disclosure

1. Protection of Confidential Information

Introductory statement: Parties involved in the Skills4EOSC activities, work on FAIR and Open Science by definition. Therefore, confidentiality should play a minor role. Therefore, confidentiality should be governed strictly. Therefore, it should only apply where it is clearly marked.

1.1 As used in the MoU, the term "Confidential Information" shall refer to any information of financial, commercial, scientific, or technical nature disclosed by a Party ("the disclosing Party") to a Party receiving the Confidential Information ("the receiving Party") under the MoU, provided, that it is marked as "confidential" or similar and, however, that information disclosed by the disclosing Party hereunder shall not be Confidential Information if and in so far as the Recipient can show that:

- a. it is already in the public domain by publication or otherwise or becomes available to the public through no breach of the MoU by the receiving Party;
- b. it is in the receiving Party's possession prior to receipt from the disclosing Party as proven by its documents;
- c. it is disclosed to the receiving Party by a third party without any indication of a breach of any obligation of confidentiality;
- d. was or is developed by or for the Receiving Party or any of its Affiliates independently from the disclosing Party's Confidential Information, as proven by contemporaneous written evidence;
- e. it had to be communicated to comply with applicable laws or regulations or with a court of administrative order provided that insofar as reasonably possible the receiving Party shall have informed the disclosing Party of such need and shall have complied with the disclosing Party's reasonable instructions designed to protect the confidentiality of such information.

All documents are only deemed "Confidential Information" if they are marked as "Confidential". Oral confidential information should be confirmed as confidential in a document within 14 days

Nothing in the MoU shall be construed as compelling a Party to disclose any Confidential Information to the other Party(ies). The Confidential Information, all

copies thereof and all rights thereto, shall remain the exclusive property of the disclosing Party.

- All Confidential Information, whether original or copies thereof, shall be promptly returned to the disclosing Party on receipt of the disclosing Party's written request. Alternatively, a receiving Party may decide to delete the Confidential Information and certify its deletion to the receiving party upon its request. Automatically generated IT back-up copies that can be accessed by IT administrators in case of need in exceptional circumstances may be stored if deleting the confidential information would require an unreasonable amount of work.
- The Parties hereto which are Skills4EOSC participants on the one part and **Project/Organisation/Activities** participants on the other part be made aware that they are to undertake to comply with all obligations and policy in respect of confidentiality, publications and dissemination as may be contained in their respective consortium agreement(s) and other undertakings in the framework of the respective Skills4EOSC and **Project/Organisation/Activities** projects and the Parties shall be responsible for ensuring that they are entitled to disclose Confidential Information to other Parties belonging to the other project.

1.2. The receiving Party undertakes during the term and following the termination of the MoU:

- to safeguard Confidential Information as it would use for its own proprietary information of like importance (but no less than a reasonable degree of care),
- to divulge Confidential Information to its personnel for internal evaluation purposes only and on a "need to know" basis and to impose no less stringent confidentiality obligations as those contained herein,
- not to duplicate or otherwise reproduce Confidential Information except for such copies as the receiving Party may require for internal purposes as aforesaid, provided that all copies shall contain the same proprietary and confidential notices and legends as appear on the original Confidential Information,
- not to use Confidential Information for other purposes than those of the MoU,
- not to divulge Confidential Information to any other Party to the MoU for any other purpose than the purpose stated in this MoU and/or not to divulge Confidential Information to any other third party, unless and until expressly authorized in writing to do so by the disclosing party

1.3. The Parties agree that Confidential Information shall be used solely for the purpose for which it was submitted. The receiving Party undertakes not to claim any property right on the Confidential Information of the disclosing Party on the basis of this MoU.

1.4. For each item of Confidential Information, the period of confidentiality shall exist during and for another 5 years following the termination of the MoU unless one of the exceptions as detailed above can be invoked by the receiving Party with regard to the item of Confidential Information concerned.

2. Publications and communications

In cases where gained information is to be included in a specific deliverable or other public documents of any kind, prior written authorization must be obtained by the Parties of which the information will be so disclosed.