

Memorandum of Understanding between CODATA and [Institutional Member]

By the present Memorandum of Understanding (MoU), [Institutional Member] represented by [Person] and CODATA, the Committee on Data of the International Science Council (ISC) represented by Executive Director Dr. Simon Hodson, referred to together as the “Parties”, have agreed as follows:

1. SUBJECT OF AGREEMENT

1.1. The subject of the present MoU is to build an effective and mutually beneficial cooperation between the Parties in topics related to data issues and to coordinate efforts in areas of shared interest and in support to the CODATA mission and strategy.

1.2. This MoU defines the nature of the relationship between CODATA and [Institutional Member]. Through this MoU, [Institutional Member] becomes an Institutional Member of CODATA in accordance with the CODATA Constitution and as further defined below.

1.3. This MoU defining the nature of the relationship between CODATA and [Institutional Member] will be approved and signed by the respective heads of both organizations.

2. RIGHTS AND OBLIGATIONS OF PARTIES

2.1. The Parties will cooperate and support each other in the achievement of their common objectives and will do so in the spirit of good partnership. In precisely this spirit, the two organizations will promote and disseminate information on each other’s activities and will accord credit and appropriate visibility on each other’s website and other communications. Details of such communication will be approved by both parties in advance.

2.2. The results of collaborative activities of the Parties will be made open to the public by default unless both CODATA and [Institutional Member] agree on and document necessary access restrictions.

2.3. The Parties will endeavour to communicate readily and promptly with each other over areas of mutual interest and possible collaboration. This will be done by occasional bi-lateral meetings between CODATA and [Institutional Member] representatives as well as through ad-hoc meetings at conferences, workshops, and other events.

2.4. Subject to invitation, CODATA should send representatives to **[Institutional Member]** meetings and events and present a summary of activities that are relevant to **[Institutional Member]**.

2.5. As an Institutional Member, and in accordance with the CODATA Constitution, **[Institutional Member]** should send a delegate to the biennial CODATA General Assembly. The delegate will have voting rights as defined in the CODATA Constitution and will have the opportunity to participate in discussions and the governance of the organization.

2.6. Where appropriate and beneficial, and to the extent allowed by the organizations respective processes, CODATA and **[Institutional Member]** may establish and support joint Interest/Working/Task Groups in areas of shared activity.

2.7. Specific areas of shared interest and activity may be presented in further detail in an accompanying appendix and may be further modified by the Parties.

3. FINANCIAL

3.1. **[Institutional Member]** will become an Institutional Member of CODATA (subject to approval by the CODATA Executive Committee) and payment of annual dues to CODATA as defined in the Institutional Member Dues Framework.

3.2 [To be deleted as appropriate] As a membership organisation working in the areas closely aligned to that of CODATA, **[Institutional Member]** membership dues will be set at 0 euros.

4. DURATION OF THE MEMORANDUM

This MoU enters into force upon signature by the Parties and will remain in force, and serve as a framework for mutual understanding and cooperation, until either of the organizations records its express wish to terminate it.

5. LANGUAGE OF MEMORANDUM AND CORRESPONDENCE

5.1. The present MoU is drawn up in English.

5.2. All correspondence regarding this MoU will be carried out in English.

5.3. In case of any discrepancies or inconsistencies in the semantic content of the terms the English language version shall prevail over any other language.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 The Parties shall consult with each other regarding the Intellectual Property Rights as appropriate relating to any project or benefits derived thereof in respect of activities carried out under a separate legal instrument pursuant to this Memorandum. Any new intellectual property will be managed in a manner consistent with the Parties' policies on intellectual property. Data, code, publications and analogous output will be accessible by default, according to the principle 'as open as possible, and only as closed as necessary'.

7. SETTLEMENT OF DISPUTES AND CONFLICTS

7.1. The Parties will endeavour to resolve by negotiation any and all disputes that may arise from this MoU or with regard to it.

8. TERMINATION

8.1 Each Party may terminate this MoU with a 90 day written notice to the other Party.

9. ADDRESSES OF PARTIES

9.1. [Institutional Member]

Full Name: **[Institutional Member]**

Address: **[Institutional Member Address]**

9.2. CODATA

Full Name: CODATA, the Committee on Data of the International Science Council (ISC).

Address: 5 rue Auguste Vacquerie, 75016 Paris, FRANCE

10. COORDINATION

Responsible for the coordination of any activities are:

From **[Institutional Member]**: **[Name of Staff, Officer or Member]**, **[e-mail]**

From CODATA: **[Name of Staff, Officer or Member]**, **[e-mail]**

11. SIGNATURES

[Institutional Member]

CODATA

[Signature]

[Signature]

[Signatory Name]

[Signatory Name]

[Date]

[Date]