



European Open Science Cloud

NEANIAS & TRIPLE

COLLABORATION

Memorandum of Understanding

H2020-INFRAEOSC-2019-1 — NEANIAS is a Research and Innovation Action funded by European Union under Horizon 2020 research and innovation programme via grant agreement No.863448.

H2020-INFRAEOSC-2019-1 — TRIPLE is a Research and Innovation Action funded by European Union under Horizon 2020 research and innovation programme via grant agreement No. 863420.

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Consortia

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(CNRS Huma-Num) TRIPLE



The Memorandum of Understanding (hereinafter referred to as "MoU") is executed

BY AND BETWEEN:

The parties participating in the **NEANIAS project¹**

1	National and Kapodistrian University of Athens - Coordinator	GR
2	Athena - Research and Innovation Center	GR
3	Istituto Nazionale di Astrofisica	IT
4	Magyar Tudományos Akadémia Számít. és Automatizálási Kutatóintézet	HU
5	Coronis Computing SL	ES
6	Ubiwhere LDA	PT
7	Communication & Information Technologies Experts S.A.	GR
8	University of Portsmouth Higher Education Corporation	UK
9	Universite d'aix Marseille	FR
10	Universitaet Bremen	DE
11	Università Degli Studi di Milano Bicocca	IT
12	Ricoh Spain IT Services SLU	ES
13	Jacobs University Bremen GGMBH	DE
14	inCITES Consulting SARL	LU
15	nnomine Group KFT	HU
16	Eunice Energy Technologies GMBH & CO. KG	DE



17	Meteorological Environmental Earth Observation S.r.l.	IT
18	Consortium GARR	IT
19	Aerospace Logistics Technology Engineering Company SPA	IT
20	National Observatory of Athens	GR
21	Teledyne Technologies Incorporated	DK

¹ Hereinafter referred to as "NEANIAS"

and

The parties participating in the **TRIPLE project**²:

1	CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS	FR
2	NET7 SRL	IT
3	MEOH	BE
4	THE UNIVERSITY COURT OF ABERTAY UNIVERSITY	UK
5	KNOW-CENTER GMBH RESEARCH CENTER FOR DATA-DRIVEN BUSINESS & BIG DATA ANALYTICS	AT
6	INSTYTUT BADAN LITERACKICH POLSKIEJ AKADEMII NAUK	PL
7	STICHTING OAPEN*OPEN ACCESS PUBLISHING IN EUROPEAN NETWORKS	NL
8	OPEN KNOWLEDGE MAPS - VEREIN ZUR FORDERUNG DER SICHTBARKEIT WISSENSCHAFTLICHEN WISSENS	AT
9	MAX WEBER STIFTUNG DEUTSCHE GEISTESWISSENSCHAFTLICHE INSTITUTE IM AUSLAND	DE
10	STICHTING EGI	NL
11	CONSIGLIO NAZIONALE DELLE RICERCHE	IT



12	UNIVERSIDADE DE COIMBRA	PT
13	DIGITAL RESEARCH INFRASTRUCTURE FOR THE ARTS AND HUMANITIES	FR
14	CESSDA ERIC	NO
15	LEXICAL COMPUTING CZ SRO	CZ
16	NUROMEDIA GMBH	DE
17	CLARIN ERIC	NL
18	ETHNIKO KENTRO TEKMIRIOSIS KAI ILEKTRONIKOU PERIECHOMENOU	GR
19	SVEUCILISTE U ZADRU	HR

² Hereinafter referred to as "TRIPLE"

Hereinafter individually referred to as "the Party" and collectively as "the Parties".

PREAMBLE

1 Introduction

NEANIAS and TRIPLE are two complementary EOSC projects both in the domain of Open Science. NEANIAS is a focused Open Science project in the field of co-design and delivery of innovative thematic services, derived from state-of-the-art research assets and practices in three major sectors: Underwater research, Atmospheric research and Space research, each engaging multitudinous academic and business groups, numerous researchers, professionals and governmental entities. The TRIPLE project addresses the following issues: it enables researchers to discover and reuse SSH research data and publications, but also researcher profiles and projects across disciplinary and language boundaries. It provides all the necessary means to build interdisciplinary projects and to develop large-scale scientific missions. It will thus increase the economic and societal impact of SSH resources.



INFRA-NEANIAS and INFRA-TRIPLE hereby agree as follows:

ARTICLE 1: SCOPE

The purpose of the MoU is to set-up the preliminary terms of understanding between the parties in order to facilitate the negotiations, on a more detailed co-operation scheme, between the Parties participating in NEANIAS and the Parties participating in TRIPLE, subject to the 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 subject as described hereunder. Except for the obligations expressly laid down herein, i.a. the Duty of Non-Disclosure of Article 2, nothing contained in this MoU shall be construed as binding nor as compelling either Party to enter into any contractual relationship. No Party may claim any indemnity from the other Party/Parties should the Parties fail to reach an agreement on the contemplated cooperation.

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

2 Motivation of collaboration

NEANIAS is a Research and Innovation Action funded by the European Union under H2020-EU.1.4.1.3. (“Development, deployment and operation of ICT-based e-infrastructures”). It is an ambitious project that comprehensively addresses the challenges set out in the ‘Roadmap for EOSC’ foreseen actions.

NEANIAS will promote Open Science practices and play an active role in the materialization of the EOSC ecosystem by efficiently engaging large scientific and professional communities; actively contributing to the technological, procedural, strategic and business development of EOSC. NEANIAS will drive the co-design and delivery of innovative thematic services, derived from state-of-the-art research assets and practices in three major sectors: Underwater research, Atmospheric research and Space research, each engaging multitudinous academic and business groups, numerous researchers, professionals and governmental entities.



TRIPLE is a European Horizon 2020 project to boost social sciences and humanities (SSH). It is also funded under the EU Programme H2020-EU.1.4.1.3. (topic: INFRAEOSC-02-2019 – “Prototyping new innovative services”).

SSH research is characterized by a fragmentation that prevents SSH research from reaching its full potential. Use and reuse of SSH research is low, interdisciplinary collaboration possibilities are often missed, and as a result, the societal impact is limited. The TRIPLE project develops a discovery platform which addresses these issues: it enables researchers to discover and reuse SSH research data and publications, but also researcher profiles and projects across disciplinary and language boundaries. It provides all the necessary means to build interdisciplinary projects and to develop large-scale scientific missions. It will thus increase the economic and societal impact of SSH resources. To conclude, TRIPLE will help SSH research in Europe to gain visibility, to be more efficient and effective and to improve its reuse within SSH and beyond.

Considering the fact that NEANIAS and TRIPLE are two initiatives in the field of data research, it is obvious that bilateral information exchange and collaboration will benefit both projects towards their respective goals.

3 Dissemination, Validation & Exploitation activities

The common field between the two initiatives address Open Science and respective dissemination, validation and exploitation activities are scheduled. The two initiatives can join forces on dissemination activities through “WP8: Communication and Dissemination” (TRIPLE) and “WP10: Dissemination and Communication activities (NEANIAS)”.

Namely, in the TRIPLE WP8: EU Projects (Leader: Max Weber Stiftung (Month 1 to 42), was reported:

The deliverable 8.6 (PEDR-Plan for Exploitation and Dissemination of Results) first identifies the core messages of the TRIPLE project and future discovery service that we want to communicate to the diverse range of stakeholders. The Strategy then presents the visual identity of TRIPLE and gives an overview of the different communication materials developed so far and to be created in the near future. The core of the document is dedicated to the various dissemination measures and online and offline communication channels of the project and how these can be used strategically to reach the target audiences (including the different European national



communities). The Strategy also describes how TRIPLE is presented as one of the future services of OPERAS, the research infrastructure supporting open scholarly communication in the social sciences and humanities in the European Research Area, and how the communication of TRIPLE and of related other infrastructures, projects and services align. Project-internal communication channels and processes are outlined briefly as well. The Strategy concludes with a section on potential risks in communication, and how these risks are either already being addressed, or how they can be addressed in the future.

There is a close link of the Communication Strategy with deliverables D3.1 "Report on User Needs" and D7.2 "Intermediate Report on Exploitation and Sustainability Strategy", which all complement each other. As a living document, the Communication Strategy is subject to change as the project evolves. It will be adapted to the project's needs (in accordance with the development phases of the TRIPLE platform: research and development stage, testing stage, exploitation stage) and will be regularly updated. .

Moreover, in the NEANIAS WP10: EU projects clustering (M01-M36), was reported that:

Dissemination & Stakeholder Engagement Plan

The strategy of dissemination and communication activities will be laid in D10.1 Communication, Dissemination, Outreach and Engagement Plan (and its updates), that will be initially released as draft and will be updated as understanding about the opportunities in context will be growing. This plan lay out the roadmap to drive the most out of the project effort in the direction of (a) bringing its results to the wider and most appropriate audience that will be interested or motivated into exploiting or uptaking it (b) engage stakeholders into the project's activities and pave the road for adoption and establishing strong synergies. The plan will refine the strategy of the project, regarding the overall objective, scope and targeted stakeholders (and the related sub-objectives and means for each target) and then lay the resource allocation plan and key points in time for:

- **Communication & outreach activities:** establish instruments for and conduct actions for reaching various targeted audiences as well as wider ones and the general public, that will raise awareness, via approaches specialized to the audiences in question.



- **Dissemination:** disclose and distribute scientific and other technical or non-technical project results.
- **Stakeholder engagement:** expanding the value chain of the project with new actors in all areas, spanning from providers, to consumers, consultants and business developers.
- **Liaison activities:** laying out synergies with projects, task forces and other initiatives that can be materialized as formal (via MOUs or other agreements) and informal joint activities.
- **Knowledge transfer:** understand the needs of external stakeholders and assemble the means for transferring knowledge about NEANIAS outcomes, in their own “language”.

According to the above-mentioned tasks, the Parties agree to plan the activities of the collaboration taking into account the common needs in terms of dissemination and exploitation.

3.1 Dissemination Activities

At the technical level the dissemination and exploitation activities will aim at exchanging information and know-how on technical/semi-technical issues such as user requirements, sample and testing of provided services.

3.2 Validation Activities

Common workshops will be identified and will be devoted to communicating experiences on the adopted procedures and methodologies for the validation of the developed services.

3.3 Exploitation Activities

At the exploitation/dissemination level the relevant activities will aim at increasing the impact of the dissemination activities of each project through the organization of, for instance, a joint workshop and the preparation (if possible) of joint publications. The exploitation/dissemination activities are expected to also increase the exploitation potential through the collection of additional information about end-user requirements and opportunities in different applications and markets. These activities may also include the organization of common meetings with European organizations targeting Researchers, Research groups, Academic institutes, Data providers, Service Providers, Open Access/Open Science Initiatives, Business SMEs, eInfrastructure, EOSC (hub) satellite projects, (Digital) Innovation Hubs / Business Clusters, Governance & Policy Makers, Funders & General Public.



4 Independence

It is not the purpose of the MoU to create a legal entity (partnership, company, etc...) independent from the Parties.

ARTICLE 2: DUTY OF NON-DISCLOSURE

5 Protection of Confidential Information

5.1 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, 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 written documents;
- (c) it is disclosed to the receiving Party by a third party without 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 containing "Confidential Information" should be 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.
- The Parties hereto which are NEANIAS participants on the one part and TRIPLE participants on the other part 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 NEANIAS and TRIPLE 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.

5.2. 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 .



5.3. 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.

5.4. For each item of Confidential Information, the period of confidentiality shall exist during and 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.

6 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.



ARTICLE 3: DURATION AND MISCELLANEOUS

- The MoU shall come into force on the date of its signature with retroactive effect as from 1 April 2021.
- The MoU shall remain in force until TRIPLE and/or NEANIAS are terminated for any reason in which case the MoU will automatically terminate. The obligation of secrecy as set out in the Article 2, and the provisions provided in the articles 3.2, 3.3 and 3.4 shall however survive termination for a period of 2 years.
- Disputes that might arise concerning the MoU shall be settled amicably. In case of disputes for which no amicable solution is possible, settlement will exclusively take place by arbitration in Brussels (Belgium) under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators, or such lower number of arbitrators as the Parties concerned may agree upon in writing, to be appointed under the terms of those Rules. In any arbitration in which there are three arbitrators, the chairperson shall be of juridical education. The award of the arbitration will be final and binding upon the Parties concerned.
- The MoU and its effects are subject to and shall be construed and enforced in accordance with the laws of Belgium, without reference to its conflict of law principles.
- Each Party shall bear its own costs, fees or other expenses incurred during the term and in connection with the MoU. No financial compensation whatsoever shall be due by either Party to the other Party(ies) under the MoU.
- With the exception of direct damages caused by a Party's wilful misconduct or gross negligence, neither Party will be held liable by the other Party/Parties for any direct or indirect, incidental or consequential damages of such Party/Parties or any third party resulting from the present MoU. A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project in which the liable Party participates.



For NEANIAS,

Name of Project Coordinator: Dr. Mema Dimitra-Isidora Roussopoulou

Title: Professor of Computer Science

Signature and stamp:

Date: [3/6/2021](#)



For TRIPLE,

Name of Project Coordinator: Dr. Suzanne Dumouchel

Title: OPERAS Partnerships Coordinator and EOSC Board of Directors member

Signature and stamp:

Date: 28/05/2021

