OpenAIRE - EU-CONEXA AISBL Memorandum of Understanding

Preamble

The purpose of this Memorandum of Understanding is to align project activities by each of the parties to complement each other, having more significant impact than acting in solitude.

Whereas, OpenAIRE-Nexus aims to establish an open and sustainable scholarly communication infrastructure responsible for the overall management, analysis, manipulation, provision, monitoring and cross-linking of all research outcomes, and OpenAIRE services are offered within the OpenAIRE-Nexus context.

Whereas, OpenAIRE AMKE is a legal entity supporting: (a) the distributed e-infrastructure for e- science in Europe; (b) the network of e-science organisations and individuals in Europe; and (c) a European e-science policy collaboration network. Its activities shall be carried out through the operation of the competent OpenAIRE Members.

Whereas, the OpenAIRE Research Graph is one of the largest open scholarly record collections worldwide and is key to fostering Open Science and establishing its practices in daily research activities. Conceived as a public and transparent good, populated out of data sources trusted by scientists, the Graph aims at bringing discovery, monitoring, and assessment of science back into the hands of the scientific community.

Whereas, the European University for Smart Urban Coastal Sustainability, EU-CONEXUS is a European University Alliance funded by the European Commission with a strong partnership between nine universities developing science and innovation into a hub of excellence on Smart Urban Coastal Sustainability (SmUCS). EU-CONEXUS is committed to creating a new institutional framework for

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higher education in Europe that allows for a truly European way of studying and carrying out research through institutional alignment and seamless mobility for all.

Whereas EU-CONEXA AISBL is an international non-profit association created for centralising the operational coordination of joint activities of all nine partner universities in the EU-CONEXUS Alliance.

Parties

This Memorandum of Understanding (MOU), hereinafter referred to as the Memorandum, entered into the following agreement "Agreement", by OpenAIRE A.M.K.E, located at Artemidos 6 & Epidavrou, 15125, Marousi, Greece, VAT number: EL997032008, hereinafter referred to as the "First Party," and EU-CONEXA AISBL, 1180 Bruxelles, chaussée d'Alsemberg, 999/bte 9 RPM 0791957389 of second party, hereinafter referred to as the "Second Party," and collectively known as the "Parties" for the purpose of establishing and achieving various goals and objectives relating to this MoU.

Relevant Projects

First party projects:

- EOSC-FUTURE, to integrate, consolidate, and connect e-infrastructures, research communities, and initiatives in Open Science to further develop the EOSC Portal, EOSC-Core and EOSC-Exchange of the European Open Science Cloud (EOSC).
- OpenAIRE Nexus project (Grant Agreement 101017452) to establish an open and sustainable scholarly communication infrastructure

Second Party Projects:

- EU-CONEXUS-RESEARCH FOR SOCIETY project Grant agreement number: 101017436 is an ambitious 3-years project aiming at the strengthening, modernisation and the internationalisation of the research dimension of the European University for Smart Urban Coastal Sustainability (EU-CONEXUS) and the corresponding institutional transformation for its six partner universities:
    1. La Rochelle Université (FR)
    2. Agricultural University of Athens (EL)
    3. Technical University of Civil Engineering Bucharest (RO)
    4. Klaipeda University (LT)
    5. Catholic University of Valencia (ES)
    6. University of Zadar (HR)

- EU-CONEXUS Plus project Grant Agreement number: 101089709 is mainstreaming, deepening and expanding the European University for Smart

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Urban Coastal Sustainability EU- CONEXUS covering all missions of a university: education, research, innovation and service to society. Partner Universities are:

1. La Rochelle Université (FR),
2. Agricultural University of Athens (EL),
3. Catholic University of Valencia (ES),
4. Klaipeda University (LT),
5. University of Zadar (HR)
6. Technical University of Civil Engineering Bucharest (RO),
7. South East Technological University (IE)
8. University of Rostock (DE)
9. Frederick University (CY)

Collaboration Goals

OpenAIRE will offer a CONNECT gateway as a single entry-point to all research outputs of the EU-CONEXUS Universities. By becoming OpenAIRE compliant, institutional repositories will ensure their outputs are available in the gateway and counted for statistics to measure the uptake of Open Science practices (e.g. Open Access, links between publications and datasets).
In addition, institutional repositories will have the possibility to use other services for Open Science offered by OpenAIRE via the Content Provider Dashboard.

Collaboration Areas and Activities - Parties Obligations

- Compliance to OpenAIRE guidelines
  - Repositories selected by the universities in EU-CONEXUS will, with the support of OpenAIRE, become OpenAIRE compliant or upgrade to the latest OpenAIRE guidelines in order to ensure their products are correctly included in the OpenAIRE Research Graph.
- OpenAIRE CONNECT Gateway
  - OpenAIRE will deliver a community gateway where all research outputs from the Second party's OpenAIRE compliant repositories are made discoverable.
  - OpenAIRE will keep the gateway updated frequently based on the OpenAIRE Research Graph update schedule.
  - The Second party will configure the gateway according to its brand and verify that it is properly configured to include the metadata records from all its repositories.
- OpenAIRE Content Provider Dashboard
  - The Parties will support the repository managers at using services available via the OpenAIRE Content Provider Dashboard (e.g. UsageCounts, Broker. See appendix for an overview of the available services).
- OpenAIRE Institutional Monitoring Dashboard

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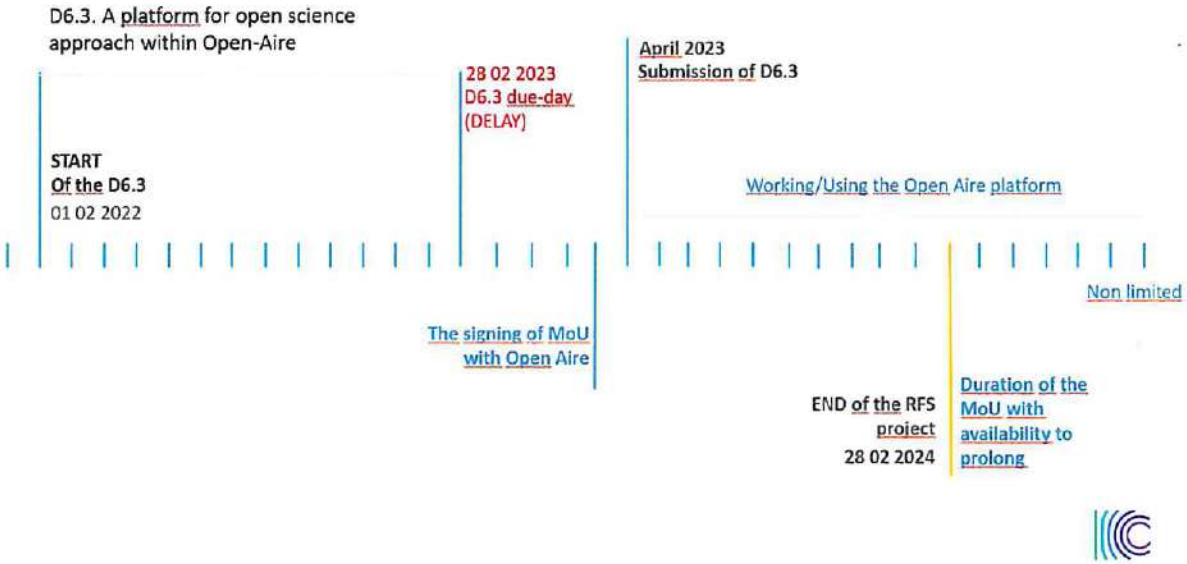
- The Second party will provide information for the curation of metadata about its universities via the OpenAIRE OpenOrgs web tool.
- For interested universities of the Second party, OpenAIRE will provide an institutional monitor dashboard.

- OpenPlato for Open Science training
- Other OpenAIRE services: The Second party will investigate the needs of its members and identify other OpenAIRE services/products to be potentially adopted (e.g. definition of an EU-CONEXUS template for Data Management Plans with Argos). The list of available OpenAIRE services/products is available in the Appendix of this MoU.
- Communication and dissemination activities

Timeline

- OpenAIRE Nexus funding will cover the cost of the set up of the CONNECT Gateway for EU-CONEXUS
- By 30 April 2023 the initial CONNECT Gateway will be delivered by OpenAIRE and EU-CONEXUS will work on the partner universities alliance repositories compliance.
- A blog article will be published in OpenAIRE website with the help and contribution of the EU-CONEXUS.
- After June 2023, the maintenance of the gateway will be maintained till 28 February 2024, when the sustainability cost and the development of the EU-CONEXUS gateway will be further discussed.
- During the duration of the MoU both parties will investigate the possibility to waive or cover the cost after the end of OpenAIRE Nexus, by applying in new projects or finding funds.



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Financial implications

The present MoU implies no financial commitment by either Party. Activities to be implemented under this MoU are subject to the availability of staff and financial resources. The Parties may enter into separate agreements for matters which may involve the commitment of funding or other resources.

Use of Names and Logos

The Parties agree not to use in any press release, memo, report, or other published disclosure related to this MoU the other Party's name, acronym, emblem, or logo without the prior written consent of the Party concerned. In no event shall the authorization of either Party's name, acronym, emblem or logo be granted for commercial purposes.

Privileges, Immunities and Liability

Nothing in this MoU or in any document or arrangement relating thereto, shall be construed as constituting a waiver, express or implied, of the privileges and immunities of either Party, nor as extending any privileges or immunities of either Party to the other Party or to its personnel.

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum of Understanding.

Intellectual property rights

Intellectual property rights, in particular copyright, in any material made available by either Party to be used to carry out activities under this MoU shall remain with the originating Party. Copyright of materials and reports, as well as rights to any other intellectual property, developed jointly by the Parties will be shared by the Parties. The Parties will enjoy perpetual, royalty-free, non-exclusive and non-transferable licenses to use such materials for non-commercial purposes. All jointly-produced materials produced under this MoU shall be subject to separate co-publishing agreements to govern intellectual property rights and responsibilities over such material on a case-by-case basis.

Foreground

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The Parties agree that the exploitation of specific results of study and research generated as foreground of this MoU, may be subject to specific regulation, in accordance with their respective institutional purposes.

Communication and Dissemination

Both parties will commit to communicating the successful outcomes via respective communication channels and both will approve any public statements and outcomes. For example: a web page / blog post, reports on the use cases, sharing logos, icons, badges and web-embeddings, presentations on conferences, and a newsletter where we share the experience of working together and the results.

Confidentiality

Neither of the Parties nor its personnel will communicate to any other person or entity any confidential information made known to it by the other Party in the course of the implementation of this MoU nor shall it use this information to private or company advantage. This provision will survive the expiration or termination of this MoU.

Publication

Prior notice of any planned scientific, research or educational publication will inform the other Party at least 20 days before the publication. For all other types of publication, e.g. blog posts, publications for communication purposes, the aforementioned prior notice should be given at least 2 days before the publication. Any objection to the planned publication shall be made within 10 days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

Entry into Force and Duration

This MoU shall be signed by the Parties and will enter into force on the date of the second signature and remain in force until 28th of February 2024. Between the end of the OpenAIRE Nexus project and 28th of February 2024 the maintenance will be offered in-kind by OpenAIRE, while other resources for long term mantainance will be investigated. Subject to satisfactory past implementation, this MoU may be renewed by mutual written agreement of the Parties.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to

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the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

Dispute Resolution

The Parties to this Memorandum agree that should any dispute arise through any aspect of this relationship, including, but not limited to, any matters, disputes or claims, the parties shall confer in good faith to promptly resolve any dispute. In the event that the Parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and/or arbitrated in an attempt to resolve any and all issues between the parties.

The Parties agree that any claim or dispute that arises from or through this agreement, the relationship or obligations contemplated or outlined within this agreement, if not resolved through mediation, shall then go to and be resolved through final and binding arbitration. Any decision reached by the Arbitrator shall be final and binding and, if required, may be entered as a judgement in any court having jurisdiction.

In the event that any court having jurisdiction should determine that any portion of this Agreement to be invalid or unenforceable, only that portion shall be deemed invalid and not effective, while the balance of this Agreement shall remain in full effect and enforceable. This Agreement shall be interpreted and governed by and in accordance with EU Law.

Amendment and Cancelation of the MoU

This Memorandum may be amended or modified at any time in writing by mutual consent of both Parties.

In addition, the Memorandum may be canceled by either Party with 30 (thirty) days advance written notice, with the exception where cause for cancellation may include, but is not limited to, a material and significant breach of any of the provisions contained herein, when it may be canceled upon delivery of written notice to the other party.

Governing Law

This Memorandum shall be governed by and construed in accordance with the laws of Greece. The courts of Athens will be the competent courts.

Severability Clause

In the event that any provision of this Memorandum shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Memorandum shall be determined to be unlawful or otherwise unenforceable, the remainder of the Memorandum shall remain in full force and effect, so long as the clause severed does

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not affect the intent of the parties. If a court should find that any provision of this Memorandum to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

Assignment

Neither Party to this Memorandum may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Entire Understanding

The herein contained Memorandum constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this Memorandum desire or intend that any implementing contract, license, or other agreement entered into between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this Memorandum of Understanding whether written or oral.

General Provisions

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.
If at any time either party is unable to perform their duties or responsibilities under this Memorandum consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

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Authorization and Execution

The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this Memorandum.

This Agreement shall be signed by Inge Van Nieuwerburgh and Isabella Baer-Eiselt and shall be effective as of the date first written above.

04/04/2023

(First Party Signature - OpenAIRE
Inge Van Nieuwerburgh)

(Date)

30/3/2023

(Second Party Signature - EU CONEXA AISBL
Isabella Baer-Eiselt)

(Date)

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Appendix:

For dissemination purposes, the spectrum of OpenAIRE-Nexus services and some OpenAIRE - European Funded tools are presented in this section, to inform the Second Party on further future collaborations that may arise.

OpenAIRE Nexus services in a nutshell

Details: https://www.openaire.eu/openaire-nexus-project

Graph	OpenAIRE Research Graph - an open resource that aggregates a collection of research data properties (metadata, links) available within the OpenAIRE Open Science infrastructure for funders, organizations, researchers, research communities and publishers to interlink information by using a semantic graph database approach. Read more here
PUBLISH	Zenodo - a catch-all repository hosted by CERN, which researchers, communities or Research Performing Organizations, and citizens can use for FAIR sharing and long-term preserving research results
	EpiSciences - a pan-European overlay journal platform, operating on top of OA repositories (e.g. HAL, Zenodo, arXiv), where communities can create and operate high-quality OA journals
	Amnesia - a service to anonymize sensitive research data (GDPR compliant), ready to be embedded in institutional workflows, to remove barriers and facilitate FAIRness of data
	ARGOS - a service for machine-actionable Data Management Plans, guiding researchers towards FAIR, configurable to domain discipline knowledge
MONITOR	MONITOR Dashboard - customized portals as-a-service to funders, institutions and RIs detailing research throughput, output, collaboration and impact, open science uptake. Based on the OpenAIRE Research Graph, a semi-automatically curated catalogue to serve the EOSC and the global research community, which includes all types of scholarly records (publications, data, software, other research artefacts), interlinked via citations, and maintaining provenance information about all actors involved in the research process (researchers, organizations, funders, service providers)

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DISCOVER

OpenCitations - an open database that tracks article-article citations

ScholExplorer - an open database that tracks article-dataset and dataset-dataset citations

UsageCounts - an open analytics service aggregating and de-duplicating publications DOI usage data

OpenAPC - article and book publishing costs (APC and BPC) from research institutions and funders. Read more here

Open Science Observatory - a dashboard that includes statistics and monitoring information on open science in Europe, with country views

OpenAIRE AAI - Enables Service Providers to deliver services and offer access to resources to research communities and individual researchers, allowing users to use their institutional and community-enabled digital identities.

PROVIDE Dashboard - a bundle of services for content providers to share and exchange metadata and content using EOSC metadata frameworks and Rules of Participation. The service provides metadata validation, reporting and brokering functionalities, providing feedback about gaps between EOSC data sources, maintaining an up-to-date scholarly record

EXPLORE Dashboard - an AI-driven research search engine allowing cross-disciplinary and scientificintent discovery, additionally providing access to the OpenAIRE Research Graph via open APIs

CONNECT Dashboard - customised portals/gateways as-a-service to research communities (domain specific or regional) with open science practices embedded by design

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