



OpenAIRE - LA Referencia Memorandum of Understanding

Preamble

The purpose of this Memorandum of Understanding is to promote cooperation and align activities between the parties which can complement each other work, having more significant impact than acting in solitude.

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 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. Our services built on top of the OpenAIRE Graph aim 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.

Whereas LA Referencia, the Latin American network of open science, at the present formed by eleven public science and technology government agencies of the member countries, which has been developing and expanding for over ten years through a set of agreements, software, infrastructure and services to support national Open Science policies and strategies in Latin America.

Whereas RedCLARA is the Latin American Research and Education Network, regional leader and promotor of collaboration and development in education, science and innovation, by means of its e-infrastructure and services tailored for its community needs. RedCLARA provides regional interconnections and connections to the world

through its international links and promotes the development of tools, services and research projects to empower regional scientific and educational development and the collaboration among Latin American R&E institutions and of Latin America with the rest of the world, with an important focus on less developed regions, and on promotion of open data sharing, especially for research and education purposes.

That in the Cooperation and Administration Agreement between RedCLARA and LA Referencia (2018), the Project partners have requested the collaboration of RedCLARA for the management and supervision of the correct execution of the activities and operation of LA Referencia.

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 LA Referencia/Red CLARA Rambla República de México N° 6125, Montevideo, Código Postal 11400, República Oriental del Uruguay, VAT Number 216562120016 . 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.

Collaboration Goals

The teams from OpenAIRE and LA Referencia will collaborate on several key areas, focusing on improvement and advancement, including:

- Enhancing research results metadata and the quality of Latin American results on OpenAIRE Graph.
- Review, update and dissemination of metadata guidelines.
- Explore common development on value-added services.
- Interoperability for exchanging usage statistics between Latin America and Europe
- Capacity building and training initiatives on Open Science

Collaboration Areas and Activities - Parties Obligations

Achieving our collaborative goals are specified in the following five strands of collaboration and activities

Enhancing research results metadata and improving the quality of Latin American results on the OpenAIRE knowledge graph:

1. Conducting a comprehensive analysis of the existing metadata aggregation process to identify areas for improvement.
2. Collaborating to enhance the quality of LA Referencia metadata and ensure its inclusion in the OpenAIRE knowledge graph.

Review, update, governance and dissemination of metadata guidelines:

1. Collaborate on the governance and revision of the metadata guidelines, taking into account the experiences and challenges faced in Latin America during the implementation process.
2. Developing training materials and guides to assist users in understanding and effectively applying metadata guidelines.

Exploring common development on value-added services:

1. Identifying areas of collaboration for the development of new value-added services that benefit both the Latin American and European communities.
2. Establishing joint working groups to exchange code and avoid duplication of effort on both sides.

Interoperability for exchanging usage statistics between Latin America and Europe:

1. Establishing common standards and protocols for exchanging usage statistics between systems in Latin America and Europe.
2. Developing tools and APIs to facilitate the collection, processing, and sharing of usage statistics in an interoperable manner.
3. Organising technical meetings and working groups to address technical challenges and ensure compatibility between usage statistics systems.

Capacity building and training initiatives on Open Science:

1. Collaboration on the creation, adaptation, interpretation and translation (from/to English/Spanish/Portuguese) of training and materials on the OpenPlato platform and other types of material and activities of interest for both initiatives
2. Collaboration on training and capacity building programs for Open Science, targeting different stakeholders.

Timeline

To ensure the effective implementation of these collaborative activities, specific tasks and initiatives will be planned and reviewed every six months. These reviews will take place during meetings between the technical and management teams held at the beginning and in the middle of each year. During these biannual meetings, the progress of ongoing activities will be assessed, and new activities will be planned to address emerging needs and opportunities. This structured approach allows both parties to stay aligned and make necessary adjustments to achieve our collaborative goals effectively.

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

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 be given to 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 21 December 2026.

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 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 of Understanding 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 Cancellation of the MoU

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

In addition, the Memorandum of Understanding may be cancelled 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 cancelled upon delivery of written notice to the other party.

Governing Law

This Memorandum of Understanding 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 of Understanding 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 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 of Understanding may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, whose approval shall not be unreasonably withheld.

Entire Understanding

The herein contained Memorandum of Understanding constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract, licence, 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 fulfil their responsibilities under this Memorandum of Understanding 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 of Understanding 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.

Authorization and Execution

The signing of this Memorandum of Understanding 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 MOU.

This Agreement shall be signed by _____ and _____ and shall be effective as of the date first written above.

Inge Van Nieuwerburgh

Digitally signed by Inge Van Nieuwerburgh
DN: OU=Chair Executive Board & General Assembly, O=OpenAIRE, CN=Inge Van Nieuwerburgh, E=inge.vannieuwerburgh@ugent.be
Reason: I am approving this document
Location:
Date: 2025.01.15 14:04:59+01'00'
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2025-01-15

(Inge Van Nieuwerburgh,Chair of the Executive Board and General Assembly of OpenAIRE)

(Date)

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18/11/2024

(Luis Eliecer Cadenas, Director RedCLARA)

(Date)

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(Robinson Zapata, Presidente LA Referencia)

(Date)

Appendix:

The spectrum of OpenAIRE and third parties services are presented in this section, to inform the Second Party on further future collaborations that may arise. A full list of OpenAIRE services is available on the OpenAIRE catalogue of services: <http://catalogue.openaire.eu/home>

OpenAIRE and third parties services in a nutshell

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)

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.

DISCOVER

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 scientific discovery, additionally providing access to the OpenAIRE Research Graph via open APIs

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