

# AGREEMENT FOR THE CREATION OF A JOINT RESEARCH UNIT (JRU) FOR THE DEVELOPMENT OF RESEARCH ACTIVITIES IN THE FRAMEWORK OF THE INFRASTRUCTURE European Plate Observation System-Implementation Phase EPOS-IP-ES (EPOS- IP ESPAÑA) Joint Research Unit

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# AGREEMENT FOR THE CREATION OF A JOINT RESEARCH UNIT (JRU) FOR THE DEVELOPMENT OF RESEARCH ACTIVITIES IN THE FRAMEWORK OF THE INFRASTRUCTURE European Plate Observation System-Implementation Phase EPOS-IP-ES (EPOS-IP ESPAÑA) Joint Research Unit

## PREAMBLE

EPOS (European Plate Observation System) (<https://www.epos-ip.org/>) is a distributed European Infrastructure focused on multidisciplinary and global research in Earth Sciences. It integrates several hundreds of national observatories of the internal structure and dynamics of the planet, particularly in Europe, distributed in 25 countries in Europe, including Spain. The EPOS project, included in the ESFRI Roadmap 2008, has been recognized by 2016 as a priority project for implementation, because of its strategic importance in the ERA (European Research Area). After EPOS participation in the Call for support for the implementation and operation of ESFRI, Infradev-3-2015 projects, the implementation phase (EPOS IP) is ongoing and it will be completed in October 2019 (Ref. Ares (2015)2800820-03/07/2015, Grant Agreement no. 676564).

EPOS, by integrating national and transnational existing research infrastructures, increases the access and use of multidisciplinary data recorded by these infrastructures, acquired in field, laboratory experiments and produced by computer simulations. EPOS promotes interoperability in Geosciences services to a wide community of users at European and worldwide level. As a result, researchers in Earth Sciences will benefit from the services provided by EPOS encouraging breakthroughs in understanding the processes occurring in the Earth.

The EPOS architecture is composed of three connected technical and organizational elements (Figure 1):

- National Research Infrastructures (NRI)
- Thematic Core Services (TCS)
- Integrated Core Services (ICS)

The **National RIs (NRI)** for solid Earth science in Europe generate data and information and are responsible for the operation of instrumentation in each country. As such they represent the starting point of the EPOS integration plan.

The **Thematic Core Services (TCS)** constitute the community-specific integration (e.g., in seismology, volcanology or geodesy). They represent a governance framework where data and services are provided by NRIs to answer scientific questions and where each community

discusses their specific implementation, best practices and sustainability strategies as well as legal and ethical issues. These TCS communities are defined in EPOS-IP:

- TCS Seismology
- TCS Near-Fault Observatories
- TCS GNSS Data & Products
- TCS Volcano Observations
- TCS Satellite Data
- TCS Geomagnetic Observations
- TCS Anthropogenic Hazards
- TCS Geological information and modelling
- TCS Multi-scale laboratories
- TCS Geo-Energy Test Beds

The **Integrated Core Services (ICS)** represent the novel e-infrastructure developed by EPOS consisting of services that will allow access to multidisciplinary data, products (including synthetic data from simulations, processing and visualization tools) to different stakeholders, including but not limited to the scientific community (i.e., users). The key element of the ICS in EPOS will be a central hub (ICS-C) where users can discover and access data and data products available in the TCS and NRIs as well as access a set of service for integrating and analysing multidisciplinary data.

The creation of the European Plate Observation System-Implementation Phase EPOS-IP-ES (EPOS-IP ESPAÑA) Joint Research Unit (JRU) **is recognized by the Spanish Ministry of Economy and Competitiveness**. It is the result of a collaboration agreement within the Spanish EPOS community in the field of the Earth Sciences.

The JRU Agreement is composed of:

- Terms and conditions
- Annex 01: Regulations of the EPOS-IP-ES (EPOS-IP ESPAÑA) Joint Research Unit Board
- Annex 02: Accession form
- Annex 03: NRI Committee of EPOS TCS Seismology
- Annex 04: NRI Committee of EPOS TCS Near-Fault Observatories
- Annex 05: NRI Committee of EPOS TCS GNSS Data & Products
- Annex 06: NRI Committee of EPOS TCS Volcano Observations
- Annex 07: NRI Committee of EPOS TCS Satellite Data
- Annex 08: NRI Committee of EPOS TCS Geomagnetic Observations
- Annex 09: NRI Committee of EPOS TCS Anthropogenic Hazards
- Annex 10: NRI Committee of EPOS TCS Geological information and modelling
- Annex 11: NRI Committee of EPOS TCS Multi-scale laboratories
- Annex 12: NRI Committee of EPOS TCS Geo-Energy Test Beds

## THE PARTIES<sup>1</sup>

The following parts have agreed to enter into the JRU under the terms and conditions below:

- **Agencia Estatal Consejo Superior de Investigaciones Científicas (CSIC)**, as representative in Spain of EPOS-IP for the communities

TCS Seismology, in this matter duly represented by Dr. J. Díaz Cusí,  
TCS Volcano Observations, in this matter duly represented by Dr. A. Geyer Traver,  
TCS Satellite Data, in this matter duly represented by Dr. J. Fernández Torres,  
TCS Multi-scale laboratories, in this matter duly represented by Dr. J. L. Fernandez Turiel,  
TCS Geo-Energy Test Beds, , in this matter duly represented by Dr. R. Carbonell Bertrán.

- **Universidad de Granada**, as representative in Spain of EPOS-IP for the community:

TCS Near-Fault Observatories, in this matter duly represented by Dr. A. Azor Pérez.

- **Instituto Geográfico Nacional (IGN)**, as representative in Spain of EPOS-IP for the community:

TCS GNSS Data & Products, in this matter duly represented by Dr. F. J. Gonzalez Matesanz.

- **Observatorio del Ebro**, as representative in Spain of EPOS-IP for the community:

TCS Geomagnetic Observations, in this matter duly represented by Dr. J. J. Curto Subirats.

- **Universidad Complutense de Madrid**, as representative in Spain of EPOS-IP for the community:

TCS Anthropogenic Hazards, in this matter duly represented by Dr. E. Buforn Peiró.

- **Instituto Geológico y Minero de España (IGME)**, as representative in Spain of EPOS-IP for the community:

TCS Geological information and modelling, in this matter duly represented by Dr. L. R. Rodríguez Fernández;

- hereinafter together referred to as “Parties” and separately referred to as “Party” -

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<sup>1</sup> A *Party* can only be a legal entity.

To outline the collaborative aspects of European Plate Observation System-Implementation Phase EPOS-IP-ES (EPOS-IP ESPAÑA) Joint Research Unit (JRU), in short hereinafter referred to as “EPOS-IP-ES JRU”, it is therefore agreed between the parties as follows:

## Article 1: Partnership to this Agreement

The *Parties* authorize representatives for the Spanish Thematic Core Services (TCS) communities of EPOS: the *TCS representatives*.

*National Research Infrastructures (NRI)* contribute to the EPOS TCS communities’ specific tasks as defined in accordance to the Annexes 3 to 12 of the NRI Committees composition.

Any new *NRI* shall sign the Accession form (Annex 2) to the closest TCS community topic and describe its activities and resources in Annex 4 as agreed upon with the *TCS representative*. The accession of any new *NRI* shall enter into force upon the date of the signature.

Any addition to an EPOS TCS community of a new *NRI* requires the approval of the *JRU Board* by unanimous decision

Any *NRI* may withdraw from the TCS upon request, provided that twelve (12) months’ prior notice is given to the *JRU Board*. The withdrawing *NRI* undertakes to complete its commitment taken up to the date of its withdrawal regarding the joint activities.

In the event of negligent failure to perform a *NRI’s* duties, the *JRU Board* may exclude such *NRI*. Such a decision requires the approval of the *JRU Board* members, with at least two-thirds of the *JRU Board* members voting in favour of exclusion, and without the concerned representative(s) from voting.

## Article 2: Purpose

The purpose of this JRU is to regulate and specify the relationship between the *Parties* with special regards to rights and obligations as well as management structure, inter alia liability and dispute resolution. The Parties include world-class laboratory infrastructures for research in Earth Sciences (NRIs), grouped by specific scientific-technical services (TCS communities).

The EPOS-IP-ES JRU for Earth Sciences aims at:

- encouraging the joint use of infrastructures and to bundle research and strategic interests, in particular within the European Plate Observation System-Implementation Phase EPOS-IP, and the ESFRI EPOS if this is finally approved;

- collecting and harmonizing available and emerging Earth Sciences data on the properties and processes controlling Earth system behaviour at multiple scales;
- providing products and services through EPOS framework, supporting research into geo-resources and geo-storage, geo-hazards and Earth system evolution;
- coordinating the development, integration and transnational usage of the major solid Earth Science infrastructure centres and specialist networks within the EPOS framework.

### **Article 3: Organisation of EPOS-IP-ES (EPOS-IP ESPAÑA) Joint Research Unit**

The management structure of the EPOS-IP-ES JRU consists of the Board and the NRI Committee.

#### **3.1: JRU Board (JRUB)**

The *JRU Board* is the decision-making body of the EPOS-IP-ES (EPOS-IP ESPAÑA) Joint Research Unit. The tasks of the Board are to oversee the general development and strategic roadmap.

It is composed of one authorised representative of each *TCS community* (hereinafter Member of the Board). Each Member of the Board shall be deemed to be duly authorised by its *Party* to deliberate, negotiate and decide on all matters subject to the decision of the Board. Each member shall have one vote.

The *JRU Board* appoints members of the NRI Committee.

##### **3.3.1: Chairperson and Executive Secretary**

The *JRU* elects a Chairperson among its members (2/3 majority). The term of the mandate is two years renewable once.

Supported through the Executive Secretary, the Chairperson is responsible for the day-to-day management of the EPOS-IP-ES JRU.

The Executive Secretary shall be elected for two years and maybe re-elected. The Executive Secretary shall take care of administrative and operational issues, including meeting organisations, minutes, communications, etc.

The *JRU Board's* regulations are detailed in Annex 1.

#### **3.2: The National Research Infrastructure (NRI) Committees**

A *NRI Committee* shall be set up composed of the *NRIs* who agree, on a voluntary basis, to participate in a TCS community.



The composition of the NRI committees of the TCS are recorded in the Annexes 3 to 12.

The *NRI Committee* reports to the TCS representative and the *JRU Board*.

The *NRI Committee* cannot make any legally binding decisions on behalf of any *Party*.

Working groups on specific topics, tasks or initiatives may be established.

## **Article 4: Responsibilities of the Parties**

Each Party undertakes to take part in the efficient implementation of the EPOS-IP-ES JRU and to cooperate, perform and fulfil promptly and on time all of its obligations voluntarily assumed under the present regulations of this JRU as maybe reasonably required from it and in a manner of good faith.

In the event that the Board identifies a breach by a *Party* of its obligations under this JRU, the Chairman or, if the Chairman is in breach of its obligations, the *Party* appointed by the Board, will give formal notice to such *Party* requiring that such breach will be remedied within 30 calendar days.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the Board may decide to declare the *Party* to be a Defaulting *Party* and to decide on the consequences thereof which may include termination of its participation.

## **Section 5: General principles for Financial Provisions**

Each *Party* shall be responsible for its own resources.

Each *TCS community* shall be responsible for its own resources.

Each *NRI* shall be responsible for its own resources.

Any additional contribution shall be subject to a decision of the *JRU Board*.

A *NRI* may refuse to contribute additional resources beyond the contribution that would be due to meet the agreed level stated in the most recent Annex of the composition of its respective NRI Committee.

Any distribution of common funds allocated by EPOS or any third *Party* shall be subject to a decision of the *JRU Board* (2/3 majority).

Any provision regarding a joint budget requires a unanimous vote of the *JRU Board*.

## Article 6: Data and Intellectual Property Rights

### 6.1: General Principles

The principles and process of handling data and intellectual property rights within the activities of the EPOS Research Infrastructure are laid down in the data policy provisions of this article.

### 6.2: Joint Ownership

In case of joint ownership: each of the joint owners shall be entitled to use their jointly generated and jointly owned research results, whether patentable or not, for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s). Each of the joint owners shall be entitled to otherwise exploit the jointly owned research results and to grant non-exclusive licenses to third *Parties* if the other joint owners are given prior notice and compensation.

### 6.3: Background

Each *Party* shall own and continue to own its Background and nothing in this Agreement shall transfer those rights to another *Party*. The *Parties* do not intend any other assignment of or license to Background than is explicitly provided for in this Agreement.

Subject to any third *Party* rights, each *Party* hereby grants to the other *Parties*, a non-exclusive, royalty-free license under the owning *Party*'s Background to use the owning *Party*'s Background for the purpose of carrying out the tasks under this Agreement. Furthermore, the *Parties* have a royalty-free, non-assignable right to use Background for further use within the activities of the EPOS Research Infrastructure.

### 6.4: Results

Results shall belong to the *Party* or *Parties* generating it.

Subject to any third *Party* rights, each *Party* hereby grants to the other *Parties* a non-exclusive, royalty-free license to use its Results for the purpose of carrying out tasks under this Agreement. Each *Party* shall be responsible for securing rights, to the necessary extent, to such Results from its employees, students, and/or any sub-contractors



## Article 7: Confidentiality

### 7.1: General Principles

All information in whatever form or mode of communication, which is disclosed by a *Party* (the “Disclosing *Party*”) to any other *Party* (the “Recipient”) in connection with the activities under this Agreement and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing *TCS community*, is “Confidential Information”.

### 7.2: Obligations

The Recipients hereby undertake, for a period of 4 years after the termination of this Agreement:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third *Party* without the prior written consent by the Disclosing *Party*;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing *Party* on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations.

## Article 8: Liability

Except as otherwise specifically agreed, each *Party* shall only be liable towards the other *Parties* for direct damages, whether based on personal injury or material damage, it or the persons charged with the fulfilment of its obligations have caused through gross negligence or wilful misconduct.

No *Party* shall be liable to any other *Party* for special, collateral, incidental or consequential loss or damages such as, but not limited to, loss of profit, loss of revenue, or loss of contracts.

Each *Party* shall be solely liable for any loss, damage or injury to third *Parties* resulting from any breach of any of the provisions of this Agreement or arising out of the termination of this Agreement and/or of the EPOS TCS Multiscale Laboratories Consortium.

Each *Party* is liable only for its own part and the *Parties* do not have joint liability against third *Parties* or EPOS-IP.

## **Article 9: Duration of this JRU Agreement**

### **9.1: Entry into force**

This JRU Agreement shall come into force on its effective date when all *Parties* have signed it. The effective date of this Agreement is .....

### **9.2: Expiration**

This Agreement will terminate four (4) years after its effective date, unless otherwise agreed by the *Parties*.

### **9.3: Termination or extension**

This Agreement may be extended or terminated before expiration date by a 2/3 majority approval by the *JRU Board* after proposition by any *Party*, in accordance to the rules provided in Annex 1.

### **9.4: Survival of rights and obligations**

The provisions relating to Intellectual Property Rights, for the time period mentioned therein, as well as for Liability shall survive the expiration or termination of this JRU Agreement.

Termination shall not affect any rights or obligations of a *Party* leaving the JRU incurred prior to the date of termination, unless otherwise agreed between the JRU Board and the leaving *Party*. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

## **Article 10: Amendment procedure**

Amendment proposals may be submitted to the *JRU Board* by any *Party*.

Amendment proposals may be submitted to the *JRU Board* by any *TCS representative*.

Amendment proposals shall be listed on the agenda communicated with the invitation to the *Consortium Board*.

All Annexes are an integral part of the present Consortium Agreement.

Further *NRI*s may participate in the EPOS-IP-ES JRU. Their accession is subject to approval by the Board. A new *NRI* enters the EPOS-IP-ES JRU upon signature of an accession document (Annex 2) which proves the acceptance of the provisions of this JRU.

## **Article 12: Applicable law and settlement of disputes**

This Agreement is governed by the applicable Spanish law, supplemented if necessary by the EU law.

If a dispute arises concerning the interpretation or implementation of this Agreement the *Parties* agree to settle amicably by mutual consultation or negotiation.

The *Parties* shall observe and comply with the laws, rules, and regulations of the Spain, supplemented by the law of EU.

If a dispute cannot be settled such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (Rules), by one or more arbitrators appointed in accordance with the said Rules.

## **Signatures by legal representatives from each EPOS-IP-ES JRU Party**

**Signature Pages:**

For and on behalf of:  
**Agencia Estatal Consejo Superior  
de Investigaciones Científicas  
(CSIC)**

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By:  
In: Madrid  
On: [DATE]

**Signature Pages:**

For and on behalf of:  
**Universidad de Granada**

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By:  
In: Granada  
On: [DATE]

**Signature Pages:**

For and on behalf of:  
**Instituto Geográfico Nacional  
(IGN)**

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By:

In: Madrid

On: [DATE]



**Signature Pages:**

For and on behalf of:  
**Observatorio del Ebro**

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By:

In: Tortosa

On: [DATE]

**Signature Pages:**

For and on behalf of:  
**Universidad Complutense de  
Madrid**

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By:

In: Madrid

On: [DATE]

**Signature Pages:**

For and on behalf of:  
**Instituto Geológico y Minero de  
España (IGME)**

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By:

In: Madrid

On: [DATE]