**Memorandum of Understanding between
the ESCAPE Open Collaboration and the Punch4NFDI Consortium**

**Participants and Mission**

This Memorandum of Understanding (MoU) establishes an agreement between the ESCAPE Open Collaboration and the Punch4NDFI Consortium (the Parties) to establish common open science and digital science product services. The MoU opens the possibility of collaborating on different levels of digital science product services, as well as on co-development, combined operation and co-maintenance of these services. The MoU establishes the general rules for data and information sharing.

**General terms and provisions**

Each party to the MoU continues to be responsible for all support of its staff including any expenses and travel costs associated with the activities described under this agreement. This MoU does not prevent the parties from establishing agreements for their own services with other external collaborations.

**Digital product sharing, use, and confidentiality**

All parties agree that any information or digital products shared as part of this co-operation program shall be used only for the purpose of the collaborative work covered by this agreement. All information and data exchange will be treated as confidential by all parties unless it is otherwise stated. Collaboration/consortium members will be cautioned not to share the results of this co-operation program outside the parties involved in any form unless this is specifically approved by all collaboration parties to this MoU. Access to developments or any other information provided by the signatories of this agreement does not extend to any third parties with whom the signatories may have established further co-operations.

The specific format and content of the common developments, the exchanged digital data products and services will be approved before sharing according to the regular procedures of the Parties. The developments and services will undergo the necessary internal review process of each Party.

The representatives and contact point of the Parties for this MoU are:

* In the ESCAPE Open Collaboration: …
* In the Punch4NFDI Consortium: …

**Period of validity and termination of this MoU**

This agreement has a duration of three years and is renewable. Any participant in this MoU may withdraw at any time.

**Operation and Publication of Services**

All co-operative services, developments and publications that are a direct result of this co-operation programme be communicated in advance and approved by the representatives of the MoU parties. All digital products must be consistent with the corresponding policies of the Parties and will be approved by each Party individually, according to their internal review processes.

The copy-right and the responsibilities for the development, operation and maintenance of such services will be shared between the Parties. On consent, one or both of the Parties can take over the full responsibility for the service and continue the further work on the service individually.

The signatories of this MoU will resolve by consensus any conflicts arising in the publication or sharing and operation of services developed in this co-operation program. This agreement does not prevent either Party from developing or operating their respective digital science product services independently.

Date Signed:

Expiry:

For the ESCAPE Open Collaboration …

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For the Punch4NFDI Consortium …

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