

Amendment 1 to the Memorandum of Understanding 1st May 2015

Article 1: Amendment to Section 3, Art.3.3

The sentence:

“When deciding on request for membership the Board of Directors will not have to justify the decision, which will be without appeal”

Is replaced by the sentence:

“When deciding on request for membership the Board of Directors decision will be without appeal”.

Article 2 : Amendment to Section 4, Art.4.1.3

Article 4.1.3 is modified and replaced by

The Board of Directors shall be free to act on its own initiative to formulate proposals and to take decisions in accordance with the procedures set out herein. The decisions shall be compliant with EU-law and based upon the principles of transparency, objectivity and non-discrimination.

The following decisions shall be taken by the Board of Directors:

- a) Changes to the Consortium Activities
- b) Entry of a new Party to the Consortium and approval of the settlement on the modalities and conditions of the accession of such a new Party
- c) Withdrawal of a Party from the Consortium and the approval of the settlement on the modalities and conditions of the withdrawal
- d) Termination of the Memorandum of Understanding
- e) Modification of the Memorandum of Understanding
- f) Deciding on the mandate of the Legal representative
- g) Election of the Chair of Board of Directors
- h) Appointment of the "VAMDC Consortium" Executive Director
- i) Appointment of the Executive Committee Members
- j) Appointment of Chair of the Scientific and Technical Board
- k) Selection of a legal representative amongst its members to represent the VAMDC Consortium
- l) Financial provisions
- m) Modification of composition and functioning of the Executive Committee and of the Scientific and Technical Board
- n) Approval of the VAMDC Consortium Internal Regulations, Roadmap and other Consortium Documents
- o) Approval of the list of "VAMDC tagged" products
- p) Declaration of a Party to be a Defaulting Party
- q) Corrective measures to be required from a Defaulting Party
- r) Termination of a Defaulting Party's participation in the Consortium and measures relating thereto

Article 3 : Amendment to Appendix 3 “Accession document”.

Appendix 3 “Accession document” is replaced by:

Attachment 3

Accession document for Full Members

ACCESSION

Of a new Full Member to the VAMDC Consortium Memorandum of Understanding

Organization Name:

Representative Name:

Title:

Phone:

Email:

Address:

By signing below, the Full Member acknowledges and agrees that, when accepted and signed by the VAMDC Consortium, this agreement represents a binding contract between the new Full Member and the VAMDC Consortium and commits the new Full Member to fully comply with all the terms and conditions of the VAMDC Consortium Memorandum of Understanding, VAMDC Consortium Roadmap and Internal Regulations Document (IRD), as may be amended from time to time.

The new Full Member hereby consents to become a Party as a Full Member to the VAMDC Consortium Memorandum of Understanding and accepts all the rights and obligations of a Full Member as follow:

- The Full Member is part of the Board of Directors
- The Full Member is expected to be part of the S&T Board
- The Full Member can attend Technical Meetings
- The Full Member can use the "VAMDC brand"
 - The Full Member must inform the Board of Directors about the use of VAMDC brand
 - The use of "VAMDC brand" must bring some benefits to the activities of the VAMDC Consortium
 - The foreground generated by the use of the "VAMDC brand" should not be prejudicial to the VAMDC Consortium
 - Disclaimer D4 applies (Part IX of IRD)
- The Full Member has access to the Consortium resources in order to achieve the goals related to VAMDC Consortium activities, subject to the decision of the Board of Directors
- The Full Member can answer internal calls for support

- The Full Member is expected to provide support in cash/in kind (Part VI of IRD)
- The Full Member holding resources is bound by the rules of database/service providers if it holds such services
- The Full Member shall comply with Intellectual property policies and terms and conditions

The Accession document will enter into force on the date it is signed by the last Party.

The Representative of the new Full Member acknowledges being authorized to bind its Party into a formal legal agreement. It also agrees to abide by the terms and conditions in this Accession document to the VAMDC Consortium Memorandum of Understanding.

The new Full Member acknowledges that it may compete with other Members in various lines of business and that it is therefore imperative that they and their representatives act in a manner that does not violate any European Law or regulation.

The new Full Member acknowledges that it will make its best effort to avoid using confidential information as declared background in order to facilitate and respect the implementation of the VAMDC Consortium activities.

(INSERT NAME OF THE NEW FULL MEMBER)

Name

Title

Date

Signature

FOR VAMDC Consortium

The LEGAL REPRESENTATIVE

Name

Title

Date

Signature

Attachment 3

Accession document for Associated Members

ACCESSION

Of a new Associated Member to the VAMDC Consortium Memorandum of Understanding

Organization Name:

Representative Name:

Title:

Phone:

Email:

Address:

By signing below, the Associated Member acknowledges and agrees that, when accepted and signed by the VAMDC Consortium, this agreement represents a binding contract between the new Associated Member and the VAMDC Consortium and commits the new Associated Member to comply with all the terms and conditions of the VAMDC Consortium Memorandum of Understanding, VAMDC Consortium Roadmap and Internal Regulations Document (IRD), as may be amended from time to time.

The new Associated Member hereby consents to become a Party as an Associated Member to the VAMDC Consortium Memorandum of Understanding and accepts all the rights and obligations of an associated Member as follow:

For Non Profit associated member:

- Associated Member is part of the S&T Board
- Associated Member can attend Technical Meetings
- Associated Member can answer internal calls for support
- Associated Member is not bound to provide support in cash
- Associated Member is bound by the rules of database/service providers if it holds such services. It means that it must sustain its database/service at the appropriate level (Part VI of IRD).
- Associated Member shall comply with Intellectual property policies and terms and conditions

For SME's – Industries:

- Associated Member is bound by the rules of database/service providers if it holds such services

- A Fee applies with several levels
 - according to size of Industry
 - according to rights
 - either attendance to the S&T Board and Technical Meetings
 - or attendance to Technical Meetings only
- Associated Member shall comply with Intellectual property policies and terms and conditions

The Accession document will enter into force on the date it is signed by the last Party.

The Representative of the new Associated Member acknowledges being authorized to bind its Party into a formal legal agreement. It also agrees to abide by the terms and conditions in this Accession document to the VAMDC Consortium Memorandum of Understanding.

The new Associated Member acknowledges that it may compete with other Members in various lines of business and that it is therefore imperative that they and their representatives act in a manner that does not violate any European Law or regulation.

The new Associated Member acknowledges that it will make its best effort to avoid using confidential information as listed background in order to facilitate and respect the implementation of the VAMDC Consortium activities.

(INSERT NAME OF THE NEW ASSOCIATED MEMBER)

Name

Title

Date

Signature

FOR THE VAMDC CONSORTIUM

THE LEGAL REPRESENTATIVE

Name

Title

Date

Signature