



VAMDC Consortium

Memorandum of Understanding



“VAMDC Consortium MoU”

BETWEEN

OBSERVATOIRE DE PARIS

Represented by its President, Mr. Claude Catala,
Acting both on its behalf and on behalf of LERMA, UMR 8112

THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE

Represented by Ms. Liesbeth Krul, Assistant Director and/or Ms. Monique Carew, Director, or
their authorized representative

Department of Physics and Astronomy, UPPSALA UNIVERSITET

Represented by its Director, Mr. Göran Possnert

THE OPEN UNIVERSITY

Represented by Mrs. Jo Vango, Contract and Legal Services (CLS)

I. Physikalisches Institut, UNIVERSITÄT ZU KÖLN

Represented by its Managing Director, Mr. Andreas Eckart

UNIVERSITY COLLEGE LONDON

Represented by Mr. Michael Browne, Head of European Research and Development, European
Research and Development Office, UCL

THE QUEEN'S UNIVERSITY OF BELFAST

Represented by Mr. Scott Rutherford, Director of Research and Enterprise



ASTRONOMICAL OBSERVATORY OF BELGRADE

Represented by its Director, Mr. Zoran Knežević

Istituto Nazionale di Astrofisica - OSSERVATORIO ASTROFISICO DI CATANIA

Represented by the Director of OSSERVATORIO ASTRONOMIC DI CATANIA, Mrs. Grazia Maria Gloria Umana

Istituto Nazionale di Astrofisica - OSSERVATORIO ASTRONOMIC DI CAGLIARI

Represented by the Director of OSSERVATORIO ASTRONOMIC DI CAGLIARI, Mr. Andrea Possenti

UNIVERSITE DE REIMS CHAMPAGNE – ARDENNE

Represented by its President, Mr. Gilles Baillat
Acting both on its behalf and on behalf of GSMA, UMR 7331

UNIVERSITE DE BORDEAUX

Represented by its President, Mr. Manuel Tunon de Lara
Acting both on its behalf and on behalf of LAB, UMR 5804

UNIVERSITE DE BOURGOGNE

Represented by its President, Mr. Alain Bonin
Acting both on its behalf and on behalf of ICB, UMR 6303,

INSTITUTE OF ASTRONOMY RAS

Represented by its vice-director, Mr. Bisikalo Dmitry Valerievich,

UNIVERSITE JOSEPH FOURIER DE GRENOBLE

Represented by its President, Mr. Patrick Levy
Acting both on its behalf and on behalf of IPAG, UMR 5274,



Preamble

a) A group of 22 Institutes and Research Organizations formed under the 7th Framework Programme as an EC funded Consortium named Virtual Atomic and Molecular Data Centre ("VAMDC") (Grant Agreement No 239108) with the ambition of building an interoperable e-infrastructure connecting atomic and molecular databases.

b) A further EU funded Consortium was formed under the 7th Framework Programme (Grant Agreement No 313284) named Support at VAMDC "SUP@VAMDC" which built upon the VAMDC e-infrastructure, supporting different studies and actions linked to the VAMDC e-infrastructure.

c) Consortium members from both the VAMDC and SUP@VAMDC projects have expressed their willingness to provide a framework named the "VAMDC Consortium" for the continuation and implementation of the VAMDC work and will be open to all Parties who wish to sign this Memorandum of Understanding (MoU). The "VAMDC Consortium" is willing to further expand its knowledge and dissemination of the work done under the two previous European projects by continuing the VAMDC work by and between members of the VAMDC community and by adding new members to the community.

d) The purpose of this Memorandum of Understanding is to define the "VAMDC Consortium" with respect to its activities, its memberships, the relationship among the Parties, in particular concerning the organization of responsibilities among the Parties, the financial provisions, the Access Rights, the intellectual property rights, the rights and obligations of the Parties concerning inter alia liability, the foreground and dispute resolution.

e) This MoU is not legally binding save for Clause 7, 8, 9, 10, 11, 12, 13, 15 but the Parties recognize that VAMDC depends on all its members adhering to its provisions.



Section 1: Definitions

VAMDC: a unified, secure, documented, flexible and interoperable e-science-based interface to existing A+ M databases.

VAMDC Consortium: The VAMDC Consortium is a group of legal entities joining together in order to carry out specific activities described in section 2.

VAMDC Infrastructure means all products tagged "VAMDC" by the Board of Directors, including software, documents, standards, registries, databases/services accessible from the VAMDC registry, and all other components described in Attachments 1 and 2.

Party means Signatory Party of this Memorandum of Understanding. All the Parties shall have the same rights and obligations under this Memorandum of Understanding unless expressly stated otherwise when the distinction is made between full members and associated members.

Legal representative means the legal representative of one Party that is designated by the Board of Directors to represent the VAMDC Consortium for specific tasks. The Legal representative will receive a mandate from each member of the Board of Directors for each specific task.

Defaulting Party means a Party which the Board of Directors has identified to be in breach of this Memorandum of Understanding.

Consortium Bodies: The Consortium bodies are the Board of Directors, the Executive Committee, the Scientific and Technical Board.

Software means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression.

Background means information which is held by the Parties prior to their accession to this Memorandum of Understanding, as well as copyrights or other intellectual property rights pertaining to such information, the application for which has been filed before their accession to this Memorandum of Understanding, and which is needed for carrying out the project or for using foreground. The background is the foreground of VAMDC and SUP@VAMC projects as well as any background listed in attachment 2 and provided by a Party consecutively to its accession to the "VAMDC Consortium".

Foreground means the results, including information, whether or not they can be protected, which are generated under the "VAMDC Consortium". Such results include rights related to copyright; design rights; patent rights; plant variety rights; or similar forms of protection.

Internal Regulations Document means the document describing the implementation of the Articles included in this Memorandum of Understanding.

Roadmap Document means the document describing the scientific and technical roadmap of the VAMDC Consortium.



Brand corresponds to the knowledge associated to any products stamped "VAMDC" approved by the Board of Directors, i.e. software, documents, standards, and to the products themselves. The "VAMDC" brand is held by the "VAMDC Consortium".

Section 2: VAMDC Consortium Activities

The VAMDC Consortium Activities are defined as:

- a) distribution, curation, access to atomic and molecular data through the "VAMDC Infrastructure" as defined in the Internal Regulations document.
- b) maintenance, upgrade and evolution of the "VAMDC Infrastructure"
- c) promotion of scientific evaluation/validation of atomic and molecular data
- d) promotion of scientific activities linked to the production of atomic and molecular data
- e) promotion of access to data with different users: research, education, business, outreach.
- f) organization of meetings open to external people
- g) specification of VAMDC-XSAMS standards and extensions thereto

Section 3: Memberships

3.1 VAMDC Consortium Full Members

- a) The VAMDC Consortium Full Members are institutions that hold physically a resource tagged "VAMDC", i.e. a database or a service registered in the "VAMDC" registries, or that maintain/update a documentation officially tagged "VAMDC".
- b) Otherwise full members can be institutions paying annual membership fees set by the Board of Directors.

Full Members can participate in calls engaging the VAMDC infrastructure and can use the "VAMDC brand". Accession to full member status is granted by the Board of Directors.

3.2 VAMDC Consortium Associated Members

The VAMDC Consortium Associated Members are institutions, scientific groups, SMEs, companies that collaborate with the members for the benefit of the "VAMDC resources" and that have been co-opted by a VAMDC Consortium Member.

Accession to the Associated Member status is granted by the Board of Directors.

3.3 Request for membership

Any request for membership will be subject to the following conditions:

- a) To fulfill Article 3.1 or 3.2



- b) To make the commitment to abide by the Articles of this Memorandum of Understanding and the regulations of the VAMDC Consortium

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

Section 4: Structure

The VAMDC Consortium comprises its members together with Bodies and Officers.

The Bodies of the VAMDC Consortium are: the Board of Directors, the Executive Committee, the Scientific and Technical Board.

The Officers of the VAMDC Consortium are the Chair of the Board of Directors, the Executive Director, the chair of the Scientific and Technical Board.

4.1 Board of Directors

4.1.1 Composition

The Board of Directors is composed of one authorized representative for each VAMDC Consortium full Member, designated by a Party's legal representative.

The Executive Director and the Chair of the Scientific and Technical board have a standing right to attend the Board of Directors without voting rights.

The Board of Directors elects the Chair of the Board of Directors.

The term of office of the Chair of the Board of Directors is four (4) years renewable once.

This term is extended by the Board of Directors if no other candidate is available.

The Board of Directors proposes the name of a legal representative of the VAMDC Consortium. The legal representative of the VAMDC Consortium will be appointed for four (4) years. The legal representative handles legal aspects on behalf of the VAMDC Consortium under the authority of the Board of Directors on a case by case basis and only when empowered by the Board of Directors on a specific task.

4.1.2 Functioning

The Board of Directors takes scientific and technical advice from a Scientific and Technical Board. The Board of Directors delegates the everyday running of the VAMDC Consortium to the Executive Committee and appoints its Chair who is the Executive Director of the "VAMDC Consortium".



4.1.3 Activities

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 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) Decision on Access Rights to "VAMDC Consortium" foreground
- q) Declaration of a Party to be a Defaulting Party
- r) Corrective measures to be required from a Defaulting Party
- s) Termination of a Defaulting Party's participation in the Consortium and measures relating thereto

4.1.4 Decision

Deliberation or decision concerning points a) to e) of section 4.1.3 shall request that all members are present or represented.

In all other cases the Board of Directors shall not deliberate or take decision unless a quorum two-thirds (2/3) rounded-down of its members are present or represented.

Vote:

All full members receive one vote.

Decisions concerning points a) to e) of section 4.1.3 shall be taken unanimously.

All other decisions shall be taken by a majority of two-thirds (2/3) rounded down of the votes of



its members present or represented.

4.2 Internal Regulations

The Board of Directors may adopt one or more Internal Regulations, the provisions of which will be binding on all members. These Articles of the memorandum of Understanding will at all times prevail over possible conflicting provisions of the Internal Regulations.

Section 5: The "VAMDC" brand

Representation of the "VAMDC" Brand:

The Executive Committee represents the VAMDC Consortium with all public and through all means of support. Whenever required, the legal representative will represent the VAMDC Consortium under the authority of the Board of Directors.

Section 6: Financial provisions

Each full member shall contribute to the operation of the infrastructure. This contribution can be any combination of cash and in-kind. The full members shall make a commitment for a fixed period of time.

The Board of Directors negotiates the requested amount and the period of time at its first meeting and at the time of entry for each new member. The commitment will be reviewed by the Board of Directors at the end of each commitment period.

The membership fee to become a full member, according to Article 3.1 b), is set annually by the Board of Directors.

All research activities should be sustained from projects and from local/national support to the databases/services/documents tagged as "VAMDC".

The VAMDC Consortium legal representative negotiates with the Board of Directors a financial compensation in order to cover the administrative costs directly linked to its legal representation.

Section 7: Background

7.1 Prior VAMDC and SUP@VAMDC background

Background intellectual property developed prior to the VAMDC and SUP@VAMDC projects is the knowledge and intellectual property rights (granted or applied for) held by a Party prior to its accession to VAMDC and/or SUP@VAMDC projects grant agreements and which were needed for carrying out the projects or using the foreground.

VAMDC and SUP@VAMDC consortium agreements provide a list of each Party's background



intellectual property as stated in attachment 1 of both consortium agreements. The list of background intellectual property included or excluded for the realization of VAMDC and/or SUP@VAMDC projects is included as attachment 1 to this MOU.

“VAMDC Consortium” is not entitled to claim any intellectual property rights on the prior background listed in attachment 1.

Moreover, the Parties bound by VAMDC and/or SUP@VAMDC consortium agreements shall respect their sections foreground, access right and non-disclosure of information for their own duration.

7.2 Background related to VAMDC and SUP@VAMDC projects

All foreground developed by the Parties of the VAMDC and SUP@VAMDC consortium agreements is ruled by the sections of each consortium agreement.

The VAMDC as well as SUP@VAMDC foreground shall be considered as “VAMDC Consortium” background. The “VAMDC Consortium” Background is listed in attachment 2.

For the consistency between the VAMDC and SUP@VAMDC projects and the “VAMDC Consortium” which takes further the results of the previous VAMDC and SUP@VAMDC projects, all “VAMDC Consortium” Background ownership and intellectual property rules will be decided by the Parties owning the intellectual property, on a case by case basis.

7.3 “VAMDC Consortium” Background

“VAMDC Consortium” Background consists of VAMDC and SUP@VAMDC Foreground as well as Background added by each member Party. Each member Party that has been involved in the VAMDC and/or SUP@VAMDC projects agrees to include in attachment 2 its foreground developed during the VAMDC and/or SUP@VAMDC projects.

A new Party may enter the VAMDC Consortium providing that it fulfils the requirements stated in the accession form. A new Party shall provide the VAMDC Consortium with a list of Background needed for carrying out VAMDC Consortium projects.

All “VAMDC Consortium” Background ownership and intellectual property rules will be decided by the Parties owning the intellectual property, on a case by case basis. The owners of the “VAMDC Consortium” Background will enter into a specific agreement defining the rules and shares of the ownership. The specific agreement will then be acknowledged by the Board of Directors in order to implement its strategy on Foreground matters.



Section 8: VAMDC tagged Foreground

8.1 Ownership

Foreground shall be the property of the partner carrying out the work generating that Foreground. The Party generating sole Foreground will inform the Chair of the Executive Committee of such generated Foreground in order for the Board of Directors to keep track of all Foreground generated through the “VAMDC Consortium”.

8.2 Joint ownership

When several Parties have jointly carried out the work generating Foreground and where respective share of the work cannot be ascertained, they shall have joint ownership of such Foreground.

In case of joint ownership of Foreground each of the joint owners shall be entitled to use the joint Foreground as it sees fit, excluding the right to grant licenses to third parties unless such a licence is agreed by the joint owners.

Parties' shares of ownership shall be proportional to the intellectual and financial contribution invested in generating that specific Foreground. If the joint owners do not reach an agreement on the respective shares within one year after this Foreground has been identified and notified to the Board of Directors, the shares of each Party shall be considered as equal.

8.3 Transfer of Foreground

Each Party may transfer ownership of its own Foreground following the procedures set by the Board of Directors, in particular when the owner choose to appoint another Party to protect and manage its own Foreground for the benefit of the “VAMDC Consortium”.

Section 9: Access Rights

9.1 “VAMDC Consortium” Background covered

“VAMDC Consortium” Background and VAMDC and/or SUP@VAMDC projects Background may be accessed on a royalty free basis by the Parties of the VAMDC Consortium for the purpose of specific projects.

The “VAMDC Consortium” Background is listed in attachment 2. The prior VAMDC and/or SUP@VAMDC Background is listed in attachment 1.

The owning Party may add further prior VAMDC and/or SUP@VAMDC Background to Attachment 1 at a later time by written notice to the Executive Director.

However, only the Board of Directors can permit a Party to withdraw any of its prior VAMDC



and/or SUP@VAMDC Background from attachment 1.

The Parties agree that all Background not listed in attachments 1 and 2 shall be explicitly excluded from Access Rights. They agree, however, to negotiate in good faith additions to attachments 1 and 2 if a Party asks them to do so and those are needed.

For the avoidance of doubt, the owning Party of the relevant Background is under no obligation to agree to additions of its Background to attachments 1 and 2 and shall be entitled to refuse such request for whatever reason and as it sees fit.

9.2 Access rights on “VAMDC Consortium” Foreground

Access rights on “VAMDC Consortium” Foreground will be decided by the Board of Directors on a case by case basis.

9.3 General Principles

Each Party shall carry out its “VAMDC Consortium” activities in accordance with Article 3.1 and with the VAMDC Consortium Regulations and shall bear sole responsibility for ensuring that its acts within the “VAMDC Consortium” do not knowingly infringe third party property rights.

Parties shall inform the Board of Directors through the Executive Director as soon as possible of any limitation to the granting of Access Rights to Background or of any other restriction which might substantially affect the granting of Access Rights.

Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise in writing under the hand of an authorised signatory of the relevant Party.

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by all the Parties.

Foreground and Background shall be used only for the purposes for which Access Rights to it have been granted.

All Access Rights shall be granted upon written request.

The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

The requesting Party must show that the Access Rights are needed.

Section 10: Non-disclosure of information

All information in whatever form or mode of transmission, which is disclosed by a Party (the



“Disclosing Party”) to any other Party (the “Recipient”) in connection with the “VAMDC Consortium” activities during its activity and which has been explicitly marked as “confidential”, or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 days at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure:

- a) not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- b) not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- c) to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- d) 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. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only.

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of employment.

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- a) the Confidential Information becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- b) the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- c) the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- d) the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- e) the Confidential Information was already known to the Recipient prior to disclosure.

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the “VAMDC Consortium” activities as with its own confidential and/or proprietary information, but in no case less than reasonable care.

Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse by any person of Confidential Information as soon as practicable after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court



or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure notify the Disclosing Party, and comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

Section 11: Entry into force, duration and termination

11.1 Entry into force

An entity becomes a Party to this Memorandum of Understanding upon signature of this Memorandum of Understanding by a duly authorised representative.

This Memorandum of Understanding shall enter into force as soon as it is duly signed by at least five (5) of the VAMDC Consortium Full Members, with retroactive effect from November 1st, 2014.

A new Party enters the Memorandum of Understanding upon signature of the Accession document as in attachment 3 by the new Party and the VAMDC Consortium legal representative. Such accession shall have effect from the date identified in the Accession document.

11.2 Duration and Termination

This Memorandum of Understanding is concluded for a period of ten (10) years, automatically renewable annually thereafter. The Board of Directors may decide to terminate the Memorandum of Understanding at any time.

11.3 Survival of rights and obligations

The provisions relating to Access Rights, Non Disclosure of Information, Liability towards each other, Applicable law and Settlement of disputes shall survive the expiration or termination of this Memorandum of Understanding, as agreed in respective articles.

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

Section 12: Responsibilities of Parties

12.1 General principles

Each Party undertakes to take part in the efficient implementation of the VAMDC Consortium activities, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under this Memorandum of Understanding as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.



Each Party undertakes to notify promptly, in accordance with the Board of Directors any significant information, fact, problem or delay likely to affect the VAMDC Consortium activities.

Each Party shall provide promptly all information reasonably required by any Consortium Board or their Chairs.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

12.2 Withdrawal and breach

A Party shall have the right to leave the “VAMDC Consortium” at all time. Termination is permissible in writing at the end of a calendar year with a notice period of six (6) months.

In the event the Executive Director identifies a breach by a Party of its obligations under this Memorandum of Understanding, the Executive Director will give written notice requiring that such breach be remedied within 30 calendar days.

If this does not occur, the Executive Committee may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof. The Board of Directors is entitled to exclude a Member by unanimous decision of all its Members.

Section 13: Liability towards each other

13.1 No warranty

In respect of any information or materials supplied by one Party to another under the VAMDC Consortium activities, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose or as to the absence of any infringement of any proprietary rights of third parties.

The recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials.

13.2 Limitations of contractual liability

No Party shall be responsible to any other Party for punitive damages, indirect or consequential loss or similar damage such as, but not limited to, economic loss, loss of income, loss of profit, loss of revenue, loss of contracts, no matter how arising, whether by breach or by negligence and whether in contract or otherwise.

The exclusions and limitations of liability stated above shall not apply in the case of damage resulting in death or personal injury caused by negligence, damage caused by a wilful act or gross negligence or damage caused by fraud.



The terms of this Memorandum of Understanding shall not be construed to amend or limit any non-contractual liability.

13.3 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations under this Memorandum of Understanding or from its use of Foreground or Background.

Section 14: Amendments to the Articles of the Memorandum of Understanding

The Board of Directors may deliberate on proposals regarding alterations to the Articles of this Memorandum of Understanding only if such proposals have been specially included in the agenda accompanying the invitation to a meeting of the Board of Directors and if all full members are present or represented.

The invitation to the meeting must be dispatched at least one month before the date of the meeting of the Board of Directors.

If all full members are not present or represented, a second meeting may be called which shall take place not less than one month after the first, and which may deliberate whatever the number of members present or represented.

The invitation to this second meeting shall be dispatched one month before the date of this Board of Directors meeting.

No amendment may be adopted unless unanimity of the votes cast, abstentions not included, are in favour of its adoption.

Section 15: Miscellaneous

15.1 Attachments, inconsistencies and severability

This Memorandum of Understanding consists of this body text and
Attachment 1 (Background included/excluded for VAMDC and SUP@VAMDC projects)
Attachment 2 (Background included)
Attachment 3 (Accession document)

Should any provision of this Memorandum Of Understanding become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Memorandum of Understanding. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.



15.2 No representation, partnership or agency

The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. However, the legal representative will act on behalf of the “VAMDC Consortium” whenever decided by the Board of Directors.

15.3 Notices and other communication

Any notice to be given under this Memorandum of Understanding shall be in writing to the addresses and recipients as listed in the most current address list kept by the Executive Committee based on the contact persons in section 16.

Formal notices:

If it is required in this Memorandum of Understanding that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:

Other communication between the Parties may also be effected by other means such as e-mail with acknowledgement of receipt (e.g. Minutes).

Any change of persons or contact details shall be notified immediately by the respective Party to the Chair of the Executive Committee. The address list shall be accessible to all concerned.

15.4 Assignment and amendments

No rights or obligations of the Parties arising from this Memorandum of Understanding may be assigned or transferred, in whole or in part, to any third party without the Board of Directors prior formal approval.

15.5 Mandatory statutory law

Nothing in this Memorandum of Understanding shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

15.6 Language

This Memorandum of Understanding is drawn up in English, which language shall govern all documents, notices, meetings and processes relative thereto.



15.7 Applicable law

All clause of this Memorandum of Understanding affecting the rights and obligations between the Parties shall be construed in accordance with and governed by the laws of Belgium.

15.8 Settlement of disputes

Any dispute, controversy or claim arising under, out of or relating to this Memorandum Of Understanding and any subsequent amendments of this Memorandum of Understanding, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, which cannot be solved amicably within sixty (60) days shall be submitted to the courts of Brussels which shall have exclusive jurisdiction.

Section 16: Signatures

AS WITNESS:

The Parties have caused this Memorandum of Understanding to be duly signed by the undersigned authorised representatives in the day and year first above written.