

Memorandum of Understanding

Between

The European Plate Observing System European Research Infrastructures Consortium (hereinafter referred to as “EPOS ERIC”), established by Commission Implementing Decision (EU) 2018/1732 of 30 October 2018 (Official Journal of the European Union, L288/10), having its headquarter and statutory seat at Via di Vigna Murata, 605 - 00143 Rome, Italy.

on the one hand,

and

EUMETNET SNC (hereinafter referred to as EUMETNET), a network of European National Meteorological Services organised as a General Partnership under the Belgian law, registered under No. 0818.801.249, whose registered office is located at 3, Avenue Circulaire, 1140, Brussels, Belgium. Any reference to EUMETNET in this MoU shall be deemed to include both EUMETNET as a general partnership and its individual members.

on the other hand.

EPOS ERIC and EUMETNET (hereinafter referred to individually as “the Participant” or collectively as “the Participants”) have expressed their mutual desire to cooperate for the purposes of exchanging information and data, sharing solutions and IT innovations to support FAIR data management, fostering user strategies and solutions to address users’ requirements, and working towards the adoption of common standards to facilitate sharing of data products and adoption of open science and open data practices. This desirable collaborative framework is regulated by this Memorandum of Understanding (hereinafter referred to as “MoU”).

Background

EPOS ERIC, the European Plate Observing System, is the European research infrastructure aimed at ensuring sustainable and universal use and re-use of multidisciplinary solid Earth science data and products fostering state-of-the-art research and innovation. EPOS ERIC brings together Earth scientists, national research infrastructures, ICT experts and decision makers to establish and underpin a sustainable and long-term access to solid Earth science data and services integrating diverse European Research Infrastructures under a common federated framework. EPOS ERIC relies on e-science innovation to foster progress in research to support a safe and sustainable society.

EUMETNET is the European network of National Meteorological Services aimed at supporting its members to develop and share their individual and joint capabilities through well-established cooperation Programmes as well as nurturing enhanced networking to effectively address emerging challenges in the changing environment. These include collaborative activities in the field of meteorological observations, data processing and sharing, enhancing capacity for weather- and climate-related services, research and development, and training. EUMETNET also represents its Members as a single point of contact vis-a-vis third Participants, including different European bodies.

Purpose

The purpose of this MoU is to establish a collaborative framework that enables sustained cooperation between the initiatives coordinated by the Participants, focusing on the integration and sharing of data, scientific knowledge, and related products. Through this collaboration, the Participants jointly seek to address global challenges associated with open science and open data, aiming to advance the interests of all prospective users as broadly as possible. This MoU does not constitute a legally binding agreement. The Participants acknowledge that this MoU does not place them under any obligation to enter into any subsequent agreement or arrangement. This MoU is designed to assist and inform the Participants' ongoing discussions.

The Participants agree that:

- Both Participants are currently pursuing FAIR data management endeavors that complement each other, creating the conditions for coordinating and sharing experiences, and skills, in view of optimizing efforts and investments.
- There is a significant potential for enhancing the benefits and optimizing the investments of both Participants' endeavors, through the coordination of the Participants' implementation and operational plans.
- Data and services provided by the two Participants are both of value to their users.
- The cooperation framework is established to:
 - create a forum for the exchange of knowledge related to IT solutions and innovation for FAIR data management;
 - facilitate the exchange of open data through interoperability between the infrastructures coordinated by the Participants where possible;
 - facilitate the adoption of common standards to share open data products and to support open science and open data practices;
 - share user strategies and solutions to address users' requirements from the user community;

Any exchange of restricted data owned by the Participants or its Members would require the prior written consent of the Participant or its Members.

Paragraph 1 - Scope of the MoU

To fully achieve the purpose of this MoU, the Participants will take the following actions:

- establish fora for cooperation at strategic and technical levels, meeting at least once per year; more meetings will be driven by the needs of the community depending on current joint activities;
- identify areas of potential collaborations and establish mechanisms to create synergies to optimize complementarity e.g., from initial discussions, a starting point for this collaboration will be to share knowledge and experiences relating to metadata management, APIs, and connections with data providers;
- share communication strategies to create awareness of the complementarity of the two initiatives in each of the two communities;
- share information about projects and other initiatives of common interests with the perspective to jointly contribute to global challenges;
- investigate opportunities for the development of new components and the adoption of common solutions for the operation of the research infrastructures;
- share efforts for training initiatives.

The above-mentioned actions will be performed according to the work plan (Annex 1) approved by the Participants.

Paragraph 2 - Financing

- 2.1 The collaboration envisaged through this MoU does not involve exchange of funding, either in the form of reimbursement or contribution of funds between the Participants: the Participants agree that each shall bear their own costs for any work under this MoU, save and except as separately agreed in writing. Neither Participant shall have any obligation to make any financial, in-kind or effort contribution unless separately agreed in writing.
- 2.2 This document is neither a fiscal nor a funds obligation document, nor does it supplement existing statutory authorities of the signatories.

Paragraph 3 - Confidentiality

- 3.1 The Participants agree and undertake to keep confidential any information or data that may be exchanged, acquired, disclosed, or shared in connection with any activity conducted pursuant to this MoU save where such information is already in the public domain or is required to be disclosed by any applicable law or regulations, or where the extent of such disclosure is authorized in writing by the other. In case of disclosing confidential information to a third Participant, the third Participant shall commit to respect such confidentiality obligation by signing an agreement with the provisions set in the MoU. The obligations of the Participants under this Paragraph shall continue following the expiry or termination of this MoU.

- 3.2 It is acknowledged that various types of restrictions may exist in relation to confidentiality, such as legislative stipulations and contractual obligations, which may govern the use of data and other materials provided by the Participants.
- 3.3 All requests from third Participants for data or other material shall be handled on a case-by-case basis in a separate agreement in accordance with EPOS ERIC best practice and EUMETNET.
- 3.4 It is acknowledged that the Participants are subject to Freedom of Information legislation (“Legislation”) which may require a Participant to make certain information available to members of the public upon request. Wherever possible, and in accordance with any applicable Code of Practice issued with the Legislation, the Participants will consult with each other before making any disclosure pursuant to the Legislation.
- 3.5 All future work that makes use of, is derived from (in part or in whole), or relies on, information or data provided under this MoU shall also be considered confidential, as per clause 3.1.

Paragraph 4 – Intellectual Property

- 4.1 All Intellectual Property Rights, background technology, know-how, assets, and resources deposited with EPOS ERIC or EUMETNET under this MoU shall and will remain vested in the owning Participant.
- 4.2 Any information derived or created from the information and materials supplied shall be owned by the generating Participant or owned jointly in the case of joint generation.
- 4.3 Each Participant shall enjoy, on a royalty-free basis, access rights to background Intellectual Property of the other Partner, which is brought to the collaboration and is directly related and necessary to the activity carried out under this MoU.
- 4.4 Termination of this MoU shall not affect the rights and/or obligations with respect to Intellectual Property Rights, ownership of any patent, copyright of any publication, and 'right to use' arrangements.

Paragraph 5 - Entry into Force and Duration

- 5.1 This MoU shall enter into force on the date of its signature by the last Participant and will have effect for a period of 3 (three) years from said date. This MoU shall be renewed by signing a new MoU for a new 3 (three) year period under the same conditions. Renewal does not imply any modification or deferment of existing obligations.
- 5.2 Either Participant may terminate this MoU at any time upon 3 (three) months prior written notice to the other Participant giving justifiable reasons for doing so. Activities in progress on the date of such written notice and the rights and obligations ensuing from them shall proceed to completion unless the Participants otherwise agree in writing.
- 5.3 The Participants shall evaluate the implementation of this MoU after it has been in force for 3 (three) years. Based on this evaluation, the Participants may make modifications to better fulfilling the objective of this MoU. Any amendment to this MoU shall be the subject of a written agreement signed by the duly authorized representatives of both Participants.

Paragraph 6 - Nominated Personnel

General communication between the Participants for the purposes of this MoU shall be addressed to:

EPOS ERIC

Carmela Freda

EPOS ERIC Executive Director

E-mail: executive.director@epos-eric.eu

EUMETNET

Klemen Bergant

EUMETNET Executive Director

E-mail: klemen.bergant@eumetnet.eu

Paragraph 7 - General Provisions

- 7.1 A Participant may not assign the rights and obligations arising from this MoU, in whole or in part, without the prior and express written agreement of the other Participant.
- 7.2 In case any provision of this MoU is or becomes void, this does not affect the validity of the other provisions of this MoU or the MoU as a whole. The Participants will undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.
- 7.3 Nothing in this MoU will be construed as creating a partnership or joint venture.
- 7.4 In case of any dispute or difference of opinion between the Participants arising out of or in connection with this MoU, the Participants hereto shall settle it by mutual agreement. Such effort shall be deemed to have failed when one of the Participants so notifies the other in writing. In that case, this MoU shall be governed and construed in accordance with the substantive law of Italy.

Date and Signatures

Date 26/11/2025

Date

Carmela Freda
For and on behalf of EPOS ERIC

Klemen Bergant
For and on behalf of EUMETNET

EPOS ERIC
The Executive Director



ANNEX 1

2026-2028 WORK PLAN

The activities on this work plan focus on maintaining and consolidating the established cooperation between the EPOS GNSS Thematic Core Service (TCS) and the EUMETNET E-GVAP programme, while exploring potential synergies between the EPOS and EUMETNET data infrastructures. Following Art. 1 of the Memorandum of Understanding the following activities are foreseen:

1. Continuation of the EPOS–EUMETNET GNSS collaboration

EPOS and EUMETNET will continue to maintain and strengthen the collaboration established between the EPOS GNSS Thematic Core Service (TCS) and the EUMETNET E-GVAP programme. The following activities are foreseen:

- Maintain regular communication and coordination between the two communities.
- Continue the exchange on GNSS data quality control results.
- Seek shared solutions to challenges related to GNSS station naming.
- Keep mutual awareness of each other's developments to promote coherence and avoid duplication of efforts.

2. Expansion of the collaboration towards data portals and infrastructures

Recognising shared interests in data accessibility and interoperability, EPOS and EUMETNET will explore potential connections between their data portals and related initiatives. Planned actions include:

- Organisation of dedicated meetings between the WMO WIS 2.0 team and the EPOS Platform team to explore the interoperability of both platforms.
- Reflection on data discoverability:
 - Identify which data or metadata holdings from each platform could be of interest to be discoverable through the other platform.
 - Discuss possible mechanisms for cross-linking or referencing datasets while respecting existing data access and licensing conditions.
- Reflection on governance aspects that may arise if closer interconnection between the data portals is pursued.

3. Knowledge exchange and capacity building

To sustain the collaborative framework and mutual understanding between the communities, EPOS and EUMETNET will:

- Facilitate participation of representatives in key community events (e.g., EPOS Days, EUMETNET assemblies) to present ongoing and planned activities under the MoU.
- Encourage informal exchange of best practices on data management, IT infrastructure, and service provision.
- Identify opportunities for joint funding proposals, where appropriate.

The partners agree to jointly review progress during the MoU period and adjust the priorities of this work plan as needed.