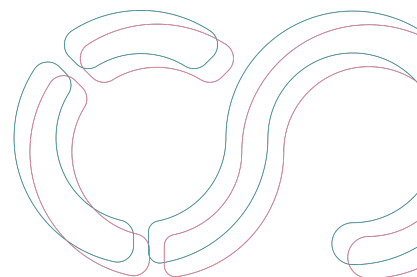


Memorandum of Understanding on Preparing Operational Integration within the Envisaged EOSC Federation

This MoU is a statement of mutual understanding and intent.

It is not legally binding and does not create enforceable rights or obligations.



1 Preamble

This Memorandum of Understanding ('MoU') is entered into between the EOSC Association AISBL (EOSC Association) and EOSC Nodes as Participants (defined in clause 2), acting through the legal or coordinating organisations designated to represent them, and is open for signature by the EOSC EU Node as a potential Participant. Its purpose is to set out shared principles, interim governance arrangements, and operational areas of collaboration that allow the Participants to explore and prepare practical approaches to future service integration and interoperability within the envisaged EOSC Federation. The EOSC Federation is an initiative driven by the EOSC Tripartite Governance (European Commission, EOSC Steering Board, EOSC Association) to create a federated, open, and trusted environment for research data, enabling services and resources to be made accessible across borders and scientific domains in Europe.

At the time of adoption of this MoU, the EOSC Federation is not yet in production mode. It should be noted, however, that the EOSC EU Node, operated by the European Commission, has been providing production services since October 2024 and serves as a central technical and organisational reference point for the envisaged EOSC Federation.

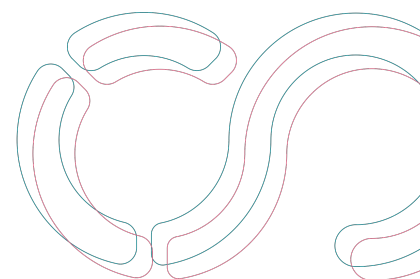
During the current build-up phase, the EOSC Tripartite Governance acts as the overall strategic decision-making body for EOSC Node enrolment, adoption of Federation-wide policies, and development of the future governance structure of the EOSC Federation, in consultation with the EOSC Nodes.

For the purposes of this MoU, the term 'interim phase' refers to the period starting on the date this MoU is put in place in accordance with Clause 11 and lasting until a future binding agreement establishing the operational EOSC Federation is adopted. The term 'build-up phase', used in some EOSC Tripartite Governance documents to describe the exploratory period in which Candidate EOSC Nodes are enrolled while requirements and procedures for the future operational EOSC Federation are piloted, is deliberately avoided here to prevent confusion between activities under this MoU and the wider Tripartite Governance process.

The governance established for the interim phase ('interim governance') under this MoU is intended to provide a coherent framework for collaboration and may replace or absorb activities currently conducted in build-up phase fora, to avoid duplication.

In an initial enrolment round, 13 organisations/consortia were accepted by the EOSC Tripartite Governance as "Candidate EOSC Nodes" and have since contributed voluntarily to testing and preparing the future operational EOSC Federation. A further application round is planned for late 2025, giving additional organisations/consortia the chance to become Candidate EOSC Nodes and participate in these preparatory activities.

For clarity, the term "Candidate EOSC Node" refers to an organisation or consortium that has successfully completed the EOSC Node enrolment process and been positively assessed by the EOSC Tripartite Governance, but that will remain in the Candidate Node stage until the EOSC



Federation becomes operational. Such Candidate EOSC Nodes already meet the defined legal, organisational and technical minimum requirements and are expected to transition to full EOSC Node status once the EOSC Federation becomes operational. Because this MoU applies only during that interim phase, and all participating organisations will in practice hold the status of Candidate EOSC Node, the shorter term “EOSC Node” is used throughout this MoU to refer to them.

Participation in the envisaged EOSC Federation involves a commitment to work towards developing a federation of research data repositories and digital services operated by research infrastructures and other scientific service providers, with the aim of offering researchers and innovators a trusted platform to share and reuse high-quality, FAIR research data, tools, and services across disciplines and borders in Europe. By signing this MoU, EOSC Nodes show their dedication towards these aims. The European Commission and the Member States of the European Union and associated countries to the Horizon Europe programme play a pivotal role as funders and drivers of this EOSC Federation, including through the European Commission’s support for the EOSC EU Node, which provides a central technical and organisational anchor for the Federation’s development.

The Participants acknowledge that this MoU has a strictly interim and not legally-binding character. It is designed to create a practical and cooperative space for EOSC Nodes, the EOSC EU Node and the EOSC Association to collaborate, test operational models, and lay the foundation for an operational model under a future binding agreement governing the envisaged EOSC Federation.

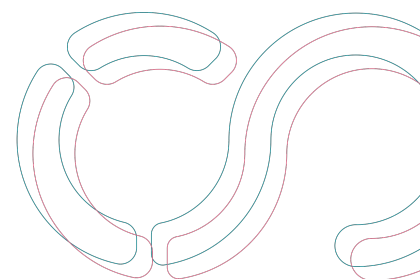
2 Scope

This MoU applies to its signatories, i.e. the EOSC Association, the EOSC EU Node, (if and when it signs the MoU), and the EOSC Nodes, each represented by their appointed signatory organisation where applicable. The EOSC Association, the EOSC EU Node (if and when it signs the MoU), and the EOSC Nodes that have signed this MoU are hereinafter referred to as “the Participants”.

Each EOSC Node, acting through its coordinating legal entity, endeavours to ensure that appropriate internal arrangements are in place within its structure or organisation to promote and uphold the principles and collaborative practices set out in this MoU.

It sets out the mutual understanding of roles and principles for interim collaboration among the Participants, with the sole purpose of testing and preparing practical approaches for the operational integration that may be required under a future binding agreement establishing the envisaged EOSC Federation.

During this interim phase, the Participants aim to establish approaches and frameworks for future service integration, interoperability, and quality assurance, including the application of



FAIR principles, technical standards, and ethical, legal, and social implications (ELSI) expectations.

3 Participation

Participation in this MoU is open to the EOSC Association, the EOSC EU Node, and EOSC Nodes¹.

Each EOSC Node designates one coordinating legal entity to sign the MoU. Participants are encouraged to align with the Federation's expected outcomes, as outlined in the EOSC Handbook, and to engage in collaborative activities, recognising the value of sharing resources, expertise, and best practices.

4 Common principles

Participants acknowledge and seek to align their activities with shared principles underpinning this MoU and the envisaged EOSC Federation, including:

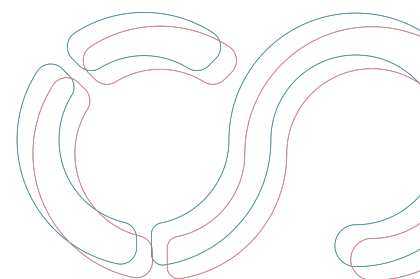
- Openness and transparency in information sharing among the Participants;
- Interoperability and adherence to recognised standards;
- FAIR data principles (Findable, Accessible, Interoperable, Reusable);
- Respect for diversity of approaches and institutional autonomy;
- Commitment to high standards of ethical, legal, and social implications (ELSI), including privacy and data protection, which encompasses responsible data sharing, equitable access, as well as integrity in scientific collaboration.

5 Interim governance structure

The Participants recognise the importance of a transparent and inclusive interim governance to support the objectives of this MoU. For the purposes of coordination and facilitation during the interim phase, aimed at preparing operational integration within a future binding framework for the envisaged EOSC Federation, the Participants intend to operate through the following interim governance structures:

- **Interim EOSC Node Coordinator Committee** – It serves as the main forum for strategic discussion, alignment of priorities, and endorsement of non-binding policies and recommendations.

¹ See definition of an EOSC Node in the Preamble.



It is composed of one appointed representative from each Participant.

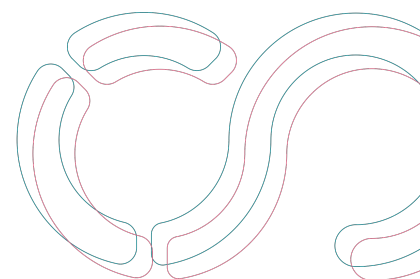
The Chair of the Interim EOSC Node Coordinator Committee may invite experts to attend specific meetings or parts of meetings, where their specialised knowledge is relevant to the Committee's work. Such experts need not represent an organisation that is a signatory of this MoU, and their presence does not involve participation in this MoU.

In addition, up to four representatives of the EOSC Tripartite Governance may be invited by the Chair as guests to attend meetings of the Interim EOSC Node Coordinator Committee, to facilitate alignment between this MoU and the wider EOSC Federation process.

- **Interim EOSC Node Operations Committee** – Formed under the guidance of the Interim EOSC Node Coordinator Committee to address technical matters, with a focus on coordination of service and resource onboarding, advancement of interoperability, monitoring of technical implementation, and developing practices that enable seamless integration of services and resources across EOSC Nodes. Membership is composed of representatives nominated by the EOSC Nodes and Participants not representing EOSC Nodes. Its size and working methods will be reviewed within 18 months by the Interim EOSC Node Coordinator Committee to ensure effective operation and fair representation. The Interim EOSC Node Operations Committee reports updates and proposals to the Interim EOSC Node Coordinator Committee.
- **Interim Working Groups** – Thematic or technical working groups established by the Interim EOSC Node Coordinator Committee to address specific areas and propose recommendations for consideration by the Interim EOSC Node Coordinator Committee. The Chairs of the Working Groups report to the Interim EOSC Node Coordinator Committee.
- **Interim Secretariat** – A coordination support function to provide administrative, organisational, and communication support to the other interim governance structures, including meeting organisation, record keeping, and dissemination of agreed outcomes. The Interim Secretariat will be provided by the EOSC Association who will also maintain the record of signatories and act as the depository for the signed originals of this MoU.

During the interim phase, EOSC Nodes that have successfully completed the EOSC Node enrolment process, as defined in the Preamble, but have not yet signed this MoU may, upon invitation of the Chair of the Interim EOSC Node Coordinator Committee, participate as guests in the activities of the Interim EOSC Node Coordinator Committee and the Interim EOSC Node Operations Committee.

Such guest participation enables early engagement and alignment with the objectives of this MoU and shall continue for a maximum of 12 months from the date of the invitation, unless otherwise agreed by the Interim EOSC Node Coordinator Committee. Any such extension shall remain exceptional and must be duly justified. After that period the organisation representing



the EOSC Nodes must either sign this MoU as a Participant or withdraw from the interim governance. Guests may attend meetings of the Interim EOSC Node Coordinator Committee and the Interim EOSC Node Operations Committee under the same meeting arrangements as other attendees, without acquiring rights or obligations under this MoU.

All interim governance structures

- may define their own internal rules of procedure to organise its work, including arrangements for chairing meetings;
- operate on the basis of consensus and mutual understanding, without creating enforceable rights or obligations for Participants.

6 Roles and responsibilities

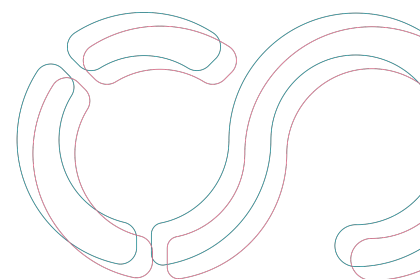
Each EOSC Node is invited, during this interim phase of the preparation of the integration with the envisaged EOSC Federation, to:

- a) Nominate and maintain one appointed representative to the Interim EOSC Node Coordinator Committee;
- b) Nominate one representative responsible for coordinating the Node's technical and service-integration activities and acting as its primary operational contact within the Interim EOSC Node Operations Committee;
- c) Participate actively in governance and operational discussions;
- d) Work towards integrating services and resources in line with the Common Principles (clause 4);
- e) Share relevant information on service status, performance, and developments among the Participants, and, where appropriate, with external stakeholders when this supports the scope of the MoU.

All other Participants will contribute to these activities as appropriate to their roles, including appointing representatives in line with Clause 5, participating in discussions, and sharing relevant information.

7 Operational alignment among EOSC Nodes

The Participants will endeavour to meet agreed operational guidelines, as may be developed and updated during the interim phase to support service and resource integration and interoperability. These evolving guidelines may, for example, cover technical and operational aspects necessary for the secure and reliable day-to-day production of a Node, including service-level expectations, helpdesk arrangements, and data management standards.



8 Funding and resource sharing

This MoU does not create financial commitments amongst the Participants, and each Participant will bear its own costs, nor does it create an expectation of future resource or hosting commitments where funding flows or cost-sharing arrangements are agreed, these are expected to be set out in separate written agreements.

9 Confidentiality

The Participants understand that, in the course of their collaboration under this MoU, they may exchange information that is not publicly available. Each Participant intends to handle such information with due care and in accordance with its own policies and applicable legal or contractual obligations, including data protection obligations where relevant. Invited guests are expected to treat any non-public information shared in meetings with discretion and in accordance with the principles set out in this clause. This MoU does not create any enforceable confidentiality obligations, nor does it replace legally binding instruments such as data processing agreements, which must be agreed separately by the concerned parties where necessary.

10 Dispute resolution

Any disputes arising under this MoU are expected to be resolved amicably through discussion within the Interim EOSC Node Coordinator Committee.

11 Execution, duration and amendments

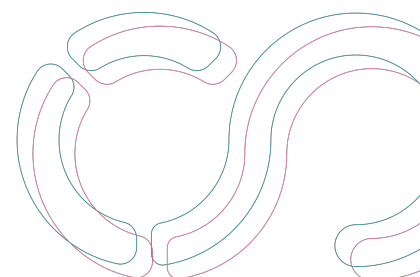
The structures and activities set up in this MoU will be put in place on the date when it has been signed by at least five EOSC Nodes and the EOSC Association.

The MoU will be open for signature and maintained as a single master document held by the Interim Secretariat, which will compile all signed signature pages. Additional EOSC Nodes may become Participants by signing a counterpart of the same document, without affecting the MoU's continued operation.

Participants may withdraw at any time, ideally providing two months' notice.

This MoU does not provide for any fixed duration. It will continue to guide cooperation, during the interim phase, until it is replaced by a permanent governance and operational agreement for the envisaged EOSC Federation or discontinued by mutual understanding of the Participants.

Amendments to the MoU may be introduced by consensus among the Participants.



12 General provisions

This MoU records the mutual intentions of the Participants and is not intended to create legal rights or obligations.

The non-fulfilment of any intention expressed in this MoU does not entitle any Participant to damages, reimbursement of costs or other remedies.

Nothing in this MoU shall be interpreted as creating any agency, fiduciary, or similar authority to act, nor as modifying any other agreement to which a Participant is a party, nor as affecting the privileges and immunities to which any Participant may be entitled under applicable law.

