

## Memorandum of Understanding (MoU)

INSPIRE – European Centre of Excellence on Inclusive Gender Equality in Research & Innovation: Creating Knowledge & Engaging in Collaborative Action

*This memorandum is a base template that can be slightly modified and tailored to better express the needs of the respective Community of Practice (CoP).*

Fundació Universitat Oberta de Catalunya (FUOC), as INSPIRE Coordinator on behalf of the INSPIRE Consortium, and members of the Community of Practice (CoP) [CoP name] jointly referred to as “INSPIRE Coordinator” and “CoP members” have reached the following understanding on [date]:

### **Background**

INSPIRE is dedicated to advancing inclusive gender equality plans and gendered innovations in academia, research, funding organisation, and companies. It fosters collaboration, identifies best practices, and shares lessons learned through Communities of Practice. Serving as Europe's sustainable centre of excellence for gender equality in research and innovation, INSPIRE connects scholars, experts, practitioners, and trainers, enabling resource-sharing and strategic partnerships with public and private institutions within and beyond the European Research Area. Led by leading academics and practitioners, four Knowledge & Support Hubs (KSH) support 12 Communities of Practice in implementing Gender Equality Plans (GEPs) and gendered innovations by promoting innovative practices, tailored training, and pan-European data collection.

### **1. Purpose of this MOU**

The purpose of this Memorandum of Understanding, hereinafter the "MoU", is:

- 1.1. Define the role and commitments of the Consortium and the CoP members.
- 1.2. Confirm that CoP members are interested in being a member of an INSPIRE COP and in receiving support from the INSPIRE Project to carry out a) gender equality actions and/or improve gender mainstreaming in research and teaching; b) gendered innovation policies or implementation of gendered innovations.

### **2. INSPIRE Consortium Commitments and role**

By signing this Memorandum of Understanding, the INSPIRE Consortium commits to

- 2.1. support the activities of the "Communities of Practice" where possible and in particular to provide support in the form of two support packages selected by the CoP, notably by making experts available and by providing access to online resources in the Knowledge Sharing Hub.
- 2.2. In addition, the KSH lead partners will support the CoP facilitator in managing the CoP, if

needed, attend the kick off, conduct the CoP needs assessment, support in defining the objectives and work plan, attend meetings and support processes if the CoP asks for their support.

2.3. The KSH will create exchange opportunities between the KSHs so that CoPs can also benefit from knowledge generation on the topics of the other KSHs. The KSH leaders will keep the CoP informed about relevant activities happening in INSPIRE, enable their involvement in INSPIRE activities and distribute CoP results or outcomes in INSPIRE and beyond.

### **3. INSPIRE Consortium Commitments and role.**

3.1. Members of [CoP name] refer to the institutions signing this MoU, hereinafter "Member" or "Members".

### **4. Commitments and role of CoP members**

4.1. Membership in the "INSPIRE CoP Communities of Practice" is free of charge.

4.2. By signing this Memorandum of Understanding, CoP members undertake to support and contribute to the activities of the CoP, in particular they undertake to:

4.2.1. participate in the CoP needs assessment.

4.2.2. attend the CoP meetings, send a substitute if needed, and execute tasks agreed on in the CoP meetings and noted in the meeting minutes. Each CoP member has a right to start a joint initiative, or suggest organisation of common trainings, lectures, workshops etc.

4.2.3. contribute to the development of a CoP work plan for the life of the CoP within the framework of the INSPIRE Project.

4.2.4. contribute to the fulfilment of the CoP work programme to the best of its ability.

4.2.5. contribute to INSPIRE research tasks and data collection.

4.2.6. participate in INSPIRE events (Co-Creation Workshops, Knowledge and Exchange Events, conferences etc.) when possible.

4.2.7. provide feedback on the use of one or both support packages received from INSPIRE if asked for it.

4.2.8. participate in research activities aimed at evaluating CoP development and learning outcomes.

4.2.9. share lessons learned from institutional change projects or gendered innovation projects and policies.

4.2.10. exchange information and experiences with other institutions that wish to carry out structural changes or gendered and intersectional innovation processes or policies and advance in gender knowledge

and offer mentoring to them.

4.2.11. upload the institutional GEP (when applicable) on GENPORT to become part of INSPIRE's repository.

## **5. CoP Coordination**

- 5.1. The coordination and facilitation of the INSPIRE CoP is organised within the CoP and supported by KSH leaders.
- 5.2. The CoP workplan defines the share of responsibilities among the CoP members.
- 5.3. A CoP representative participates in KSH board meetings which take place at least four times in the runtime of the CoP, acts as a contact person for the KSH to exchange and spread information and is responsible for providing suitable attendees for INSPIRE events and activities.
- 5.4. Each CoP may suggest other forms of coordination not foreseen in this model MoU.

## **6. Admission and Termination of Participation**

- 6.1. The Communities of Practice supported by INSPIRE were selected through a call for proposals process based on their organisational characteristics and their interest and commitment to promoting institutional change for inclusive gender equality and/or implementing inclusive gendered innovations.
- 6.2. Participation in the CoP may be terminated by:
  - 6.2.1. the consensus decision of the CoP, that a member no longer meets the criteria of participation, and/or fails to fulfil its obligations to the CoP, and /or acts in a manner contrary to the aims, objectives or values of the CoP.
  - 6.2.2. the withdrawal of the member. Any member may cease to participate in the CoP and the INSPIRE project by giving written notice to the CoP members and/or the Project Consortium. The notification period is one calendar month.

## **7. Confidentiality**

- 7.1. The parties acknowledge that, in the context of this Memorandum of Understanding and in order to conduct the activities that constitute its objective, each party may have access to or come to know information, data, or knowledge belonging to the other parties, or in any case in its legitimate possession, of a technical, scientific, commercial or any other nature, of a confidential and secret nature ("Confidential Information"). Therefore, each party hereby undertakes:
  - 7.1.1. to use the Confidential Information to the extent and with the means strictly necessary for carrying out the activities covered by the Memorandum of Understanding, and in ways that do not compromise in any way its confidentiality;
  - 7.1.2. not to disclose or make the Confidential Information accessible in any way to any third party, either in whole or in part, directly or indirectly, without first obtaining a written authorization from the disclosing Party;
  - 7.1.3. not to use the Confidential Information, either in whole or in part, directly or indirectly, for purposes other than those provided for in the Memorandum of Understanding;

- 7.1.4. to put in place all appropriate measures to guarantee and maintain the maximum confidentiality of the Confidential Information, as well as exercise due diligence to prevent unauthorized use, or undue internal or external disclosure; and
  - 7.1.5. not to copy, duplicate, reproduce, memorize or record, by every and any means suitable for such purposes, in whole or in part, directly or indirectly, files, deeds, documents, drawings, diagrams, and any other material containing Confidential Information, unless expressly authorised to by the disclosing party;
  - 7.1.6. internally limit access to Confidential Information to those employees, collaborators, or other personnel who, due to specific skills, functions, or tasks, need to know and use the Confidential Information; such disclosure may in any case take place only subject to the condition that these subjects sign a confidentiality agreement with a content that is similar to or in any case not less than that of the Memorandum of Understanding.
- 7.2. The confidential nature of the Confidential Information shall be stated through an appropriate written marking "confidential" or a similar legend; information disclosed verbally or visually shall be identified by the disclosing party as "Confidential Information" at the time of disclosure, and then confirmed by the disclosing party with a written communication to be sent to the receiving party within 15 (fifteen) days of the first disclosure.
- 7.3. Information shall not be considered Confidential Information if:
- 7.3.1. at the time of its delivery or disclosure or thereafter is generally available and belongs to the public domain (except as a consequence of a disclosure that involves a breach of any confidentiality obligation binding the Parties);
  - 7.3.2. can be shown to have been previously known, provided that it was known through legitimate sources of information other than the Disclosing Party;
  - 7.3.3. the Parties mutually agree in writing that it shall not have the character of Confidential Information;
  - 7.3.4. it is disclosed to one of the Parties by a third party entitled to disclose such information, and without any obligation of confidentiality over such information;
  - 7.3.5. becomes public by any means that does not imply the breach of the confidentiality obligations of the Receiving Party (neither by negligence or omission of the Receiving Party);
  - 7.3.6. is or has been developed completely and independently of the Confidential Information by the employees, consultants or agents of the Receiving Party, being able to demonstrate this in accordance with its records, and without implying a breach of the terms of this Agreement or a reference or access to any Confidential Information owned by the Parties.
- 7.4. Each party guarantees that its personnel, employees, consultants, and/or collaborators assigned to carry out the activities covered by this Memorandum of Understanding will maintain confidentiality towards any unauthorized third party with regard to the Confidential Information that they may come to know, as well as with regard to the results generated. To this end, each party agrees as of now to indemnify and hold harmless the other party for any damage or prejudice the latter may suffer in connection with and/or in respect of any violations of the provisions of this article,

committed by the other party and/or its employees, consultants, and/or collaborators.

7.5. The obligations referred to in this article will remain valid for the duration of the Memorandum of Understanding and for a period of 5 (five) years following the date of expiration or termination, for whatever reason, of the same.

## **8. Publicity**

8.1. Within the parameters of the parties' communication strategies, the INSPIRE Consortium can provide an opportunity for the logos of the CoP members to be placed on the project's website with a hyperlink to a page chosen by each CoP member to this MoU. This promotion of the cooperation between the Parties is optional and not mandatory.

## **9. Dispute resolution**

9.1. Any dispute related to the development of the CoP and the execution of this MoU may be brought for resolution to the INSPIRE Project Consortium for resolution.

## **10. Liability**

10.1. Except as provided in Article 7, the Project Consortium and the CoP Member(s) shall have no liability to each other in the execution of this Memorandum of Understanding.

## **11. Duration of the MOU and its Extension**

11.1. This MoU will be effective from the date of the last signature hereto and will be maintained until the end of the INSPIRE project (set for 30. September 2026) and/or until the period of time that each CoP sets for its operation.

11.2. This MoU may be extended at any time by mutual agreement between the INSPIRE Project Consortium and the CoP Members.

## **12. Statement of Intent**

12.1. The parties accept and agree that this MoU is a statement of intent, and is not legally binding on either party, except for clause 7 "Confidentiality".

12.2. It is therefore understood that, by signing this MoU, the Members and the Consortium acknowledge that the success of the project depends on each Member adhering to its provisions.

## **13. Governing law and dispute resolution**

13.1. The parties agree to fulfil their respective obligations in good faith and successfully to conclude each and every negotiation needed to ensure the performance of this agreement to satisfaction of both parties.

13.2. If no agreement is reached, the International Court of Arbitration of the International Chamber of Commerce will settle any disputes arising regarding the interpretation, fulfilment or implementation of any agreements regarding the application of this document. The arbitration will be arbitration in law and the parties agree henceforth to comply with the arbitration decision.

13.3. This document is governed by the provisions of its clauses. Those aspects not provided for herein will be governed by current Spanish law.

## **14. Conflict of Interests**

14.1. The Parties declare that they have adopted all the controls aimed at preventing and hindering the conflict of interests and that they have incorporated these controls into their internal legislation and documentation and therefore undertake to apply these controls if it emerges that the subjects involved in any capacity in the execution of the Memorandum of Understanding report the existence, even apparent, of such a conflict.

## 15. The signatory parties

15.1. The Parties signing this MoU are the following: the legal representatives of the INSPIRE Project consortium; and the legal or authorized representatives of each CoP member institution.

Signed on behalf of [name of CoP member]      Signed on behalf of [name of CoP member]

Place:

Place:

Date:

Date:

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[name]

Managing Director

[organization]

[name]

[function]

[organization ]

Signed on behalf of [name of CoP member]

Signed on behalf of [name of CoP member]

Place:

Place:

Date:

Date:

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[name]

Managing Director

[organization]

[name]

[function]

[organization ]

Signed on behalf of [name of CoP member]      Signed on behalf of [name of CoP member]

Place:

Place:

Date:

Date:

[name]  
Managing Director  
[organization]

[name]  
[function]  
[organization ]

## ANNEX

### INSPIRE Consortium:

Participant No.	Participant short	Participant organisation name	Country
1 (Coord.)	FUOC	Fundació per a la Universitat Oberta de Catalunya	Spain
2 (KSH4)	JR	Joanneum Research	Austria
3 (KSH1)	SDU	University of Southern Denmark	Denmark
4 (KSH2)	UJ	Jagiellonian University in Krakow	Poland
5 (KSH3)	Notus	Notus	Spain
6 (KSH2)	FLACSO	Facultad Latinoamericana de Ciencias Sociales	Argentina
7	EM	Europa Media	Hungary
8	Portia	Portia	UK
9 (KSH1)	RU	Radboud University	The Netherlands
10 (KSH4)	FhG	Fraunhofer ISI	Germany
11 (KSH3)	UH	Hasselt University	Belgium
12 (KSH2)	ZRC-SAZU	Research Centre of the Slovenian Academy of Sciences and Arts	Slovenia
13	GESIS	GESIS- Leibniz Institute for the Social Sciences	Germany
14	INNO	INNOSYSTEMS M.IKE.	Greece

<b>Member No.</b>	<b>Member short</b>	<b>Member organisation name</b>	<b>Country</b>
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