



VAMDC Consortium

Internal Regulations

Version 1.0

1rst May 2015

Foreword

The VAMDC Consortium Internal Regulations serve the purpose of detailing the implementation of identified Articles of the VAMDC Consortium Memorandum of Understanding



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- version 0.2 - 20th April 2015 - Including items following Final Review Report from EU
- version 0.3 - 23rd April 2015
- version 0.4 - 27th April 2015 - Change in CC4 licence
- version 1.0 - 1st May 2015 - Version sent to EU



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Part I: Definitions

(These provisions concern Section 1 of the MoU)

The definitions of Internal Regulations Document and Roadmap Document are provided in "Section 1: Definitions" of the MoU.

The provisions of the Internal Regulations Document and of the Roadmap Document **should always be compliant** with the MoU but are more detailed, as they implement the general provisions of the MoU. In case of conflict on the interpretation of the general Articles of the MoU, the details stated in the latest version of the Roadmap and of the Internal Regulations shall be used to clarify the general meaning of the MoU articles.

Part II: VAMDC Consortium Activities

(These provisions concern Section 2 of the MoU)

The detailed information about the Consortium Activities are provided in the Roadmap Document and the various rules are provided in the Internal Regulations Document.

The Board of Directors is under the obligation from the Final Technical Report Review of the SUP@VAMDC project to safeguard the recommendations made by the EC for a minimum period of three years, starting from May, 1st 2015 and not to take any decisions that could negatively affect the follow-up of the recommendations. This obligation binds the VAMDC Consortium as a whole and not the individual institutes that can terminate their memberships at any time as stated in the MoU.

The Roadmap can only be set aside and/or downgraded in terms of number of activities and/or quality by any and all members in full consensus.

The Roadmap can always be upgraded in terms of number of activities and/or quality by 2/3 majority by the Board of Directors as stated in Art. 4.1.4

Part III: Rules of Engagement

(These provisions concern Section 3: Memberships)

All members as well as third parties, by participating in VAMDC Consortium or VAMDC Consortium activities acknowledge that they will be compliant with EU law and they will respect the principles of transparency, objectivity and non-discrimination.

Rules of Engagement for Full Members

The Definition of Membership for full members is provided in Article 3.1 of the MoU.

- Full Members are the signatories of the MoU VAMDC Consortium or must have signed the Accession Document
- The BoD chair is the contact
- Full Members are part of the BoD
- Full members are part of the S&T Board
- Full Members can attend Technical Meetings
- Full Members can use the "VAMDC brand"
 - They must inform the BoD 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)
- Full members have access to the Consortium resources in order to achieve the goals related to VAMDC Consortium activities, subject to the decision of the BoD.
- Full Members can answer internal calls for support
- Full Members are expected to provide support in cash/in kind (Part VI of IRD)
- Full Members holding resources are bound by the rules of database/service providers if they hold such services

Rules of engagement for Associated Members (non-profit)

The Definition of Membership for associated members is provided in Article 3.2 of the MoU.

- Associated Members must sign the Accession Document
- The BoD chair is the contact
- Associated Members are part of the S&T Board
- Associated Members can attend Technical Meetings
- Associated Members can answer internal calls for support
- Associated Members are not bound to provide support in cash



- Associated Members are bound by the rules of database/service providers if they hold such services. It means that they must sustain their database/service at the appropriate level (Part VI of IRD).

Rules of engagement for Associated Members (profit SMEs, Industry)

The Definition of Membership for associated members is provided in Article 3.2 of the MoU.

- Associated Members must sign the Accession Document
- The BoD chair is the contact
- Associated Members are bound by the rules of database/service providers if they hold such services
- A Fee applies with several levels
 - according to size of Industry
 - according to rights
 - attendance to the S&T Board and Technical Meetings (most expensive)
 - attendance to Technical Meetings only (least expensive)

Rights and Obligations of Members concerning IPR and open access:

- The rights are the Access Rights described in Section 9 of the MoU. They arise from the nature of the licences linked to the products of the VAMDC Consortium as described in Part VI and Part VII of this Internal Regulations Document.
- The Obligations:
 - Members accept to release the software identified by the Board of Directors as core with the GPL3 licence
 - Members accept to release all core configurations files, registry entries, species database entries, with a CC4 by-nc-nd Licence (without derivative works and without commercial use)
- In case of termination of a partner, the nature of the GPL3 license used for core components (see definitions and provisions in Part VII and VIII of this IRD), guarantees the sustainability, since even in the case of conflict, the remaining partners may continue to develop/modify and redistribute the software.
- With the choice of a a CC4 by-nc-nd Licence without derivative works and without commercial use for all core configuration files, registry entries, species database entries, the community will be able to study and understand the functioning of the VAMDC infrastructure, but the ban on producing derivative works insures that nobody may set up an alternate/competitor infrastructure using the VAMDC credentials. This applies in case of termination of a member.

Rules of Engagement for Databases/Services Providers (DSP)

For joining the VAMDC infrastructure the DSP can:



1. Use the VAMDC software for publishing his/her data and/or providing services.
 2. Use his/her own dedicated software solution, provided it respects all the functional and technical VAMDC standards and requirements (<http://www.vamdc.eu/standards>).
- In the first case, the DSP will accept the *conditions of use* and licenses coming with the adopted VAMDC software.
 - In both case, the DSP publishes only public data or data of which he/she holds the intellectual property and/or the diffusion rights. Article D1 of the Disclaimer applies
 - Prior any public release of the database/Service, the provider (scientific contact) accepts the technical by law (Part XI of this IRD). This technical by law governs the quality of the e-infrastructure.
 - The acceptance of the database/Service in the VAMDC e-infrastructure is subject to the authorization from the Board of Directors.
 - In a second step, the database/service providers can apply to join the VAMDC Consortium primarily as full members, otherwise as associated members
 - Normal User Interface and web-presence of database or service should mention the fact that the resources are in VAMDC e-infrastructure (VAMDC Consortium logo presence). They should indicate their membership status, if any. They should provide information about the owner of the database/service.
 - Any service/database that did not receive authorization from the Board of Director cannot enter the VAMDC e-infrastructure and cannot use the VAMDC name and logo.

Rules of engagement with data providers

- Data providers provide their data within databases of the VAMDC e-infrastructure
- VAMDC engages itself to advertise via its communication channels the "citation policy" enforcing the citation of the original authors of the datasets that are found, queried, retrieved through VAMDC and used in subsequent publications.
- The data will be handled by the individual databases under the responsibility of its host institution
- Article D1 of the Disclaimer applies (Part IX of IRD)

Rules of Engagement for users of our services

- Data Citation Policy applies (Part IX of IRD)
- Article D0 of disclaimer applies (Part IX of IRD)
- Article D3 of disclaimer applies (Part IX of IRD)
- Article D5 of disclaimer applies (about Citation Policy, (Part IX of IRD))



Rules of Engagement for users using our software on their machine

- Data Citation Policy applies (Part IX of IRD)
- Article D0 of disclaimer applies (Part IX of IRD)
- Article D3 of disclaimer applies (Part IX of IRD)
- Article D2 of disclaimer applies (Part IX of IRD)
- Include a rule of engagement corresponding to D2
- Acceptance of licencing Policy and copyright applies (Part VII of IRD)

Rules of Engagement for Industry

- Industry is allowed to use our products and services to develop commercial products under the conditions of the associated licences.
- If an industry wishes to use another licence, the chair of the BoD should be contacted in order to solve this issue. Indeed the VAMDC products and services have Intellectual Property Rights that are not homogeneous, and sometimes shared among VAMDC Consortium Members. The BoD will consult its Legal Committee on those matters.
- VAMDC members may provide expertise to support industry to develop commercial products. Interested companies may contact the Board of Directors to request such support, and the BoD will dispatch to the most relevant partner.
- If VAMDC Consortium wishes that a company commercializes a product or a service for VAMDC, an open international procedure will be put into place. We shall run calls to invite companies to tender, indicating our terms and our expectations. Then we shall select the company or companies that meet the call; and then we shall establish the relationship with that company (ies). All selected companies shall be compliant with the EU laws.
- All confidentiality matters are handled at the proper requested level with the « VAMDC consortium » partner establishing the partnership.

Rules of Engagement for Publishers

- The Chair of the Board of Director is the contact
- VAMDC Consortium wishes that referees enforce our citation policy.
- VAMDC Consortium will support for data citation when possible.
- Services can be provided on the basis of the Rules of Engagement for Industry



Section IV: Governance structure

(These provisions concern Section 4 of MoU)

The Legal Representative (provision of Art. 4.1.1 of MoU)

In no event shall the Legal Representative be liable to any members or third parties for the actions taken by the Legal Representative when empowered by the Board of Directors on a specific task. Members of the VAMDC Consortium acknowledge that they will not take any legal action towards the Legal Representative in such case.

In no event shall the Legal Representative be liable for actions taken by members of the VAMDC Consortium.

The VAMDC Consortium Scientific and Technical Board

The Scientific and Technical Organisation will be handled in the Scientific and Technical Board supported by Working Groups (WG) whenever necessary.

1. Composition

The Scientific and Technical Board is composed of the most prominent technical and scientific people actively involved in the VAMDC activities. Each full or associate member will name one to 3 people who would be part of this Board. Members of the S&T Board gives a notice of 6 months if they plan to leave without replacement.

2. Chair

The Chair of the S&T Board is presently the executive director of the Consortium and this definition might be reviewed at any time if the load of work becomes too high. The Chair makes sure that the decision of the BoD are implemented and is the link between the BoD and the S&T Board. The chair proposes creation or closure of WGs to the BoD at the start of each calendar year and at any other time if necessary. The chair is in charge of the quality procedures within the VAMDC e-infrastructure.

3. Organisation

The range of actions that S&T Board members agree to carry out within the network is identified at the start of the calendar year and the chair contacts the relevant people whenever necessary.

In general the existing VAMDC products should have a maintenance volunteer, and the consortium records these volunteers formally, so they can be acknowledged. Organizations or individuals taking maintenance responsibility are expected to line up a successor if they have to drop out. They should inform the S&T board about that issue 6 months in advance and a new maintainer will be named.



For certain critical facilities - portal, registry, central website, species database and any other items that might be selected as such - the maintenance successor should be arranged from the start, and the primary maintainer should start training the successor when they first take responsibility.

The responsibility of some general tasks are assigned at the start of each calendar year:

- maintenance of the monitoring systems
- maintenance of the general website: content and upgrade
- communication networks
- maintenance of the VAMDC portal
- maintenance of registries
- leadership for upgrade of standards

Other Tasks :

- software/libraries are maintained by the owner following quality rules, i.e. packaging with documentation, technical notice, user guides, versioning, licencing, copyright
- tutorials are maintained by the people in charge of the software
- maintenance/upgrade of the nodes are under the responsibility of each node
- validation of data is under the responsibility of a group that will handle the link between the validation/evaluation networks/groups and the VAMDC Consortium
- contacts for including new comers: dispatched to node leaders and to identified persons
- coordinated actions towards users performed by individuals on the basis of their personal interest.

4. Functioning

The S&T Board will function through a collaborative distributed project management system (presently REDMINE) where every project will be recorded, through its mailing list, through teleconference using Adobe Connect (sharing documents) whenever needed and through technical/scientific meetings that will be organized as needed. The pace of teleconferences and meetings will be planned at the start of each calendar year. The Chair will follow the progresses through REDMINE and through the key people who are put into place. If some specific larger projects are put into place, an adequate organisation will be put into place.

The VAMDC Consortium Administrative Committee

The VAMDC Consortium Administrative Committee is composed of three members: one comes from the Legal Representative and two members from the full members.



The Administrative Committee is named for the time of office of the Legal Representative.

The administrative Committee will deal with the obligations as set out in the grant agreement of the SUP@VAMDC project and its annexes, in particular as stated in Annex II General Conditions under [Part B. Financial provisions, Section 3 Controls and Sanctions]. The committee will ensure access by the auditors to the relevant information for a period of five years after the end of the project SUP@VAMDC, i.e. up till 30th November 2019.

The VAMDC Consortium Legal Committee

The VAMDC Consortium Legal Committee is composed of three members: one comes from the Legal Representative and two members from the full members.

The Legal Committee is named for the time of office of the Legal Representative.

The Legal Committee will deal with the obligations as set out in the grant agreement of the SUP@VAMDC project and its annexes, in particular as stated in Annex II General Conditions under [Part C. Intellectual property rights]. The committee will handle all matters related to IPR, to foreground, to obligations with respect to dissemination activities and will act as an initial mediator within the VAMDC Consortium.

For all disputes, controversy or claim especially related to Background, Foreground, Confidentiality and Access Rights, the Board of Directors shall convene its legal committee to offer a recommendation.



Part V: The “VAMDC” brand

(These provisions concern Section 5 of MoU)

Copyright

Only full members or authorized parties can use the "VAMDC Brand" for publishing data, databases, software or for providing services. The use of VAMDC, SUP@VAMDC, VAMDC Consortium logos and trademarks will be decided by the Board of Directors.

Dispute

In case of dispute amongst parties and related to the "VAMDC Brand", the procedures cited in Article 15.8 of MoU apply.

In case of dispute with third parties about the "VAMDC Brand", the Board of Directors delegates all legal actions to the Legal representative of the VAMDC Consortium. If costs are incurred, those will be supported by an additional “VAMDC Consortium” subscription whose amount will be decided by the Board of Directors.

Participation in projects involving the "VAMDC Infrastructure"

Involving the "VAMDC Infrastructure" means:

- having an impact on the maintenance, upgrade and monitoring of the infrastructure that would impact any Party of "VAMDC Consortium".
- using the "VAMDC brand" in projects.

Rights and Functioning

The Board of Directors has the sole authority to decide upon participation in projects involving the "VAMDC Infrastructure".

Every year, and revised at other times if necessary, the Board of Directors will define the VAMDC Consortium strategy with respect to answers to calls. The Board of Directors must be informed as soon as possible and at least thirty (30) days before the deadline for any grant submission.

Parties involving the “VAMDC Infrastructure” benefit from the VAMDC and SUP@VAMDC Background brought by all other Parties. Therefore Parties engaging the “VAMDC Infrastructure” are expected to strengthen the VAMDC infrastructure and the “VAMDC Consortium” Activities through those contracts. The means of doing it, such as possible access rights to foreground, financial compensation, and any other means, will be negotiated with the Board of Directors, through its Legal Committee (see Part IV of IRD) when the Party presents its request to use the “VAMDC Infrastructure”.



Legal Representative

The VAMDC Consortium will delegate to its legal representative the representation of the VAMDC Consortium, protection of the "VAMDC" brand, certification of the "VAMDC brand" upon decision of the VAMDC Consortium board of director.



Part VI: Financial Provisions

(These provisions concern Section 6: Financial Provisions)

The Financial provisions are the following:

- 3kEuros per full member and per year for full members having no resources tagged "VAMDC"
- 1 person-month per year for all other members. This applies to associated members when they hold services/databases in VAMDC. This is the minimum estimated in order to sustain a service/database within VAMDC.

Part VII: Licences

(These provisions concern Sections 7, 8, 9 of MoU)

The Access Rights to the products of the VAMDC Consortium are provided in Section 9 of the MoU. Those rights arise from the nature the licences chosen for the core and non-core components of the infrastructure. The list of those components is provided in Part VII of this IRD.

The adopted licences for the components are:

- A GPL3 license for the core software products. We considered core components all the software crucial for operating the infrastructure (in other words, a software is considered core if, without it, the VAMDC infrastructure cannot work).
- A creative Commons 4 license CC4 by-nc-sa, [allowing derivative works, but without commercial use and with the obligation to publish the derived work with the same licence (<https://creativecommons.org/licenses/by-nc-sa/4.0/>)] for all the tutorial materials. This particular choice aims at encouraging the widest possible dissemination of the VAMDC culture, while increasing the quality of the training supports.
- A creative Commons 4 license (CC4 by-nc-nd), [avoiding derivative works and commercial use (<https://creativecommons.org/licenses/by-nc-nd/4.0/>)] for all the configuration files of the infrastructure, database schema, content of registries and document defining standard.
- For all the software products, which are non-core components, the owners may arbitrarily decide to adopt any license (free or proprietary).

Part VIII: Core and non-core components of VAMDC e-infrastructure

(These provisions concern Sections 7, 8, 9 of MoU)

Components of the VAMDC e-infrastructure are divided into two categories: "core" and "non-core" components.

Core components are the software, documents, configuration files that are tagged VAMDC and are crucial for operating the infrastructure.

Non-core components are software, documents, configuration files that are tagged VAMDC, but are not essential for running the infrastructure.

- A given software may be considered *core*. In this case, according to Part VII of IRD, its owner(s) shall guarantee that it is released using a GPL3 licence.
- A given documentation or a configuration setup may be considered *core*. In this case, according to Part VII of IRD, its owner(s) shall release it under a CC4 license.

Hereafter, the acronym CSTB stands for Chair of the scientific and technical board

Tableau 1 List of software product

Product Name	Ownership	Main authors	License administrator	License	Community status	Contact
VAMDC portal GUI	80% Paris 5% UCAM 5% UCL 5% OU 5% Koeln	Paris Observatory	Paris Observatory	GPL3	Core	CSTB
SpectCol	100% Paris	Paris Observatory	Paris Observatory	GPL3	Not core	CSTB and/or CTQWG
Django Node Software	95% UU (Marquart, Griatch) 1,8% Cambridge (Rixon) 1.7% UCL (Hill) 1% Paris 0.2% koeln (Endres)	UU (Marquart)	UU	GPL3	Core	UU (Marquart)
Java Node Software	100% Paris Obs.	Paris Observatory	Paris Observatory	GPL3	Core	CSTB
TAP Validator	100% Paris Observatory	Paris Observatory	Paris Observatory	GPL3	Core	CSTB
VAMDC Taverna Plugin	100% MSSSL/UCL	Kevin Benson	Kevin Benson	GPL3	Not Core	Kevin Benson

	(Kevin Benson)					
Dictionary Software	100% UU (Marquart)	UU (Marquart)	UU	GPL3	Core	UU (Marquart) and/or CSTB
XSAMS Processor "applyXSL"	100% UU (Marquart)	UU (Marquart)	UU	GPL3	Core	UU (Marquart)
XSAMS2Sme Processor	50% UU (Marquart) 50% Cambridge (Rixon)	UU (Marquart)	UU	GPL3	Not Core	UU (Marquart)
Linespec Processor	50% UU (Marquart) 50% Cambridge (Rixon)	UU (Marquart)	UU	GPL3	Not Core	UU (Marquart)
XSAMS to HTML Atomic spectroscopy processor	100% Paris Obs.	Paris Obs	Paris Obs.	GPL3	Not core	Paris team
XSAMS to HTML Molecular spectroscopy processor	100% Paris Obs.	Paris Obs	Paris Obs.	GPL3	Not core	Paris team
XSAMS to HTML Collisional data processor	100% Paris Obs.	Paris Obs	Paris Obs.	GPL3	Not core	Paris team
XSAMS Processor for spectral synthesis (upcoming)	100% UU (Marquart, Piskounov)	UU	UU	GPL3	Not Core	UU (Marquart)
Xsams2Bibtex	100% UCL (Rixon)	UCL	UCL	GPL3	Not Core	G. Rixon
XSAMSMerger	100% UCL (Rixon)	UCL	UCL	GPL3	Not Core	G. Rixon
Query Builder	100% Paris Obs	Paris Obs	Paris Obs	GPL3	Core	Paris team
Python Modules	100% Koeln (C. Endres)	Endres	Koeln	GPL3	Not Core	Endres

Tableau 2 : List of documents (standards and tutorials)

Product Name	Ownership	Main authors	License administrator	License	Community status	Contact
Tutorials	Equally distributed between members	Not applicable	Paris Observatory	CC4 by-nc-sa	Core	CSTB
Content and configuration files of the registries	Equally distributed between members	Not applicable	Paris Observatory	CC4 by-nc-nd	Core	CSTB

Content and configuration files of the Species Database	Equally distributed between members	Not applicable	Paris Observatory	CC4 by-nc-nd	Core	CSTB
Document defining standard VSS2	Equally distributed between members	G. Rixon, Nenadovic, Doronin	Paris Observatory	CC4 by-nc-nd	Core	CSTB
Documentation defining the Dictionary keywords	Equally distributed between members		Paris Observatory	CC4 by-nc-nd	Core	CSTB

The document defining XSAMS standard is a particular case. Its ownership is shared with IAEA and an external agreement is needed for stating about the licenses and the ownership percentage.

More generally, all the configuration files needed for running third part software (e.g. the Nagios monitoring, ...) standard copyright holds and a CC4 by-nc-nd licence.



Part IX: Terms and Conditions

(These provisions concern all Sections of MoU)

Document "Terms and Conditions" contains:

1. Disclaimers
2. Policy Citation

Disclaimers

D0: General Disclaimer

The VAMDC Consortium and its activities are based upon a high trust model within an academic environment. In case of an (alleged) infringement of any right of third parties, the Consortium should be contacted in writing in order to discuss the issue. In order to minimize the risks it should be clarified that the Consortium shall not provide any guarantee and/or warranty with respect to a fitness-for-purpose and furthermore that the Consortium shall not indemnify any party for any (alleged) infringement of any rights of third parties (including but not limited to intellectual and industrial property rights and/or rights of confidentiality).

D1: Disclaimer for parties providing data, databases, services via the VAMDC infrastructure (it may includes full and associated members of third-parties wishing to share their data and/or algorithms/processing through the VAMDC infrastructure):

By joining the VAMDC infrastructure the party accepts that this infrastructure may be used only

- for sharing data or providing algorithms/processing
 - which are already public *or*
 - of which the party holds the intellectual property and/or the diffusion rights.

The party is fully responsible for the diffusion of the data and/or algorithms/processing he/she puts into the infrastructure and accept that VAMDC cannot be held responsible for the publication through its infrastructure of private/protected data and/or algorithms/processing.



D2: Disclaimer for all parties using software released by VAMDC (this could be consortium members using the consortium common libraries or final users running the software distributed by VAMDC for accessing and/or processing the data contained into the infrastructure):

- For GPL3 software (we just cite the related disclaimer)
 - This program is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU General Public License for more details.
- For Software distributed with other licenses, and without a business/commercial goal.
 - This software is provided free of charge by VAMDC. In no event shall VAMDC be liable to any party for direct, indirect, special, incidental, or consequential damages, including lost profits, arising out of the use of this software and its documentation, even if VAMDC has been advised of the possibility of such damage.

D3: Disclaimer for final users accessing the data and or running online services/processing (this disclaimer should be applied to all the web services provided by VAMDC in any form (TAP services, online code, etc)).

- **Services "AS IS"**
 - VAMDC strives to provide high quality Services, but there are certain things that we can't guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, VAMDC MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS." WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- **Limitation of Liability**
 - TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL VAMDC BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT VAMDC HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE;
- **Termination**
 - You're free to stop using our Services at any time. We also reserve the right to suspend or end the Services at any time at our discretion and without notice. For example, we may suspend or terminate your use of the Services if you're not complying with these Terms, or use the Services in a manner that would cause us legal liability, disrupt the Services or disrupt others' use of the Services.
- **Resolving Disputes**
 - *Let's Try To Sort Things Out First.* We want to address your concerns



without needing a formal legal case. Before filing a claim against VAMDC, you agree to try to resolve the dispute informally by contacting support@vamdc.eu. We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 15 days of submission, you or VAMDC may bring a formal proceeding.

- *We Both Agree To use mediation.* You and VAMDC agree to resolve any claims relating to these Terms or the Services with mediation through the VAMDC Consortium "Legal Committee".
- **Entire Agreement**
 - These Terms constitute the entire agreement between you and VAMDC with respect to the subject matter of these Terms, and supersede and replace any other prior agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third party beneficiary rights. By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised Terms.
- **Waiver, Severability & Assignment**
 - VAMDC failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. VAMDC may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.
- **Modifications**
 - We may revise these Terms from time to time, and will always post the most current version on our website. By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised Terms.

D4: Disclaimer for using the VAMDC Brand

Members of the VAMDC Consortium are not liable for the activities and the results resulting from the use of the "VAMDC brand".

D5: Disclaimer for users retrieving data from the e-infrastructure

THE VAMDC Consortium is not liable for users of data or databases not applying our Citation Policy.



Policy Citation

You commit to cite the authors of the specific datasets you may use for realizing any published work, the databases publishing those datasets and the VAMDC Consortium.

- Citation of data should be done via normal reference from Journals and DOI of datasets when such DOI will be implemented
- Citation of databases should be done via citing the Name of the database, the URL of the database and the reference provided by the database to cite it
- Citation of VAMDC Consortium should be done via citing both its Name: "VAMDC Consortium" and the URL: "<http://www.vamdc.org>"

Part X: Dissemination

(These provisions concern Sections 7, 8, 9, 10 of the MoU)

Confidentiality linked to Background

At the time of signature of the MoU, there is no confidential agreement concerning access rights on Background listed in Attachements 1 and 2 of the MoU

New members acknowledge that they try to do their best effort to avoid declaring confidential background in order to facilitate and respect the implementation of the VAMDC Consortium activities.

In case of unforeseen confidentiality issues linked to Attachement 1, 2 and 3, the issues will be resolved through the mediation of the VAMDC Consortium "Legal Committee" (see Part III of IRD).

Publication

Dissemination activities including but not restricted to publications and presentations shall be governed by the rules set by the Board of Directors.

The Parties acknowledge their common interest in publishing the Foreground to obtain recognition within the scientific community and to advance the state of scientific knowledge in their scientific field.

The Party(ies) wishing to make a publication that explicitly represents the VAMDC Consortium will provide a copy of such proposed abstract or publication manuscript (and a reasonably detailed description of any such oral presentation or other public disclosure) to the Board of Directors by writing to the Chair of the Executive Board at the earliest practicable time, but in any event within the following time frames:



- at least thirty (30) calendar days in case of any proposed submission for publication of any manuscript or,
- fifteen (15) calendar days in case of any presentation or other public disclosure date (abstract submission).

Save as provided below, the Board of Directors may comment upon, and may change, the conclusions and content of any such publication or presentation. Each of the Full Members is however entitled to request that its proprietary confidential information, Background and/or Foreground be deleted from any such publication or communication. Each of the other Parties may also request, by presenting strong arguments, to delay the publication up to ninety (90) additional calendar days to allow for the filing of a patent application.

The Party objecting a publication has to show that its legitimate interests will suffer disproportionately great harm and shall include a request for necessary modifications.

If an objection has been raised the Board of Directors will decide whether the objection is made on justified grounds and shall find an agreement between the involved Parties through the VAMDC Consortium "Legal Committee".

Publication of another Party's Foreground or Background

For the avoidance of doubt, a Party may not publish Foreground or Background of another Party, even if such Foreground or Background is amalgamated with the Party's Foreground, without the other Party's prior written approval and following the approval of the Board of Directors.

Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree that includes their Foreground or "VAMDC Consortium" Background. However, confidentiality and publication clauses have to be respected and the approval of the Board of Directors must be sought

Use of names, logos or trademarks

Nothing in this Memorandum of Understanding shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

Part XI: Technical by Law

(These provisions concern Section 3 of the MoU and Part III of IRD)

Introduction

This section presents the Technical Rules that should be respected by every member of the VAMDC consortium. It explains the conditions one has to satisfy in order to share data through the VAMDC infrastructure and/or to provide services based on the VAMDC infrastructure or standards. Those Technical Rules apply to all "VAMDC" tagged products as defined in the Memorandum of Understanding (Section 5).



This document is only focused on duties. The related rights are explained in the documents ruling the consortium, i.e. the Memorandum of Understanding and other parts of the "Internal Regulations Documents".

Duties for data and/or service provider

The term "service" stands here for processing imbedded into web services and/or standalone software, based on VAMDC infrastructure and/or on VAMDC standards.

Each entity, structure, organization (hereafter designed as **Data/Service provider (DSP)**) wishing

- to share its atomic and molecular data using the VAMDC infrastructure, or
- to provide processing based on the VAMDC infrastructure or standards

must satisfy the requirements detailed hereafter and follow the quality chart described hereafter.

1. Manager designation

The DSP will designate a scientific manager and a technical manager (A same person may have the two roles). The scientific manager will be in charge of data quality. The technical manager will be in charge of the computer-science aspects and will be the point of contact for the service quality. These two managers will be the points of contact for the S&T Board and its chair.

2. Documentation required for data integration and/or providing services

In the VAMDC consortium the S&T Board defines a set of documents/procedures that rule the quality of the VAMDC infrastructure. The Board of Director will validate the quality procedure.

The DSP must comply with the consortium quality procedure and will always maintain the required documentations up to date. The S&T Board will regularly check the adequacy between what is documented and the operational reality.

3. Support to new DSP

The first level of support to new data-providers is based on *sponsorship*: the documents (see section 2.3) provided by a new data-provider will allow the identification of a VAMDC Consortium partner that has similar scientific and technical issues. This senior DSP may then assist the new one in deploying the VAMDC node.

Indeed every DSP, within its own limits and capabilities, is encouraged to help newcomers working in collaboration with the S&T Board.



4. Evolutions of the VAMDC software component

Small software and/or standards upgrades impacting the infrastructure, the existing services and/or the data-nodes must be quickly adopted by the data-provider. Their managers will coordinate the deployment of the new versions and will take care of the evolution of all the documentation produced, according to necessary changes. The S&T Board will supervise every evolution. Large software and/or standards upgrades will only occur through a vote of the Board of Directors that will manage how those changes could be handled at the different nodes, taking into account the local level of resources.

5. Technical Defaulting Party

This section recalls the conditions for the exclusion from the VAMDC infrastructure of a DSP.

A data provider might be excluded if he/she:

- Refuses to accept the conditions for data sharing (*see Rules of Engagement of DSP in Part III of IRD*)
- Refuses to follow the quality procedure.
- Refuses to adopt the software and/or standard updates or refuse to update the documentation after software/technical updates.

Each defaulting party will be notified by the S&T Board to the Board of Directors that will discuss the issue with the defaulting partner.