

| Ver. 1 | Initial version | |
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| Ver. 1.1 | Revision after initial review from an OM. | |
| Ver. 1.1.1 | Link to Org. Member process document added. | |
| Ver. 1.2 | Clarified OM vs. individual member | |
| Ver. 1.3 | Clarified duration of membership and renewal. | |
| Ver. 1.4 | Re-clarified timing and payment schedule of membership. | |
| Ver. 1.5 | Softened the requirements of members a bit in response to Council | |
| Ver. 1.6 | Modified in response to legal review to limit liability | |
| Ver. 1.7 | Pre-final version (minor editing comments) | |
| Ver. 1.8 | Final version | |
| Ver. 1.9 | Amended version (Correction on duration) | |
| Ver. 2.0 | Changed invoicing period to match calendar year | |
| Ver. 2.1 | 2018 updates | |
| Ver. 2.2 | 2021 updates, alignment with website content | |

Research Data Alliance Organisational Subscription Agreement

Version 10 November 2021

| 6 | Subscription agreement effective | by and between the Research Data Alliance |
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| 7 | (RDA) and | (the "Organisational Subscriber") whereby |
| 8 | the Organisational Subscriber wishes to officially partic | ipate in the RDA as an organisational entity. |

Goals of RDA

The RDA is a distributed, volunteer member organisation supported by the RDA Foundation, a Charity registered in England and Wales. The Research Data Alliance enables data to be shared across barriers through outputs developed by focused Working Groups and Interest Groups, formed of volunteer experts from around the world and drawn from academia, private sector and government. The RDA has a grass-roots, inclusive approach covering all data lifecycle stages, engaging data producers, users and stewards, addressing data exchange, processing, and storage. It has succeeded in creating the neutral social platform where international research data experts meet to exchange views and to agree on topics including social hurdles on data sharing, education and training challenges, data management plans and certification of data repositories, disciplinary and interdisciplinary interoperability, as well as technological aspects. The goal of the RDA is achieved through the development, adoption, and deployment of infrastructure, policy, practice, standards, and other deliverables. The emphasis of the RDA is the adoption and deployment of technology and



- 22 infrastructure, rather than research and development of new technology or infrastructure that is
- 23 undertaken in other projects.
- To effectively facilitate the achievement of this goal, the RDA adopts the following Guiding Principles.

25 **Guiding Principles of the RDA:**

- **Openness** Individual membership is open to all interested individuals who subscribe to the RDA's Guiding Principles. RDA community meetings and processes are open, and the outputs of RDA Working Groups are publicly disseminated;
- **Consensus** The RDA moves forward by achieving consensus among its membership. RDA processes and procedures include appropriate mechanisms to resolve conflicts;
- **Inclusivity** The RDA seeks to promote broad, balanced and inclusive representation of its membership and stakeholder communities;
- Harmonization The RDA works to achieve harmonization across data standards, policies,
 technologies, infrastructure, and communities;
- **Community-driven** The RDA is a public, community-driven body constituted of volunteer members and organisations, supported by the RDA Secretariat;
- Non-profit and Technology-neutral the RDA does not promote, endorse, or sell commercial products, technologies, or services and the development of open and re-usable recommendations and outputs within the RDA is mandatory.
- 40 These guiding principles underlie and steer the conduct and evolution of the organisation.

41 Organisational Subscription

- 42 Organisational Subscribers of RDA may be R&D agencies, for-profit companies and non-profit
- 43 foundations, community organisations, libraries, institutions, or any other organisation that has an
- 44 interest in furthering the goal of the RDA and subscribes to the RDA Guiding Principles. Organisational
- 45 Subscribers provide an organisational perspective on the work of RDA, influence its direction and assist
- 46 in the implementation and adoption of RDA Recommendations and Outputs of the RDA Working
- 47 Groups. Organisational Subscribers designate a representative who speaks on behalf of the
- 48 organisation. In contrast, individual members of the RDA do not represent their organisation and do
- 49 not have voting rights in the Organisational Assembly.

Organisational Subscribers have the right to and benefit from:

- Participating in all RDA Organisational Forums.
- Receiving regular, customised updates on the work of the RDA.
- Attending Organisational Assembly meetings and voting on proposed policies for consideration by
- the RDA Council and for members of the Organisational Advisory Board (OAB), with one vote per
- Organisational Subscriber. Organisational member views are represented on Council through the
- 56 OAB co-chairs.

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• Providing advice to Council through the Organisational Advisory Board.



- Being recognised on the RDA Website and at RDA Meetings as a supporter of data sharing and
 interoperability.
- Influencing the RDA work and directions on data sharing and interoperability in their sectors, 61 markets and geographies
- Communicating open job positions in your organisation to whole RDA community
- Early bird reduced RDA plenary registration fee for all Organisational Members extended through to the start of the plenary
- Having the opportunity to act as early adopters of RDA Recommendations and other Outputs
- Exchanging news, strategies and policies across regions.

67 **Organisational Subscribers should:**

- Work towards the aims of the RDA and subscribe to the RDA Guiding Principles.
- Contribute financial support to the RDA at a level defined in the published fee structure for the term of their membership.
- Participate in the Organisational Assembly.
- Generally adhere to the "Norms for contributing to and using RDA products" when contributing to the development, review, and implementation of formal RDA Recommendations.
- 74 Further details on the benefits of Organisational Membership, as well as the initial policies governing
- 75 the Organisational Assembly and Advisory Board, are described in the RDA Organisational
- 76 Membership Processes Document (http://dx.doi.org/%2010.15497/2921FEB4-B68B-452D-AC5A-
- 77 6B90B22E4C91.

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Remuneration and Term of Membership

- 79 The Organisational Subscriber agrees to pay an annual membership fee to the RDA Foundation
- 80 according to the schedule and terms in the Organisational Membership Processes Document.
- 81 Subscription runs for a calendar year and is automatically renewed annually upon payment of the
- annual fee. Organisational Subscribers may join at any time. First year dues are prorated by quarter if
- 83 the Organisational Subscribers joins during the membership year. Payment is due within 45 days of
- the corresponding invoice issuance.
- 85 The Organisational Subscriber may terminate this Agreement at any time by providing 30-day
- advance, written notice to the RDA Secretary General¹. No refunds will be provided.
- 87 Council approves and removes affiliate members and delegates the decision on organisational
- subscription expiration (e.g. non-payment of annual fee) and revocation (e.g. non-compliance with
- 89 RDA guiding principles) to OAB. Where necessary Council will make the final decision. The
- 90 procedures for this and appeal mechanisms are described in the *Organisational Membership*
- 91 Processes Document.

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¹ secretary.general[at]rda-foundation.org or hilary.hanahoe[at]rda-foundation.org



Communications

The Organisational Subscriber shall designate a representative who will act as a primary point of contact and who will participate in the Organisational Assembly. The Organisation may change the representative at any time by notifying the RDA and providing the following contact details for the representative:

Name:

Work Address:

99 Phone:

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100 E-mail:

101 The RDA Secretary General will be the point of contact for RDA:

102 Hilary Hanahoe

103 Research Data Alliance Foundation, Rutherford Appleton Laboratory, Harwell Oxford Didcot,

104 Oxfordshire, OX11 0QX, England

105 +39-334-9875702

106 <u>secretary.general[at]rda-foundation.org or hilary.hanahoe[at]rda-foundation.org</u>

Agreement

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The relationship of the parties under this Agreement shall be that of a voluntary association. The

109 Agreement does not create a separate legal entity, and this Agreement does not create a formal

110 partnership or joint venture.

111 The RDA seeks to facilitate open access to and sharing and re-use of data. Notwithstanding the

foregoing, the Organisational Subscriber acknowledges and agrees that the RDA is not responsible for

any specific data or data sets, and the Organisational Subscriber releases the RDA and its members,

directors, officers, employees, agents and advisors, from any and all liability related to any data

received or shared through processes or technology recommended, supported or made available by

116 the RDA.

117 The parties confirm this Agreement as signed by the RDA Secretary General and the chief executive or

duly authorised representatives of the Organisational Subscriber.

Signed on behalf of the Organisational Subscriber Signed on behalf of RDA



Name Name

Position Position

Date Date

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