

Binding agreement

DARIAH Cooperating Partnership

Non-European Cooperating Partners

BETWEEN:

Digital Research Infrastructure for the Arts and Humanities established as a European Research Infrastructure Consortium (DARIAH ERIC)

whose registered office is at TGIR HUMA-NUM, 54 boulevard Raspail, 75006 Paris, France, represented by its President of the Board of Directors, Jennifer Edmond

hereinafter referred to as “DARIAH” or “DARIAH ERIC”

AND

[Name of the Cooperating Partner institution]

whose registered office is at **[address of the Cooperating Partner institution]**, represented by **[Name and title of the legal representative of the Cooperating Partner institution]**

hereinafter referred to as “**[Acronym of the Cooperating Partner institution]**”

WHEREAS

DARIAH, the Digital Research Infrastructure for the Arts and Humanities, is a European Research Infrastructure Consortium (ERIC) established in 2014 that brings together 19 members and many cooperating partners. The consortium aims to enhance and support digitally-enabled research and teaching across the arts and humanities. DARIAH is a network of people, expertise, information, knowledge, content, methods, tools and technologies from the different member countries.

According to Article 3 – Definitions – of the DARIAH ERIC Statutes, a Cooperating Partner is an institution, either public or private, which serves a public mission, located on the territory of a Non-Participating Country, which has been accepted by DARIAH ERIC to participate in the work of one or more VCCs, as defined in Article 5 hereof.

According to Article 5.4 – Admission of Members, Observers and Cooperating Partners – of the DARIAH ERIC Statutes, the General Assembly shall decide on the acceptance of the new Cooperating Partner.

According to Article 5.5 – Admission of Members, Observers and Cooperating Partners – of the DARIAH ERIC Statutes, DARIAH ERIC and the Cooperating Partner shall enter into a binding agreement, defining the framework of the cooperation, based on the recommendations of the General Assembly, for a period of at least two years, at the end of which the cooperation shall be evaluated.

According to Article 9 – Cooperating Partners – the binding agreement as described in article 5.5 shall specify the rights and obligations of the Cooperating Partner.

On the *[date of the final version of the application received by the DARIAH Coordination Office]* *[Acronym of the Cooperating Partner institution]* has submitted to the DARIAH Coordination Office an application to become a DARIAH Cooperating Partner.

At its meeting on *[date of the last General meeting]*, the DARIAH General Assembly approved the application of *[Acronym of the Cooperating Partner institution]*.

AS A RESULT, THE FOLLOWING IS THEREFORE AGREED:

SECTION 1 – PURPOSE OF THE BINDING AGREEMENT

The purpose of the present binding agreement is to define the conditions of the Cooperating Partnership between DARIAH ERIC and *[Acronym of the Cooperating Partner institution]* aiming to establish a mutually beneficial relationship.

SECTION 2 – BENEFITS OF THE COOPERATING PARTNERSHIP

From the point of view of DARIAH Cooperating Partners, the benefits of the partnership are:

- To be embedded in the DARIAH network and to have the possibility to rapidly identify experts from the community, establish direct contact, exchange knowledge and explore mentoring opportunities;
- To have more visibility within DARIAH and the DH community in general;
- To leverage funding at national level;
- To be in a position to lead or join the national effort toward full membership of DARIAH;
- To participate in DARIAH funding opportunities (e.g. DARIAH Theme call);
- To participate in the DARIAH Annual Event.

From the point of view of DARIAH, the benefits of the partnership are:

- To strengthen and expand the DARIAH network;
- To contribute to national, cultural and linguistic diversity within DARIAH;
- To contribute to the development of DARIAH activities, services or expertise for the benefit of the wider DARIAH community;

- To help disseminate DARIAH outputs beyond DARIAH Member countries;
- To help institutions in non-member countries advocate for full DARIAH membership.

SECTION 3 – CONDITIONS OF THE COOPERATING PARTNERSHIP

[Acronym of the Cooperating Partner institution] is committed to contribute to DARIAH and to implement, during the 3-year partnership, a set of activities as outlined in the application of *[Acronym of the Cooperating Partner institution]* to be found in Annex 1 of the present agreement and which is integral part of it.

Upon signature of this binding agreement, *[Acronym of the Cooperating Partner institution]* will receive the DARIAH Welcome Package offering an introduction to the DARIAH network and containing important documents, contact details of DARIAH key people and further useful information.

SECTION 4 – COMMUNICATION

DARIAH offers *[Acronym of the Cooperating Partner institution]* a series of communication opportunities:

- A dedicated communication channel via the platform 'Basecamp' in order to streamline communication between DARIAH and all Cooperating Partners;
- An initial interview with a representative of *[Acronym of the Cooperating Partner institution]* to be published on the DARIAH website and shared on social media;
- Presentation of specific tools, services, actions and initiatives from *[Acronym of the Cooperating Partner institution]* on DARIAH communication channels in liaison with the DARIAH Communications Officer.

Furthermore, DARIAH and *[Acronym of the Cooperating Partner institution]* will hold a annual meeting during which *[Acronym of the Cooperating Partner institution]* shall provide updates of all the activities undertaken and results achieved in the frame of the present agreement.

SECTION 5 – TERM OF THE COOPERATING PARTNERSHIP

The present binding agreement enters into force on the date of its signature by DARIAH and for a renewable period of three years.

SECTION 6 – FINAL REPORT AND EVALUATION

Two months before the end of the present binding agreement, **[Acronym of the Cooperating Partner institution]** submits a Cooperating Partnership Evaluation Report giving an overview of actions undertaken and results achieved. DARIAH will evaluate the final report and prepare the extension of the term where needed.

A template of the Cooperating Partnership Evaluation Report is given in Annex 2.

SECTION 7 – DISPUTES

In case of any dispute over the interpretation or the performance of the activities outlined in this agreement, the parties undertake to make every effort to settle their differences by amicable agreement.

In the event that the parties are unable to come to an amicable solution, the dispute shall be submitted to the competent court of the defendant party, and the agreement shall be interpreted in accordance to the laws of the country of the defendant.

Executed in 2 (two) original copies

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|---|--|
| DARIAH ERIC | [Name of the Cooperating Partner institution] |
| Name of the legal representative: | Name of the legal representative: |
| Jennifer Edmond | xxx |
| Position: President of the Board of Directors | Position: xxx |
| Date: | Date: |
| Signature: | Signature: |

Annex 1

Application of **[Name of the Cooperating Partner institution]**

Annex 2

Cooperating Partnership Evaluation Report

1. General evaluation

1.1. Name of the Cooperating Partner institution

1.2. Start of Cooperating Partnership (date of the signature of the Binding Agreement by DARIAH)

1.3. How satisfied are you with the outcome of your Cooperating Partnership with DARIAH? Please provide details.

1.4. Please list all events and activities that have been organised in the framework of the DARIAH Cooperating Partnership.

1.5. Which of the above events and activities do you consider to be particularly important or successful, and why?

2. Achievements

2.1. How has your Cooperating Partnership helped to make DARIAH better known in your institution and beyond? Please explain.

3. Perspective

3.2. How do you see your relationship with DARIAH developing in the next period?