

Cosmic Ray Extremely Distributed Observatory (CREDO)



This multi-beneficiary Memorandum of Understanding (MoU) is made

BETWEEN:

the Institutions named in Section 8: Signatories, henceforth referred to as “Parties”, with the Effective Date being the date of signing by each of the Parties,

in relation to the Project entitled

COSMIC RAY EXTREMELY DISTRIBUTED OBSERVATORY (CREDO), henceforth referred to as “Project”.

THEREFORE, IT IS AGREED THAT:

Section 1: Background

The Parties agree to cooperate in exploring the multidisciplinary potential of a widely distributed network of cosmic ray detectors, under the name of the Cosmic Ray Extremely Distributed Observatory (CREDO). As an initiative of the Henryk Niewodniczański Institute of Nuclear Physics Polish Academy of Sciences the CREDO concept has been under development since 30th August 2016.

Section 2: Purpose

The purpose of this MoU is to stipulate, in the context of the Project, the relationship between the Parties. In particular, this concerns the distribution of work between the Parties, the management of the Project and the rights and obligations of the Parties.

Section 3: Funding

Nothing in this MoU shall be deemed to be a commitment or obligation of funds from one Party to any other Party. When funding is needed by any Party or Parties to pursue the Project, then the expectation is that the funding may be pursued from any reputable source with the endorsement and support of the Project. All Parties to this MoU acknowledge that all or any financial arrangements must be negotiated and will depend upon the availability of funds.

Section 4: Duration and Termination

4.1 Duration and termination An entity becomes a Party to this MoU upon signature of this MoU by an authorised representative, and may leave at any time, upon written request. This MoU is in effect from the Effective Date defined at the beginning of this MoU and remains in effect until there is complete fulfilment of all obligations agreed to by the Parties under this MoU. However, this MoU, or the participation of one or more Parties to it, may be terminated at any time in accordance with the terms stated in subsection 4.2 of this MoU. Entities may also become Parties after the Effective Date.

4.2 Terms of Termination A Party may give notice of their intention to terminate their participation with the Project, and thus obligations of this MoU, by providing written notice to the General Assembly at least 6 calendar months in advance of the termination date. The General Assembly may terminate the participation of a Party with the Project should the Party not adhere to the responsibilities as defined in Section 5 of this MoU without reasonable justification. This termination will be provided in writing by the General Assembly to the Party at least 3 calendar months in advance of the termination date.

4.3 Surviving rights and obligations The expiration or termination of this MoU will not alter any rights or obligations of a Party leaving the Project which were applicable prior to the date of this termination, unless otherwise agreed between the General Assembly and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of the Party's participation.

Section 5: Responsibilities of Parties

Each Party agrees to actively participate in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations defined and agreed separately to this MoU following the directives of the General Assembly of the Project.

Section 6: Governance Structure

6.1 General Structure The General Assembly is the decision-making body of the Project.

6.2 Members The General Assembly shall consist of one representative (“Member”) of each Party (except where additional roles are fulfilled as stated in subsection 6.4). Each Member shall be duly authorized to deliberate, negotiate and decide on all matters presented to the General Assembly.

6.3 Contributors Individuals (including but not limited to professional scientists or members of the public) and legal entities (including but not limited to research institutions, educational institutions or community groups) may request to be acknowledged as Contributors. The acknowledgement becomes effective and voting rights are afforded after being approved by at least one Member.

6.4 Project Coordinator A Project Coordinator is the member of the General Assembly responsible for keeping the project organized and running smoothly. The Project Coordinator tracks and dispenses all of the information the Parties need to do their jobs effectively. The Project Coordinator must be independent and thus may not also be a Member representing a Party. The General Assembly can nominate or replace the Project Coordinator with more than two thirds of the votes of all Members, and in the absence of justifiable objections from Contributors. A Project Coordinator can be nominated or replaced at any time, upon request of any Member.

6.5 New Parties Each institutional Contributor can become a Party upon providing the signed legal and organizational information as requested in Section 8: Signatories.

6.6 Bylaws The internal organizational and ethical regulations of the Project “Bylaws” will be defined by the General Assembly upon an initiative of any Member or the Project Coordinator. Bylaws can be proposed and voted as single regulations or in blocks and they become effective after being supported by more than two thirds of the votes of the General Assembly.

Section 7: Miscellaneous

7.1 Legal partnership or agency Nothing in this MoU shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

7.2 Language This MoU is drawn up in English, and it is this language that shall govern all documents, notices, meetings, arbitral proceedings and processes in relation to this Project.

Section 8: Signatories

Legal name of the Party:

The Henryk Niewodniczański Institute of Nuclear Physics Polish Academy of Sciences

Postal address of the Party:

ul. Radzikowskiego 152, 31-342 Kraków, Poland

Representative of the Party in the Project (Member):

Name:	Piotr Homola
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Authorized representative of the Party:

Signature(s)
Name(s)	Marek Jeżabek
Title(s)	Prof. dr. hab., General Director
Date