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## **MEMORANDUM OF UNDERSTANDING**

### **FOR ESTABLISHING A NETWORK FOR COLLABORATION IN GENDER EQUALITY POLICY FOR PHYSICS**

#### **“The GENERA Network”**

between

**the organisations listed in Annex 1**

Hereinafter collectively referred to as “Members” and individually as “Member”

#### **• PREAMBLE**

#### **CONSIDERING THAT:**

(a) the European Commission funded the Gender Equality Network in the European Research Area (GENERA) project through H2020 GERI-4-201401 (GENERA, 01 September 2015 - 31 August 2018, Grant Agreement No. 665637);

(b) by joining the GENERA project, the European physics community has joined forces for institutional change towards gender equality;

© the GENERA project has delivered tools and guidelines for the design, implementation and performance monitoring of institutional Gender Equality Plans customised for physics research organisations;

(d) leading physics research organisations have demonstrated their interest in the achievements of the GENERA project as evidenced by the large number of participants of the GENERA Workshops for experts and practitioners, 22-23 January 2018 and 20 June 2018 in London, and by the increasing number of observers over the GENERA project's duration;

(e) the Governing Board of the GENERA project has endorsed the establishment of a formal international network beyond the GENERA project for collaboration in gender equality policy in physics between research organisations, associations and consortia; and

(f) Thirty-seven (status: 11 July 2018) research organisations, associations and consortia in physics in- and outside Europe have signed a letter of intent of expressing their interest in a network beyond the GENERA project.

#### **RECOGNISING:**

- (g) a persistent under-representation of women in physics in universities and research institutes;
- (h) the demand by women in physics for an inclusive working environment, expressed at the IUPAP Women in Physics conferences, by regional and national 'Women in Physics' networks and confirmed at the GENERA 'Gender in Physics' days held across Europe;
- (i) the need to improve how research organisations in physics can collectively respond to mobility of dual-career couples and to the retention of women already in the system, as expressed in multiple surveys and information sources and confirmed by surveys and interviews of the GENERA project;
- (j) the increasing commitment of physics leadership worldwide to an inclusive working environment in their organisations, demonstrated at multiple conferences and confirmed at the GENERA 'Gender in Physics' days held across Europe; and
- (k) the need demonstrated by the GENERA project for a common framework for measuring the gender balance at the individual institutional level in physics for across-physics comparison, which is not possible with current data collection activities.

The Members have agreed as follows:

## **ARTICLE 1 - Purpose of this Memorandum of Understanding**

1.1 The purpose of this Memorandum of Understanding, hereinafter the “MoU”, is to affirm the establishment of an international network, hereinafter “the GENERA Network”, for collaboration in gender equality policy in physics between research organisations, associations and consortia worldwide as well as internationally established physics communities and projects.

## **ARTICLE 2 - Objectives of the GENERA Network**

The objectives of the GENERA Network are:

- 2.1 to support, coordinate and improve gender equality policies in physics research organisations in Europe and world-wide;
- 2.2 to support its Members and Friends - as defined in Article 3 - with the transition to an environment for learning, teaching and research in physics that is equally attractive and supportive to all genders, at each stage of their education and career path;
- 2.3 to provide its Members and Friends with access to expertise on methods to improve gender balance in research content, process, and impact, where evidence shows that balanced gender teams can improve collective intelligence and performance, as well as provide opportunities to identify new markets for science knowledge where gender can differentiate quality of research and innovation outcomes;
- 2.4 to advance, for its Members and Friends, an approach of community of practice by providing for collective responses to shared and well-evidenced specific gender issues, such as the retention of women already in the system and mobility of dual-career couples as well as gender bias and discrimination;
- 2.5 to provide its Members and Friends with the opportunity to improve the gender balance in university enrolment in physics, by ensuring that gender considerations, such as gender stereotyping of job roles, are properly integrated into advocacy and outreach activities are designed to promote the value of physics education and awareness of opportunities for physics-related employment and

careers; and

2.6 to provide a common framework for its Members and Friends for the collection of gender data in physics at the individual institutional level, and for sharing the results across the network to enable comparative analyses for physics; and

2.7 to collectively contribute to the policy making for improvement of the gender balance in the European Research Area.

### **ARTICLE 3 - Membership**

3.1 Members of the GENERA network are research organisations in physics or internationally established physics associations and consortia, hereinafter “Member” or “Members”.

3.2 A “Friend of GENERA” status may be granted e.g. to internationally recognized consortia that are of temporary nature only or research organisations or associations that cannot formally join the Network, but support the objectives of the GENERA Network, hereinafter “Friend” or “Friends”.

### **ARTICLE 4 - Commitments**

4.1 Membership of the Network is free of charge.

4.2 By signing this MoU, Members commit to support and contribute to the activities of the GENERA Network as endorsed by the General Assembly and in particular commit to:

- providing the General Assembly of the GENERA Network with information for a directory of the GENERA Network comprising contact details of the Member and related physics research institute(s) and/or school(s) and/or physics departments, whatever applicable; and
- providing the General Assembly of the GENERA Network the annual measurement of the aggregated gender data at the institutional level, the 'GENERA Data Set' defined in Annex 2, complying to the rules of confidentiality set out in Article 8.

### **ARTICLE 5 - The General Assembly**

5.1 The General Assembly, hereinafter “GA” is the governing and decision-making body of the GENERA Network. Each Member may appoint one representative on the GA.

5.2 The GA determines the agenda general policy and the procedures of the GENERA network and in particular:

- sets out the agenda of the GENERA Network;
- where necessary, will make an effort to find resources for Network activities;
- reviews Annexes to this MoU at least every two years, in order to align the Annexes to the evolution of the GENERA network;
- approves the accession of new Members or grants GENERA Friend status;
- optionally, installs an international board for advice on structural change in research organisations related to gender equality and diversity issues.

5.3 The GA elects a chairperson, hereinafter “Chair”, from the Members and Friends of GENERA in the GA for a term of two years. Re-election of the Chair will be possible, but not for consecutive terms. The GA may elect a Deputy Chair among the Members and Friends of GENERA of the GA to serve on the same terms as the Chair. The Chair will be *supra partes* and will not have a right to vote.

5.4 For the coordination and execution of the agreed activities of the Network agenda, the GA appoints a coordinator and a vice-coordinator as described in Article 6.

5.5 The GA shall be convened face-to-face or remotely by the Chair at least once a year.

5.6 Quorum is met with participation or representation of at least half of the Members.

5.7 Quorum is required for the GA to deliberate or make a decision.

5.7 The Chair should strive towards a unanimous decision in all cases. In cases where a unanimous decision cannot be reached, decisions shall be taken by a majority of two-thirds (2/3) of the votes cast. Each Member has one vote.

5.8 Any Member unable to attend a GA meeting may appoint a proxy. A proxy cannot represent more than three Members.

## **ARTICLE 6 - Coordination of the GENERA Network**

6.1 The coordination of the GENERA Network shall rotate among the Members every two years. In the second year of a term a coordinator, a vice-coordinator shall be appointed, who will become the next coordinator.

6.2. Members in charge of the coordination shall ensure that adequate resources for coordinating the GENERA Network activities are provided.

## **ARTICLE 7 - Admittance of Members and Friends of GENERA**

7.1 Any organisation as under conditions of Article 3.1 wishing to become a Member of the GENERA network shall submit a formal written application to the Chair of the GA who shall inform all Members of such an application before presenting the proposal to the GA meeting. An entity shall be considered a Member upon signature of the accession document by its authorized representative and the GA. Such an accession shall have effect from the date identified in the accession document.

7.2 Admittance of a Member will be affected by means of an Annex to this MoU signed by the Members.

7.3 Organisations as under the conditions of Article 3.2 may obtain GENERA Friend status upon approval of the GA. This status gives the right to a non-voting seat in the GA. GENERA Friend status will be established by means of an exchange of letters between the Chair of the GA and the interested organisation. GENERA Friend status may be withdrawn at any time via written request or automatically ends when the organisation does not exist anymore.

7.3 Participation in the GENERA network may be terminated if the GA decides that a Member no longer fulfils the criteria for participation, and/or fails to meet its obligations towards the GENERA network, and/or acts contrary to the aims, objectives or values of the GENERA network.

## **ARTICLE 8 - Confidentiality**

8.1 The Members and Friends shall treat any information strictly confidential, as agreed or noted by the Members and Friends to be confidential.

## **ARTICLE 9 - Resolution of Disputes**

9.1 Any dispute between the Members and Friends related to the execution of this MoU shall be

brought to the attention of the Chair of the GA for settlement.

## **ARTICLE 10 - Liability**

10.1 Except as provided in Article 8, the Members and Friends shall have no liability toward each other in the execution of this MoU.

## **ARTICLE 11 - Duration of this MoU and its Extension**

11.1 This MoU enters into being at the time when a minimum of five Members have signed. It remains in place for a period of three years. It will then be extended automatically for another three years, unless the GA decides to terminate the GENERA network.

11.2 This MoU may be extended or terminated at any time by mutual agreement of the Members involved.

## **ARTICLE 12 - Withdrawal**

12.1 Any Member may withdraw its support from the GENERA Network by giving notice in writing to the Chair of the GA. The notice period is 6 months.

12.2 This MoU is not legally binding, it being understood that, through their signature of this MoU, Members recognize that the success of the GENERA Network depends on each Member adhering to its provisions.

## **ARTICLE 13 - Amendments/Annexes**

13.1 This MoU may be amended at any time with the agreement of the Members by a two-thirds (2/3) majority vote.

13.2 All Annexes to this MoU form an integral part of it.

## **SIGNATURES**

Members declare that they agree on this Memorandum of Understanding for establishing a network for collaboration in gender equality policy for physics and have caused this Memorandum of Understanding to be duly signed by the undersigned authorised representatives.

Authorised to sign on behalf of

**<Name of organisation>**

**<Date>**

**<Signature>**

**<Name>**

**<Title/Function>**

## **ANNEX 1 - The GENERA Members**

The Members of the GENERA Network are:

...

## ANNEX 2 - The “GENERA Data Set”

The GENERA Network is committed to provide evidence-based actions towards gender equality. Members agree to annually provide, update and share with the Network the measurement of the “GENERA Data Set” for each of their physics research institutes and/or schools and/or physics department, whatever applicable. The current data set has been endorsed by the Governing Board of the GENERA project and comprises:

### GENERA Data Set

variables	
Work organisation	<b>Functions/units responsible for gender equality/diversity</b> (with organisational chart)
Demographics Data	<b>Gender</b> (man, woman, other) <b>Age</b> (in 5 year steps)
Career Path	<b>Staff x current level x gender</b> (1 to 4 levels including early stage, for definition see following table)
Work status	<b>Full time</b> <b>Part time</b> <b>Fixed position/Time contract</b>

### Career levels

Short label	Definition	
Level 1	<b><u>Leading researcher/Research Director/Professor</u></b>	Top researchers, full professors, research directors. This level includes the top management and organisations directors. Activities primarily focused on high level research and specialist teaching, including research project leading/ research and institutional policy orientation.
Level 2	<b><u>Established researcher/Senior scientist/Assistant professor</u></b>	Senior researchers/scientists/lecturers including research managers and research group leaders. Activities could include research management, research group coordination and teaching.
Level 3	<b><u>Recognised Researcher/Post doc/Junior Academic</u></b>	Researchers/scientists/lecturers and postdoctoral scientists. Activities primarily focused on research and on teaching and programme management. This is considered the basic level of the career development in the organisations.
Level 4	<b><u>First stage researcher/Research assistant/Doctoral candidates</u></b>	Research and project assistants/doctoral students/ research grant winners pre-doc, including any researcher without doctoral degree. Activities focused on supervised research and training. Frequently participating in a structured programme or working collaboratively in a larger team. They may have student status and/or be employed by the organisations. This is considered the entry level in the organisation.

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