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MEMORANDUM OF UNDERSTANDING

FOR CONTINUING THE 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

BACKGROUND:

- 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) the GENERA Project delivered tools and guidelines for the design, implementation and performance monitoring of institutional Gender Equality Plans customised for physics research organisations;
- c) at its final General Assembly on 31 August 2018, the GENERA Project established an international network called, the “GENERA Network” for the purposes of collaboration on gender equality policy among physics-based research organisations, associations and consortia;
- d) The ever-increasing signatories to the GENERA Network Memorandum of Understanding include physics-based research organisations, associations and consortia. Together, the Network’s Partners and Friends enjoy a continuous exchange of good-practice and collaboration.

RECOGNISING:

- e) a persistent under-representation of women in physics in universities and research institutes in the European research area;
- f) research organizations’ structure, practices, and norms reflect and reinforce gender-based expectations and inequalities;
- g) physics research organisations have the potential to improve career progression, support cultural change, and implement a gender dimension in research and teaching;

h) leadership within physics organisations worldwide are committed to inclusive working environments;

i) the GENERA Network participants commit to sustained collaboration in advancing gender equity and in further promoting diversity and inclusion (“EDI”) throughout physics research communities.

The signatories to this MoU have agreed as follows:

ARTICLE 1 - Purpose of this Memorandum of Understanding

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

ARTICLE 2 - Objectives of the GENERA Network

On the basis that gender diverse teams improve collective intelligence and research performance, the objectives of the GENERA Network are:

2.1 to support, coordinate and improve EDI in physics research organisations in Europe and worldwide;

2.2 to provide and share tools and techniques for embedding EDI principles in learning, teaching and research in physics, toward greater gender diversity in research environments at all stages of education and professional career paths;

2.3 to provide and share access to expertise on methods to improve gender balance in research content, processes, and impact, as well as to provide opportunities to identify new markets for science knowledge where gender can differentiate quality of research and innovative outcomes;

2.4 to establish a community of practice to support EDI progress within the Network’s institutions or research activities;

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

ARTICLE 3 - Membership

3.1 A “Member” of the GENERA Network is a physics research organisation or a university department concentrating primarily on physics or the gender dimension in physics, or an established physics association, consortia, or similar.

3.2 A “Friend” of GENERA status (“Friend”) may be granted to temporary international consortia or to research organisations, associations or individuals which do not meet “Member” criteria, but who wish to support the objectives of the GENERA Network.

ARTICLE 4 - Commitments

4.1 Membership of the Network is at no cost to the Member or Friend.

4.2 Members and Friends listed in Appendix 1 shall support and contribute to the GENERA Network’s activities as endorsed by the General Assembly, and – where relevant – shall appoint a representative

of the Member institution to the Network.

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 to the GA.

5.2 The GA participants shall determine the general policy and procedures of the GENERA Network, including but not limited to:

- a) develop the annual programme of work of the GENERA Network;
- b) seek resources for Network activities, as needed;
- c) review the Annexes to this MoU at least every two years, ensuring their continued alignment with the objectives and evolution of the GENERA Network;
- d) approve the accession of new Members;
- e) optionally, establish an international board for advice on structural change in research organisations related to gender equality and diversity issues.

5.3 GA participants shall elect, from among the Members and Friends, a Chair of the GENERA Network chairperson for a term of three years. The Chair may be re-elected for a second three years' term. The GA participants may also elect a Vice-Chair from among the Members and Friends, subject to the same duration as the Chair. The Chair is responsible for maintaining a continuous good-practice exchange, for suggesting new activities for all GENERA Network members.

5.4 For the coordination and execution of the Network's annual programme of work, the GA participants shall appoint a GENERA Network Coordinator and a Vice-Coordinator (see Article 6, below).

5.5 The Chair, in collaboration with the Vice-Chair and the Coordinator, shall convene a GA at least once per year. Attendance may be in-person or via remote connection.

5.6 Participants who are registered for the GA are deemed "Active Members" of the GENERA Network for the purpose of voting at the GA.

5.7 GA quorum is achieved when at least ten Active Members are present (in-person or via remote connection).

5.8 An Active Member has one vote. For a GA decision to be considered binding, GA quorum must be met.

5.9 The Chair shall strive towards decision-making by consensus. In exceptional cases where consensus cannot be reached, the Chair may decide that a decision may be recorded by simple majority.

5.10 Where an active Member is unable to attend the GA, the person may appoint a proxy. A single proxy may represent maximum three Members.

ARTICLE 6 - Coordination of the GENERA Network

6.1 A GENERA Network Coordinator appointed by the GA shall serve a three years' term. In the

Coordinator's third year, a Vice-Coordinator shall be appointed by the GA. The Vice-Coordinator will succeed the Coordinator at the end of the Coordinator's third year. In the event a Vice-Coordinator is not appointed or cannot assume the role of Coordinator, the Coordinator's term may be extended on an annual basis until such time as a Vice-Coordinator is appointed.

6.2 The Coordinator's primary role is to ensure, to the extent possible, that adequate resources for sustaining the GENERA Network activities are provided.

6.3 The Coordinator is also responsible for maintaining contact with and between the Members, supporting communication within the network and externally, and ensuring administrative aspects are in order.

ARTICLE 7 - Admittance of Members and Friends of GENERA

7.1 A prospective Member of the GENERA Network shall submit a written application to the Chair of the GA. The Chair shall inform the Members when an application is submitted, prior to presenting the candidacy at the following GA. An applicant shall be deemed a Member upon signature of this document by its authorized representative, with effect from the date of signature.

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

7.3 Organisations may obtain GENERA Friend status upon approval of the GA Active Members.

7.4 GENERA Friend has a non-voting seat in the GA. GENERA Friend status is established by exchange of letters between the Chair of the GA and the prospective applicant. GENERA Friend status may be withdrawn at any time via the Friend or Chair's written request or shall cease upon cessation of the Friend's professional activities.

7.5 The Active Members at a GA may pass a Decision to revoke the status of Member or Friend from a participant who 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 In the context of the Network activities, the Members and Friends shall respect the confidentiality of any information that is deemed confidential upon request of the person sharing it, or as determined by Active Members and/or Friends.

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 amicable resolution.

ARTICLE 10 - Liability

10.1 Except as expressly provided in this MoU, no Member or Friend shall be liable to another for any loss, damage, or claim arising from their participation in or implementation of this Memorandum.

ARTICLE 11 - Duration of this MoU and its Extension

11.1 This MoU enters into force when a minimum of five Members have signed it. It shall remain in

force and effect for a period of three years. The MoU may be extended automatically every three years, unless or until the GA decides to terminate the GENERA Network activities.

11.2 This MoU may be terminated at any time by mutual agreement or if so declared in writing by the Active Members.

ARTICLE 12 - Withdrawal

12.1 Any Member may withdraw from the GENERA Network by giving notice in writing to the Chair of the GA. The notice period is 3 months.

12.2 This MoU is not legally binding. However, by signing it, Members recognise that the success of the GENERA Network depends on their collective commitment to its provisions.

ARTICLE 13 - Amendments/Annexes

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

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

SIGNATURES

By signing this Memorandum of Understanding, the undersigned authorised representatives confirm their agreement to establish a network for collaboration in gender equality policy in physics.

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 Management Team

The Management Team of the GENERA Network consists of: the Chair, the Vice-Chair, the Coordinator and the Vice-Coordinator. Taken together, they represent the GENERA Network externally and are available for coordination issues in day-to-day activities including but not limited to preparation of regular Network meetings and notification of new applicant requests.

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