

# R Consortium

# and

# PHUSE

# Memorandum of Understanding (MOU)

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is made by the R Consortium with its principal place of business located at 660 York Street, San Francisco, CA 94110, and PHUSE, with its principal place of business located at Kent Innovation Centre, Millennium Way, Kent, CTl0 2QQ, England, UK. Both Parties may hereinafter be referred to as "Party" or "Parties".

This agreement is effective 01 March 2021 through 28 February 2024 and may be extended and/or amended with mutual agreement or terminated early by either party according to Section 9 Term.

# Statement of Purpose

The central mission of the R Consortium is to work with and provide support to the R Foundation and to the key organizations developing, maintaining, distributing and using R software through the identification, development and implementation of infrastructure projects.

PHUSE is an independent, not-for-profit organisation run by volunteers. A society with a membership exceeding 9,750, across more than 40 countries worldwide, PHUSE has become the industry voice to regulatory agencies and standards organisations such as the FDA, EMA & CDISC. PHUSE acts as a global platform for the discussion of topics encompassing the work of data managers, biostatisticians, clinical data scientists and eClinical IT professionals.

### Introduction

* 1. Parties may establish similar meeting schedules. Parties are also encouraged to work with other Open Source communities toward harmonization.
  2. Official joint meetings between Parties may be scheduled where such meetings serve a common purpose.
  3. The parties to this MOU shall each appoint a liaison for interactions between the parties. It is not required, that each liaison hold joint membership in Parties. See section 11 Contacts at Time of Signing.
  4. Such projects as might be jointly undertaken by Parties will be clearly defined and delineated by a joint project proposal (“**Joint Project Proposal**”) which must include a description of the proposed project and must be approved by both Parties in writing to become effective and binding.

### Cooperative Initiatives

Parties will engage within a collaborative framework around key initiatives.

* 1. Marketing and Communications Initiative

1. Leadership from each organization may be invited to speak or present at the other organization’s conference(s) from time to time.
2. Ongoing advertising of events, projects and deliverables on each other’s websites refreshed once per quarter year or as needed. Content provided by each others' organizations will be included in social media, email blasts and periodic eNewsletters. An appropriate communications schedule will be coordinated by the Parties' respective communications departments.
3. To provide relevant material for each other's newsletters (maximum of 1 per edition) and to circulate targeted mailings to the relevant distribution lists.
4. Parties will actively identify interactions with other organizations that may be relevant to the other party and may share knowledge about these activities and provide introductions to the external party.
5. Parties will identify opportunities to invite each other to their respective webinars as both presenters and attendees on relevant topics.
   1. PHUSE & R Consortium Working Groups Projects
6. The PHUSE Working Groups bring together academia, industry, technology providers and regulatory agencies to collaborate on projects relating to clinical data science. Each Working Group executes a set of projects designed to improve the overall product development and review processes to improve patient's lives. R Consortium coordinates and supports projects that directly benefit stakeholders within the R user community to build and improve documentation, tools, and R infrastructure. It is the intention of Parties to create joint working group projects and encourage each of our members to participate in each other’s projects.
7. Each Party’s respective members may, upon invitation from the other Party, participate in the other Party’s working groups. Working groups that the Parties have expressed interest in having members of both Parties participate in include the following:
   * Clinical Statistical Reporting in a Multilingual World – A PHUSE project to catalog implementations of common clinical trial analyses between different programming languages to help support learning curves as new languages are adopted.
   * R Tables for Regulatory Submissions (RTRS) – An R Consortium project to explore what is required for the R programming language to better support the needs of table display production for regulatory submissions.
   * R for Regulatory Submissions – an R Consortium project to explore requirements needed by the R community and R environment to support regulatory submissions.
   * R validation Hub – an R Consortium funded collaboration to support the adoption of R within a biopharmaceutical regulatory setting.
   1. Knowledge Base/Sharing of Implementation Content
8. Parties jointly and separately create content related to implementation and education of data science. Each Party may publicly promote each other’s publicly available content, including by linking to publicly available sections of the other Party’s website. While these specific links and content may change from time to time, parties agree that the purpose of this portion of the collaboration is to make useful implementation content free and publicly available. For example, if PHUSE website contains implementation content, R Consortium may hyperlink to this content.
9. Parties agree to communicate regularly which specific content is being shared so as to ensure that hyperlinks are not broken unintentionally.

### Rights Granted

* 1. Members of PHUSE, while encouraged to participate in R Consortium Working Groups, may not seek leadership positions within R Consortium unless they also hold R Consortium membership. In turn, R Consortium members, while encouraged to participate in PHUSE's Working Groups, may not seek leadership positions within PHUSE's Working Groups unless they also hold PHUSE membership.

### Fees and Payments

* 1. No monies shall be exchanged between Parties as a result of this MOU.
  2. Members of either organization are encouraged to attend the events of the other. Fees shall be the responsibility of the individual attending.

### Obligations

* 1. Parties expressly agree:

1. That ownership rights to R Consortium trademarks or PHUSE trademarks are neither extended nor transferred; and
2. That there shall be no exchange of mailing lists or general membership information; and
3. That they will comply with all provisions of this MOU.

### Confidentiality and Intellectual Property Rights

* 1. All materials and information disclosed by one Party or its representatives to the other Party or its representatives shall be deemed non-confidential unless such materials are expressly designated in writing as confidential by the Party disclosing such information. Each Party will treat all materials supplied to it by the other Party that have been designated in writing as being confidential in a manner consistent with such designation.
  2. The parties may, from time to time, agree in a Joint Project Proposal to collaboratively develop work product that will be jointly owned by them (“Joint Work Product”), such as white papers, educational materials and other productions. Unless the applicable Joint Project Proposal contains different terms:

(a) The Parties shall jointly own the copyright in any such Joint Work Product.

(b) Each Party may use, copy, modify, distribute, and publish the Joint Work Product, provided that such Party provides attribution in a form agreed to by both Parties, which may include a joint copyright statement and/or any logos or other identifying graphics agreed to by both Parties.

(c) Members of either Parties may copy, modify, use, publish, and redistribute the Joint Work Product or any part thereof in connection with the business purposes of the member.

* 1. Except with respect to Joint Work Product and activities described in a Joint Project Proposal, each Party agrees that, when it or its representative(s) is engaging in any activity or meeting hosted by the other Party, (a) the policies and licensing terms of the hosting Party regarding intellectual property rights will be binding upon it, and (b) any work product that results from such activity or meeting shall, as between the Parties, be owned by the hosting Party.

### Warranties

* 1. Parties make no express or implied warranties other than those that may be contained in or appended to this MOU.

### Termination

* 1. Either Party may terminate this MOU upon 30 days written notice.
  2. In the event of such termination all registrations for Parties sponsored events recorded prior to the termination date shall be honored.
  3. In the event of expiration or termination of this MOU for any reason, all obligations of the Parties shall immediately cease, except that the Parties’ obligations under Section 6 shall survive expiration or termination of this MOU.

### Term

* 1. This MOU shall have a three-year term, renewable upon expiry by written agreement for subsequent three-year terms.

### Miscellaneous

* 1. This MOU together with any Joint Project Proposals agreed to in writing and signed by both Parties constitutes the entire agreement and complete understanding of the relationship between Parties.
  2. This MOU may be amended only by a written instrument signed by both Parties.

### Contacts at Time of Signing

* 1. Strategic relationship R Consortium Brian Warner <operations@r-consortium.org> and PHUSE Lisa Brooks [lisa.brooks@phuse.global](mailto:lisa.brooks@phuse.global)
  2. Knowledge Base/Coordinating content: R Consortium Brian Warner <operations@r-consortium.org> and PHUSE [communications@phuse.global](mailto:communications@phuse.global)

### Authorized Signatures:

**For PHUSE**

Signature:

Name: Lisa Brooks, Collaborations Director

Date:

**For R Consortium**

Signature: \_\_\_\_\_\_\_

Name: Joseph Rickert, R Consortium Board Chair

Date: