

**MEMORANDUM OF UNDERSTANDING
FOR A NETWORK FOR COLLABORATION IN GENDER POLICY IN PHYSICS**

“The GENERA Network”

between

THE CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE, a public scientific and technological establishment, having its registered office at 3 rue Michel-Ange 75794 Paris Cedex 16, France, represented by ...
Hereinafter referred to as “**CNRS**”

and

L’ISTITUTO NAZIONALE DI FISICA NUCLEARE, established in Piazza dei Caprettari, 70, Roma 00186, Italy, represented by Professor Fernando FERRONI, president of INFN
Hereinafter referred to as “**INFN**”

and

.....

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

1. 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;
- (c) 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 Workshop for experts and practitioners, **22-23 January 2018 in London [reference]**, and by the increasing number of observers over the GENERA project's duration;
- (e) the General Assembly of the GENERA project has endorsed the establishment of a formal international network of Research Performing Organisations (RPOs) and Research Funding Organisations (RFOs) beyond the GENERA project for collaboration in gender policy in physics; and
- (f) Twenty-four (24) RPOs and RFOs 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 ;
- (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 RPOs and RFOs 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 research 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”, between Research Performing Organisations (RPOs) and Research Funding Organisations (RFOs) for collaboration in gender policy in physics.

1.2 This MoU defines the objectives of the GENERA Network in Article 2.

1.3 This MoU defines the Membership of the GENERA Network and their commitments in Article 3.

1.4 This MoU sets out the organisational and managerial guidelines to be followed by the Members Articles 4-11.

ARTICLE 2 – Objectives of the GENERA Network

The objectives of the GENERA Network are:

2.1 to connect RPOs and RFOs in physics worldwide.

2.2 to support RPOs and RFOs with the transition to an environment for learning, teaching and research in physics that is equally attractive and supportive to women, men, and other genders, at each stage of their education and career path;

2.3 to provide a common framework for its Membership 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;

2.4 to provide its Membership 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;

2.5 to provide its Membership 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 advance, for its Members, an approach of community of practice (CoP) 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.

ARTICLE 3 – Members

3.1 Members of the GENERA network are RPOs and RFOs in physics, hereinafter “Member” or “Members”. Their representatives are the signatories of this MoU.

3.2 In special cases an “Observer” status may be granted to Members. Their representatives can participate in the meetings of the General Assembly without voting rights (see Article 5.2).

3.3 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:

- a) providing the required information for a directory of the GENERA Network and for its website, which contains details of the Member and related physics research institute(s)/departments;

- b) sharing with the GENERA Network gender data at the institutional level, as defined in Annex 1 and
- c) giving permission to make the directory and the provided gender equality data publicly available.

ARTICLE 4 – The General Assembly

4.1 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.

4.2 The GA elects a chairperson, hereinafter “Chair”, from the Membership 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 Membership 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.

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

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

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

4.5 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.

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

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

- a) reviews Annexes to this MoU at least every two years, in order to align the Annexes to the evolution of the GENERA network;
- b) approves the accession of new Members; and,
- c) optionally, installs an international board for advice on structural change in research organisations related to gender equality and diversity issues.

ARTICLE 5 – Admittance of Members and Observers

5.1 Any legal entity (an RPO or RFO) wishing to be 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.

5.2 Legal entities under the conditions of Article 3 from countries within or outside Europe, as well as international organisations, may obtain Observer status upon approval of the GA. This status gives the right to a non-voting observer seat in the GA. Observer status will be established by means of an exchange of letters between the Chair of the GA and the interested legal entity. Observer status may be withdrawn at any time via written request.

5.3 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 6 – Confidentiality

6.1 The Members shall treat any information strictly confidential, as agreed or noted by the Members to be confidential, for the duration of this agreement.

6.2 The Members shall strictly adhere to the EU General Data Protection Regulation (GRPD)¹.

ARTICLE 7 – Resolution of Disputes

7.1 Any dispute between the Members related to the execution of this MoU shall be brought to the attention of the Chair of the GA for amicable settlement.

ARTICLE 8 – Liability

8.1 Except as provided in Article 6, the Members shall have no liability toward each other in the execution of this MoU.

ARTICLE 9 – Duration of this MoU and its Extension

9.1 This MoU enters into being at the time of the last signature of the Members. 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.

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

ARTICLE 10 - Withdrawal

10.1 Any Member may withdraw its support from the GENERA Network by giving notice in writing to the Chair of the GA.

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

ARTICLE 11 – Amendments/Annexes

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

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

¹ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Text with EEA relevance). The GRPD has been taken into effect 25 May 2018.

SIGNATURES

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

Authorised to sign on behalf of

THE CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE

Date

Signature

Name

Title/Function

etc

ANNEX 1 – The GENERA “Minimal Data Set”

The GENERA Network is committed to provide evidence-based actions towards gender equality. Each Member agrees to annually provide, update and **publish** the GENERA “Minimum Data Set”, which has been endorsed by the General Board of the GENERA project. The data set comprises:

Minimum Data Set

	variables
Work organisation	Governing Boards (with organizational charts)
Demographics Data	Gender (man, woman, other) Age (in 5 year steps)
Career Path	Staff x current level x gender (1 to 4 levels including early stage, for definition see following table)
Work status	Full time Part time Contract

Career levels

	Short label	Definition
Level 1	<u>Leading researcher/Research Director/Professor</u>	Top researchers, full professors, research directors. This level includes the top management and organizations directors. Activities primarily focused on high level research and specialist teaching, including research project leading/ research and institutional policy orientation
Level 2	<u>Established researcher/Senior scientist/Assistant professor</u>	Senior researchers/scientists/lecturers including research managers and research group leaders. Activities could include research management, research group coordination and teaching.
Level 3	<u>Recognised Researcher/Post doc/Junior Academic</u>	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 organizations
Level 4	<u>First stage researcher/Research assistant/Doctoral candidates</u>	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 organizations. This is considered the entry level in the organization

