



## **Memorandum of Agreement**

**between**

**The Metabolomics Society, Inc. and the Latin American Metabolic Profiling Society**

This Memorandum of Agreement (“Agreement”) is made and entered into as of January 5<sup>th</sup>, 2021 (the “Effective Date”), by and between the Metabolomics Society, Inc., a US-based nonprofit organization with offices located at CT Corporation System, 155 Federal Street, Suite 700, Boston, MA 02110 (“the “Society”), and the Latin American Metabolic Profiling Society - LAMPS, a Latin American-based collaborative group with address [lampsnetwork@gmail.com](mailto:lampsnetwork@gmail.com) .

**Whereas**, the Society is dedicated to promoting the growth, use and understanding of metabolomics in the life sciences, providing opportunities for association among professionals in metabolomics and related sciences and the presentation of research achievements, enabling connections between academia and industry in metabolomics, and promoting publication of meritorious research in the field;

**Whereas**, LAMPS is a non-profit network with a mission to promote the growth and development of the field of metabolomics, particularly on the Latin American region; to provide the opportunity for association among Latin American workers in that science and in related sciences and connections between academia and industry in the field of metabolomics; to provide opportunities for presentation of research achievements as well as for organizing workshops; to promote the publication of meritorious research in the field; and further, to carry on any other activity in support of and to benefit the above purposes.

**Whereas**, the parties desire to establish a greater degree of cooperation for their mutual benefit, as further described in this Agreement;



**Now therefore**, the Society and LAMPS agree as follows:

## **1. Purpose of Agreement**

This Agreement sets forth the intentions of the Society and LAMPS to work together in the coming years on the goals set forth below (the “Goals”), in accordance with the principles of cooperation set forth below. This Agreement applies only to such mutual efforts of the parties to advance the Goals, and not to any other activities the parties may choose to undertake, either jointly or separately.

## **2. Goals**

The parties agree to cooperate with one another on the following Goals:

- a) To advance the development, adoption and application of metabolomics approaches in scientific research, generally;
- b) To advance standardization in data generation and to stimulate data stewardship;
- c) To stimulate the development of integrated life sciences research, combining metabolomics with other “omics” and imaging and data sciences;
- d) To enhance one another’s effectiveness and promote public awareness of one another’s resources, publications, services, web presence, conferences and workshops;
- e) To liaise with international research infrastructures and research organizations and to lobby for funding opportunities for metabolomics research and infrastructures with international funding organizations and NGOs;
- f) To communicate the (potential) impact of metabolomics research and its application in the broad field of life sciences to the general public and society at large;
- g) To communicate with one another in a timely manner regarding the planning of conferences and workshops that may compete for the same audience, so as to avoid conflicts on dates and other logistical issues;
- h) To agree to not to hold major conferences within 45 days of another major conference of the other party to this agreement so as to avoid conflicts on dates;
- i) To inform the other party if they are to enter into a partnership with a publisher to produce a new journal in the field of metabolomics;
- j) To make use, when appropriate, of one another’s global networks to facilitate widespread information exchange;
- k) To stimulate interaction between national and regional metabolomics organizations;



- 1) To pursue joint initiatives of mutual benefit, such as workshops for the enhancement of metabolomic applications and training opportunities for new scientists.

### **3. Principles of Cooperation**

The parties agree to work together to pursue the Goals in an orderly and complementary manner, and in ways that uphold each other's standards, draw on each other's strengths, and respect one another's mission.

### **4. Contacts**

Each party will nominate a senior contact person ("Contact") who will be responsible for: (i) assuring effective liaison with the other party; (ii) encouraging his/her colleagues to adhere to the Principles of Cooperation; and (iii) keeping fully informed of his/her organization's activities so as to have an overall perspective of advancements made in the course of this Agreement. The Society's Contact will be the President of the Society. LAMPS's Contact will be the Secretary of LAMPS.

### **5. No Financial Liability**

Neither party will have any financial liability to the other in connection with any activity undertaken pursuant to this Agreement unless specifically agreed to by the parties in writing. If the parties decide to undertake an activity that is expected to require a contribution of financial resources from one or both parties, they will agree in advance, in a written agreement, to the programmatic and financial terms of such activity. Such agreement will not be subject to or governed by the terms of this Agreement unless specified by the parties.

### **6. Use of Names; Joint Statements**

6.1 Neither party will be entitled, by virtue of this Agreement, to use the name or any logo, trademark or service mark (individually or collectively, "Name") of the other party, alone or as part of another name, logo or mark, in any promotional materials, in any form or media. A party may use the other's Name only as specifically agreed to in advance and in writing with the other party and in accordance with any restrictions that such party may impose.

6.2 Notwithstanding the foregoing, the parties recognize that they may wish to agree to certain statements about their affiliation and/or joint activities, which, when finalized, will be freely usable by both parties for purposes of press releases, brochures or similar non-commercial informational materials.

### **7. Proprietary Information**

During the term of this Agreement, the parties may share with one another certain information or materials that a party deems proprietary. Any such information or materials will be identified in writing as proprietary by the disclosing party, and the receiving party will use such information or materials only for the purpose of undertaking the Goals hereunder and not for any other purpose.



## **8. Status of Parties**

Nothing in this Agreement is intended to or will be deemed to establish an exclusive relationship between the parties. The parties are independent contractors and nothing herein will be deemed to create an agency, partnership or joint venture relationship between them. Neither party will be authorized to act on behalf of, or otherwise bind, the other.

## **9. Term; Termination**

9.1 This Agreement will commence on the Effective Date and continue in effect for a period of three (3) years, unless terminated earlier in accordance with this Section 9 or renewed for one or more additional terms by written agreement of the parties.

9.2 This Agreement may be terminated by either party, for any reason, by means of a certified letter sent to the other party at the address set forth above (or any updated address provided by the party), at least thirty (30) calendar days prior to the intended date of termination.

9.3 This Agreement may be terminated immediately by either party upon material breach by the other party of any of its obligations hereunder and failure of the breaching party to cure the breach within fifteen (15) business days of receipt of written notice. Such notice will be sent by certified letter to the other party at the address set forth above (or any updated address provided by the party).

9.4 Notwithstanding expiration or termination of this Agreement for any reason, the provisions of Sections 5, 6.1, 7, 10 and 11 will remain in full force and effect.

## **10. Limitation of Liability**

In no event will either party be liable to the other for any consequential, special, indirect, incidental or punitive losses, damages or expenses in connection with this Agreement, regardless of how such losses, damages or expenses arise and irrespective of whether a party has been advised of the possibility of such losses, damages or expenses.

## **11. Dispute Resolution**

In the event of any dispute relating to this Agreement, the parties will use their best efforts to settle the dispute by direct negotiations between individuals with settlement authority. If the dispute is not settled promptly through negotiation, the parties will submit the dispute to mediation under the then-applicable Mediation Rules of the American Arbitration Association. The parties to the dispute will share equally the mediator's fees and any administrative fee, but will otherwise bear their own expenses.

## **12. Entirety of the Agreement; Amendment; Severability and Waiver**





Mónica Cala, Universidad de los Andes, Colombia

Pablo Ariel Hoijemberg, CIBION-CONICET, Argentina

Martin Arán, FIL-IIBBA-CONICET, Argentina

Paula Burdisso, PlaBEM, IBR-CONICET, Rosario, Argentina

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