

Memorandum of Cooperation

For the development of the CoDE Community for Information Resilience

English translation · Working draft dated 24 August 2026

The Memorandum is to be signed in Bulgarian, as stated in Article 76. The Bulgarian source document is available at code.icrl.eu/memorandum/.

Today,, in, the original signatories to this Memorandum, listed in the “Signatures” section, adopt this Memorandum of Cooperation for the Development of the CoDE Community for Information Resilience, hereinafter referred to as the “Memorandum”.

I. Preamble

The original signatories,

recognising that the CoDE project has built substantial expert, academic, institutional, communication and partnership capacity in the fields of information resilience, analysis of the information environment, countering disinformation, capacity building, training, research, public communication and related activities;

acknowledging that, following the completion of the CoDE project, this capacity needs to be preserved, developed and built upon through an open, voluntary, cross-sector community for cooperation;

sharing the understanding that the CoDE Community for Information Resilience is the direct successor to the CoDE project in terms of its expertise, substantive work, partnerships and community, without constituting an administrative, financial or legal continuation of the project;

recognising the importance of interaction between academic institutions, public authorities, civil society organisations, media, experts, researchers, professional communities, businesses and other stakeholders;

recognising that information resilience requires reliable, verifiable, ethical and professionally grounded work with information, data, analyses, public messages and expert outputs;

wishing to establish a clear, traceable and legally sound framework for cooperation that individuals and legal entities may join;

emphasising that participation in the CoDE Community for Information Resilience is voluntary and does not, of itself, give rise to financial, representation, employment, administrative or other contractual obligations;

have agreed as follows:

II. Definitions

Article 1. For the purposes of this Memorandum, the following terms shall have the meanings set out below:

1. “Memorandum” means this framework document for cooperation for the development of the CoDE Community for Information Resilience, together with its annexes, where relevant.
2. “CoDE project” means the project that established the expert, academic, partnership, communication and organisational foundations for subsequent cooperation between stakeholders. The project was implemented in 2023–2026 with the support of the America for Bulgaria Foundation by the following partner organisations: Sofia University “St. Kliment

Ohridski”, through its Faculty of Economics and Business Administration (coordinating partner), Faculty of Philosophy and Big Data for Smart Society Institute; the Institute of Information and Communication Technologies at the Bulgarian Academy of Sciences; the European Software Institute; Webcentric EOOD; Contipso OOD; and Identrics AD.

3. “CoDE Community for Information Resilience” or “Community” means an open community of experts, academic institutions and partners across sectors, established as a result of the CoDE project and developed as its direct successor in terms of expertise, substantive work, partnerships and community.

4. “Information resilience” means a state and quality of the information environment in which information, data, analyses and public statements are created, verified, used and disseminated in a manner that supports accuracy, reliability, traceability, professional accountability and informed decision-making, despite various forms of information attack.

5. “Parties” means the original signatories to this Memorandum.

6. “Participants” means the Parties to the Memorandum and all individuals or legal entities that subsequently join it.

7. “Acceding Participant” means an individual or legal entity that has signed a Declaration of Accession to this Memorandum.

8. “Specific activity” means any initiative, project, training, analysis, event, working group, publication, expert activity or other form of cooperation undertaken within the Community on the basis of this Memorandum.

9. “Declaration of Accession” means a written document by which an individual or legal entity states that it accepts the objectives, principles and terms of this Memorandum and joins the Community.

10. “Declaration of Withdrawal” means a written document or notice by which a Participant declares the termination of its participation in the Memorandum and the Community.

III. Subject matter and purpose of the Memorandum

Article 2. This Memorandum sets out the general framework, principles, forms and procedures for cooperation between Participants for the development of the CoDE Community for Information Resilience.

Article 3. The Community is established as an open, voluntary partnership community with traceable participation, preserving, developing and building upon the results, expertise, partnerships and substantive focus of the CoDE project.

Article 4. The purpose of the Memorandum is to establish a stable framework for continuing cooperation between individuals and legal entities in the following areas:

1. information resilience;
2. analysis of the information environment;
3. information integrity;
4. countering disinformation, unintentionally false or inaccurate information (misinformation), manipulative information influence and other forms of information disorder;
5. information superiority;
6. research, publications, reports and expert analyses;
7. training, capacity building and skills development, including critical thinking;
8. analysis of open sources, including OSINT, where applicable and lawful;

9. public communication, media and information literacy;
10. methodological, expert and organisational support;
11. interinstitutional, cross-sector, European and international cooperation.

Article 5. The Memorandum does not reinstate, continue or replace the CoDE project as a project, administrative, financial or contractual structure. It establishes an independent framework for cooperation within the Community, created as an outcome of the CoDE project and its direct successor in terms of expertise, substantive work, partnerships and community.

Article 6. The Memorandum does not constitute a commissioning contract, funding agreement, employment contract, consultancy agreement, service contract, agency agreement or any other document that, of itself, creates specific financial or operational obligations.

V. Principles of cooperation

Article 7. Cooperation under this Memorandum is based on the following principles:

1. voluntary participation;
2. equality of Participants;
3. institutional, organisational and professional autonomy;
4. good faith, fairness and commitment to the Community's objectives;
5. compliance with the law;
6. independence of expert judgement;
7. transparency in cooperation;
8. verifiability of public statements;
9. responsible and accurate use of information;
10. protection of confidential information;
11. protection of personal data;
12. respect for intellectual property;
13. avoidance of misleading publicity;
14. absence of automatic financial obligations;
15. participation in specific activities only with the express consent of the relevant Participant.

Article 8. Each Participant retains its autonomy, internal rules, institutional identity, professional independence and right to participate in other initiatives, programmes, projects, networks, partnerships or agreements.

Article 9. No Participant should use its participation in the Community in a way that conflicts with the objectives of the Memorandum, undermines trust in the Community or creates a misleading impression of the scope of cooperation.

Article 10. Decisions concerning the Community as a whole, its collective public representation or the organisation of interaction between Participants shall be adopted with the express written consent of all Participants. Decisions relating solely to a specific activity shall be adopted by the Participants in that activity, unless this Memorandum provides otherwise.

V. Participants, accession and withdrawal

Article 11. Legal entities and individuals that accept the objectives, principles and terms of this Memorandum may accede to it.

Article 12. Legal entities within the meaning of this Memorandum may include institutions, organisations, associations, foundations, companies, media organisations, professional bodies, academic and research bodies, and other legal entities relevant to the subject matter and objectives of the Memorandum.

Article 13. Individuals within the meaning of this Memorandum may include experts, researchers, educators, analysts, consultants, specialists and other persons with relevant competence, experience or an interest in the subject matter and objectives of the Memorandum.

Article 14. Accession to the Memorandum takes place by signing a Declaration of Accession using the relevant template.

Article 15. The accession of a new Participant does not require the Parties or Participants that have already acceded to sign the main text of the Memorandum again.

Article 16. By signing the Declaration of Accession, the individual or legal entity concerned accepts the objectives, principles and terms of this Memorandum and declares that it is joining the Community.

Article 17. A coordinator shall be appointed and replaced only with the express written consent of all Participants. In the absence of such consent, no coordinator shall be deemed to have been appointed.

Article 18. The coordinator appointed pursuant to Article 17 may maintain a register of Participants and of declarations of accession and withdrawal.

Article 19. Any Participant may withdraw from the Memorandum by sending written notice or a Declaration of Withdrawal to the coordinator appointed pursuant to Article 17 or, if no coordinator has been appointed, to all other Participants.

Article 20. Withdrawal takes effect prospectively and does not affect commitments already expressly undertaken in relation to specific activities, where such commitments have been agreed in a separate written document.

Article 21. Following withdrawal, the Participant concerned should no longer be presented as an active participant in the Community, except in historical accounts of activities already completed, subject to the rules on accurate publicity.

VI. Forms of cooperation and specific activities

Article 22. Cooperation under the Memorandum may take the following forms:

1. joint analyses, reports and expert opinions;
2. research and publications;
3. training, seminars, workshops and practical activities;
4. conferences, round tables, public lectures and expert discussions;
5. educational initiatives and capacity-building programmes;
6. development, adaptation and exchange of methodologies;
7. participation in project proposals;
8. establishment of working groups;

9. establishment and maintenance of expert networks;
10. communication and information initiatives;
11. cooperation with national, European and international organisations;
12. other activities consistent with the subject matter and objectives of the Memorandum.

Article 23. A Participant shall take part in a specific activity only if it has expressed its consent to do so.

Article 24. Accession to the Memorandum does not in itself constitute consent to participate in all future activities, initiatives, projects, events, working groups or public formats within the Community.

Article 25. Separate work programmes, action plans, project proposals, protocols, terms of reference, agreements or other documents may be prepared for specific activities, defining the participants, scope, deadlines, responsibilities, resources and expected results.

Article 26. Where a specific activity is expected to produce a public output, its Participants shall agree in advance on how participation, authorship, institutional affiliation and visual identity will be presented, and on the conditions for publication.

VII. Coordination of cooperation

Article 27. The coordinator appointed pursuant to Article 17 facilitates interaction within the Community under the terms of this Memorandum. The coordinator may be either an individual or a legal entity. The coordinator's contact details shall be provided by email to all Participants and on a suitable platform designated by them (a website).

Article 28. Coordination under this Memorandum does not constitute hierarchical management of Participants and does not affect their institutional, organisational, professional or expert autonomy.

Article 29. The coordinator may:

1. maintain a register of Participants;
2. receive and retain declarations of accession and withdrawal;
3. facilitate communication between Participants;
4. assist in coordinating initiatives;
5. support publicity for activities where this has been agreed;
6. organise meetings, consultations and working formats;
7. maintain information about ongoing and completed activities within the Community;
8. prepare templates, procedural guidance and other supporting documents necessary for the Community's operation.

Article 30. Different coordinators, lead organisations, expert teams or working groups may be designated for specific activities with the express written consent of the Participants in the activity concerned.

Article 31. Designating a coordinator, lead organisation, expert team or working group for a specific activity does not confer authority to represent other Participants, unless expressly agreed in a separate written document.

VIII. Publicity, communication and use of names, logos and marks

Article 32. Public announcements of participation in the Memorandum and of activities within the Community shall be accurate, fair and not misleading.

Article 33. A Participant's name, logo, brand, mark, visual identity, institutional affiliation or other distinctive element may be used only with that Participant's prior consent.

Article 34. Participation in the Memorandum does not entitle any Participant to speak on behalf of another Participant, represent it publicly or undertake commitments on its behalf.

Article 35. Public announcements, press releases, publications, information materials and other forms of public communication relating to a specific activity shall be agreed between the Participants in that activity, unless otherwise provided in a separate document.

Article 36. The Community may maintain a public list of Participants, unless a Participant has expressly requested a restriction on the public disclosure of its participation.

Article 37. When a Participant withdraws, public information should be updated within a reasonable period.

Article 38. No Participant may use the name "CoDE" or "CoDE Community for Information Resilience" to participate in projects or initiatives without the participation or prior written consent of all Participants. The names "CoDE" and "CoDE Community for Information Resilience", and references to the CoDE project, may not be used in a manner that creates a misleading impression of legal succession, authority to represent, institutional affiliation or the assumption of obligations on behalf of another Participant.

IX. Confidentiality, information and personal data

Article 39. Participants undertake to protect confidential information received in connection with this Memorandum or specific activities within the Community.

Article 40. Information is considered confidential if it is designated as such or if its nature is such that it should reasonably be treated as confidential.

Article 41. Confidential information may not be disclosed to third parties without the prior consent of the Participant that provided it, unless disclosure is required by law.

Article 42. The restrictions in this section do not apply to information that:

1. is publicly available at the time of disclosure;
2. has become publicly available without a breach of this Memorandum;
3. has been lawfully obtained from another source;
4. must be disclosed under a law, an act of a competent authority or a court order.

Article 43. When processing personal data, Participants shall comply with applicable personal data protection legislation.

Article 44. Where a specific activity involves the processing of personal data, the Participants in that activity shall, where necessary, set out the relevant roles, legal grounds, safeguards and responsibilities in a separate document.

Article 45. When working with data, sources, analyses and materials relating to the information environment, Participants shall exercise professional care to ensure accuracy, verifiability, fidelity to context and lawful use of information.

X. Intellectual property and results

Article 46. Each Participant retains its rights to pre-existing materials, methodologies, data, databases, marks, developments, publications, analyses, training materials and other intellectual property.

Article 47. One Participant may use another Participant's materials, methodologies, data, developments, marks or other intellectual property only with the express consent of the holder of the relevant rights.

Article 48. Rights to results created in specific joint activities shall be regulated separately between the Participants in the activity concerned.

Article 49. In research publications, analyses, reports and other expert outputs, Participants shall comply with applicable academic and professional standards concerning authorship, contribution, citation, ethical conduct and avoidance of conflicts of interest.

Article 50. Where the result of a specific activity is published on behalf of more than one Participant, the arrangements for authorship, editing, approval, public presentation and subsequent use shall be agreed in advance between the Participants in that activity.

XI. Financial terms and absence of automatic obligations

Article 51. Each Participant shall bear its own costs in connection with its participation in the Memorandum, unless otherwise expressly agreed in a separate written document.

Article 52. Funding, co-funding, payment, commissioning, donations, provision of resources or any other financial commitment may arise only on the basis of a separate written document signed by the relevant Participants, in compliance with applicable internal rules and legal requirements.

Article 53. No Participant may undertake financial obligations on behalf of another Participant solely on the basis of this Memorandum.

Article 54. Participation in the Community does not create an entitlement to remuneration, compensation, funding, commissioned work or access to resources, unless expressly agreed in a separate written document.

Article 55. Each Participant is responsible only for its own acts, omissions, costs and expressly assumed obligations. This Memorandum does not create joint and several liability between Participants and may not be interpreted as a basis for one Participant to be liable for another Participant's acts, omissions or obligations.

XII. Legal nature and authority to represent

Article 56. This Memorandum expresses a shared intention to cooperate and establishes a framework for interaction between Participants.

Article 57. The CoDE Community for Information Resilience established under this Memorandum is not a legal entity, legal successor, consortium, association, civil partnership, commercial company, grouping with legal personality or other independent legal structure.

Article 58. Describing the Community as the successor to the CoDE project refers to expertise, substantive work, partnerships and communication, and should not be interpreted as legal succession, transfer of rights, assumption of obligations or continuation of project, financial, administrative or contractual relationships.

Article 59. The Memorandum does not create an employment relationship, representation, agency, power of attorney, joint venture or other form of legal relationship, except insofar as this is expressly regulated in a separate written document.

Article 60. The coordinator performs solely coordination and administrative support functions under this Memorandum. The coordinator is not a governing body, has no authority to represent Participants and may not make decisions binding on them.

Article 61. Any dispute between Participants concerning the interpretation, application or performance of the Memorandum shall be resolved through negotiation. If no agreement is reached, the dispute shall be referred to the competent Bulgarian court.

Article 62. Clauses concerning confidentiality, publicity, use of names, logos and marks, information protection, personal data, intellectual property and accurate representation of participation are binding insofar as they apply to the Participant and specific activity concerned.

XIII. Duration, amendment and termination

Article 63. This Memorandum enters into force on the date of its signing by the original Parties.

Article 64. The Memorandum is concluded for an indefinite period.

Article 65. Any Participant may terminate its participation in accordance with the withdrawal procedure set out in this Memorandum.

Article 66. The Memorandum may be amended or supplemented by a written instrument signed by all Participants.

Article 67. A proposed amendment or supplement that has not been accepted and signed by all Participants has no effect and does not amend the Memorandum.

Article 68. The termination of an individual Participant's participation does not terminate the Memorandum in respect of the remaining Participants.

Article 69. Termination of the Memorandum or withdrawal of a Participant does not affect obligations already expressly undertaken for specific activities, where these have been agreed separately.

Article 70. Provisions concerning confidentiality, publicity, information protection, personal data, intellectual property and proper use of names, logos and marks shall remain in effect after withdrawal or termination, insofar as necessary in view of the nature of the information, activity or result concerned.

XIV. Notices and contact persons

Article 71. Official communication relating to this Memorandum shall be in writing.

Article 72. Email is accepted as a permissible channel for notices, unless otherwise agreed for a specific activity.

Article 73. Each Participant shall designate a contact person and provide current contact details.

Article 74. Participants shall notify the others of changes to their contact details within a reasonable period.

Article 75. Declarations of accession and withdrawal shall be sent to the coordinator appointed pursuant to Article 17 or, if no coordinator has been appointed, to all other Participants.

XV. Final provisions

Article 76. This Memorandum shall be signed in Bulgarian.

Article 77. The Memorandum may be signed in one or more identical counterparts, including separate counterparts signed by different Parties.

Article 78. The Memorandum may also be signed using a qualified electronic signature, insofar as permitted by applicable legislation and the internal rules of the respective Parties.

Article 79. Declarations of accession and withdrawal shall be retained by the coordinator or, if no coordinator has been appointed, by each Participant in respect of the declarations it has received, until a coordinator is appointed.

Article 80. The annexes to this Memorandum are:

1. Annex No. 1 — Declaration of Accession for a Legal Entity;
2. Annex No. 2 — Declaration of Accession for an Individual;
3. Annex No. 3 — Declaration of Withdrawal;
4. Annex No. 4 — Template for Describing a Specific Activity, Initiative or Working Group;
5. Annex No. 5 — Participant Contact Details and Public Profile.

Article 81. Matters not provided for in this Memorandum shall be governed by the relevant provisions of the legislation in force, insofar as applicable.

XVI. Signatures

This Memorandum is signed by the original Parties as follows:

For Sofia University “St. Kliment Ohridski” — Faculty of Economics and Business Administration and Faculty of Philosophy

Signature:

Name: _____

Position: _____

Date: _____

For Big Data for Smart Society Institute, Sofia University “St. Kliment Ohridski” (GATE)

Signature:

Name: _____

Position: _____

Date: _____

For Institute of Information and Communication Technologies, Bulgarian Academy of Sciences (BAS)

Signature:

Name: _____

Position: _____

Date: _____

For European Software Institute (ESI)

Signature:

Name: _____

Position: _____

Date: _____

For Webcentric EOOD

Signature:

Name: _____

Position: _____

Date: _____

For Contipso OOD

Signature:

Name: _____

Position: _____

Date: _____

For Identricks AD

Signature:

Name: _____

Position: _____

Date: _____

Annex No. 1 — Declaration of Accession for a Legal Entity

To the Coordinator under the Memorandum of Cooperation for the Development of the CoDE Community for Information Resilience or, if no coordinator has been appointed, to all Participants

DECLARATION OF ACCESSION for a legal entity

From: [full name of the legal entity], Unified Identification Code (UIC)/BULSTAT/registration number: [●], with registered office and management address at: [●], represented by: [name, position], hereinafter referred to as the “Acceding Participant”.

By this declaration, the Acceding Participant states that it:

1. accedes to the Memorandum of Cooperation for the Development of the CoDE Community for Information Resilience;
2. accepts the objectives, principles and terms of the Memorandum;
3. understands that accession does not create automatic financial, contractual, employment, representation, administrative or other specific obligations;
4. understands that participation in specific activities arises only with express consent;
5. agrees that its contact details and public profile may be used for coordination and publicity purposes under the terms of the Memorandum, where applicable.

Contact details:

Contact person:

Position: _____

Email: _____

Telephone: _____

Address/website:

Date: [●]

Signature and stamp, where applicable:

Annex No. 2 — Declaration of Accession for an Individual

To the Coordinator under the Memorandum of Cooperation for the Development of the CoDE Community for Information Resilience or, if no coordinator has been appointed, to all Participants

DECLARATION OF ACCESSION for an individual

From: [full name], with professional/expert experience in: [●], email: [●], hereinafter referred to as the “Acceding Participant”.

By this declaration, the Acceding Participant states that they:

1. accede to the Memorandum of Cooperation for the Development of the CoDE Community for Information Resilience;
2. accept the objectives, principles and terms of the Memorandum;
3. understand that accession is voluntary and does not create automatic financial, contractual, employment, representation, administrative or other specific obligations;
4. understand that participation in specific activities arises only with express consent;
5. agree that the contact details provided may be used for coordination purposes under the Memorandum.

Contact details and public profile:

Name: _____

Professional/expert experience:

Email: _____

Telephone, where applicable:

Short public profile, where applicable:

Date: [●]

Signature:

Annex No. 3 — Declaration of Withdrawal

DECLARATION OF WITHDRAWAL

From: [name of the Participant], which has acceded to the Memorandum of Cooperation for the Development of the CoDE Community for Information Resilience.

By this declaration, I/we give notice of withdrawal from the Memorandum and the CoDE Community for Information Resilience, effective from the date this declaration is received by the Coordinator under the Memorandum or, if no coordinator has been appointed, from the date it has been received by all other Participants, unless a later date is specified: [●].

I/we confirm that withdrawal takes effect prospectively and does not affect commitments already expressly undertaken for specific activities, where these have been agreed in a separate written document.

I/we request that public information concerning my/our participation in the Community be updated within a reasonable period, where applicable.

Date: [●]

Signature/representative:

Annex No. 4 — Template for Describing a Specific Activity, Initiative or Working Group

This template may be used to describe a specific activity within the Community. It does not create a financial or other legal obligation unless expressly provided for in a separate signed document.

Activity title: _____

Brief description:

Activity lead/coordinator:

Participants: _____

Objectives: _____

Main tasks: _____

Expected results:

Deadline/period:

Form of publicity:

Resources required, where applicable:

Financial terms, if any

Only under a separate written document

Conditions for use of results:

Contact person:

Annex No. 5 — Participant Contact Details and Public Profile

This template may be used to maintain current information about Participants in the Community, including for internal coordination and public presentation, where permissible and agreed.

Participant’s name:

Type of Participant

Legal entity / individual

Short public profile:

Website: _____

Logo/visual identity

[description or instructions for provision]

Contact person:

Email: _____

Telephone, where applicable:

Restrictions on public listing

[none / restrictions: ●]

Date last updated:
