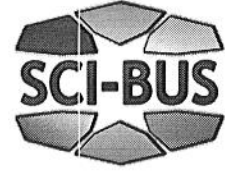
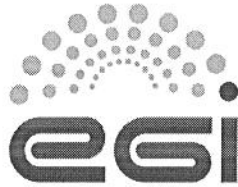


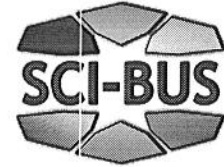
**Memorandum of Understanding
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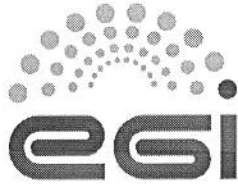
**Memorandum of Understanding between
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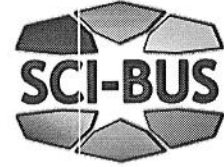
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BACKGROUND

The “Integrated Sustainable Pan-European Infrastructure for Researchers in Europe” project (hereafter referred to as “EGI-InSPIRE”)¹ supports the transition from a project-based system to a sustainable pan-European e-Infrastructure, by supporting ‘grids’ of High-Performance Computing (HPC) and High-Throughput Computing (HTC) resources. EGI.eu, supported by EGI-InSPIRE, is the central organization that provides a coordinating hub for European DCIs and will also be ideally placed to integrate new Distributed Computing Infrastructures (DCIs) such as clouds, supercomputing networks and desktop grids, to benefit the user communities within the European Research Area (ERA). A summary of EGI-InSPIRE is attached as Annex 1.

SCI-BUS (SCientific gateway Based User Support) has been established as a 3 year project to create a generic-purpose gateway technology that will enable seamless access to major European DCIs including clusters, supercomputers, grids, desktop grids, academic and commercial clouds. SCI-BUS will also develop an application-specific gateway building technology and a customisation methodology through which user communities can easily implement their own customised science gateways. This will then be applied to create application-specific science gateways customised to user communities including those of astrophysics, seismology, helio-physics, computational chemistry, bioscience, biomedicine, PireGrid SMEs’ community, Blender community, citizens’ web-2 community, DCI application developer communities, and the business process modelling community. SCI-BUS will also develop business models to enable the commercial exploitation of the developed technologies.

Institutions common to both projects are: TCD, MTA SZTAKI, ETH Zurich, METU, EKUT and INAF.

ARTICLE 1: PURPOSE

The purpose of this Memorandum of Understanding (MoU) is to define a framework of collaboration between EGI-InSPIRE and SCI-BUS (hereafter also referred to as “the Party” or the “Parties”). The Parties recognise, by this MoU, the opening of a wider and longer-term cooperation in activities that will bring visible benefits.

ARTICLE 2: DEFINITIONS

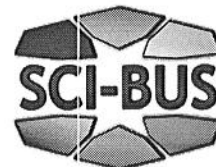
For the purpose of this MoU:

- a) The term Virtual Research Community (VRC) refers a group of large-scale research collaborations, or a number of separate VOs grouped according to research domain or computational technique. The group shares information and experience in achieving their goals through the use of an e-Infrastructure (e.g. best practices, applications, training material).
- b) The term European Grid Infrastructure (EGI) refers to the production infrastructure – the federated resources brought together by the participants within EGI.eu, or made accessible to the VRC through various MoUs – that EGI.eu coordinates on behalf of the EGI community.

¹<http://www.egi.eu/projects/egi-inspire/>



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ARTICLE 3: JOINT WORK PLAN

The parties contribute to enable the vision of providing European scientists and international collaboration for sustainable distributed computing services to support their work. In this broad context, the specific goals of the collaborations are:

1. VRC Integration
2. Dissemination

The specific activities to be carried out in the framework of the collaboration are²:

A.1 VRC Integration

Parties Involved: EGI-InSPIRE NA2.5 Task Leader (Gergely Sipos, EGI.eu); SCI-BUS Technical Coordinator (Zoltan Farkas, SZTAKI)

Description of work: This activity will explore the use of the SCI-BUS Competence Center and its solutions for creating customised science gateways for EGI user communities and enabling these communities to easily develop their own customised gateways. This activity offers an important opportunity to have requirements coming from e-Infrastructure communities served by SCI-BUS into EGI and hence, to influence the evolution of the support services, policies and procedures for science gateway development and integration. It also provides information and support channels to the EGI community and will allow members to actively contribute to the work of the SCI-BUS Competence Center via the SCI-BUS Portlet Repository. SCI-BUS will develop and integrate an availability monitoring service for the SCI-BUS Generic Gateway technology based on the EGI monitoring infrastructure, which will be a feature of the first SCI-BUS gUSE release. EGI-InSPIRE will provide the necessary support to interface the existing and new EGI communities with the SCI-BUS Competence Center. Finally, this activity will provide SCI-BUS with a channel for contributing to the wider EGI community through the provision of training material, application details, documentation and presentations that can be made available to through the EGI User Support services (e.g. Training Marketplace, Applications Database).

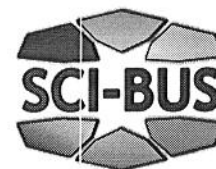
Expected outcome:

- M1.1: Complete the development and integration work for availability monitoring of the SCI-BUS Generic Gateway technology.
- M1.2: Exchange and promotion of training material and documentation between EGI.eu and SCI-BUS support services and teams after each major SCI-BUS Generic Gateway technology release.
- M1.3: After each major SCI-BUS Generic Gateway technology release, EGI and SCI-BUS shall meet to discuss and mutually agree future work on e-Infrastructure development and generic gateway technologies based on emerging user community requirements.
- M1.4: In synchrony with EGI Community and Technical Forums, EGI-InSPIRE and SCI-BUS shall meet to exchange information on active or potential communities in order to extend EGI communities and SCI-BUS gateway communities.

² Party leading the activity is underlined.



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A.2 Dissemination

Parties Involved: EGI-InSPIRE NA2.2 Task Leader (Catherine Gater, EGI.eu); SCI-BUS NA2 Leader (Elisa Cauhé Martin, BIFI)

Description of work: The objective of this activity is to maximise the impact of both SCI-BUS and EGI-InSPIRE through the efficient coordination of dissemination and marketing. This will involve establishing contact points for communication channels and publications, as well as sharing time constraints relating to both parties. SCI-BUS and EGI-InSPIRE will collaborate and help each other in the production of dissemination material, through marketing of technologies and services, by organising events and also by disseminating the progress and results from the collaboration within their respective communities.

Expected outcome:

- M2.1: Start of the collaboration advertised through each Party’s website with a dedicated static page and news article.
- M2.2: Under the general umbrella of the EGI Forums organise joint events on science gateways and enabling technologies at the end of SCI-BUS project years 1 and 2.
- M2.3: Issue a final report on the main achievements, outstanding issues and future plans related to the collaboration between SCI-BUS and EGI-InSPIRE. The input must cover all of the activities that are defined in the Joint Work Plan section of this MoU.

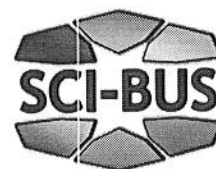
ARTICLE 4: TIMELINE AND REPORTING

The EGI-InSPIRE NA2.3 Strategy and Policy Team (SPT) will coordinate the periodic review of the progress of the activities defined in Article 3 (Joint Work Plan), follow-up the milestones defined below and distribute reports to both Parties. Special meetings between the points of contact designated under Article 5 (Communication) shall be held, as often as necessary, to examine the progress in the implementing of this Agreement.

Date	Milestone	Achievement
Apr 12	M2.1	Advertise the start of the collaboration through each Party’s website with a dedicated static page and news article. Lead: SCI-BUS
Sep 12	M1.1	Complete the development and integration work for availability monitoring of the SCI-BUS Generic Gateway technology. Lead: SCI-BUS
Sep 12 (EGI TF)	M1.2.1	1st SCI-BUS portal release – training material and documentation have been exchanged between EGI.eu and SCI-BUS support services and teams after major SCI-BUS Generic Gateway technology release. Lead: SCI-BUS
Sep 12 (EGI TF)	M1.3.1	1st SCI-BUS portal release – meeting at the EGI Technical Forum to discuss and mutually agree future work on e-Infrastructure development and generic gateway technologies based on emerging user community requirements. Lead: EGI.eu
Sep 12 (EGI TF)	M1.4.1	Meeting at the EGI Technical Forum to exchange information on active or potential communities in order to extend EGI communities and SCI-BUS gateway communities. Lead: EGI.eu
Sep 12 (EGI TF)	M2.2.1	Under the general umbrella of the EGI Technical Forum, organise a joint event on science gateways and enabling technologies. Lead: SCI-BUS
Apr 13 (EGI CF)	M1.4.2	Meeting at the EGI Community Forum to exchange information on active or potential communities in order to extend EGI communities and SCI-BUS gateway communities. Lead: EGI.eu



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Sep 13 (EGI TF)	M1.2.2	2nd SCI-BUS portal release – training material and documentation exchanged between EGI.eu and SCI-BUS support services and teams after major SCI-BUS Generic Gateway technology release. Lead: SCI-BUS
Sep 13 (EGI TF)	M1.3.2	2nd SCI-BUS portal release – meeting at the EGI Technical Forum to discuss and mutually agree future work on e-Infrastructure development and generic gateway technologies based on emerging user community requirements. Lead: EGI.eu
Sep 13 (EGI TF)	M1.4.3	Meeting at the EGI Technical Forum to exchange information on active or potential communities in order to extend EGI communities and SCI-BUS gateway communities. Lead: EGI.eu
Sep 13 (EGI TF)	M2.2.2	Under the general umbrella of the EGI Technical Forum, organise a joint event on science gateways and enabling technologies. Lead: SCI-BUS
Apr 14 (EGI CF)	M1.4.4	Meeting at the EGI Community Forum to exchange information on active or potential communities in order to extend EGI communities and SCI-BUS gateway communities. Lead: EGI.eu
Sep 14	M2.3	A final report on the main achievements, outstanding issues and future plans related to the collaboration between SCI-BUS and EGI-InSPIRE is issued. The report shall cover all of the activities that are defined in the Joint Work Plan section of this MoU. Lead: SCI-BUS.

ARTICLE 5: COMMUNICATION

The Parties shall keep each other informed on all their respective activities and on their progress and shall consult regularly on areas offering potential for cooperation.

Joint working groups may be established to examine in detail proposals in areas assigned to them by the Parties referred to in Article 3 (Joint Work Plan) and to make recommendations to the Parties.

Each Party shall designate a “point of contact” that shall be responsible for monitoring the implementation of this MoU and for taking measures to assist in the further development of cooperative activities. Such points of contact shall be the ordinary channel for the Parties' communication of proposals for cooperation.

The primary point of contact for each Party is:

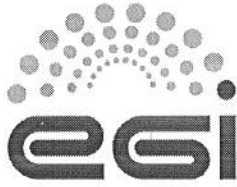
EGI-InSPIRE: Sergio Andreozzi, sergio.andreozzi@egi.eu

SCI-BUS: Agnes Szeberenyi szeberenyi@sztaki.hu

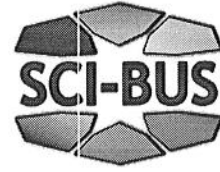
Questions of principle or problems that cannot be solved at primary contact level are escalated to the EGI-InSPIRE Director and the SCI-BUS Project Coordinator.

ARTICLE 6: RIGHTS AND RESPONSIBILITIES

The procedure is set out in Annex 3.



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ARTICLE 7: FUNDING

Each Party shall bear the costs of discharging its respective responsibilities under this MoU, including travel and subsistence of its own personnel and transportation of goods and equipment and associated documentation, unless otherwise agreed in this MoU.

Each Party shall make available free of charge to the other Party any office/meeting space needed for the joint activities.

The Parties' obligations hereunder are subject to their respective funding procedures and the availability of appropriated funds. Should either Party encounter budgetary problems in the course of its respective internal procedures that may affect the activities carried out under this MoU, that Party shall notify and consult with the other Party in a timely manner in order to minimise the negative impact of such problems on the cooperation. The Parties shall jointly look for mutually agreeable solutions.

In order to reduce the impact on travel costs, face-to-face meetings should be co-located with other events where participants are likely to attend. Meeting via teleconferences should be considered when the nature of the discussion does not strictly require a face-to-face presence.

ARTICLE 8: ENTRY INTO FORCE, DURATION AND TERMINATION

This MoU will enter into force when signed by the authorised representatives of the Parties and shall remain in force until completion of the activities identified in Article 3 (Joint Work Plan), or upon termination of the projects in which the Parties participate, or upon three (3) months prior written notice by one Party to the other. In the event of termination, the parties shall endeavour to reach agreement on terms and conditions to minimise negative impacts on the other Party. In the event of the continuation of the present cooperation, the Agreement may be extended and/or amended by mutual agreement in writing.

ARTICLE 9: AMENDMENTS

The MoU may be amended by written agreement of the Parties. Amendments shall be valid only if signed by the authorized representatives of the Parties.

ARTICLE 10: ANNEXES

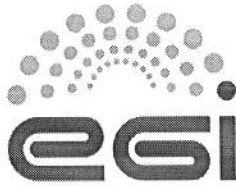
Annexes 1, 2, 3 and 4 attached hereto have the same validity as this MoU and together constitute the entire understanding and rights and obligations covering the cooperation accepted by the Parties under this MoU. Annexes may be amended following the provisions of Article 9 (Amendments).

ARTICLE 11: LANGUAGE

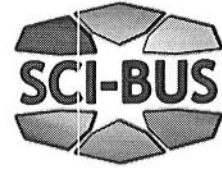
The language for this MoU, its interpretation and all cooperative activities foreseen for its implementation, is English.

ARTICLE 12: GOVERNING LAW - DISPUTE RESOLUTION

The terms of this MoU shall be interpreted in accordance with their true meaning and effect independently of national and local law. Provided that if and insofar as this MoU does not stipulate, or any of its terms are ambiguous or unclear reference shall be made to the substantive laws of Belgium. Disputes shall be resolved by amicable settlement or failing which by arbitration in accordance with the procedure set out in Annex 4.



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IN WITNESS WHEREOF, the Parties have caused their duly authorised representatives to sign two originals of this Memorandum of Understanding, in the English language.

The following agree to the terms and conditions of this MoU:

Handwritten signature of Dr. Steven Newhouse in black ink.

Dr. Steven Newhouse
EGI-InSPIRE Project Director

Handwritten signature of Prof. Dr. Peter Kacsuk in black ink.

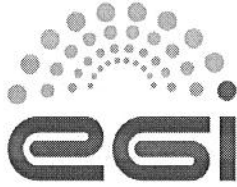
Prof. Dr. Peter Kacsuk
SCI-BUS Project Coordinator

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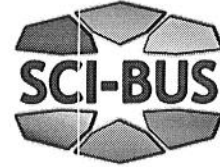
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Date



Memorandum of Understanding between EGI-InSPIRE and SCI-BUS



Annex 1 EGI-InSPIRE Description

To support science and innovation, a lasting operational model for e-Infrastructure is needed – both for coordinating the infrastructure and for delivering integrated services that cross national borders. The EGI-InSPIRE project will support the transition from a project-based system to a sustainable pan-European e-Infrastructure, by supporting ‘grids’ of high-performance computing (HPC) and high-throughput computing (HTC) resources. EGI-InSPIRE will also be ideally placed to integrate new Distributed Computing Infrastructures (DCIs) such as clouds, supercomputing networks and desktop grids, to benefit the user communities within the European Research Area. EGI-InSPIRE will collect user requirements and provide support for the current and emerging user communities. Support will also be given to the current heavy users of the infrastructure, such as high energy physics, computational chemistry and life sciences, as they move their critical services and tools from a centralised support model to one driven by their own individual communities.

Objectives

The objectives of the project are:

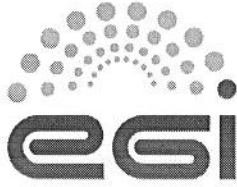
- The continued operation and expansion of today’s production infrastructure by transitioning to a governance model and operational infrastructure that can be increasingly sustained outside of specific project funding.
- The continued support of researchers within Europe and their international collaborators that are using the current production infrastructure.
- The support for current heavy users of the infrastructure in earth science, astronomy and astrophysics, fusion, computational chemistry and materials science technology, life sciences and high energy physics as they move to sustainable support models for their own communities.
- Interfaces that expand access to new user communities including new potential heavy users of the infrastructure from the ESFRI projects.
- Mechanisms to integrate existing infrastructure providers in Europe and around the world into the production infrastructure, so as to provide transparent access to all authorised users.
- Establish processes and procedures to allow the integration of new DCI technologies (e.g. clouds, volunteer desktop grids) and heterogeneous resources (e.g. HTC and HPC) into a seamless production infrastructure as they mature and demonstrate value to the EGI community.

The EGI community is a federation of independent national and community resource providers, whose resources support specific research communities and international collaborators both within Europe and worldwide. EGI.eu, coordinator of EGI-InSPIRE, brings together partner institutions established within the community to provide a set of essential human and technical services that enable secure integrated access to distributed resources on behalf of the community. The production infrastructure supports Virtual Research Communities – structured international user communities – that are grouped into specific research domains. VRCs are formally represented within EGI at both a technical and strategic level.

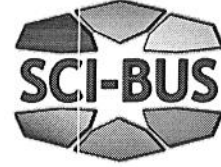
Consortium: The EGI-InSPIRE consortium has 50 partners with representatives of 42 National Grid Initiatives (NGIs) and European International Research Organisation (EIROs) in geographical Europe, and eight Asia Pacific partners, coordinated by EGI.eu a dedicated organisation established to provide an integrated sustainable pan-European Infrastructure for all researchers in Europe.

Duration: 48 months - EC Contribution: 25,000,000 € - Total Budget: cca. 72,000,000 €

Total Manpower: 9,241 Person Months.



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Annex 2 SCI-BUS Description

Summary: SCI-BUS will create a generic-purpose gateway technology to provide seamless access to major European DCIs including clusters, supercomputers, grids, desktop grids, academic and commercial clouds. SCI-BUS will also develop an application-specific gateway building technology and a customisation methodology through which user communities can easily implement customised gateways. The gateway technology and customisation methodology will be applied to create application-specific gateways customised to user communities including astrophysics, seismology, helio-physics, computational chemistry, bioscience, biomedicine, PireGrid SMEs' community, Blender community, citizens' web-2 community, DCI application developer communities, and the business process modelling community. SCI-BUS will also develop business models to enable the commercial exploitation of the developed technologies.

Objectives: In order to help scientific research communities build their own customised gateways, SCI-BUS will:

- Create a generic-purpose gateway technology as a toolset to provide seamless access to major computing, data and networking infrastructures and services;
- Develop an application-specific gateway building technology and customisation methodology;
- Use best-practice case studies in order to promote the technologies and methodologies;
- Provide application developers and end-users in European communities with development, operation and maintenance support;
- Create and maintain a Liferay portlet repository;
- Develop a business model defining the sustainability of the gateway services developed during the project.

Fact sheet:

<http://www.sci-bus.eu/documents/94981/119546/SCI-BUS+Fact+Sheet>

Participating SCI-BUS Members:

Technical Coordinator Zoltan Farkas <zfarkas@sztaki.hu>

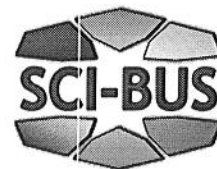
NA2 Leader: Elisa Cauhe Martin <elisac@bifi.es>

Duration: 36 months - EC Contribution: 3,750,000 € - Total Budget: 4,340,585 €

Total Manpower: 480 Person Months.



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Annex 3 Rights and Responsibilities

A. GENERAL

1. SCI-BUS agrees to adhere to applicable policies and procedures relating to the use of the production infrastructure.
2. A Party which makes material, equipment or components available to the other Party, for the purposes of activities under this MoU shall remain the proprietor of such material, equipment or components.
3. Each Party shall remain fully responsible for its own activities, including the fulfilment of its obligations under any grant agreement with the European Commission or under any consortium agreement related thereto.

B. PERSONNEL

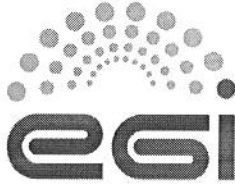
1. Each Party shall be solely responsible for any personnel hired to carry out work under this MoU.
2. In case personnel employed by one Party temporarily carries out work under this MoU on the premises of another (hereafter referred to as "secondment"), the following provisions shall apply:
 - (a) The persons seconded shall be subject to all regulations, including, in particular, safety regulations, applicable on the site of the Party they are seconded to.
 - (b) The personnel seconded by a Party to another shall remain employees of the Party having seconded them and such Party, as employer, shall bear exclusive responsibility for the payment of salary and for the procurement of adequate social security and insurance, including third party liability insurance and health insurance.
 - (c) Unless otherwise agreed by the Parties concerned, Intellectual Property Rights generated by personnel seconded by a Party to another shall be owned by the Party having seconded such personnel.

C. INTELLECTUAL PROPERTY RIGHTS AND LICENSE

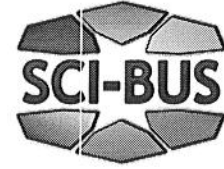
1. "Intellectual Property Rights" shall mean all intellectual creations including but not limited to inventions, know-how, layouts, drawings, designs, specifications, computer programs, reports, processes, protocols, calculations and any other matter and protected by intellectual property rights, whether registered or not, including patents, registered designs, copyrights, design rights and all similar proprietary rights and applications for protection thereof.
2. Intellectual property rights generated by a Party under this MoU shall be the property of that Party who shall be free to protect, transfer and use such Intellectual Property Rights as it deems fit.
3. Notwithstanding the foregoing each Party shall grant the other a non-exclusive royalty free, perpetual license to use the Intellectual Property Rights generated by it under this MoU for use within its project or for the exploitation the results thereof. Such license shall include the right to sublicense the entities involved in the project.

D. JOINTLY OWNED RESULTS

1. Results that were jointly generated by both Parties will be jointly owned by the Parties, hereinafter referred to as ("Jointly Owned Results") and each of the Parties shall be free to use these Jointly Owned Results as it sees fit without owing the other Party any compensation or requiring the consent of the other Party. Each Party, therefore, for example and without limitation, has the transferable right to grant non-exclusive, further transferable licenses under such Jointly Owned Results to third parties. Each Party shall be entitled to disclose such Jointly Owned Results without restrictions unless such Jointly Owned Results contain a Joint Invention in which case no disclosure must be made prior to the filing of a priority application.
2. With respect to any joint invention resulting from this MoU (i.e. any invention jointly made by employees of both Parties), the features of which cannot be separately applied for as Intellectual



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Property Rights and which are eligible for statutory protection requiring an application or registration (herein referred to as "Joint Invention"), the Parties shall agree on which Party will carry out any filing as well as any further details with regard to persecuting and maintaining of relevant patent applications.

E. PUBLIC RELATIONS

1. Any publication by a Party resulting from the activities carried out under this MoU shall be subject to prior agreement of the other Party not be unreasonably withheld.
2. EGI-InSPIRE and SCI-BUS may each release information to the public, provided it is related only to its own part of the activities under this MoU. In cases where the activities of the other Party are concerned prior consultation shall be sought. In all relevant public relations activities, the contribution of each Party related to activities covered by this MoU shall be duly acknowledged.

F. CONFIDENTIALITY OF INFORMATION

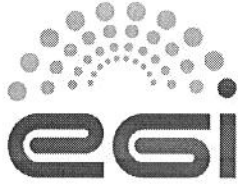
1. The Parties may disclose to each other information that the disclosing Party deems confidential and which is (i) in writing and marked "confidential", or (ii) disclosed orally, and identified as confidential when disclosed, and reduced in writing and marked "confidential" within fifteen (15) days of the oral disclosure (hereafter referred to as "Confidential Information"). Confidential Information shall be held in confidence and shall not be disclosed by the receiving Party to any third party without the prior written consent of the disclosing Party.
2. Notwithstanding the foregoing a Party is entitled to disclose Confidential Information which it is required by law to disclose or which, in a lawful manner, it has obtained from a third party without any obligation of confidentiality, or which it has developed independently from any Confidential Information received under this MoU, or which has become public knowledge other than as a result of a breach on its part of these confidentiality provisions.

G. LIABILITY

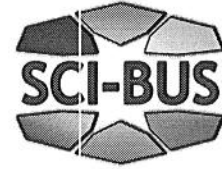
1. Each Party shall use reasonable endeavours to ensure the accuracy of any information or materials it supplies to the other Party and of any other contribution it makes hereunder and promptly to correct any error therein of which it is notified. The supplying Party shall be under no obligation or liability other than as stated above and no warranty or representation of any kind is made, given or to be implied as to the sufficiency, accuracy or fitness for a particular purpose of such information, materials or other contribution or as to the absence of any infringement of any proprietary rights of third parties through the possession or use of such information, materials or other contribution. The recipient Party shall be entirely responsible for its use of such information, materials or other contribution and shall hold the other Party free and harmless and indemnify it for any loss or damage with regard thereto.
2. Except in case of gross negligence or wilful misconduct, neither Party shall be liable for any indirect or consequential damages of the other Party, including loss of profit or interest, under any legal cause whatsoever and on account of whatsoever reason.

H. PARTICIPATION IN SIMILAR ACTIVITIES

1. Parties are not prevented by this MoU from participating and activities similar to those described in this document with third parties. There is no obligation to disclose any similar activity to the other party. However, when considered of mutual benefit, both parties are encouraged to involve the other party in similar activities to the goal of disseminating the knowledge about EGI-InSPIRE.



**Memorandum of Understanding
between
EGI-InSPIRE and SCI-BUS**



Annex 4 Settlement of Disputes

1. All disputes or differences arising in connection with this MoU which cannot be settled amicably shall be finally settled by arbitration in accordance with the procedure specified below which shall be adapted in the light of the number of Parties involved.
2. Within thirty (30) calendar days of written notification by a Party to the other Party of its intention to resort to arbitration, the first Party shall appoint an arbitrator. The second Party shall appoint an arbitrator within three (3) months of the appointment of the first arbitrator. The two arbitrators shall, by joint agreement and within ninety (90) calendar days of the appointment of the second arbitrator, appoint a third arbitrator, who shall be the Chairman of the Arbitration Committee.
3. If the second Party fails to appoint an arbitrator or the two arbitrators fail to agree on the selection of a third arbitrator, the second or, as the case may be, the third arbitrator, shall be appointed by the President of the Court of Justice of the European Communities.
4. Unless otherwise agreed by the Parties concerned within thirty (30) calendar days of the provision of notice referred to in Article 12 above, the arbitration proceedings shall take place in Brussels and shall be conducted in English. The Parties shall within one month of the appointment of the third arbitrator agree on the terms of reference of the Arbitration Committee, including the procedure to be followed.
5. The Arbitration Committee shall faithfully apply the terms of this MoU. The Arbitration Committee shall set out in the award the detailed grounds for its decision.
6. The award shall be final and binding upon the Parties, who hereby expressly agree to renounce any form of appeal or revision.
7. The costs including all reasonable fees expended by the Parties to any arbitration hereunder shall be apportioned by the Arbitration Committee between these Parties.