**MEMORANDUM OF UNDERSTANDING BETWEEN**

**EGI.eu AND *VRC* VRC**

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# Background

The Stichting European Grid Initiative (hereafter referred to as “EGI.eu”) is a foundation under the Dutch law which mission is to create and maintain a pan-European Grid Infrastructure in collaboration with National Grid Initiatives (NGIs) and associated participants (e.g. European International Research Organisations - EIROs) in order to guarantee the long-term availability of a generic e-infrastructure for all European research communities and their international collaborators. In its role of coordinating grid activities between European NGIs EGI.eu will: 1) operate a secure integrated production grid infrastructure that seamlessly federates resources from providers around Europe; 2) coordinate the support of the research communities using the European infrastructure coordinated by EGI.eu; 3) work with software providers within Europe and worldwide to provide high-quality innovative software solutions that deliver the capability required by our user communities; 4) ensure the development of EGI.eu through the coordination and participation in collaborative research projects that bring innovation to European Distributed Computing Infrastructures (DCIs). A summary of EGI.eu is attached as Annex 1.

<One paragraph statement defining the aims of the VRC which also briefly describes the background and maturity of the VRC.>

The *VRC* (hereafter referred to as “*VRC*”) aims to …

A summary of *VRC* is attached as Annex 2.

<List any institutions that are common to both parties>

Institutions common to both EGI.eu and *VRC* are ...

# Article 1: Purpose

The purpose of this Memorandum of Understanding[[1]](#footnote-1) (MOU) is to define a framework for collaboration between EGI.eu and VRC (hereafter also referred to as “the Party” or the “Parties”).

The Parties recognise that through this MOU the opening of a wider and longer-term cooperation activities will bring significant benefits to both parties.

# Article 2: Definitions

For the purpose of this MOU:

1. The term VRC means Virtual Research Community defined as an organisational grouping that brings together transient Virtual Organisations within a persistent and sustainable structure. A VRC must be a self-organising group that collects and represents the interests of a focussed collection of researchers across a clear and well-defined field. Named contacts are agreed upon by the VRC to perform specific roles and these then form the communication channel between the VRC and EGI.eu.
2. The term EGI (European Grid Infrastructure) 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.

# Article 3: Joint Work plan

The purpose of the work plan is to elaborate the framework for collaboration between the two parties.

The motivation and value of doing this should be defined by the objectives which will be described under the following classifications:

1. User support
2. Application integration
3. User Community policy and procedures
4. Requirements gathering
5. Sustainability
6. Dissemination

The specific activities to be carried out within the framework of the collaboration are[[2]](#footnote-2):

|  |
| --- |
| **Activity: A.1 - User Support****Parties Involved:** Chief Community Officer (Stephen Brewer), NGI XXXX, *VRC* XXXX (name)**Description of work:** This activity requires that the communication channels and contact points are agreed, the support services are defined and help desk integration is established. The activity will also involve compiling details of areas of specialisation where the VRC can contribute back to the Community. This could include for example: training material, application details, documentation and presentations that can be contributed to EGI.eu to be made accessible to all VRC members. Therefore, these items will be provided where apllicable and drawn upon where needed. EGI.eu will act as a matchmaker in identifying needs from the community and encouraging relevant experts to share their knowledge and experience with the wider community.**Expected outcomes:*** Contact points: these will be defined within this MoU and updated when required,
* Help desk integration: the VRC help desk system will be integrated with EGI.eu (at month 1),
* Areas of expertise: VRC will provide a concise report detailing areas of expertise from within their community (at month 1),
* Reporting: all actions will be written as part of the standard formal EGI-InSPIRE deliverables; VRCs will be invited to contribute to these reports,
* Meetings: Quarterly UCB meetings should be attended by a representative of the VRC. A representative may be required for the USAG meeting,
* VRC contributions: the VRC will deposit: training material, application details, documentation and presentations within the relevant training and application databases provided by EGI.eu,
 |
| **Activity: A.2 - Application Integration** **Parties Involved:** Chief Operations Officer (Tiziana Ferrari), *VRC* XXXX (name), Chief Community Officer (Stephen Brewer), NGI XXXX**Description of work:** This activity covers both tools and services required from Operations as well as integration with those provided by UCST technical services. It can also include applications and services that the VRC could provide for EGI.eu. Therefore, an early task will involve compiling detailed description of areas of specialisation where the VRC can contribute back to the Community. EGI.eu* **Expected outcomes:** Reporting: all actions will be written as part of the standard formal EGI-InSPIRE deliverables; VRCs will be invited to contribute to these reports,
* Services: applications requested by the *VRC* will be made available by EGI.eu if provision is available (first draft at month 2),
* Applications: applications and services that the VRC can offer will be considered and evaluated by EGI (first draft at month 2),
 |
| **Activity: A.3 Formulation of User Community Policy and Procedures****Parties Involved:** Chief Community Officer (Stephen Brewer), *VRC* XXXX (name)**Description of work:** *VRC* will have influence through participation in User Community Board (UCB) and other formal bodies to the policies and procedures relating to the *VRC* support process. Participation in the UCB is obligatory,. EGI will also consider attending formal meetings that the VRC may call.* **Expected outcome:** EGI.euVRC will participate in UCB and other meetings subject to agreement,
* EGI.eu policy and procedures that reflect a consensus across all VRCs and EGI.eu,
* Reporting: all actions will be written as part of the standard formal EGI-InSPIRE deliverables. VRCs will be invited to contribute to these reports,
 |
| **A.4 Requirements gathering** **Parties Involved:** Chief Community Officer (Stephen Brewer), Technical Manager (Michel Drescher) *VRC* XXXX (name)**Description of work:** This activity is an opportunity for the VRC to feed their requirements into EGI.eu and hence influence the evolution of the infrastructure and the support services. EGI.eu will accept requirements in various formats from Use Cases to User Stories depending on what works for the VRC. The UCST will process and normalise the requirements in order to compare and combine them with others from across all of the communities. The combined prioritised requirements will be presented to UCB for ratification before submission to TCB. The UCST will provide support to *VRC* in the form of guidelines, services and workshops to help them capture and prioritise their own requirements. EGI.eu**Expected outcome:** * Prioritised and well defined requirements from the VRC submitted on a periodic cycle to be agreed with EGI.eu,
* Feedback: EGI.eu will provide regular feedback on the status of the requirements supplied by *VRC*,
* Reporting: all actions will be written as part of the standard formal EGI-InSPIRE deliverables. VRCs will be invited to contribute to these reports,
 |
| **A.5 Sustainability** **Parties Involved:** Chief Community Officer (Stephen Brewer), Policy Development Manager (Sergio Andreozzi), NGI XXXX, *VRC* XXXX (name)**Description of work:** there is an expectation that both EGI.eu and VRC will last beyond any specific projects; mutually beneficial initiatives to help achieve this should be defined as part of this activity. EGI.eu will provide advice and support to *VRC* in order to help it produce a compelling sustainability plan appropriate for their needs.**Expected outcome:** * Establish sustainability plan for *VRC* including organisational structure and governance model (first draft within 6 months),
* Reporting: all actions will be written as part of the standard formal EGI-InSPIRE deliverables. VRCs will be invited to contribute to these reports,
 |
| **A.6 Dissemination****Parties Involved:** Dissemination Manager (Catherine Gather), *VRC* XXXX (name)**Description of work:** The objective of this activity is to maximise the impact of both *VRC* and EGI.eu through the efficient coordination of dissemination. This will involve establishing contact points for communication channels, publications as well as sharing timing constraints relating to both parties. *VRC* and EGI.eu will collaborate and help each other in the production of dissemination material and also disseminate the progress and results from the collaboration within the EGI.eu community and *VRC* **Expected outcome:** * Reporting: all actions will be written as part of the standard formal EGI-InSPIRE deliverables. VRCs will be invited to contribute to these reports,
* Launch: advertise the start of the collaboration in each party website with a dedicated static page, article and press releases (within 1 month),
* Events: joint sessions at EGI.eu and *VRC* events will be planned in order to disseminate the progress and results of the collaboration,
* Publications:iInform EGI.eu on any scientific/academic publications published issued by the *VRC,*
 |

# Article 4: Timeline and Reporting

The EGI.eu Policy Development Team (PDT) 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** | **Activity** | **Achievement** |
| Month 1 | Activity 1 | Outline VRC’s areas of expertise |
| Month 1 | Activity 1 | Help desk integration (VRC & EGI) |
| Month 2 | Activity 2 | List of applications and services needed by the *VRC*  |
| Month 2 | Activity 2 | List of applications and services that the VRC can offer  |
| Every 3 months | Activity 3 | Participation in UCB |
| <Frequency to be agreed> | Activity 4 | Updated and prioritised requirements for the community |
| Every 3 months | Activity 4 | Feedback from EGI on progress on requirements progress |
| Month 6 | Activity 5 | VRC sustainability plan (first draft) |
| Month 1 | Activity 6 | Both parties to the announce the collaboration agreement on their web sites |

# 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 that offer the potential for cooperation through the agreed channels.

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 “points 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.[[3]](#footnote-3)

The primary point of contact for each Party is:

 EGI.eu: <Name> <email><telephone>

 *VRC*: <Name> <email><telephone>

Questions of principle or problems that cannot be solved at primary contact level are escalated to the EGI.eu Director and the *VRC* xxx (*indicate equivalent function).*

# Article 6: participation in EGI.eu GROUPS

The *VRC* agrees to name a technical representative (with deputy) for the EGI.eu User Community Board (UCB). Further information about the EGI UCB can be found in the Terms of Reference for the UCB which is available on request.

The *VRC* may be asked to nominate representatives to serve on other advisory groups as appropriate. For example, this might include the User Services Advisory Group (USAG) Terms of reference for USAG are available on request.

# The *VRC* will accept and comply with EGI.eu’s policies and procedures relating to the use of EGI.eu’s production infrastructure. The list of policies and procedures to comply with is reported in the following web page: ADD URLArticle 7: Rights and Responsibilities

The procedure is set out in Annex 3.

# Article 8: 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 the office accommodation and services.

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.

# Article 9: Entry into force, duration and termination

This MOU will enter into force when signed by the authorized 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 10: 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 11: 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 12: Language

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

# Article 13: 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.

**Memorandum of Understanding between EGI.eu and *VRC***

**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:**

|  |  |
| --- | --- |
| **­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Dr. Steven Newhouse****EGI.eu Director****­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Date** | **­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*****<Name>*****VRC *<equivalent function>*****­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Date** |

EGI.eu

**Background to EGI.eu**

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 objective of EGI.eu (a foundation established under Dutch law) is to create and maintain a pan-European Grid Infrastructure in collaboration with National Grid Initiatives (NGIs) in order to guarantee the long-term availability of a generic e-infrastructure for all European research communities and their international collaborators.

In its role of coordinating grid activities between European NGIs, EGI.eu will:

* Operate a secure integrated production grid infrastructure that seamlessly federates resources from providers around Europe
* Coordinate the support of the research communities using the European infrastructure coordinated by EGI.eu
* Work with software providers within Europe and worldwide to provide high-quality innovative software solutions that deliver the capability required by our user communities
* Ensure the development of EGI.eu through the coordination and participation in collaborative research projects that bring innovation to European Distributed Computing Infrastructures (DCIs)

The EGI.eu is supporting ‘grids’ of high-performance computing (HPC) and high-throughput computing (HTC) resources. EGI.eu 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.eu 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.

The EGI.eu 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.eu, 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.eu at both a technical and strategic level.

VRC Description

Rights and Responsibilities

1. GENERAL

1. *VRC* 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.

1. 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.

1. INTELECTUAL 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.

1. 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 made 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 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 filling as well as any further details with regard to persecuting and maintaining of relevant patent applications.

1. 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.eu and *VRC* 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.

1. 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.

1. 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.

1. PARTICIPATION IN SIMILAR ACTIVITIES

1. Parties are not prevented by this MOU from participating and activities similar to those described in this MOU 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.eu.

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.

 Full and Detailed Contact List

|  |  |  |
| --- | --- | --- |
| **Role**  | **EGI.eu** | **VRC** |
| Coordinator | CCO and Director of EGI.eu*XXXX (name):* | *VRC XXXX (name)*: providing strategic and managerial input on the *VRC*’s activity |
| Technical contact | Chair of UCB and USAG *XXXX (name):* | *VRC XXXX (name):* representing the *VRC* within EGI.eu on the User Community Board (UCB) and possibly on other groups within EGI.eu (e.g. User Support Advisory Group); |
| Policy contact | Policy Development Manager *XXXX (name):* | *VRC XXXX (name):* providing input and feedback on the non-technical policies (e.g. security and usage) being developed by EGI.eu |
| Dissemination contact | EGI.eu Dissemination Manager *XXXX (name):* | *VRC XXXX (name):* providing a dissemination contact point of *VRC* relating to dissemination activities |
| Training contact | CCO *XXXX (name):* | *VRC XXXX (name):* providing requirements to evolve the training services (i.e. digital library, registry of trainers, training calendar) and as contact point for training needs and services within their community |
| User Support contact | Senior User Community Support Office *XXXX (name):* | *VRC XXXX (name):* providing route for integrating community-based support units with the associated Support Unit in EGI.eu |
| Security contact | ? *XXXX (name):* | *VRC XXXX (name) :* communication point for liaising with the EGI.eu’s Computer Security and Incident Response Team (CSIRT) for issues relating to activities of the *VRC*’s users |
| Operations contact | Chief Operations Officer *XXXX (name):* | *VRC XXXX (name):* the communication point for any *VRC* -specific services needed by the *VRC* |

These contact points may be the same person. These representatives (or additional people) may be invited to participate in other EGI.eu bodies depending on the interests of the *VRC* VRC will make sure to keep EGI.eu Chief Community Officer updated with any changes to the contact list.

1. An MOU is a written agreement that clarifies relationships and responsibilities between two or more parties that share services, clients, and resources. [↑](#footnote-ref-1)
2. Party leading the activity is underlined. [↑](#footnote-ref-2)
3. For the full and detailed contact list of VRC required by the accreditation procedure see Annex 5. [↑](#footnote-ref-3)