



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



**Memorandum of Understanding between
EGI (represented by EGI.eu)
and APARSEN (represented by STFC)**



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Table of Content

| | |
|---|-----------|
| BACKGROUND | 3 |
| ARTICLE 1: PURPOSE | 3 |
| ARTICLE 2: DEFINITIONS | 3 |
| ARTICLE 3: JOINT WORK PLAN..... | 3 |
| ARTICLE 4: COMMUNICATION | 5 |
| ARTICLE 5: RIGHTS AND RESPONSIBILITIES | 6 |
| ARTICLE 6: FUNDING | 6 |
| ARTICLE 7: ENTRY INTO FORCE, DURATION AND TERMINATION..... | 6 |
| ARTICLE 8: AMENDMENTS..... | 6 |
| ARTICLE 9: ANNEXES..... | 6 |
| ARTICLE 10: LANGUAGE..... | 6 |
| ARTICLE 11: GOVERNING LAW – DISPUTE RESOLUTION | 6 |
| ANNEX 1 – EGI DESCRIPTION | 8 |
| ANNEX 2 – APARSEN DESCRIPTION..... | 9 |
| ANNEX 3 – RIGHTS AND RESPONSIBILITIES | 10 |
| ANNEX 4 – SETTLEMENT OF DISPUTES..... | 12 |
| ANNEX 5 – DETAILED CONTACT LIST | 13 |



Memorandum of Understanding between EGI.eu and APARSEN



BACKGROUND

The Stichting European Grid Initiative (hereafter referred to as “EGI.eu”) is a not-for-profit foundation established under Dutch law to coordinate and manage the European Grid Infrastructure (EGI) federation on behalf of its members: National Grid Initiatives (NGIs) and European International Research Organisations (EIROs). EGI.eu offers a variety of services to the wider EGI community such as overseeing infrastructure operations, coordinating user community support, working with technology providers, representing EGI in collaborative projects, steering strategy and policy development, organising EGI’s flagship events and publicising the community’s news and achievements. A more detailed description of EGI.eu is attached as Annex 1.

The APARSEN (hereafter referred to as APARSEN) is a Network of Excellence (www.aparsen.eu) cofounded by the European Union and coordinated by STFC for analysing the state of the art in digital preservation research in Europe and to bring it together under a Common Vision aimed at reducing fragmentation in the domain of digital preservation practices. APARSEN is setting up a Virtual Centre of Excellence (VCOE) in the field of Digital Preservation. This initiative will be the legacy of APARSEN once the project is finished by the end of 2014. The VCOE, implemented as a membership organisation, built on the existing Alliance for Permanent Access, will provide expertise about digital preservation and obtaining value from digitally encoded information. A summary of APARSEN is attached as Annex 2.

ARTICLE 1: PURPOSE

The purpose of this Memorandum of Understanding (MoU) is to define a framework of collaboration between EGI.eu and APARSEN (hereafter also referred to as “the Party” or the “Parties”) for delivering the activities outlined within the Joint Work Plan (Article 3). The Parties recognise, by this MoU, the opening of a wider and longer-term cooperation in activities, which will bring visible benefits to everyone involved.

ARTICLE 2: DEFINITIONS

For the purpose of this MoU, the following definitions are relevant:

- The terms defined in the EGI glossary (<http://go.egi.eu/glossary>)

ARTICLE 3: JOINT WORK PLAN

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

- Provide consultancy and training services about digital preservation for EGI user communities through the EGI Distributed Competence Centre (DCC)
 - Engage with scientific communities, memory institutions and industrial communities for capturing and analysing their requirements and promoting solutions and corresponding service offerings in the area of digital preservation
 - Define processes for the certification and distribution of APA software through EGI channels
 - Collaborate on defining viable business models for the sustainability of the digital preservation services that meet the needs of identified user communities
 - Explore collaboration in future opportunities between the APA VCoE and the EGI DCC.
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Memorandum of Understanding
between
EGI.eu and APARSEN



The specific activities to be carried out in the framework of the collaboration are¹:

WP1: Consultancy, Education and Training

Parties Involved: EGI.eu (Gergely Sipos); APARSEN (Matthias Hemmje)

Description of work: The goal of this activity is to establish a consultancy, education and training catalogue about data and information management as well digital preservation services supporting new user communities through the EGI Distributed Competence Centre (DCC). The parties will develop a number of topics for which consultancy, education and training can be provided and define the related contact points and business models. The parties will also collaborate to define an appropriate education and training program according the needs of user communities.

Expected outcome:

- A1.1 (04/2014) – Define list of topics, descriptions and business models for which consultancy and training can be asked for and provided by (Leader Matthias Hemmje)
- A1.2 (during 2015) – Run education and training sessions and capture education and training raw material for production of online education and training courses (Leader Matthias Hemmje)
- A1.3 (07/2014) – Define education and training programs that can be developed (Leader: Gergely Sipos)
- A1.3 (12/2014) – Develop education and training material (Leader Matthias Hemmje)
- A1.4 (02/2015) – Publish education and training courses in an online education and training portal (Leader Matthias Hemmje)

WP2: Outreach to User Communities

Parties Involved: EGI.eu (Gergely Sipos for the scientific domain); APARSEN (Claus-Peter Klas for the memory institutes, Hans-Ulrich Heidbrink for the industry)

Description of work: The goal of this activity is to reach out to current and new EGI user communities, memory institutions and industrial communities for capturing and analysing their requirements, identifying and promoting suitable solutions and corresponding service offerings from the integrated EGI-APA offering in the area of data preservation.

Expected outcome: The expected outcome of this activity are identification of use cases and representative scenarios, requirements analysis, conceptual design and specifications of corresponding approaches and solutions and finally Proof-Of-Concept-Prototypes

- A2.1 (02/2014) Advertise the start of the collaboration in each party's website with a dedicated static page, article and/or press release
- A2.2 (when needed) – Organisation of requirements gathering workshops (Joint leadership)
- A2.3 (06/2014) - White paper about the integrated APA-EGI service offering (Leader: Gergely Sipos, EGI.eu)

¹ Party leading the activity is underlined.



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



WP3: Software Distribution and Support

Parties Involved: EGI.eu (Peter Solagna); APARSEN (Claus-Peter Klas)

Description of work: The goal of this work package is to enable the distribution of the software developed by members of APA through the EGI channels so to enable EGI Resource Centres to install and provide services. This activity will also define channels and framework for the third-level software support.

Expected outcome:

- A3.1 (04/2014) – Identification of list of services and related needed tools (Leader: Peter Solagna, EGI.eu)
- A3.2 (07/2014) – Identification of the deployment architecture (Leader: Peter Solagna, EGI.eu)
- A3.3 (10/2014) – Validation of the software and inclusion into the EGI Unified Middleware Distribution (Leader: Peter Solagna, EGI.eu)

WP4: Sustainability and Future Collaboration

Parties Involved: EGI.eu (Sergio Andreozzi); APARSEN (Ruben Riestra)

Description of work: The goal of this work package is: 1) to develop business models for the sustainability of the services that are needed by user communities; 2) to explore collaboration in future opportunities between the APA VCoE and the EGI DCC.

Expected outcome:

- A4.1 (On a regular basis) Identification, addressing and joint exploitation of funding sources (Joint leadership)
- A4.2 (09/2014) – Define the value proposition, identify market segments and market visibility (Joint Leadership)
- A4.3 (03/2015) – Define initial business models (Joint Leadership)

Special meetings between the points of contact designated under 4 (Communication) shall be held, as often as necessary, to examine the progress in the implementing of this Agreement.

ARTICLE 4: 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. APARSEN agrees to name a technical representative (with deputy) for the EGI.eu Technical Board (TCB). 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.eu: Sergio Andreozzi <sergio.andreozzi@egi.eu>

APARSEN: (Technical Contact) Matthias Hemmje <mhemmje@ftk.de>

(Admin) Rubén Riestra <ruben.riestra@grupoinmark.com>

Questions of principle or problems that cannot be solved at primary contact level are escalated to the EGI.eu Director and the APA Director, Dr. David Giarretta or APARSEN Coordinator Dr. Simon Lambert.



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



ARTICLE 5: RIGHTS AND RESPONSIBILITIES

The procedure is set out in Annex 3.

ARTICLE 6: 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 7: 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 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 8: AMENDMENTS

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

ARTICLE 9: ANNEXES

Annex 1, Annex 2, Annex 3, Annex 4 and Annex 5 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 8: Amendments.

ARTICLE 10: LANGUAGE

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

ARTICLE 11: 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 APARSEN**



Memorandum of Understanding between EGI.eu and APARSEN

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:

Yannick Legré
EGI.eu Director
(representing EGI)

Dr. Simon Lambert
STFC Project Manager and APARSEN
Coordinator (representing APARSEN)

Date

Date



Memorandum of Understanding between EGI.eu and APARSEN



Annex 1 – EGI 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 objective of EGI.eu (a non-for-profit foundation established under Dutch law) is to coordinate and manage the European Grid Infrastructure (EGI) federation on behalf of its members: National Grid Initiatives (NGIs) and European International Research Organisations (EIROs) to help guarantee the long-term availability of a generic e-Infrastructure for all European research communities and their international collaborators.

Services provided by EGI.eu to the wider EGI community:

- Oversee the operations of EGI to guarantee the integration of resources from providers around Europe into a seamless and secure e-Infrastructure.
- Coordinate the support provided to EGI's user communities.
- Work with technology providers to source high quality and innovative software solutions to answer users' requirements.
- Represent the EGI federation in the wider Distributed Computing Infrastructures (DCI) community through coordination and participation in collaborative projects.
- Coordinate the external services provided by partners in the community.
- Steer the evolution of EGI's policy and strategy development.
- Organise EGI's flagship events and publicise community's news and achievements.

The EGI.eu is supporting 'grids' of high-performance computing (HPC) and high-throughput computing (HTC) resources. EGI.eu is also 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 collects user requirements and provides support for the current and emerging user communities. Support is also 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 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, 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.

Further information (e.g. governance; services) can be found at: www.egi.eu/about/EGI.eu



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



Annex 2 – APARSEN Description

APARSEN is a Network of Excellence (www.aparsen.eu) that involves a very broad set of organisations from academia, research laboratories, national libraries, national membership organisations and industry.

The overall objective of this initiative cofounded by the European Union is to analyse the state of the art in digital preservation research in Europe and to bring it together under a Common Vision aimed at reducing fragmentation in the domain of digital preservation practices. The other key component in the strategy to reduce fragmentation is the creation of the Virtual Centre of Excellence (VCOE). This initiative will be the legacy of APARSEN once the project is finished by the end of 2014. The VCOE, implemented as a membership organisation, built on the existing Alliance for Permanent Access, will provide expertise about digital preservation and obtaining value from digitally encoded information.

The APA VCOE will provide training, consultancy and software services to support organisations which need to ensure that their digital resources remain understandable and usable. The unique selling point of the APA VCOE is that our offering is coherent and consistent and should be applicable to any type of digital objects. While there are specific data areas such as documents or audio-visual that have community recognised preservation techniques, we believe that most, if not all, repositories will be called on to preserve many different types of information.

These offerings come from members as well as from the APA office. Members obtain benefits including, but not limited to, being able to access additional, non-public material, discounts on access to the offerings and to present a unified voice to policy makers and funders.

The APA VCOE primarily targets organisations that have digitally encoded information that they wish to or they must preserve. But it can also support related stakeholder organizations including research institutions, private companies, third-party archives, professional societies working with domain and preservation experts to ensure that personnel are fully equipped with the technical skills needed for selecting, curating, and preserving materials, as well as fund internal preservation and access activities as core infrastructure.



**Memorandum of Understanding
between
EGL.eu and APARSEN**



Annex 3 – Rights and Responsibilities

A. GENERAL

1. APARSEN 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 Property Rights and which are eligible for statutory protection requiring an application or registration
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**Memorandum of Understanding
between
EGI.eu and APARSEN**



(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. The Parties 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.eu.



**Memorandum of Understanding
between
EGL.eu and APARSEN**



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.
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**Memorandum of Understanding
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EGI.eu and APARSEN**



Annex 5 – Detailed Contact List

| Role | EGI.eu | APARSEN |
|------------------------------|--|--|
| Signing Authority | EGI.eu Director Yannick Legré yannick.legre@egi.eu | STFC Project Manager and APARSEN Coordinator Simon Lambert Simon.Lambert@STFC.ac.uk |
| MoU Contact Point | Strategy and Policy Manager Sergio Andreozzi sergio.andreozzi@egi.eu | Spreading Excellence leader Ruben Riestra ruben.riestra@grupoinmark.com |
| Strategy | EGI.eu Technical Director Tiziana Ferrari tiziana.ferrari@egi.eu | Sustainability Leader Matthias Hemmje mhemmje@ftk.de |
| Outreach to user communities | Technical Outreach Manager Gergely Sipos gergely.sipos@egi.eu | Claus-Peter Klas for the memory institutes claus-peter.klas@fernuni-hagen.de Hans-Ulrich Heidbrink for the industry hans-ulrich.heidbrink@incontec.de |
| Software Support | Operations Manager Peter Solagna peter.solagna@egi.eu | Claus-Peter Klas Claus-Peter.Klas@fernuni-hagen.de |
| Communication | Communications Manager Neasan O’Neil neasan.oneal@egi.eu | Role Spreading Excellence leader ruben.riestra@grupoinmark.com |

These contact points may be the same person. The EGI.eu Strategy and Policy Team (policy@egi.eu) is to be notified regarding any changes to the contact list.