



Memorandum of Understanding Between EGI.eu and C-DAC

Peer Resource Infrastructure Provider MoU

Table of Content

Table of Content.....	2
Scope and background for this MoU.....	3
Article 1: JoINT WORK PLAN.....	4
Article 2: Communication.....	4
Article 3: participation in EGI.eu groups.....	5
Article 4: Funding.....	5
Article 5: Entry into force, duration and termination.....	5
Article 6: Amendments.....	5
Article 7: Language.....	5
article 9: FORCE MAJEURE.....	6
article 10: INTELLECTUAL PROPERTY RIGHTS.....	6
article 11: DISPUTES.....	6
ARTICLE 13: ASSIGNMENT AND TRANSFER.....	7
ARTICLE 14: SEVERABILITY.....	7
ARTICLE 15: LIMITATION OF LIABLITY.....	7
ARTICLE 17: NO PARTNERSHIP.....	7
ARTICLE 18: ENTIRE MOU.....	7
ARTICLE 19: HEADINGS.....	7
– Detailed Contact List.....	8

SCOPE AND BACKGROUND FOR THIS MOU

This MOU made and executed on 28th day of May 2014, by and between, The Stichting European Grid Initiative foundation, registered under the Dutch laws, having its registered office at Science Parc 140, (hereinafter referred to as “egi.eu”) (which reference unless repugnant to context, include its, successors and permitted assignees

And

Centre for Development of Advanced Computing, a Scientific Society of the Ministry of Information Technology, Government of India registered under the Societies’ Registration Act 1860 and the Bombay Public Trust Act 1950 and having its registered address as University Campus, Pune 411 007, having one of its unit at C-DAC, Bangalore (hereinafter referred to as C-DAC) which expression shall where the context admits, include its successors or assignees

BACKGROUND:

Stichting European Grid Initiative Foundation

The Stichting European Grid Initiative Foundation (hereafter referred to as “EGI.eu”) has been created under the Dutch law with the mission to create and maintain a pan-European Grid Infrastructure in collaboration with its Participants i.e. the 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). More information on EGI can be found at www.egi.eu/about/EGI.eu

Centre for Development of Advanced Computing (C-DAC)

C-DAC is a premier research and development organization engaged in cutting edge technology design, development and deployment of products and solutions in the area of electronics and Information Technology. As a Scientific Society under the Department of Electronics and Information Technology, Ministry of Communications and Information Technology, Government of India, C-DAC is also spearheading the national initiatives in IT to meet the technological needs of the country, including the GARUDA grid project. C-DAC will participate to all project activities bringing the experience of GARUDA and representing the Indian research community. C-DAC will also disseminate the activities and achievements of the project in India. More information about C-DAC can be found at www.cdac.in

In order to provide researchers with secure and consistent experience for those Virtual Organisations (VO’s) wishing to utilize resources both in GARUDA and EGI cyber infrastructure, C-DAC and EGI team will work towards cooperative communication goals and persistent set of interoperable services.

C-DAC is already participating in a FP7 funded project entitled CHAIN-REDS (Co-ordination & Harmonisation of Advanced e-Infrastructures for Research and Education Data Sharing), where interoperability and interoperation of European Grid (EGI) and Indian grid (GARUDA) is being explored.

Both parties recognizing the need and importance of their collaboration have decided to enter into this non-binding MoU on the following terms and conditions.

ARTICLE 1: JOINT WORK PLAN

The specific goals of the collaboration are:

1. To enhance the interoperation capacities of both infrastructures with the focus on Virtual Organisations using, or interested to use, both infrastructures.
2. To provide Local and Global operational services as needed to support the members of such virtual organisations;
3. To provide Local and Global operational services as needed to support the VO members;
4. To cooperate and exchange information about common operation activities;
5. To participate in the Security Policy Group to contribute to the development of the security policies fabric of the infrastructure.
6. This MOU being a broad base for operational methodology, some of the operations could be brought under a purview of specifically drawn up agreements on case-to-case basis in writing and signed between the parties, specifying in detail in respect of time line for various agreed activities, responsibilities of Parties, finance, IPR ownership, commercial terms, etc.,

As coordinating party to the MoU, C-DAC reserves the right to delegate work described below to the Regional Operations Centre.

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

AP1 Participation to the EGI.eu policy groups

Parties Involved: EGI.eu (Contact: EGI Chief Operations Officer); C-DAC

Description of work: Operations experts from participating institutes to be regularly represented in the Operations Management Board, to provide requirements necessary to drive the evolution of the operations architecture and generally to provide feedback through attendance to meetings, questionnaires and e-mail.

C-DAC to regularly participate to the SPG meetings or to follow the discussion on the mailing list to ensure a secure distributed computing infrastructure.

AP2 Global services

Parties Involved: EGI.eu (Contact: EGI Chief Operations Officer); C-DAC

Description of work: Create dedicated Support Unit in GGUS by implementing proper mechanisms to get accounting systems, publishing of service information and monitoring framework with EGI to support seamless data flow between both the entity.

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

ARTICLE 2: 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.

Each Party shall designate a “point of contact” to be responsible for monitoring the implementation of

¹ Party leading the activity is underlined.

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: Operations Centre. E-mail: operations (at) egi.eu

C-DAC : Garuda operation in-charge. E-mail : divyam@cdac.in

Questions of principle or problems that cannot be solved at primary contact level are escalated to the EGI.eu Managing Director [director\(at\)egi.eu](mailto:director(at)egi.eu) and C-DAC Associate Director [subratak\(at\)cdac.in](mailto:subratak(at)cdac.in). Should there be, in rare occasions, a need to escalate beyond the competency area, the Executive Director of the Institute should be contacted: [sarat\(at\)cdac.in](mailto:sarat(at)cdac.in).

ARTICLE 3: PARTICIPATION IN EGI.EU GROUPS

C-DAC may be asked to nominate representatives to serve on other policy groups as appropriate.

ARTICLE 4: 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.

This MoU does not create any financial/funding obligations upon parties except as mentioned in this article of the MoU.

ARTICLE 5: 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 for the period of four (4) years, unless terminated by the parties as per the provisions of this MoU. Either Party may terminate this MoU upon three (3) months prior written notice by one Party to the other sent through AIR MAIL. 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 6: 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 7: LANGUAGE

The language for this MoU, its interpretation and all cooperative activities foreseen for its

implementation, is English.

ARTICLE 8: CONFIDENTIALITY

Both parties shall take all reasonable care to ensure that intellectual property, privacy and confidentiality of any information (inclusive but not limited to software, designs, dataset, etc) from other party (and other institutions, as applicable) are not compromised.

Each Party will treat as confidential all Confidential Information of the other Party and shall not disclose such Confidential Information to any third party without prior written consent of the other Party. Without limiting the foregoing, each of the Parties will use at least the same degree of care with respect to the Confidential Information that such Party uses to prevent the disclosure of its own confidential information of like importance. Each Party will promptly notify the other Party of any actual or suspected misuse or unauthorized disclosure of the other Party's Confidential Information.

Exceptions: Notwithstanding the above, neither Party will have liability to the other with regard to any Confidential Information of the other which the receiving Party can demonstrate:

- was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving Party;
- was known to the receiving Party through no breach of any other confidentiality MoU at the time of disclosure, as evidenced by the receiving Party's files/documents in existence at the time of disclosure;
- was independently developed by the receiving Party as evidenced by the receiving Party's files/documents in existence at the time of disclosure;
- is disclosed by the disclosing Party to any third party without confidentiality obligations similar to those contained in this MoU; or
- is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided, however, that the receiving Party will provide prompt notice thereof to the disclosing Party prior to any disclosure to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

If a receiving party claims that Confidential Information falls under one of the above subsections, such receiving party has the burden of establishing the fact of such exception by clear and convincing evidence

ARTICLE 9: FORCE MAJEURE

Neither party to this MOU shall be liable to the other party for any delay or failure on its part in performing any of its obligations under this MOU resulting from any cause beyond its reasonable control, including but not limiting to strikes, riots, civil commotion, or other concerted actions of Workmen, material shortages, fire, floods, explosions, acts of God, acts of state, war, enemy action or terrorist action etc.

ARTICLE 10: INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property (including but not limited to trade secret, copyrights and patents, if any) of either Party in existence on the effective date shall remain the property of their respective owner/party. Ownership of Intellectual Property developed or created by or for a Party after the effective date as part of the delivery of the services or performance under this MoU shall be decided on case to case basis depending on the contribution of the Party to develop the same with a separate written agreement signed between the Parties.

ARTICLE 11: DISPUTES

This MOU is based on both the immediate benefits and on developing and building enduring relationships serving and safeguarding the commercial interests as well as the standing in the world of Information Technology of the parties hereto. Hence any question, doubt or dispute arising out of the interpretation of any term or usage herein or on the implementation and functioning of the various understandings forming a part of this MOU shall be resolved by the Heads of the two organizations viz. Executive Director, C-DAC and Managing Director, EGI-eu or their authorized representatives for the purpose mentioned herein by discussions and negotiations based on consensus in the spirit of

developing and strengthening the mutual relationships. The decision so reached shall be final and binding on both the parties. Both Parties do not intend to create any legal relationship/obligations under this MoU.

ARTICLE 12: INDEMINITY

Either party shall keep other party, its affiliates, officers, directors, employees, agents, representatives, and customers indemnified and harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of any claim, suit, action or proceeding (each, an "Action"), for any act(s) and omissions of such party under this MoU or any incidental matter or in any way arising therefrom.

ARTICLE 13: ASSIGNMENT AND TRANSFER

Any and all rights, duties and obligations of the parties under this MOU shall not be transferred or assigned by either party to any third party without prior written consent of the other party.

ARTICLE 14: SEVERABILITY

The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of this MOU that shall continue in full force and effect except for any such invalid and unenforceable provision.

ARTICLE 15: LIMITATION OF LIABILITY

In no event parties shall be liable to the other for any incidental, consequential, special, and exemplary or direct or indirect damages, or for lost profits, lost revenues, or loss of business arising out of the subject matter of this MOU, regardless of the cause of action, even if the party has been advised of the likelihood of damages.

ARTICLE 17: NO PARTNERSHIP

Nothing in this MOU shall be deemed to neither constitute or create an association, trust, partnership or joint venture between the Parties nor constitute either party the agent of the other party for any purpose.

ARTICLE 18: ENTIRE MOU

This MOU constitutes the entire Understanding between the Parties. Any and all written or oral agreements, representations or understandings of any kind that may have been made prior to the date hereof shall be deemed to have been superseded by the terms of this MOU.

ARTICLE 19: HEADINGS

The headings shall not limit, alter or affect the meaning of the Clauses headed by them and are solely for the purpose of easy reference.

– Detailed Contact List

Role	EGI.eu	Collaborating Organisations
Signing Authority	Managing Director Yannick Legré yannick.legre@egi.eu	Associate Director Dr. Subrata Chattopadhyay subratak@cdac.in
MoU Contact Point	Strategy and Policy Manager Sergio Andreozzi sergio.andreozzi@egi.eu	Associate Director Dr. Subrata Chattopadhyay subratak@cdac.in
User support	Chief Operations Officer Peter Solagna peter.solagna@egi.eu	Principal Technical Officer Ms. Divya MG divyam@cdac.in
Infrastructure Operations	Chief Operations Officer Peter Solagna peter.solagna@egi.eu	Principal Technical Officer Ms. Divya MG divyam@cdac.in
Technical Coordination	Technical Manager Michel Drescher michel.drescher@egi.eu	Joint Director Mr. Sridharan R rsridharan@cdac.in
Dissemination	Communications Manager Neasan O'Neill neasan.oneill@egi.eu	Joint Director Mr. Sridharan R rsridharan@cdac.in

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.

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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:

Name : Yannick Legré

Name : Subrata Chattopadhyay

Designation : Managing Director

Designation : Associate Director

Date :

Date : 28/05/2014

WITNESSES:

1.

2.