



Memorandum of Understanding (MoU) between the PRACE-4IP and the EGI-Engage Projects

1. Background

PRACE – the Partnership for Advanced Computing in Europe – research infrastructure enables high impact European scientific discovery and engineering research and development across all disciplines to enhance European competitiveness for the benefit of society. PRACE seeks to realize this mission through world class computing and data management resources and services open to all European public research through a peer review process. The broad participation of European governments through representative organizations allows PRACE to provide a diversity of resources throughout Europe including expertise for the effective use of these resources. PRACE operates a dedicated 10 Gb/s network among Tier-0 and Tier-1 partners, currently. To aid users and potential users as well as preparing the next generation scientists and engineers PRACE has an extensive pan-European education and training effort. Twenty-five PRACE members collaborate in the Implementation Phase projects (currently PRACE-3IP and PRACE-4IP) coordinated by Forschungszentrum Jülich GmbH, Germany and co-funded by the European Commission's Horizon 2020 Framework Programme.

EGI is an international collaboration that federates the digital capabilities, resources and expertise of national and international research communities in Europe and worldwide. The main goal is to empower researchers from all disciplines to collaborate and to carry out data- and compute-intensive science and innovation. EGI is coordinated by Stichting EGI (abbreviated EGI.eu), a not-for-profit foundation established under the Dutch law.

EGI.eu has participants and associated participants drawn from representatives of national e-infrastructure consortiums (NGIs), EIROs, ERICs, and other legal entities. These entities provide the physical resources and shared services that enable EGI to deliver, improve and innovate services for communities.

EGI offering includes a federated IaaS cloud to run, via a uniform interface, compute- or data-intensive tasks and host online services in virtual machines or docker containers; high-throughput data analysis to run compute-intensive tasks for producing and analysing large datasets and store/retrieve research data efficiently across multiple service providers; federated operations to manage service access and operations from heterogeneous distributed infrastructures and integrate resources from multiple independent providers with technologies, processes and expertise offered by EGI; consultancy for user-driven innovation to assess research computing needs and provide tailored solutions for advanced computing.

The EGI-Engage project (Engaging the Research Community towards an Open Science Commons) started in March 2015, co-funded by the European Commission for 30 months, as a collaborative effort involving more than 60 institutions in over 30 countries. EGI-Engage aims to accelerate the implementation of the Open Science Commons by expanding the capabilities of a European backbone of federated services for compute, storage, data, communication, knowledge and expertise, complementing community-specific capabilities.

2. Purpose of this MoU

Over recent years it has become more and more evident how large research infrastructures, communities and users, need to utilise various services together to conduct world leading scientific research.

The present MoU aims at:

- Identifying and coordinating common actions toward increased interoperability, integration and cross-infrastructure adoption of digital capabilities for data-driven science, varying by nature and organisation, which are required to accelerate research and innovation;
- Analysing the options and advantages of an integrated e-Infrastructure services catalogue for research communities;
- Defining common actions to increase the security of collaborating e-Infrastructures in Europe and beyond, thanks to the participation to joint boards and events;
- Providing a joint training programme, notably on security aspects;
- Working towards common approaches for increased efficiency of operations of systems and federations of services;
- Collaborating to enhance services for an increasingly solid European e-infrastructure supporting the European Research Area.
- Developing a communication plan to raise users' and stakeholders' awareness on the topics covered by this MoU.

3. Benefits of a close collaboration

EGI and PRACE have been collaborating on security policies, trust models and user-driven innovation. With this MoU the areas of joint effort expand with the support of PRACE-4IP and EGI-Engage.

The MoU will allow joining efforts and developing of coordinated actions which involve user communities and service providers of EGI and PRACE.

Knowing the respective requirements, priorities, and limitations will create the conditions for a long-term collaboration.

4. Contact points

The following table lists areas of collaboration and contacts points for administrative issues:

Area	PRACE	EGI
Training	Jussi Enkovaara, jussi.enkovaara@csc.fi	Gergely Sipos: Gergely.Sipos@egi.eu General list: training@egi.eu
IT Security	Jules Wolfrat, jules.wolfrat@surfsara.nl Ralph Niederberger, r.niederberger@fz-juelich.de	Dave Kelsey (STFC), david.kelsey@stfc.ac.uk Peter Solagna (EGI.eu), Peter.Solagna@egi.eu General list: scg-discuss@mailman.egi.eu
Operation	Giovanni Erbacci, g.erbacci@cinca.it	Peter.Solagna@egi.eu (EGI.eu) General list: operations@mailman.egi.eu
Administrative and contractual issues	Florian Berberich, f.berberich@fz-juelich.de	Yannick Legré, Tiziana Ferrari, Céline Bitoune General list: egi-engage-po@egi.eu

5. Proprietary Rights

This MoU shall not affect the proprietary rights of the Parties. Any joint development made by the Parties, will be subject to the provisions of a separate written agreement to be executed by the Parties prior to the commencement of any such joint development work. The execution of this MoU shall in no way serve to create, on the part of either Party, a license to use any proprietary rights of the other Party otherwise than explicitly stipulated herein.

6. Liability

With respect to information, data and services supplied by a Party to another Party under this MoU, the supplying Party shall be under no obligation or liability 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, data and services, or the absence of any infringement of any proprietary rights of third parties through the possession or use of such information, data and services. The recipient Party

shall be entirely responsible for its use of such information, data and services, and shall hold the other Parties free and harmless and indemnify them for any loss or damage with regard thereto.

No Party shall be responsible to the other Party for punitive damages, indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts.

The limitation of liability stated above shall not apply in (i) the case of damage caused by a proven willful act or gross negligence, and (ii) in respect of any activity involving the willful or grossly negligent misuse of anything protected by the intellectual property rights of another Party and (iii) infringement of the confidentiality obligations of this MoU.

Each Party shall be solely liable for any loss, damage or injury to third parties in relation to its execution of this MoU.

7. Public relations

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 to be unreasonably withheld.

PRACE Implementation Project and EGI-Engage may independently 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 with reasonable delay 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.

8. Confidentiality of Information

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.

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.

9. Applicable law and settlement of disputes

This MoU shall be construed in accordance with and governed by the laws of Belgium.

Should a dispute arise between the Parties concerning the validity, the interpretation and/or the implementation of this MoU, they will try to solve it through mediation, according to the rules of Mediation, Brussels in English language. The Parties undertake not to put an end to the mediation before the introductory statement made by each Party in joint session.

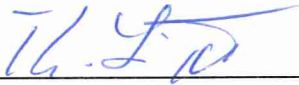
Should the mediation fail to bring about a full agreement between the Parties putting an end to the dispute, said dispute will be finally settled by arbitration, according to the rules of the Belgian Centre for Arbitration and Mediation (in short: CEPANI).

Nothing in this Agreement shall limit the Parties' right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

10. Duration

This Memorandum of Understanding will take effect when approved by the Project Management Board of EGI-Engage and the Management Board of PRACE-4IP, and will remain in effect until the end of the PRACE Implementation Phase project, the end of the EGI-Engage project or until terminated, after notice, by one of the parties, whatever reason occurs first.

Each Party may terminate this MoU at any time by giving the other Party written notification (including motivation) at least two months before the anticipated end date.



Prof. Dr. Dr. Thomas Lippert
PRACE-4IP Project Coordinator
Forschungszentrum Jülich GmbH
Wilhelm-Johnen-Str.,
52428 Jülich,
Germany

Date: 17. MRZ. 2016



Dr. Tiziana Ferrari
EGI-Engage Technical Coordinator
Science Park 140
1098 XG Amsterdam
The Netherlands

Date: 22 March 2016