MEMORANDUM OF UNDERSTANDING

Between

EGI Foundation

and

OpenRiskNet/NanoCommons Community
(represented by Edelweiss Connect GmbH and
University of Birmingham)

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This Memorandum of Understanding ("MoU") is made between:

EGI Foundation, a not-for-profit foundation established under the Dutch law to coordinate the EGI federation (abbreviated as "EGI")

and

OpenRiskNet/NanoCommons Community represented by Edelweiss Connect GmbH and University of Birmingham (abbreviated as "ORN").

EGI and AS shall hereinafter be referred to individually as a "Party" and collectively as the "Parties."

The MoU is composed of:

- Article 1. Parties
- Article 2. Purpose and Scope
- Article 3. Communications
- Article 4. Rights and Responsibilities
- Article 5. Funding
- Article 6. Entry into Force, Duration and Termination
- Article 7. Amendments
- Article 8. Annexes
- Article 9. Miscellanea
- Annex 1. EGI Foundation
- Annex 2. OpenRiskNet/NanoCommons
- Annex 3. Joint Work Plan

ARTICLE 1. PARTIES

(a) EGI Foundation

The EGI Foundation is a not-for-profit foundation established under the Dutch law to coordinate the EGI federation (abbreviated as "EGI"), 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. The EGI Foundation 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.

A more detailed description of EGI Foundation is attached as Annex 1.

(b) OpenRiskNet/NanoCommons

OpenRiskNet and NanoCommons are providing infrastructure components and services to the communities involved in safety assessment, including toxicology and especially predictive toxicology, systems and structural biology, bioinformatics and its subtopics toxicogenomics, cheminformatics, biophysics and computer science, specifically targeting the EU's chemical manufacturing industries, e.g. pharmaceutical companies, chemical and agrochemical industries, nanomaterial producers and cosmetic industries, and the corresponding regulatory agencies. While OpenRiskNet followed a more general approach integrating services used mainly but not exclusively for small molecules, NanoCommons is concentrating on the important area of engineered nanomaterials (and advanced materials generally) and increasingly on nano- and micro-sized pollutants like microplastics. These services give access to curated and enriched data, processing and analysis, simulation and generation of predictive models and their application to industry and academic researchers as well as to customizable workflows and the corresponding workflow management tools to optimally combine datasets to answer more complex questions, as part of or even full, risk assessments.

ARTICLE 2. PURPOSE AND SCOPE

- (1) The purpose of this Memorandum of Understanding (MoU) is to define a framework of long-term collaboration between the Parties to enable the vision of jointly providing sustainable e-Infrastructure services for Predictive Toxicology and Risk Assessment research.
- (2) The parties will continue exploring collaboration opportunities to:
 - 1. Coordinate delivery of e-infrastructure services;
 - 2. Jointly support research communities;
 - 3. Disseminate success stories based on the joint work.

A detailed collaboration plan (the "Joint Work Plan") is defined in Annex 3.

ARTICLE 3. COMMUNICATIONS

- (1) The Parties shall keep each other informed on all their respective activities and on their progress and shall consult regularly on areas offering potential cooperation. Joint working groups may be established to examine in detail proposals in areas assigned to them by the Parties referred to in Annex 3 (Joint Work Plan) and to make recommendations to the Parties.
- (2) The Parties acknowledge their obligations taken by this MoU and by the Joint Activity Plan (Annex 3) to disseminate their results, and the task to support and promote the coherent and coordinated dissemination of information on activities such as joint events and workshops. The Parties shall support efforts by providing relevant inputs and ensuring attendance at events.
- (3) No Party is allowed to publish or allow the publishing of the other Party's results unless the owner Party agrees to the publication.
- (4) 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.

Any approvals, notices, and other communications between the Parties under this MoU shall be sent to the applicable Party as follows:

EGI Foundation Liaison:

Gergely Sipos
EGI Foundation
Science Park 140.
Amsterdam 1098XG
gergely.sipos@egi.eu
+31 6 27860853

OpenRiskNet/NanoCommons Liaisons:

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Hochbergerstrasse 60C
CH-4057 Basel, Switzerland
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Iseult Lynch
University of Birmingham
School of Geography, Earth and
Environmental Sciences,
Edgbaston,
B15 2TT Birmingham
i.lynch@bham.ac.uk
+44 121 414 5532

Questions of principles or problems that cannot be solved at primary contact level are escalated to the director of two parties *or Highest Role applicable*.

ARTICLE 4. RIGHTS AND RESPONSIBILITIES

A. GENERAL

- 1. Each Party 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.

B. PERSONNEL

- Each Party shall be solely responsible for any personnel who carries out work under this MoU.
- 2. In case personnel employed by one Party temporarily carry out work under this MoU on the premises of another (hereafter referred to as "secondment"), the following provisions shall apply:
 - a. The personnel 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 LICENCE

- "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.
- 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, licence to use the Intellectual Property Rights generated by the Party under this

MoU for the implementation of the Joint Work Plan (Annex 3). Such licence shall include the right to sublicense the entities involved in the Joint Activity Plan.

D. OWNERSHIP OF RESULTS

- 1. Results are owned by the Party that generates them.
- 2. The Parties give each other under fair and reasonable conditions access to results of this MoU needed for exploiting their own results.
- 3. 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 for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).
- 4. Each of the joint owners shall be entitled to otherwise commercially exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given: (a) at least 45 calendar days advance notice; and (b) Fair and Reasonable compensation. Each Party shall be entitled to disclose such Jointly Owned Results without restrictions unless such Jointly Owned Results are confidential information or contain a Joint Invention in which case no disclosure must be made prior to the filing of a priority application.
- 5. 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 relevant patent applications.

E. 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 which should not be unreasonably withheld.
- 2. The Parties may each release information to the public, provided it is not confidential and 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 in 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 both Parties.

ARTICLE 5. 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 or by the parties on a case-by-case basis.

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

The Parties' obligations hereunder are subject to their respective funding procedures and the availability of appropriate 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, the 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 that 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 6. ENTRY INTO FORCE, DURATION AND TERMINATION

This MoU will enter into force when signed by the authorised representatives of the Parties.

Either Party may terminate this MoU for any reason upon 30 days written notice to the other Party.

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 MoU may be extended and/or amended by mutual agreement in writing.

ARTICLE 7. AMENDMENTS

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

ARTICLE 8. ANNEXES

Annexes 1, 2, 3 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 7: Amendments.

ARTICLE 9. MISCELLANEA

- 1) Notwithstanding anything in this MoU to the contrary, neither Party shall have any legally binding obligation to the other Party as a result of the execution of this MoU, or otherwise relating to this MoU or the subject matter hereof. Although the Parties will try to reach one or more future agreements as to the matters described herein, this MoU shall not require the Parties to reach any future agreement, and, notwithstanding anything in this MoU to the contrary, neither Party shall have any liability to the other Party as a result of the Parties' failure to reach one or more future agreements.
- 2) Neither Party shall reassign this MoU or any of its responsibilities without the other Party's prior written consent.
- 3) The failure of either Party to enforce any term hereof shall not be deemed a waiver of any rights contained herein.
- 4) If any provision of this MoU is determined to be invalid or unenforceable under any controlling law, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of the remaining provisions of this MoU.

Memorandum of Understanding between EGI Foundation and OpenRiskNet/NanoCommons Community

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

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

Docusigned by: tiziana Furari 485881FE0D144C8	Docusigned by: Barry Hardy 600E584594A64F3	
Tiziana Ferrari	Barry Hardy	
Director	CEO	
EGI Foundation	Edelweiss Connect GmbH	
	Technology Park Basel	
	4057 Basel, Switzerland	
Jun 16, 2020 23:15 CEST Date	DocuSigned by: SEWH LYNCH 2A3F286108D14EF	
	Iseult Lynch	
	Professor of Environmental Nanosciences	
	Coordinator of NanoCommons	
	School of Geography, Earth and	
	Environmental Sciences	
	University of Birmingham	
	Jun 16, 2020 22:31 CEST	
	Jun 22, 2020 13:12 CEST	
	Date	

ANNEX 1. EGI FOUNDATION

The Stichting EGI (also known as the EGI Foundation and abbreviated as EGI.eu) is a not-for-profit foundation established under the Dutch law to coordinate the EGI federation (abbreviated as EGI), 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.

The EGI Foundation 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. The EGI Foundation coordinates areas such as overseeing infrastructure operations, user community support, contact with technology providers, strategy and policy development, flagship events and dissemination of news and achievements.

The EGI Federation – coordinated by EGI.eu – is one of the largest distributed computing infrastructure for researchers. It leverages the local investments of national research funding agencies by bringing together hundreds of data centres worldwide. It also includes the largest research cloud federation in operations in Europe with tens of participating cloud providers across most of the European countries offering laaS cloud and storage services.

The EGI offering includes a federated IaaS cloud to run compute- or data-intensive tasks and host online services in virtual machines or docker containers on IT resources accessible via a uniform interface; 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 Cloud Federation aggregates resources by defining a set of standard open-source interfaces and protocols to access the different cloud functions - such as resource discovery, user authentication, compute and data access services - in a uniform way at all the sites, enabling workloads to span and seamlessly migrate across resource centers. Through the EGI Virtual Machine image library – the Application Database – EGI offers the possibility to share and reuse virtual appliances and to dynamically deploy them in a federated cloud infrastructure. Besides cloud compute and storage services, the cloud will offer the capability of accessing open datasets of public and commercial relevance for scalable access to big research data, fostering a culture and environment for sharing and reuse of open research data. EGI supports the implementation and adoption of cloud open standards.

The EGI technical platforms are co-developed with research communities and technology providers. In order to do so, EGI has established processes and technical infrastructures for requirements gathering, software validation, verification and distribution through the Unified Middleware Distribution.

Over the last decade, EGI has built a federation of long-term distributed compute and storage infrastructure that has delivered unprecedented data analysis capabilities to tens of thousands

of researchers from many disciplines (e.g., Medical and Health Sciences, Natural Sciences, Engineering and Technology, Agricultural Sciences, and Art and Humanities).

Examples of the supported research include the search for the Higgs boson at the Large Hadron Collider particle accelerator at CERN; the search for gravitational waves of the LIGO-VIRGO collaboration, finding new tools to diagnose and monitor diseases such as Alzheimer's, or the development of complex simulations to model climate change.

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

ANNEX 2. OPENRISKNET/NANOCOMMONS

OpenRiskNet provides an open e-Infrastructure constituting virtual research environments (VREs) integrating data, analysis, modelling and simulation services for all areas of risk assessment, which can be deployed to workstations as well as public and in-house cloud infrastructures. These resources and services serve a variety of communities requiring risk assessment, including chemicals, cosmetic ingredients, therapeutic agents and nanomaterials. Within a case-study-driven approach, the project demonstrated the applicability of the e-infrastructure in productive settings supporting research and innovation in safer product design.

Building on the approaches and advances of OpenRiskNet, NanoCommons is integrating an agreed set of approaches for data generation, data management and nanoinformatics, and a framework of knowledge and tools to support assessment of the hazards and risks of NMs, their transformation products and their formulations for use in advanced materials and product design, regulatory assessment of New and Emerging Materials and modelling and education around advanced materials and their application as key enabling technologies.

Edelweiss Connect (EwC, previously known as Douglas Connect and renamed from February 2019) is a Swiss SME located in Basel, specialised in developing and implementing integrated scientific and technology solutions for industrial use and regulatory acceptance in areas of significant societal and market impact. EwC has extensive experience in scientific research and innovation integrating data, *in silico* and *in vitro* methods and related infrastructure into solutions, and has been involved in organising scientific, technical and knowledge management solution development projects since 2008 (https://edelweissconnect.com/). Edelweiss Connect provides the expertise and experience to initiate, coordinate and manage large collaborative research projects, with partners from industry, government and academia. Our goal is to incubate high impact products, services and startup companies at the forefront of innovation, with sustainability and responsibility. EwC coordinated the OpenRiskNet and is co-coordinator of NanoCommons. EwC is also currently involved in EU H2020 projects ACEnano and EU-ToxRisk, with an important role in building knowledge sharing infrastructure, modelling and community outreach.

University of Birmingham (UoB) is one of only 11 UK universities to feature in the world's top 100 universities and is one of the elite UK Russell Group Universities. UoB is a large and highly research-active university with significant strengths in nanoscience, human health and environmental science, computer sciences and big data tools and services. UoB has a long track record of leadership in the area of Environmental Health and Safety, including in nanosafety research, policy and regulation. UoB also brings expertise in semantic representation, integration and analysis of big data, enabling the translation of data across species, domains and levels of granularity with application to the investigation of the pathophysiology and pathobiology of human disease, and pharmacogenomics. UoB are currently coordinating the H2020 e-infrastructure project NanoCommons, as well as the H2020 characterisation project ACEnano,

and are deputy coordinator of the H2020 project NanoSolveIT, and partner in the H2020 projects RiskGone and Sabydoma.

ANNEX 3. JOINT WORK PLAN

To support the collaboration objectives defined in article Article 2 ("Purpose and scope"), a joint work plan is defined and will be regularly reviewed and updated at least bi-annually.

The Parties will jointly deliver e-infrastructure services and support for Predictive Toxicology and Risk Assessment research. The cooperation is focused, but not limited to the following areas:

- 1) Coordinate delivery of e-infrastructure services;
- 2) Jointly support research communities;
- 3) Disseminate success stories based on the joint work.

Joint Activity 1) Coordinated delivery of e-infrastructure services

EGI offers generic cloud compute, cloud platform and data management services for OpenRiskNet/NanoCommons and supports them in exploiting these services for the hosting of virtual research environments, datasets and scientific tools designed for Predictive Toxicology and Risk Assessment research. The parties also seek for aligned operational policies and procedures, harmonised service delivery and infrastructure oversight.

Joint Activity 2) Research community support

The parties will identify research groups and communities that can be potential users of the EGI – OpenRiskNet/NanoCommons joint e-infrastructure, and will coordinate outreach, support, training and service delivery for these communities.

Joint Activity 3) Impact, dissemination, outreach

The parties will share user feedback about the e-infrastructure services and will feed this into their continuous improvement processes. The parties will share success stories, will prepare joint articles, publications, presentations and demonstrations and will present/distribute these at high impact events, as well as through EGI and OpenRiskNet dissemination channels.



Certificate Of Completion

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Director **EGI** Foundation

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Mandy Lin

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CONSUMER DISCLOSURE

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How to contact EGI Foundation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: celine.bitoune@egi.eu

To advise EGI Foundation of your new e-mail address

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari TM 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies

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