

EGI DIH

Partnership Terms of Reference

**ABOUT THIS DOCUMENT**

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**TERMINOLOGY**

The EGI glossary of terms is available at <http://go.egi.eu/glossary>.

**Contents**

[1](#_heading=h.gjdgxs) Background and purpose 4

[2](#_heading=h.30j0zll) Activities 4

[3](#_heading=h.1fob9te) Value proposition 5

[4](#_heading=h.3znysh7) Duration 6

[5](#_heading=h.2et92p0) Partnership models 6

[6](#_heading=h.tyjcwt) How to become a partner 7

[6.1](#_heading=h.49x2ik5) Process for obtaining Community Level 7

[6.2](#_heading=h.2p2csry) Eligibility Criteria for Community Level partners: 7

[6.3](#_heading=h.147n2zr) Process for obtaining Content and Federated Level: 7

[6.4](#_heading=h.3o7alnk) Eligibility Criteria for Content and Federated Level partners: 7

[6.5](#_heading=h.23ckvvd) Exclusion criteria: 8

[7](#_heading=h.ihv636) Partners benefits 8

[8](#_heading=h.32hioqz) Operations 9

[8.1](#_heading=h.1hmsyys) Coordinator 9

[8.2](#_heading=h.41mghml) Core Team 9

[8.3](#_heading=h.2grqrue) Support and liaison team 9

[8.4](#_heading=h.vx1227) Meetings 9

[8.5](#_heading=h.3fwokq0) Pilots 10

[8.6](#_heading=h.1v1yuxt) Communication 10

[9](#_heading=h.4f1mdlm) IPR 11

[10](#_heading=h.2u6wntf) Annex1: How to become an EGI DIH Content / Federated Level partner 12

[11](#_heading=h.19c6y18) Annex 2: Fees 14

[12](#_heading=h.3tbugp1) Annex 3: EGI DIH Partnership Agreement Template (draft) 15

# Background and purpose

The EGI Digital Innovation Hub (“EGI DIH”) is a virtual space where companies and technical service providers meet to test solutions before investing, offer each other services on advanced computing among others to support digital transformation and improve productivity. The main focus is on the coordination and development of both human and technical support for business-oriented pilots and collaborations.

The EGI DIH acts as a one-stop-shop to provide technical assets, knowledge, expertise and support on business, market, and finance aspects of implementing innovation. It aims to:

* Help and support companies in the adoption/testing/validation of advanced computing technologies to become more competitive.
* Provide an open and innovative environment for experimentation and innovation, increasing the innovation among the EGI Federation members and facilitating their relationship with business sectors for a wider economic and societal impact.

# Activities

The EGI DIH will carry out the following activities:

* Conduct the execution of pilots or experiments: analyse their technical requirements and coordinate the service provider support.
* Explore pilots’ business requirements to broker consultancy services and training activities to fulfill their needs.
* Promote the EGI federated services among industry and engage with DIH stakeholders at national and European level.
* Create and maintain a business community, actively engaging new stakeholders and organising added value activities for them (e.g. advice on funding opportunities for companies, community meetings, joint event organization).

In addition, at management level, the EGI DIH will:

* Agree on the terms of collaboration and participation of each company in the DIH and steer any legal and administrative process it may require.
* Design and implement a strategy to integrate business sectors among the EGI User Research communities.
* Provide the communication mechanism to guarantee the maintenance of the DIH community activity.

# Value proposition

Companies can play a number of different roles within the EGI DIH, such as customer, provider, co-developer, and/or collaborator in the wider EGI Federation. The following value propositions are assigned to the companies playing different roles:

| **Target audience** | **Value proposition** | **Key activities** |
| --- | --- | --- |
| **Customers**: Companies that want to test, validate services/products with the support of EGI infrastructures and support | **Tech**   * Get access to EGI computing services (based on technical requirements and availability) * Get easy and streamlined access to open research data sets, tools and applications   **Training & Skills**   * Support on the adoption of new and innovative technologies * Learn/training on advanced computing from experts.   **Funding**   * Access to funding by contributing as a use case in public project proposals.   **Networking**   * Increase visibility on a European and global scale * Explore new value chains | **Tech**   * Analyse tech requirements * Create SLA * Run pilots   **Training & Skills**   * Organise training sessions for pilots * Run community activities   **Funding**   * Promote funding opportunities   **Networking**   * Promote networking events |
| **Providers**: Private entities that want to share their services to the EGI DIH community | **Tech**   * Co-develop new products, services, solutions * Offer services to or part of EGI   **Training & Skills**   * Provide direct input to shape future services of EGI for business opportunities * Team up with experts on distributed computing systems and array of research domains   **Funding**   * Participate in the procurement framework * Contribute as a partner to proposals for funded projects   **Networking**   * Increase visibility on a European and global scale | **Tech**   * Coordinate service provision support * Create OLA   **Training & Skills**   * Organise training and workshops for the pilots and EGI community * Run community activities   **Networking**   * Promote networking events   **Funding**   * Promote procurement and proposal opportunities |

# Duration

The EGI DIH is established for indefinite time. It may be dissolved anytime by the Coordinator with a 60-day notice to partners. Community partners can opt out at any time, higher level fees (see Section 5) cover partnership for 1 year, no reimbursements are offered if the partner decides to no longer participate. If the EGI DIH would be dissolved for any reason, then fees will be reimbursed at a prorated amount.

# Partnership models

Partnership in the EGI DIH is open to any party. The are 3 different Partnership levels available:

* Community Level
* Content Level
* Federated Level

Any entity joining the EGI DIH community through the EGI website may become a non-paying partner of EGI DIH and therefore, be part of the ‘Community Level’. In addition, if the entity wants to upgrade to Content Level or Federated Level:

1. It has to accept these ToR.
2. It has to submit the Partnership application form attached as Annex 1.
3. It has to be approved by the EGI Executive Board according to the eligibility criteria described in Section 6. Summaries for the EGI EB approval will consider advice from the related National DIH Representative(s) and/or from the EGI Council Representative in the country where the company is established as possible.
4. It has to pay the annual fee in accordance with Annex 2

Any company already financially contributing as part of an EGI participant (i.e. member of an NGI) are exempt from this requirement.

Partnership is recorded in a dedicated DIH confluence space and will automatically come with a subscription to the EGI DIH partners mailing list along with an invitation to join the EGI DIH Slack Workspace. The EGI DIH Coordinator will advise the partners of any new requests before approving or rejecting them to limit any conflicts of interest.

Partners may withdraw their partnership any time provided they inform the Coordinator 30 days in advance, in writing.

The coordinator may terminate a partnership if the following conditions are met:

1. The partner is insolvent or is in serious breach of one or more of its obligations or the conditions of partnership under these ToR, and
2. The partner has failed to rectify such breach within a period of three months after it has received notice of the breach from the Coordinator.

# How to become a partner

## Process for obtaining Community Level

* Provide contact details (name, email, and entity) via an automated button on the EGI DIH webpage.
* Briefly explain why you want to join the EGI DIH (two-line text box).
* Tick box to confirm processing of personal data according to GDPR and how the information will be used e.g. Each submission is added to a dedicated mailing list and slack channel for ensuring all communications and engagements.

## Eligibility Criteria for Community Level partners:

* Alignment with EGI strategy: The interest of the entity to join EGI DIH is clear, it is aligned with the purpose of the EGI DIH and the EGI strategy.

## Process for obtaining Content and Federated Level:

* Completion of a dedicated online form (Annex 1).
* All requests will receive an initial notification saying that their application will be processed and any clarifications required carried out via email or telephone.
* Selected requests by the EGI DIH core team will submit a summary of applicants to the EGI Executive Board, which will be approved or rejected within 2-4 weeks.
* If approved, the applicant will be sent a partnership agreement (Annex 3) for signature.
  + The date of signature will start its 12-month partnership.
  + Payment is due within 30 days of signature.

## Eligibility Criteria for Content and Federated Level partners:

* Alignment with EGI strategy: The interest of the entity to join EGI DIH is clear, it is aligned with the purpose of the EGI DIH and the EGI strategy.
* Able to commit to EGI DIH financially: The entity is able to support the EGI DIH,  i.e. pay the agreed financial contribution.
* Quality / Maturity of the service: Any service offered fulfills the minimum quality requirements to satisfy the experimental and testing requirements of the customers of the EGI DIH.
* (Only for Federated level partners) Unable to join an existing NGI: The entity was not able to join any NGI due to the NGI’s nature or legal constraint.

## Exclusion criteria:

* Conflict of interest: a “conflict of interest” means, if at the [time of the](https://www.lawinsider.com/clause/time-of-the) partner’s submission of the application, [any of the following](https://www.lawinsider.com/clause/any-of-the-following) [applies](https://www.lawinsider.com/clause/applies):
  + the entity is [controlled by](https://www.lawinsider.com/dictionary/controlled-by) or is under [common control](https://www.lawinsider.com/clause/common-control) with any partner of the Council.

# Partners benefits

The table outlines specific benefits associated with the different partnership levels (Community level, Content level and Federated level), which are aligned with the fees outlined in Annex 2.

| **Benefits** | **Community Level** | **Content Level** | **Federated Level** |
| --- | --- | --- | --- |
| Actively engage the EGI DIH community via access to internal communication tools, dedicated meetings and events for networking opportunities and knowledge sharing | ✔ | ✔ | ✔ |
| Establish Collaboration Agreements (for co-development, joint activities) |  | ✔ | ✔ |
| Access to basic testbed resources and support, open research datasets, tools and applications (based on technical requirements and availability) |  | ✔ | ✔ |
| Inclusion in EGI marketing material/presentations/website |  | ✔ | ✔ |
| Opportunity to participate in EC-funded projects with EGI |  | ✔ | ✔ |
| Offer DIH support services |  | ✔ | ✔ |
| Eligible for supporting pay-for-use use cases as an integrated EGI provider |  |  | ✔ |
| Access to the suite of EGI internal federation services (e.g. SSO, accounting and monitoring of services, collaboration tools; centralised coordination around security, technology, operations). |  |  | ✔ |
| Eligible for invitation to selected EGI Council Meetings and contribute to strategies |  |  | ✔ |

In order to maintain an active and engaged EGI DIH community, partners are expected to:

* Register to become a partner of the community and be included in the slack channel as primary written communication.
* Subscribe to the EGI DIH mailing list to receive relevant information.
* Share relevant external information for the community such as news and events.
* Actively participate, to the extent possible, in the EGI DIH meetings.
* Contribute to the spirit of transparency and openness, promoting knowledge sharing and networking between the partners.
* Participate, to the extent possible, in the activities of their interest organised by the EGI DIH such as webinars, conferences or workshops.
* Abide by and support the EGI DIH ToR (for content level partners and federated level partners).

# Operations

## Coordinator

The Coordinator of the EGI DIH is appointed and dismissed by the EGI.eu Director. A deputy is also assigned. Both the Coordinator and Deputy can assume additional roles in the EGI DIH.

The Coordinator will be responsible for management of the activities of the EGI DIH and for calling and running regular meetings.

## Core Team

The EGI DIH core team is responsible for the day-to-day running and support of the EGI DIH and is composed of selected staff from the EGI Foundation and selected participants from EGI Federation Members.

## Support and liaison team

A variety of roles within the DIH provides additional support such as topical experts, service providers and national/regional DIH representatives/liaisons.

## Meetings

Dedicated pilot meetings will be held at once per month to ensure the execution of the pilot.

Community-wide meetings will be held on a minimum of bi-monthly basis. Once per year, the meeting will comprise a longer ‘annual review’.

Federation level partners are able to request face-to-face meetings.

The agenda, together with reports and documents that relate to the meeting, will be forwarded to partners at least 2 days in advance of the meeting. Agenda items will include, but not limited to:

* Ensuring the execution of the main DIH activities.
* Reviewing the business and collaboration opportunities brought to the attention of the EGI DIH.
* Providing space for partner contributions.

Minutes will be kept of the major discussion points and the decisions reached at each meeting of the EGI DIH. Meeting minutes will be distributed to partners within one week.

## Pilots

Once a new business collaboration proposal is received, a dedicated working group denominated as a ‘Pilot’ will be initiated to provide the support requested.

A Pilot Contact Lead will be appointed by the Coordinator and will be the main interface with the company and will run an initial assessment of technical, financial and human aspects of the pilot.

Once the information from the pilot is collected, the technical, financial and human evaluation and validation will be carried out by the EGI.eu Executive Team which will appoint a Technical Pilot Support Contact from the Services, Solutions and Support (S3) Department.

In order to guarantee the execution of the pilot, both Pilot Contact Lead and Technical Pilot Support Contact will establish an active communication with the company and with the service providers via periodical meetings /calls as needed. A private slack channel will be created for each Pilot with all relevant partners.

The tracking of the execution will be stored via Jira.

The Pilot Contact Lead will establish the proper mechanisms and use of channels to contribute to the visibility of the Pilot, supported by the EGI Communication Team.

A full description of the procedure for onboarding new business pilots is described in the confluence: <https://confluence.egi.eu/display/EGIBMI/Onboarding+new+pilots>  (to be moved).

## Communication

| Communication channel | Reference |
| --- | --- |
| The Group mailing list | dih[@mailman.egi.eu](mailto:SSB@mailman.egi.eu) |
| Slack | egidih.slack.com |
| Webpage on EGI website | https://www.egi.eu/business/ |
| Main Confluence page | https://confluence.egi.eu/pages/viewpage.action?pageId=82382353 |
| Partners | To be included in the confluence page |
| Meetings and minutes | To be included section in the confluence page |
| Documents | To be included section in the confluence page |

# IPR

Any result of research, work, publication or invention that derives from the activities carried out within the scope of the EGI DIH and susceptible to economic exploitation or may give rise to a request for ownership of industrial or intellectual property rights, must be notified to the signatory entities.

In each contract or project, issues related to the ownership of the results, their management, and the conditions of protection, development and exploitation associated in each case will be regulated. As a general rule, the management of protection and the transfer of research results will be carried out by the majority party in ownership.

# Annex1: How to become an EGI DIH Content / Federated Level partner

**Application form**

**Name of the entity:**

**Country:**

**Main contact**

* Name:
* Position:
* Email:
* Phone:

**Administration contact**

* Name:
* Position:
* Email:
* Phone:

**Type of entity:**

* Startup/Spin-off
* SME
* Large Enterprise
* Digital Innovation Hub/Competence Centre
* Other:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Sector:**

* Engineering and technology
* Humanities
* Medical and Health
* Natural Sciences
* Social Sciences
* Generic
* Other:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Partnership Type:**

* Content level
* Federated level

**Interest on joining the EGI DIH**

*(max 2000 characters)*

**Service (options):**

* **Description of services to offer through the EGI DIH**

*(max 1000 characters per service)*

* **Target audience of the service:**

*(max 1000 characters per service)*

* **Pricing scheme of the service**

*(max 1000 characters per service)*

# Annex 2: Fees

Annual fees

| **Partner Level** | **Annual Fee**  (Subject to VAT) |
| --- | --- |
|  |
| Community level | **Free** |  |
| Content level | **€5,000** |  |
| Federated level | **See table below** |  |

Federated Level Fee Criteria (Size)

| **Company**  **Type** | **Criteria (2 of the 3)** | | | **Annual Fee**  (Subject to VAT) |
| --- | --- | --- | --- | --- |
| **Staff** | **Turnover** | **Balance Sheet** |
| Large | ≥250 | >€50M | >€43M | **€25,000** |
| Medium | 50-249 | ≤€50M | ≤€43M | **€15,000** |
| Small | 1-49 | ≤€10M | ≤€10M | **€10,000** |

# Annex 3: EGI DIH Partnership Agreement Template (draft)

Science Park, 140

1098 XG – Amsterdam

The Netherlands

Date: \_\_\_\_\_\_\_

Ref: \_\_\_\_\_\_\_\_

Following the request from\_\_\_\_\_\_\_\_\_ to become a EGI DIH partner, please find below the formal agreement for signature. Further administration and logistical information is also provided.

All terms and conditions herein and the EGI DIH Partnership Terms of Reference are considered accepted upon signature from an authorised \_\_\_\_\_\_\_\_\_ representative.

**Partnership Price Overview**

The following table presents the partnership fee and conditions associated with the onboarding in the EGI DIH community. Partnership is valid for twelve (12) months starting from the date of signature.

| **Type of Partnership** | **Size** | **Year** | **Total** |
| --- | --- | --- | --- |
| **Federated Level** | * Small * Medium * Large | 20XX |  |
| **Content Level** |  | 20XX |  |
| **Total:  \_\_\_\_\_\_\_\_\_\_** | | | |

**Requirements**

The EGI Foundation is responsible for supporting the entity in the onboarding process and providing the online facilities for regular meetings and keep engaged with the EGI DIH community.

The entity \_\_\_\_\_\_\_\_\_ accepts the Terms of Reference attached to this Agreement and is responsible for ensuring that its employees participate actively and in the community.

**Invoicing and payment**

The EGI Foundation will invoice the entity \_\_\_\_\_ for the partnership fee (€\_\_\_\_\_) within fifteen (15) business days following the signature of this agreement. Payment is to be provided by \_\_\_\_\_\_ within (30) business days from the invoice issue date (see bank details).

**Registration**

The entity \_\_\_\_\_\_\_\_\_\_\_ will provide the EGI Foundation with at least a primary contact (main representative) and a secondary contact (deputy) with their contact details (complete name, role, email) for the inclusion in the communication internal channels.

**Signed (Client)**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organisation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_