



MEMORANDUM OF UNDERSTANDING

Between

EGI-ACE

and

CNR-IAA

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This Memorandum of Understanding (“MoU”) is made between:

the EGI-ACE project consortium¹ abbreviated as “EGI-ACE” and represented by the EGI Foundation.

and

CNR-IIA

EGI-ACE and CNR-IIA shall hereinafter be referred to individually as a “Party” and collectively as the “Parties.”

¹ See project participants: <https://cordis.europa.eu/project/id/101017567>

This MoU is composed of the following Articles and Annexes.

Annexes 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 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. Miscellanea
- Article 9. Language
- Article 10. Governing Law and Dispute Resolution

Annex 1. EGI-ACE

Annex 2. CNR-IIA

Annex 3. Joint Work Plan

ARTICLE 1. PARTIES

(a) EGI-ACE

EGI-ACE is a 30-month project funded by the European Union's Horizon 2020 research and innovation programme under grant agreement No. 101017567. Its mission is to empower researchers from all disciplines to collaborate in data- and compute-intensive research through free-at-point-of-use services.

Building on the distributed computing integration in the EOSC-hub project, EGI-ACE will deliver the EOSC Compute Platform and will contribute to the EOSC Data Commons through a federation of cloud compute and storage facilities, PaaS services and data spaces with analytics tools and federated access services.

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Over 30 months, the project is expected to provide more than 82 millions CPU hours, 250 thousand GPU hours for data processing and analytics, and 45 PB/month for hosting and exploiting research data.

(b) CNR-IIA

CNR is the largest public research organisation of Italy. Its duty is to carry out, promote, spread, transfer and improve research activities in the main sectors of knowledge growth and of its applications for the scientific, technological, economic and social development. CNR is distributed all over Italy through a network of institutes.

The Institute on Atmospheric Pollution of the CNR (CNR-IIA)² acts towards the ecological transition by integrating skills and knowledge, monitoring and studying air quality in order to guarantee people's health and direct sustainable industrial policies and practises.

CNR-IIA undertakes research and innovation activities in several thematic areas dealing with Earth System Science and Earth Observation, including the development of systems and technologies for Earth and Space data sharing and interoperability. In particular, the Division of Florence of CNR-IIA specifically focuses on the application of Information and Data Science and Engineering to manage, harmonise, process and share Earth and Space Science resources (i.e., data, knowledge, services, and infrastructures) in the development of multidisciplinary system of systems and digital ecosystems.

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

² <https://en.iaa.cnr.it/>

sustainable e-Infrastructure services for the delivery of Earth Observation data-centric advanced services in support of multidisciplinary communities.

(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:

<u>EGI-ACE Liaison:</u> Gergely Sipos - EGI-ACE Technical Coordinator EGI Foundation Science Park 140. Amsterdam 1098 XG	<u>CNR-IIA:</u> Paolo Mazzetti CNR-IIA, Florence Division Via Madonna del Piano 10, 50019
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gergely.sipos@egi.eu +31 6 27860853	Sesto Fiorentino (FI) paolo.mazzetti@cnr.it
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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

1. 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

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. When Foreground is generated jointly (i.e., where the separate parts of some results cannot be attributed to different participants), it will be jointly owned (see section D).
4. 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 licences 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 filing as well as any further details with regard to persecuting and maintaining 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 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. 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.

ARTICLE 9. LANGUAGE

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

ARTICLE 10. GOVERNING LAW AND 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 described in this article.

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.

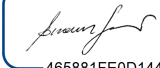
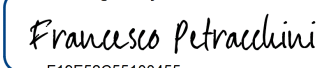
6. The award shall be final and binding upon the Parties, who hereby expressly agree to renounce any form of appeal or revision.

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.

**Memorandum of Understanding between
EGI-ACE and CNR-IIA**

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

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

<p>Tiziana Ferrari Project Coordinator EGI-ACE</p> <p style="text-align: right;">DocuSigned by:  465881FE0D144C8...</p>	<p>Francesco Petracchini Director CNR-IIA</p> <p style="text-align: right;">DocuSigned by:  F19E52C55100455...</p>
<p>Date Mar 9, 2022 15:35 CET</p>	<p>Date mar 11, 2022 09:45 CET</p>

ANNEX 1. EGI-ACE

The EGI-ACE project³ delivers a distributed federated infrastructure that responds to the present and future needs of data-centric scientific computing for Open Science in Europe, bringing together compute facilities, data, scientific applications and software from the EGI Federation and research communities of pan-European relevance.

EGI-ACE builds on (1) EOSC-hub project results; (2) data and applications from research collaborations, and (3) the operational capacity and expertise of the EGI e-infrastructure federation.

To respond to the proposed general objectives of the EOSC Partnership (“Standards, tools and services allow researchers to find, access and reuse results”, “Sustainable and federated infrastructures enable open sharing of scientific results”) and of the European Strategy for Data (COM(2020) 66 final, 19-02-2020), EGI-ACE will:

- Deliver a free-at-point-of-use distributed compute facility that pools national and international capacities and removes today’s barriers that prevent transnational and cross-disciplinary access to high-end compute facilities. The project democratises the access to these services and makes them available to all European researchers and to their international collaborators worldwide.
- Offer a sustainable hyperscale facility (an architecture that can scale appropriately as demand changes) with the capabilities and capacities to host large research datasets and data analytics applications to address complex digital needs in research. This makes it possible to scale up researchers' data analysis performance and ambition dramatically.
- Deliver the EOSC Compute Platform as an open and sustainable infrastructure that can incorporate providers from both academia and industry, thanks to the adoption of open standards, service management processes and mixed funding models. Example providers of the platform include other EOSC projects and initiatives, commercial cloud providers, national and European cloud, HTC and HPC resources incl. EuroHPC.
- Provide a heterogeneous computing infrastructure based on a variety of business models, functional systems, which ensures that communities get the resources that best fits for their purpose with the best return on investment for European funding supporting them.

EGI-ACE contributes to the vision of European Strategy for Data “strengthens Europe’s capabilities and infrastructures for hosting, processing and using data, interoperability” by enabling all researchers from all disciplines to be empowered to collaborate and to carry out data- and compute-intensive science and innovation across national borders through free at point of use service offerings. The project has the following objectives which will be used to measure the success of the project:

- Deliver the European Open Science Cloud Compute Platform and expand the supply-side: The EOSC Compute Platform will be an open, data-centric, distributed,

³ <https://cordis.europa.eu/project/id/101017567>

hybrid and secure infrastructure, consisting of a growing number of cloud, High-Throughput Compute (HTC) and High- Performance Compute (HPC) providers, with decreasing environmental impact and accessible with a mix of funding mechanisms through interfaces that leverages standard-compliant solutions for federated authentication, authorization and compute management at nationally provided, distributed compute and storage facilities.

- Contribute to the implementation of the EU Data Strategy and the EOSC Data Commons to support the Green Deal, Health, Fundamental Research and Social Sciences and Humanities: The EGI-ACE Cloud hosting nodes will deliver capacity for data processing, for the hosting of research data and tools that are for the public good, and to scale up data analytics environments, scientific gateways and other added value services operated by research communities and SMEs and industry, opening their access to international user communities. Users will be trained and supported to make effective use of the capabilities.
- Integrate the EOSC Compute Platform with the EOSC Portal and the EOSC Core: EGI-ACE will integrate the EOSC Compute Platform with the access policies, capacity allocation, capacity plans, usage accounting, and the technical and operational interfaces of the EOSC Portal.
- Contribute to the realization of a global Open Science Cloud: EGI-ACE will widen the EOSC Compute Cloud through dedicated support actions towards countries of the European neighborhood including Georgia, Moldova, Ukraine. In addition, the EGI-ACE consortium will work to extend with service providers from outside Europe, in China, South-Africa, USA and Taiwan.
- Expand the demand-side of EOSC across sectors and disciplines: EGI-ACE will engage and activate a large number of user communities representing multiple scientific domains and other sectors, like evidence-based policy makers, public admin, and innovators. Broad uptake by these diverse user communities will provide a major contribution to the overall success and sustainability of EOSC.

ANNEX 2. CNR-IIA

Established in the late 60s by Prof. Arnaldo Liberti, full professor of Analytical Chemistry at the La Sapienza University of Rome, the Institute on Atmospheric Pollution of the CNR immediately focused its mission on the development of methods and new innovative technologies for the determination of the concentrations of many organic and inorganic pollutants present in the atmosphere. The intervention of the Institute in providing scientific advice to the then Ministry of the Environment on environmental problems due to air pollution from Dioxin in 1976 in Seveso, has promoted over time the strengthening of research activities in the sector of industrial monitoring and the characterization of emissions.

The mission of the CNR-IIA is part of a highly topical framework for the ecosystemic balance of the planet. The issue of air quality and air pollution affects the world population as a whole and inevitably is the result of our habits and consumption, economic and productive activities and, last but not least, the policies of national and international decision makers. The impact of air pollution has repercussions in everyday life and in the future will result in economic and health costs negatively effecting quality of life.

With this in mind, the institute acts towards the ecological transition by integrating skills and knowledge, monitoring and studying air quality in order to guarantee people's health and direct sustainable industrial policies and practises. Of primary reference are the air matrix and studies on understanding and safeguarding the environment, climate and biodiversity. From an operational and methodological point of view, the Institute gathers within its offices the excellence of the researchers present in Italy, assisted by state-of-the-art laboratories, instruments and survey stations. The research activity, conducted with high competence and scientific rigour, makes the most efficient path in terms of impact reduction available to policy makers and operators in the production sector.

Besides, CNR-IIA undertakes research and innovation activities in several thematic areas dealing with Earth System Science and Earth Observation, including the development of systems and technologies for Earth and Space data sharing and interoperability. In particular, the Division of Florence of CNR-IIA specifically focuses on the application of Information and Data Science and Engineering to manage, harmonise, process and share Earth and Space Science resources (i.e., data, knowledge, services, and infrastructures) in the development of multidisciplinary system of systems and digital ecosystems.

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 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.

To implement this joint work plan, an unfunded effort of 3PMs is assigned to CNR-IIA.

Joint Activity 1) Coordinate delivery of e-infrastructure services

EGI offers cloud-based resources, data management services and technical support to scale-up the delivery of EO data-centric advanced services to support multidisciplinary communities, mainly addressing the GEO community in the context of the GEOSS/EuroGEOSS frameworks. In particular, the GEO DAB and VLab frameworks will be enhanced exploiting the outcomes of EGI/CNR-IIA joint activities in the GEOSS Thematic Pillar of the H2020 EOSC-hub project, and leveraging the CNR-IIA activities as member of the GEOSS Platform Operation and Evolution Working Groups.

Joint Activity 2) Jointly support research communities

The parties will identify research groups and communities that can be potential users of the EGI – CNR-IIA joint collaboration, and will coordinate outreach, support, training and service delivery for these communities.

Joint Activity 3) Disseminate success stories based on the joint work

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 CNR dissemination channels.

As a part of this Joint Activity, CNR-IIA will report periodically (e.g. every 6 months) to EGI the number of users and usage patterns of the GEO-DAB services that are consuming resources from EGI.

Progress of the Joint Activities described in this MoU will be documented in the periodic project reports.

Certificate Of Completion

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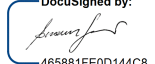
Record Tracking

Status: Original	Holder: Project Office	Location: DocuSign
08 March 2022 16:22	project-office@egi.eu	

Signer Events

Tiziana Ferrari
tiziana.ferrari@egi.eu
Director
EGI Foundation
Security Level: Email, Account Authentication (None)

Signature

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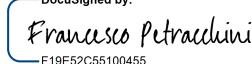
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Viewed: 09 March 2022 | 15:33
Signed: 09 March 2022 | 15:35

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Francesco Petracchini
direttore@iia.cnr.it
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Segreteria Direzione
segreteria.direzione@iia.cnr.it
Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
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Notary Events	Signature	Timestamp
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Signing Complete	Security Checked	11 March 2022 09:45
Completed	Security Checked	11 March 2022 09:45

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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CONSUMER DISCLOSURE

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Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 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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