



EGI Core Provisioning and Funding Policy

Adopted by EGI Council on 22-11-2023

Note to the Council:

Policy 'EGI Core Provisioning and Funding' Policy Article 4 'EGI Core Access' obsoletes EGI Council Policy 04 'Withdrawing services' (<https://documents.egi.eu/document/1120>).



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ABOUT THIS DOCUMENT

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TERMINOLOGY

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

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Introduction

EGI Participants and the EGI Foundation collaboratively participate in the implementation, development, and support of the EGI Infrastructure, which constitutes the pan-European distributed digital research infrastructure federating facilities from EGI Participants.

This policy defines the governance, provisioning rules and funding of the EGI Core, i.e. the federating activities and services necessary for the delivery and support of the EGI Service portfolio.

Article 1. Definitions

EGI Core: the portfolio of services and activities (the ‘Components’) necessary for the coordinated provisioning of the EGI infrastructure. The EGI Core supports the objectives of the EGI Federation strategy and of the EGI Service Portfolio strategy.

EGI Foundation Core Service: a EGI Core Component delivered by the EGI Foundation.

EGI Federation Core Service: a EGI Core Component delivered by EGI Participants or by their represented organisations.

EGI Core Supplier (the ‘Supplier’): a EGI Participant or an organisation represented by a EGI Participant entrusted by the EGI Council to deliver one or multiple Components of the EGI Core.

EGI Core Plan: the multi-annual plan defining the EGI Core strategy, its priority, implementation, and funding.

EGI Core Collaboration Agreement (the ‘Agreement’): the agreement entered periodically by the EGI Foundation and signed for acceptance by the EGI Core Supplier, defining the Supplier’s scope of work to be performed, the service levels, the provisioning terms, the duration, and the agreed financial contributions.

EGI Core Result (the ‘Result’): any (tangible or intangible) output of the performance of the EGI Core Component, such as data, knowledge, or information — whatever its form or nature, whether it can be protected or not — that is generated in the performance of the EGI Core Component, as well as any rights attached to it, including intellectual property rights.

Article 2. Governance

1. The EGI Council shall:
 - a. Define and approve the EGI Core Plan upon proposal by the EGI Foundation and in consultation with relevant stakeholders such as user communities and the Suppliers.
 - b. Review and update the Plan annually unless a different frequency is agreed by the Council.

- c. Delegate the coordination, implementation, and oversight of the Plan execution to the EGI Foundation, who shall report at least annually to the EB and the Council.
2. The EGI Foundation and the Supplier shall abide to the terms set in this policy and the Agreement. Contents of the Agreement may be reviewed and amended at any time during the duration of the Agreement upon written request of one of the parties involved.
3. The EGI Executive Board shall periodically assess the strategic relevance of the EGI Core and review and approve the Service reports as set in Article 6.

Article 3. Appointment of the Suppliers

The EGI Council shall

1. Entrust the delivery of EGI Core Components to the EGI Foundation and EGI full Participants and their represented organisations in the Council, to be appointed through an internal tendering procedure. Associated Participants are not eligible, unless otherwise decided by the Council.
2. Oversee the selection of Suppliers taking into consideration the experience of the contenders and the best price-quality ratio offered.
3. The tendering procedure is conducted by the EGI Foundation.

Article 4. EGI Core Access

1. Access to the EGI Core shall be limited to:
 - a. Organisations represented in the EGI Council.
 - b. Organisations participating in the EGI Digital Innovation Hub (DIH) as regulated by the EGI DIH partnership.
 - c. Organisations approved for access by the Council according to an established Memorandum of Understanding or other collaboration agreement.
 - d. Entities paying an annual access fee upon approval by the EGI Council.
 - e. Other entities upon approval by the EGI Council.
2. Access to the EGI Core shall be terminated in the following events:
 - a. Withdrawal from the EGI Council in case of entities accessing the EGI Core according to Article 4.1.a.
 - b. Termination of the EGI DIH partnership, in case of entities accessing the EGI Core according to Article 4.1.b.
 - c. Termination of the established agreement, in case of entities accessing the EGI Core according to Article 4.1.c and Article 4.1.e.
 - d. Termination of the Agreement, in case of entities accessing the EGI Core according to Article 4.1.d.

- e. No commitment to the payment or 6 month overdue payment of the agreed financial contribution in case of organisations accessing the EGI Core according to Article 4.1.a, 4.1.b and 4.1.d of this policy.
3. Upon termination of access, the Resource Centres associated to the withdrawing organisation and participating in the EGI Infrastructure if any, shall be suspended and removed from the EGI Infrastructure.

Article 5. EGI Core Funding

1. EGI Core Plan financial contributions shall be defined annually upon deliberation of the Council as part of the EGI Foundation Annual Budget proposal, to be approved by the EGI Council according to Article 6.3 of the Statutes.
2. The delivery and innovation of the EGI Core shall be supported by the EGI Foundation and EGI Council Participants through:
 - a. Financial contributions to the EGI Foundation paid by the Participants and Associated Participants annually according to Article 4.1 of the EGI Foundation Statutes.
 - b. Financial contributions to EGI Foundation and EGI Participants from grants and contracts.
 - c. EGI Foundation capital.
 - d. In-kind financial contributions from Suppliers participating in the delivery of a EGI Core Component.
 - e. Approved access fees from entities not participating in the EGI Foundation.
 - f. Other funding sources decided by the EGI Council annually.
3. Payments by the EGI Foundation are not subject to Dutch Value Added Tax in conformance with the Dutch tax authority ruling granted to EGI Foundation in 2016.
4. The Council shall deliberate annually on the appropriation of financial resources to guarantee continual funding to the EGI Core.
5. The EGI Foundation will make payments to the Suppliers according to the following schedule:
 - a. Initial payment: 40% of the annual total amount due upon signature of the Agreement.
 - b. Final payment: 60% of the total amount due, subject to approval of the EGI Core Component report by the EGI Executive Board according to Article 6. The final payment shall be made to the Supplier within 30 days of acceptance of costs.
6. Pre-financing shall be reclaimed and returned to the EGI Foundation, or payments shall be suspended in case of:
 - a. Termination of the Supplier's participation in the EGI Foundation after its appointment according to Article 4, and before the start of the EGI Core Component performance.
 - b. Termination of the Agreement according to Article 10.

- c. Unjustified or major violation of the EGI Core Component's agreed provisioning terms as defined in the Agreement.
 - d. The Supplier's annual financial contribution to the EGI Foundation is 6 months overdue.
 - e. The Supplier's Inability to propose a plan to mitigate and correct no performance or underperformance within the set timeline defined in Article 6.
7. In case funding of a Component includes co-financing received from a granting authority or contracting authority, the final payment may be reduced or increased upon deliberation of the Council considering the total eligible costs approved by the granting authority or the contracting authority.

Article 6. Performance and Reporting

1. The performance of the EGI Core Component shall start on January 01 and conclude on December 31 of each calendar year unless otherwise specified in the Agreement.
2. The Supplier shall provide a performance and financial report on the attributed EGI Core Components with a six-month frequency according to the following schedule:
 - a. First report: expected by **July 31**
 - b. Second report expected by Jan 31.
3. Performance shall be reported against service level targets defined in the Service Performance Agreement.
4. Reports shall be reviewed and approved by the Executive Board as set in Article 2, who is responsible for validating the compliance of Supplier's performance to the terms set in the Agreement.
5. If the EGI Foundation identifies an instance where the Supplier has not met the agreed service level targets, the EGI Foundation will notify the Supplier in writing as soon as reasonably practicable. Within 3 months from the date the Supplier receives such notification, the Supplier shall propose a plan to mitigate the impact of no performance or underperformance and align the performance delivered according to agreed expectations set in the Agreement.
6. In case of no performance or underperformance payments shall be retained according to the conditions set in Article 5.

Article 7. Liability

1. The maximum aggregate liability of each party in the Agreement under or in relation to the Agreement or its subject matter shall not exceed the total amount of funding due by the EGI Foundation to the Supplier. The liability of the Supplier for any breach of the Agreement or arising in any other way out of the subject matter of the Agreement will not extend to any indirect or consequential damages or losses. Nothing in the Agreement shall limit or exclude

liability for death or personal injury resulting from negligence; or any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

2. No party in the Agreement will be liable for any delay in performing or failure to perform its obligations (except an obligation to pay) caused by circumstances beyond its control including without limitation, war, riot, terrorist attack, natural disaster, labour dispute, pandemic, epidemic or any law or any action taken by a government or public authority. In those circumstances the party in the Agreement will be granted a reasonable extension of time for the performance of its obligations.

Article 8. Intellectual Property

1. Background held by the parties in the Agreement before they accede to the Agreement is owned by the contributing party.
2. In order to comply with the open access policy and maximise possibility for reuse of Results, software code, tools and interfaces developed in the scope of the Agreement will be published under a OSI compliant licence.
3. Results generated in the scope of this Agreement are jointly owned by the EGI Foundation and the Supplier with equal ownership percentage unless differently specified.
4. The exploitation of the Results of the Agreement is limited to the scope of the EGI Federation, defined as the EGI Foundation, the EGI Foundation Participants and Associated Participants, their linked organisations (e.g. service and resource providers) represented within EGI Foundation that contribute to the objectives of the EGI Foundation. For any other exploitation, any of the joint owners shall obtain permission in writing from the EGI Council (mail to: council@mailman.egi.eu) with at least 45 days of advance notice and fair and reasonable compensation.

Article 9. Governing Law and Dispute Resolution

1. The EGI Foundation and the Supplier shall endeavour to settle any dispute or difference in opinions amicably, through designated senior representatives of each party who are not otherwise involved with the EGI Core Component scope of work, including by way of escalating the matter to the EGI Council.
2. The terms of this policy shall be interpreted in accordance with their true meaning and effect independently of national and local law. Provided that if and insofar as this policy does not stipulate, or any of its terms are ambiguous or unclear, reference shall be made to the substantive laws of Belgium.
3. All disputes arising out of or in connection with the performance of the EGI Core Component, which cannot be solved amicably within a reasonable time not exceeding sixty (60) days from the date the informal process is requested by notice in writing, shall be finally settled under

the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

4. The place of arbitration shall be Brussels if not otherwise agreed by the conflicting parties.
5. The award of the arbitration will be final and binding upon the parties.
6. Nothing in this policy shall limit the parties' right to seek injunctive relief in any applicable competent court.

Article 10. Entry into Force, Duration and Termination

1. The Agreement to be entered by the EGI Foundation and the Supplier, shall remain in effect for 12 months starting on July 01 of each calendar year unless otherwise decided by the EGI Council.
2. In the event of early termination of the Agreement, a six-week notice shall be provided in writing to the other party in the Agreement.

Article 11. Amendment of this Policy

1. The articles may only be amended by a resolution of the Council.
2. For this purpose, the members of the Council will be called to attend a meeting by the Chairperson of the Council within a period of at least twenty-one calendar days, whilst the convening notice will state the proposed amendment of the articles.
3. A resolution for the amendment of the articles may only be adopted by a simple majority vote.