



**Memorandum of Understanding
between EGI.eu and HealthGrid**



**Memorandum of Understanding between
EGI.eu and HealthGrid
(on behalf of the Life-Science Virtual Research Community)**



Memorandum of Understanding between EGL.eu and HealthGrid



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BACKGROUND

The Stichting European Grid Initiative (hereafter referred to as “EGI.eu”) is a foundation under Dutch law whose mission is to create and maintain a pan-European Grid Infrastructure in collaboration with its participants (National Grid Initiatives - NGIs) and associated participants (e.g. European International Research Organisations - EIROs) in order to guarantee the long-term availability of a generic e-infrastructure for all European research communities and their international collaborators. In its role of coordinating grid activities between European NGIs EGI.eu will: 1) operate a secure integrated production grid infrastructure that seamlessly federates resources from providers around Europe; 2) coordinate the support of the research communities using the European infrastructure coordinated by EGI.eu; 3) work with software providers within Europe and worldwide to provide high-quality innovative software solutions that deliver the capability required by its user communities; 4) ensure the development of EGI.eu through the coordination and participation in collaborative research projects that bring innovation to European Distributed Computing Infrastructures (DCIs). A summary of EGI.eu is attached as Annex 1.

The HealthGrid association, based in France, brings together people from a variety of disciplines to promote awareness and use of Grid technologies in the biomedical sector. In the framework of this agreement, HealthGrid is acting as the legal entity to represent the Life-Science Virtual Research Community (LSVRC), a lightweight non-profit organisation. VRC members are VOs, NGIs, projects, institutions or individuals. The VRC coordinator and deputy are elected by the VRC members. The scientific board is constituted and defines the VRC goals that are implemented by an executive body. Decisions are made based on scientific merit, technical feasibility and value for money. The goal of the VRC is to serve the Worldwide HealthCare & Life Sciences community in its adoption and exploitation of Distributed Computing Infrastructures. It has notably the following missions:

- Advance and apply diverse distributed computing technology for life sciences.
- Represent the Life Sciences grid users: negotiate resources, liaise with EGI and other worldwide resource providers.
- Coordinate actions: serve as a contact point for new users, share expertise to avoid replication of efforts within the community, collect and define domain-specific requirements, encourage sharing of resources, data and tools.
- Provide technical services: operate and support common VOs, operate shared services, provide targeted user support and application porting.
- Induction: organise community-specific training events that can smooth the learning curve and lower the start-up cost.
- Dissemination: transfer knowledge, advertise actions, and facilitate communication internally with the members and externally to other groups of interest (e.g., funding and policy-making initiatives).

The LSVRC management board consists of representatives of the involved VOs and supporting NGIs. It publishes public minutes of its monthly meetings and other material related to the above-mentioned missions on its wiki¹.

¹ <http://wiki.healthgrid.org/LSVRC:Index>



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ARTICLE 1: PURPOSE

The purpose of this Memorandum of Understanding² (MoU) is to define a framework for collaboration between EGI.eu and HealthGrid legally representing the LSVRC (hereafter also referred to as “the Party” or the “Parties”).

The Parties recognise that this MoU represents the opening of a wider and longer-term discussion relating to collaborative activities that will bring significant benefits to both Parties and the scientific research communities that EGI.eu is committed to support.

ARTICLE 2: DEFINITIONS

For the purpose of this MoU:

- The term VRC (Virtual Research Community) is defined as an organisational grouping that represents a community of users with common interests. The EGI VRC model brings together the stakeholders within a standard, flexible, persistent and sustainable structure. A VRC must be a self-organising group that collects and represents the interests of a focussed collection of researchers across a clear and well-defined field. Named contacts are agreed upon by the VRC to perform specific roles and these then form the communication channel between the VRC and EGI.eu.
- The term EGI (European Grid Infrastructure) refers to the production infrastructure – the federated resources brought together by the participants within EGI.eu, or made accessible to the VRC through various MoUs that EGI.eu coordinates on behalf of the EGI community.

ARTICLE 3: JOINT WORK PLAN

The goal of the collaboration defined by this MoU is to establish a formal relationship between EGI.eu and the LSVRC (in the form of the LSVRC) in order to benefit the European wide federation of VRCs. Some of the motivations for forming a VRC are given in Annex 5. The purpose of this work plan is to elaborate the framework for collaboration between the two Parties.

The specific activities to be carried out within the framework of the collaboration are³:

Activity: A.1 - User Support

Parties Involved: EGI.eu Chief Community Officer, LSVRC User Support Coordinator.

Description of work: This activity defines the communication channels and contact points needed around user support services. The activity will also involve compiling details of areas of specialisation where LSVRC is the recognised Subject Matter Expert and has the capability to contribute to other parts of the research community as their resources permit. This could include for example, training material, details of specialist applications, documentation and presentations that can be made accessible to members of the scientific community at large. EGI.eu will facilitate building these links between LSVRC related offerings (e.g. services, applications) and other

² An MoU is a written agreement that clarifies relationships and responsibilities between two or more parties that share services, clients, and resources.

³ Party leading the activity is underlined.



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communities that could benefit from them.

Expected outcomes:

- Contact points: these are defined within this MoU (Annex 5) and will be updated as required.
- Areas of expertise: LSVRC will provide a concise report detailing areas of expertise from within their community (at month 1).
- Technical Services: EGI.eu will provide training services (a register of trainers, events and materials), requirements gathering, applications databases and other services over time that will be accessible by the LSVRC either directly or by being embedded in their portals. LSVRC will be able to contributing training material, application details, documentation and presentations to raise the profile of the capabilities and offerings that they are developing within their community that may benefit others.

Activity: A.2 –Services and Operations

Parties Involved: EGI.eu Chief Operations Officer, EGI.eu Chief Community Officer and LSVRC Service Manager.

Description of work: This activity covers both the tools and services required by LSVRC from EGI.eu including those in the production infrastructure (Operations) and those provided by User Community Support Team (UCST) Technical Services. It also includes applications and services that LSVRC will provide for EGI.eu and its user communities. The required service levels needed by both parties of each other's services will be defined, monitored and reviewed annually. An initial SLA will be defined within months 6 of signing the MoU.

Expected outcomes:

- (EGI.eu) Quality verification and Staged Rollout of software provided by the EGI Technology Providers, which is made available for deployment on EGI.
- (EGI.eu) EGI Community Repository for software contributed and supported by the LSVRC community.
- (EGI.eu) The EGI Help desk (GGUS): provided by EGI.eu and its partners to the LSVRC.
- (EGI.eu) First, second and third-level support (this with the involvement of the Technology Providers) to users and site administrators about EGI-supported software and operations support.
- (EGI.eu) Support Units: EGI.eu will maintain and develop the EGI Helpdesk to ensure the support units and workflow needed to support LSVRC are implemented in a timely manner.
- (EGI.eu) Core middleware services: EGI.eu in collaboration with its NGI providers will provide a highly-available core middleware services according to LSVRC need (e.g. top-level information discovery services, workload management services, etc.) to support their communities.
- (EGI.eu) Monitoring: EGI.eu provides in collaboration with its NGIs the distributed monitoring infrastructure needed to check the status of the deployed services (central MyEGI portal, the central databases and the messaging infrastructure).
- (EGI.eu) Configuration Database: EGI.eu will provide a configuration database (GOCDDB) that will provide information on the sites and services accessible to the LSVRC.
- (EGI.eu) Accounting: EGI.eu will provide an accounting database and portal that will allow the LSVRC to review its usage of EGI resources, together with the messaging infrastructure needed to centrally collect usage records.



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- (LSVRC) Availability Computation: LSVRC will make use of the EGI availability computation system (to date, Nagios) to produce VRC-specific availability statistics. Requirements will be provided by LSVRC to EGI.eu on how to enhance the availability assessment system.

Activity: A.3 User Community Policy and Procedures

Parties Involved: EGI.eu Policy Development Manager, LSVRC Service Manager

Description of work: LSVRC will have influence through participation in User Community Board (UCB) and other formal bodies to the policies, procedures, services and tools relating to the LSVRC support process. Operational services provided through EGI.eu will be accountable through its presence on the LSVRC management board.

Expected outcome:

- LSVRC will participate in the UCB and other meetings subject to agreement.
- EGI.eu will participate to the annual LSVRC meeting and other monthly meetings subject to agreement.
- The services listed in activity A.2 will be reviewed annually and the list modified as required.

Activity: A.4 Requirements gathering

Parties Involved: EGI.eu Chief Community Officer, EGI.eu Technical Manager, LSVRC Service Manager

Description of work: This activity allows the LSVRC to identify new requirements and change requests to EGI.eu and hence influence the evolution of the infrastructure and the support services. EGI.eu will accept requirements in various formats through the defined channels. Requirements will be presented and reviewed by the UCB for ratification before submission to Technical Coordination Board (TCB). The UCST will provide support to LSVRC in the form of guidelines, services and workshops to help them capture and prioritise their own requirements.

Expected outcome:

- Submitted Requirements: Prioritised and well-defined requirements from LSVRC submitted as their need arises.
- Feedback: EGI.eu will provide regular feedback (at least every 3 months) on the status of the requirements supplied.

Activity: A.5 Dissemination

Parties Involved: EGI.eu Dissemination Manager, LSVRC Dissemination Manager

Description of work: The objective of this activity is to maximise the impact of both LSVRC and EGI.eu through the efficient coordination of dissemination. This will involve establishing contact points for communication channels, publications as well as sharing timing constraints relating to both parties. LSVRC and EGI.eu will collaborate and help each other in the production of dissemination material and also disseminate the progress and results from the collaboration within the EGI.eu community and LSVRC

Expected outcome:

- Launch: advertise the start of the collaboration in each Party's website with a dedicated static page, article and press releases (within 1 month),
- Reporting: LSVRC will be invited to contribute to EGI.eu's promotional materials and



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publications to reflect the collaboration between the two parties,

- Events: joint sessions at EGI.eu and LSVRC events will be planned in order to disseminate the progress and results of the collaboration,
- Publications: inform EGI.eu of any scientific/academic publications published by the LSVRC that use the EGI, and EGI.eu will inform LSVRC of publications that refer to LSVRC. This bi-directional communication will ensure that each party is being accurately represented by the other.

ARTICLE 4: TIMELINE AND REPORTING

The EGI.eu Policy Development Team (PDT) will coordinate the periodic review of the progress of the activities defined in Article 3 (Joint Work Plan), follow-up the milestones defined below and distribute reports to both Parties. Special meetings between the points of contact designated under Article 5 (Communication) shall be held, as often as necessary, to examine the progress in the implementing of this Agreement. Dates related to time elapsed from the signing of the MoU.

Date	Activity	Achievement
Month 1	A.6	Both Parties to announce the collaboration agreement on their web sites.
Month 1	A.1	Outline LSVRC's areas of expertise
Month 2	A.2	List of applications and services needed by LSVRC from the EGI community.
Initially by 3 months, then as services are added.	A.2	List of applications and services that LSVRC can offer to the EGI community.
Annually	All	Summary of the main achievements, open issues and future plans related to the collaboration between LSVRC and EGI.eu. The input must cover all of the activities that are defined in the Joint Work Plan section of the signed MoU.
Every 3 months	A.3	Participation in UCB – with a minimum of two physical meetings per year
As determined by LSVRC	A.4	Updated and prioritised requirements from the community
Every 3 months	A.4	Feedback from EGI on progress on requirements

ARTICLE 5: COMMUNICATION

The Parties shall keep each other informed on all their respective activities and on their progress and shall consult regularly on areas that offer the potential for cooperation through the agreed channels.

Joint working groups may be established to examine, in detail, proposals in areas assigned to them by the Parties referred to in Article 3 (Joint Work Plan) and to make recommendations to the Parties.



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Each Party shall designate a “point of contact” that will 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.⁴

The primary points of contact for each Party are:

EGI.eu: Sergio Andreozzi, Policy Development Manager
EGI.eu – Science Park 105 – 1098 XG Amsterdam, the Netherlands
Tel: +31 (0)20 592 2285 E-mail: Sergio.andreozzi@egi.eu

LSVRC: Tristan Glatard, LSVRC coordinator
CREATIS, INSA, Bât B. Pascal – 7 avenue J. Capelle, 69621 Villeurbanne cedex, France
Tel: +33 (0) 4 72 43 72 99 ; email: glatard@creatis.insa-lyon.fr

Questions of principle or problems that cannot be solved at primary contact level will be taken to the EGI.eu Director and the LSVRC coordinator.

ARTICLE 6: PARTICIPATION IN EGI.EU GROUPS

LSVRC agrees to name a technical representative (with deputy) for the EGI.eu User Community Board (UCB). Further information about the EGI UCB can be found in the Terms of Reference for the UCB which is available on request.

LSVRC may be asked to nominate representatives to serve on other advisory groups as appropriate. For example, this might include the User Services Advisory Group (USAG). USAG terms of reference for USAG are available on request.

LSVRC will accept and comply with EGI.eu's policies and procedures relating to the use of EGI.eu's production infrastructure.

ARTICLE 7: RIGHTS AND RESPONSIBILITIES

The procedure is set out in Annex 3.

ARTICLE 8: 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.

Each Party shall make available free of charge to the other Party the office accommodation and

⁴ For the full and detailed contact list of VRC required by the accreditation procedure see Annex 5.



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services.

The Parties' obligations hereunder are subject to their respective funding procedures and the availability of appropriated 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 that 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.

ARTICLE 9: ENTRY INTO FORCE, DURATION AND TERMINATION

This MoU will enter into force when signed by the authorized representatives of the Parties and shall remain in force for a renewable 99-year period, or upon three (3) months prior written notice by one Party to the other. 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 Agreement may be extended and/or amended by mutual agreement in writing.

ARTICLE 10: AMENDMENTS

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

ARTICLE 11: ANNEXES

Annexes 1, 2, 3, 4 and 5 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 9 (Amendments).

ARTICLE 12: LANGUAGE

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

ARTICLE 13: GOVERNING LAW - 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 set out in Annex 4.



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behalf of the LSVRC**

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

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

Dr. Steven Newhouse
EGI.eu Director

Yannick Legré
HealthGrid president

Date

Date

Tristan Glatard
Life-Science Virtual Research Community
Coordinator

Date



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Annex 1: EGI.eu – Description

Background to EGI.eu

To support science and innovation, a lasting operational model for e-Infrastructure is needed – both for coordinating the infrastructure and for delivering integrated services that cross national borders. The objective of EGI.eu (a foundation established under Dutch law) is to create and maintain a pan-European Grid Infrastructure in collaboration with National Grid Initiatives (NGIs) in order to guarantee the long-term availability of a generic e-infrastructure for all European research communities and their international collaborators.

In its role of coordinating grid activities between European NGIs, EGI.eu will:

- Operate a secure integrated production grid infrastructure that seamlessly federates resources from providers around Europe
- Coordinate the support of the research communities using the European infrastructure coordinated by EGI.eu
- Work with software providers within Europe and worldwide to provide high-quality innovative software solutions that deliver the capability required by our user communities
- Ensure the development of EGI.eu through the coordination and participation in collaborative research projects that bring innovation to European Distributed Computing Infrastructures (DCIs)

The EGI.eu is supporting ‘grids’ of high-performance computing (HPC) and high-throughput computing (HTC) resources. EGI.eu will also be ideally placed to integrate new Distributed Computing Infrastructures (DCIs) such as clouds, supercomputing networks and desktop grids, to benefit the user communities within the European Research Area.

EGI.eu will collect user requirements and provide support for the current and emerging user communities. Support will also be given to the current heavy users of the infrastructure, such as high energy physics, computational chemistry and life sciences, as they move their critical services and tools from a centralised support model to one driven by their own individual communities.

The EGI.eu community is a federation of independent national and community resource providers, whose resources support specific research communities and international collaborators both within Europe and worldwide. EGI.eu, coordinator of EGI.eu, brings together partner institutions established within the community to provide a set of essential human and technical services that enable secure integrated access to distributed resources on behalf of the community.

The production infrastructure supports Virtual Research Communities – structured international user communities – that are grouped into specific research domains. VRCs are formally represented within EGI.eu at both a technical and strategic level.



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Annex 2: HealthGrid

Background to HealthGrid

The HealthGrid Association, based in France, brings together people from a variety of disciplines to promote awareness and use of Grid technologies in the biomedical sector. The HealthGrid community emphasizes a strong relationship among the private sector, government agencies, clinicians, and researchers. These connections foster the integration of Grid practices and tools into the fields of biology, medicine, and health. Technologies and techniques come from both academic research and industry. This enables HealthGrid to include scientific tracks with heterogeneous data from the molecular to the population level. While the short-term goal of HealthGrid is to increase awareness of the power of grid technologies, the worldwide use of healthgrids is the ultimate aim.

Its main objectives are:

- To contribute to several European projects, which objectives are to fight serious diseases such as cancers (breast cancers, neuroblastoma) or to create a wide world Grid infrastructure especially thought for researchers;
- To supply highly important information and other services relevant to the members of the association;
- To participate to higher education by giving special Grid training for system administrators and users;
- To promote exchanges between European and international projects;
- To stimulate the emergence of new projects;
- To produce collaborative documents;
- To organise conferences and healthgrids' workshops;
- To create partnerships in the field of health within Europe and elsewhere in the world;
- To collaborate with humanitarian projects (example of local associations in Burkina-Faso).

In the framework of this collaboration, HealthGrid represents the Life-Science Virtual Research Community as described in the Background section of this document.



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Annex 3: Rights and Responsibilities

A. GENERAL

1. LSVRC 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 under any grant agreement with the European Commission or under any consortium agreement related thereto.

B. PERSONNEL

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

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. Notwithstanding the foregoing each Party shall grant the other a non-exclusive royalty free, perpetual license to use the Intellectual Property Rights generated by it under this MoU for use within its project or for the exploitation the results thereof. Such license shall include the right to sublicense the entities involved in the project.



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D. JOINTLY OWNED RESULTS

1. 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 as it sees fit without owing the other Party any compensation or requiring the consent of the other Party. Each Party, therefore, for example and without limitation, has the transferable right to grant non-exclusive, further transferable licenses under such Jointly Owned Results to third parties. Each Party shall be entitled to disclose such Jointly Owned Results without restrictions unless such Jointly Owned Results contain a Joint Invention in which case no disclosure must be made prior to the filing of a priority application.

2. 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 of 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 not be unreasonably withheld.

2. EGL.eu and LSVRC may each release information to the public, provided it is related only to its own part of the activities under this MoU. In cases where the activities of the other Party are concerned prior consultation 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



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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 and activities similar to those described in this MoU 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 EGL.eu.



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Annex 3: Settlement of Disputes

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.



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Annex 4: Detailed Contact List

Role	EGI.eu	VRC
Signing Authority	Director of EGI.eu (Steven Newhouse)	President of the HealthGrid association (Yannick Legré); and, Coordinator of LSVRC (Tristan Glatard)
Coordinator	Policy Development Manager (Sergio Andreozzi)	Providing strategic and managerial input on the LSVRC's activity (Tristan Glatard)
User support and training	Chief Community Officer (Steve Brewer)	LSVRC User Support Coordinator/portal/gateway coordinator (Silvia Olabariaga)
Operational issues (GRID-related, operation, security)	Chief Operations Officer (Tiziana Ferrari)	LSVRC Service Manager (Ignacio Blanquer)
Technical Coordination	Technical Manager (Michel Drescher)	LSVRC Service Manager (Franck Michel)
Dissemination	EGI.eu Dissemination Manager (Catherine Gater):	LSVRC Dissemination Manager (Dagmar Krefting)

These contact points may be the same person. These representatives (or additional people) may be invited to participate in other EGI.eu bodies depending on the interests of the LSVRC will make sure to keep EGI.eu Policy Development Team (policy@egi.eu) updated with any changes to the contact list.



Annex 5: The Benefits of becoming a VRC within EGI

The motivation and value of establishing a VRC under the EGI model for a given research community will depend on the maturity, size and activity of that community, but can in general be summarised as follows:

1. **User support:** EGI offers users within a VRC a range of services that integrate and extend the existing support services provided by their own community or within their own country. There are two clear advantages to this: firstly users can navigate their way around a wealth of related material, resources and activities from the EGI community that can enhance their own research; secondly, the EGI requirements gathering process can extract strategic meaning from the detail of day-to-day problem solving and thereby accelerate the development of new features for the VRC.
2. **Application integration:** The support services that EGI provides can typically be customised by the VRC, the NGIs and even the individual user. The services include: the applications database which guides and informs users about existing resources; the training market place which promotes and enables the sharing of training resources across the wider EGI community; the VO services which simplify the process of managing the process of working on the infrastructure and the community repository which is available for handling the distribution of applications if required. Whilst some communities and countries will have their own versions of these resources, sharing information across EGI enables greater take-up and reuse of resources.
3. **User Community policy and procedures:** The VRC exists fundamentally to act as a communication channel between a community of users with common interests and the EGI organisation representing the community of resources providers. This communication takes place in both directions; both as a dissemination channel and as a clear voice for the needs of the community. The EGI management committee structure is the formal mechanism for this and the VRC entry point into this is through participation in the User Community Board (UCB). The policies and procedures exist to ensure that this happens in a fair and efficient manner.
4. **Requirements gathering:** Day-to-day problems will continue to be resolved through the preferred channels of the VRC. However, the EGI Requirements Gathering process provides a transparent and interactive system for extracting the needs of the community from these and other channels that may be provided by EGI or the VRC itself. These requirements may reflect needs for applications, tools, infrastructure or services and will be channelled appropriately. Many of these needs however can be resolved by better documentation, improved knowledge about available resources and adoption of best practices.
5. **Dissemination:** The coordination of dissemination between the VRC and EGI offers an opportunity to maximise the impact of the collaboration. The VRC will benefit from information from the wider EGI community tailored to their needs meanwhile the EGI dissemination team can help achieve benefits of scale by promoting the achievements from within the VRC in a wider context than their own field. This is increasingly important as breakthroughs and tools in one discipline are exploited in others.