



**Memorandum of Understanding
between
EGI-InSPIRE and DECIDE**



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BACKGROUND	3
ARTICLE 1: PURPOSE.....	4
ARTICLE 2: DEFINITIONS.....	4
ARTICLE 3: JOINT WORK PLAN	4
ARTICLE 4: TIMELINE AND REPORTING	7
ARTICLE 5: COMMUNICATION	8
ARTICLE 6: PARTICIPATION IN EGLEU GROUPS.....	8
ARTICLE 7: RIGHTS AND RESPONSIBILITIES	8
ARTICLE 8: FUNDING.....	9
ARTICLE 9: ENTRY INTO FORCE, DURATION AND TERMINATION.....	9
ARTICLE 10: AMENDMENTS.....	9
ARTICLE 11: ANNEXES.....	9
ARTICLE 12: LANGUAGE	9
ARTICLE 13: GOVERNING LAW - DISPUTE RESOLUTION	9



**Memorandum of Understanding
between
EGI-InSPIRE and DECIDE**



BACKGROUND

The “Integrated Sustainable Pan-European Infrastructure for Researchers in Europe” project (hereafter referred to as “EGI-InSPIRE”) supports the transition from a project-based system to a sustainable pan-European e-Infrastructure, by supporting ‘grids’ of High-Performance Computing (HPC) and High-Throughput Computing (HTC) resources. EGI-InSPIRE, supported by EGI-InSPIRE, the central organization that provides a coordinating hub for European DCIs and 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 (ERA). A summary of EGI-InSPIRE is attached as Annex 1.

The DECIDE (Diagnostic Enhancement of Confidence by an International Distributed Environment) Project (hereafter referred to as “DECIDE”), a European-funded project aiming to design, implement, and validate a Grid-based e-Infrastructure building upon neuGRID and relying on the Pan-European backbone GEANT and the NRENs. Over this e-Infrastructure, a service will be provided for the computer-aided extraction of diagnostic markers for Alzheimer’s disease and schizophrenia from medical images. DECIDE will offer access to large distributed reference databases (850 and 2200 datasets from normal subjects and from neurological subjects, respectively), high computation and storage resources (more than 1000 CPU core processors and 70TB of storage) and intensive image processing tools. DECIDE will be open to the implementation of future algorithms based on other neuroimaging methods; in a longer-term perspective, the infrastructure could be extended to other research and diagnostic algorithms relating other diseases of the brain and other organ systems.

A summary of DECIDE is attached as Annex 2.

There are no institutions directly common to both projects. However, the following DECIDE partners are indirectly represented in EGI-InSPIRE as third parties within the Joint Research Units:

- Consortium GARR (GARR) - Italy
- Consiglio Nazionale delle Ricerche (CNR) - Italy
- COMETA Consorzio (COMETA) - Italy
- Imperial College of Science, Technology and Medicine (IMPERIAL) – UK



**Memorandum of Understanding
between
EGI-InSPIRE and DECIDE**



ARTICLE 1: PURPOSE

The purpose of this Memorandum of Understanding (MoU) is to define a framework of collaboration between EGI-InSPIRE and DECIDE (hereafter also referred to as “the Party” or the “Parties”). The Parties recognise, by this MoU, the opening of a wider and longer-term cooperation in activities, which will bring visible benefits.

ARTICLE 2: DEFINITIONS

For the purpose of this MoU:

- (a) The term Virtual Organisation (VO) refers to a group of researchers with similar interests and requirements, who are able to work collaboratively with other members and/or share resources (e.g. data, software, expertise, CPU, storage space) regardless of geographical location.
- (b) The term Virtual Research Community (VRC) refers to an organisational grouping that brings together transient Virtual Organisations within a persistent and sustainable structure. A VRC is 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
- (c) The term European Grid Infrastructure (EGI) 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.
- (d) The term National Grid Initiative (NGI) refers to an entity as defined in the EGI.eu statute¹.

ARTICLE 3: JOINT WORK PLAN

The parties contribute to enable the vision of providing European scientists and international collaboration for sustainable distributed computing services to support their work. In this broad context, the specific goals of the collaborations are:

1. Requirements gathering
2. Support tools and services
3. User support and VRC integration
4. User community policy and procedures
5. Sustainability
6. Dissemination

¹ See EGI.eu Statute: <http://www.egi.eu/about/governance/>



Memorandum of Understanding
between
EGI-InSPIRE and DECIDE



The specific activities to be carried out within the framework of the collaboration are²:

Activity: A.1 Requirements gathering

Parties Involved: EGI-InSPIRE NA3 Manager (Stephen Brewer) and EGI-InSPIRE SA2 Manager (Michel Drescher); DECIDE Technical Manager (Valeria Ardizzone, COMETA) and DECIDE JRA2 Coordinator (Isabella Castiglioni, CNR)

Description of work: This activity is an opportunity for DECIDE to feed their requirements into EGI-InSPIRE and, hence, influence the evolution of the infrastructure and the support services. EGI-InSPIRE will accept requirements in various formats from Use Cases to User Stories depending preferred methods. The UCST will process and normalise the requirements in order to compare and combine them with others from across all of the communities. The combined prioritised requirements will be presented to UCB for ratification before submission to Technical Coordination Board (TCB). The UCST will provide support in the form of guidelines, services and workshops to help capture and prioritise the gathered requirements.

Expected outcome:

- Prioritised and well-defined requirements from DECIDE submitted on a periodic cycle to be agreed with EGI-InSPIRE
- Feedback: EGI-InSPIRE will provide regular feedback on the status of the supplied requirements by DECIDE
- Reporting: All actions will be written as part of the standard formal EGI-InSPIRE deliverables. DECIDE will be invited to contribute to these reports

Activity: A.2 – Support tools and services

Parties Involved: EGI-InSPIRE SA1 Manager (Tiziana Ferrari) and EGI-InSPIRE NA3 Manager (Stephen Brewer); DECIDE TNA2.1 Task Leader (Roberto Barbera, COMETA) and DECIDE (Fulvio Galeazzi, GARR)

Description of work: This activity covers both tools and services required from Operations as well as integration with those provided by User Community Support Team (UCST). It can also include applications and services that DECIDE could provide for EGI-InSPIRE. Therefore, an early task will involve compiling detailed description of areas of specialisation where DECIDE can contribute back to the Community.

Expected outcomes:

- A set of tools and services from EGI-InSPIRE after agreement between the parties
- A set of tools and services from DECIDE after agreement between the parties
- Reporting: All actions will be written as part of the standard formal EGI-InSPIRE deliverables. DECIDE will be invited to contribute to these reports
- Consultancy: Hands on assistance and specific advice may be offered through the EGI-InSPIRE partners as a consultancy service if the need and the availability of resources permit

Activity: A.3 - User Support and VRC Integration

Parties Involved: EGI-InSPIRE NA3 Manager (Stephen Brewer); DECIDE Technical Manager (Valeria Ardizzone, COMETA)

Description of work: This activity requires that the communication channels and contact points are agreed, the support services are defined and help desk integration is established. The activity will also involve compiling details of areas of specialisation where DECIDE can contribute back to the wider EGI community. This could include for example: training material, application details, documentation

² Party leading the activity is underlined.



Memorandum of Understanding
between
EGI-InSPIRE and DECIDE



and presentations that can be contributed to EGI-InSPIRE to be made accessible to all DECIDE members. Therefore, these items will be provided where applicable and drawn upon where needed. EGI-InSPIRE will act as a matchmaker in identifying needs from the community and encouraging relevant experts to share their knowledge and experience with the wider community. EGI-InSPIRE will also offer a consultancy service, which will provide specific assistance to a community where applicable and where resources permit. This activity will also provide the foundation for understanding the benefits of creating a new VRC or potential integration in an already established VRC (e.g. Life-Science Grid Computing or LSGC).

Expected outcomes:

- Help desk integration: The DECIDE help desk system will be integrated with EGI (GGUS), which will act as a higher level of support and gateway to the middleware developers.
- Meetings: The quarterly User Community Board (UCB) meetings should be attended by a representative of DECIDE with a minimum of two per year. A representative may be required for the User Services Advisory Group (USAG) meeting.
- DECIDE to provide EGI-InSPIRE with active or potential research communities that could become connected to EGI user communities working in the same discipline (the connection points will include the UCB at the user level). Information will feed into the VRC analysis.
- DECIDE contributions: DECIDE will make available to EGI-InSPIRE training material, application details, documentation and presentations, either directly from via DECIDE's web portal or by depositing it within the relevant training and application databases provided by EGI-InSPIRE.
- Reporting: all actions will be written as part of the standard formal EGI-InSPIRE deliverables; DECIDE will be invited to contribute to these reports.
- EGI-InSPIRE consultancy support will be made available through the EGI-InSPIRE partners where applicable/resources permit.

Activity: A.4 User Community Policy and Procedures

Parties Involved: EGI-InSPIRE NA3 Manager (Stephen Brewer); DECIDE Project Coordinator (Laura Leone, GARR)

Description of work: DECIDE will have influence through participation in User Community Board (UCB) and other formal bodies to the policies, procedures, services and tools relating to the DECIDE support process and infrastructure operation. Participation in the UCB will be essential in the initial stages, which can be refined upon future developments (e.g. creation or integration with an established VRC such as the LSCG VRC).

Expected outcome:

- DECIDE will participate in UCB and other meetings subject to agreement.
- Requirements for EGI policies and procedures from DECIDE.
- EGI-InSPIRE will provide the necessary support towards defining the potential benefits and related mechanisms around the VRC model.
- Reporting: All actions will be written as part of the standard formal EGI-InSPIRE deliverables. DECIDE will be invited to contribute to these reports.

Activity: A.5 Sustainability

Parties Involved: EGI-InSPIRE NA3 Manager (Stephen Brewer) and Policy Development Manager (Sergio Andreozzi); DECIDE Project Coordinator (Laura Leone, GARR) and DECIDE TNA2.6 Task Leader (David Manset, MAAT)

Description of work: Sustaining services is a priority for both projects. This activity will be dedicated to outlining a series of questions and defining solutions to what, where and how the identified services



**Memorandum of Understanding
between
EGI-InSPIRE and DECIDE**



will be sustained.

Expected outcome:

- An established sustainability plan for DECIDE including organisational structure and governance model. This plan should include details of how the representative for DECIDE will communicate with the community and maintain a position of trust within this community.
- Reporting: All actions will be written as part of the standard formal EGI-InSPIRE deliverables. DECIDE will be invited to contribute to these reports.

A.6 Dissemination

Parties Involved: EGI-InSPIRE NA2.2 Task Leader (Catherine Gater); DECIDE NA3.1 Task Leader (Maddalena Vario, GARR)

Description of work: The objective of this activity is to maximise the impact of both DECIDE and EGI-InSPIRE 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. DECIDE and EGI-InSPIRE will collaborate and help each other in the production of dissemination material and also disseminate the progress and results from the collaboration within their respective communities.

Expected outcome:

- Launch: Advertise the start of the collaboration in each Party’s website with a dedicated static page, article and press release.
- Events: Joint sessions at EGI-InSPIRE and DECIDE events will be planned in order to disseminate the progress and results of the collaboration.
- Publications: Inform EGI-InSPIRE of any scientific/academic publications published/issued by DECIDE that benefited from the usage of EGI.
- Reporting: All actions will be written as part of the standard formal EGI-InSPIRE deliverables. DECIDE will be invited to contribute to these reports.

ARTICLE 4: TIMELINE AND REPORTING

The EGI-InSPIRE 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 ³	Milestone	Achievement
06/2011	M6.1	Both parties to announce the collaboration agreement on their web sites.
07/2011	M3.1	Help desk integration (DECIDE & EGI).
08/2011	M2.1	List of applications and services needed by DECIDE and that DECIDE can offer.
09/2011	M4.1	Requires a report analysing VRC coordination (report led by EGI-InSPIRE, Steve Brewer)
		Training material made available on the

³ If not specified, the deadline is the last working day of the month



Memorandum of Understanding
between
EGI-InSPIRE and DECIDE



Spring 2012	M6.2	Organise joint activity at EGI User Forum
Annually (Nov)	M5.1-2	Description of the DECIDE sustainability plan.
Annually (June)	M1-2	Summary of the main achievements, open issues and future plans related to the collaboration between DECIDE and EGI-InSPIRE. The input must cover all of the activities that are defined in the Joint Work Plan section of the signed MoU.
As determined by DECIDE		Updated and prioritised requirements for the community fed through attendance at UCB meetings.

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.

Each Party shall designate a “points 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 point of contact for each Party is:

EGI-InSPIRE: Sergio Androozzi, Policy Development Manager, e-mail: sergio.androozzi@egi.eu
DECIDE: Laura Leone, DECIDE Project Coordinator, e-mail: laura.leone@garr.it

Questions of principle or problems that cannot be solved at primary contact level will be taken to the EGI-InSPIRE Director and the DECIDE Project Coordinator.

ARTICLE 6: PARTICIPATION IN EGI.EU GROUPS

DECIDE agrees to name a technical representative (with deputy) for the EGI 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 (<https://documents.egi.eu/document/120>).

DECIDE 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 (<https://documents.egi.eu/document/121>).

DECIDE will accept and comply with EGI's policies and procedures that apply to the users of EGI (http://go.egi.eu/policies_and_procedures).

ARTICLE 7: RIGHTS AND RESPONSIBILITIES

The procedure is set out in Annex 3.

⁴ For the full and detailed contact list see Annex 5.



**Memorandum of Understanding
between
EGI-InSPIRE and DECIDE**



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 any office/meeting space needed for the joint activities.

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 authorised representatives of the Parties and shall remain in force until completion of the activities identified in Article 3 (Joint Work Plan), or upon termination of the projects in which the Parties participate, 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 and 4 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 10 (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.



**Memorandum of Understanding
between
EGI-InSPIRE and DECIDE**



Memorandum of Understanding between EGI-InSPIRE and DECIDE

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-InSPIRE Director

Dr. Laura Leone
DECIDE Project Coordinator

Date

Date



**Memorandum of Understanding
between
EGI-InSPIRE and DECIDE**



Annex 1 EGI-InSPIRE – Description

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 EGI-InSPIRE project will support the transition from a project-based system to a sustainable pan-European e-Infrastructure, by supporting ‘grids’ of high-performance computing (HPC) and high-throughput computing (HTC) resources. EGI-InSPIRE 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-InSPIRE 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.

Objectives

The objectives of the project are:

- The continued operation and expansion of today’s production infrastructure by transitioning to a governance model and operational infrastructure that can be increasingly sustained outside of specific project funding.
- The continued support of researchers within Europe and their international collaborators that are using the current production infrastructure.
- The support for current heavy users of the infrastructure in earth science, astronomy and astrophysics, fusion, computational chemistry and materials science technology, life sciences and high energy physics as they move to sustainable support models for their own communities.
- Interfaces that expand access to new user communities including new potential heavy users of the infrastructure from the ESFRI projects.
- Mechanisms to integrate existing infrastructure providers in Europe and around the world into the production infrastructure, so as to provide transparent access to all authorised users.
- Establish processes and procedures to allow the integration of new DCI technologies (e.g. clouds, volunteer desktop grids) and heterogeneous resources (e.g. HTC and HPC) into a seamless production infrastructure as they mature and demonstrate value to the EGI community.

The EGI 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-InSPIRE, 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 at both a technical and strategic level.

Consortium:

The EGI-InSPIRE consortium has 51 partners with representatives of 42 National Grid Initiatives (NGIs) and European International Research Organisation (EIROs) in geographical Europe, and eight



**Memorandum of Understanding
between
EGI-InSPIRE and DECIDE**



Asia Pacific partners, coordinated by EGI.eu a dedicated organisation established to provide an integrated sustainable pan-European Infrastructure for all researchers in Europe.

Duration: 48 months

EC Contribution: €25,000,000

Total Budget: cca. €72,000,000

Total Manpower: 9,241 Person Months



**Memorandum of Understanding
between
EGI-InSPIRE and DECIDE**



Annex 2 DECIDE - Description

The aim of DECIDE (Diagnostic Enhancement of Confidence by an International Distributed Environment) is to design, implement, and validate a GRID-based e-Infrastructure building upon neuGRID and relying on the Pan-European backbone GEANT and the NRENs. Over this e-Infrastructure, a service will be provided for the computer-aided extraction of diagnostic markers for Alzheimer's disease and schizophrenia from medical images. DECIDE will offer access to large distributed reference databases (850 and 2200 datasets from normal subjects and from neurological subjects, respectively), high computation and storage resources (more than 1000 CPU core processors and 70TB of storage) and intensive image processing tools. DECIDE will be open to the implementation of future algorithms based on other neuroimaging methods; in a longer-term perspective, the infrastructure could be extended to other research and diagnostic algorithms relating other diseases of the brain and other organ systems.

Objectives are to:

- Provide the Neuroscientific and Medical community with a dedicated Grid-based e-Infrastructure building upon the FP7 e-Infrastructure neuGRID (www.neuGRID.eu) and relying on the Pan-European backbone GEANT and the NRENs; different competences and communities (neurological research, medical community, grid, networking) will be gathered, to implement the e-Infrastructure in an innovative way;
- Deploy on this e-Infrastructure a secure and user-friendly service for the early diagnosis and research on dementia and other brain diseases, and exploiting large distributed reference databases of multimodal neuroimages;
- Validate the e-Infrastructure and service through application to real patient cases (Alzheimer's Disease, neurodegenerative dementias) and validate the DECIDE model on cutting-edge diagnostic conditions (Schizophrenia);
- Propose a long-term vision for the sustainability of the e-Infrastructure and its extension to new communities; ethical issues related to the management and exploitation of sensitive patient clinical data will be specifically addressed as well as the business model for the wider exploitation of the service;
- Disseminate the results to promote the adoption of the DECIDE e-Infrastructure and service by the clinical community at large.

Action Plan:

The planned tools will extract (i) diagnostic markers of established value in the medical community and might be used immediately in clinical settings, and (ii) markers currently in an earlier stage of validation, that will be brought forward by DECIDE.

The DECIDE applications will be implemented into a Grid middleware that will allow: (i) authorisation and secure access to largely distributed databases for reference images, (ii) computationally intensive processing, (iii) image processing on patient images residing locally, compliant with the strict data-sharing hospital policies.

DECIDE User communities:

The potential impact for clinical use and research of the proposed e-Infrastructure will be on a large scale by enabling clinicians from hospitals with no access to sophisticated computational algorithms, resources, and large sets of reference images to carry out analyses remotely and efficiently. This will be reached by the use of a centralised user-friendly web-Grid service. The service will be accessed by the medical community through a Science gateway portal.



**Memorandum of Understanding
between
EGI-InSPIRE and DECIDE**



The Project will define with National and European regulatory agencies protocols and rules for the qualification of experts enabled to use the service for clinical diagnostic purposes.

International aspects:

The DECIDE consortium strongly believes that a European, and even wider approach is needed to tackle the problem of AD and neurodegeneration in general. Furthermore the rapidly ageing of society, that Europe and other developed economies have to cope with, makes the societal emergency of the phenomenon more dramatic and resource consuming. In this perspective, the project consortium and pilot infrastructure should be regarded as an extensible, proof-of-concept, platform, whose usage should be extended to other communities in Europe.

International key players were engaged prior to the beginning of the project, and the project will count on well-established relations since the first working day. These include European players such as GN3, EGI-Inspire, HealthGrid, EuroBioImaging, PharmaCOG and DiMI, and North American leading ones, such as the Canadian CBRAIN and the US LONI.

On the other hand, the implementation of the DECIDE infrastructure and service should be regarded not only as a step towards streamlining and enhancing confidence in early diagnosis of neurodegenerative pathologies, but as a concept that can be successfully extended to other pathologies and communities, not only in the field of neurology (i.e. for instance brain cancer), but to other organs as well (i.e. for example cardiology or traumatology). An International approach will be especially beneficial in view of such extension in scope, as it will help bringing together other groups who are working on the subject in different fields, sharing with them approaches and results, and making the best of the state of the art in this field.



**Memorandum of Understanding
between
EGI-InSPIRE and DECIDE**



Annex 3 Rights and Responsibilities

A. GENERAL

1. DECIDE 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.

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



**Memorandum of Understanding
between
EGI-InSPIRE and DECIDE**



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. EGI-InSPIRE and DECIDE 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 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 EGI-InSPIRE.



**Memorandum of Understanding
between
EGI-InSPIRE and DECIDE**



Annex 4 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.



**Memorandum of Understanding
between
EGI-InSPIRE and DECIDE**



Annex 5 Full and Detailed Contact List

Role	EGI-InSPIRE	VRC
Coordinator	Director of EGI-InSPIRE (Steven Newhouse)	DECIDE Project Coordinator (Laura Leone)
Policy	Policy Manager - NA2.3 (Sergio Andreozzi)	DECIDE User community contact (Federica Tanlongo)
User support and training	User Community Manager - NA3 (Steve Brewer)	DECIDE Technical Manager (Valeria Ardizzone)
Operational issues (Grid related, operation, security)	Operations Manager - SA1 (Tiziana Ferrari)	DECIDE Operations Contact (Roberto Barbera)
Technical Coordination	Technical Contact – SA2 (Michel Drescher)	DECIDE Technical Manager (Valeria Ardizzone)
Dissemination	Dissemination Manager – NA2.2 (Catherine Gater)	DECIDE Dissemination Manager (Maddalena Vario)

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