



**Memorandum of Understanding  
between EGI.eu and CIMA  
(representing the HMRC VRC)**



**Memorandum of Understanding between  
EGI.eu and CIMA (representing the Hydro-Meteorology  
Research Community VRC)**



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## Memorandum of Understanding between EGI.eu and CIMA (representing the HMRC VRC)



### 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 Intergovernmental 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 and EIROs 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). EGI.eu interacts with users by promoting the creation of Virtual Research Communities to organise and help sustain large-scale research collaborations grouped according to research domain or computational techniques. A summary of EGI.eu is attached as Annex 1.

CIMA (International Centre on Environmental Monitoring) is a private non-profit research organisation founded in September 2007 as the evolution of the pre-existing CIMA Research Interuniversity Centre. CIMA’s mission to observe to predict and predict to prevent through the observation of the planet, from global to very detailed scales, works to predict incoming extremes of climate as well as environmental changes and crises. As an institute recognised by the Civil Protection Department of the Italian Prime Minister's Cabinet Office and with key expertise in the field, CIMA has served as coordinator of the DRIHMS project (Distributed Research Infrastructure for Hydro-Meteorology Study) and will again in a follow-up project DRIHM.

CIMA has been playing a central role in the hydrometeorology research community. As coordinator of dedicated projects in the domain, is well positioned to represent the overall hydro-meteorology community and coordinate the HMRC VRC (hereafter referred to as “HMRC”).

Overall, the hydro-meteorology research community deals with problems involving the hydrologic cycle, the water budget, and the rainfall statistics of storms. The boundaries of hydrometeorology are not clear-cut, and the problems of the hydrometeorologist overlap with those of the climatologist, the hydrologist, the cloud physicist, and the weather forecaster. Considerable emphasis has been placed on determining, theoretically or empirically, the relationships between meteorological variables and the maximum precipitation reaching the ground. Other concerns of hydrometeorologists include the determination of rainfall probabilities, the space and time distribution of rainfall and evaporation, the recurrence interval of major storms, snow melt and runoff, and probable wind tides and waves in reservoirs. The whole field of water quality and supply is of growing importance in hydrometeorology. A summary of CIMA and HMRC is attached as Annex 2.

## ARTICLE 1: 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.
- The term HMRC or HMRC VRC refers to Hydro-Meteorology Research Community Virtual Research Community, which comprises scientists, researchers, developers, site administrators, etc. who are working or interested in this field.

## ARTICLE 2: PURPOSE

The purpose of this Memorandum of Understanding<sup>1</sup> (MoU) is to define a framework for collaboration between EGI.eu and CIMA Research Foundation representing the HMRC VRC (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 3: JOINT WORK PLAN

The goal of the collaboration defined by this MoU is to establish a formal relationship between EGI.eu and the CIMA Research Foundation (CIMA) (representing the HMRC) in order to benefit the European wide federation of VRCs. Some of the motivations for forming a VRC are given in Annex 6. 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 are<sup>2</sup>:

### Activity: A.1 - User Support

**Parties Involved:** EGI.eu Chief Community Officer (Steve Brewer), HMRC (Antonio Parodi, CIMA)

**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 HMRC is the recognised subject expert and has the capability to contribute to the rest of the VRC 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 HMRC related offerings (e.g. services, applications) and other communities that could benefit from them. CIMA will also help EGI.eu in understanding the composition and size of the HMRC VRC.

#### Expected outcomes:

- Contact points: These are defined in Annex 5 and will be updated as required.

<sup>1</sup> An MoU is a written agreement that clarifies relationships and responsibilities between two or more parties that share services, clients, and resources.

<sup>2</sup> Party leading the activity is underlined.



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- VRC composition: HMRC will provide information about estimates on the size of the VRC and possibly its decomposition by country
- Areas of expertise: HMRC will provide a concise report detailing areas of expertise from within their community (at month 1 relative to the signing of the MoU).
- Technical Services: EGI.eu will provide a training marketplace, a requirements gathering tool, applications databases and other services over time that will be accessible by the HMRC either directly or by being embedded in their portals. HMRC 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 (Tiziana Ferrari) and EGI.eu Chief Community Officer (Steve Brewer), HMRC (Andrea Clematis, IMATI)

**Description of work:** This activity covers both the tools and services required by HMRC 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 HMRC will provide for EGI 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 HMRC.
- (EGI.eu) The EGI Help desk (GGUS): Provided by EGI.eu and its partners to HMRC.
- (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.
- (EGI.eu) Support Units: EGI.eu will maintain and develop the EGI Helpdesk to ensure the support units and workflows needed to support HMRC are implemented in a timely manner.
- (EGI.eu) Core middleware services: EGI.eu in collaboration with its NGI providers will provide highly available core middleware services according to HMRC needs (e.g. top-level information discovery services, workload management services) for supporting 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 (GOCDB) that will provide information on the sites and services accessible to HMRC.
- (EGI.eu) Accounting: EGI.eu will provide an accounting database and portal that will allow HMRC to review its usage of EGI resources, together with the messaging infrastructure needed to centrally collect usage records.
- (HMRC) Availability Computation: HMRC will make use of the EGI availability computation system (to date, Nagios) to produce VRC-specific availability statistics. Requirements will be provided by HMRC to EGI.eu on how to enhance the availability assessment system.
- The services will be reviewed annually and the list modified as required.

### Activity: A.3 Requirements gathering

**Parties Involved:** EGI.eu Chief Community Officer (Steve Brewer) and EGI.eu Technical Manager (Michel Drescher), HMRC (Antonio Parodi, CIMA)

**Description of work:** HMRC will have influence through participation in User Community Board (UCB) and other formal bodies to the policies, procedures, services and tools relating to the HMRC support process. HMRC can identify new requirements and change requests for EGI 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 HMRC in the form of guidelines, services and workshops to help them capture and prioritise their own requirements.

**Expected outcome:**

- HMRC participation in the UCB and other meetings subject to agreement (See also Article 4 and 6).
- EGI.eu participation in HMRC meetings subject to agreement.
- Submitted Requirements: Prioritised and well-defined requirements from HMRC 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.4 Dissemination**

**Parties Involved:** EGI.eu Dissemination Manager (Catherine Gater), HMRC (Nicola Reborá, CIMA)

**Description of work:** The objective of this activity is to maximise the impact of both HMRC 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. HMRC 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 community and HMRC.

**Expected outcome:**

- Launch: Advertise the start of the collaboration in each Party's website with a dedicated static page and/or news article (within 1 month relative to the signing of the MoU).
- Reporting: HMRC will be invited to contribute to EGI.eu's promotional materials and publications to reflect the collaboration between the two parties.
- Events: Joint sessions at EGI (e.g. EGI Technical and User Forums) and HMRC related events (e.g. Plinius Conference, AGU Fall Conference) will be planned in order to disseminate the progress and results of the collaboration.
- Publications: Inform each party of any scientific/academic publications published/issued relating to the parties or activities within the MoU.

## **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.



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Date	Activity	Achievement
Month 1	A.4	Both Parties to announce the collaboration agreement on their web sites.
Month 2	A.1	Outline HMRC's areas of expertise.
Month 2	A.2	List of applications and services needed by HMRC from the EGI community.
Initially by 3 months, then as services are added.	A.2	List of applications and services that HMRC can offer to the EGI community.
Annually	All	Summary of the VRC composition, main achievements, open issues and future plans related to the collaboration between HMRC 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 HMRC	A.3	Updated and prioritised requirements from the community.
Every 3 months	A.3	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.

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.<sup>3</sup>

The primary points of contact for each Party are:

EGI.eu: Sergio Andreozzi, Policy Development Manager, e-mail: [sergio.andreozzi@egi.eu](mailto:sergio.andreozzi@egi.eu)

CIMA/HMRC: Antonio Parodi, CIMA, e-mail: [antonio.parodi@cimafoundation.org](mailto:antonio.parodi@cimafoundation.org)

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

### ARTICLE 6: PARTICIPATION IN EGI.EU GROUPS

HMRC 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 (<https://documents.egi.eu/document/120>). HMRC may be asked to nominate representatives to serve on other advisory groups as appropriate. HMRC will accept and comply with EGI.eu's policies and procedures that apply to the users of EGI ([http://go.egi.eu/policies\\_and\\_procedures](http://go.egi.eu/policies_and_procedures)).

<sup>3</sup> For the full and detailed contact list of VRC required by the accreditation procedure see Annex 5.



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**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 any office/meeting space for 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, 4, 5 and 6 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.





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**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**

12/8/2011  
Date

**Dr. Antonio Parodi  
Project Leader at CIMA Research  
Foundation and HMRC Coordinator**

5/8/2014  
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: CIMA and HMRC - Description

#### **Background to CIMA**

The Foundation, named “Centro Internazionale in Monitoraggio Ambientale” (International Centre on Environmental Monitoring), is a private non-profit research organisation.

The Founding Institutions of CIMA Research Foundation are the Civil Protection Department of the Italian Prime Minister's Cabinet Office, the University of Genova, the Government of the Region of Liguria, and the Administration of the Province of Savona.

CIMA Research Foundation was founded in September 2007 as the evolution of the pre-existing CIMA Research Interuniversity Centre. The knowledge, experience, and capabilities of the research personnel were transferred to the Foundation.

CIMA was partner coordinator in DRIHMS (Distributed Research Infrastructure for Hydro-Meteorology Study, <http://www.drihms.eu/>) and is the partner coordinator for the new project DRIHM (Distributed Research Infrastructure for Hydro-Meteorology).

#### **Background to HMRC**

In the Lisbon strategy, the 2005 European Council identified knowledge and innovation as the engines of sustainable growth and stated that it is essential to build a fully inclusive information society. In parallel, the World Conference on Disaster Reduction, defined among its thematic priorities the improvement of international cooperation in hydrometeorology research activities. This was recently confirmed at the Joint Press Conference of the Center for Research on Epidemiology of Disasters (CRED) with the United Nations International Strategy for Disaster Reduction (UNISDR) Secretariat, held on January 2009, where it was noted that that flood and storm events are among the natural disasters that most impact human life.

Hydrometeorology deals with problems involving the hydrologic cycle, the water budget, and the rainfall statistics of storms. The boundaries of hydrometeorology are not clear-cut, and the problems of the hydrometeorologist overlap with those of the climatologist, the hydrologist, the cloud physicist, and the weather forecaster. Considerable emphasis is placed on determining, theoretically or empirically, the relationships between meteorological variables and the maximum precipitation reaching the ground. Other concerns of hydrometeorologists include the determination of rainfall probabilities, the space and time distribution of rainfall and evaporation, the recurrence interval of major storms, snow melt and runoff, and probable wind tides and waves in reservoirs. The whole field of water quality and supply is of growing importance in hydrometeorology.

Hydrometeorological science has made strong progress over the last decade at the European and worldwide level: new modelling tools, post processing methodologies and observational data are available.

Recent European efforts in developing a platform for e-science, like EGEE (Enabling Grids for E-science), SEEGRID-SCI (South East Europe GRID e-Infrastructure for regional e-Science), and the German C3-Grid, provide an ideal basis for the sharing of complex hydrometeorological data sets and tools. Despite these early initiatives, however, the awareness of the potential of the Grid technology as a catalyst for future hydrometeorological research (HMR) is still low and both the adoption and the exploitation have astonishingly been slow, not only within individual EC member states, but also on a European scale.



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In this respect, the aims of the HMRC VRC will be:

- To advance the exchange and interfacing of methods and know-how available in both Grid and hydrometeorological communities;
- The identification, communication and discussion of requirements for porting and deployment of state-of-the-art hydrometeorological research applications and tools over heterogeneous Grid middleware;
- The assessment of the potential added value of Grid for hydrometeorological research community in terms of lower computing costs, faster project results and qualitatively better product results;
- The timely provision of updated information on Grid developments and potential benefits to the hydrometeorological research community;
- The improvement and standardisation on research specific services through the exchange/sharing of collective Grid expertise gathered across various hydrometeorological research applications and the collection of feedback from the hydrometeorological research community;
- The identification of new technical challenges for the Grid community from the hydrometeorological community and the production of recommendations for future actions;
- The establishment of a cross-fertilisation process towards end-user oriented projects in the field of natural hazards risk prevention and mitigation and Grid-related technologies.

In the framework of this collaboration, CIMA represents the Hydro-Meteorology Research Community (HMRC) VRC as described in the Background section of this document. The following Institutions constitute the initial set organisations part of the HMRC VRC:

- CIMA Research Foundation (CIMA)
- Ludwig-Maximilians-Universitaet Muenchen (LMU)
- DLR-Institute for Atmospheric Physics (DLR)
- Inst. of Applied Mathematics and Information Technology – Consiglio
- Nazionale delle Ricerche (IMATI-CNR)
- Technical University of Madrid (UPM)
- Republic Hydrometeorological Service of Serbia (RHMSS)
- Dpt. d'Astronomia i Meteorologia Universitat de Barcelona
- Consortium of Universities for the Advancement of Hydrologic Science

More Institutions are expected to join later. The HMRC VRC composition will be updated at least every year as part of the outcome of the collaboration activity described in this agreement.



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### Annex 3: Rights and Responsibilities

#### A. GENERAL

1. CIMA on behalf of HMRC 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.



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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. EGI.eu and CIMA (on behalf of HMRC) 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 in 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.eu.

#### 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.

Annex 5: Detailed Contact List

<b>Role</b>	<b>EGI.eu</b>	<b>VRC</b>
Signing Authority	Director of EGI.eu (Steven Newhouse)	Project Leader of CIMA Research Foundation and HMRC Coordinator (Antonio Parodi)
MoU contact point	Policy Development Manager (Sergio Andreozzi)	Antonio Parodi, CIMA
User support and training	Chief Community Officer (Steve Brewer)	Dieter Kranzlmuller, LMU
Operational issues (Grid- related, operation, security)	Chief Operations Officer (Tiziana Ferrari)	Andrea Clematis, IMATI
Technical Coordination	Technical Manager (Michel Drescher)	Michael Schiffers, IMATI
Dissemination	EGI.eu Dissemination Manager (Catherine Gater):	Nicola Rebor, CIMA

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



## Annex 6: 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.