



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



**Memorandum of Understanding between
EGI.eu and DANTE as a representative
of the GÉANT community**



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BACKGROUND

The Stichting European Grid Initiative (hereafter referred to as “EGI.eu”) is a not-for-profit foundation established under Dutch law to coordinate and manage the European Grid Infrastructure (EGI) federation on behalf of its members: National Grid Initiatives (NGIs) and European International Research Organisations (EIROs). EGI.eu offers a variety of services to the wider EGI community such as overseeing infrastructure operations, coordinating user community support, working with technology providers, representing EGI in collaborative projects, steering strategy and policy development, organising EGI’s flagship events and publicising the community’s news and achievements. A more detailed description of EGI.eu is attached as Annex 1.

DANTE Ltd. (hereafter referred to as “DANTE”) is responsible for the operation, management and development of the GÉANT network and handles the co-ordination and execution of GÉANT's operational service provision. In parallel with operating the existing network infrastructure, which it achieves by maintaining strong working links with all of the NRENs in the community, it also supports ongoing research into emerging technologies, standards and equipment that will be built into the GÉANT of tomorrow, and liaises with the user community (including EGI) to explore GÉANT’s use by research and education networks. The team plans and supervises the deployment of new systems and services, and establishes service policies and procedures. A more detailed description of DANTE is attached as Annex 2.

DANTE partners that are directly represented in the EGI Council are:

- ARNES (Slovenia)
- CESNET (Czech Republic)
- GRNET (Greece)
- JISC/JANET (UK)
- RESTENA (Luxembourg)
- SWITCH (Switzerland)

DANTE partners that are indirectly represented in the EGI Council through the NGI representatives are:

- Consortium GARR (Italy)
- DFN (Germany)
- NORDUnet (Denmark)



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ARTICLE 1: PURPOSE

The purpose of this Memorandum of Understanding (MoU) is to define a framework of collaboration between EGI.eu and DANTE (hereafter also referred to as “the Party” or the “Parties”) for delivering the activities outlined within the Joint Work Plan (Article 3). The Parties recognise, by this MoU, the opening of a wider and longer-term cooperation in activities, which will bring visible benefits to everyone involved.

ARTICLE 2: DEFINITIONS

For the purpose of this MoU, the following definitions are relevant:

- The terms defined in the EGI glossary (<http://go.egi.eu/glossary>)
- The terms defined in the DANTE glossary (<http://www.dante.net/server/show/nav.13>)

ARTICLE 3: JOINT WORK PLAN

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

- Exchange information related to long-term strategy, sustainability and business models
- Investigate common strategies and synergies in the area of cloud computing
- Increase awareness of the DANTE service offer within the EGI community, and of the EGI service offer within the GEANT/NRENs community
- Establish a support service on network performance, and network monitoring and troubleshooting based on perfSONAR Multi-Domain Monitoring (perfSONAR MDM) for EGI users
- Enable EGI to obtain user requirements from the GEANT/NRENs communities, and vice versa, DANTE to obtain user requirements from the EGI community
- Establish communication channels and processes to pass requirements or support requests from one party to the other
- Establish joint dissemination activities to increase awareness and promote the results of the collaboration

The specific activities to be carried out in the framework of the collaboration are:

WP1 - Information Exchange

Parties Involved: EGI.eu Strategy and Policy Manager ([Sergio Andreozzi](#)); DANTE Chief Business Development Officer (John Chevers)

Description of work: this work package focuses on the exchange of strategic information to enable a closer cooperation and synergies between the EGI and DANTE communities. The related activities aim to: exchange of information relating to long-term strategy, sustainability and business models; increase awareness within the EGI community of the DANTE service offer; increase the awareness within the DANTE/NRENs communities of the EGI services offer and investigate synergies in cloud related activities. Finally, this work package will contribute to establish channels and processes to enable EGI to receive requirements from the networking community and, reciprocally, to enable DANTE to receive requirements from the EGI community.



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Expected outcome:

- A1.1 (31/01/2013) – Share the DANTE service portfolio and communication channels for services relevant to EGI (should feed into A.3, Leader John Chevers, DANTE)
- A1.2 (31/01/2013) – Share the EGI service portfolio and communication channels for services relevant to DANTE (Leader S. Andreozzi, EGI.eu)
- A1.3 (28/02/2013) - Share current sustainability and/or strategy reports (Leader S. Andreozzi, EGI.eu)
- A1.4 (28/02/2013): Investigate opportunity for synergies in cloud related activities (Leader S. Andreozzi, EGI.eu)
- A1.5 (28/02/2013) - Define official communication channels and tools for requirements gathering from EGI to DANTE and vice versa (Leader, John Chevers, DANTE)

WP2 – Support Services

Parties Involved: EGI.eu Chief Operations Officer (Tiziana Ferrari); DANTE Head of Product Management (Toby Young)

Description of work: the goal of this work package is to investigate the implementation of a service provided by DANTE through its partners to support EGI users in the following areas: 1) Network performance; 2) Network monitoring and troubleshooting through perfSONAR Multi-Domain Monitoring (perfSONAR MDM); 3) provisioning of EGI technical services on IPv6.

Expected outcome:

- A2.1 (28/02/2013) – Investigation of tools, processes and resources necessary to enable support to EGI users through the EGI helpdesk. This includes the analysis of extensions needed in the support tools and the related processes (Leader Tiziana Ferrari, EGI.eu)
- A2.2 (30/04/2013) – Implementation plan of the network support service including the definition of the related service levels and targets. (Leader: Guenter Grein, KIT on behalf of EGI.eu).
This outcome depends on a positive result of the assessment work carried out in A2.1. Performance of support activities provided through the EGI helpdesk are to be reviewed annually to feed activity A3.2 and A3.4.

WP3 – Communications

Parties Involved: EGI.eu Deputy Director (Catherine Gater); DANTE Head of Communications (Melanie Pankhurst)

Description of work: Prepare report and messages related to the progress and results of the collaboration.

Expected outcome:

- A3.1 (31/01/2013) - Advertise the start of the collaboration in each party's website with a dedicated page and news article (Leader, Communications Manager, Paul Maurice, DANTE)
- A3.2 (30/09/2013, yearly) - Annual summary of the visibility/publications regarding the progress and/or results of the collaboration (e.g. presentation at EGI and DANTE events, joint press release/article, contribution to project annual reports) is documented (Leader, Communications Manager, Paul Maurice, DANTE)
- A3.3 (yearly): Annual updates on long-term strategies planning and execution, review of strategic themes between EGI and DANTE (Leader S. Andreozzi)
- A3.4 (yearly): Annual meeting or workshop to discuss strategic themes related to the collaboration between EGI and DANTE (e.g. at events such as the TERENA Networking Conference; EGI Community/Technical Forums) (Leader: Sandy Yatteau, DANTE)



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The EGI.eu Strategy and Policy Team (SPT) will coordinate the periodic review of the progress of the activities defined in the table above, follow-up the milestones and distribute reports to both Parties. Special meetings between the points of contact designated under 4 (Communication) shall be held, as often as necessary, to examine the progress in the implementing of this Agreement.

ARTICLE 4: COMMUNICATION

The Parties shall keep each other informed on all their respective activities and on their progress and shall consult regularly on areas offering potential for cooperation.

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 shall be responsible for monitoring the implementation of this MoU and for taking measures to assist in the further development of cooperative activities. Such points of contact shall be the ordinary channel for the Parties' communication of proposals for cooperation.

The primary point of contact for each Party is:

EGI.eu: Sergio Andreozzi (sergio.andreozzi@egi.eu)

DANTE: Sandy Yatteau (sandy.yatteau@dante.net)

Questions of principle or problems that cannot be solved at primary contact level are escalated to the EGI.eu Director and the DANTE Director.

ARTICLE 5: RIGHTS AND RESPONSIBILITIES

The procedure is set out in Annex 3.

ARTICLE 6: 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 (subject to availability).

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.

In order to reduce the impact on travel costs, face-to-face meetings should be co-located with other events where participants are likely to attend. Meeting via teleconferences should be considered when the nature of the discussion does not strictly require a face-to-face presence.

ARTICLE 7: 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.



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ARTICLE 8: 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 9: 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 8: Amendments.

ARTICLE 10: LANGUAGE

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

ARTICLE 11: 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

Niels Hersoug
DANTE Director

8 / 1 / 2013

Date

Dec 18 2012

Date



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Annex 1 – EGI.eu 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 objective of EGI.eu (a non-for-profit foundation established under Dutch law) is to coordinate and manage the European Grid Infrastructure (EGI) federation on behalf of its members: National Grid Initiatives (NGIs) and European International Research Organisations (EIROs) to help guarantee the long-term availability of a generic e-Infrastructure for all European research communities and their international collaborators.

Services provided by EGI.eu to the wider EGI community:

- Oversee the operations of EGI to guarantee the integration of resources from providers around Europe into a seamless and secure e-Infrastructure.
- Coordinate the support provided to EGI's user communities.
- Work with technology providers to source high-quality and innovative software solutions to answer users' requirements.
- Represent the EGI federation in the wider Distributed Computing Infrastructures (DCI) community through coordination and participation in collaborative projects.
- Coordinate the external services provided by partners in the community.
- Steer the evolution of EGI's policy and strategy development.
- Organise EGI's flagship events and publicise community's news and achievements.

The EGI.eu is supporting 'grids' of high-performance computing (HPC) and high-throughput computing (HTC) resources. EGI.eu is also 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 collects user requirements and provides support for the current and emerging user communities. Support is also 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 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, 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.

Further information (e.g. governance; services) can be found at: www.egi.eu/about/EGI.eu



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Annex 2 – DANTE Description

DANTE (Delivery of Advanced Network Technology to Europe) was established in 1993 in Cambridge, UK since which it has since played a pivotal role in four consecutive generations of pan-European research network: EuropaNET, TEN-34, TEN-155 and now GÉANT. It is a limited liability company and a “Not for Profit” organisation. DANTE's purpose is to plan, build and operate pan-European research networks. It was set up, and is owned, by a group of National Research and Education Networks (NRENs) and has a strong track record of achievement in pan-European research networking, its concentration of expertise in particular relating to networking technology and operations. DANTE is also involved with a number of technical Task Forces that are concerned with developing, testing and experimenting with new technologies and services that relate to research networking.

The European NRENs need an efficient and cost-effective vehicle to co-ordinate pan-European research networking on their behalf, and to ensure that project results are delivered on time, within budget and with high levels of reliability. DANTE was created by 11 of Europe's NRENs to do this. Its activities typically include project management, data communications infrastructure development, project feasibility assessment, procurement exercises, network technology research, network service development and provision and information dissemination and customer support. In the case of pan-European research networking projects, the NRENs and DANTE are the project partners, and DANTE acts as the managing partner of the project.

DANTE serves as a secretariat, undertaking management and coordination functions on behalf of the other project partners, as well as taking responsibility for building and managing the network itself. This organisational model has proven to be a very successful way of operating research networking on a "continental" level and is beginning to be emulated by other world regions, which are adopting a similar model for their research networking requirements. DANTE is also involved in other EU-funded projects related to research networking, sometimes, but not always, as the managing partner.



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Annex 3 – Rights and Responsibilities

A. GENERAL

1. DANTE 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 Property Rights and which are eligible for statutory protection requiring an application or registration



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(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. The Parties 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 document with third parties. There is no obligation to disclose any similar activity to the other party. However, when considered of mutual benefit, both parties are encouraged to involve the other party in similar activities to the goal of disseminating the knowledge about EGI.eu.



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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.



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Annex 5 – Detailed Contact List

Role	EGI.eu	DANTE
Signing Authority	EGI.eu Director Steven Newhouse steven.newhouse@egi.eu	Managing Director Niels Hersoug niels.hersoug@dante.net
MoU Contact Point	Strategy and Policy Sergio Andreozzi sergio.andreozzi@egi.eu	Partner Relations Coordinator Sandy Yatteau sandy.yatteau@dante.net
Strategy and Policy (WP1)	Strategy and Policy Sergio Andreozzi sergio.andreozzi@egi.eu	Chief Business Development Officer John Chevers john.chevers@dante.net
Process Integration (WP2)	Chief Operations Officer Tiziana Ferrari tiziana.ferrari@egi.eu	Head of Product Development Toby Young toby.young@dante.net
Communications and Dissemination (WP3)	EGI.eu Dissemination Manager Catherine Gater catherine.gater@egi.eu	Communications Manager Melanie Pankhurst melanie.Pankhurst@dante.net

These contact points may be the same person. The EGI.eu Strategy and Policy Team (policy@egi.eu) is to be notified regarding any changes to the contact list.