



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



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



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## 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 is 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. The project will collect user requirements and provide support for the current and potential new user communities, for example the ESFRI projects. The project will also support 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.

A summary of EGI-InSPIRE is attached as Annex 1.

The ScalaLife project intends to build a cross-disciplinary Competence Centre for life science software that should evolve to a "one-stop-shop" for users and developers of Life Science software alike. The project has three main objectives:

1. Develop new hierarchical parallelization approaches explicitly based on ensemble and high-throughput computing for new multi-core and streaming/GPU architectures, and establish open software standards for data storage and exchange.
2. Implement, document, and maintain such techniques in pilot European open-source codes such as the widely used GROMACS & DALTON, a new application for ensemble simulation (DISCRETE), and large-scale bioinformatics protein annotation.
3. Create a Competence Centre for scalable life science software to strengthen Europe as a major software provider and to enable the community to exploit e-Infrastructures to their full extent. This Competence Network will provide training and support infrastructure, and establish a long-term framework for maintenance and optimization of life science codes.

A summary of ScalaLife is attached as Annex 2.

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

- KTH - Royal Institute of Technology (Sweden)
- BAdW-LRZ - Bayerische Akademie der Wissenschaften, Leibniz Supercomputing Centre (Germany)
- UOXF.E9 - Oxford e-Research Centre (United Kingdom)



## ARTICLE 1: PURPOSE

The purpose of this Memorandum of Understanding (MoU) is to define a framework of collaboration between EGI-InSPIRE and ScalaLife (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 statute<sup>1</sup>.

## ARTICLE 3: JOINT WORK PLAN

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

1. VRC integration
2. Dissemination

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



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The specific activities to be carried out within the framework of the collaboration are<sup>2</sup>:

**Activity: A.1 - VRC Integration**

**Parties Involved:** EGI-InSPIRE NA3 Manager (Stephen Brewer, EGI.eu); ScalaLife Technical Director (Rossen Apostolov, KTH)

**Description of work:**

This activity will explore the use of the ScalaLife Competence Center within the VRC model and define the mechanisms for interfacing with the currently established Life-Science Grid Computing (LSGC) VRC. This activity offers an important opportunity to have requirements coming from High Performance Computing for Life Sciences into EGI and, hence, influence the evolution of the infrastructure, support services, policies and procedures. It also provides an information and support channel for HPC aspects to the LSGC VRC and will allow members of the LSGC VRC to actively participate to the ScalaLife Competence Center. Finally, this activity will also provide ScalaLife a channel for contributing to the wider EGI community through the provision of training material, application details, documentation and presentations that can be made available to through the EGI User Support services (e.g. training marketplace).

**Expected outcomes:**

- ScalaLife 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 User Community Board at the user level). Information will feed into the VRC analysis.
- EGI-InSPIRE will provide the necessary support towards defining the potential benefits and related mechanisms around the VRC model.
- EGI-InSPIRE will provide the necessary support to interface the LSGC VRC with the ScalaLife Competence Center.
- ScalaLife will make available to EGI-InSPIRE training material, application details, documentation and presentations, either directly via ScalaLife's web portal or by depositing it in the EGI Training Marketplace or in the EGI Application Database provided by EGI-InSPIRE. Similarly, ScalaLife will feature relevant EGI training material in their Competence Center.
- Prioritised requirements from ScalaLife submitted on a periodic cycle to be agreed.
- All actions will be reported as part of the standard formal EGI-InSPIRE and/or ScalaLife deliverables. The other party will be invited to contribute to these reports.

**A.2 Dissemination**

**Parties Involved:** EGI-InSPIRE NA2.2 Task Leader (Catherine Gater, EGI.eu); ScalaLife WP2 manager (Mihai Duta, OeRC)

**Description of work:** The objective of this activity is to maximise the impact of both ScalaLife and EGI-InSPIRE through the efficient coordination of dissemination. This will involve establishing contact points for communication channels and publications, as well as sharing time constraints relating to both parties. ScalaLife 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

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



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page and article or press release.

- Events: Joint sessions at EGI-InSPIRE and ScalaLife events will be planned in order to disseminate the progress and results of the collaboration and/or co-locate with LSGC VRC where possible.
- Publications: Inform each party of any scientific/academic publications published/issued relating to the parties or activities within the MoU in the form of quarterly reports.
- Reporting: All actions will be written as part of the standard formal EGI-InSPIRE and/or ScalaLife deliverables. The other party will be invited to contribute to these reports.

**ARTICLE 4: TIMELINE**

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. 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.

<b>Date</b>	<b>Milestone</b>	<b>Achievement</b>
08/2011	M2.1	Both parties announce the agreement on their web sites.
09/2011	M1.1	ScalaLife provides EGI-InSPIRE with active or potential research communities that could become connected to EGI user communities working in the same discipline. EGI-InSPIRE provides ScalaLife with information on HPC related issues in their life science user communities.
10/2011	M1.2	First round of training material and applications made available on the EGI User Support Services and the ScalaLife Competence Center in the form of cross-links.
11/2011	M1.3	Initial list of requirements from the EGI Life Science community for ScalaLife.
12/2011	M1.4	Interfacing of ScalaLife with LSCG VRC or roadmap for interfacing. Requires a report analysing the VRC integration plans for or of ScalaLife.
03/2012	M2.2	Organise joint activity at EGI Community Forum 2012.
05/2012	M2.3	Summary of the main achievements, open issues and future plans related to the collaboration between ScalaLife and EGI-InSPIRE. The input must cover all of the activities that are defined in the Joint Work Plan section of the signed MoU.
10/2012	M1.2 (update)	Second round of training material and applications made available on the EGI User Support Services and the ScalaLife Competence Center.
As needed	M1.3 (update)	Updated and prioritised requirements for ScalaLife through VRC.
05/2013	M2.3 (update)	Final summary of the main achievements, open issues and future plans related to the collaboration between ScalaLife and EGI-InSPIRE. The input must cover all of the activities that are defined in the Joint Work Plan section of the signed MoU.

**ARTICLE 5: COMMUNICATION**



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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.<sup>3</sup>

The primary point of contact for each Party is:

EGI-InSPIRE: Sergio Andreozzi, Policy Development Manager, sergio.andreozzi@egi.eu  
ScalaLife: Erwin Laure, Project Director, erwinl@pdc.kth.se

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

## **ARTICLE 6: RIGHTS AND RESPONSIBILITIES**

The procedure is set out in Annex 3.

## **ARTICLE 7: 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 8: 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 9: AMENDMENTS**

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<sup>3</sup> For the full and detailed contact list see Annex 5.



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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 10: ANNEXES**

Annexes 1, 2, 3, 4 and 5 attached hereto have the same validity as this MoU and together constitute the entire understanding and rights and obligations covering the cooperation accepted by the Parties under this MoU. Annexes may be amended following the provisions of Article 9 (Amendments).

**ARTICLE 11: LANGUAGE**

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

**ARTICLE 12: 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-InSPIRE Director**

**Dr. Erwin Laure**  
**ScalaLife Project Director**

1/9/2011

**Date**

2011-09-01

**Date**



## 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 over 50 partners with representatives of 38 National Grid Initiatives (NGIs) and 2 European International Research Organisation (EIROs) in geographical Europe, and 9 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

## Annex 2 ScalaLife - Description

The ScalaLife project intends to build a cross-disciplinary Competence Centre for life science software that should evolve to a "one-stop-shop" for users and developers of Life Science software alike.

### Objectives

1. We will develop new hierarchical parallelization approaches explicitly based on ensemble and high-throughput computing for new multi-core and streaming/GPU architectures, and establish open software standards for data storage and exchange.
2. We will implement, document, and maintain such techniques in pilot European open-source codes such as the widely used GROMACS & DALTON, a new application for ensemble simulation (DISCRETE), and large-scale bioinformatics protein annotation.
3. We will create a Competence Centre for scalable life science software to strengthen Europe as a major software provider and to enable the community to exploit e-Infrastructures to their full extent. This Competence Network will provide training and support infrastructure, and establish a long-term framework for maintenance and optimization of life science codes.

### Action plan

The goals of the project will be achieved by:

- Analysing the properties of the pilot applications and develop scalable techniques
- Optimise the interfaces and data formats used for life science applications
- Integrating the new concepts into the pilot applications, maintaining, and releasing them
- Validating the results by analysing their impact on end applications running on European e-Infrastructures
- Widely disseminating the results and train members of the European life science software communities, and
- Collecting and making widely available the knowledge and best practices developed by the project to the community and providing expert services

### Networking activities

The networking activities are designed to ensure the management of the project and its consortium, provide appropriate dissemination of ScalaLife's goals and achievements throughout the course of the project, ensuring the project has appropriate impact on the life science software community and fostering a collaborative spirit among so far disconnected activities in the community; and provide an effective training service to foster the exploitation of scalability techniques, interfaces and data formats developed by the project in the life science software community and to increase the uptake and usage efficiency of the software packages improved by the project. The networking activities also play an important role in identifying potential target communities for the competence centre through outreach, training, and general web presence.

### Service activities

The service activities in ScalaLife are aimed to offer an integrated service to the life science software community providing software integration and maintenance, application validation, and the life science competence centre, which is in the centre of the project. We will maintain world leading life science software packages and integrate new scalability techniques as well as interfaces and data format producing deployable releases of the software packages. We will offer these packages on European e-Infrastructures and validate them with real application cases. The Life Science Software Competence Centre will act as "one-stop-shop" for groups seeking advice and help with life science software through providing documentation, best practices, and expert advise.



### **Joint Research activities**

We will explore scalability techniques for life science software starting with the pilot applications and will develop and push standards for handling both storage and exchange of the ever-increasing amount of simulation data in life science. In the context of ScalaLife, an incremental route for existing applications will be formulated. We will also investigate the usage of ensemble computing techniques to overcome the scaling limitations inherent in some applications and investigate the usage of acceleration technologies. We will help to establish the standards in the field and act as a driving force to avoid humans to be the rate limiting step in modelling/bioinformatics projects.

### **User communities**

Apart from the three pilot applications, ScalaLife will interface to the Life Science Software community through the life science software competence centre. The centre will be distributed to make best use of the different competences available with the partners involved in the centre and to provide a good geographic coverage over Europe. The competence centre will be the key vehicle to ensure the project results will be taken up widely by the life science software community and by working with different groups help overcoming the fragmentation of knowledge in this field. Communities receiving expert support will be selected on their expected impact to the European Life Science community judged using factors like user base, geographic spread, potential for improvement etc.

### **International aspects**

The ScalaLife Consortium brings together top research centres and institutes from around EU27 and a focused SME on application acceleration. The consortium is balanced among technology providers, resource providers, application developers, and life science researchers. Strong links with European e-Infrastructures provided by DEISA/PRACE and EGI will be established to ensure the project's impact on e-Infrastructures. Apart from the life science researchers represented in the consortium the partners have excellent links to other life science research groups from Europe and overseas which will facilitate the planned expansion of the project's scope in the second half of the project.

ScalaLife has the following member sites:

- SYN - Synective Labs (Sweden)
- UOXF.E9 - Oxford e-Research Centre (United Kingdom)
- BAdW-LRZ - Bayerische Akademie der Wissenschaften, Leibniz Supercomputing Centre (Germany)
- BSC - Barcelona Supercomputing Center (Spain)
- IRB - Institute for Research in BioMedicine (Spain)
- KTH - Royal Institute of Technology (Coordinator, Sweden)



## Annex 3 Rights and Responsibilities

### A. GENERAL

1. ScalaLife 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 (herein referred to as “Joint Invention”), the Parties shall agree on which Party will carry out any



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filling 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 ScalaLife 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.



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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 Full and Detailed Contact List

<b>Role</b>	<b>EGI-InSPIRE</b>	<b>VRC</b>
Coordinator	Director of EGI-InSPIRE (Steven Newhouse)	ScalaLife Project Director (Erwin Laure)
Policy	Policy Manager - NA2.3 (Sergio Andreozzi)	ScalaLife Project Manager (Lilit Axner)
User support and training	User Community Manager - NA3 (Steve Brewer)	ScalaLife WP2 Manager (Mihai Duta)
Operational issues (Grid related, operation, security)	Operations Manager - SA1 (Tiziana Ferrari)	ScalaLife Technical Director (Rossen Apostolov)
Technical Coordination	Technical Contact – SA2 (Michel Drescher)	ScalaLife Technical Director (Rossen Apostolov)
Dissemination	Dissemination Manager – NA2.2 (Catherine Gater)	ScalaLife WP2 Manager (Mihai Duta)

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 ScalaLife will make sure to keep EGI-InSPIRE Policy Development Team ([policy@egi.eu](mailto:policy@egi.eu)) updated with any changes to the contact list.