

## Memorandum of Understanding

between

### EMI and e-ScienceTalk

#### **1. Purpose of this MoU**

The European Middleware Initiative (EMI) project<sup>1</sup> (contract no. 261611, [www.eu-emi.eu](http://www.eu-emi.eu)) is a close collaboration of the four major European middleware providers, ARC, dCache, gLite and UNICORE. It plans to deliver a consolidated set of middleware components for deployment in EGI, PRACE and other DCIs. The EMI project will make the realization of this vision possible by addressing and solving a number of problems that today still prevent users from easily accessing and using the existing computing infrastructures:

- Usability will be enhanced by removing redundancy and consolidating the services, simplifying the security management without compromising its strength, adding integrated support for high level gateways and portals and transparently making use of virtualization to increase resource availability and management.
- Compatibility will be improved by removing proprietary interfaces in the middleware services and ensuring true interoperability through the adoption of agreed community standards.
- Manageability will be improved by providing standard service configuration, monitoring and instrumentation interfaces and making accounting and other operational information more readily accessible.
- Interoperability between grids, supercomputers and emerging computing models like clouds and desktop grids will be extended to address scalability and accessibility requirements.
- Sustainability will be improved by establishing collaboration programs with commercial companies, adopting off-the-shelf components to reduce maintenance costs and to facilitate easier adoption by wider user communities. The definition together with the resource providers of measurable Service Level Agreements will provide the base for establishing more standard service provision business models.

The e-ScienceTalk project<sup>2</sup> (contract no. 260733, [www.e-sciencetalk.eu](http://www.e-sciencetalk.eu)) aims to:

- e-ScienceTalk will build on the achievements of the GridTalk project in bringing the success stories of Europe's e-Infrastructure to policy makers in government and business, to the scientific community and to the general public.
- e-ScienceTalk will work with EGI-InSPIRE and other collaborating projects to expand the scope of the existing GridTalk outputs, and to report on the interactions of grids with e-Infrastructures such as cloud computing and supercomputing.
- The project will explore options for the sustainability of e-ScienceTalk's products.
- e-ScienceTalk will produce a series of reports aimed at policy makers to disseminate key policy issues underpinning grid and e-Infrastructure development in Europe. The project will also coordinate e-concertation activities.

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<sup>1</sup> EMI fact sheet: [URL](#)

<sup>2</sup> eScienceTalk fact sheet: [URL](#)

- The GridCafé, GridCast and GridGuide suite of websites will cover new topics and explore novel web technologies; they will integrate closely with GridPP's Real Time Monitor, combining live views of grid activity with the human aspects of computing.
- The growing weekly publication, International Science Grid This Week (iSGTW) will bring news and events to the existing and potential e-Science community.

Both projects receive funding support from the European Commission in the context of its Seventh Framework Programme and have a common interest in a close cooperation in order to achieve their respective objectives.

This Memorandum of Understanding (MoU) specifies the way in which such cooperation will be undertaken.

## **2. Common Activities**

Activities which will be undertaken in common by the two projects are listed in Annex 1 to this MoU. The projects may from time to time wish to add other activities to the MoU. In such case the new activities to be added will be agreed in writing by the respective project managements, and be defined by an amendment of this MoU, simply adding a new Annex 1.

## **3. Communication**

The EMI project director and e-ScienceTalk project coordinator will maintain regular contact to discuss any managerial matters related to the cooperation described in this MoU. Each project will appoint one Principal Point of Contact to act as the primary technical channel of communication between the projects as is necessary for the promotion of effective cooperation between the projects. The contact points will be Catherine Gater (e-ScienceTalk) and Florida Estrella (EMI).

## **4. Administrative Matters**

Each Project will maintain full responsibility for its own activities, including the fulfilment of its obligations under its contract with the European Commission and provides no warranty, express or implied, in respect of its contribution to any activity agreed by the projects under this MoU, including but not limited to those of fitness for a particular purpose and the infringement of third-party proprietary rights.

Any proprietary rights relating to the results of activities undertaken by the projects under this MoU are covered by Annex 2: Rights and responsibilities.

This Agreement will terminate when either of the projects is complete, or when either project gives notice of termination to the other, in which case a minimum notice of three months will be given.

Signed on behalf of EMI  
by:

Name: Alberto Di Meglio (project director)

Signature: .....

Date: .....

Signed on behalf of e-ScienceTalk  
by:

Name: Catherine Gater (project coordinator)

Signature: .....

Date: .....

## **Annex 1 – Coordinated Activities**

### **Training and Advanced knowledge dissemination**

e-ScienceTalk and EMI will work together in the following areas:

- Disseminating new applications of relevance through the e-ScienceTalk dissemination channels, such as the GridCafé, GridCast, iSGTW and GridGuide;
- Disseminating the outputs of EMI in e-ScienceTalk publications;
- Raising the awareness of other potential users and decision makers, through the presentation of the results of EMI, about the usefulness of e-Infrastructures for e-Science.
- Featuring information about the projects on each other's websites and dissemination materials where appropriate;
- Announcing each other's events on websites and in publications where appropriate;
- The e-ScienceTalk Gridcast media team will extend its services to the EMI dissemination team, whenever feasible.
- EMI will provide content and information about the project and applications of relevance to their community to e-ScienceTalk publications such as iSGTW and the policy documents, the GridBriefings;
- EMI will promote e-ScienceTalk's products to its communities and contacts, for example by offering registrants to events the opportunity to subscribe to iSGTW.
- EMI will offer e-ScienceTalk the opportunity to act as media sponsors for events that it organises, including adding the e-ScienceTalk logos and links to e-ScienceTalk products to the event website, in return for promotional activities for the event.

## **Annex 2 – Rights and responsibilities**

1. 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.
2. The Parties are not prevented by this MoU from cooperating with other projects performing similar activities to those described in this MoU.
3. 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.
4. Each Party shall remain full 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.
5. 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.
6. "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.
7. 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. 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.
8. 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 made be made prior to the filing of a priority application.
9. Each Party shall be solely responsible for any personnel hired to carry out work under this MoU.
10. The Parties may disclose to each other information which 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, during as well as after termination of this MoU. Disclosed Confidential Information shall only be used for the activities detailed in the Workplan of this MoU.

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.

11. In the event that this MoU is terminated the Parties retain the right to use data and results that were shared prior to termination of this MoU, under the provisions detailed herein. The projects are not entitled to use any such information (including knowledge and know how) which has come to their attention pursuant to the termination of this MoU.
12. 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.