



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



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## Memorandum of Understanding between EGI-InSPIRE and SIENA



### BACKGROUND

The “Integrated Sustainable Pan-European Infrastructure for Researchers in Europe” project (hereafter referred to as “EGI-InSPIRE”) supports the transition from a project-based system to a sustainable pan-European e-Infrastructure, by supporting ‘grids’ of High-Performance Computing (HPC) and High-Throughput Computing (HTC) resources. EGI-InSPIRE, supported by EGI.eu, the central organization that provides a coordinating hub for European DCIs and will also be ideally placed to integrate new Distributed Computing Infrastructures (DCIs) such as clouds, supercomputing networks and desktop grids, to benefit the user communities within the European Research Area (ERA). A detailed summary of EGI-InSPIRE is attached as Annex 1.

SIENA, the Standards and Interoperability for e-Infrastructure Implementation Initiative (2010-2012), is a Support Action (CSA-SA of the INFRA-2010-3.3: Coordination Actions, conferences and studies supporting policy development, including international cooperation for e-Infrastructures. SIENA will contribute to defining a future e-Infrastructures roadmap focusing on interoperability and standards, in close collaboration with the European Commission, Distributed Computing Infrastructures (DCI) projects and Standard Development Organisations (SDOs) to gain an in-depth understanding of how distributed computing technology is being developed in this context. The roadmap will define scenarios, identify trends, investigate the innovation and impact sparked by cloud and grid computing, and deliver insight into how standards and the policy framework is defining and shaping current and future development and deployment in Europe and globally. A detailed summary of SIENA is attached as Annex 2.

Institutions common to both projects are:

- INFN (Italy)



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## ARTICLE 1: PURPOSE

The purpose of this Memorandum of Understanding (MoU) is to define a framework of collaboration between EGI-InSPIRE and SIENA (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: JOINT WORK PLAN

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

1. Disseminate the results of this collaboration within the remit of each project’s dissemination and communication activities such as joint events.
2. Increase visibility of project objectives and community results through leveraging a large network of communities within the standards arena.
3. Highlight the exchange ideas and collaboration on common goals through participation in project expert groups and roadmaps.

The specific activities to be carried out in the framework of the collaboration are<sup>1</sup>:

### A.1 Dissemination

**Parties Involved:** EGI-InSPIRE NA2.2 (Catherine Gater, EGI.eu); SIENA T3.2 (James Ahtes, ATOS)

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

#### Expected outcome:

- Launch: Advertise the start of the collaboration in each Party’s website with a dedicated static page and article, news item and/or press releases (within 1 month).
- Events: Joint sessions at EGI-InSPIRE and SIENA events will be planned in order to disseminate the progress and results of the collaboration. EGI-InSPIRE has participated and will participate in future SIENA events (e.g. Cloudscape).
- Communication and Publications: SIENA will be invited to contribute to EGI-InSPIRE’s promotional materials and publications to reflect the collaboration between the two parties and vice versa. The parties are to inform each other of any scientific/academic publications published. This bi-directional communication will ensure that each party is being accurately represented by the other.
- Reporting: Work carried out is to be specifically documented in a brief annual report.

### A.2 Standards and Interoperability

**Parties Involved:** EGI-InSPIRE NA2.3 (Sergio Andreozzi, EGI.eu); SIENA Task 2.1 (Daniele Lezzi, BSC)

<sup>1</sup> Party leading the activity is underlined.



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**Description of work:** Contribute, steer and advance high-priority standards as identified in the EGI Standards Roadmap (EGI-InSPIRE Deliverable D2.12). SIENA to support the development of the EGI.eu led and OGF ratified set of cloud profiles as developed through the collaboration of the EGI virtualisation task force and the OGF DCI Federation Working group. Information collected will contribute to the SIENA Roadmap.

**Expected outcome:**

- Input from EGI to the SIENA European Roadmap on Grids and Cloud Standards for e-Science and Beyond.
- Input from SIENA to the development of the Cloud Standards Profile efforts.

**A.3 SIENA Roadmap and Expert Groups**

**Parties Involved:** EGI-InSPIRE NA1 and SA2 (Steven Newhouse and Michel Drescher, EGI.eu); SIENA Task 3.1 (Nicholas Ferguson, OGF.eeig)

**Description of work:** As part of SIENA’s international outreach programme and its aim to engage major stakeholders to forge community agreements on best practices and standards for distributed computing, the project has formalised and structured these activities through the set up a variety of experts groups. Experts from EGI-InSPIRE were invited as members for two of the SIENA expert groups: the Special Liaison Group (SLG) of which EGI.eu and EGI-InSPIRE Project Director Steven Newhouse is an active member and the Roadmap Editorial Board (REB) where both Steven and Michel Drescher, EGI.eu Technical Manager are members. This activity is to highlight the previous, ongoing and future work within these groups. Further information regarding the expert groups can be found at: <http://www.sienainitiative.eu/StaticPage/Experts.aspx>

**Expected outcome:**

- Attendance/Participation in monthly REB conference calls. Activities carried out feed into the contribution towards the SIENA roadmap defined in M3.1 and M3.2.
- Attendance/Participation in periodic SLG conference calls, which includes potential actions.
- Attendance/Participation at SIENA Roadmapping event at EGI Technical Forum – 21 September 2011.
- Attendance/Participation at SIENA Cloudscape IV event – February/March 2012.
- EGI-InSPIRE to continue to provide contribution and feedback to SIENA roadmap iterations.

**ARTICLE 3: TIMELINE AND REPORTING**

The EGI-InSPIRE NA2.3 Policy Development Team (PDT) will coordinate the periodic review of the progress of the activities defined in Article 2 (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 4 (Communication) shall be held, as often as necessary, to examine the progress in the implementing of this Agreement.

Date	Milestone	Additional Information
09/2011	M1.1	Published announcement regarding the signed MoU and a section providing an overview of the collaboration on each other’s website.
09/2011	M3.1	SIENA holds Roadmapping workshop at EGI Technical Forum 2011.
11/2011	M2.1	EGI-InSPIRE provides contribution to development of the SIENA cloud standards profile.
02/2012	M3.2	EGI-InSPIRE provides contribution and feedback to future iterations of the SIENA European Roadmap on Grid and Cloud Standards for e-Science and Beyond.



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03/2012	M1.3	EGI-InSPIRE members participate in Cloudscape IV.
03/2012	M1.4	SIENA organises a session at EGI Community Forum 2012.
04/2012	M2.2	SIENA provides a set of recommendations, input and feedback for the next iteration of the EGI Standards Roadmap.
04/2012	M1.5	Brief report highlighting the major activities undertaken.

**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 2 (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-InSPIRE: Sergio Andreozzi (sergio.andreozzi@egi.eu; policy@egi.eu)

SIENA: Nicholas Ferguson (n.ferguson@trust-itsservices.com; contact@sienainitiative.eu)

Questions of principle or problems that cannot be solved at primary contact level are escalated to the EGI-InSPIRE Project Director and the SIENA Technical Coordinator.

**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.

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.



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**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 2 (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 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 and 4 attached hereto have the same validity as this MoU and together constitute the entire understanding and rights and obligations covering the cooperation accepted by the Parties under this MoU. Annexes may be amended following the provisions of Article 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-InSPIRE Director

\_\_\_\_\_  
Silvana Muscella  
SIENA Technical Coordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





## Memorandum of Understanding between EGI-InSPIRE and SIENA



### 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 more than 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**

**Website: [www.egi.eu](http://www.egi.eu)**



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### Annex 2 SIENA Description

SIENA, the Standards and Interoperability for e-Infrastructure Implementation Initiative (2010- 2012), will contribute to defining a future e-Infrastructures roadmap focusing on interoperability and standards, in close collaboration with the European Commission, Distributed Computing Infrastructures (DCI) projects and Standard Development Organisations (SDOs) to gain an in-depth understanding of how distributed computing technology is being developed in this context. The roadmap will define scenarios, identify trends, investigate the innovation and impact sparked by cloud and grid computing, and deliver insight into how standards and the policy framework is defining and shaping current and future development and deployment in Europe and globally.

SIENA continues the commitment made through the OGF-Europe project [2008-2010] while expanding co-ordination for the adoption and evolution of interoperable Distributed Computing Infrastructures across related Standard Development Organisations through the reinforcement of the Open Standards message. SIENA is aligned with the recommendation of the e-IRG Roadmap 2010 to improve the interoperability of e-Infrastructure components by pursuing global standardisation efforts to ensure long-term interoperability of different implementation technologies used for providing e-Infrastructure services.

### Objectives

The main strategic objective of SIENA is to accelerate and co-ordinate the adoption and evolution of interoperable DCIs through engagement with other SDOs and major stakeholders to forge community agreements on best practices and standards for distributed computing.

Specifically, SIENA seeks to:

1. Drive forward the development and adoption of interoperability and standards for e-Infrastructure implementation in relation to the European DCI community.
2. Develop the future research infrastructure scenario through roadmapping exercises in line with requirements from both academia and industry, connecting into relevant SDOs to drive forward the production of relevant standards and best practices.
3. Support, plan and organise a series of outreach events comprising two roadmap workshops in Europe and two Cloudscape events.

The main output of the project will be the SIENA European Roadmap on Grid and Cloud standards for e-Science and Beyond through close liaison with the EC.

### Action plan

The development and adoption of grid, cloud and DCI standards is entering a critical phase, especially in the last few years. While the grid concept has been essentially developed to support the federation of HPC resources, the cloud concept is being brought about as a way to support the dynamic provisioning of computation, storage and communications with clear, attractive business models. The marketplace in the future should realise massive economies of scale, while providing on-demand resources in support of industry, engineering, science, and government.

SIENA addresses the challenges facing this evolving landscape by engaging with major stakeholders and communities encompassing synergies with European initiatives, such as the Distributed Computing Infrastructure area and pertinent European and national projects, addressing the important question on how Europe, which has invested considerably on building grid infrastructures already, such as EGEE and DEISA initiatives, can manifest, through a strategic outreach programme for how clouds can effectively build on the current grid-infrastructure base.



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Two key initiatives to ensure relevant information acquired is through strategically organised roadmap events offering an important platform for knowledge exchange on current developments, associated challenges and challenges ahead and deliver and support high-profile Cloudscape events. All actions are complimented by three external international experts groups: the “Industry Expert Group”, ensuring that SIENA’s agenda is consistent with business needs and strategies across Europe, the “Special Liaison Group”, bringing to the table key experts from strategic areas, ensuring wide geographical scope with representatives from Europe, Japan and the Asia Pacific and the “Roadmap Editorial Board” composed of DCI project & SDO representatives, independently chaired, will play a valuable editorial role in the writing of the SIENA Roadmap ensuring that the content is aligned with EC, European and National Initiatives.

### **Coordination and/or support activities**

SIENA supports the coordination between national and pan-European e-Infrastructure initiatives such as policy-oriented groups or groups bringing together public authorities and policy makers. SIENA interacts with European enterprises to understand best practices on how industry is addressing standards and interoperability issues. Support actions concentrate on the dissemination of information and results from the e-Infrastructure programme and related projects, which is achieved through connecting relevant e-Infrastructure user groups to share best practices through engaging DCI projects who are actively involved with many user communities. SIENA builds on current media partnerships and synergies for targeted communication via promotional material and outreach. SIENA drives forward the development and adoption of Interoperability and Standards for e-Infrastructure through close collaboration with standards initiatives such as OGF, OASIS and DMTF.

### **User communities**

Distributed computing and in particular the shift towards Cloud Computing represents another major opportunity for innovation with changes affecting the way that users acquire and consume compute, storage and network resources. To facilitate this, standards work must proceed more rapidly to seize the moment and provide a rallying point for e-Science, e-Research, Academia and Industry, providing a more open path for standards to follow and meet end users best interests.

SIENA builds on established synergies between OGF, OGF-Europe and several SDOs to ensure Europe has a strong, collective voice in the current and evolving landscape for standards and interoperability. Strategic alliances accelerates the adoption of open standards in enterprise and e-Research, reinforcing core messaging around the advantages of such an approach both at EU level and globally, achieving economies of scale and fostering co-operation across the board. SIENA communities focus on a wide range of sectors covered extensively throughout OGF-Europe, DCI projects and standards bodies working on both grid and cloud computing.

### **Project participants**

BSC (ES); OGF.eeig (UK); UOXF.E9 (UK); ATOS (ES); INFN (IT); LMU (DE)

**Start date: 01/06/2010**

**Duration: 24 months**

**Total budget: 520.975€**

**Funding from the EC: 410.000 €**

**Total funded effort in person-months: 53**

**Web site: [www.sienainitiative.eu](http://www.sienainitiative.eu)**



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**Annex 3 Rights and Responsibilities**

**A. GENERAL**

1. SIENA 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 (IPR) generated by a Party under this MoU shall be the property of that Party who shall be free to protect, transfer and use such IPR 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-InSPIRE and SIENA 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. This MoU does not prevent Parties 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-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.