



**Memorandum of Understanding
between
EGL.eu and BCC**



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Resource Infrastructure Provider MoU



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Background

The Stichting European Grid Initiative Foundation (hereafter referred to as “EGI.eu”) has been created under the Dutch law with the mission to create and maintain a pan-European Grid Infrastructure in collaboration with its Participants i.e. the National Grid Initiatives (NGIs) and Associated participants (e.g. European International Research Organisations - EIROs) in order to guarantee the long-term availability of a generic e-infrastructure for all European research communities and their international collaborators. In its role of coordinating grid activities between European NGIs, EGI.eu will: 1) operate a secure integrated production grid infrastructure that seamlessly federates resources from providers around Europe; 2) coordinate the support of the research communities using the European infrastructure coordinated by EGI.eu; 3) work with software providers within Europe and worldwide to provide high-quality innovative software solutions that deliver the capability required by our user communities; 4) ensure the development of EGI.eu through the coordination and participation in collaborative research projects that bring innovation to European Distributed Computing Infrastructures (DCIs). A summary of EGI.eu is attached as Annex 1.

Basic Coordination Centre (hereafter BCC) performs functions of National Operations Centre (Resource infrastructure Provider) of grid resources at the technical and operational level of the Ukrainian National Grid project (hereafter UNG). The Coordinating Committee of the Ukraine State Program on establishing and maintaining a permanent grid-infrastructure (hereafter - the Project) provides BCC with power to represent the interests of UNG on an international level. BCC, according to the Laws of Ukraine, has the legal right to sign the agreements under a power of attorney from the Bogolyubov Institute for Theoretical Physics of the National Academy of Sciences of Ukraine, that is a core institution of the Project. Ukrainian National Grid project focuses on two inter-related goals:

- Implementing a long-term sustainability model rooted on the concept of National Grid Initiatives (NGI);
- Supporting Virtual Research Communities (VRC) with the suited e-Infrastructure and Application-related Services required for their research.

A Summary of UNG, BITP and BCC are attached as Annex 2.

Article 1: Purpose

The purpose of this Memorandum of Understanding¹ (MoU) is to define a framework of collaboration between EGI.eu and BCC (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 that will bring visible benefits.

¹ <https://documents.egi.eu/document/88>



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Article 2: Definitions

For the purpose of this MoU:

1. The **Resource Infrastructure Provider** represents a federation of Institutions willing to integrate resources with the EGI Resource Infrastructure via a set of Resource Centres. The Resource Infrastructure Provider is formally delegated to represent the respective Institutions in the relevant EGI policy groups². The Resource Infrastructure Provider is a legal organization with a sustainable structure that has the capacity to sign a MoU with EGI.eu. It is responsible of establishing, managing and of operating directly or indirectly the operational services to an agreed level of quality. It holds the responsibility of integrating them in the EGI Resource Infrastructure to enable uniform resource access and sharing for the benefit of their consuming end-users. The Resource Infrastructure Provider is willing to subscribe and enforce EGI policies and procedures³ within the restrictions of local laws and local Resource Centre autonomy, and the Operational Level Agreements (OLAs)⁴ defined in the framework of this document. The Resource Infrastructure Provider has a mandate to represent the Resource Centres in the Operations Management Board – see below – to bring there their operational requirements, and contributes to the discussion of standards, policies, procedures and roadmaps through the relevant EGI policy groups. The Resource Infrastructure Provider is responsible for appointing one *Operations Manager* who represents the Resource Infrastructure Provider within the OMB⁵.
2. **Virtual Research Community (VRC)** is defined as a group of large-scale research collaborations, or a number of separate VOs grouped according to research domain or computational technique. The group shares information and experience in achieving their goals through the usage of an e-Infrastructure (e.g., best practices, applications, training material).
3. **Operations Management Board (OMB)**. The OMB is the operations body that develops strategy and technical priorities concerning the deployment and operation of the production infrastructure, oversees the status and progress of the global EGI operational services and of the Operations Centre services⁶.
4. **Security Policy Group (SPG)** is the policy body that aims to provide policies that define the expected behavior of NGIs, Resource Centres and users to ensure a secure distributed computing infrastructure

² <http://www.egi.eu/policy/groups/>

³ https://wiki.egi.eu/wiki/PDT:Policies_and_Procedures

⁴ EGI Resource Centre Operational Level Agreement (<https://documents.egi.eu/document/31>)

⁵ For more information about the EGI Operations stakeholders and the governance model please refer to the EGI-InSPIRE Deliverable D4.1 EGI Operations Architecture (<https://documents.egi.eu/secure/ShowDocument?docid=218>)

⁶ Operations Management Board Terms of Reference (<https://documents.egi.eu/document/117>)



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Article 3: Infrastructure Composition

BCC received a mandate from UNG to represent the following Institutions, who wish to participate in the framework of collaboration defined in this document, and delegate it to represent them in EGI.eu policy groups:

- BITP - Bogolyubov Institute for Theoretical Physics of the NAS of Ukraine
- ICMP - Institute for Condensed Matter Physics of the NAS of Ukraine
- ICYB- V.M.Glushkov Institute of Cybernetics of the NAS of Ukraine
- ILTPE - B.Verkin Institute for Low Temperature Physics and Engineering of the NAS of Ukraine
- IMBG - Institute of Molecular Biology and Genetics of the NAS of Ukraine
- IRE - Usikov Institute of Radiophysics and Electronics of the NAS of Ukraine
- ISMA - Institute for scintillation materials of the NAS of Ukraine
- KMA- National University of Kyiv-Mohyla Academy
- KNU - Taras Shevchenko National University of Kyiv
- KPI - National Technical University of Ukraine “Kyiv Polytechnic Institute”
- MAO- Main Astronomical Observatory of the NAS of Ukraine

Annex 2 contains the list of the participating Resource Centres that the listed Institutions are responsible for.

Article 4: Joint Work plan

The specific goals of the collaboration are:

1. To enhance the capacities of both infrastructures;
2. To provide Local and Global operational services as needed to support the international user community and the EGI operational needs;
3. To subscribe to a mandatory set of policies, procedures and OLAs;
4. To comply with the operations interfaces required by the EGI Operations Architecture⁷, which are needed to ensure seamless and interoperable access to resources;
5. To participate in the Operations Management Board in order to contribute to the EGI operations agenda;
6. To participate in the Security Policy Team in order to contribute to the development of the security policies fabric of the infrastructure.

⁷ EGI Operations Architecture, EGI-InSPIRE Deliverable D4.1, Jan 2010 <https://documents.egi.eu/document/218>



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The specific activities to be carried out in the framework of the collaboration are⁸:

A.1 Participation to the Operation Managements Board

Parties Involved: EGI.eu (Peter Solagna, EGI.eu); BCC (Sergiy Svistunov, BCC)

Leading partner: EGI.eu Operations Officer

Description of work: BCC to be regularly represented in the Operations Management Board, to provide requirements necessary to drive the evolution of the operations architecture and generally to provide feedback through attendance to meetings, questionnaires and e-mail.

Expected outcome: Participation to OMB work.

- M1.1: Appointment of a BCC Operations Manager, and subscription of BCC operation representatives to relevant EGI.eu groups and mailing lists.

A.2 Global services

Parties Involved: EGI.eu (Peter Solagna, EGI.eu); BCC (Sergiy Svistunov, BCC)

Leading partner: EGI.eu Operations Officer

Description of work: Identify a set of EGI.eu Global services BCC is interested in using together with the respective guaranteed quality parameters that EGI.eu commits to provide. Examples of EGI Global services are :

- Coordination of operational security
- EGI Operations Portal
- The EGI Help desk (GGUS): provided by EGI.eu and its partners to user communities) .
- First and second-level support to users and site administrators about EGI-supported software
- Support Units: EGI.eu will maintain and develop the EGI Helpdesk to ensure the support units and workflows are implemented in a timely manner
- Core middleware services: EGI.eu in collaboration with its NGI providers will provide a highly-available core middleware services according to the needs of international user communities
- Monitoring: EGI.eu provides in collaboration with its NGIs the distributed monitoring infrastructure needed to check the status of the deployed services (central MyEGI portal, the central databases and the messaging infrastructure)
- Configuration Database: EGI.eu will provide a configuration database (GOCDB) that will provide information on sites and services
- Accounting: EGI.eu will provide an accounting database and portal

Expected outcome: An EGI.eu OLA defining the Global services and the respective minimum quality of service requested by BCC.

- M2.1: EGI.eu OLA defining the Global services offered is released and approved. The OLA should be periodically reviewed, at least yearly.
- M2.2: Annual report on used EGI.eu Global services, including performance and utilization statistics.

⁸ Party leading the activity is underlined



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A.3 Local services

Parties Involved: EGI.eu (Peter Solagna, EGI.eu); BCC (Sergiy Svistunov, BCC)

Leading partner: BCC

Description of work: Identify a set of BCC Local services and the respective minimum quality of service that the Party commits to provide to EGI.eu in order to be part of EGI.

Expected outcome: A Resource Infrastructure Provider OLA defining services and the respective minimum quality of service requested by EGI.eu.

- M3.1: BCC endorses the Resource Infrastructure Provider OLA; BCC can accept the one in place between EGI.eu and its participants or negotiate a specific one.
- M3.2: Annual report on BCC services, including performance and utilization statistics.

A.4 Integration

Parties Involved: EGI.eu (Peter Solagna, EGI.eu); BCC (Sergiy Svistunov, BCC)

Leading partner: EGI COD⁹

Description of work: BCC infrastructure to be supported, validated and integrated by EGI.eu within EGI according to the established procedures.

Expected outcome: BCC enters the EGI production infrastructure.

- M4.1: BCC, as the Resource Infrastructure Provider, carries out integration on operational level with EGI.eu .
- M4.2: Annual assessment of BCC infrastructure installed capacity and utilization.

Article 5: Timeline and Reporting

The EGI.eu Policy Development Team (PDT) will coordinate the periodic review of the progress of the activities defined in Article 4 (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 6 (Communication) shall be held, as often as necessary, to examine the progress in the implementation of this Agreement.

Date (mm/yyyy)	Activity	Additional Information ¹⁰
01/2012	Task A.1	M1.1: Appointment of a BCC Operations Manager, subscription of BCC operations representatives to relevant EGI.eu groups and mailing lists are completed

⁹ Central Operator on Duty

¹⁰ The activity leader is responsible for ensuring that the milestones are achieved and for the reporting (if required)



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04/2012	Task A.4	M4.1: BCC starts operations as an EGI integrated production infrastructure
04/2012	Task A.3	M3.1: BCC endorses the Resource Infrastructure Provider OLA; BCC can accept the one in place between EGI.eu and its participants or negotiate a specific one.
04/2012	Task A.2	M2.1: EGI.eu OLA is released and approved
04/2013	Task A.3	M3.2: Annual report on used BCC Local services including performance and utilization statistics
04/2013	Task A.4	M4.2: Annual assessment of BCC infrastructure installed capacity and utilization
04/2013	Task A.2	M2.2: Annual report on used EGI.eu Global services including performance and utilization statistics

Article 6: Communication

The Parties shall keep each other informed on all their respective activities and progress, and shall consult regularly on areas offering potential for cooperation and ensure close cooperation through participation to the OMB.

Each Party shall designate a “point of contact” to 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: Operations Office. E-mail: operations (at) egi.eu

BCC: Operations Office. E-mail: bcc-operations (at) bitp.kiev.ua

Questions of principle or problems that cannot be solved at primary contact level are escalated to the EGI.eu Director director (at) egi.eu and the BCC Chief E-mail: Gennady.Zinovjev (at) cern.ch.

Article 7: Participation in EGI.eu groups

BCC agrees to name a technical representative (with deputy) for the EGI OMB.

BCC may be asked to nominate representatives to serve on other policy groups as appropriate.

Article 8: Rights and Responsibilities

The procedure is set out in Annex 3.

Article 9: Funding



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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 10: Entry into force, duration and termination

This MoU will enter into force when signed by the authorized representatives of the Parties and shall remain in force until completion of the activities identified in Article 4 (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 11: Amendments

The MoU may be amended by written agreement between the Parties. Amendments shall be valid only if signed by the authorized representatives of both Parties.

Article 12: 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 11 (Amendments).

Article 13: Language

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

Article 14: 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
EGL.eu Director**

**Prof. Genadiy Zinoviev
BCC – Chief**

Date

22/12/2011

Date

December 14, 2011



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Annex 1 EGI.eu

Background to EGI.eu

To support science and innovation, a lasting operational model for e-Infrastructure is needed – both for coordinating the infrastructure and for delivering integrated services that cross national borders. The objective of EGI.eu (a foundation established under Dutch law) is to create and maintain a pan-European Grid Infrastructure in collaboration with National Grid Initiatives (NGIs) in order to guarantee the long-term availability of a generic e-infrastructure for all European research communities and their international collaborators.

In its role of coordinating grid activities between European NGIs, EGI.eu will:

- Operate a secure integrated production grid infrastructure that seamlessly federates resources from providers around Europe
- Coordinate the support of the research communities using the European infrastructure coordinated by EGI.eu
- Work with software providers within Europe and worldwide to provide high-quality innovative software solutions that deliver the capability required by our user communities
- Ensure the development of EGI.eu through the coordination and participation in collaborative research projects that bring innovation to European Distributed Computing Infrastructures (DCIs)

The EGI.eu is supporting ‘grids’ of high-performance computing (HPC) and high-throughput computing (HTC) resources. EGI.eu will also be ideally placed to integrate new Distributed Computing Infrastructures (DCIs) such as clouds, supercomputing networks and desktop grids, to benefit the user communities within the European Research Area.

EGI will collect user requirements and provide support for the current and emerging user communities. Support will also be given to the current heavy users of the infrastructure, such as high energy physics, computational chemistry and life sciences, as they move their critical services and tools from a centralised support model to one driven by their own individual communities.

The EGI 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.



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Annex 2 BCC and UNG

Background to BCC (Base Coordination Centre)

BCC is a nonstructural subdivision of the Bogolyubov Institute for Theoretical Physics of the National Academy of Sciences of Ukraine, which is the basic organization for the implementation of the Project, namely the Ukrainian National Grid (UNG).

BCC provides management and coordination of works on supporting the operation of the national grid-infrastructure and resource centres (grid-sites) to provide grid-services (high-performance distributed computing, access to distributed database, access to software) to users.

BCC on technological and operational level coordinates the work of grid-sites and entire UNG grid-infrastructure with the requirements of European and international grid-infrastructure.

BCC on technological and operational level serves as the National Operations Centre (Resource infrastructure Provider) of UNG grid-resources in relation with the International grid-communities.

BCC has the right to conclude international agreements in the field of cooperation at the operational level, which shall enter into force after ratification by the Project (Program) Coordinating Committee.

The Basic Coordination Centre includes:

- Centre for monitoring of grid-infrastructure and registration of grid-sites;
- Centre for registration of virtual organizations and members of virtual organizations;
- Certification authority;
- International relations group;
- Scientific and analysis group;
- Technical assistance and middleware maintenance group;
- User support group;
- Study and training centre.

Background to UNG

Ukrainian National Grid is the targeted state scientific and technological project (program) on the development and implementation of grid-technologies for 2009-2013, adopted by the Cabinet of Ministers of Ukraine in 2009.

The project objective is to build a national grid-infrastructure and to introduce grid-technologies in all areas of scientific, social and economic activities in Ukraine, as well as to train specialists on grid-technologies.

The missions of the project are:

- Introduction and application of grid-technologies in scientific research, creation of conditions for implementation of grid-technologies in the economy, industry, finance, social sphere.
- Creation of multilevel interdepartmental grid-infrastructure with elements of centralized control that takes into account the peculiarities for use of grid-technologies in various fields.
- Creation of specialist training system to work with grid-technologies.



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The following management bodies are created for project control:

- Interdepartmental Coordinating Council, which defines the general principles of development, grid infrastructure program and operational plans;
- Project Coordination Committee, which is the executive body and has the authority to represent the national grid-infrastructure at the national and international levels.
- Basic Coordination Centre, which is responsible for operation of the national grid-infrastructure.

At the moment the grid infrastructure of Ukraine consists of:

- 31 grid-sites, which operate under control of ARC middleware;
- 3 grid-sites, which operate under control of gLite middleware in the EGI infrastructure. The regional operations centre of Russia currently supports these sites. The communication channel infrastructure is established, which maintains the grid-clusters. UARNET and URAN are providers of this infrastructure.

Currently, for the purpose of UNG project implementation, BCC in association with resource centres:

- Organize a certificate issuing centre with regional affiliates;
- Install a sites availability monitoring system with daily testing of ARC infrastructure sites (The system is in test mode, at the end of 2011 will enter into commercial operation);
- Install the answer system to user questions, as a regional part of overall EGI Help desk system (GGUS). (The system is in test mode, at the end of 2011 will enter into commercial operation);
- Install the central service of ARC information system - GIIS and the grid-sites monitoring system for ARC infrastructure;
- Install the VOMS server for maintenance of virtual organizations working in Ukraine;
- Install a training grid-infrastructure, as part of an international training grid, on the basis of the gLite and ARC.

Background to BITP (Bogolyubov Institute for Theoretical Physics)

Bogolyubov Institute for Theoretical Physics of the National Academy of Sciences of Ukraine is the basic organization for the implementation of the Project UNG. Bogolyubov Institute for Theoretical Physics of the National Academy of Sciences of Ukraine created BCC legally, according to the Laws of Ukraine. Members of the Bogolyubov Institute for Theoretical Physics of the National Academy of Sciences of Ukraine participate in the program for implementation of grid-technologies since 2005.

The Bogolyubov Institute for Theoretical Physics of the National Academy of Sciences of Ukraine takes part in theoretical studies related to the experiments at CERN, including:

- Processing and analysis of experimental data on hadron - hadron and nuclear-nuclear collisions in Large Hadron Collider (ALICE, ATLAS and TOTEM experiments) and Relativistic Heavy Ion Collider (RHIC);
- Comparison of theoretical models of quark-gluon plasma occurrence with experimental data.



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The cluster, which is part of international grid-networks WLCG and AliEn-grid (<http://alimonitor.cern.ch/>), is functioning at the Bogolyubov Institute for Theoretical Physics of the National Academy of Sciences of Ukraine. The Institute is involved in computer maintenance of ALICE experiment at CERN. The second cluster, which is part of the UNG project and part of the NorduGrid collaboration (<http://www.nordugrid.org/>), is also functioning at the Bogolyubov Institute for Theoretical Physics of the National Academy of Sciences of Ukraine.

BCC and UNG relationship

Basic Coordination Centre performs functions of the National Operations Centre (Resource infrastructure Provider) of grid-resources for technological and operational level of UNG project. Project Coordinating Council and Coordination Committee of the UNG project are governing bodies in relation to BCC.

Resource Centres

Amongst the Resource Centres linked to BCC, the following ones have adhered to this MoU:

- BITP - Bogolyubov Institute for Theoretical Physics of the NAS of Ukraine
- ICMP - Institute for Condensed Matter Physics of the NAS of Ukraine
- ICYB- V.M.Glushkov Institute of Cybernetics of the NAS of Ukraine
- ILTPE - B.Verkin Institute for Low Temperature Physics and Engineering of the NAS of Ukraine
- IMBG - Institute of Molecular Biology and Genetics of the NAS of Ukraine
- IRE - Usikov Institute of Radiophysics and Electronics of the NAS of Ukraine
- ISMA - Institute for scintillation materials of the NAS of Ukraine
- KMA- National University of Kyiv-Mohyla Academy
- KNU - Taras Shevchenko National University of Kyiv
- KPI - National Technical University of Ukraine “Kyiv Polytechnic Institute”
- MAO- Main Astronomical Observatory of the NAS of Ukraine



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Annex 3 Rights and Responsibilities

A. GENERAL

1. BCC 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



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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.

2. With respect to any joint invention resulting from this MoU (i.e. any invention jointly made by employees of both Parties), the features of which cannot be separately applied for as Intellectual Property Rights and which are eligible for statutory protection requiring an application or registration (herein referred to as “Joint Invention”), the Parties shall agree on which Party will carry out any filing as well as any further details with regard to persecuting and maintaining of relevant patent applications.

E. PUBLIC RELATIONS

1. Any publication by a Party resulting from the activities carried out under this MoU shall be subject to prior agreement of the other Party not be unreasonably withheld.

2. EGI.eu and BCC 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.



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2. Except in case of gross negligence or wilful misconduct, neither Party shall be liable for any indirect or consequential damages of the other Party, including loss of profit or interest, under any legal cause whatsoever and on account of whatsoever reason.

H. PARTICIPATION IN SIMILAR ACTIVITIES

1. Parties are not prevented by this MoU from participating in activities similar to those described in this MoU with third parties. There is no obligation to disclose any similar activity to the other party. However, when considered of mutual benefit, both parties are encouraged to involve the other party in similar activities to the goal of disseminating the knowledge about EGI.eu.



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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.