**1. Background**

The EGI-InSPIRE (Integrated Sustainable Pan-European Infrastructure for Researchers in Europe – RI ) 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 summary of EGI-InSPIRE is attached as Annex 1.

The *CP* (hereafter referred to as “*CP*”) aims to .. A summary of *CP* is attached as Annex 2.

Institutions common to both projects are ...

**2. Purpose of this MoU[[1]](#footnote-1)**

The purpose of this Memorandum of Understanding (MoU) is to define a framework of collaboration between EGI-InSPIRE and CP (hereafter also referred to as “the Party” or the “Parties”).

**3. Joint Workplan**

The specific goals of the collaboration are:

1. Example: To enhance the capacities of both infrastructures;
2. Example: To allow EGI-InSPIRE users access to *CP* resources;
3. Example: To establish a *CP* VO within the EGI-InSPIRE infrastructure and allow *CP* users access to EGI-InSPIRE resources via this VO.

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

|  |
| --- |
| **A.1 Activity Name****Parties Involved:** EGI-InSPIRE Activity (*name*)[[2]](#footnote-2); *CP* (*name*)**Description of work:** Identify EGI-InSPIRE applications that will run in the CP infrastructure. **Expected outcome:** A repository of ported EGI-InSPIRE applications maintained within the CP system**Milestone M.1:** EGI-InSPIRE users access to CP resources. This milestone is met upon completion of A1 and submission of report on the usage plan and statistics. |
| **A.2 Activity Name****Parties Involved:** **Description of work:** **Expected outcome:**  |

**4. Timeline and Reporting**

The (TO DEFINE WHO) will coordinate the periodic review of the progress of the activities defined under section 3, follow-up the milestones defined below and distribute reports to both Parties.

|  |  |  |
| --- | --- | --- |
|  Date | Activity | Additional Information |
| mm/yyyy | Task A.1 | A.1 is completed. |
| mm/yyyy | Task A.2 | A.2 is completed. |
| mm/yyyy | Milestone M.1 | Milestone 1 is achieved. Requires report, led by <Project><Name> |
| mm/yyyy | Task A.3 | A.3 is completed. |
| mm/yyyy | Task A.4 | A.4 is completed. |
| mm/yyyy | Milestone M.2 | Milestone 2 is achieved.Requires report, led by <Project><Name> |
| mm/yyyy |  | Presentation of results |
| mm/yyyy | CP event | CP event |
| mm/yyyy | Publication | CP contribution to the EGI and Collaborating Projects Achievements Booklet... |

**5. Communication**

The primary point of contact for each Party is:

 EGI-InSPIRE: *<Name> <email>*

 *CP*: *<Name> <email>*

Questions of principle or problems which cannot be solved at primary contact level are escalated to the EGI-InSPIRE Project Director and the *CP* xxx (*indicate equivalent function).*

**6. Rights and Responsibilities**

The procedure is set out in Annex 3.

**7. Effective date, Duration and Amendments**

This MoU will become effective when signed by the authorized representatives of the Parties. Amendments shall be valid only if signed by the authorized representatives of the Parties.

The MoU shall remain in effect until completion of the activities identified in Sections 3 and 4, 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.

**8. 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.

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

**The following agree to the terms and conditions of this MoU:**

|  |  |
| --- | --- |
| **­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Dr. Steven Newhouse****EGI-InSPIRE Project Director****­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Date** | **­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*****<Name>*****CP *<equivalent function>*****­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Date** |

**Annex 1 – EGI-InSPIRE**

**Background to EGI-InSPIRE**

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 51 partners with representatives of 42 National Grid Initiatives (NGIs) and European International Research Organisation (EIROs) in geographical Europe, and eight 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 – CP Description**

**Annex 3 – Rights and Responsibilities**

1. *CP* 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 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 fullly 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.

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 filling as well as any further details with regard to persecuting and maintaining of relevant patent applications.

9. Each Party shall be solely responsible for any personnel hired to carry out work under this MoU.

10. 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.

11. 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.

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.

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.

**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 2 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.

1. An MoU is a written agreement that clarifies relationships and responsibilities between two or more parties that share services, clients, and resources. [↑](#footnote-ref-1)
2. Party leading the activity is underlined. [↑](#footnote-ref-2)