



Memorandum of Understanding between EMI and Collaborating Project

**Collaborating
Project Logo**

1. Background

The **European Middleware Initiative (EMI)**¹ project is a close collaboration of the four major 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, extend the interoperability and integration between grids and other computing infrastructures, strengthen the reliability and manageability of the services and establish a sustainable model to support, harmonise and evolve the middleware, ensuring it responds effectively to the requirements of the scientific communities relying on it. A short summary of the EMI project is attached as Annex 1 and ‘Works with EMI’ program as Annex 3.

The Collaborating Project...

Institution/s common to both projects: .

2. Purpose of this MoU²

The purpose of this Memorandum of Understanding (MoU) is to define a framework of collaboration between EMI and **Collaborating Project** (hereafter also referred to as “the Party” or the “Parties”).

3. Joint Workplan

The specific goals of the collaboration are:

1. To provide ...
2. To facilitate ...
3. To exploit ...

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

1. Activity Name

Parties Involved:

EMI: WPx Role³

Collaborating Project: WPx Role

Description of work:

Milestone M.1.x:

2. Activity Name

Parties Involved:

EMI: WPx Role⁴

¹ <http://www.eu-emi.eu>

² An MoU is a written agreement that clarifies relationships and responsibilities between two or more parties that share services, clients, and resources.

³ Party leading the activity is underlined.

Collaborating Project: WPx Role

Description of work:

Milestone M.1.x:

4. Follow-up of milestones

The EMI Project Office (EMI PO) will coordinate the periodic review of the progress of the activities and milestones defined under section 3.

Date	Milestone/Activity
date	M.1.x
April 2011	Presentation of EMI-Collaborating Project collaboration at the EMI conference in April 2011.
	Collaborating project event

5. Communication

The primary point of contact for each Party is:

EMI: EMI PO (emi-po@cern.ch)

Collaborating Project: Body (email)

Questions of principle or problems which cannot be solved at primary contact level are escalated to the EMI Project Director and **Collaborating Project (indicate equivalent function)**.

6. Rights and Responsibilities

The procedure is set out in Annex 4.

7. Effective date, Duration and Amendments

This MoU will become effective when signed by the authorised 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 ninety (90) calendar days 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 5.

⁴ Party leading the activity is underlined.

Memorandum of Understanding between EMI and Collaborating Project

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

Alberto Di Meglio
EMI Project Director

Name
Role

Date

Date

Annex 1: EMI

The EMI (European Middleware Initiative) project is a close collaboration of the four major middleware providers, ARC, dCache, gLite and UNICORE, and other software providers. It will deliver a consolidated set of middleware components for deployment in EGI (as part of the Unified Middleware Distribution or UMD), PRACE and other DCIs, extend the interoperability and integration between grids and other computing infrastructures, strengthen the reliability and manageability of the services and establish a sustainable model to support, harmonise and evolve the middleware, ensuring it responds effectively to the requirements of the scientific communities relying on it.

Project objectives

1. Simplify and organize the different middleware services implementations by delivering a streamlined, coherent, tested and standard compliant distribution able to meet and exceed the requirements of EGI, PRACE and other distributed computing infrastructures and their user communities.
2. Increase the interoperability, manageability, usability and efficiency of the services by developing or integrating new functionality as needed following existing and new requirement of EGI, PRACE and other infrastructures and their user communities.
3. Support efficient, reliable operations of EGI, PRACE and other DCIs by reactively and proactively supporting and maintaining the middleware distribution and providing users with increasingly user-friendly, maintainable, reliable, stable, and scalable software.
4. Strengthen the participation and support for user communities in the definition and evolution of middleware services by promoting the EMI achievements, objectives and plans, and move the EMI middleware towards a more sustainable model by expanding the collaboration with national and international research agencies, scientific research programs and with industrial providers.

Fact sheet:

<http://www.eu-emi.eu/en/press>

Participating EMI Members: (update as necessary)

Project Director: Alberto Di Meglio

Technical Director: Balazs Konya

Release Manager: Cristina Aiftimiei

SA2.6 Task Leader: Danilo Dongiovanni

Annex 2: Collaborating Project

Project objectives

Fact sheet:

Participating Collaborating Project Members:

Annex 3: 'Works with EMI' Programme

The 'Works with EMI' program is a managed collaboration program dedicated to software providers developing applications making use of EMI middleware services or producing additional middleware or distributed computing services extending or complementing the functionality of the EMI services.

The goal of this collaboration program is to establish technical relationships of mutual benefit for EMI and relevant development projects. On one hand, software providers participating in the 'Works with EMI' program have access to technical previews of new or modified EMI services early in their development lifecycle, dedicated support channels and joint dissemination and training activities. On the other hand, EMI receives early feedback on its services and requirements to extend and improve their functionality. Together EMI and interested technical partners make sure that the user experience when using applications or services based on EMI is coherent and consistent.

The program builds on the successful EGEE RESPECT program , with a more formal set of commitments and a mutual technical collaboration aspect. Technical partners joining the program must commit to adhere to the quality levels EMI strives to achieve during its development process. In Technical partners must also implement a certification process able to document the level of testing performed. Access to the EMI software engineering platform and certification testbeds in order to perform tests in the same environment where EMI itself is developed and tested is available to technical partners, if required.

The list of technical partners and their software products complying with the 'Works with EMI' are published on the EMI web site and can use the EMI web site to advertise their products and achievements within the scope of this collaboration program. These products will be tagged with the 'Works with EMI' logo, as testament to the products' adherence to EMI quality metrics and certification process.

The collaboration is based on the establishment of a Memorandum of Understanding between EMI and the technical partner joining the program. The MoU, which specifies the framework of collaboration between EMI and the technical partner, includes the joint work plan, benefits for the parties involved, roles, responsibilities and timeline of collaboration.

Annex 4: Rights and Responsibilities

1. Collaborating Project agrees to adhere to applicable EMI policies and procedures, and vice versa.
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. The Parties are not prevented by this MoU from cooperating with other projects performing similar activities to those described in this MoU.
4. 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.
5. 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.
6. 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.
7. "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.
8. 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.
9. 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.
10. Each Party shall be solely responsible for any personnel hired to carry out work under this MoU.

11. 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.

12. 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.

13. 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.

14. 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 5: 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 ninety (90) calendar days 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 thirty (30) calendar days 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.