



MEMORANDUM OF UNDERSTANDING BETWEEN EOSC-HUB & OCRE

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BACKGROUND

The project **EOSC-hub** (Grant Agreement no. 777536) brings together multiple service providers to create the Hub: a single contact point for European researchers and innovators to discover, access, use and reuse a broad spectrum of resources for advanced data-driven research. For researchers, this will mean a broader access to services supporting their scientific discovery and collaboration across disciplinary and geographical boundaries. The project mobilises providers from the EGI Federation, EUDAT CDI, INDIGO-DataCloud and other major European research infrastructures to deliver a common catalogue of research data, services and software for research. The EOSC-hub project objectives are the following: 1) simplify access to a broad portfolio of products, resources and services provided by the major pan-European and international organisations through an open and integrated service catalogue; 2) remove fragmentation of service provisioning and access to high-quality digital services in Europe and beyond through the technical integration and adoption of standards for interoperability of compute, storage, data and software platforms; 3) consolidate e-Infrastructures by expanding capacity and capabilities and improving service quality; 4) widen the access to services to all user groups including researchers, high-education, business organisations and expand the user base; 5) provide a knowledge hub; 6) increase the innovation capacity of research e-infrastructures. The project is coordinated by the EGI Foundation and started in January 2018 for the duration of 36 months.

The **Open Clouds for Research Environments project** (hereafter referred to as “OCRE”, Grant Agreement no. 824079) is a consortium consisting of GÉANT (coordinator), CERN, RHEA and Trust-IT and the result of the INFRAEOSC-01-2018 EC call. OCRE aims to accelerate the adoption of digital services in the European research community, by bringing together cloud providers, Earth Observation (EO) organisations and the research and education community, through ready-to-use service agreements and €9.5 million in adoption funding. Digital services offer the European research community a wealth of powerful tools, but for many researchers, these are currently out of reach, with suitable services difficult to find and acquire. OCRE aims to overcome these obstacles by running a pan-European tender in 2019 and establishing framework agreements with service providers that meet the requirements of the research community. The selected services are expected to be available for use from Q1 2020 onwards, with a framework agreement duration of four years. The OCRE tender will save institutions the time-consuming and complex process of running a full public procurement procedure themselves. OCRE will stimulate adoption, which includes distributing the €9.5 million in cloud adoption funds from the EC, for the research community to use. During the 3-year project duration, OCRE will develop and operate a business management platform to manage these contracts and the adoption funds. Suppliers selected through the tender will be connected to the community’s federated Identity Management systems, the GÉANT network and are brought into the European Open Science Cloud service catalogue via EOSC-hub. Through these efforts, OCRE establishes a Digital Single Market for cloud services and contributes to the European Open Science Cloud. The project OCRE is coordinated by GÉANT, it started in January 2019 and runs until the end of 2021.

ARTICLE 1: COLLABORATION

The purpose of this Memorandum of Understanding (MoU) is to ensure synergies between the EOSC-hub project and the OCRE project. Both projects are active in and contribute to the European Open Science Cloud.

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 collaboration, in the EOSC context, are as follows:

Joint Activity 1 (JA1): Organisation of cloud procurements

- In Q2-Q3 of 2019, EOSC-hub will provide OCRE with input for the tender:
 - On Cloud interoperability requirements and guidelines stemming from cloud integration use cases and related work in defining technical architecture and standards roadmaps¹.
 - On procurement and business models².
- OCRE will consider and incorporate this input from EOSC-hub in the OCRE tender, which is planned to be launched in October 2019, as appropriate (a PIN, Prior Information Notice, will be made available to suppliers and other interested parties on August 1st, 2019).
- After completion of the OCRE tender in Q1 2020, OCRE and EOSC-hub will support the suppliers selected in OCRE tender to participate in EOSC, by adding their services in the EOSC-hub service catalogue from Q2 2020 onwards.
- EOSC-hub will also explore the opportunities and requirements for research entities to establish a group buyer role in the OCRE tender, responsible for aggregating demand and doing purchase in bulk. The activity will also consider the demand of successfully completed early adopter programme projects, and additional projects and research communities with buying power.

JA1 Milestones:

- QR2-QR3 2019: Input to the OCRE
- QR1-QR4 2020: incorporation of services from suppliers selected in the OCRE tender to the EOSC-hub service catalogue
- QR1-QR4 2020: Analysis of requirements and opportunities for a EOSC-hub Buyer Group

Joint Activity 2 (JA2): Stimulating cloud adoption

- EOSC-hub and OCRE will establish connections between the EOSC-hub outreach efforts, the EOSC-hub 'Early adopter programme' in particular and the services and adoption track available through OCRE.

¹ See work related to EOSC-hub deliverables D10.3 "EOSC Hub Technical Architecture and standards roadmap v1" (Jan 2019) and D10.4 "EOSC Hub Technical Architecture and standards roadmap v2" (expected final version, summer 2019)

² See EOSC-hub deliverable D12.1 "Procurement requirements and demand assessment"
<https://documents.egi.eu/document/3466>

- EOSC-hub and OCRE will synchronise and establish cross links between their websites and communication efforts with a focus on use cases, success stories and promotion towards users.
- EOSC-hub will incorporate OCRE in its communication. OCRE will provide EOSC-hub with information, for EOSC-hub to use: to inform EOSC-hub's community about OCRE and the opportunities which OCRE provides to the EOSC-hub community: to give input to tender requirements, to participate in the tender.
- In the EOSC-hub 'Early adopter programme', researchers with needs for complex services and data sets, will be supported with their efforts: to use cloud and Earth Observation services for their workloads. EOSC-hub and OCRE will support these researchers, with funding for resources and with technical expertise. EOSC-hub will promote the usage of available services in EOSC-hub and from OCRE. EOSC-hub will help researchers cross the threshold, from moving these services from a pilot into a production scenario. In addition, EOSC-hub will explore cloud-bursting scenarios, where commercial clouds are brought into play, to deliver extra capacity on a temporary basis.
- In OCRE there is an adoption track with adoption funds, which can be useful for the participants selected in the EOSC-hub 'Early adopter programme'. EOSC-hub and OCRE will collaborate, to link the EOSC-hub 'Early adopter programme' to the OCRE adoption track.
- OCRE will make available vouchers to participants in the EOSC-hub Early Adopter Programme for a value of 100,000 Euro. The vouchers entitles them to use cloud resources at commercial IaaS providers which are part of the GÉANT IaaS framework. Participants will receive ready-to-use vouchers with a defined economic value (the initial proposal is for cloud credits of 2000 euro).
- EOSC-hub will select participants through two calls, with the following timelines:
 - CALL 1 - deadline 15 June 2019 - notification of acceptance by 30 September 2019 - start of collaboration: 01 November 2019
 - CALL 2 - deadline 15 October 2019 - notification of acceptance by 30 November - start of collaboration: Jan 2020
- The OCRE vouchers / cloud credits will be available for 12 months after the start of the collaboration in call 1 and until December 31st, 2020 in call 2³.
- Participants will be required to accept terms & conditions that indemnify EOSC-hub and OCRE partners from voucher misuse.
- Participants will be required to share their experiences in using these cloud and Earth Observation offerings.
- EOSC-hub and OCRE can publicly use these descriptions, on their websites and in other publications.

JA2 Milestones:

- Q3 2019 - Q4 2020: mobilization of OCRE vouchers for Early Adopter Programme research communities
- Q3 2019 - Q4 2020: feedback about the OCRE offerings
- Q3 2019 - Q4 2020: cross-project communications, and promotions of success stories

³ This is the end-date of the GÉANT framework agreements.

ARTICLE 2: 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.

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:

EOSC-hub: Yannick Legré (yannick.legre@egi.eu)

OCRE: Dave Heyns (David.Heyns@geant.org)

The primary contact points will review the execution of this MoU on a quarterly basis. Questions of principle, or problems that cannot be solved at primary contact level, are escalated to the GÉANT Executive level and the OCRE Project Management Board.

ARTICLE 3: RIGHTS AND RESPONSIBILITIES

The procedure is set out in Annex 1.

ARTICLE 4: 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, the 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 that 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.

ARTICLE 5: 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 6: 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 7: ANNEXES

Annexes 1 and 2, 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 8: LANGUAGE

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

ARTICLE 9: 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 2.

Memorandum of Understanding between EOSC-hub and OCRE

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:

DocuSigned by:
Yannick Legre
75448E6343364B1...

Yannick Legré on behalf of EOSC-hub

Aug 2, 2019 | 15:22 CEST

Date

DocuSigned by:
David Heyns
A456A9CABD2D464...

Dave Heyns on behalf of OCRE

Aug 5, 2019 | 09:41 CEST

Date

ANNEX 1 – RIGHTS AND RESPONSIBILITIES

A. GENERAL

1. Each Party 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 carry out work under this MoU on the premises of another (hereafter referred to as “secondment”), the following provisions shall apply:
 - (a) The personnel 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 LICENCE

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 licence to use the Intellectual Property Rights generated by it under this MoU for use within its project or for the exploitation of the results thereof. Such licence 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 licences 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.

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 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. The Parties 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 contributions 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 contributions. 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. Parties are not prevented by this MoU from participating in 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 both parties.

ANNEX 2 – 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.

Certificate Of Completion

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Signer Events

Yannick Legre
yannick.legre@egi.eu
Managing Director
EGI Foundation
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Signature

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Accepted: 29 October 2018 | 16:14
ID: a19c6b74-c3ea-4d90-86fc-fac11f3faf26
Company Name: EGI Foundation

David Heyns
david.heyns@geant.org
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Sergio Andreozzi
sergio.andreozzi@egi.eu
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Company Name: EGI Foundation

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Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
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