

FINAL Version

June 12, 2009

## Memorandum of Understanding regarding the setting up of the European Grid Initiative (EGI)

### by and between

..... (*name of NGI or EIRO*) at ..... (*address*)  
duly represented by ..... (*authorized representative*),

hereinafter referred to as “.....” (*acronym*)

..... acting in name and on behalf of NGI (*in the case that the NGI doesn't have the legal entity*)

and the other signatories of this MoU,

hereafter referred to as collectively the “Parties” or, individually, the “Party.”

### Preamble

The European Grid Initiative (EGI) will provide a more sustainable way to coordinate, evolve and operate the current pan-European grid infrastructure in order to guarantee its long-term availability for performing research and innovation work.

According to the EGI Blueprint attached to this MoU as Annex 1, the sustainability of EGI depends on the National Grid Initiatives which are set up per country to manage the national grids and to serve as a formal interface to the EGI.eu organization whose role will be to provide the central coordination of the pan-European grid activities.

The EGI.eu organization has yet to be created.

European Intergovernmental Research Organisations (EIROs), which manage large research projects, may take advantage of the pan-European grid infrastructure. In addition, some EIROs, CERN in particular, take a very active role in its development.

This MoU is not legally binding but the Parties understand and agree that the success of the EGI depends on all Parties adhering to its provisions.

## Article 1. Definitions

For the purposes of this MoU:

- a) “Agreed Budget” means the sum of the contributions of the Parties necessary to carry out “Cooperative Activities” as agreed by the EGI Council;
- b) “Agreed Contribution” means the annual contribution defined for each Party to meet the Agreed Budget it being understood that such contribution shall not exceed the amount indicated in Annex 2 for that Party and shall not exceed half of that amount for the first payment to be made under this MoU;
- c) “Common Fund” designates the account into which the Parties will pay their Agreed Contributions. The Common Fund will be administered, on behalf of the EGI Collaboration, by the Common Fund Administrator in accordance with the modalities defined by the EGI Council;
- d) “Common Fund Administrator” shall mean the third party carrying out the tasks described in Article 6 and such other tasks as may be defined by the EGI Collaboration. The Common Fund Administrator shall be the “Nationaal instituut voor subatomaire fysica” (NIKHEF) at Postbus 41882 □ 1009 DB Amsterdam, The Netherlands;
- e) “Cooperative Activities” are all the activities performed in the framework of this MoU and decided as needed by the EGI Council;
- f) “EC” means the European Commission;
- g) “EGI Collaboration”: the Parties to this MoU form the EGI Collaboration;
- h) “EGI” means the European Grid Initiative as defined in Annex 1;
- i) “EGI Council” means the EGI Council as defined in Article 5;
- j) “EGI DS” means the EGI Design study, a project co-funded by the EC in the framework of FP7;
- k) “EGI.eu organization” means the EGI.org as defined in Annex 1;
- l) “EGI Policy Board” means the EGI Policy Board created by EGI DS;
- m) “EUGRIDPMA” designates the EU Grid Policy Management Authority for Grid Authentification in e-science (cf. <http://www.eugridpma.org>)

- n) “European Intergovernmental Research Organization” or “EIRO” designates the European Organization for Nuclear Research (CERN); the European Fusion Development Agreement (EFDA); the European Molecular Biology Laboratory (EMBL); the European Space Agency (ESA); the European Organisation for Astronomical Research in the Southern Hemisphere (ESO); the European Synchrotron Radiation Facility (ESRF) and the Institut Laue-Langevin (ILL);
- o) “NGI” means an entity fulfilling the criteria defined in article 2.3.1 of Annex 1;
- p) “Parties” means the signatories of this MoU.

## **Article 2. Parties to the MoU**

Only NGIs from eligible countries and EIRO’s can become Parties to this MoU. Eligible countries are EU Member States and Associated States to the EU Research Framework Programme 7.

## **Article 3. Purpose of this MoU**

The purpose of this MoU is to provide a framework for setting up the EGI.

To set up the EGI the Parties shall in particular:

- select and appoint the Director of the EGI Collaboration;
- create and fully establish the EGI.eu organization;
- prepare and submit responses to calls for proposals by the EC in the framework of FP7.

## **Article 4. Obligations of the Parties**

By signing this MoU, the Parties endorse the location of the EGI.eu organization selected by the EGI Policy Board on 2 March 2009.

To achieve the purpose of this MoU the Parties shall

- a) carry out the Cooperative Activities assigned to them,
- b) pay their Agreed Contribution into the Common Fund as follows:  
The Agreed Contribution for 2009 shall be paid on 1<sup>st</sup> October 2009. (it being understood that the Agreed Contribution for 2009 shall not exceed half of the yearly contribution indicated in Annex 2).  
Thereafter the Agreed Contribution shall be paid in two equal instalments on 1<sup>st</sup> of March and on 1<sup>st</sup> of October of each year.

- c) ensure a smooth transition from the present pan-European Grid infrastructure towards the EGI.

## **Article 5. The EGI Council**

Each Party shall appoint one authorized representative who together shall form the EGI Council. Each Party may appoint a deputy or a proxy.

At its first meeting the EGI Council shall elect a chair and two deputies for a period of one (1) year renewable for up to a maximum of two (2) years.

EGI Council meetings shall be convened by the chair who shall give at least twenty-one (21) calendar days' prior written notice to the EGI Council members and who shall include the agenda and all supporting documents in the notice. Shorter notice may be given subject to prior approval thereof by all EGI Council members.

Minutes of the meetings of the EGI Council shall be sent by the chair to all EGI Council members without delay. They shall be considered as accepted if within ten (10) calendar days from receipt no EGI Council member has objected in writing to the chair.

The EGI Council shall meet as often as necessary in person or by teleconference in such places as it shall decide.

The Director of the EGI Collaboration is invited to EGI Council meetings, with no voting rights. He will present regular status reports.

The EGI Council may invite experts if it deems appropriate.

NGIs and EIROs who are not yet Parties may attend EGI Council meetings as observers without voting rights subject to prior authorization by the chair and subject to their written agreement to comply with the confidentiality provisions defined in Article 9 hereunder.

The EGI Council shall in particular:

- a) define the mandate of – and select and appoint the Director of the EGI Collaboration in accordance with procedures defined by it;
- b) decide and assign Cooperative Activities;
- c) define the modalities of administration of the Common Fund and the tasks of the Common Fund Administrator;
- d) endorse the agreement to be concluded with the Common Fund Administrator in accordance with Article 6;

- e) approve proposals for responses to calls for proposals by the EC;
- f) examine and adopt the Agreed Budget;
- g) review expenditures and approve accounts presented by the Common Fund Administrator;
- h) decide on the staff establishments required and on employment conditions of the EGI.eu organization;
- i) approve recruitment proposals made by the Common Fund Administrator;
- j) decide on the statutes and related documents of the EGI.eu organization;
- k) approve agreements between the Common Fund Administrator and third parties for the establishment of the EGI.eu organization;
- l) decide on specific conditions for accession;
- m) decide on the consequences of withdrawals;
- n) adopt proposals to the Parties for amendments to this MoU;
- o) define the mandate of the Director of the EGI Collaboration;
- p) take such other decisions as may be necessary to fulfil the purpose the MoU;
- q) invite EUGRIDPMA to present regular reports on its activities and formally approve the list of EGI-wide accepted Certification Authorities, taking into due consideration general recommendations issued by the United Nations Organization;
- r) amend this MoU if necessary.

The respective voting rights of each Party shall be determined in accordance with Annex 2 hereto.

Decisions shall be taken by a majority of fifty percent (50%) of the votes cast except for decisions under point b) and points g) to i) above which require a majority of two thirds (2/3) of the votes cast.

For decisions on points l) and r), the EGI Council shall make its best endeavours to reach unanimity. If unanimity cannot reasonably be reached decisions shall be taken by a majority two thirds (of 2/3) of the votes cast.

Any decision shall be subject to a quorum of two thirds of the possible votes being effectively cast. In case this quorum is not reached, another extraordinary EGI Council meeting may be convened within thirty (30) calendar days where the decision may be re-submitted to a vote.

Failure by a Party to pay its Agreed Contribution shall result in the suspension of its voting rights until such payment is made.

## **Article 6. Common Fund Administrator**

The Common Fund Administrator shall in particular:

- administer the Common Fund in accordance with the modalities defined by the EGI Council;
- select and recruit staff, on behalf of the EGI collaboration, and in accordance with the conditions and staff establishments defined by the EGI Council;
- prepare the statutes and related documents of the EGI.eu organization;
- enter into agreements with third parties as required for the establishment of the EGI.eu organization.

The detailed terms and conditions of the administration of the Common Fund shall be defined in an agreement to be concluded in due course between the Common Fund Administrator and the EGI Collaboration represented, for this purpose, by the Director of the EGI Collaboration.

## **Article 7. Accession**

Eligible NGIs and EIROs may accede to this MoU by accepting and signing this MoU as well as the specific conditions for accession – in particular financial conditions – as they may be defined by the EGI Council.

## **Article 8. Withdrawal**

A Party may withdraw from this MoU by giving three (3) months notice to the other Parties it being understood that withdrawal shall not entitle the withdrawing Party to any reimbursement of its Agreed Contribution and provided always that a Party shall not by such withdrawal be relieved from any liability incurred by that Party under this MoU at the date of withdrawal or from any of its obligations under this MoU which survive termination. The withdrawing Party shall no longer be entitled to vote in the EGI Council as from the date of its notice of withdrawal.

## **Article 9. Confidentiality and Intellectual Property Rights**

Except as expressly authorised by, and subject to any obligations of this Agreement, each Party agrees to keep confidential any information, document or other material which is communicated to it as confidential or the disclosure of which may be clearly prejudicial to the other Party. Each Party shall limit the circle of recipients of confidential information on a need-to-know basis and shall ensure that the recipients are aware and comply with the obligations as defined in this confidentiality clause.

Notwithstanding the above, 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 of confidential information, or which has become public knowledge other than as a result of a breach by that Party of its obligations under this confidentiality clause.

Rights and obligations of the Parties with regard to intellectual property shall be defined as necessary and appropriate by the EGI Council.

#### **Article 10. Liability**

Except in case of wilful damage and gross negligence the Parties shall have no liability towards each other for any loss or damage resulting from their activities under this MoU. Each Party shall hold the others free and harmless from any claims relating to transactions it has entered into with third Parties.

#### **Article 11. Settlement of Disputes**

- a) All Parties subject to this MoU shall approach all activities in the spirit of mutual cooperation befitting the common goals.
- b) The Parties shall consult with each other on any dispute arising out of the interpretation or implementation of this MoU. The Parties shall use their best efforts to settle disputes promptly through consultation.
- c) Any issue not settled through such consultations may be submitted by the Parties to a mutually acceptable form of dispute resolution such as conciliation or mediation.

#### **Article 12. Amendments/Annexes**

This MoU may be modified or amended as deemed necessary by written agreement of all Parties.

All Annexes to this MoU form an integral part of it.

#### **Article 13. Language**

All dealings under this MoU are done in the English language.

**Article 14. Duration**

This MoU enters into force once it has been signed by at least ten (10) Parties under the condition that their total contribution calculated on the basis of the amounts indicated in Annex 2 amounts to at least one hundred and fifty thousand Euros (150.000€).

It shall remain in effect until the earlier of the three events or dates:

- the full establishment of the EGI.eu organization;
- its termination by the Parties;
- 31 December 2010.

**Article 15. Transfer of funds on termination of this MoU.**

Upon the establishment of the EGI.eu organization the balance of the Common Fund shall be transferred to the EGI.eu organisation. In case this MoU is terminated without the EGI.eu being established the balance of the Common Fund shall be redistributed to the Parties pro rata to their Agreed Contribution.



## Signatories

Party XXX

Name

Function

Signed on XXX in XXX

## **Annex 1**

### **The EGI Blueprint**

The EGI Blueprint is available at <http://web.eu-egi.eu/blueprint.pdf>

## Annex 2

### Yearly Contribution and voting rights for each NGI

NGIS of	% contribution according to TERENA key	Each NGI's EGI.eu membership fee (€/year)	Voting rights = number of votes
Moldova, Former Yugoslav Republic of Macedonia	0.0014	1,400	3
Montenegro, Latvia, Lithuania	0.0019	1,900	4
Malta, Cyprus, Iceland, Estonia	0.0024	2,400	5
Bulgaria	0.0028	2,800	6
Belarus, Serbia	0.0038	3,800	8
Luxembourg, Slovenia	0.0047	4,700	10
Croatia, Slovakia	0.0095	9,500	20
Ukraine, Romania, Hungary, Israel, Czech Republic	0.0237	23,700	30
Portugal, Ireland, Finland, Greece, Denmark, Norway, Poland	0.0285	28,500	40
Austria, Turkey, Sweden, Belgium, Switzerland, Netherlands, Russia	0.038	38,000	50
Spain	0.057	57,000	60
Italy, France, UK, Germany	0,076	76,000	70
Total		1,000,000	

The Agreed Contribution of the EIRO's under this MoU shall be as follows:

- The minimum Agreed Contribution is respectively 4700 € and 0,47%.
- The maximum Agreed Contribution is respectively 76000 € and 7,6%.
- The sums of the Agreed Contribution of all EIROs cannot exceed 25% of the Agreed Budget.

Voting rights shall be in correspondence with the Agreed Contribution as indicated in the table above.