

Memorandum of Understanding

Article 1.0 The Memorandum of Understanding

Article 1.1 Scope of the Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as the MoU) sets out the framework for the governance of the Nordic e-Infrastructure Collaboration – NeIC (hereinafter referred to as NeIC) and provides the basis for specific bilateral agreement(s) between a Party and NordForsk on the funding of NeIC.

The MoU outlines the background and aims of NeIC, describes the NeIC governance structure and funding distribution and defines the roles and responsibilities of the Parties, and other organizations and participating bodies of NeIC.

This MoU will be included as an attachment to the specific bilateral agreement(s) between a Party and NordForsk. The specific bilateral agreement(s) serves as legal document with binding obligations for either Party.

Article 1.2 The duration of the MoU

The MoU will enter into force when signed by all Parties.

The Parties have a joint vision of a permanent and sustainable e-Infrastructure collaboration. This vision as formalized in the MoU is for a 10-year period from 2013.

Article 2.0 Parties to the MoU

The following National and Nordic organisations are parties to this MoU:

- **Sweden** The Swedish Research Council,
- **Finland** The Academy of Finland,
- **Norway** The Research Council of Norway,
- **Denmark** Danish Agency for Science, Technology and Innovation (DASTI),
- **Iceland** The Ministry of Education, Science and Culture and RHnet, and
- **NordForsk**.

Each organisation above is individually referred to as Party and collectively as Parties.

The National research councils/ministry in the Nordic countries and the Icelandic infrastructure provider RHnet constitute the Funding Partners pursuant to Article 4.1.

Article 3.0 NeIC

Article 3.1 Background

The NeIC is a joint initiative between the Nordic countries to facilitate the development of e-Infrastructure solutions for Nordic research communities. The collaboration started as the Nordic Data Grid Facility pilot project in 2003, which resulted in the innovation and successful deployment of the first and only distributed Tier-1 computing and storage service

within the Worldwide Large Hadron Collider Computing Grid (WLCG) collaboration. In later years the scope of the collaboration has been gradually enlarged to encompass a broader range of scientific application areas, along the lines of the Nordic eScience Action Plan and the on-going work to revise this plan.

Article 3.2 The objective of NeIC

One of the core activities of the NeIC is to continue the successful Nordic Tier-1 activity. In addition, the Parties to this MoU aim to develop NeIC into a major facilitator of the development of high-quality e-Infrastructure solutions in areas of joint Nordic interest.

By collaborating with the national e-Infrastructure providers on the development of new services there will be broader use of available technical skills across the Nordic countries and it will be possible to develop common services for a larger user community. The added value for the user communities will be a wider range of available services tailored to their needs, increased opportunities for Nordic research collaboration and increased international competitiveness.

Article 4.0 Governance Structure - Roles and responsibilities of organisations and participating bodies of NeIC

Article 4.1 The Funding Partners

The Funding Partners, cf. Article 2.0, hold a key role as co-financiers of NeIC and are responsible for monitoring the co-funding of NeIC. The monitoring is conducted through annual reporting from NordForsk/NeIC and reporting upon request from the Funding Partners.

Article 4.2 The NeIC Board

The NeIC Board is composed of representatives from national research councils in the Nordic countries, technological organisations acting on behalf of the national research councils and national ministry.

The NeIC Board holds the key role as the governing and decision-making entity of NeIC.

The NeIC Board makes strategic decisions regarding Nordic e-infrastructure collaboration and reacts on upcoming opportunities. This includes allocating budget, implementing the organisation structure, as well as coordinating Nordic and international priorities.

Article 4.3 The NeIC director and the NordForsk partnership

NeIC is located at NordForsk in Oslo and NeIC's administrative tasks are performed by NordForsk employees. The NeIC administration is headed by the NeIC director.

The NeIC director is employed by NordForsk for a period of 4 years. The director can only be re-appointed once.

The operating cost of NeIC comes from the NeIC budget approved by the NeIC Board.

Article 4.4 NordForsk

The NordForsk Board acts as a supervising and decision-making body in relation to NordForsk.

NordForsk has the financial and management responsibility of NeIC including the personnel responsibility for the NeIC staff and administration.

NordForsk acts as the legal entity in relation to NeIC, and holds a key role as secretariat in providing legal and administrative support for NeIC.

NordForsk enters into agreements with relevant Nordic organizations including universities in the Nordic countries, for the assignment of the NeIC scientific/technical/operational staff.

NordForsk secretariat reports to the Funding Partners as stated in a bilateral agreement on funding between NordForsk and the respective national funding partner.

Article 5.0 The Hosting Function and Services

NordForsk will function as the hosting organization for NeIC, and provide NeIC with the following services:

- A Legal hosting service as described in 5.1
- A Human Resource Support service as described in 5.2
- An Administration support service as described in 5.3

5.1 Legal Hosting Service

NordForsk will provide a legal hosting service to NeIC that *inter alia* will enable NeIC to enter into legally binding agreements with external institutions including NeIC core staff.

5.2 Human Resource Support Service

NordForsk will provide Human Resource service enabling NeIC to employ the NeIC Director.

5.3 Administration Support Service

NordForsk will provide administration support services. This includes following up of day-to-day activities and acting on administrative issues arising from work in the technical areas of NeIC. It also includes meeting arrangements, internal and external communications, as well as maintaining archives. The administrative support service further includes assisting the Director in preparing agenda and meeting documents for the NeIC Board.

NordForsk also provides:

- Financial administration, reporting and Audit support,
- Travel and expenditure management, and
- Other administrative support.

Article 6.0 The Funding of NelC

6.1 Funding Level and Distribution Key

By signing the MoU the Funding Partners declare their willingness to join and participate in NelC and agree to contribute to the funding of NelC. The funding level in 2012 was 12, 5 MNOK and is subject to annual adjustment for inflation.

The following distribution key for the core funding at the initiation of NelC has been agreed by the Funding Partners:

Funding – distribution key	
NelC Funding Partner	%
Denmark	24.63
Finland	24.63
Norway	24.63
Sweden	24.63
Iceland	1.48
TOTAL	100.00

The distribution key and the Funding Partners' shares may be regulated or adjusted in accordance with any development of NelC and its activities approved by the NelC Board. The NelC Board may decide to seek collaboration with additional funding partners as long as this is not in conflict with the scope the present MoU.

6.2 Funding Period

The Funding Partners' collective intention to fund NelC runs for 10 years unless at least one of the Funding Partners decides to renegotiate/terminate the MoU and/or withdraw from NelC, cf. article 1.2 and 8.0.

Article 7.0 Evaluation of NelC

The Parties shall initiate an evaluation of NelC 3-4 years after the present MoU enters into force. The aim of this exercise is to evaluate the quality of NelC measured against the objectives and plans and international standards. Subsequent evaluations may be performed at five-year intervals.

The Parties shall be responsible for the evaluation including the choice of evaluation process and its implementation.

Article 8.0 Renegotiation

If any Party withdraws from the MoU, the remaining Parties shall jointly come to an agreement on whether the MoU shall be renegotiated or terminated.

Article 9.0 Amendments

Any Party may propose amendments to the MoU. Such amendment shall be made in writing and approved by all Parties.






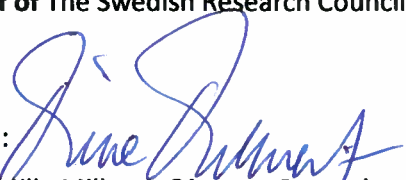
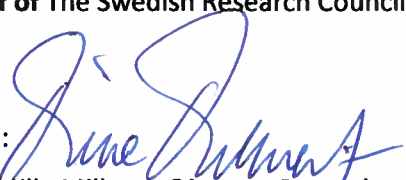

Article 10.0 Miscellaneous

The MoU is drawn up in English and all documents and notices and meetings pertaining to the MoU shall be in English.

This MoU has been signed in seven (7) duplicates, one (1) for each Party.

Approval of the MoU

The following authorized persons approve the MoU:

<p>On behalf of Danish Agency for Science, Technology and Innovation</p> <p>Date: 22-4-13</p> <p>Signature:  Hans Müller Pedersen, Director General</p>	<p>On behalf of The Academy of Finland</p> <p>Date: April 24, 2013</p> <p>Signature:  Heikki Mannila, President</p>
<p>On behalf of The Ministry of Education, Science and Culture, Iceland</p> <p>Date: 15.04.2013</p> <p>Signature:  Ásta Magnúsdóttir, Permanent Secretary</p>	<p>On behalf of RHnet, Iceland</p> <p>Date: 15/04/2013</p> <p>Signature:  Jón Ingi Einarsson, Managing Director</p>
<p>On behalf of The Research Council of Norway</p> <p>Date: 24/4-2013</p> <p>Signature:  Asbjørn Mø, Director, Research Infrastructure</p>	<p>On behalf of The Swedish Research Council</p> <p>Date: </p> <p>Signature:  Mille Millnert, Director General</p>
<p>On behalf of NordForsk</p> <p>Date: 24.4.2013</p> <p>Signature:  Gunnel Gustafsson, Director</p>	