

Collaboration Statement

Between ERINA+ and StratusLab

1. Background Information

ERINA+ is a project partially funded by the European Commission (EC) under the 7th Framework Program executed by a consortium of four partners (Engineering Ingegneria Informatica S.p.A., the Zentrum für Soziale Innovation, T6 Ecosystem S.r.l. and Eurokleis S.r.l.). The main objective of ERINA+ is to evaluate the impact of e-Infrastructure funded projects through the deployment of an effective socio-economic methodology as well as proposing, by the end of the project, a proactive self-assessment methodology.

StratusLab (<http://stratuslab.eu/>) is developing a complete, open-source cloud distribution that allows grid and non-grid resource centers to offer and to exploit an "Infrastructure as a Service" cloud. It is particularly focused on enhancing distributed computing infrastructures such as the European Grid Infrastructure (EGI). The European Commission (EC) partially funds this project through the 7th Framework Program. The project is lead by the Centre National de la Recherche Scientifique (CNRS) and consists of six partners from five European countries.

The EC through the 8th e-Infrastructure Concertation meeting has highlighted the need for impact assessment at project level by dedicating a session on 'Socio-Economic Evaluation of e-Infrastructures' which aim was the following: the EC, currently monitoring FP7 implementation and developing EU policy in the perspective of FP8, has declared a clear need for assessing the EC investments in the area of e-Infrastructures. As highlighted in the Communication "Responding to Strategic Needs: Reinforcing the use of evaluation", a rigorous evidence-based decision-making (contrary to an opinion-based) process is crucial for planning, designing and implementing the EU policies.

ERINA+ objectives are in line with the above EC objectives.

ERINA + and StratusLab consider a collaboration of mutual interest:

- ERINA+ main activities depend on the involvement of e-Infrastructure funded projects like StratusLab to evaluate the impact of e-Infrastructure investments. Feedback from cooperating projects will also enable the team to develop a sound self-assessment methodology by the end of the project lifetime.
- A collaboration with the team of ERINA+ experts in impact assessment would give StratusLab the opportunity to:
 - a. Have access to an assessment web tool that the project can use to self-assess its impact
 - b. Have contact with a team of experts in socio-economic impact assessment that will provide the project all the needed information regarding the ERINA+ methodology and the identification of the data used during the impact assessment activities
 - c. Have access to the self-assessment results that can be used as input to improve the project impact and in the drafting of exploitation and sustainability plans
 - d. Gain visibility towards the EC as one of the projects which has collaborated with ERINA+ in the definition of a common methodology for the evaluation of impact of e-Infrastructures investments.

2. Purpose of this Collaboration Statement

The purpose of this **Collaboration Statement** is to define a framework of collaboration between ERINA+ and **StratusLab** (hereafter also referred to as “the Party” or the “Parties”).

3. Joint Workplan

ERINA+ shall:

- 1) Provide all the needed information on the ERINA+ methodology (objectives, procedures etc.) to apply the methodology itself.
- 2) Provide the StratusLab team the information needed for the identification of the data used during impact assessment activities.
- 3) Provide support to the filling out of the web tool and during the evaluation activities.
- 4) Mention StratusLab’s participation during dissemination activities performed and to the EC.
- 5) Deliver a short individual report providing useful information to StratusLab on the results related to ERINA+ assessment activities. This information may feed into each projects’ exploitation and sustainability activities.

StratusLab shall:

- 1) Fill out the web tool for the self-assessment exercise to perform the impact assessment of StratusLab.
- 2) Participate, to the extent that this is possible according to project commitments, in the meetings organized by ERINA+ for the fulfillment of the joint workplan.
- 3) Provide feedback to the ERINA+ team on the methodology and impact assessment exercise performed.

4. Rights and Responsibilities

Confidentiality

The term “Confidential Information” shall mean any data, documents or other material disclosed in relation to this Collaboration Statement and which has been identified as confidential by an appropriate marking or legend, or when disclosed orally, has been identified as confidential at the time of disclosure and confirmed in writing within fifteen (15) calendar days there from.

With respect to Confidential Information the receiving Party agrees:

- to keep confidential and not, without prior permission in writing by the disclosing Party (which permission not to be unreasonably withheld), disclose Confidential Information to any third Party, or use it for any purpose other than the performance of its obligations under this Collaboration Statement,
- to limit the circle of recipients of Confidential Information on a need-to-know basis and to ensure that the recipients are aware and comply with the obligations as defined in this Article;
- to continue to comply with its obligations as defined in this Article for a period of five (5) years from the date of termination of this Collaboration Statement or ten (10) years from the date of receipt of the Confidential Information whichever is the shorter
- upon termination of this Collaboration Statement and upon request of the disclosing Party,

to return Confidential Information to the disclosing Party,
provided always that the obligation of confidentiality shall not extend to any information which the receiving Party can demonstrate:

- a. was at the time of receipt published or otherwise generally available to the public, or
- b. has after receipt by the receiving Party been published or become generally available to the public other than through a breach of its confidentiality obligations by the receiving Party, or
- c. is no longer considered confidential information by the disclosing Party, or
- d. was rightfully disclosed without any obligation of confidentiality to the receiving Party by a third Party who is in lawful possession thereof and under no obligation of confidentiality, or
- e. was developed by the receiving Party completely independently from any Confidential Information except where such Confidential Information was disclosed by the European Commission.

The receiving Party shall apply the same degree of care with regard to the Confidential Information disclosed to it as with its own confidential and/or proprietary information, but in no case less than reasonable care.

Each Party shall promptly advise the other Party in writing of any unauthorized disclosure, misappropriation or misuse by any person of Confidential Information as soon as practicable after it becomes aware of such unauthorized disclosure, misappropriation or misuse.

If any receiving Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure, notify the disclosing Party, and comply with the disclosing Party's reasonable instructions to protect the confidentiality of the information.

Notwithstanding the foregoing, the results of the impact assessment activities or any specific information or data provided by StratusLab may be reported /published by ERINA+ in one or more of ERINA+ public deliverables or during ERINA+ project reviews with the EC or dissemination activities (conferences, publications) subject always to the prior written consent of the StratusLab partners concerned.

The consent to such reporting/publishing shall be communicated by the StratusLab coordinator to the ERINA+ coordinator. Requests for such consent, along with the text to be reported/published by ERINA+, shall be sent to the StratusLab coordinator sufficiently in advance of the expected publication date to allow a review of the material by the StratusLab partners.

Proprietary Rights

This Collaboration Statement shall not affect the proprietary rights of the Parties. Any joint development made by the Parties, will be subject to the provisions of a separate written agreement to be executed by the Parties prior to the commencement of any such joint development work. The execution of this Collaboration Statement, shall in no way serve to create, on the part of either Party, a license to use, any proprietary rights of the other Party otherwise than explicitly stipulated herein.

Liability

With respect to information or data supplied by a Party to another Party under this Collaboration Statement, the supplying Party shall be under no obligation or liability 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 or data or the absence of any infringement of any proprietary rights of third parties through the possession or use of such information or data. The recipient Party shall be entirely responsible for its use of such information or data and shall hold the other Parties free and harmless and indemnify them for any loss or damage with regard thereto.

Except in case of gross negligence or willful damage, no Party shall be liable to the other for indirect or consequential loss or damage, including but not limited to loss of profit, revenue or contracts.

Each Party shall be solely liable for any loss, damage or injury to third parties in relation to its execution of this Collaboration Statement.

This Collaboration Statement shall in no way prejudice any rights or obligations of the StratusLab or ERINA+ project partners under their respective grant agreement or consortium agreement.

Collaboration with other projects or third parties

ERINA+ and StratusLab are not prevented by this Collaboration Statement from collaborating with other projects performing similar activities to those described herein. However, when considered of mutual benefit, both Parties are encouraged to involve the other Party in similar activities to the goal of reaching the Parties common objectives.

5. Effective Date, Duration and Amendments

This Collaboration Statement will become effective upon signature by the coordinators of ERINA + and StratusLab on behalf of the project partners. Amendments shall be valid only if signed by the coordinators. Unless otherwise stated in this document, this Collaboration Statement expires at the end of the of the ERINA+ project, or at the end of the StratusLab project whichever is the earlier.

The expiry of this Collaboration Statement shall be without prejudice to any rights and obligations of the Parties accrued prior to such expiry.

Each Party may terminate this Collaboration Statement at any time by giving the other Party written notification (including motivation) to be issued by the coordinator.

6. Governing law - Dispute resolution

Disputes shall be resolved by amicable settlement or failing such amicable settlement by the exclusive competence of the Court of Brussels.

7. Communication

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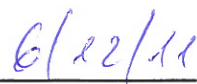
The following agree to the terms and conditions of this Collaboration Statement:



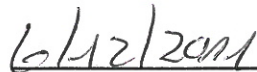
Andrea Manieri
ERINA+ Project Director



Charles Loomis
StratusLab Project Director



Date



Date