

Collaboration Agreement (CA)
Regarding the creation of the **gLite Open Collaboration**

by and between

..... (*name of signatory*) at (*address*)

duly represented by (authorized representative),

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

and the other signatories of this Collaboration Agreement.

Preamble

In the framework of the EC funded *Enabling Grid for E-Science* (EGEE) projects, a software (named the gLite middleware) that enables access to shared resources, such as computing, storage, databases and devices, was developed;

The termination of the EGEE projects and the establishment of the European Grid Infrastructure (EGI), which does not cover middleware maintenance and development, requires the EGEE middleware providers to establish a new framework for future collaboration;

This collaboration will have, inter alia, the goal of maintaining and evolving a generic, production-quality software environment to enable Grid computing including functionality for distributed data sharing, storage and management tools for use in research and beyond;

It is foreseen that the three major European middleware providers (gLite, ARC, and UNICORE) will be requested to collaborate - together with other Grid middleware developers - within the “European Middleware Initiative” (EMI) to provide a production quality grid middleware for EGI;

The g-lite middleware providers will be represented in EMI and in similar projects by one of them.

Article 1 Definitions

For purposes of this CA:

- a) "Parties" means the entities listed in Annex 2 and who have signed this CA or entities who have acceded to this CA in accordance with Article 6.
- b) The "**gLite** Collaboration Board" or "CB" means the Collaboration Board as defined in Article 4.
- c) The "**gLite** Open Collaboration" or "Collaboration" means all the Parties to this CA.
- d) The "**gLite** Middleware" means the software composed of the components listed in Annex 1.
- e) "Cooperative Activities" mean all the activities performed in the framework of this CA and decided as needed by the CB.
- f) "Activity Manager" means the person responsible for specific deliverables related to a Cooperative Activity.
- g) "Technical Board" or "TB" means the Technical Board as defined in article 5.
- h) "Technical Director" or "TD" means the Technical Director appointed in accordance with Article 4d).
- i) "EC" means the European Commission.
- j) "Intellectual Property" or "IP" means 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 (except trade marks) and applications for protection thereof.
- k) "Background" means all IP held by the Parties prior to the signature of this CA and which is Needed to carry out Cooperative Activities or using Foreground.
- l) "Foreground" means all IP generated in the framework of this CA.
- m) "Licensed Software" means Software to which Access Rights are granted in accordance with existing license conditions.
- n) "Needed" in respect of Background or Foreground means:
 - that without access to such Background or Foreground the carrying out of the Cooperative Activities concerned would be impossible, significantly delayed or require significant additional resources, or
 - that without access to such Background or Foreground use of Foreground would be technically or legally impossible.

Article 2 Purpose of this CA

The purpose of this CA is to provide a framework for the Parties to collaborate with the aim to:

- maintain the gLite brand, related names and software products;
- coordinate the continued development, promotion and adoption of the integrated set of services which constitute the gLite Middleware;
- provide a single interface of the gLite providers with regard to other projects;
- to collaborate with other organizations within the *e-Infrastructure* community (resource providers, infrastructure operators, application developers and end-users) to:
 - provide a roadmap for the sustainable long-term maintenance and evolution of the gLite software to meet the needs of its diverse user community and in particular of EGI beyond the EGEE series of projects;
 - coordinate the maintenance and evolution of the software provided by the gLite Collaboration in response to requirements from its user community (e.g. platform updates or additions, scalability, new technologies, etc);
 - provide the software in an open and accessible manner to the user community; allowing and encouraging community contributions to address problems, port to new platforms, and improve the overall software quality;
 - achieve interoperability with other Grid infrastructures, preferably through the adoption of established standards, such as those developed by the Open Grid Forum (OGF);
 - contribute to the development of those standards;
 - contribute software for deployment within production infrastructures, such as via the Unified Middleware Distribution (UMD) that will be deployed by EGI;
 - provide community support, in particular through mailing lists, discussion forums, help, training and documentation.

Article 3 Obligations of the Parties

To achieve the purpose of this CA the Parties shall in particular:

- define a programme of work and carry out the Collaborative Activities assigned to them;
- prepare and submit responses to calls for proposals by the EC in the framework of FP7 and subsequent framework programmes relating to the scope of this CA.

Article 4 Collaboration Board (CB)

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

Each Party shall have one vote.

At its first meeting the CB shall elect a chair and a deputy chair for a period of two (2) years renewable once for a maximum term of four (4) years.

CB meetings shall be convened by the chair, who shall give at least twenty-one (21) calendar days prior written notice to the CB 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 CB members.

Minutes of the meetings of the CB shall be sent by the chair to all CB members within ten (10) calendar days following the meeting. They shall be considered as accepted if within ten (10) calendar days from receipt no CB member has objected in writing to the chair.

The CB shall meet as often as necessary in person or by teleconference in such places as it shall decide, but at least once per year in person.

The CB may invite experts or observers without voting rights if it deems appropriate.

The CB shall in particular:

- a) approve a programme of work and assign Cooperative Activities to the Parties;
- b) designate the Activity Managers;
- c) define the mandate of, select and appoint a Party which will represent the Collaboration with regard to third parties, other collaborations or projects;
- d) define the mandate of, select and appoint a Technical Director;
- e) approve proposals for responses to calls for proposals by the EC related to the scope of this CA;
- f) amend this CA;
- g) decide upon the termination of this CA;
- h) decide on accessions and withdrawals;
- i) decide on the issuance of a notice to a defaulting party;
- j) take such other decisions as may be necessary to fulfil the purpose the CA.

Decisions shall be taken by a simple majority of the votes of the CB members present and voting, except in the cases mentioned below in e) to i) where decisions shall be taken by unanimity of all members present and voting except the defaulting party under i). Any decision by a majority vote shall be subject to two thirds of the CB members being present or represented and voting. In case this quorum is not reached,

another extraordinary CB meeting may be convened within thirty (30) calendar days where the decision may be re-submitted to a vote

Article 5 Technical Board (TB)

The TB shall be composed of the Activity Managers.

The TB shall be chaired by the TD.

Each member shall have one vote. Experts (without voting rights) may be invited to the TB based on the discussion topics.

The TB shall meet as frequently as deemed necessary by its members either directly or via phone conference. Meetings shall be convened by the chair, upon request by a TB member, with at least three (3) calendar day's notice which shall include an agenda. Items may be added to the agenda during the meeting if so agreed by all TB members.

Minutes of the meetings of the TB shall be sent by the chair to all TB members within seven (7) calendar days following the meeting. They shall be considered as accepted if within seven (7) calendar days from receipt no TB member has objected in writing to the chair.

Decisions shall be taken by simple majority of the votes of the TB members present and voting.

The TB shall in particular:

- (a) coordinate and supervise the Cooperative Activities at a technical level;
- (b) report to the CB on the progress of work and difficulties encountered;
- (c) propose to the CB issuance of notices of default;
- (d) make proposals to the CB for adoption of - and contribution to standards;

Issues not resolved in the TB shall be submitted to the CB.

Article 6 Accession/Withdrawal

A third party may accede to this CA subject to having obtained the prior written approval of the CB and subject to the third party's acceptance of this CA as well as any specific terms and conditions related to the accession as may be defined by the CB.

A Party may withdraw from this CA by giving three (3) months notice to the other Parties. It is understood that a Party shall not by such withdrawal be relieved from any liability incurred by that Party under this CA at the date of withdrawal or from any of its obligations under this CA that survive termination. Access rights granted to the

withdrawing Party shall lapse on withdrawal whereas access rights granted by the withdrawing Party shall remain in full force and effect.

Article 7 Confidentiality

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.

Article 8 Liability

With respect to information or materials supplied by a Party to another Party under this CA, 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 materials or the absence of any infringement of any proprietary rights of third parties through the possession or use of such information or materials. The recipient Party shall be entirely responsible for its use of such information or materials and shall hold the other Parties free and harmless and indemnify them for any loss or damage with regard thereto.

Each Party shall indemnify the other Parties against all loss, damage or injury resulting from negligent acts or omissions of itself, its employees or its agents. Except in case of gross negligence or wilful damage, the obligation to indemnify shall not extend to claims 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.

Article 9 Default

In the event of a breach by a Party of its obligations under this CA it shall upon decision by the CB be issued with a notice by registered letter requiring the breach to be remedied.

If the breach is irremediable or is not remedied within thirty (30) calendar days of the date of receipt of the notice by the Party concerned this CA shall be deemed terminated with respect to the Defaulting Party. Access rights granted to the defaulting Party shall lapse on withdrawal whereas access rights granted by the defaulting Party shall remain in full force and effect.

Article 10 Equipment

Each Party shall, under its sole responsibility use and make available such equipment as is necessary to carry out its obligations under this CA.

Prior to any equipment being made available by one Party to another, the Parties concerned shall agree on the terms and conditions under which such equipment is made available.

Article 11 Personnel

Subject to paragraph 2 below, each Party shall be solely responsible for its own personnel hired to carry out work under this CA.

In case personnel employed by one Party temporarily carries out work under this CA 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, Foreground generated by personnel seconded by a Party to another shall be owned by the Party having seconded such personnel

Article 12 Intellectual Property

Unless agreed otherwise between the Parties with regard to specific Cooperative Activities, the following provisions regarding IP and access rights shall apply:

Each Party will retain all right, title and interest in and to all of its Background.

Each Party shall be free to grant licenses to its Background to third Parties.

Each Party hereto will own all right, title and interest in- and to all Foreground solely developed by such Party (i.e. by personnel or agents of that Party however funded) and shall be free to use such Foreground as it deems fit. It is understood however that, the Parties shall endeavour to distribute any Software developed in the framework of this CA under an Open-Source license such as the Apache License, version 2, (<http://apache.org/licenses/LICENSE-2.0>).

Where several Parties jointly own Foreground the following principles shall apply:

- (a) a Party or Parties not interested in protection or exploitation of the Foreground shall transfer their title to the Foreground to the others to allow them to protect and exploit the Foreground as they deem fit;
- (b) the joint owners shall grant each other a free, irrevocable license to use the Foreground for research or other non commercial purposes;
- (c) direct or indirect commercial use of jointly owned Foreground by one Party shall give rise to appropriate financial compensation of the other Parties taking into account their contribution to the creation of the Foreground concerned and to its protection.

Where they use third party software in the framework of a Cooperative Activity the Parties shall give preference to Software licensed under “open source” conditions.

Article 13 Access Rights

The Parties shall grant to each other access rights to Background and/or Foreground insofar as such Background and/or Foreground is Needed to carry out Cooperative Activities or to use Foreground.

The Parties may exclude specific Background from access rights. Each Party shall inform the other Parties as soon as reasonably possible of any conditions or restrictions in relation to its Background.

Access Rights shall be requested in writing, except for Licensed Software where access shall be granted automatically subject to acceptance the requesting Party of the existing

license conditions. The Party requesting access rights shall submit its request directly to the Party requested to grant access rights stating the need and the access rights requested. Access Rights shall be subject to a written agreement between the Parties concerned defining the applicable terms and conditions.

Unless otherwise agreed between the Parties the following principles shall apply:

- Access rights hereunder shall be granted on a non-exclusive basis.
- Access rights to Licensed Software shall be provided under license conditions applying to such Software.
- Access rights hereunder shall not include the right to sub-license.
- Access rights for software shall not include access to source code unless such access is Needed for the execution of a Cooperative Activity.
- Access rights to Background and/or to Foreground Needed by a Party to carry out Cooperative Activities shall be granted on a royalty free basis.
- Access rights to Background or to Foreground needed by a Party for commercial use of its own Foreground shall be granted under reasonable and non-discriminatory conditions. Each Party shall be entitled to grant to any other Party or to any third party a license to use any minor amount of Foreground owned by another Party unavoidably incorporated into-, or amalgamated with its own, taking into account however the legitimate interest of the owner of such Foreground.
- Foreground for internal research or teaching purposes shall be granted on a royalty free basis.

Article 14 Publications

Unless otherwise specified with regard to a specific Cooperative Activity and subject to the provisions below each Party shall be free to publish its Foreground.

Where a Party's contemplated publication contains Background or Foreground generated by another Party the first Party shall seek the other Party's prior written approval not to be unreasonably withheld. If the other Party opposes the publication, it shall indicate its reasons for doing and request modifications or specific modalities of publication taking into account possible protection of IP. In case of disagreement between the Parties concerned regarding a publication, the case shall be submitted to the CB for arbitration.

Nothing in this CA shall be construed as conferring any rights to the Parties to use the name(s) or logo of the other Parties without prior agreement in writing of the Party(ies) concerned.

Authorship shall be duly acknowledged.

Article 15 Settlement of Disputes

The Parties shall consult with each other on any dispute arising out of the interpretation or implementation of this CA. The Parties shall make their best efforts to settle disputes promptly through consultation.

Any issue not settled through such consultations may be submitted by the Parties to a mutually acceptable form of dispute resolution such as conciliation, mediation or arbitration.

Article 16 Language

This CA is drawn up in English which language shall govern all documents, notices and meetings for its performance and application and/or extension or in any other way relative thereto.

Article 17 Duration

This CA enters into force once it has been signed by at least 5 (five) Parties and remain in effect until its termination by the Parties.

Provisions of this CA shall survive its termination to the extent necessary to enable the Parties to prevail themselves of any rights or obligations which have accrued prior to termination.

Annex I: Components List

Following is the list of the current gLite components and services that are deployed or about to be deployed on the production infrastructure, together with the contributing partners (mainly from the JRA1 home page <https://twiki.cern.ch/twiki/bin/view/EGEE/Egee3Jra1>):

1. VOMS and VOMSAdmin (INFN)
2. Proxy and attribute certificate renewal (CESNET)
3. Shibboleth interoperability: SLCS, VASH, STS (SWITCH)
4. LCAS/LCMAPS (NIKHEF)
5. gLExec (NIKHEF)
6. Delegation Framework (CERN, HIP, University of Manchester)
7. CGSI_gSOAP (CERN)
8. gsoap-plugin (CESNET)
9. Trustmanager (HIP)
10. Util-java (HIP)
11. Gridsite (University of Manchester)
12. Authorization Framework (HIP, INFN, NIKHEF, SWITCH)
13. BDII (CERN)
14. GLUE Schema (CERN)
15. RGMA (STFC-RAL)
16. CREAM (INFN)
17. CEMon (INFN)
18. BLAH (INFN)
19. WMS (INFN, ElsasDatamat)
20. LB (CESNET)
21. DPM (CERN)
22. GFAL (CERN)
23. LFC (CERN)
24. FTS (CERN)
25. lcg_utils (CERN)
26. EDS and Hydra (HIP)
27. StoRM (INFN/IT)

28. DGAS (INFN/IT),
29. APEL (SFTC-RAL/UK).

Annex II: Entities invited to sign this CA

1. CERN (Delegation Framework, CGSI_gSOAP, BDII, GLUE Schema, DPM, GFAL, LFC, FTS, lcg_utils; ETICS),
2. INFN/IT (VOMS and VOMSadmin, Authorization Framework, CREAM, CEMon,
3. BLAH, WMS, StoRM, DGAS; ETICS),
4. CESNET/CZ (Proxy and attribute certificate renewal, gsoap-plugin, LB),
5. SWITCH/CH (Shibboleth interoperability: SLCS, VASH, STS, Authorization Framework),
6. NIKHEF/NL (LCAS/LCMAPS, gLExec, Authorization Framework),
7. UH-HIP/FL (Delegation Framework, Trustmanager, Util-java, Authorization Framework),
8. STFC-RAL- University of Manchester /UK (APEL, RGMA, delegation Framework, Gridsite),
9. Elsag-Datamat,
10. PNPI (ex SA3, expressed interest for gLite Consortium),
11. CESGA (ex SA3, expressed interest for gLite Consortium),
12. CSIC (ex SA3, expressed interest for gLite Consortium),
13. ASGC/TW (ex SA3, expressed interest for gLite Consortium),
14. TCD/IE (ex SA3, expressed interest for gLite Consortium),
15. GRNET/GR (ex SA3, expressed interest for gLite Consortium),
16. KISTI (ex SA3, expressed interest for gLite Consortium).