

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

by and between

..... (*name of Research Institution or Industry*) at (*address*)

duly represented by (*authorized representative*),

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

hereafter referred to as the “Party”

and the other signatories of this Collaborative Agreement

Preamble

The transition from the project-based model behind the *Enabling Grid for E-Science* (EGEE) series to the sustainable, persistent model of the *European Grid Initiative* (EGI) must address the responsibilities for the maintenance and development of the software (commonly named gLite *middleware*) that enables access to shared resources, such as computing, storage, databases and devices. This transition requires the European middleware providers in EGEE to establish a new organizational framework for the EGI era.

The **gLite** Open Collaboration (in the following referred to as the “Collaboration”) will have 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. As a baseline it will take the coherent set of gLite services deployed in EGEE and developed during nearly ten years of continued effort and as deployed today in the world’s largest e-Infrastructure.

The Collaboration will:

- Maintain the gLite brand, related names and software products on behalf of its community;
- Coordinate on behalf of the gLite community the continued development, promotion and adoption of the integrated set of services which constitute the gLite Middleware;
- Provide a unique interface for the gLite community to rest of the world.

Furthermore, the Collaboration will work 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 the EGI;
- Provide community support, through mailing lists, discussion forums, help, training, documentation, etc.

These objectives should be funded through national, international, commercial, or volunteer activities undertaken by the **gLite** Open Collaboration

This Collaboration Agreement should enable its Parties to reach these goals during the transition process from EGEE to EGI.

This CA is **not** legally binding but the Parties understand and agree that the success of the future activities depends on all Parties adhering to its provisions.

If in the future a need for a more formal legal entity should become apparent, this Collaboration can be used as the mechanism for discussion and implementation.

Article 1. Definitions

For purposes of this CA:

- a) “Parties” mean the signatories of this CA.
- b) “The **gLite** Council” (in the following, briefly, “Council”) means the Council as defined in Article 5 of this CA.
- c) The **gLite** Open Collaboration” (in the following, briefly, “Collaboration”): the Parties to this CA forming the Collaboration managed by the Council as defined in Article 5.
- d) “EGI” means the European Grid Initiative as defined in the EGI Blueprint.
- e) “EGI DS” means the EGI Design study, a project co-funded by the EC in the framework of FP7.
- f) “EGI.eu organization” means the European legal Entity coordinating the EGI activities.
- g) “EGI Policy Board” means the EGI Policy Board created by EGI DS.
- h) “NGI” means an entity fulfilling the criteria defined in article 2.3.1 of Annex 1 of the EGI MoU (the EGI Blueprint).
- i) “Cooperative Activities” mean all the activities performed in the framework of this CA and decided as needed by the Council.
- j) “Activity” is a small organizational unit being undertaken on behalf of the Collaboration that could encompass software development, documentation, training, release integration, etc.
- k) “Individual Contributor” is an individual who contributes to one or more Activity. They will probably be affiliated to one of the Parties, but may be individuals which are not part of any organisation being a Party of the Collaboration.
- l) “Technical Board (TB)” is the Collaboration’s primary technical decision making body containing a representative from each Activity within the Collaboration.
- m) “EC” means the European Commission.
- n) “Unified Middleware Distribution (UMD)” is a common approach in EGI for handling the grid middleware. UMD defines components, processes, involved parties etc. in order to guarantee the infrastructure to get reliable middleware in terms of both functionality and quality.
- o) “Observer” is a Research Institution or Industry which makes no contributions and has no voting rights. Observers are not Party to this CA.
- p) “EUGRIDPMA” designates the EU Grid Policy Management Authority for Grid Authentication in e-science (cf. <http://www.eugridpma.org>).
- q) “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).
- r) The “European Middleware Initiative” or “EMI” is an activity of the 3 major European Grid Middleware Consortia (gLite, ARC, and UNICORE) together with other grid middleware developers to provide a production quality grid middleware for EGI.
- s) “Intellectual Property” shall mean inventions, designs, specifications, information, techniques, know-how, patents, formulae, data, methods, processes, copyright,

trademarks, software, materials, moral rights, database rights, confidential information or any other intellectual or industrial property right of any nature whatsoever in any part of the world (including the right to apply for the foregoing).

- Collaboration activity is any activity approved by the Council involving a number of Parties who will be entitled to use the gLite brand, related names and software products on behalf of the gLite Open Collaboration;

Article 2. Parties to the CA

Universities, Research Institutions or Industries having contributed to gLite can become initial Parties to this CA through its signature.

New Parties can be admitted by the Council, provided they fulfil the accession conditions as set under Art. 5-d).

Article 3. Purpose of this CA

The purpose of this CA is to provide an organizational framework for the Collaboration.

The Parties shall in particular:

- Select and appoint a chair of the Council;
- Select and appoint a Technical Director to coordinate the Collaboration activities and report to the Council;
- Prepare and submit responses to calls for proposals by the EC in the Framework of FP7 and subsequent programmes.

Article 4. Obligations of the Parties

To achieve the purpose of this CA the Parties shall:

- a) Carry out the Cooperative Activities,
- b) Ensure a smooth transition from the present EGEE III gLite activities (JRA1 and SA3) towards the future gLite Open Collaboration;
- c) Coordinate the maintenance, evolution and integration of the set of software services provided by the gLite Collaboration in response to requirements from its user community and EGI (e.g. platform updates or additions, scalability, new technologies, etc).

Article 5. Council

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

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

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

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

The Council 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 Council may invite experts without voting rights if it deems appropriate.

Universities, Research Institutions and Industries who are not yet Parties may attend 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 Council shall in particular:

- a) Define the mandate of, select and appoint the Technical Director of the gLite Collaboration in accordance with procedures defined by the Council;
- b) Approve and assign Cooperative Activities;
- c) Approve proposals for responses to calls for proposals by the EC if submitted as a Collaboration activity;
- d) Decide on specific conditions for accession;
- e) Decide on the consequences of withdrawals;
- f) Adopt proposals to the Parties for amendments to this CA and amend the CA;
- g) Decide upon the termination of this CA;
- h) Take such other decisions as may be necessary to fulfil the purpose the CA.

A Full Member of the Council will be those Parties who, during EGEE-III, have contributed more than 2 FTE/year of unfunded effort across the JRA1 and SA3 activities. Other Parties, having contributed less than this effort will initially be Associate members of the Council. This

status should be reviewed annually, or on request of a Party should the effort provided by that Party be increased above the threshold.

Each Full Member will have one vote in the Council. Associate members will have no voting right.

Decisions shall be taken by a majority of fifty percent (50%) of the votes cast with the following exceptions:

1. Decisions under point a) above require a majority of two thirds (2/3) of the votes cast.
2. For decisions on points d), f), and g), the Council shall make its best endeavours to reach unanimity. If unanimity cannot reasonably be reached decisions shall be taken by a majority of two thirds (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 Council meeting may be convened within thirty (30) calendar days where the decision may be re-submitted to a vote.

Article 6. Accession

Universities, Research Institutions and Industries may accede to this CA by accepting and signing this CA as well as any specific conditions for accession that may be defined by the Council (Art 5-d).

Article 7. Withdrawal

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 which survive termination. The withdrawing Party shall no longer be entitled to vote in the Council as from the date of its notice of withdrawal.

Article 8. 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 9. 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 CA. Each Party shall

hold the others free and harmless from any claims relating to transactions, disputes or claims it has entered into with third Parties.

Article 10. Personnel and Equipment

Each Party shall take all reasonable steps and use its best efforts, within applicable laws and regulations, to facilitate entry to and exit from its territory of persons, material, data, and equipment involved in or used in collaborative activities under this CA.

Article 11. Ownership of Equipment

All equipment purchased or fabricated using funds of a Party or its collaborating institution remains the property of that Party or its collaborating institution and shall be subject to the property management system of that Party or its collaborating institution. It is the intent of the Parties that all equipment purchased or fabricated by a Party or its collaborating institution and incorporated into the Collaboration central equipments would remain within these until it is determined by the Council that such equipment is no longer needed. At that time the property would be returned to that Party or its collaborating institution at their expense.

Article 12. Intellectual Property Rights and Licensing

The copyright of the software and other material (e.g. documentation, training material ...) contributed to gLite remains with the Party or Parties having developed or provided the software or material. This includes in particular the gLite software developed so far by the EGEE project series.

Rights and obligations of the Parties with regard to intellectual property shall be agreed in writing between the parties after consulting the Council.

The software developed as the result of the common activities of the Collaboration established upon the signature of this CA will be distributed under an Open-Source license that allows its commercial exploitation through distribution, extension, support, training, etc. The Apache License, version 2, (<http://apache.org/licenses/LICENSE-2.0>), currently adopted for most of the gLite software, is considered adequate for this purpose and is adopted.

The following are excluded from this CA:

- all past, present or future intellectual property not jointly developed by the Parties;
- all past, present or future intellectual property owned and developed by the individual Parties, its members, clients, users, associated agents and contractors.
- all past, present or future Intellectual Property not developed by the same specific principal researcher (and his/her research group) employed by a Party who was said Party's principal researcher for the EGEE series.

The remaining allocation and protection of intellectual property rights under this CA shall be in accordance with the annexes which would be negotiated by each party in the future. The annexes will form an integral part of this CA.

Article 13. Publications

All scientific and technological results produced by the activities covered by this CA shall be in the public domain. Publication will be collaborative, although all Parties independently have the right to publish information in part or in whole under condition that they inform in writing the other Parties of their intention to do so. Consent to publish may be denied in writing by a Party if proprietary information is involved. Disputes shall be settled within the Council. All publications shall mention “gLite Open Collaboration” and shall indicate the contribution made by each Party.

Article 14. Settlement of Dispute

- a) All Parties subject to this CA shall approach all activities in the spirit of mutual cooperation befitting the common scientific goals.
- b) 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.
- 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 15. Amendments/Annexes

This CA may be modified or amended as deemed necessary by agreement of Parties as specified in art. 5.

Article 16. Language

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

Article 17. Duration

This CA enters into force once it has been signed by at least 5 (five) Parties.

It shall remain in effect until its termination by the Parties.

Article 18. Components List

Annex 1 contains 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>)

The corresponding initial list of candidate charter members is listed in Annex 2.

The annexes to this CA can be changed or modified by a Council agreement taken with a simple majority.

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, UH.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, ElsigDatamat)
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).
30. AMGA (KISTI)

Annex II: Candidate Signatories

The candidate Charter Members of this CA are:

From Jra1:

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, BLAH, WMS, StoRM, DGAS; ETICS),
3. CESNET/CZ (Proxy and attribute certificate renewal, gsoap-plugin, LB),
4. SWITCH/CH (Shibboleth interoperability: SLCS, VASH, STS, Authorization Framework),
5. NIKHEF/NL (LCAS/LCMAPS, gLExec, Authorization Framework),
6. UH-HIP/FI (Delegation Framework, Trustmanager, Util-java, Authorization Framework, Hydra and EDS),
7. STFC-RAL- University of Manchester /UK (APEL , RGMA, delegation Framework, Gridsite),
8. **Elsag-Datamat**

From SA3:

1. PNPI (ex SA3, expressed interest for gLite Consortium),
2. CESSGA (ex SA3, expressed interest for gLite Consortium),
3. CSIC (ex SA3, expressed interest for gLite Consortium),
4. ASGC/TW (ex SA3, expressed interest for gLite Consortium),
5. TCD/IE (ex SA3, expressed interest for gLite Consortium),
6. GRNET/GR (ex SA3, expressed interest for gLite Consortium),
7. KISTI (ex SA3, AMGA, expressed interest for gLite Consortium),
8. UCY (ex SA3, expressed interest for gLite Consortium),