

**INDIGO-DC SOFTWARE
COLLABORATION AGREEMENT
V1.3**

November 2018

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1 Introduction

The INDIGO-DC Software Catalogue is a catalogue of open source software components that follow the Architecture defined by the INDIGO-DataCloud project, funded by the European Union under the Horizon 2020 Framework Program with Grant Agreement 653549. The initial list of these components is found in Appendix 1. The INDIGO-DataCloud architecture allows to build an open source data and computing platform targeted at scientific communities, deployable on multiple hardware and provisioned over hybrid, private or public, e-infrastructures.

The INDIGO-DC Software Catalogue may be used to extend existing IaaS and PaaS solutions, allowing public and private e-infrastructures, including for example those provided by EGI, EUDAT, Helix Nebula, to integrate their existing services and make them available through AAI services compliant with GEANT's inter-federation policies¹, thus guaranteeing transparency and trust in the provisioning of such services. The INDIGO-DC Software Catalogue also provides a flexible and modular presentation layer connected to the PaaS and SaaS frameworks that was initially developed within the INDIGO-DataCloud project, allowing innovative user experiences and dynamic workflows, also from mobile appliances.

This Collaboration Agreement (hereafter referred to as „Agreement“) targets to further develop the INDIGO-DataCloud architecture, the original INDIGODataCloud Software Catalogue as well as the „INDIGO brand“ beyond the lifetime of the INDIGO-DataCloud Project, through a not-for-profit, liability-free

¹ See https://www.geant.org/Services/Trust_identity_and_security/eduGAIN

mutual collaboration (hereafter referred to as „Collaboration“) between providers of INDIGO-DC software components (hereafter jointly referred to as „Parties“ or individually as „Party“).

2 Purpose and Scope of the Agreement and the Aim of the Collaboration

The purpose of this Agreement is to define Parties' rights and responsibilities regarding the Collaboration. These shall form the fundamental basis of the partnership.

This Collaboration has been initiated within the framework of the H2020 funded INDIGO-DataCloud project and shall be continued without financial support from the European Union. It is therefore open to new initiatives and new parties willing to contribute, extend or maintain the INDIGO-DC software components.

This Agreement is neither legally nor financially binding toward the Parties. This Agreement does not constitute any partnership or shareholder agreement. It only summarises the rights and duties of the Parties as to a mere collaboration for the purpose stated above.

3 Benefits for the Parties

The Parties to this Agreement may benefit from the following:

- Use, co-development and support of software components which are part of a well-established and known Service Catalogue and Architecture, originally made available with the official INDIGO-2 "ElectricIndigo" release, described on and downloadable from <http://repo.indigodatacloud.eu>.
- Exploitation of well-established dissemination channels and simplification of user outreach, for example for the implementation or definition of new services².

² There are several dissemination channels that members of the INDIGO-DC agreement may exploit. For example, many components that are part of the INDIGO-DC Agreement are part of the EOSC-hub project, and dissemination or exploitation opportunities that arise in that project can be easily communicated to members of the INDIGO-DC Agreement. Also, the three Horizon 2020 projects INDIGO-DataCloud, eXtreme-DataCloud and DEEP-Hybrid DataCloud teamed up to form a project group that submitted a successful application to the EC-funded Common Dissemination Booster (CDB) program – see <https://www.trust-itservices.com/common-dissemination-booster>. The CDB is explicitly meant to disseminate a product portfolio including the outcomes of the project group. Since many of the outcomes of the INDIGO-DataCloud projects are part of the INDIGO-DC Agreement, the dissemination opportunities available through the CDB will be also made available to the parties of the INDIGO-DC Agreement.

- Stronger influence on larger initiatives exploiting the results of the INDIGO-DataCloud project (such as the EOSC-Hub project).
- Common work and collaboration for the preparation of new proposals and for the exploitation of opportunities that may arise.

4 Parties responsibilities and rights, requirements for the components

The Parties agree to contribute to the development of the components of the INDIGO-DC Software Catalogue (listed in Appendix 1 to this Agreement) and to maintain, through correction of critical issues, the components they agree to support, within the duration of this Agreement.

The components will have their own lifecycle, the minimal requirements with regard to compatibility within a common release (hereafter referred to as the INDIGO-DC Software Release), and compliance with the minimally agreed SQA requirements. These will be defined, together with QoS mechanisms and verification procedures, by the Parties of this Agreement.

The INDIGO-DC Software Release, which will include deployable artifacts of the INDIGO-DC Software Catalogue, will be announced at least 6 months in advance to all the Parties by the INDIGO-DC Steering Committee, defined below.

The Parties may propose new components or remove existing ones from subsequent releases of the INDIGO-DC Software Catalogue. The decision of removal or addition of the components will be decided by the INDIGO-DC Steering Committee.

5 INDIGO-DataCloud Software Catalogue

The INDIGO-DC Software Catalogue will be revised at least once a year. Each new or updated version of the Catalogue will be approved by the INDIGO-DC Steering Committee. All Parties have to agree on the updated version of the Catalogue and its architecture.

6 INDIGO-DC Brand

The „INDIGO-DC“ Brand, consisting of the INDIGO-DC name and logo³, was initially established in the context of the Horizon 2020 INDIGO-DataCloud project.

Each of the Parties of this Agreement shall have the right to use this Brand for the unmodified components included in the INDIGO-DC Software Catalogue. This right refers to separate components as well as to the combined set of components.

7 Governance

The organisational structure of this Collaboration shall comprise the following Bodies:

- The INDIGO-DC Collaboration Committee, as the decision-making body of the Collaboration.
- The INDIGO-DC Steering Committee, as the supervisory body elected by the Collaboration Committee.

7.1 INDIGO-DC Collaboration Committee (hereafter referred to as „CC“)

Mission and Scope

The CC shall be free to propose its own initiatives and take decisions.

The following decisions shall be taken by the CC:

- Appointment of the members of the INDIGO-DC Steering Committee (for a 2-year period).
- Termination of a Party's participation in this Agreement, in case a Party does not fulfil its responsibilities, as described in section 4. In particular, when a Party refuses to support a component it had committed to for a period of at least three (3) months.
- Decisions concerning the admission of a new Party to this Collaboration.
- Changes to the Annexes to this Agreement.
- Establishment of agreements with external projects in respect to collaboration related to the INDIGO-DC Software Catalogue. For example,

³ „INDIGO-DC“ is the name given to this Agreement. Note that registration of the INDIGO-DC name is not foreseen as part of this Agreement. „INDIGO-DataCloud“ is the name of the Horizon 2020 project. The INDIGO-DC Agreement may or may not include all partners that were part of the INDIGODataCloud Consortium; it may also include partners that were not in the INDIGO-DataCloud Consortium.

agreements may be related to the inclusion of additional components or services into the INDIGO-DC Software Catalogue, their support and their possible integration with the existing components. Note that these agreements do not imply legally binding tasks for the Parties.

CC Members

The CC shall consist of one representative of each Party (hereafter referred to as „CC Member“).

A Party, which is a Member of the CC, should be present or represented at any meeting, may appoint a substitute or a proxy to attend and vote at any meeting, and shall participate in a cooperative manner in the meetings.

CC Chair

The Chair of the CC shall be elected from among CC Members by a majority of two-thirds (2/3) of the CC Members for two years and can be re-elected. The Chair shall be entitled to represent the Collaboration in presenting INDIGO-DC to external entities and in discussing possible forms of collaborations between INDIGO-DC and other initiatives; the CC Chair can appoint another CC Member to perform this duty. The CC Chair shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the Collaboration.

Meetings

The CC shall have a meeting at least once a year (possibly remote); an extraordinary meeting may be arranged upon written request of one-third (1/3) of the CC Members.

Motions and voting

The CC shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum). If the quorum is not reached, the Chair of the CC shall convene another ordinary meeting within 14 calendar days. If also in this meeting the quorum is not reached, the CC Chair shall convene an extraordinary meeting within 7 days, which shall be entitled to decide even if less than the quorum of Members are present or represented.

Each Member of the CC present or represented shall have one vote.

Decisions shall be taken by a majority of two-thirds (2/3) of the vote cast.

7.2 INDIGO-DC Steering Committee (hereafter referred to as „SC“)

Mission and Scope

The following responsibilities are in scope of the SC:

- Dissemination and information activities related to the INDIGO-DC Software Catalogue and brand via web-pages and other channels on behalf of the Collaboration under the INDIGO-DC brand.
- Information flow between Parties in relation to software developments plans and status of the components from the INDIGO-DC Software Catalogue. - Synchronization (and selection of the components) of the overall INDIGODC Software Release (at least once a year) consisting of the updated Software Catalogue.
- Individual agreements with the Parties regarding the maintenance of the components.
- Monitoring of the effective and efficient implementation of this Agreement.
- Changes in the catalogue of maintained components. The initial list of components is listed in Appendix 1 to this Agreement.

SC Members and election

The CC shall elect the SC. The SC shall consist of 7 representatives of the Parties. All Parties representatives shall have the possibility to take part in the SC meetings (non-voting).

SC Chair

The Chair of the SC shall chair the SC meetings, or appoint another SC Member in case he/she cannot attend a SC meeting.

Meetings

The SC shall meet at least once every two months (remote meetings).

8 Financial Provisions

Except as agreed otherwise in written form by the Parties, each Party shall bear the costs of its participation in this Collaboration.

9 Liability

The Parties shall properly perform, to the best of their knowledge and taking into account the current state of the art, all work assumed by them under the Collaboration. The Parties shall not assume any warranty for a concrete research and development result being achieved, for the work results being suited for commercial exploitation and/or technical application, and for the absence of rights

of third parties. As soon as such property rights become known to one Party, however, he shall inform the other Parties accordingly.

Except as provided in this Article 9, each Party shall bear its own loss and damage in connection with the execution of this Agreement.

A Party shall indemnify the other Parties for their loss and damage resulting from gross negligence or willful misconduct by a responsible Party.

Except in case of willful misconduct, the Parties shall not be liable to each other for any consequential loss or damage, such as loss of income or of availability of data or installations.

Notwithstanding anything stated in this Article, each Party shall hold the other Parties free and harmless from any liability for loss and damage incurred by third parties as a result of acts or omissions by the former Party.

The Parties shall properly perform, to the best of their knowledge and taking into account the current state of the art, all work assumed by them under the Collaboration. The Parties shall not assume any warranty for a concrete development result being achieved, for the work results being suited for technical application, and for the absence of rights of third parties. As soon as such property rights become known to one Party, however, he shall inform the other Parties accordingly.

10. Confidentiality

The Parties agree to execute this Collaboration in a spirit of openness. However, where, exceptionally, confidentiality is required, the following provisions shall apply:

Each Party shall treat as confidential any information provided to it by another Party that is designated as confidential. Except as agreed otherwise in writing, this obligation shall continue for a period of five (5) years from the date of termination of or withdrawal from this Agreement.

The receiving Party shall:

- not use confidential information for any other purpose than for the execution of this Agreement;
- limit the circle of recipients of such confidential information on a need-to-know basis and ensure that the recipients are aware of and comply with the obligations as specified in this Article.

No confidentiality obligation shall apply to information which:

- the receiving Party demonstrates was in the public domain prior to its communication by the disclosing Party;
- became part of the public domain after such communication but not through any fault of the receiving Party;
- was already in possession of the receiving Party at the time of signature of this Agreement;
- has been lawfully received by the receiving Party from a third party without any confidentiality obligation; or
- has been developed by the receiving Party independently and outside the scope of this Agreement.

Insofar as a legal duty to publish results cannot be restricted or if information have to be disclosed as a result of a legal obligation, court order or order of an authority, such publication or surrender is not a breach of this confidentiality obligation. Apart from that, the obligation as to Sec. 10, paragraph 2 stays unaffected.

Each Party shall have the right to publish his own Results. When doing so, appropriate reference shall be made to the Collaboration. The Parties shall be obliged to inform the other Parties in advance of the intended publication.

Publications containing confidential information of other Parties shall require the prior approval of the respective Party which must not be unreasonably refused. In case the respective Party does not object to the publication submitted to him within a period of four weeks upon receipt, this approval shall be deemed to have been granted.

Approval shall not be required, if a Party, in fulfilling his legal obligation to publish research results, publishes basic scientific statements or knowledge only, which do not represent any business secrets of the respective Party.

In case of doctoral or post-doctoral lecture qualification projects, the Party having the right of approval shall observe the legal obligations and justified interests of the doctoral student or post-doctoral lecture qualification candidate and of the Party supervising the student or candidate.

11 Intellectual Property Rights

(1) Intellectual property is knowledge protected under intellectual property law by patent rights, copyrights and similar rights. Intellectual property includes but is not limited to inventions, technical data and software as well as applications for protection the same.

(2) Title in intellectual property developed solely by a Party in the performance of joint activities under this Agreement shall be vested in that Party.

(3) Should activities within the scope of this Agreement lead to the creation of joint intellectual property, the Parties will decide in advance in collaborative contracts or appropriate written arrangements for the protection and allocation as to the ownership and disposition of those rights

(4) Each Party shall retain all rights to its existing intellectual property and to any developments of such intellectual property, where such developments are made outside the scope of this Agreement or are within the scope of this Agreement, but are made solely by that Party to its own pre-existing intellectual property without any input, guidance or recommendation from the other Party.

(5) The right to use of the INDIGO-DC Software Catalogue and its components is granted under the Open Source License. the right to use, ownership and intellectual property rights in and to the Results shall be governed by the terms and conditions of such license.

(6) The Parties shall inform each other about conflicting rights of third parties, as soon as they obtain knowledge thereof.

12 Term and Termination of the Agreement

12.1 Effective date

This Agreement shall be deemed effective when at least three Parties have signed this Agreement (hereinafter the "Effective Date").

12.2 Term of the Agreement

The Agreement shall be effective as of the Effective Date and shall remain in force and effect, unless less than three Parties remain parties to this Agreement, for an initial period of 2 years, after which the Parties may agree to renew this Agreement by signing a written supplementary agreement.

12.3 Termination by a Party

Each Party can withdraw from this Agreement at any time before the end of the term by giving at least three months' notice in writing to the INDIGO-DC CC.

12.4 Termination by INDIGO-DC CC

The INDIGO-DC CC may terminate this Agreement by giving at least three months' notice in writing to the Parties.

12.5 Consequences of Termination of the Agreement

Provisions concerning intellectual property rights and confidentiality shall survive the termination of this Agreement.

In case a Party leaves the Collaboration, he is still obliged to the other Parties concerning earlier work as to the provisions of this Agreement. The obligation of the remaining Parties to a leaving Party according to Sec. 11 of this Agreement shall apply to [Results / Intellectual Property Rights] developed and /or applied for prior to the withdrawal of this Party exclusively. The obligation of the remaining Partners to the leaving Partner according to Sec. 10 of this Agreement shall continue to be valid.

13 General Provisions

13.1 Attachments

List of the attachments to the document includes:

- Appendix 1: INDIGO-DC Software Catalogue
- Appendix 2: INDIGO-DC Logo
- Appendix 3: New Party Accession Form

13.2 Amendments

Changes to this Agreement and to all amendments and Appendixes to this Agreement have to be agreed upon in writing and shall be signed by the Parties.

Should a provision of this Agreement be or become invalid, this shall not affect the validity of the remaining provisions of this Agreement or the Agreement as a whole. The said provision shall be replaced retroactively by a new legally valid provision, the result of which shall reflect as much as possible the invalid provision which it will replace.

Neither Party shall have the right to make legally binding declarations with effect for other Parties or for the Parties together or to enter obligations without these Parties' prior express approval in writing.

Rights, except for property rights or shares in them, and obligations arising from this Agreement shall not be assignable without the prior approval in writing by the other Parties.

The present Agreement shall leave the EU-CA as well as the obligations of the Parties towards the European Union with respect to the INDIGO-DC-Project unaffected. Nonetheless, it will replace any and all oral or written Agreements

made by the Parties with respect to the further Collaboration prior to signing this Agreement.

14 Signatures

Authorized representative's signatures of each of the Parties, including the day and year written on the individual signature page.

Appendix 1: The INDIGO-DC Software Catalogue

The following is the list of INDIGO-DC components covered by this Agreement, together with the initial set of institutions who have agreed to support each component.

- Infrastructure Manager (IM) – Supported by Universitat Politècnica de València (UPV)
- CMDB – Supported by Akademickie Centrum Komputerowe CYFRONET AGH
- SLAM – Supported by Akademickie Centrum Komputerowe CYFRONET AGH
- CloudProviderRanker – Supported by Istituto Nazionale di Fisica Nucleare (INFN)
- Onedata – Supported by Akademickie Centrum Komputerowe CYFRONET AGH
- IAM – Supported by Istituto Nazionale di Fisica Nucleare (INFN)
- PaaS Orchestrator – Supported by Istituto Nazionale di Fisica Nucleare (INFN)
- Mesos integration (TOSCA templates and related configuration) – Supported by Istituto Nazionale di Fisica Nucleare (INFN)
- FutureGateway – Supported by Istituto Nazionale di Fisica Nucleare (INFN)
- OpenMobileToolkit – Supported by Poznań Supercomputing and Networking Center (PSNC)
- CDMI server and QoS on storage – Supported by Karlsruher Institut für Technologie (KIT) and Deutsches Elektronen-Synchrotron (DESY)
- TOSCA Templates – Supported by all the respective authors in <https://github.com/indigo-dc/tosca-templates>
- CloudInfoProvider – Supported by EGI.eu
- Orchent – Supported by Karlsruher Institut für Technologie (KIT)
- WaTTS – Supported by Karlsruher Institut für Technologie (KIT)
- CLUES – Supported by Universitat Politècnica de València (UPV)

- Ophidia – Supported by Fondazione Centro Euro-Mediterraneo sui Cambiamenti Climatici (CMCC)
- OPIE – Supported by Consejo Superior de Investigaciones Científicas (CSIC)
- Docker support on IaaS – Supported by Consejo Superior de Investigaciones Científicas (CSIC)
- uDocker – Supported by Laboratório de Instrumentação e Física Experimental de Partículas (LIP)
- bDocker – Supported by Laboratório de Instrumentação e Física Experimental de Partículas
- PaaS Monitoring – Supported by Istituto Nazionale di Fisica Nucleare (INFN)
- OCCI (pOCCI, jOCCI, rOCCI) – Supported by CESNET
- Network Orchestrator Wrapper – Supported by CESNET
- INDIGO Kepler – Supported by Poznań Supercomputing and Networking Center (PSNC)
- dCache – Supported by Deutsches Elektronen-Synchrotron (DESY)

Appendix 2: The INDIGO-DC Logo

The following is the INDIGO-DC Logo:



Appendix 3: New party Accession Form

[full name and legal form of the new party], represented for the purpose hereof by *[name of legal representative) (function) [and/or (name of legal representative), (function)],* or her/his/their authorised representative, established in

(full address: city/state/province/country (person legally authorised to act on behalf of the legal entity)]

acting as its legal authorised representative, hereby consents to become a party of the INDIGO-DC Software Collaboration Agreement and accepts in accordance with the provisions of the aforementioned agreement all the rights and obligations of a beneficiary.

Done in 2 copies, of which one shall be kept by the Chair of the Collaboration Committee and one by *[name of the new party]*.

Name of Legal Entity [full name of the beneficiary] Name
of legal representative(s): (written out in full) Signature
of legal representative(s):
Date:

Stamp of the organisation

Name of Legal Entity [full name of the entity of the Chair of the Collaboration
Committee]

Name of the Chair of the Collaboration Committee: (written out in full)

Signature of Chair of the Collaboration Committee Date:

Stamp of the organisation