



**MEMORANDUM OF AGREEMENT FOR STRATEGIC COOPERATION
BETWEEN BSC-CNS AND METEO FRANCE**

Date: October 2015



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1. Introduction

This is a Memorandum of Agreement for Cooperation between [Barcelona Supercomputing Center - Centro Nacional de Supercomputación](#) (Hereinafter referred to as "BSC-CNS") and Météo-France / Centre National de Recherches Météorologiques (Hereinafter referred to as METEO FRANCE).

Objectives

The overall objective of this Memorandum is to define a preliminary framework under which METEO-FRANCE and BSC-CNS propose to work on certain collaboration activities. More specifically, there are number of general objectives indicated below:

- The parties will increase collaboration in several ways. One of the possible methods is to facilitate the temporary exchange of researchers. In particular the parties intend to share scientific experience, information and expertise related with climate prediction and analysis.
- The parties will promote competence development in each country, for example by organising joint workshops, presentations and lectures.
- The parties will look for joint projects in areas, which are of interest for the both parties.
- The intention is for METEO FRANCE and BSC-CNS to work in this collaborative effort for an initial period of two (4) years, which may be extended upon mutual consent of the parties. The scope of the intended projects may change to reflect future goals and strategies of the parties.

It is also important to ensure that the specific collaboration activities and projects are beneficial and of interest to both METEO FRANCE and BSC-CNS. To accomplish this, the parties intend to define a Collaboration Management model with an organizational structure and set of processes to facilitate the decision making process and govern the collaboration activities over the term of the proposed collaboration. These processes may include regularly scheduled executive and technical meetings to review the status and progress of this relationship.

2. Joint Responsibilities

Under the proposed relationship, the parties jointly intend to:

- actively participate in the collaboration under the agreed collaboration management model;
- establish the policies and procedures for the management of the collaboration;
- if needed, include additional scientific or industrial collaborators, such as customers of each center
- develop a mutually agreed joint press release to communicate the intent of the parties to form a collaboration consistent with the contents of this Memorandum.

3. Intellectual Property

The parties recognise that the parties' intellectual property rights in all intellectual property, including but not limited to copyright, trade secret, inventions, ideas, concepts, techniques, know how, industrial rights and patents ("IP"), will be defined case-by-case in written agreements.

The parties also recognise that the treatment of IP created in connection with the proposed collaboration may vary depending on the nature of the collaborative project.

4. Proposed Collaboration Management Model

This collaboration is intended to be managed through the following organisational structure which is proposed to consist of two key groups. Collaboration Team: comprising a METEO FRANCE collaboration manager and



a BSC-CNS collaboration manager and additional persons working in joint activities between METEO FRANCE and BSC-CNS. This team would oversee the execution of projects and research activity.

5. General terms covering our discussions in connection with this Memorandum

5.1 Confidentiality

- The results or the software acquired within the framework of this agreement and all information exchanged may be used by the partners only for their scientific needs. No disclosure or transfer to any third party, in whole or in part, shall be effectuated without the prior consent of the other party
For the avoidance of doubt, this shall be not apply to the Affiliate of a Party. Affiliates of a Party are:
 1. any legal entity directly or indirectly Controlling, Controlled by, or under common Control with that Party, for so long as such Control lasts; and
 2. any other legal entity that is listed in Annex 1 to this MOU as being an Affiliate of that Party, where such legal entity is:
 - (i) one in which that Party (or a legal entity qualifying as an Affiliate of that Party under (a) above) has a 50% equity share or is the single largest equity shareholder; or
 - (ii) under common Control with that Party, or a legal entity qualifying as an Affiliate of a Party under (a) above through government.
- Any exchange of information between any Member of BSC-CNS, or BSC-CNS, and METEO FRANCE, or any of the employees or researchers who are entitled to visit, shall be treated as confidential information and proprietary to the institution who has provided it. Confidential information does not include any information that is generally known within the industry, becomes common knowledge within the industry, is already in the possession of the recipient, or is disclosed pursuant to law. Each of the parties agree to be bound by the practices and procedures of the other party while on the premises of that party, or cause its Members and representatives to be so bound, to the extent that the practice or procedure does not conflict with any provision of this Memorandum.

5.2 Term and Termination

The initial period of this Memorandum is October, 2015 – September, 2019. At the end of each term this Memorandum will be prolonged automatically for one year. This Memorandum can be terminated at any time by METEO-FRANCE or BSC-CNS-CNS after a three month period after termination notice.

5.3 Nonexclusive Relationship

This Memorandum outlines a non-exclusive scientific relationship between BSC-CNS and METEO FRANCE. Nothing contained in this Memorandum shall be deemed to be a restriction of any type on either party's ability to freely compete or to enter into "partnering" relationships with other entities. In any event each party is free to pursue a similar business relationship with others at any time. The exchange of know-how and exchange of software may be restricted due to legal restrictions or other agreements with third parties.

5.4 Publications

Potential publications arising from joint ventures will acknowledge the contribution from both parties and be sent to the other party for comment and respective agreement. Receipt will be acknowledged.



Any of those contributors may object within 30 days of the notification to the envisaged activity if it considers that its legitimate interests in relation to its Foreground, Sideground, Background or Confidential Information, could suffer disproportionately great harm. In such cases, the opposing Party (ies) and the publishing Party shall use all reasonable endeavours to overcome such barrier to publication as quickly as possible. The publishing Party shall postpone the publication of such material until such barrier has been overcome. However, the maximum time of postponement shall be three (3) months from the date of the objection unless (exceptionally) the Parties involved agree to extend the postponement.

If there is still no agreement between the Parties at the end of these three (3) months and the Parties involved have not agreed to extend the postponement, each Party may act as it sees fit, taking responsibility for its own actions.

If no comments are received within 30 days, the approval will be deemed to have been given.

5.5 Funding

Each partner will bear its own costs within the scope of this contract unless otherwise mutually agreed. Parties may also apply joint projects to European Commission and international research programs. The parties will endeavour to raise funds for the exchange of researchers and common projects within national or international research programs. Host institutions could establish a contribution in order to cover part of stay costs.

5.6 Exchange of personnel

- As one mode of collaboration BSC-CNS and METEO FRANCE agree to promote exchange of personnel for a determined period of time. The personnel to be exchanged within the framework of the agreement will stay attached to its original employer. The realisation of the exchange is dependent of funding and availability of suitable persons. The time of the exchange can vary from a few days visits to several months.
- The hosting party shall arrange for appropriate working and accommodation conditions, but the placing employer shall be responsible for all costs of travel, accommodation and other expenses associated with such visit, including insurance coverages.
- Each of METEO FRANCE and the respective Members of BSC-CNS participating in activities supported by a hosting party will take all commercially reasonable efforts to cause any representatives, employees or researchers of METEO FRANCE or such Member to comply with all Spanish and French laws, rules and internal regulations appropriate to the jurisdiction of the hosting party. Each of participants in the collaboration and the respective Members of BSC-CNS will ensure that all representatives, employees or researchers of METEO FRANCE or a Member will have appropriate visas, permits, medical and personal insurance coverage while on site at the premises of the other party. METEO FRANCE or any Member of BSC-CNS shall be responsible for providing such visas, permits or coverage on behalf of any other or any of its representatives, employees or researchers.

5.7 Project Collaboration

- where the two parties can jointly prepare and apply for funding specific projects subject to defining scope of the project and respective obligations and the extent of funding;
- third parties could be invited into such project upon the mutual agreement of BSC-CNS and METEO FRANCE; and



- in addition to the foregoing, either party may choose specific projects where a researcher from the other party may be invited, and costs for such researcher shall be determined on a project-by-project basis, subject to an agreement in connection with the specific collaboration.

5.8 Conferences, Workshops and Training:

- whereby either party can attend conferences workshops and training sessions posted by the other party;
- where each party shall provide to the other information relating to relevant conferences, workshops and training in HPC of which such party becomes aware; and
- the parties may work together to host conferences, workshops and training for such HPC purposes.

5.9 Academic collaboration

As great scientific platforms, BSC-CNS and METEO FRANCE can enhance scientific collaboration between French and Spanish scientists. Success stories will be published on the on-going research collaboration and both institutions could establish specific agreements to support scientist training activities.

5.10 Communications

BSC-CNS and METEO FRANCE develop the communication between the two centres by regular information exchange including various mutually interesting topics. The both centres participate in dissemination of the collaboration results. In addition, suitable links between Web pages of each centre are implemented.

6. Language

This MOU is drawn up in English, which language shall govern all documents, notices, meetings and processes relative thereto.

7. Applicable law

This MOU and all clauses affecting the rights and obligations between the Parties shall be construed in accordance with and governed by the international laws.

8. Settlement of disputes

All disputes arising out of or in connection with this MOU, which cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties.

The award of the arbitration will be final and binding upon the Parties.

Nothing in this MOU shall limit the Parties' right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

9. Signatures

This Memorandum represents the intention of both METEO FRANCE and BSC-CNS to collaborate in a number of fields specified in this document.

This Memorandum cannot be modified except by a comprehensive writing signed by an authorised representative of each party that specifically amends this Memorandum.

The parties have executed this Memorandum, signed in two copies with equal effect upon the signature of each other, to express their intention to be bound by the terms and conditions hereof.

Le Directeur de la Recherche

By: Mateo Valero, BSC-CNS Director

Date: _____

Barcelona Supercomputing Centre



Mateo Valero
Director
**Barcelona
Supercomputing
Center**
Centro Nacional de Supercomputación

By: _____


Marc PONTAUD

Date: _____

METEO-FRANCE