Memorandum of Agreement
for the
Operation and Continued Development of
MEDSLIK-II
(OCD-MEDSLIK)

OCD-MEDSLIK in practice

INGV, CMCC, CNR-IAMC, OC-UCY

Purpose of the Agreement

The Partners:

- ***Having*** recently developed a new version of an oil spill model system called “MEDSLIK-II” or the “System”;

- ***Endeavoring*** to bring the System into operation and ensure its continued, sustainable development as a well-organized, state-of-the-art oil-spill model code suitable for both research and operational work;

- ***Wishing*** to make the MEDSLIK-II Reference freely available under an appropriate free public license with the aim of attracting a critical mass of scientists to use it and contribute to the development of the Reference Code;

The Partners have agreed on:

- each Partner's annual commitment of resources and activities;
- management and coordination of the MEDSLIK-II System Team; and
- intellectual property rights.

3.2 Partner Undertakings

- To ensure mutual benefits from the collaboration, each Partner agrees to:
- make consensus-based decisions on the Agreement priorities, strategic and technical choices;
- promote an open and transparent relationship among the Partners;
- recognize and understand the objectives, needs, capabilities responsibilities and constraints of the other Partners in implementing the Agreement;
- ensure disputes are identified and resolved as soon as practicable;
- work collaboratively on MEDSLIK-II Reference Code development;
- make the latest developments readily available to the System Team for implementation in the MEDSLIK-II Source Code; and
- work toward improving the collaboration on oil spill modeling research within Europe and internationally.

3.3 Financial Arrangements

- 3.3.1 Each Partner shall contribute to the Work Plan at least the equivalent of 0,5 year of staff time (as defined by the rules of the Partner concerned) annually.
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- 3.3.2 Each Partner shall bear the cost of carrying out its own activities under the Work Plan.

Management and Coordination

- **The MEDSLIK-II System Team:** is in charge of the MEDSLIK-II Reference Code (development, reorganization, maintenance, testing) and its distribution through the MEDSLIK-II web server located at http://gnoo.bo.ingv.it/MEDSLIK-II .

- The **MEDSLIK-II System Team Coordinator** and the **Scientific Leader** coordinate the MEDSLIK-II System Team activities.

- The **Steering Committee** is the Agreement's decision-making and arbitration body. It is composed of one representative nominated by each Partner.

The MEDSLIK-II System Team shall carry out the Work Plan, which may include:

- incorporating all new scientific and technical developments into MEDSLIK-II System;
- reorganizing code to improve its readability, orthogonality or structure;
- maintaining the on-line documentation;
- overseeing the configuration of the available versions of MEDSLIK-II;
- testing and releasing new versions;
- releasing Test Cases to work with the reference code released at any given instant;
- making MEDSLIK-II readily available to Partners and the scientific community;
- providing assistance to new users;
- providing logistical support for user meetings;
- assisting scientific development in areas of high priority.

The MEDSLIK-II System Team shall NOT be responsible for the following types of support:

- application of the System to specific cases for service purposes;
- tuning the parameters of models for specific cases;
- on-demand responses following operational System failures;
- operational support to oil spill emergencies;
- configuration of MEDSLIK-II System for specific areas, such as defining specific grid locations or bathymetry, hydrodynamic ocean model integration; or
- other forms of support not expressly contemplated in this Agreement.

The MEDSLIK-II Scientific Leader and the MEDSLIK-II System Team Coordinator shall jointly:

- develop the scientific and technological knowledge within the MEDSLIK-II System Team;
- establish scientific and technical priorities for development of the MEDSLIK-II code;
- ensure the timely and appropriate reviews of proposed contributions to the MEDSLIK-II code;
- promote the Agreement and seek opportunities for funding.

The MEDSLIK-II Scientific Leader and the MEDSLIK-II System Team coordinator will be nominated at the first meeting of the Steering Committee.

The Steering Committee must decide and agree on :

- the strategic direction of the Agreement;
- the MEDSLIK-II Scientific Leader and MEDSLIK-II System Team Coordinator chosen from the System Team;
- the Work-Plan for each year and the subsequent amendment of Annex 2;
- the contributions of each Partner to the Work-Plan;
- any modifications needed to this Agreement;
- whether to include any new Partners;
- whether to remove any Partne; and
- the settlement of disputes.

Each Partner may serve as Chairperson for a three-year term on a rotating basis.

Intellectual Property Rights 5.1 Background Information

- 5.1.1 The Partners have identified and listed in Annex 4 the Background Information that is relevant to this Agreement.
- 5.1.2 Each Partner shall retain ownership of its Background Information and related IPR while implementing the Work Plan, including any modified or adapted versions thereto. No provision of this Agreement shall be construed as transferring IPR from one Partner to another.
- 5.1.3 The Partners shall grant to each other a worldwide, royalty-free license, free of charge, to install, use, further develop and copy the Background Information for the exclusive purpose of executing the Work Plan.
- 5.1.4 The IPR to any modified or adapted Background Information owned by any Partner shall remain the exclusive

5.2 Foreground Information

- 5.2.1 The IPR to all Foreground Information shall be co-owned by the Partners.
- 5.2.2 The Steering Committee Chairperson shall be responsible for applying for, obtaining and maintaining the IPR protection related to the Foreground Information. Any associated costs shall be shared equitably among the Partners.
- 5.2.3 Partners distributing code relating to MEDSLIK-II System shall only distribute recent versions that can be interfaced with the most updated version of the Reference Code that is exclusively made available through the MEDSLIK-II web site.

5.3 Third Party Contributions

- 5.3.1 The Partners shall ensure that any third party that makes a contribution to MEDSLIK-II for use in the further development of the System has granted the Partners a world-wide, irrevocable license, free of charge, to install, use, further develop, sub-license, copy, distribute and store the contribution.
- 5.3.2 The Partners shall ensure that any such software is subjected to an agreed quality control process and work standards prior to integration into the MEDSLIK-II System.

Meetings for users

A meeting of MEDSLIK-II System users shall be held annually to discuss relevant issues and collect feedback jointly with the Steering Committee meeting.

7.1 Additional Partners

- 7.2.1 A new Partner may be brought into the Agreement by unanimous vote of the Steering Committee, effective as from the date of its signature of the Agreement.
- 7.1.2 All new Partners shall commit to contributing resources and activities to carry out the Work Plan, as agreed among all Partners
- 7.1.3 Any new Partner may take part in discussions of the Work Plan up to six months before it commits resources to the MEDSLIK-II System Team.
- 7.1.4 Any new Partner shall be granted Access rights to the Background and Foreground Information on the same conditions as the other Partners (Chapters 5.1 and 5.2). The new Partner will have co-ownership of the code developed from MEDSLIK-II from the date of signature of the amendment mentioned in Chapter 9.1.2.