# Collaboration Agreement

# for the DPHEP Project

BETWEEN:

The Partners of the DPHEP Project (the "Partners") set out in Annex 1 to the Collaboration Agreement,

Hereinafter referred to individually as the "Party" and collectively as the "Parties".

CONSIDERING THAT:

(1) Data from high-energy physics (HEP) experiments are collected with significant financial and human effort and are mostly unique;

(2) The Data Preservation and Long Term Analysis in High Energy Physics (DPHEP) project (the "Project"), an inter-experimental study group on HEP data preservation and long-term analysis, was initially formed by large collider-based experiments to investigate the technical and organizational aspects of HEP data preservation and convened as a panel of the International Committee for Future Accelerators (ICFA); Two reports were released, providing an analysis of the research case for data preservation and a detailed description of the various projects at experiment, laboratory and international levels;

(3) In its report of May 2012 (see Annex 2), the study group provided a concrete proposal for an international collaboration in charge of the Project and data management and policies in high-energy physics;

(4) The Partners have expressed their interest to take part in and contribute to the Project in order to implement the recommendations provided in the report referred to in Annex 2 and wish to formalize their collaboration through the present Collaboration Agreement; The Funding Agencies of the Project are listed in Annex 3;

(5) The mutual benefit of the Partners that shall result from collaboration between them;

Have agreed as follows:

## Article 1

## Scope

1.1 The Collaboration Agreement defines the framework under which the Partners will collaborate in the Project.

1.2 In particular, the Partners have identified the priorities set out in Annex 4 as potential areas of collaboration.

1.3 Except as may be provided otherwise, each Partner shall bear its own cost of participation in the Project.

## Article 2

## The Project

2.1 The Project, in coordination with the International Committee for Future Accelerators (ICFA), aims at:

1) Positioning itself as the natural forum for the entire discipline in order to foster discussion, achieve consensus and transfer knowledge in two main areas:

    a. Technological challenges in data preservation in HEP,
    b. Diverse governance at the collaboration and community level for preserved data,

2) Co-ordinate common R&D projects aiming to establish common, discipline-wide preservation tools,

3) Harmonize preservation projects across the Partners and liaise with relevant initiatives from other fields,

4) Design the long-term organization of sustainable and economic preservation in HEP,

5) Outreach within the community and advocacy towards the main stakeholders for the case of preservation in HEP.

2.2 The detailed scientific and technical objectives of the Project shall be described in an Annex to this Collaboration Agreement.

Article 3

Organizational structure and decision mechanism

The organizational structure of the Project shall include the following entities:

1) International Advisory Committee (IAC)
2) Collaboration Board (CB)
3) Implementation Board (IB)
4) Project Manager
5) Chairperson

3.1 International Advisory Committee (IAC)

1. Is formed by recognized experts in HEP and the wider data preservation community
2. Provides the Project with specific advice on specific actions (workshops, alliances, projects, documents) or strategic plans
3. Is approved by ICFA

3.2 Collaboration Board (CB)

1. Is formed by the participating experiments, computing centres and other stakeholders directly involved in concrete actions for data preservation in HEP
2. Is chaired by the DPHEP Chairperson
3. Discusses and adopts medium-term strategy, supervises the production of the yearly progress reports, encourages multi-laboratory projects and acts as a coordination board for the collaboration between the Partners.

3.3 Implementation Board (IB)

The Implementation Board is formed by key contributors from the DPHEP partners.

The Implementation Board meets regularly and is responsible for driving the work of the Collaboration forward, in between and through regular workshops and other larger events.

3.4 Project Manager

The Project Manager shall coordinate the Project, including the organization of Project events, coordination of funding proposals and ensuring the information flow between the Partners. The Project Manager shall co-sign the Collaboration Agreement.

The Project Manager shall be appointed, with the approval of the Collaboration Board, for an initial period of 3 years.

The Project Manager role shall rotate around the key institutes that have signed this Collaboration Agreement.

Proposals for future Project Managers shall be drawn up by the Implementation Board for approval by the Collaboration Board and sent for information to ICFA.

3.5 Chairperson

The Chairperson is the Chair of the Collaboration board and provides the liaison to ICFA. As with the Project Manager, the Chairperson is appointed for an initial period of 3 years and is nominated by the Collaboration Board for approval by ICFA.
The Chairperson shall co-sign the Collaboration Agreement.

## Article 4

## Responsibilities of the Partners

4.1 The Partners shall coordinate their activities in the area of HEP data preservation and long-term analysis in accordance with this Collaboration Agreement, and in particular Article 2.

4.2 Any contribution by a Partner shall be set out in an Annex to this Collaboration Agreement.

4.3 As the Collaboration develops, new directions may evolve that will also be described in further Annexes.

## Article 5

## Intellectual Property

5.1 Proprietary information, including any information protected by trademark, patent or copyright, whether pre-existing or developed in the execution of this Collaboration Agreement, contributed to the Project by a Partner in the execution of this Collaboration Agreement, shall not create any right in respect of that information for the other Partners, other than a free, irrevocable and non-exclusive license to use such information in so far as required for the execution of this Collaboration Agreement or in the scope of its scientific programme, for non-military purposes.

5.2 The Partners provide no warranties or representations of any kind to each other. They shall have no liability to each other with respect to the subject matter of this Article and each Partner shall be exclusively liable for the consequences of its use of proprietary information contributed to the Project.

## Article 6

## Publications

6.1 The Partners shall strive to jointly publish the results of the Project as Open Access publications.

6.2 In so far as the Partners do not jointly publish the results of the Project, publications by one Partner involving results developed by the other Partner shall be subject to the latter's prior written approval, which shall not be withheld unreasonably.

## Article 7

## Liability

The Partners shall have no liability to each other in the execution of this Collaboration Agreement.

## Article 8

## New Partners

The Project intends to welcome new Partners. The admission of any new Partner is subject to the formal approval by the CB.

## Article 9

## Entry into force and duration

9.1 This Collaboration Agreement enters into force upon signature by at least 3 Partners. It can be terminated by a common decision of all Partners.

9.2 Any Partner may withdraw from this Collaboration Agreement, upon one-year-advance written notice to the CB.

## Article 10

## Dispute resolution

The Partners shall settle any difference concerning this Collaboration Agreement amicably. Where this is not possible, the Partners shall resort to

arbitration in accordance with a procedure to be specified by the Partners. Notwithstanding reference of the dispute to arbitration, the Partners shall continue to perform their obligations under this Collaboration Agreement.

Annex 1: Partners of the DPHEP Project
and contact persons

| **DPHEP Partner** | **Location** | **Contact person** |
|---|---|---|
| European Organization for Nuclear Research, CERN | Switzerland | J. Shiers |
| CSC | Finland | K. Lassila Perini |
| Deutsches Elektronen-Synchrotron, DESY | Germany | D. South |
| Fermi National Accelerator Laboratory, FNAL | USA | S. Wolbers |
| SLAC National Accelerator Laboratory | USA | H. Neal |
| Institute of High Energy Physics, IHEP (tbc) | China | G. Chen |
| Brookhaven National Laboratory, BNL (tbc) | USA | M. Ernst |

Annex 2: Status Report of the DPHEP Study Group: Towards a Global Effort for Sustainable Data Preservation in High Energy Physics

Document reference: DPHEP-2012-001, May 2012,
http://arxiv.org/pdf/1205.4667.pdf.

Annex 3: Funding Agencies

| **Funding Agency** | **Location** | **Representative** |
|---|---|---|
| IN2P3 | France | Giovanni LAMANNA |
| INFN | Italy | Marcello MAGGI |
| STFC | UK | Juan BICARREGUI |
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## Annex 4: List of potential areas of collaboration

As outlined in the DPHEP Blueprint, the areas of potential collaboration include:

- Tools and best practices for the ingest process;
- Tools and best practices for making data discoverable for clearly identified communities under defined (Open) Access policies;
- Policies and best practices for archival management;
- Tools and best practices for "adding value" to data;
- Generic validation framework and similar services;
- Best practices and tools for preparing "future-proof" offline environments.

This list is non-exhaustive and may be updated as required – typically annually – with the agreement of the management structures of the DPHEP Collaboration.