



Cognitive Radio Experimentation World



Memorandum of Understanding for using the CREW facilities for experimentation

August 2013

This Memorandum of Understanding (MoU) is entered into between the FP7 project CREW, hereafter referred to as the Project and represented by its leader iMinds, and [*Organization 1*] and [*Organization 2*], hereafter referred to as the Experimenters.

1 Definitions

Experiment	Experimentation activity proposed by the Experimenters in their application for CREW Open Call 3.
Experimenters	Organisations of successful proposals in CREW Open Call 3.
Platform	The CREW facilities as a whole. The Platform is described in detail at the CREW portal (see http://www.crew-project.eu/portal).
Project	The FP7 CREW project (GA No. 258301).
Testbed	An individual island of test infrastructure in the Platform. The Testbeds are described in detail at the CREW portal (see http://www.crew-project.eu/portal).

2 Objectives and scope

The scope of this agreement is to stipulate the terms and conditions under which Experimenters can make use of the CREW facilities for experimental validation of their cognitive wireless solution(s). The CREW facilities as a whole are further referred to as the Platform. An individual island of test infrastructure in the Platform is called Testbed. The Platform consists of five different Testbeds located at iMinds, TCD, TU Berlin, TU Dresden and JSI. The Platform and its Testbeds are described in detail at the CREW portal (see <http://www.crew-project.eu/portal>). The experimentation activity that is performed by the Experimenters is further referred to as the Experiment.

In addition to offering its experimental facilities, the Project also provides the basic training and support to the Experimenters in order to enable them to successfully execute their Experiment. The specific members of the CREW consortium and its personnel that provide the facilities and give support to the Experimenters for executing their Experiment are further referred to as Providers.



Details of the Experiment can be found in the application form submitted by the Experimenters for the third CREW Open Call. The Experiment has been selected for support by the Project as a result of an evaluation process that is approved by the EC.

This MoU is not intended to constrain the Experimenters unnecessarily, but to make them aware and protect them as far as is reasonable, along with all the participating institutions, from the consequences of any misuse or illegal activity.

3 Terms and conditions

3.1 Applicability

These Terms and Conditions apply to every Experimenter using the Platform (this could be one or more of the individual Testbeds).

The Terms and Conditions apply to the use of all equipment connected to the Platform. This includes wireless components, servers, network(s) residing in the Platform and Experimenters' equipment or facilities (whether institutionally or privately owned) connected to the Platform.

These Terms and Conditions apply to use of all software and data within the Platform.

These Terms and Conditions apply to third parties using the Platform through services Experimenters have made available through the Platform as part of an experiment whereby the Experimenters remain liable for this use by third parties.

3.2 Liability

The Providers involved assume no liability especially in regards to interruption, corruption, loss or disclosure of the services, processes and data hosted on the Testbed.

Experimenters shall be liable for actions performed on the involved Testbed(s) in the Platform, either by the Experimenters themselves or at the request of any other user invited or permitted by the Experimenters to use the Testbed(s). In case of misuse, Experimenters are responsible for making good all damages to the Testbed(s) and are responsible for any loss or damage incurred.

Experimenters are granted account(s) to the Testbed(s) for own and personal use. Experimenters should take appropriate measures to protect their credentials and prevent their use by third parties. The information Experimenters provide when requesting an account should be correct to the best of their knowledge. Experimenters shall be responsible for all and any loss or damages incurred by them and/or the Project as a result of any unauthorized transfer by them of their password.

Experimenters are granted Resources within the Testbed(s) so that they can use the Testbed(s) for the purposes described in the CREW Open Call 3 application form. These resources are not provided for any other purposes.

Experimenters must respect the regulations of the various Testbed resources they use in their Experiment.

Experimenters must not interfere with others' work or attempt to invade their privacy. Experimenters must not attempt to disrupt the working of the Testbed(s) or any other system.

It is important to understand that when Experimenters use the Testbed they are bound by three sets of regulations: (1) the ICT regulations of the Experimenters' institution; (2) those of the Testbed(s) itself (as provided at <http://www.crew-project.eu/portal/reference>, see 'Access information'), and; (3) all terms and conditions stipulated in this MoU. Thus Experimenters must have read and understood these before using Testbed resources. Once Experimenters have registered to use the Testbed(s), it is their responsibility to remain aware of all applicable regulations and of any changes made to them.



Providers aim to provide a stable, high-quality service. If there is evidence that the actions of Experimenters are adversely impacting this, Providers are empowered to take reasonable measures to terminate or reprioritize usage in order to protect the overall operation of their services. Implicated Experimenters will be contacted by the Providers as early as is reasonable.

Experimenters must respect and do not infringe any copyright, other intellectual property and data protection legislations apply to software and data. The terms of applicable software and data licenses must be respected.

Experimenters must not move proprietary data (other than data owned by the Experimenters) to, from, or via Testbed systems without the prior agreement of its owner.

In order to keep the Testbed(s) operating correctly both technically and legally, it may become necessary to investigate network traffic (for example, wireless traffic) as well as examine information held on systems that are, or have been, connected to the Testbed(s). Experimenters are deemed to have agreed to this and to provide the required access.

Resources provided by the Project are under the jurisdiction of the Wassenaar Arrangement. Therefore certain nationalities will not be allowed to get access to the Platform and according Testbeds. According to the Wassenaar Arrangement, the following nationalities are restricted from accessing the Platform and according Testbeds: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

Should Experimenters' usage imply giving access to the Testbed(s) to third parties, Experimenters understand they will need to gather explicit consent from the Providers of the local Testbed(s) they will use, and they agree to enforce any restrictions imposed by a local Testbed provider and accept to fulfill their legal obligations as a service provider regarding data protection and retention laws. This implies also respecting the Wassenaar Arrangement.

The following Experiments are explicitly forbidden on the Platform and according Testbeds:

- The development and production of weapons of mass destruction or any military usage. This includes but is not limited to:
 - Nuclear weapons
 - Biological weapons
 - Chemical weapons
 - Missiles
 - Conventional weapons
- Any activity resulting in compromising the security or integrity of any sites or networks connected to the Platform or individual Testbeds.
- Distribution of documents or materials containing:
 - Insults or defamation
 - Racial hatred or revisionism
 - Advertising for commercial products
 - Distribution of material in a way that infringes the copyright of another person

Further, additional national regulations from the government of the Providers of the local Testbeds must be observed.

3.3 Enforcement

Whenever Experimenters use the Testbed(s), they are bound by all the above regulations and the legislation in force at the time.

The regulations and legislation that applies to Experimenters will be enforced by iMinds, as leader of the CREW consortium, or/and by the affected Testbed Providers, even if a breach of either has been evidenced from elsewhere.



Note that for breaches of some legislation, the police can be involved. Ignorance of regulations or legislation is not a defense.

Penalties, as defined in the applicable specific Testbed regulations, will be levied for confirmed breaches of regulations.

Disciplinary and investigative processes may also involve any Project partners, Testbed Providers and other Testbed users, involved in or affected by Experimenters' actions.

Note that all Testbed Providers have agreed to co-operate in investigating disciplinary cases.

Experimenters agree that the Testbed Providers involved may monitor the systems and traffic for vulnerabilities and conformance to the acceptable uses, and Experimenters will collaborate with the Project and any third party involved should any violations or breaches be noticed. The Providers involved may suspend or stop systems without notice if such violations are found or suspected, or suspend network connectivity. To fulfill legal and contractual requirements, they may communicate to authorized third parties the owner and user of any resource provisioned and connected to the Internet.

3.4 Non-research use of Testbed resources

The CREW Platform and involved Testbeds have been constructed for experiment-driven research activities, where experiment-driven research is defined as any activity that furthers the Experimenters' knowledge and/or understanding of concepts, algorithms, protocols of wireless solutions (more specifically related to cognitive radio and cognitive networking), provided that this activity is legal.

If Experimenters wish to use the Platform or any of the Testbeds for any other purpose, this must be authorized in a documentary form in advance by the Providers of the CREW Testbed(s) they will use. Experimenters will be expected to provide detailed information in support of their requirement.

Experiments must obtain prior agreement from the Providers of all resources (e.g. computers, wireless devices, software, data, networks, and any other facilities) before these are used for any purposes other than experiment-driven research activities.

The use of the CREW platform or any individual Testbed to host commercial activities is explicitly forbidden.

3.5 Dissemination of Experiment results

Experimenters are encouraged to promote the results of their Experiments via publication in International Journals and at International Conference proceedings or through public demonstrations.

In case the Experiment does not lead to any publication or demonstration, the Experimenters have to deliver a 2 page final report that can be made public for further promotion of the CREW Platform.

Publications/demonstrations that are made based on the results of the Experiment should clearly mention the usage of the CREW Platform and the involved Testbed(s), also if the publication/demonstration occurs after the end date of the Experiment.

4 CREW support policy

All support to Experiments is provided on a reasonable-effort basis. Support should first be sought in the user documentation, which is a living online resource (see <http://www.crew-project.eu/portal>) that has a 'getting started' guide and a FAQ section to deal with common questions and problems. It is expected that Experimenters will go through this to master the basics of managing resources for experimentation on the Testbed(s).

The forum (organized in different forums for each specific Testbed) is a good support channel for discussing how to best do something that the online documentation does not cover. Experimenters



may find that their questions have already been addressed in existing threads, so they are encouraged to do a search for their question before creating a new thread. Experimenters are further encouraged to support fellow community members if they know the answers.

If email support is used, the problem should be specified in as much detail as possible. Emails will be redirected to the responsible Testbed Provider.

Experimenters have to respect general business hours when seeking support, which are between 09:00 – 17:00 CET / CEST.

5 Period for this collaboration

The start date of the Experiment is [*start date*] and the end date is [*end date*].

6 Financial provisions

By signing this agreement, the Project commits to provide the necessary facility resources, the technical documentation and manpower resources to the Experimenters, free of charge at best & reasonable efforts.

By signing this agreement, and considering the fact that the Experimenters will not receive any EU funding through the CREW Open Call 3, the Experimenters confirm that they have the necessary manpower resources whatever to execute the proposed Experiment and according resources for travel expenses for training activities and site visits.

7 Signatures

iMinds, on behalf of the FP7 CREW project

By:

Name:

Title:

Phone:

Email:

Organization 1

By:

Name:

Title:

Phone:

Email:



Organization 2

By:

Name:

Title:

Phone:

Email: