

The logo for HOMER features the word "HOMER" in a bold, blue, sans-serif font. Above the letter "O", there is a grey speech bubble containing binary code (0s and 1s) in white. The speech bubble is positioned as if it is speaking the word "HOMER".

# HOMER

Harmonising  
Open data in the  
Mediterranean through better access and  
Reuse of public sector information

**OPEN AGREEMENT FOR THE OPERATIONAL CONTINUITY  
OF THE TECHNOLOGICAL COMPONENTS OF THE HOMER  
FEDERATION**



Open Data is the digital movement to which governments and institutions around the world are gradually adhering. It consists in making the data they manage freely available to people and institutions without restrictions from copyright, patents or confidentiality measures in formats that allow their reuse with any aim, for example, new analyses of the data or online applications.

In this scenario, HOMER ("Harmonizing Open Data in the Mediterranean through Better Access and Re-use of Public Sector Information", [www.homerproject.eu](http://www.homerproject.eu)) is conceived as a project that focuses on the theme of Open Data, related to MED strategic domains (agriculture, energy, environment, culture, tourism) through the creation of a searchable federated index of meta data of all the Open Data Portals under the technical coordination and management of CSI-Piemonte. The overall goal of the Project is to contribute to unlock the full potential of the Public Sector Information (PSI) in the Mediterranean space, by contributing to make the all area a competitive territory, able to match global competition and to ensure a sustainable growth and employment for the next generations. In line with the EU Digital Agenda, HOMER seeks to facilitate the wider deployment of PSI in Spain, Italy, France, Malta, Greece, Slovenia, Crete, Cyprus and Montenegro, enabling their public governments to better address the legal, cultural and technological challenges linked to PSI policy. HOMER federation is but not only a technical feature. Being federated will ensure to be part of a network of experts on tech and legal aspects that can support any partner in progressing with the OD paradigm; no any federated portal is left alone with its own resources and can rely on a network of committed competent experts. Being federated is the best business card an OD portal can have to prove its highest technological and policy level.

HOMER Project is a reality thanks to the commitment of the European Union through the transnational "MED Programme" for the European territorial cooperation. This transnational Programme is set up to tackle challenges beyond territorial national boundaries, such as environmental risk management, international business or transport corridors. The objective of the MED Programme is the improvement of mobility and of territorial accessibility, and among others the "Support to the use of information technologies for a better accessibility and territorial cooperation".

In the above described framework lies this Open Agreement among:

REGIONE PIEMONTE, **as Lead Partner / First Beneficiary of HOMER Project**

Direzione Competitività, with Head Office in Corso Regina Margherita 174, 10152 Torino, Italy, (VAT Number 02843860012) duly represented for the signature hereof by Mrs. GABRIELLA SERRATRICE, Head of Information System and ICT Department,

and

the following Parties, **as Partners of HOMER Project**

**aiming to continue using HOMER Federated Services after the conclusion of HOMER Project**

Sociedad Aragonesa de Gestion Agroambiental Avda. Cesar Augusto 14, 50004 Zaragoza – Spain, represented by: Jesus Jimenez-Muniesa, General Director , Project Partner No 2,

Sardinia Region, Direzione generale degli affari generali e della società dell'informazione Via Posada s.n.c. - 09123 Cagliari, represented by Antonio Quartu, Director-General, Project Partner No 3,

Emilia-Romagna Region ICT Department Organization and ICT Department, Viale Aldo Moro 18, 40127 Bologna, represented by Lorenzo Broccoli, General Director, Project Partner No 4

Veneto Region Direzione Sistemi Informativi Parco Scientifico Tecnologico VEGA, Palazzo Lybra, Via Pacinotti 4, 30175 Marghera VE, represented by Ing. Elvio Tasso, Regional Manager, Project Partner No 5,

Sewerage Board of Limassol – Amathus, Franklinou Rousvelt 76, Building A, P.O. Box 50622, 3608 Limassol, Cyprus, represented by Iacovos Papaiaovou, General Manager, Project Partner No 6,

Agencia de Gestión Agraria y Pesquera de Andalucía, C/Bergantin, 39, 41012 Sevilla (España), represented by Isabel Liviano Peña, Director Manager, Project Partner No 7,

Decentralized Administration of Crete, Kountourioti Square, GR-71202 Heraklion, Greece, represented by Athanasios KAROYNTZOS, Secretary General, Project Partner No 8,

University of Crete, Univeristy Campus (Voutes), GR-70013 Heraklion, Greece, represented by Georgios Stathakis, Vice Rector, Project Partner No 9,

Funditec – Calle Venezuela 103 1ª planta, represented by Joan Parra Farré, Secretary of the Foundation, Project Partner No 10,

Agence des Villes et Territoires Méditerranéens Durables (AVITEM) , 5 Place de la Joliette - CS 90 113, 13567 Marseille Cedex 02 - FRANCE represented by: Jean-Claude Tourret, General Director;Project Partner No 11

Internet New Generation Foundation, CMCI, 2 rue Henri Barbusse, 13001 Marseille, France, represented by Daniel KAPLAN, CEO, Partner project 12.

Provence Alpes Cote d'Azur Region 27 place Jules Guesde, 13481 Marseille Cedex 20 (France), represented by Michel VAUZELLE, President, Project Partner No 13,

Local Council Association of Malta Name 153 Main Street, Balzan, Malta BZN06, represented by Jimmy Magro, Executive Secretary, Project Partner No 14,

Geodetic Institute of Slovenia, Jamova cesta 2, 1000 Ljubljana, represented by Borut Pegan Žvokelj, Director, Project Partner No 15,

Collectivité Territoriale de Corse - 22, cours Grandval - BP 215 - 20215 Ajaccio cedex 1 (France) represented by monsieur Paul Giacobbi, Président du Conseil Exécutif de Corse, Project Partner No 16,

University Mediteranean, Vaka Djurovica, 81 000 Podgorica Montenegro, represented by Slobodan Backovic, Rector, Project Partner No 17,

Greek Free / Open Source Software Society (GFOSS), 56, Messogion Avenue, GR-11527, Ampelokipi, Athens, Greece , represented by Theodoros Karounos, Chairman of the Board , Project Partner No 18,

Consorzio per il Sistema Informativo (CSI- Piemonte), corso Unione Sovietica 216, 10134 Torino represented by Ferruccio Ferranti, General Director, Project Partner No 19.

and

new stakeholders of Homer project

Hereinafter individually referred to as the "Party" or collectively referred to as the "Parties"

WHEREAS:

- HOMER ("Harmonising Open Data in the Mediterranean through Better Access and Re-use of Public Sector Information", [www.homerproject.eu](http://www.homerproject.eu)) is an EU MED project under the coordination and management of Regione Piemonte (Lead Partner), with the result of a Federation of Open Data portals, aiming at sharing common data sets related to MED strategic domains (agriculture, energy, environment, culture, tourism) through the creation of a searchable federated index of meta data of all the Open Data Portals. "Federation" means the virtual System, composed by a software which is able to collect the meta data of data related to the 5 selected categories published and queried by each Open Data Portal.
- Federation of partners' Open Data portals requires a common understanding and definition of technological, organizational and legal issues, such as an open licensing framework for publishing reusable dataset and the establishment of legal interoperability.
- for the implementation of the Project, the following documents were signed:
  - o the ERDF SUBSIDY AGREEMENT (Agreement N° 2S-MED11-35, "HOMER"), between Regione Piemonte, as Lead Partner of the Project, on the 9<sup>th</sup> of march 2012 and the Provence-Alpes-Cote d'Azur Region (Managing Authority for the MED Program) on the 25<sup>th</sup> of june 2012 (Annex I);
  - o the "PARTNERSHIP AGREEMENT, between the Lead Partner (on the 19<sup>th</sup> of april 2012) and the Partners (HOMER Partners) of the MED Project" (Annex II).
- In respect of such documents and as suggested by EC through the monitoring body of the project (JTS), HOMER consortium partners have now the opportunity of ensuring the life of HOMER federation in the next years and the commitment on proceeding and bringing the federation towards new open data future, improving the quality of data and linking them with other contents, boosting the level of usability of these services,
- HOMER Project officially started on 1th April 2012 and shall be completed on 31 March 2015.
- As the Federation is also conceived as potentially open to future accession by new stakeholders, in order to maximize advantages and effects of a common

federated index for reuse of Public Sector Information, now therefore, in respect of the aim of the Project, the Lead Partner and HOMER Partners have decided **to preserve such Federation in the future and open to future accession by new stakeholders**

For this reason:

- o the Lead Partner Regione Piemonte and HOMER Partners signed on 14 November 2013 the **“Memorandum of Understanding between Partners of HOMER Project”**, where they defined their common interests and objectives and the respective responsibilities and duties, as well as expressed **the common interest in preserving – to the extent possible - the Federation in the future** and foster the sustainability of the Federation also after the expiration of HOMER;
- o the Lead Partner Regione Piemonte and HOMER Partners also approved the **“Memorandum of Understanding for new stakeholders joining HOMER Federation”**;
- **consequently**, availing itself of CSI-Piemonte’s technical expertise, also considering its role within the project, Regione Piemonte shall continue managing the HOMER Federation Services, also after the expiration of HOMER Project.

The Premises form an integral and substantial part of this **Open Agreement** (hereinafter “Agreement”).

**NOW, THEREFORE, the parties hereby mutually agree and confirm the following:**

## **1. LANGUAGE**

This Agreement and all communications and documentation related to it are in English.

## **2. APPLICATION FIELD**

As a consequence of an “open agreement”, all the terms of this Agreement and its Annexes shall apply to the Parties (HOMER Partners) and even new stakeholders joining the Federation.

With the subscription of this Agreement, every Homer Partner allows Regione Piemonte to maintain the technological components implemented by the Homer

federation, as detailed in art. 4. Use of technological components , listed in art. 4, is free and allowed by the subscription of this open agreement, within the terms of duration of the agreement itself. .

### **3. TERM AND TERMINATION**

This Agreement shall enter into force on the date on which it will be signed by all partners and will expire after three years.

Either party hereto can terminate this Agreement by sending a written notice to the Lead Partner Regione Piemonte for:

- specific motivated causes;
- relevant changes in the expectations which determined the accession to the Agreement.

### **4. OBLIGATIONS OF THE PARTIES**

With reference to the HOMER Federation services and within the framework of the present Agreement, after the end of the Homer Project:

- Regione Piemonte, as Lead Partner, will play a coordinating and liaison role towards the participating administrations, promoting experiences and initiatives developed within the Homer Project participants network. Regione Piemonte will promote the dissemination and understanding of this Agreement and stimulate the adhesion of other entities (new stakeholders) to enlarge the network.
- Regione Piemonte, using the expertise of its in-house company, CSI-Piemonte, in consideration of its technical and know-how contribution to the project will continue, under the conditions set forth in the abovementioned HOMER documents and without prejudice to intellectual property rights:
  - maintaining, providing and hosting the following technological components of the Federation:
    - Federated Index;
    - Federated Search Engine;
    - Federated Translator.
  - guaranteeing the hosting service as well as the maintenance of the Search Engine and of the Index, by carrying out the remedial measures that may be necessary in the shortest possible time (best effort) for the period of

duration of the agreement, which is of three years from the moment of its entering into force.

The maintenance of the open data portals of partners and of stakeholders, the indexing url exposed by partners and stakeholders and the hardware infrastructure hosting open data portals remain in the responsibility of the individual partners/stakeholders

In compliance with the aim of HOMER Project, every Party will activate initiatives in its territory in order to stimulate the adhesion of new stakeholders to the HOMER Federation services.

By the subscription of the present Agreement every subscriber declares to Regione Piemonte :

- a) a willingness to use the services implemented by the Homer Project, by acceptance of all the conditions of the Open Agreement and its Annexes, aware that a new accession will become effective 30 days after receipt by the Region itself of a formal communication concerning subscription to this agreement;
- b) an undertaking to comply on time, on risk of termination of the Agreement itself and its Annexes, in all its commitments under the Open Agreement and discipline therein mentioned;
- c) a commitment to take notice of any future change that may affect the Open Agreement and its Annexes, and more generally, all documents related to the Homer Project, as a result of new legislation or determined by the need for more efficient and safe service providing both from an organizational and technical point of view.

Every new subscriber/stakeholder in order to be integrated in the Homer federation needs to fulfil the minimum technical requirements that are detailed in the Homer project portal, at the following link:  
<http://homerproject.eu/project/homer-federation>.

## **5. PERFORMANCE TERMS**

The Parties declare to have taken note of the contents of their respective Codes of Ethics, where existing, and to share the common principles and the behavioral dictates therein described or to observe the normal due diligence to be used in carrying out activities; they declare to undertake the mutual respect of these principles from both their staff and by subcontractors and/or external collaborators.



In relation to the use of the HOMER Federation services, the Parties declare as of now:

- to know in details and respect the rules contained into the above mentioned "HOMER documents" (Annexes to this Agreement), with special reference to data policies;
- to accept the obligations deriving from joining the Federation and from the signed acts, in compliance to the spirit and the policy of the project;
- in any case, to keep the other Parties away from any dispute or claim for liquidated damages, direct or indirect, arising from third parties.

Especially, the Parties are aware of the followings:

- each Owner of Data and Databases remains solely responsible for its information published on the Open Data Portal of the concerning HOMER Partners and new stakeholders. HOMER Partners and new stakeholder must guarantee that the name of the Owner is indicated in the Metadata;
- HOMER Partners and new stakeholders should do their best effort to require the Owner the maximum level of accuracy (completeness, update and precision) of the Data and Databases and possibly the indication of the data reliability level;
- HOMER Partners and new stakeholders agree that the Data and the Database published on each Open Data Portal and selected by each HOMER Partner /new stakeholder to be involved into the generation of the Federation, shall be made available according to the rules on the reuse of data laid down by Directive 2003/98/EC as amended by Directive 2013/37/EU.

## **6. MANAGEMENT, ORGANIZATION AND COORDINATION OF THE AGREEMENT**

Each Party will appoint into this Agreement its own Representative, as "Agreement Manager" with full authority to act on its behalf for all purposes related to the management, organization, coordination and implementation of this Agreement.

## **7. EXTERNAL ACTIVITIES**

Nothing contained in this Agreement will prevent the Parties from carrying on their business in connection with interests and benefits not related to the services of this Agreement, unless such business affects or has a negative impact.

## **8. THIRD PARTIES**

This Agreement is intended for the sole benefit of the signatories of the Agreement itself and cannot be analyzed or interpreted in such a way as to give, directly or indirectly, rights or basis for actions to individuals or entities that are not participants to this Agreement.

## **9. INTERNAL AGREEMENT / CLAUSE INTERPRETATION AND CHANGE**

This Agreement represents and constitutes the complete agreement between the Parties and cannot be contradicted by negotiations, interpretations or by prior or contemporaneous agreements, whether written or oral.

For anything not expressly envisaged herein, including Definitions, Data Protection, Intellectually Property and Confidentiality, reference is made in full to the above mentioned following documents:

- the "ERDF SUBSIDY AGREEMENT" (Agreement N° 2S-MED11-35, "HOMER") (Annex I);
- the "Partnership Agreement between the Lead Partner and the Partners of the MED Project" (Annex II);

This Agreement may be amended and / or modified and / or integrated only by a subsequent written agreement approved by the Parties. Any amendments to this Agreement will be negotiated in good faith and the Parties will do everything in their power to preserve the common interests.

If any provision of this Agreement is declared invalid or non-enforceable by a referee or other competent authority indicated by art. 12, it shall be deemed eliminated. All other terms of this Agreement shall remain in force. The Parties will replace any invalid provision by a valid provision which is as close as possible to the purpose and intent of the invalid provision.

## **10. TRANSFER OF THE AGREEMENT**

Neither Party shall have the right to transfer, either in whole or in part, its obligations under the current Agreement without the prior written consent of the Leader Partner Regione Piemonte and other Parties.

## 11. GOVERNING LAW AND ARBITRATION

The Parties agree that the law applicable to the present Agreement is that of the EU, integrated when necessary by that of Belgium. Differences of opinion between the Parties shall be solved, when possible, amicably and respecting the interests of each Party.

Any controversy, claim or litigation deriving or, in any case, connected to this Agreement that cannot be solved amicably among the Parties within thirty (30) days of the notification of the most diligent Party, shall be solved definitively through an arbitration procedure in Brussels according to the EU Law integrated by the Law of Belgium. The respect of the obligations provided for in this Agreement shall not be suspended during the arbitration procedures.

## 12. ANNEXES

The following documents form an integral part of this Open Agreement:

- the ERDF SUBSIDY AGREEMENT - Agreement N° 2S-MED11-35, "HOMER" (**Annex I**).
- the Partnership Agreement between the Lead Partner and the Partners of the MED Project (**Annex II**).

**MED PROGRAMME**  
**Project "Harmonising Open Data in the**  
**Mediterranean through Better Access and Re-use of**  
**Public Sector Information" (HOMER)**

**Signatures for Open Agreement for the operational**  
**continuity of the technological components of the**  
**Homer federation**





## Partner 5 (Veneto Region Sezione Sistemi Informativi)

Elvio Tasso, Regional Manager

Venice 20 March 2015

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