



Project funded by the
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NETWORK AGREEMENT

BETWEEN

ESNET project partners

National Institute of Research Development for Earth Physics represented by Director, or his authorized representative,

National Institute of Geophysics, Geodesy and Geography, Bulgarian Academy of Sciences represented by Director, or his authorized representative,

International Blue Crescent Relief and Development Foundation, represented by President, or his authorized representative,

Institute of Geology and Seismology, Moldavian Academy of Science represented by Director, or his authorized representative,

The Foundation for Democracy, Culture and Liberty, represented by Director, or his authorized representative,

AND

ESNET data Providers and Users

Prefecture of Constanta, Economic Development, Monitoring Public Services and Emergency Situations, represented by Director, or his authorized representative,

Inspectorate for Emergency Situations- Constanta County, represented by his authorized representative,

Romanian Red Cross - Constanta branch, represented by his authorized representative,

National Research and Development Institute for Marine Geology and Geoecology, represented by Director, or his authorized representative,

Ministry of Regional Development and Construction Republic of Moldova, represented by Minister, or his authorized representative,

Civil Protection and Emergency Situations Service/MIA, represented by Head of the Service, or his authorized representative,

Chisinau City Hall, represented by General Mayor, or his authorized representative,

Information Society Development Institute, represented by Director, or his authorized representative,

Technical University of Moldova, represented by Rector, or his authorized representative,



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State University of Moldova, represented by Rector, or his authorized representative,

National Bureau of Statistics of the Republic of Moldova, represented by General Director, or his authorized representative,

Boğaziçi University, Kandilli Observatory and Earthquake Research Institute, represented by Director, or his authorized representative,

Ministry of Health of Turkey, UMKE, Branch of İstanbul represented by Provincial Director, or his authorized representative,

Republic of Turkey, İstanbul Governorship Special Provincial Administration İstanbul Project Coordination Unit, represented by General Director, or his authorized representative,

Republic of Turkey İstanbul Aydın University Disaster Education Application and Research Centre represented by General Director,

National Institute of Meteorology and Hydrology, Bulgarian Academy of Sciences, represented by Director, or his authorized representative,

Bulgarian Red Cross, represented by President, or his authorized representative,

Balchik Municipality, Republic of Bulgaria, represented by Mayor, or his authorized representative,

Kavarna Municipality, Republic of Bulgaria, represented by Mayor, or his authorized representative,

Hereafter referred to as "**the Network members**",

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1. PREAMBLE

1.1. The purpose of this Network Agreement is to provide a clear commitment between the network members concerning the active participation to the ESNET Black Sea Earthquake Safety Network (ESNET) activities. It contains the complete terms and conditions that apply to stakeholders in the field becoming an affiliate in ESNET.

The network establishment (one of the most important and emergent e-science technology) is of high practical importance for knowledge dissemination and use in order to ensure high quality monitoring of seismicity, real-time data processing and data exchange. The Network



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infrastructure will contribute to establish a regional network of well-coordinated specialists that will provide much needed solutions for seismic safety applications in Black Sea region.

1.2. This Network Agreement ((referred further as the “*Agreement*”) and the applicable *Network operation guidelines* is made on September 13th 2012, hereinafter referred to as the “*effective date*”. The *Agreement* is put into force with ESNET project partners’ signatures, after which all network members ascend with their signatures.

ARTICLE 2. DEFINITIONS

2.1. Terms defined in this *Agreement* shall have the same meaning in the ESNET project and Partnership agreement, including its annexes. Terms defined in this *Agreement* appear in italics.

2.2. “*Effective date*” is the date that this *Agreement* elaborated.

2.3. “*Initial Term*” is the time of the ESNET project execution.

2.4. “*Renewal Term*” - more additional terms, each of two (2) year.

2.5. “*Term*” - collectively referred the *Initial Term*, together with any and all *Renewal Terms*

2.6. “*Party*” or “*Parties*” are all the Governmental and Non-Governmental Bodies listed above that have signed this *Agreement* and their participation is unanimously approved by all ESNET project partners.

2.7. “*Network*” means the network established by the Black Sea Earthquake Safety Net(work)-ESNET project.

2.8. “*Network member*” means ESNET project partners and stakeholders in the field becoming an affiliate in Black Sea Earthquake Safety Network.

2.9. “*Provider*” means the Body appointed by the ESNET Beneficiary who leads a respective activity in accordance with WEB Portal specifications and this *Agreement*.

2.10. “*ESNET Advisory Board*” is a group formed by representative members from each project partner institution (1 persons per partner) with the role to define the user access level and to grant access to project data/information.

2.11. “*National representative*” is the partner institution responsible to deal with all issues concerning the Network members from the same country.

2.12. “*Software*” means:

- software programs, being sequences of instructions to carry out a process of network tools usage;



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- software documentation i.e. technical information used or usable in or relating to the design, development, use or maintenance of any version of a software program;

ARTICLE 3. OBLIGATIONS, RIGHTS AND RESPONSIBILITIES OF THE PARTIES

3.1. This *Agreement* sets out the obligations, rights and responsibilities of the parties regarding the ESNET project implementation but not conflicting with those set out in the project.

3.2. In case of contradiction between the provisions of the Project and this *Agreement* the formers shall prevail.

3.3. Each party shall use reasonable endeavors:

- (i) to perform and fulfill, promptly, actively and on time, all of its obligations under the ESNET project and (or) this *Agreement*;
- (ii) to ensure the accuracy of any information or materials it supplies to any of the other parties and promptly to correct any error therein of which it is notified;
- (iii) promptly to notify the other parties of any delay or difficulty in performance;

3.4. Each party agrees not to use knowingly, as part of, or in the design of, any proprietary rights (such as intellectual property rights or proprietary information) of a third party for which the party concerned has not acquired the right.

3.5. Each party shall try to participate and be involved according to their role and availability to each project related activity (meetings, workshops, trainings, press conferences, common studies). Each activity will be planned and discussed accordingly.

3.6. Participants in the Network Agreement, other than partners in the ESNET project, would not have any financial obligations, all costs being supported from the budget of the project.

ARTICLE 4 - NETWORK TOOLS

Black Sea Seismic Safety Network is established as a platform for long-term cooperation among the stake holders in the participating Countries.

In the Network comprised e-tools are:

- **Black Sea Seismic Monitoring and Early Warning System Basis Software;**
- **Seismic Safety Net(work) Web Portal;**
- **Black Sea Safety Network Communication Tool set-up as an e-group;**

4.1. Black Sea Earthquake Safety Network

4.1.1. Functions: In this context the network e-tools will contain effective approaches by means of using internet and web technologies to supply information and communicate



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with the stakeholders in the field of preventing, monitoring and intervention in case of an earthquake, as well as to provide information to the citizens.

4.1.2. Main Specifications

- (i) Instant access from any location,
- (ii) Browser based publication of the content,
- (iii) Responsibility distribution with regard to the content by determining authorization levels for individual or group users,
- (iv) Publishing and managing dynamic information on the web,
- (v) Publication of static content besides dynamic information, visuals etc.
- (vi) Multi-Lingual publications in English as official language of the project and separate language properties for Turkey, Romania, Bulgaria and Moldova.

4.1.3. Access to the Black Sea Earthquake Safety Network

Access to the Black Sea Seismic Network hereby defined as Network Access is open to Public in different categories on the internet.

Public "*users*" have access to the Network's front pages.

Public "*registered users*" have access to Network's front pages and contents.

"*Network Members*" that provided clear commitment concerning the active participation to the network signing this Agreement have access to Network's Content Management through the *Moderators* and *System Admin Management*.

"*Moderators*" and "*Super Users*" selected from the ESNET Project Management body and Stakeholders committed actively participate the Network have access to Content Management through the online Network System managed by Admins.

4.1.4. Security System of the Black Sea Earthquake Safety Network

Security Applications and Security Certificates will provide digital security for the network. Security System of the Network will secure database, DBMS (data base management system), applications, operating the system in relation to database system, web server in relation to database system, network environment in relation to database system.

The online security certificate will meet the network's specific needs. In this context SSL security certificates will be in the applications. The network security system will keep networks and confidential information secure and available, and protect networks from external threats such as malware delivered over the Web.

4.2 WEB-portal



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Access to the Black Sea Seismic Network Web Portal hereby defined as Web Portal Access is open to Public in different categories on the internet.

4.2.1. Web Portal Domain Name: Domain name of the Web Portal is defined as "www.blacksea-esnet.eu". Public access is from the web address of the Network Web Portal

4.2.2. Language: Web Portal operates in a Multi-Lingual basis: Publications in English as official language of the project and separate language properties for Turkey, Romania, Bulgaria and Moldova.

4.2.3. Web Portal Users

Network members: Institutions/Entities which have signed this *Network Agreement*. *Network Members* have access on producing the e-tool contents. *Network members* have the right and access level of creating special network groups. *Network members* have also access and right to be moderator of the network groups.

Network group member: *Network group members* will be constituted by *Network members*. *Network group member* will have access to e-tool contents as Users.

National Representative: Each ESNET project partners' country (Romania, Bulgaria, Moldova and Turkey) will define its National Representatives. These representatives could be either from the Project Management, or from the external experts involved in the ESNET project activities.

4.3 Electronic Communication Tool (E-Group)

Access to the Black Sea Seismic Network E-Group hereby defined as Network E-Group access will be open to Public in different categories on the internet.

4.3.1. Participants: Since the E-Group conveys the aim of securing the communication between the Network Members and related sectors' Institutions (Observatory and Research Institutions, NGOs, State Authorities, Local Authorities, Emergency Units, etc.) and bodies (Academics, Researchers, Sector Professionals, etc.) all around the world, the participants will be authorized in different categories.

Participants of the Network E-Group are categorized as *Public Users*, *Registered Members*, *Registered Groups*, *Authorized Groups*, *Moderators* and *Admin Groups*.

4.3.2. Domain Name: Domain name of the Network E-Group is defined as "www.esnet-egroup.eu". Public access will be from the web address of the Network E-Group.

4.3.3. Language: Since the project is generated with the support and information shared by participating countries, the Website operates in English as well as serve with separate language (Multi-Lingual) properties for Turkey, Romania, Bulgaria and Moldova.

4.3.4. E-Group Users and Content Management Access Levels



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Public Users have access in Network E-Group Public Area (English), i.e. News, Articles, Announcements, Polls etc.

Registered Member and **Registered Groups** (multi-lingual) have access in Network E-Group Public Area and also Public Groups, Registered Groups, Special Groups.

Authorized Group Members (Admins, Moderators Groups, Super Users) have accesses in Network E-Group Public Area, Public Groups, Registered Groups, Special Groups and also Moderator Areas.

Admin Groups shall have access in Network E-Group Public Area, Public Groups, Registered Groups, Special Groups, Moderator Areas and also System Management Area.

ARTICLE 5. DATA

The information provides a comprehensive internal policy framework that guides *Network members* through issues dealing with intellectual property rights, data ownership, data sharing and scientific publishing.

BLACK SEA EARTHQUAKE SAFETY NETWORK aims to strengthen the collaboration between data providers and users in the region ensuring possibilities for building joint prevention, monitoring and intervention capacity. Expected network players are: (1) Data providers at all levels (national, county, city) such as state directorates/companies for natural risk management, monitoring services, research organisation, and (2) Data users: ministries, governmental bodies at all levels, universities, institutes, R&D departments, as well as institutions responsible for public awareness and emergency reaction, and general public.

5.1 Types of data

Raw Data - different types of recorded data own by Institutions that sign the Network Agreement. They could be seismological data, GPS data, OBS data and other types of earth-observation parameters, all referring to the project area.

Derived Data - Data obtained by processing the raw data such as catalogues, maps, etc.

Project Records - Documents/Reports/Findings developed in the project framework by the project partners, in collaboration or individual

Project Information - Information provided by *Network members* Provided/Uploaded.

The responsibility for published materials is solely bared by its suppliers only. The access to this information will be free on the project WEB-portal.

5.2 Data ownership, rights and acknowledgments

Raw data remain in the ownership of providing Institutes.



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Right to access raw data will be free for project activities (locating the events in the project area, input for EWS software) and upon request or through collaboration agreement with the data owners with the obligation to give proper acknowledgments

Derived Data -independent and/or collective (project) ownership depending on the level of implication in the work that lead to obtain the derived data. The right to access these data will be, depending on the exact type of data as follow:

- (i) Free for information posted on the project WEB-portal
- (ii) Upon request and after approval by the *ESNET Advisory Board*

Project Records & Project Information -independent and/or collective (project) ownership depending on providers/authors. All these data will be freely accessible on the project WEB-portal.

5.3 Data access and restriction of usage

The criteria for gain access depend on the type of data requested and the declared purpose of use, as well as the commitment of proper acknowledgement for the use of data. The right and level of access and the rights to pass-on (re-use) the data will be defined by the *ESNET Advisory Board*.

ARTICLE 6 - TIMEFRAME AND MAINTENANCE

6.1. Effective Date and Term

This *Agreement* shall become effective when signed by all parties and remain in full force and effect for the time of the project (the "*Initial Term*") until 01 March 2013 or earlier termination as provided herein. Upon the expiration of the Initial Term, the Agreement shall automatically renew for one or more additional terms of two (2) years (each, called a "*Renewal Term*") unless and until either party notifies the others in writing of its intent to terminate at least sixty (60) days prior to the expiration of the then-current Initial Term or Renewal Term. The *Initial Term*, together with any and all *Renewal Terms*, is collectively referred to as the "*Term*".

6.2. Termination

Either Party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under the Agreement and such default continues uncured for a period of thirty (30) days following written notice of default.

Network members other than partners may terminate the Agreement by providing the *Advisory Board* with written notice of termination, 30 days before the effective withdrawn date.

6.3. Technical support

Network Provider will provide an Internet-based support system generally available seven (7) days a week, twenty-four (24) hours a day on the Network Provider's WebSite for the *Initial term* of the project.



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Assistance

Network *Provider* will establish and maintain an organization and process to provide assistance for the Supported Software to *Network members*. Assistance shall include diagnosis and resolution of the deficiencies of the *Software*. *Provider* will use its best efforts to cure, as described below, reported and reproducible errors in the *Software*. Network *Provider* will commence work on resolving the deficiency within twenty four (24) hours of notification and will engage staff during business hours until an acceptable resolution is achieved.

Consulting

Network *Provider* will establish and maintain an organization and process to provide consulting for the implementation or use of the *Software* to *Network members*.

Maintenance

During the *Initial term* of this agreement, Network *Provider* will provide *the Network members* with copyrighted patches, updates, releases and new versions of the *Software* along with other generally available technical material.

ARTICLE 7 - MISCELLANEA

Any notice required or permitted hereunder shall be in writing and shall be delivered to the respective *National representative*.

Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the party drafting the Agreement in construing or interpreting the provisions hereof. Except as provided herein, the rights and remedies of the parties set forth in the Agreement are not exclusive and are in addition to any other rights and remedies available to it at law in equity.

In the case of any disputes under the Agreement, the parties shall first attempt in good faith to resolve their dispute informally, or by means of commercial mediation, without the necessity of formal proceeding. Any controversy or dispute arising out of or relating to the Agreement, or the breach thereof, which cannot otherwise be resolved as provided above, shall be resolved by the European Community Law and the National Laws of Network members.



On behalf of the **NATIONAL INSTITUTE OF GEOPHYSICS, GEODESY AND GEOGRAPHY, Bulgarian Academy of Sciences**

Name of the authorized administrative officer: **Corr. Mem. Nikolay MILOSHEV**
Position: Director

Signature:



Date: *22.10.2012*

On behalf of the **NATIONAL INSTITUTE OF METEOROLOGY AND HYDROLOGY, Bulgarian Academy of Sciences,**

Name of the authorized administrative officer: **Prof. Georgi KORCHEV**
Position: Director

Signature:



Date: *26.10.2012*

On behalf of the **BULGARIAN RED CROSS,**

Name of the authorized administrative officer: **Hristo GRIGOROV**
Position: President

Signature:



Date: *14.11.2012* ✓

On behalf of the **BALCHIK MUNICIPALITY, Republic of Bulgaria,**
Name of the authorized administrative officer: **Nikolay ANGELOV**
Position: Mayor

Signature:



Date: *21.11.2012*

On behalf of the **KAVARNA MUNICIPALITY, Republic of Bulgaria,**
Name of the authorized administrative officer: **Tsonko TSONEV**
Position: Mayor

Signature:



Date: *26.11.2012*



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TR

On behalf of the **INTERNATIONAL BLUE CRESCENT RELIEF AND DEVELOPMENT FOUNDATION, Turkey**, represented by Director, or his authorized representative,

Name of the authorized administrative officer: Muzaffer BACA

Position: Vice President

Signature:

Date:

09.11.2012

Boğaziçi University, Kandilli Observatory and Earthquake Research Institute, represented by Director, or his authorized representative,

Name of the authorized administrative officer: Prof.Dr.Mustafa ERDİK

Position: General Director

Signature:

Date:

09.11.2012

Ministry of Health of Turkey, UMKE, Branch of İstanbul represented by Provincial Director, or his authorized representative,

Name of the authorized administrative officer: Prof.Dr.Ali İhsan DOKUCU

Position: İstanbul Provincial Health Director

Signature:

Date:

09.11.2012

Republic of Turkey, İstanbul Governorship Special Provincial Administration İstanbul Project Coordination Unit, represented by General Director, or his authorized representative,

Name of the authorized administrative officer: K.Gökhan ELGİN

Position: General Director

Signature:

Date:

09.11.2012

Republic of Turkey İstanbul Aydın University Disaster Education Application and Research Centre represented by General Director, or his authorized representative,

Name of the authorized administrative officer: Asst.Prof.Dr.Kubilay KAPTAN

Position: General Director

Signature:

Date:

09.11.2012

RO

On behalf of the **NATIONAL INSTITUTE OF RESEARCH AND DEVELOPMENT FOR EARTH PHYSICS, Romania,**

Name of the authorized administrative officer: Dr. Ing. Constantin IONESCU

Position: GENERAL DIRECTOR

Signature:

Date: 20-XI-2012

On behalf of the **The Foundation for Democracy, Culture and Liberty,**

Name of the authorized administrative officer: Mr. Dragos Stefan Seuleanu

Position: President of the foundation

Signature:

Date: 14-XI-2012

On behalf of the **Prefecture of Constanta, Economic Development, Monitoring Public Services and Emergency Situations,**

Name of the authorized administrative officer: Mr. Eugen BOLA

Position: Constanta County Prefect

Signature:

Date: 12. II 2013

On behalf of the **Inspectorate for Emergency Situations- Constanta County,**

Name of the authorized administrative officer: Colonel Viorel JIANU,

Position: Chief Inspector

Signature:

Date: 12.02.2013

On behalf of the **Romanian Red Cross, Constanta branch,**

Name of the authorized administrative officer: Psychologist Carmen Gica Lungu

Position: DIRECTOR

Signature:

Date: 12.02.2013

On behalf of the **National Research and Development Institute for Marine Geology and Geoecology,**

Name of the authorized administrative officer: Dr. Ing. Gheorghe Oaie

Position: General Director

Signature:


Date: 14-02.-2013

MO

On behalf of the **INSTITUTE OF GEOLOGY AND SEISMOLOGY**, Moldavian Academy of Science

Name of the authorized administrative officer: **Dr. hab. Vasile ALCAZ**

Position: Director


Signature: 

Date: 31.10.2012

On behalf of the **MINISTRY OF REGIONAL DEVELOPMENT AND CONSTRUCTION REPUBLIC OF MOLDOVA**

Name of the authorized administrative officer: **Anatolie ZOLOTCOV**

Position: Deputy Minister


Signature: 

Date: 31.10.2012

On behalf of the **CIVIL PROTECTION AND EMERGENCY SITUATIONS SERVICE/MIA**

Name of the authorized administrative officer: **Mihail HARABAGIU**

Position: Head of the Service


Signature: 

Date: 31.10.2012

On behalf of the **CHISINAU CITY HALL**

Name of the authorized administrative officer: **Nistor GROZAVU**

Position: Vice Mayor


Signature: 

Date: 31.10.12

On behalf of the **INFORMATION SOCIETY DEVELOPMENT INSTITUTE**

Name of the authorized administrative officer: **Igor COJOCARU**

Position: Director


Signature: 

Date: 28.10.2012

On behalf of the **TECHNICAL UNIVERSITY OF MOLDOVA**

Name of the authorized administrative officer: **D. Sc. Prof., Academician Ion BOSTAN**

Position: Rector


Signature: 

Date: 23.10.2012

On behalf of the **STATE UNIVERSITY OF MOLDOVA**

Name of the authorized administrative officer: **Professor, dr. hab. Gheorghe CIOCANU**

Position: Rector


Signature: 

Date: 14.11.2012

On behalf of the **NATIONAL BUREAU OF STATISTICS OF THE REPUBLIC OF MOLDOVA**

Name of the authorized administrative officer: **Lucia SPOIALĂ**

Position: General Director

Signature: 

Date: 31.10.2012