



Advancing Earth Science

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

EGI FOUNDATION AND TERRADUE

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BACKGROUND

EGI Foundation

The EGI Foundation is a not-for-profit foundation established under Dutch law to coordinate EGI. EGI is an international collaboration that federates the digital capabilities, resources and expertise of national and international research communities in Europe and worldwide. The main goal is to empower researchers from all disciplines to collaborate and to carry out data- and compute-intensive science and innovation.

The EGI Foundation has participants and associated participants drawn from representatives of national e-infrastructure consortiums (NGIs), EIROs, ERICs, and other legal entities. These entities provide the physical resources and shared services that enable EGI to deliver, improve and innovate services for communities.

A more detailed description of EGI is attached as Annex 1.

Terradue

Terradue¹ was established in 2006 as a Web 2.0 company and always nurtured this culture. Since 2009, Terradue is accompanying the European Space Agency ESRIN transition from Grid to Cloud services. The company has years of experience in supporting Principal Investigators in their use of Earth Observation (EO) data within state of the art Exploitation Platforms.

Terradue develops and operates the Geohazards and Hydrology Thematic Exploitation Platforms, which are ESA-funded initiatives. The Geohazards Exploitation Platform (Geohazards TEP) is part of an ESA-funded initiative designed to address the challenges traditionally associated with handling complex data streams. The platform gives users direct access to large EO data sets relevant to Geohazards. As a Cloud platform, the GEP provides access to virtualized and federated applications based on satellite data. By bringing processing chains close to the data, and by providing a collaborative environment to foster community exchanges, the Geohazards TEP enables users to allocate time and resources effectively to make a step change in exploiting and sharing satellite-based measurements and improving the understanding and investigation of hazards. The Hydrology Thematic Exploitation Platform (Hydro-TEP) is an ESA-funded development which is designed to provide a broad and very diverse user community with the opportunity of extracting hydrological information from multiple models and data streams (e.g. rain gauges, socio-economic statistics, satellites), using a remote and distributed computing infrastructure and reducing the computational load involved in downloading the final results. Such an approach will enable the extensive time series analysis of dynamic hydrological processes over large areas, for mapping the frequency of floods and droughts, or for mapping water productivity over large river basins or even entire continents.

Both the TEP platforms leverage Terradue's Cloud Brokering framework (based on OpenNebula), which has been already used with external providers (Interoute, Amazon EC2) and it can be extended with additional Cloud providers.

A more detailed description of Terradue is attached as Annex 2.

¹ <https://www.terradue.com>

EGI Resource Providers

Several EGI Resource Providers will be contributing to the activities and objectives of this MoU comprising:

- 100 Percent IT Ltd (100%IT) – United Kingdom²
- Centro de Supercomputación de Galicia (CESGA) - Spain³
- Akademickie Centrum Komputerowe Cyfronet AGH (CYFRONET) - Poland⁴
- Gensellschaft für wissenschaftliche Datenverarbeitung mbH Göttingen (GWDG) - Germany⁵
- The Bari ReCaS DataCenter (RECAS-BARI) - Italy⁶
- The Computing/data grid infrastructure of the Belgian Grid for Research (BEgrid-BELNET) - Belgium⁷

The 6 EGI Resource Providers are predicted to provide **538 vCPU cores, 14TB of RAM and 10TB of storage.**

ARTICLE 1: PURPOSE

The purpose of this Memorandum of Understanding (MoU) is to define a framework of collaboration between the EGI Foundation (including the resource providers) and Terradue (hereafter also referred to as “the Party” or the “Parties”) for delivering the activities outlined within the Joint Work Plan (Article 3). The Parties recognise, by this MoU, the opening of a wider and longer-term cooperation in activities, which will bring visible benefits to everyone involved.

ARTICLE 2: DEFINITIONS

For the purpose of this MoU, the following definitions are relevant:

- The terms defined in the EGI glossary (https://wiki.egi.eu/wiki/Glossary_V2)

ARTICLE 3: JOINT WORK PLAN

The parties contribute to enable the vision of providing European scientists and international collaboration for sustainable distributed computing services to support their work.

In this broad context, the specific goals of the collaboration are to:

- Provide end-user support, at both technical and service level, and consultancy to integrate the Geohazards TEP and Hydrology TEP platforms with the EGI infrastructure.
- Identify cloud providers, within the EGI Federated Cloud Infrastructure, to better support Terradue activities.
- Establish a Service Level Agreement (SLA) between the EGI Foundation (the Provider) and Terradue (the Customer) to specify the services to be provided for supporting Terradue activities and how they will be provided.
- Create Operational Level Agreements (OLAs) between the EGI Foundation and the selected cloud providers identified to support Terradue activities.
- Establish a collaboration framework to guarantee the long-term sustainability and the continuous update of the agreed SLA/OLAs.
- Establish potential longer-term business relationships based on initial proof of concepts and

² <http://100percentit.com/>

³ <http://www.cesga.es/>

⁴ <http://www.cyfronet.krakow.pl/>

⁵ <https://www.gwdg.de/>

⁶ <http://www.recas-bari.it/index.php/it/>

⁷ <http://www.begrid.be/>

clarify/define QoS requirements and assurances.

- Conduct joint and individual promotion of each Party and agreement of activities and objectives.

The specific activities to be carried out in the framework of the collaboration are⁸:

WP1 – Technical Integration

Parties Involved: EGI Foundation, EGI cloud providers, Terradue.

Description of work:

- Continual technical identification of computing, storage capacities and cloud services to support the mission of Terradue which is to innovate services for scientists in the European Research Area (ERA), tailored to their data integration and analysis goals. (EGI Foundation, Terradue).
- Continual technical identification of the EGI core services serving the Terradue activities and provide support to use/integrate them in/with the Geohazards and Hydrology TEPs (EGI Foundation).
- Identify and design adequate solutions to integrate the user provisioning mechanism between the Terradue platforms and the EGI infrastructure (EGI Foundation, Terradue).
- Provide technical support for the progressive migration to native APIs for cloud computing and dismissal of OCCI support (EGI Foundation).

Expected outcome:

- A1.1 (12/2018) – Continual analysis of the technical requirements and preparation of a feasibility study (EGI Foundation, Terradue).
- A1.2 (12/2018) – Further integration of the Terradue platforms with the EGI services (EGI Foundation, Terradue).
- A1.3 (09/2018 and every 6 months) – Assessment and improvement of the adopted solutions (EGI Foundation, Terradue).

WP2 – Preparation of SLA and OLAs

Parties Involved: EGI Foundation, EGI cloud providers, Terradue.

Description of work:

- Negotiate, sign and update of SLA and OLAs between the parties involved in this agreement (EGI Foundation, EGI cloud providers).
- Prepare an SLA between EGI Foundation and Terradue to support the Geohazards and Hydrology TEPs use cases (EGI Foundation, Terradue).
- Prepare OLAs between EGI Foundation and EGI Federated cloud providers to support the two use cases (EGI Foundation, EGI cloud providers).

Expected outcome:

- A2.1 (03/2018) – Preparation/extension of OLAs with the selected cloud providers (EGI Foundation) - DONE.
- A2.2 (03/2018) – Preparation/extension of the SLA between parties (EGI Foundation, Terradue) - DONE.
- A2.3 (every year) – Review of the OLA agreements supporting the SLA (EGI Foundation, EGI cloud providers).

⁸ The Party leading the activity is underlined.

- A2.4 (every year) – Review of the SLA agreement ([EGI Foundation](#), [Terradue](#)).

Note:

- The SLA/OLAs agreements will be reviewed every year up to the end of this MoU, but at any time Terradue can inform EGI Foundation of a change in the requirements needed.
- In these cases, EGI Foundation will take proper actions.

WP3 – Operations and monitoring of the core services

Parties Involved: EGI Foundation, EGI cloud providers, Terradue.

Description of work:

- Maintenance and improvement of the operational environment to allow Terradue platforms to run processing tasks in the EGI infrastructure ([EGI Foundation](#), [EGI cloud providers](#)).
- Configure and operate the EGI core services serving the Terradue activity ([EGI Foundation](#)).
- Configure the VOs^{9,10}/tenants in all of the EGI Federated cloud providers supporting Terradue activities. Depending by the amount of resources needed by the use case, cloud providers will be configured to support one or both VOs ([EGI Foundation](#), [EGI cloud providers](#)).
- Monitor the availability of the provisioned services and service components ([EGI Foundation](#)).
- Monitor the Customer's platforms and services ([Terradue](#)).

Expected outcome:

- A3.1 (12/2018) – Operate the EGI core services for supporting Terradue activities ([EGI Foundation](#)).
- A3.2 (04/2018 and every 6 months) – Enable VOs/tenants in all of the selected cloud providers ([EGI Foundation](#), [EGI cloud providers](#)).
- A3.3 (04/2018 and every 6 months) – Identify and implement possible mitigation actions to prevent SLA violations ([EGI Foundation](#)).
- A3.4 (04/2018 and every month) – Monitor the A/R of the providers ([EGI Foundation](#)).
- A3.5 (04/2018 and every 6 months) – Perform the monitoring of the agreed SLA/OLAs every 6 months ([EGI Foundation](#)).
- A3.6 (every year) – Perform the monitoring of the Customer's platforms and services. Every 6 months the Customer will report the usage records of the platform service. If necessary, the Provider may ask the Customer for a report in an intermediate period ([Terradue](#)).

WP4 – Execution of the pilots

Parties Involved: EGI Foundation, EGI cloud providers, Terradue.

Description of work:

- Execution of the Geohazards and Hydrology TEPs use cases in the provisioned resources.

Expected outcome:

- A4.1 (01/2019) – InSAR Browse Medium Resolution (200m) service of DLR: World tectonic area (70%) pilot successfully executed in the provisioned resources ([Terradue](#), [EGI cloud providers](#)).
- A4.2 (01/2019) – Analysis of the pilot for technical and operation improvements ([EGI Foundation](#), [Terradue](#)).
- A4.3 (02/2019) – InSAR Browse Medium Resolution (200m) service of DLR: World tectonic area

⁹ <http://operations-portal.egi.eu/vo/view/voname/geohazards.terrardue.com>

¹⁰ <http://operations-portal.egi.eu/vo/view/voname/hydrology.terrardue.com>

(100%) pilot successfully executed in the provisioned resources (Terradue, EGI cloud providers).

- A4.4 (01/2019) – InSAR Browse High Resolution (50m) service of DLR: About 20 volcanoes pilot successfully executed in the provisioned resources (Terradue, EGI cloud providers).
- A4.5 (02/2019 and every 6 months) – Analysis of the pilots for technical and operation improvements (EGI Foundation, Terradue).
- A4.6 (02/2019 and every 6 months) – Review the list of use cases. Update timelines of the Geohazards and Hydrology TEPs use cases (EGI Foundation, Terradue).

Note 1: The pilot cases will be performed up to February 2019, further outcomes will be added in the next document review.

Note 2: Terradue will acknowledge the support of the EGI Foundation and the use of EGI cloud providers' resources in each and every, whether verbal or written, communication about pilots' results (whenever these have been achieved relying on EGI resources).

WP5 – Business Development

Parties Involved: EGI Foundation, Terradue.

Description of work:

- Define business models for long-term service delivery and support.

Expected outcome:

- A5.1 (2018 and every year) – Analysis of Quality of Service (QoS) requirements for commercial offerings (EGI Foundation, Terradue).
- A5.2 (02/2020) – Defined business model for continuous operations (EGI Foundation, Terradue).

WP6 – Marketing

Parties Involved: EGI Foundation, Terradue.

Description of work:

- Ensure visibility of both parties via networks for marketing and communication opportunities.

Expected outcome:

- A6.1 (07/2018) – Joint announcement of MoU (EGI Foundation, Terradue).
- A6.2 (07/2018) – Dedicated mention of the other Party on own website (EGI Foundation, Terradue).
- A6.3 (2018 and every year) – Publication of results. If necessary, the Provider may ask the Customer for a report in an intermediate period (Terradue).

The EGI Foundation User Community Support Team (UCST) and the Operations Team (OPS) will coordinate the periodic review of the progress of the activities defined in the table above, follow-up the milestones and distribute reports to both Parties. Special meetings between the points of contact designated under Article 4 (Communication) shall be held, as often as necessary, to examine the progress in the implementation of this Agreement.

ARTICLE 4: COMMUNICATION

The Parties shall keep each other informed on all their respective activities and on their progress and shall consult regularly on areas offering potential for cooperation.

Terradue will accept and comply with EGI Foundation policies and procedures that apply to the users

of EGI (http://go.egi.eu/policies_and_procedures).

Joint working groups may be established to examine in detail proposals in areas assigned to them by the Parties referred to in Article 2 (Joint Work Plan) and to make recommendations to the Parties.

Each Party shall designate a "point of contact" that shall be responsible for monitoring the implementation of this MoU and for taking measures to assist in the further development of cooperative activities. Such points of contact shall be the ordinary channel for the Parties' communication of proposals for cooperation.

The primary point of contact for each Party is:

EGI Foundation: Diego Scardaci <diego.scardaci@egi.eu>

Terradue: Fabrice Brito <fabrice.brito@terradue.com>

Questions of principle or problems that cannot be solved at primary contact level are escalated to the EGI Foundation Director and the Terradue CEO or *Highest Role applicable*.

ARTICLE 5: RIGHTS AND RESPONSIBILITIES

The procedure is set out in Annex 4.

ARTICLE 6: FUNDING

Each Party shall bear the costs of discharging its respective responsibilities under this MoU, including travel and subsistence of its own personnel and transportation of goods and equipment and associated documentation, unless otherwise agreed in this MoU.

Each Party shall make available free of charge to the other Party any office/meeting space needed for the joint activities.

The Parties' obligations hereunder are subject to their respective funding procedures and the availability of appropriated funds. Should either Party encounter budgetary problems in the course of its respective internal procedures that may affect the activities carried out under this MoU, that Party shall notify and consult with the other Party in a timely manner in order to minimize the negative impact of such problems on the cooperation. The Parties shall jointly look for mutually agreeable solutions.

In order to reduce the impact on travel costs, face-to-face meetings should be co-located with other events where participants are likely to attend. Meeting via teleconferences should be considered when the nature of the discussion does not strictly require a face-to-face presence.

ARTICLE 7: ENTRY INTO FORCE, DURATION AND TERMINATION

This MoU will enter into force when signed by the authorized representatives of the Parties and shall remain in force until completion of the activities identified in Article 2 (Joint Work Plan), or upon termination of the projects in which the Parties participate, or upon three (3) months prior written notice by one Party to the other. In the event of termination, the parties shall endeavour to reach agreement on terms and conditions to minimize negative impacts on the other Party. In the event of the continuation of the present cooperation, the Agreement may be extended and/or amended by mutual agreement in writing.

ARTICLE 8: AMENDMENTS

The MoU may be amended by written agreement of the Parties. Amendments shall be valid only if signed by the authorized representatives of the Parties.

ARTICLE 9: ANNEXES

Annexes 1, 2, 3, 4 and 5 attached hereto have the same validity as this MoU and together constitute the entire understanding and rights and obligations covering the cooperation accepted by the Parties under this MoU. Annexes may be amended following the provisions of Article 8: Amendments.

ARTICLE 10: LANGUAGE

The language for this MoU, its interpretation and all cooperative activities foreseen for its implementation, is English.

ARTICLE 11: GOVERNING LAW – DISPUTE RESOLUTION

The terms of this MoU shall be interpreted in accordance with their true meaning and effect independently of national and local law. Provided that if and insofar as this MoU does not stipulate, or any of its terms are ambiguous or unclear reference shall be made to the substantive laws of Belgium. Disputes shall be resolved by amicable settlement or failing which by mediation in accordance with the procedure set out in Annex 5.

Memorandum of Understanding between EGI Foundation and Terradue

IN WITNESS WHEREOF, the Parties have caused their duly authorised representatives to sign two originals of this Memorandum of Understanding, in the English language.

The following agree to the terms and conditions of this MoU:

DocuSigned by:

Yannick Legré

75448E6343364B1...

Yannick Legré
EGI Foundation Director

DocuSigned by:

Fabrice Brito

F5B54E0435B8448...

Fabrice Brito
Terradue CEO

Date 7/25/2018 12:19:56 AM PDT

Date 7/25/2018 1:15:09 AM PDT

ANNEX 1 – EGI FOUNDATION DESCRIPTION

EGI Foundation is a not-for-profit foundation established under the Dutch law to coordinate EGI (<https://www.egi.eu/>). EGI Foundation is an international collaboration that federates the digital capabilities, resources and expertise of national and international research communities in Europe and worldwide. The main goal is to empower researchers from all disciplines to collaborate and to carry out data- and compute- intensive science and innovation.

The EGI Foundation has participants and associated participants drawn from representatives of national e- infrastructure consortiums (NGIs), EIROs, ERICs, and other legal entities. These entities provide the physical resources and shared services that enable EGI to deliver, improve and innovate services for communities.

EGI is supporting 'grids' of high-performance computing (HPC) and high-throughput computing (HTC) resources and is also ideally placed to integrate new Distributed Computing Infrastructures (DCIs) such as clouds, supercomputing networks and desktop grids.

The EGI Foundation coordinates areas such as overseeing infrastructure operations, user community support, contact with technology providers, strategy and policy development, flagship events and dissemination of news and achievements.

The EGI federation brings together more than 350 data centres worldwide and also includes the largest community cloud federation in Europe with 20 cloud providers, of which one is commercial, across 12 European countries offering IaaS cloud and storage services.

EGI offering includes a federated IaaS cloud to run compute- or data-intensive tasks and host online services in virtual machines or Docker containers on IT resources accessible via a uniform interface; high-throughput data analysis to run compute-intensive tasks for producing and analysing large datasets and store/retrieve research data efficiently across multiple service providers; federated operations to manage service access and operations from heterogeneous distributed infrastructures and integrate resources from multiple independent providers with technologies, processes and expertise offered by EGI; consultancy for user-driven innovation to assess research computing needs and provide tailored solutions for advanced computing.

Over the last decade, EGI has built a federation of long-term distributed compute and storage infrastructures that has delivered unprecedented data analysis capabilities to more than 57,000 researchers from many disciplines (e.g., Medical and Health Sciences, Natural Sciences, Engineering and Technology, Agricultural Sciences, and Art and Humanities). Examples of the supported research include the search for the Higgs boson at the Large Hadron Collider particle accelerator at CERN; finding new tools to diagnose and monitor diseases such as Alzheimer's, or the development of complex simulations to model climate change.

The EGI Cloud Federation aggregates resources by defining a set of standard open-source interfaces and protocols to access the different cloud functions - such as resource discovery, user authentication, compute and data access services - in a uniform way at all the sites, enabling workloads to span and seamlessly migrate across resource centers. Through the EGI Virtual Machine image library – the Application Database – EGI offers the possibility to share and reuse virtual appliances and to dynamically deploy them in a federated cloud infrastructure. Besides cloud compute and storage services, the cloud will offer the capability of accessing open datasets of public and commercial relevance for scalable access to big research data, fostering a culture and environment for sharing and reuse of open research data. EGI supports the implementation and adoption of cloud open standards.

The EGI technical platforms are co-developed with research communities and technology providers. In order to do so, EGI has established processes and technical infrastructures for requirements gathering, software validation, verification and distribution through the Unified Middleware Distribution.

Through its solutions for High Throughput Computing, Cloud, Federated Operations and Community-driven innovation and support, EGI is contributing to the Open Science Commons vision (<http://go.egi.eu/osc>) according to which Researchers from all disciplines have easy, integrated and open access to the advanced digital services, scientific instruments, data, knowledge and expertise they need to collaborate to achieve excellence in science, research and innovation.

ANNEX 2 – TERRADUE DESCRIPTION

Terradue (<https://www.terradue.com/>) was established in 2006 as a Web 2.0 company and always nurtured this culture. Since 2009, Terradue is accompanying the European Space Agency ESRIN transition from Grid to Cloud services. The company has years of experience in supporting Principal Investigators in their use of EO data within state of the art Exploitation Platforms.

Terradue Srl is addressing the Earth Sciences research & education sector, with core competencies aimed at engineering distributed systems & Cloud services, providing consultancy for international organisations, and developing partner programs for Terradue's Open Source Software & Open Standards strategy.

Terradue UK Ltd is an operating subsidiary for the Climate Change market, with core competencies aimed at leveraging Open Web and e-Infrastructure components, in support of Terradue's Space & Innovation strategy.

The company has an international footprint with offices in Rome, Italy and Harwell Oxford, UK, and a flexible modus operandi as a distributed enterprise, that currently offers representations in Paris, France (Business Development and coordination with EC Initiatives) and Rio de Janeiro, Brazil (Business Development and consultancy for International Institutions).

Terradue mission is to innovate services for scientists in the European Research Area, tailored to their data integration and analysis goals.

The company contributes to build Earth Sciences research ecosystems where public and private sectors jointly identify capacity gaps and develop innovative solutions that aim at better-prepared people for the new digital, computational science.

As many research infrastructures in Europe still need enhanced ICT provisioning approaches, Terradue develops the service integration layers that connect scientists to the Web and Cloud resources that can empower their research.

ANNEX 3 – SLA DESCRIPTION

The Service Level Agreement (“the Agreement”) between the EGI Foundation (the Provider) and Terradue (the Customer) to define the provision and support of the provided services is available online¹¹.

ANNEX 4 – RIGHTS AND RESPONSIBILITIES

A. GENERAL

1. Parties agree to adhere to applicable policies and procedures relating to the use of the production infrastructure and/or platform.
2. A Party, which makes material, equipment or components available to the other Party, for the purposes of activities under this MoU shall remain the proprietor of such material, equipment or components.
3. Each Party shall remain fully responsible for its own activities, including the fulfilment of its obligations under any grant agreement with the European Commission or under any consortium agreement related thereto.

B. PERSONNEL

1. Each Party shall be solely responsible for any personnel hired to carry out work under this MoU.
2. In case personnel employed by one Party temporarily carries out work under this MoU on the premises of another (hereafter referred to as “secondment”), the following provisions shall apply:
 - (a) The persons seconded shall be subject to all regulations, including, in particular, safety regulations, applicable on the site of the Party they are seconded to.
 - (b) The personnel seconded by a Party to another shall remain employees of the Party having

¹¹ <https://documents.egi.eu/public/ShowDocument?docid=2763>

seconded them and such Party, as employer, shall bear exclusive responsibility for the payment of salary and for the procurement of adequate social security and insurance, including third party liability insurance and health insurance.

(c) Unless otherwise agreed by the Parties concerned, Intellectual Property Rights generated by personnel seconded by a Party to another shall be owned by the Party having seconded such personnel.

C. INTELLECTUAL PROPERTY RIGHTS AND LICENSE

1. "Intellectual Property Rights" shall mean all intellectual creations including but not limited to inventions, know-how, layouts, drawings, designs, specifications, computer programs, reports, processes, protocols, calculations and any other matter and protected by intellectual property rights, whether registered or not, including patents, registered designs, copyrights, design rights and all similar proprietary rights and applications for protection thereof.

2. Intellectual property rights generated by a Party under this MoU shall be the property of that Party who shall be free to protect, transfer and use such Intellectual Property Rights as it deems fit.

3. Notwithstanding the foregoing each Party shall grant the other a non-exclusive royalty free, perpetual license to use the Intellectual Property Rights generated by it under this MoU for use within its project or for the exploitation the results thereof. Such license shall include the right to sublicense the entities involved in the project.

D. JOINTLY OWNED RESULTS

1. Results that were jointly generated by both Parties will be jointly owned by the Parties, hereinafter referred to as ("Jointly Owned Results") and each of the Parties shall be free to use these Jointly Owned Results as it sees fit without owing the other Party any compensation or requiring the consent of the other Party. Each Party, therefore, for example and without limitation, has the transferable right to grant non-exclusive, further transferable licenses under such Jointly Owned Results to third parties. Each Party shall be entitled to disclose such Jointly Owned Results without restrictions unless such Jointly Owned Results contain a Joint Invention in which case no disclosure must be made prior to the filing of a priority application.

2. With respect to any joint invention resulting from this MoU (i.e. any invention jointly made by employees of both Parties), the features of which cannot be separately applied for as Intellectual Property Rights and which are eligible for statutory protection requiring an application or registration (herein referred to as "Joint Invention"), the Parties shall agree on which Party will carry out any filing as well as any further details with regard to persecuting and maintaining of relevant patent applications.

E. PUBLIC RELATIONS

1. Any publication by a Party resulting from the activities carried out under this MoU shall be subject to prior agreement of the other Party not be unreasonably withheld.

2. The Parties may, each, release information to the public, provided it is related only to its own part of the activities under this MoU. In cases where the activities of the other Party are concerned prior consultation shall be sought. In all relevant public relations activities, the contribution of each Party related to activities covered by this MoU shall be duly acknowledged.

F. CONFIDENTIALITY OF INFORMATION

1. The Parties may disclose to each other information that the disclosing Party deems confidential and which is (i) in writing and marked "confidential", or (ii) disclosed orally, and identified as confidential when disclosed, and reduced in writing and marked "confidential" within fifteen (15) days of the oral disclosure (hereafter referred to as "Confidential Information"). Confidential Information shall be held in confidence and shall not be disclosed by the receiving Party to any third party without the prior written consent of the disclosing Party.

2. Notwithstanding the foregoing a Party is entitled to disclose Confidential Information which it is required by law to disclose or which, in a lawful manner, it has obtained from a third party without any obligation of confidentiality, or which it has developed independently from any Confidential Information received under this MoU, or which has become public knowledge other than as a result of a breach on its part of these confidentiality provisions.

G. LIABILITY

1. Each Party shall use reasonable endeavors to ensure the accuracy of any information or materials it supplies to the other Party and of any other contribution it makes hereunder and promptly to correct any error therein of which it is notified. The supplying Party shall be under no obligation or liability other than as stated above and no warranty or representation of any kind is made, given or to be implied as to the sufficiency, accuracy or fitness for a particular purpose of such information, materials or other contribution or as to the absence of any infringement of any proprietary rights of third parties through the possession or use of such information, materials or other contribution. The recipient Party shall be entirely responsible for its use of such information, materials or other contribution and shall hold the other Party free and harmless and indemnify it for any loss or damage with regard thereto.

2. Except in case of gross negligence or willful misconduct, neither Party shall be liable for any indirect or consequential damages of the other Party, including loss of profit or interest, under any legal cause whatsoever and on account of whatsoever reason.

H. PARTICIPATION IN SIMILAR ACTIVITIES

1. Parties are not prevented by this MoU from participating in activities similar to those described in this document with third parties. There is no obligation to disclose any similar activity to the other party. However, when considered of mutual benefit, both parties are encouraged to involve the other party in similar activities to the goal of disseminating the knowledge about EGI Foundation.

ANNEX 5 – SETTLEMENT OF DISPUTES

1. Any dispute, controversy or claim arising under, out of or relating to this MoU and any subsequent amendments of this MoU, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, will try to be solved through mediation, according to the rules of bMediation, Brussels.
2. The Parties undertake not to put an end to the mediation before the introductory statement made by each Party in joint session.
3. Should the mediation fail to bring about a full agreement between the Parties putting an end to the dispute, sole competent courts will be the courts of Brussels.
4. The costs including all reasonable fees expended by the Parties to any mediation hereunder shall be shared equally between the Parties.