



**Memorandum of Understanding
between
EGI.eu and UFRJ**



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Resource Infrastructure Provider MoU



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BACKGROUND.....	3
ARTICLE 1: PURPOSE.....	3
ARTICLE 2: DEFINITIONS	3
ARTICLE 3: INFRASTRUCTURE COMPOSITION	4
ARTICLE 4: JOINT WORK PLAN.....	5
ARTICLE 5: TIMELINE AND REPORTING.....	7
ARTICLE 6: COMMUNICATION.....	7
ARTICLE 7: PARTICIPATION IN EGLEU GROUPS.....	8
ARTICLE 8: RIGHTS AND RESPONSIBILITIES	8
ARTICLE 9: FUNDING	8
ARTICLE 10: ENTRY INTO FORCE, DURATION AND TERMINATION	8
ARTICLE 11: AMENDMENTS	8
ARTICLE 12: ANNEXES.....	8
ARTICLE 13: LANGUAGE.....	9
ARTICLE 14: GOVERNING LAW - DISPUTE RESOLUTION	9



Memorandum of Understanding between EGI.eu and UFRJ



BACKGROUND

The Stichting European Grid Initiative Foundation (hereafter referred to as “EGI.eu”) has been created under the Dutch law with the mission to create and maintain a pan-European Grid Infrastructure in collaboration with its Participants i.e. the National Grid Initiatives (NGIs) and Associated participants (e.g. European International Research Organisations - EIROs) in order to guarantee the long-term availability of a generic e-infrastructure for all European research communities and their international collaborators. In its role of coordinating grid activities between European NGIs EGI.eu will: 1) operate a secure integrated production grid infrastructure that seamlessly federates resources from providers around Europe; 2) coordinate the support of the research communities using the European infrastructure coordinated by EGI.eu; 3) work with software providers within Europe and worldwide to provide high-quality innovative software solutions that deliver the capability required by our user communities; 4) ensure the development of EGI.eu through the coordination and participation in collaborative research projects that bring innovation to European Distributed Computing Infrastructures (DCIs). A summary of EGI.eu is attached as Annex 1.

The *Universidade Federal do Rio de Janeiro* (hereafter referred to as “UFRJ”), is representing the GISELA Consortium that aims at ensuring the long-term sustainability of the European – Latin American (EU-LA) e-Infrastructure, thus guaranteeing the continuity and the enhancements of the EU-LA Virtual Research Communities (VRCs) using it. For this purpose, the GISELA Consortium focuses on two inter-related goals:

- Implementing a long-term sustainability model rooted on the concept of Latin American Grid Initiative (LGI) and National Grid Initiatives (NGIs);
- Supporting Virtual Research Communities (VRCs) with the relevant e-Infrastructure and Application-related Services required for their research.

Summaries of both UFRJ and GISELA are attached as Annex 2.

ARTICLE 1: PURPOSE

The purpose of this Memorandum of Understanding¹ (MoU) is to define a framework of collaboration between EGI.eu and UFRJ (hereafter also referred to as “the Party” or the “Parties”). The Parties recognise, by this MoU, the opening of a wider and longer-term cooperation in activities that will bring visible benefits.

ARTICLE 2: DEFINITIONS

For the purpose of this MoU:

1. The **Resource Infrastructure Provider** represents a federation of Institutions willing to integrate resources with the EGI Resource Infrastructure via a set of Resource Centres. The Resource Infrastructure Provider is formally delegated to represent the respective Institutions

¹ An MoU is a written agreement that clarifies relationships and responsibilities between two or more parties that share services, clients, and resources.



Memorandum of Understanding between EGI.eu and UFRJ



in the relevant EGI policy groups². The Resource Infrastructure Provider is a legal organization with a sustainable structure that has the capacity to sign an MoU with EGI.eu. It is responsible of establishing, managing and of operating directly or indirectly the operational services to an agreed level of quality. It holds the responsibility of integrating them in the EGI Resource Infrastructure to enable uniform resource access and sharing for the benefit of their consuming end-users. The Resource Infrastructure Provider is willing to subscribe and enforce EGI policies³ and procedures⁴ within the restrictions of local laws and local Resource Centre autonomy, and the Operational Level Agreements (OLAs)⁵ defined in the framework of this document. The Resource Infrastructure Provider has a mandate to represent the Resource Centres in the Operations Management Board – see below – to bring there their operational requirements, and contributes to the discussion of standards, policies, procedures and roadmaps through the relevant EGI policy groups. The Resource Infrastructure Provider is responsible for appointing one *Operations Manager* who represents the Resource Infrastructure Provider within the OMB⁶.

2. **Virtual Research Community (VRC)** is defined as an organisational grouping that brings together transient Virtual Organisations within a persistent and sustainable structure. A VRC must be a self-organising group that collects and represents the interests of a focussed collection of researchers across a clear and well-defined field. Named contacts are agreed upon by the VRC to perform specific roles and these then form the communication channel between the VRC and EGI.
3. **Operations Management Board (OMB)**. The OMB is the operations body that develops strategy and technical priorities concerning the deployment and operation of the production infrastructure, oversees the status and progress of the global EGI operational services and of the Operations Centre services⁷.

ARTICLE 3: INFRASTRUCTURE COMPOSITION

UFRJ received a mandate from the GISELA consortium to represent the following Institutions, who wish to participate in the framework of collaboration defined in this document, and delegate it to represent them in EGI.eu policy groups:

- CEDIA – Consorcio Ecuatoriano para el Desarrollo de Internet Avanzado (Ecuador)
- CEFET-RJ – Centro Federal de Educação Tecnológica Celso Suckow da Fonseca – Rio de Janeiro (Brazil)
- INNOVA-T – Fundación para la Innovación y Transferencia de Tecnología (Argentina) on behalf of
 - UNLP – Universidad Nacional de La Plata (Argentina)

² <http://www.egi.eu/policy/groups/>

³ <https://wiki.egi.eu/wiki/SPG:Documents>

⁴ <https://wiki.egi.eu/wiki/Operations:OD#Procedures>

⁵ Operational Level Agreement between NGI and a site (<https://documents.egi.eu/document/31>)

⁶ For more information about the EGI Operations stakeholders and governance model please refer to the EGI-InSPIRE Deliverable D4.1 EGI Operations Architecture (<https://documents.egi.eu/secure/ShowDocument?docid=218>)

⁷ Operations Management Board Terms of Reference (<https://documents.egi.eu/document/117>)



Memorandum of Understanding between EGI.eu and UFRJ



- UNRC – Universidad Nacional (Argentina)
- UFCG – Universidade Federal de Campina Grande (Brazil)
- UFRJ – Universidade Federal do Rio de Janeiro (Brazil)
- ULA-MERIDA – Universidad de los Andes (Venezuela)
- USB – Universidad Simón Bolívar (Venezuela)

Annex 2 contains the list of the participating Resource Centres that the listed Institutions are responsible for.

The GISELA Consortium will provide operational services to the aforementioned Institutions. Additional Institutions that are not part of the GISELA Consortium willing to participate in this framework of collaboration will need to sign the GISELA collaboration MoU⁸.

ARTICLE 4: JOINT WORK PLAN

The specific goals of the collaboration are:

1. To enhance the capacities of both infrastructures;
2. To provide Local and Global operational services as needed to support the international user community and the EGI operational needs;
3. To subscribe to a mandatory set of policies, procedures and OLAs;
4. To comply with the operations interfaces required by the EGI Operations Architecture⁹, which are needed to ensure seamless and interoperable access to resources;
5. To participate in the Operations Management Board to contribute to the EGI operations agenda.

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

A.1 Participation to the Operations Management Board

Parties Involved: EGI.eu; UFRJ

Leading partner: EGI.eu Operations Officer

Description of work: UFRJ to be regularly represented in the Operations Management Board, to provide requirements necessary to drive the evolution of the operations architecture and generally to provide feedback through attendance to meetings, questionnaires and e-mail.

Expected outcome: Participation to OMB work.

- M1.1: Appointment of a UFRJ Operations Manager, and subscription of UFRJ operation representatives to relevant EGI.eu groups and mailing lists.

⁸ <http://documents.gisela-grid.eu/record/24?ln=en>

⁹ EGI Operations Architecture, EGI-InSPIRE Deliverable D4.1, Jan 2010 <https://documents.egi.eu/document/218>



Memorandum of Understanding between EGI.eu and UFRJ



A.2 Global services

Parties Involved: EGI.eu; UFRJ

Leading partner: EGI.eu Operations Officer

Description of work: Identify a set of EGI.eu Global services UFRJ is interested in using together with the respective guaranteed quality parameters that EGI.eu commits to provide.

Expected outcome: An EGI.eu OLA defining the Global services and the respective minimum quality of service requested by UFRJ.

- M2.1: EGI.eu OLA defining the Global services offered is released and approved. The OLA should be periodically reviewed, at least yearly.
- M2.2: Annual report on used EGI.eu Global services, including performance and utilization statistics.

A.3 Local services

Parties Involved: EGI.eu; UFRJ

Leading partner: UFRJ

Description of work: Identify a set of UFRJ Local services and the respective minimum quality of service that the Party commits to provide to EGI.eu in order to be part of EGI.

Expected outcome: A Resource Infrastructure Provider OLA defining services and the respective minimum quality of service requested by EGI.eu.

- M3.1: Resource Infrastructure Provider OLA is released and approved.
- M3.2: Annual report on UFRJ services, including performance and utilization statistics.

A.4 Integration

Parties Involved: EGI.eu; UFRJ

Leading partner: EGI COD¹⁰

Description of work: UFRJ infrastructure to be supported, validated and integrated by EGI.eu within EGI according to the established procedures.

Expected outcome: UFRJ enters the EGI production infrastructure.

- M4.1: UFRJ starts operations as an EGI integrated production infrastructure.
- M4.2: Annual assessment of UFRJ infrastructure installed capacity and utilization.

¹⁰ Central Operator on Duty



Memorandum of Understanding between EGI.eu and UFRJ



ARTICLE 5: TIMELINE AND REPORTING

The EGI.eu Policy Development Team (PDT) will coordinate the periodic review of the progress of the activities defined in Article 4 (Joint Work Plan), follow-up the milestones defined below and distribute reports to both Parties. Special meetings between the points of contact designated under Article 6 (Communication) shall be held, as often as necessary, to examine the progress in the implementation of this Agreement.

Date (mm/yyyy)	Activity	Additional Information
05/2011	Task A.1	M1.1: Appointment of a UFRJ Operations Manager, subscription of UFRJ operations representatives to relevant EGI.eu groups and mailing lists are completed
12/2011	Task A.2	M2.1 EGI.eu OLA is released and approved
02/2012	Task A.2	M2.2: Annual report on used EGI.eu Global services including performance and utilization statistics
12/2011	Task A.3	M3.1: Resource Infrastructure Provider OLA is released and approved.
08/2012	Task A.3	M3.2: Annual report on used UFRJ Local services including performance and utilization statistics
05/2011	Task A.4	M4.1: UFRJ starts operations as an EGI integrated production infrastructure
08/2012	Task A.4	M4.2: Annual assessment of UFRJ infrastructure installed capacity and utilization

ARTICLE 6: COMMUNICATION

The Parties shall keep each other informed on all their respective activities and progress, and shall consult regularly on areas offering potential for cooperation and ensure close cooperation through participation to the OMB.

Each Party shall designate a “point of contact” to 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.eu: Chief Operations Office. E-mail: operations (at) egi.eu

UFRJ: Operations Office. E-mail: operations (at) gisela-grid.eu

Questions of principle or problems that cannot be solved at primary contact level are escalated to the EGI.eu Director director (at) egi.eu and the UFRJ SCRI¹¹ Coordinator ri (at) reitoria.ufrj.br.

¹¹ SCRI- Setor de Convênios e Relações Internacionais



Memorandum of Understanding between EGI.eu and UFRJ



ARTICLE 7: PARTICIPATION IN EGI.EU GROUPS

UFRJ agrees to name a technical representative (with deputy) for the EGI OMB.
UFRJ may be asked to nominate representatives to serve on other policy groups as appropriate.

ARTICLE 8: RIGHTS AND RESPONSIBILITIES

The procedure is set out in Annex 3.

ARTICLE 9: 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 minimise the negative impact of such problems on the cooperation. The Parties shall jointly look for mutually agreeable solutions.

ARTICLE 10: 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 4 (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 minimise 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 11: AMENDMENTS

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

ARTICLE 12: ANNEXES

Annexes 1, 2, 3 and 4 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 11 (Amendments).



**Memorandum of Understanding
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EGI.eu and UFRJ**



ARTICLE 13: LANGUAGE

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

ARTICLE 14: 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 arbitration in accordance with the procedure set out in Annex 4.



Memorandum of Understanding
between
EGI.eu and UFRJ



Memorandum of Understanding between EGI.eu and UFRJ

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:

Dr. Steven Newhouse
EGI.eu Director

Geraldo Nunes

Coordenador de Convênios e Relações
Internacionais do Gabinete do Reitor



Prof. Geraldo Nunes
UFRJ – SCRI coordinator

Date:

11/4/11

Date: 04 April 2011



Memorandum of Understanding between EGI.eu and UFRJ



Annex 1 - EGI.eu

Background to EGI.eu

To support science and innovation, a lasting operational model for e-Infrastructure is needed – both for coordinating the infrastructure and for delivering integrated services that cross national borders. The objective of EGI.eu (a foundation established under Dutch law) is to create and maintain a pan-European Grid Infrastructure in collaboration with National Grid Initiatives (NGIs) in order to guarantee the long-term availability of a generic e-infrastructure for all European research communities and their international collaborators.

In its role of coordinating grid activities between European NGIs, EGI.eu will:

- Operate a secure integrated production grid infrastructure that seamlessly federates resources from providers around Europe
- Coordinate the support of the research communities using the European infrastructure coordinated by EGI.eu
- Work with software providers within Europe and worldwide to provide high-quality innovative software solutions that deliver the capability required by our user communities
- Ensure the development of EGI.eu through the coordination and participation in collaborative research projects that bring innovation to European Distributed Computing Infrastructures (DCIs)

The EGI.eu is supporting ‘grids’ of high-performance computing (HPC) and high-throughput computing (HTC) resources. EGI.eu will also be ideally placed to integrate new Distributed Computing Infrastructures (DCIs) such as clouds, supercomputing networks and desktop grids, to benefit the user communities within the European Research Area.

EGI will collect user requirements and provide support for the current and emerging user communities. Support will also be given to the current heavy users of the infrastructure, such as high energy physics, computational chemistry and life sciences, as they move their critical services and tools from a centralised support model to one driven by their own individual communities.

The EGI community is a federation of independent national and community resource providers, whose resources support specific research communities and international collaborators both within Europe and worldwide. EGI.eu, coordinator of EGI, brings together partner institutions established within the community to provide a set of essential human and technical services that enable secure integrated access to distributed resources on behalf of the community.

The production infrastructure supports Virtual Research Communities – structured international user communities – that are grouped into specific research domains. VRCs are formally represented within EGI at both a technical and strategic level.



Memorandum of Understanding between EGI.eu and UFRJ



Annex 2 - UFRJ and GISELA

Background to UFRJ

A substantial part of scientific research in Brazil is concentrated either at UFRJ (www.ufrj.br) or at the São Paulo State University. Among the federal research universities, UFRJ is the largest and one of the most qualified in many areas. It counts on about 36,000 undergraduate and 5,000 graduate students, 3.550 academic staff working in more than 750 laboratories and 8 hospitals, organized in 48 Teaching Units. UFRJ has a sizeable fraction of the Brazilian excellence centres in science and represents about 10% of the national scientific production. In the year of 2000, the Brazilian Ministry of Science and Technology, in conjunction with the World Bank, launched a world wide effort called the “Millennium Institutes” programme that aimed at reinforcing the most advanced science and technology research groups in the country. Of the 17 “Millennium Institutes” thus created, ten have the participation of UFRJ research groups. UFRJ is also involved in running the Brazilian high-speed optical networking Test-bed (GIGA project). Furthermore, UFRJ, as a member of the CEDERJ consortium, offers a distance learning degree in Physics to students from the State of Rio de Janeiro. Finally, UFRJ is known to have established strong collaborations in many areas with European institutions for a long time.

Background to GISELA

The GISELA project objective is to guarantee the long-term sustainability of the European – Latin American e-Infrastructure and thus ensure the continuity and enhancement of the Virtual Research Communities using it. GISELA focuses on:

- Implementing the Latin American Grid Initiative (LGI) sustainability model rooted on National Grid Initiatives (NGI) or Equivalent Domestic Grid Structures (EDGS), in association with CLARA and collaborating with EGI.
- Providing VRCs with the e-Infrastructure and Application-related services required to improve the effectiveness of their research, addressing both former EELA-2¹² small user communities and larger VRCs.

The GISELA mission is twofold:

1) Ensure the sustainability of the EU-LA e-Infrastructure

With the sustainability of the EU part of the e-Infrastructure being handled by EGI.eu, GISELA focuses on its LA component. The tasks, at each level of the e-Infrastructure are:

- Institution: Get all Services fully operational in the Resource Centre;
- Country: Implement all Grid Operation Centre Services;
- Continent: Implement all Grid & Network Support Centres Services;
- Support a catchall Grid Operation Centre.

2) Support Virtual Research Communities

The support encompasses:

- User Support:

¹² <http://www.eu-eela.eu/>



Memorandum of Understanding between EGI.eu and UFRJ



- Provide access to the EU-LA Infrastructure to Virtual Organisations represented in GISELA (HEP, Life Sciences, Earth Sciences etc);
- Publicise and support the GISELA e-Infrastructure and Application Services;
- Collaborate with VRCs or SSCs to the development of integrated services (e.g. gateways).
- Training & Dissemination activities
 - Organisation of tutorials for single users and VRCs;
 - Coordination of dissemination actions, workshops, Conferences;
 - Production of dissemination material.

Grid Services for VRCs will be provided by CLARA on the basis of a business plan using a Life Cycle Product Management approach.

UFRJ and GISELA relationship

UFRJ has been one of the pioneer institutions in Grid deployment in Latin America. In particular, it was a leading partner in the EELA and EELA-2 projects and currently in GISELA, being responsible for most of the infrastructure operation and support.

Resource Centres

Amongst the Resource Centres linked to GISELA, the following ones have adhered to this MoU:

- CEDIA¹³
- CEFET-RJ
- EELA-UNLP
- GRyDS-USB
- LSD-UFCG
- UFRJ-IF
- ULA-MERIDA
- UNRC¹³

¹³ Preliminary name



Memorandum of Understanding between EGI.eu and UFRJ



Annex 3 - Rights and Responsibilities

A. GENERAL

1. UFRJ agrees to adhere to applicable policies and procedures relating to the use of the production infrastructure.
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 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



Memorandum of Understanding between EGI.eu and UFRJ



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. EGI.eu and UFRJ 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 endeavours 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.



Memorandum of Understanding between EGI.eu and UFRJ



2. Except in case of gross negligence or wilful 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 MoU 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.eu.

Annex 4 Settlement of Disputes

1. All disputes or differences arising in connection with this MoU which cannot be settled amicably shall be finally settled by arbitration in accordance with the procedure specified below which shall be adapted in the light of the number of Parties involved.
2. Within thirty (30) calendar days of written notification by a Party to the other Party of its intention to resort to arbitration, the first Party shall appoint an arbitrator. The second Party shall appoint an arbitrator within three (3) months of the appointment of the first arbitrator. The two arbitrators shall, by joint agreement and within ninety (90) calendar days of the appointment of the second arbitrator, appoint a third arbitrator, who shall be the Chairman of the Arbitration Committee.
3. If the second Party fails to appoint an arbitrator or the two arbitrators fail to agree on the selection of a third arbitrator, the second or, as the case may be, the third arbitrator, shall be appointed by the President of the Court of Justice of the European Communities.
4. Unless otherwise agreed by the Parties concerned within thirty (30) calendar days of the provision of notice referred to in Article 12 above, the arbitration proceedings shall take place in Brussels and shall be conducted in English. The Parties shall within one month of the appointment of the third arbitrator agree on the terms of reference of the Arbitration Committee, including the procedure to be followed.
5. The Arbitration Committee shall faithfully apply the terms of this MoU. The Arbitration Committee shall set out in the award the detailed grounds for its decision.
6. The award shall be final and binding upon the Parties, who hereby expressly agree to renounce any form of appeal or revision.
7. The costs including all reasonable fees expended by the Parties to any arbitration hereunder shall be apportioned by the Arbitration Committee between these Parties.