



**Memorandum of Understanding
between
EGL.eu and Meraka**



**Memorandum of Understanding between
EGL.eu and CSIR Meraka Institute**

Resource Infrastructure Provider MoU



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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 Meraka Institute of the CSIR (hereafter referred to as “Meraka”) is South Africa's leading ICT research institute and manages several fundamental pillars of the country's e-Infrastructure. These include the Centre for High-Performance Computing (CHPC)¹, the South African National Research Network (SANReN)². Meraka is the lead institute of the South African National Grid Joint Research Unit (SAGrid JRU), the coordination of which forms part of the “Cyberinfrastructure Competency Area” within the institute. SAGrid is a federation of South African universities, national laboratories and research groups, represented in the JRU by their respective directors, which have formed a collaboration in order to promote e-Science in the country and the Sub-Saharan region. The federation is responsible for the operation of the entire national grid, as well as user support, in collaboration with the EUMEDGRID-Support project. This includes site services at each of the 7 fully functional grid sites, as well as the core services maintained by the Universities of the Free State and Cape Town respectively. The coordination of the internal activities, as well as interoperability with external infrastructure and long-term development is the responsibility of the lead institute, in this case, Meraka. A summary of Meraka as well as each of the SAGrid JRU members is attached as Annex 2.

¹ The CHPC is an HPC facility in Cape Town, managed by the Meraka Institute, for South African research and industrial HPC users.

² The SANReN is a high-speed network dedicated to research traffic and research into research networking and broadband infrastructures. It is being rolled out in a phased manner and will connect up to 204 sites across the country with research networks hosting over 3 000 research and education organisations from all over the world in the first two phases, which commenced in 2007.

ARTICLE 1: PURPOSE

The purpose of this Memorandum of Understanding³ (MoU) is to define a framework of collaboration between EGI.eu and Meraka (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.

This MoU sets out the basis on which the parties shall negotiate in good faith in order to identify a set of activities such as, but not necessarily limited to, those contained in Article 4, with the aim of concluding further formal agreement(s) relating to such identified activities, if required. These agreement(s) will incorporate the terms of this MoU as well as such other terms as the parties may subsequently consider desirable or necessary

ARTICLE 2: DEFINITIONS

For the purpose of this MoU:

1. **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 in the relevant EGI policy groups⁴. The Resource Infrastructure Provider is a legal organisation with a sustainable structure that has the capacity to sign an MoU with EGI.eu. It is responsible for establishing, managing and operating directly or indirectly the operational services to an agreed level of quality. It holds the responsibility for 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 policies and procedures⁵ subject to the restrictions of local laws and local Resource Centre autonomy, and the Operational Level Agreements (OLAs)⁶ 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 point 3 below) to represent their operational requirements, and to contribute to the discussion of standards, policies, procedures and roadmaps through the relevant EGI policy groups⁴. The Resource Infrastructure Provider is responsible for appointing one Operations Manager who will represent the Resource Infrastructure Provider within the OMB⁷.
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 focused 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 An MoU is a written agreement that clarifies relationships and responsibilities between two or more parties that share services, clients, and resources.

⁴ <http://www.egi.eu/policy/groups/>

⁵ http://go.egi.eu/policies_and_procedures

⁶ Operational Level Agreement between NGI and a site (<https://documents.egi.eu/document/31>)

⁷ 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/document/218>)



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3. **Operations Management Board (OMB)** is the operations body that develops strategies 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 services⁸.
4. **Security Policy Group (SPG)** is the policy body that aims to provide policies that define the expected behaviour of NGIs, Resource Centres and users to ensure a secure distributed computing infrastructure.

ARTICLE 3: INFRASTRUCTURE COMPOSITION

Meraka received a mandate from SAGrid JRU to represent the following Institutions, who wish to participate in the framework of collaboration defined in this document, and is delegated to represent them in EGI.eu policy groups:

- Meraka Institute, CSIR – (site name ZA-MERAKA)
- University of Cape Town (UCT – site name ZA-UCT-ICTS)
- University of the Free State (UFS - site name ZA-UFS)
- University of Johannesburg (UJ – site name ZA-UJ)
- University of the Witwatersrand (Wits – site name ZA-WITS-CORE)
- iThemba Laboratory for Accelerator-Based Sciences (tLABS – site name ZA-TLABS)
- University of Pretoria (UP – site name ZA-UP)
- North West University (NWU – site name ZA-NWU)

Annex 2 contains the description of the participating Resource Centres, for which the aforementioned Institutions are responsible. Meraka will coordinate the operational services provided by these representative institutes⁹. Through this MoU, the provision has been made for the inclusion of institutes or research groups that are not currently part of the collaboration, and which could act as resource centres.

ARTICLE 4: JOINT WORKPLAN

The specific goals of the collaboration are to:

1. Enhance the capacities of both infrastructures.
2. Provide Local and Global operational services as needed to support the international user community and the EGI operational needs.
3. Subscribe to a mandatory set of policies, procedures and OLAs.
4. Comply with the operations interfaces required by the EGI Operations Architecture¹⁰, which are needed to ensure seamless and interoperable access to resources.
5. Participate in the Operations Management Board to contribute to the EGI operations agenda.
6. Participate in the Security Policy Team to contribute to the development of the security policies fabric of the infrastructure.

⁸ Operations Management Board Terms of Reference (<https://documents.egi.eu/document/117>)

⁹ The SAGrid Joint Research Unit agreement can be found at makes provision for the coordination of joint activities by a “flagbearing institute” (clause 5.5.1 and 5.5.2).

¹⁰ EGI Operations Architecture, EGI-InSPIRE Deliverable D4.1, Jan 2010
<https://documents.egi.eu/document/218>

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

A.1 Participation to the EGI.eu Policy Groups

Parties Involved: EGI.eu, Meraka

Leading partner: EGI.eu Operations Centre and EGI.eu Policy Development Team

Description of work: Meraka 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. Meraka to regularly participate in the SPG meetings, with the status of voting member, contributing to the development of the security policies that ensure a secure distributed computing infrastructure.

Expected outcome: Participation to OMB work.

- M1.1: Appointment of a Meraka Operations Manager, and subscription of Meraka operation representatives to relevant EGI.eu groups and mailing lists.
- M1.2: Appointment of a Meraka Security Manager/Officer and subscription of Meraka security representatives to SPG group and relevant mailing lists.

A.2 Global Services

Parties Involved: EGI.eu, Meraka

Leading partner: EGI.eu Operations Centre

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

- Quality verification and Staged Rollout of software provided by the EGI Technology Providers, which is made available for deployment on EGI.
- EGI Operations Portal
- The EGI Help desk (GGUS): provided by EGI.eu and its partners to user communities.
- First and second-level support to users and site administrators about EGI-supported software
- Support Units: EGI.eu will maintain and develop the EGI Helpdesk to ensure the support units and workflows are implemented in a timely manner.
- Core middleware services: EGI.eu in collaboration with its NGI providers will provide a highly-available core middleware services according to the needs of international user communities
- Monitoring: EGI.eu provides in collaboration with its NGIs the distributed monitoring infrastructure needed to check the status of the deployed services (central MyEGI portal, the central databases and the messaging infrastructure).
- Configuration Database: EGI.eu will provide a configuration database (GOCDDB) that will provide information on sites and services.
- Accounting: EGI.eu will provide an accounting database and portal.

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

- M2.1: EGI.eu OLA defining the Global services offered is released and approved. The OLA should be periodically reviewed (minimum annually).
- M2.2: Annual report on used EGI.eu Global services, including performance and utilisation statistics.

A.3 Local Services

Parties Involved: EGI.eu, Meraka

Leading partner: Meraka

Description of work: Identify a set of SAGrid Local services similar to the global services of EGI.eu above and the respective minimum quality of service that Meraka 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 SAGrid services, including performance and utilisation statistics.

A.4 Integration

Parties Involved: EGI.eu, Meraka

Leading partner: EGI COD (Central Operation on Duty)

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

Expected outcome: SAGrid enters the EGI production infrastructure.

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

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 implementing of this Agreement.

Deadline	Activity	Milestone Description
09/2011	Task A.1	M1.1: Appointment of a SAGrid Operations Manager, subscription of Meraka operations representatives to relevant EGI.eu groups and mailing lists are completed. M1.2: Appointment of a Meraka Security Manager/Officer and subscription of Meraka security representatives to SPG group and relevant mailing lists.
10/2011	Task A.4	M4.1: SAGrid starts operations as an EGI integrated production infrastructure.
12/2011	Task A.3	M3.1: Resource Infrastructure Provider OLA is released and approved.
08/2012	Task A.2	M2.1: EGI.eu OLA is released and approved.
08/2012	Task A.3	M3.2: Annual report on used SAGrid Local services including performance and utilisation statistics.
08/2012	Task A.4	M4.2: Annual assessment of SAGrid infrastructure installed capacity and utilisation.
07/2013	Task A.2	M2.2: Annual report on used EGI.eu Global services including performance and utilisation statistics.



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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: Operations Office(email: operations@egi.eu)

Meraka: sagrid@csir.co.za

Questions of principle or problems that cannot be solved at primary contact level are escalated to the EGI.eu Director (director@egi.eu) and the SAGrid (jru@lists.sagrid.ac.za).

ARTICLE 7: PARTICIPATION IN EGI.EU GROUPS

Meraka agrees to name a technical representative (with deputy) for the EGI OMB. SAGrid 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 when signed by the authorised 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.



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ARTICLE 11: 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 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).

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.



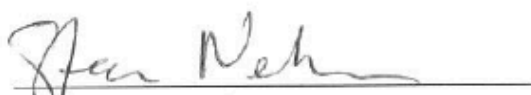
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IN WITNESS WHEREOF, the Parties have caused their duly authorised representatives to sign two originals of this Memorandum of Understanding, in the English language.

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



Dr. Steven Newhouse
EGL.eu Director



Laurens Cloete
Meraka Institute - Director

14 October 2011
Date

28 September 2011
Date



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Annex 1 EGI.eu Description

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.



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Annex 2 Background to Meraka Institute and SAGrid JRU

Background to Meraka

The Meraka Institute is an operating unit of the CSIR focused on Information and communication technology (ICT). We are in the business of research, innovation and advanced human capital development. With over 200 staff and students, Meraka is the largest group in South Africa dedicated to ICT research. It has extensive national and international networks and actively collaborates with other organisations across the globe. Meraka contributes to enhancing quality of life and economic competitiveness in South Africa and the continent through ICT by:

- researching and developing new technology that enables ICT access, inclusion and use
- researching, developing and transferring innovative ICT products, processes and services into the market
- researching, developing, building and operating world-class cyberinfrastructure
- contributing skills and outcomes that are changing the profile of our ICT landscape.

Meraka's research and development covers the following areas:

- Earth observation science and information technology
- Human language technologies and knowledge technologies
- Networks and media
- Integrative systems, platforms and technologies
- Cyberinfrastructure

The cyberinfrastructure initiative¹¹ in South Africa has the role to provide access and development of advanced e-infrastructure services and tools, to the South African research communities. The cyberinfrastructure programme is funded by the South African Department of Science and Technology¹², and is managed by the Meraka Institute. The Centre for High-Performance Computing (CHPC), the South African National Research Network (SANReN) and the Very Large Dataset Initiative (VLDI) form part of the initiative, while SAGrid forms the underlying framework for collaboration and infrastructure sharing amongst participating institutes. The coordination of the national grid forms part of SANReN activities at Meraka, due to the close relationship between the two and the reliance of the grid on the network as a service provider.

SAGrid Resource Centres

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

- University of Cape Town Information and Communication Technology Services (ZA-UCT-ICTS)
- SA-CERN consortium computing facility (ZA-UCT-CERN)
- North West University Institutional HPC facility (ZA-NWU)
- University of Johannesburg Research HPC facility (ZA-UJ)
- University of the Witwatersrand Engineering and Bioinformatics research centre (ZA-WITS)
- University of Pretoria, Forestry and Agricultural Biotechnology Institute – (ZA-UP)
- iThemba Laboratory for the Accelerator-Based Sciences (ZA-TLABS)
- University of the Free State Institutional HPC facility (ZA-UFS)
- South African National Bioinformatics Institute (ZA-SANBI)

The list of Resource Centres will be reviewed and updated every 6 months as required.

¹¹ See <http://www.csir.co.za/meraka/cyberinfrastructure/index.html>

¹² South African Government Department of Science and Technology : <http://www.dst.gov.za>



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Annex 3 Rights and Responsibilities

A. GENERAL

1. Meraka 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 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.



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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 filling 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 Meraka 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.

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 and 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.eu.



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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.