

Agreement for Compute Power Grant

This Agreement (the "Agreement") is made and entered into as of [Date], by and between:

The Agora Foundation ("Grantor"), an organization dedicated to advancing humanity through open-source artificial intelligence research, with its principal place of business located at [Address], and

[Grantee's Full Name or Entity Name _____]
("Grantee"), an individual or entity engaged in AI research, with their principal place of business or residence located at [Address].

RECITALS

WHEREAS, the Grantor is committed to supporting research in the field of artificial intelligence by providing access to compute resources, including but not limited to GPU clusters (the "Compute Power");

WHEREAS, the Grantee is engaged in research that aligns with the Grantor's mission to advance humanity through open-source contributions in artificial intelligence;

WHEREAS, the Grantee has applied for a grant of Compute Power from the Grantor to facilitate their research project (the "Research Project");

WHEREAS, the Grantor has agreed to grant Compute Power to the Grantee subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Grant of Compute Power

1.1 Grant. The Grantor hereby grants to the Grantee access to Compute Power as described in Exhibit A attached hereto, subject to the terms and conditions of this Agreement.

1.2 Duration. The grant of Compute Power is for a period of [specify duration] _____, commencing on [start date] _____ and ending on [end date] _____, unless earlier terminated in accordance with the provisions of this Agreement.

1.3 Use of Compute Power. The Grantee shall use the Compute Power solely for the purpose of conducting the Research Project as described in Exhibit B attached hereto.

2. Obligations of the Grantee

2.1 Open Source Requirement. The Grantee agrees that all research outputs resulting from the use of the Compute Power, including but not limited to code, datasets, models, and weights (collectively, the "Research Outputs"), shall be made available to the public under an open-source license. The Grantee shall select an appropriate open-source license that is compliant with the Open Source Initiative (OSI) and approved by the Grantor.

2.2 Public Repository. The Grantee shall host all Research Outputs in a public repository (e.g., GitHub, GitLab) and provide the Grantor with access to such repository. The Grantee shall ensure that the repository is maintained and updated regularly.

2.3 Attribution. The Grantee shall acknowledge the support of the Grantor in any publications, presentations, or other disclosures related to the Research Project. The following acknowledgment shall be used: "This research was supported by the Agora Foundation through a Compute Power grant."

2.4 Documentation. The Grantee shall provide comprehensive documentation for all Research Outputs, including but not limited to installation instructions, usage guidelines, and descriptions of the methodology and algorithms used.

2.5 Compliance with Laws. The Grantee shall comply with all applicable laws, regulations, and guidelines in conducting the Research Project and using the Compute Power.

2.6 Agorian Pledge. The Grantee agrees to contribute to the Agorian Pledge, which is a commitment to use their skills and knowledge to advance humanity and contribute positively to society. The Grantee shall provide a signed copy of the Agorian Pledge as attached in Exhibit C.

3. Reporting and Monitoring

3.1 Progress Reports. The Grantee shall submit periodic progress reports to the Grantor detailing the status of the Research Project, the use of the Compute Power, and any significant findings or challenges encountered. The schedule for these reports shall be as follows: [specify schedule].

3.2 Final Report. Upon completion of the Research Project or termination of this Agreement, the Grantee shall submit a final report to the Grantor summarizing the Research Project, the Research Outputs, and any conclusions or recommendations.

3.3 Site Visits and Audits. The Grantor reserves the right to conduct site visits and audits to verify the proper use of the Compute Power and compliance with the terms of this Agreement. The Grantee shall cooperate fully with the Grantor in this regard.

4. Intellectual Property

4.1 Ownership. The Grantee and Grantor shall retain ownership of the intellectual property rights in the Research Outputs, subject to the open-source requirements set forth in Section 2.1 of this Agreement.

4.2 License to Grantor. The Grantee hereby grants to the Grantor a non-exclusive, royalty-free, perpetual, irrevocable license to use, reproduce, distribute, and create derivative works of the Research Outputs for any purpose, including but not limited to research, education, and public dissemination.

5. Confidentiality

5.1 Confidential Information. The parties acknowledge that during the term of this Agreement, they may exchange certain confidential information. For the purposes of this Agreement, "Confidential Information" shall mean any information that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

5.2 Obligations. Each party agrees to: (a) keep the Confidential Information of the other party confidential; (b) not use the Confidential Information of the other party except for the purposes of this Agreement; and (c) not disclose the Confidential Information of the other party to any third party without the prior written consent of the other party.

5.3 Exclusions. Confidential Information does not include information that: (a) is or becomes publicly known through no breach of this Agreement; (b) is received from a third party without breach of any confidentiality obligation; (c) is independently developed by the receiving party without use of the other party's Confidential Information; or (d) is required to be disclosed by law or regulation.

6. Indemnification

6.1 Indemnification by Grantee. The Grantee shall indemnify, defend, and hold harmless the Grantor and its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with: (a) the Grantee's use of the Compute Power; (b) the Grantee's breach of this Agreement; or (c) the Grantee's violation of any applicable law or regulation.

7. Termination

7.1 Termination for Convenience. Either party may not terminate this Agreement for convenience upon signing.

7.2 Effect of Termination. Upon termination of this Agreement, the Grantee shall immediately cease all use of the Compute Power and return or destroy any Confidential Information of the Grantor in their possession. The Grantee shall also submit a final report to the Grantor as required under Section 3.2 of this Agreement.

8. Miscellaneous

8.1 Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, understandings, and representations, whether written or oral, regarding the subject matter of this Agreement.

8.2 Amendments. This Agreement may be amended or modified only by a written instrument executed by both parties.

8.3 Assignment. The Grantee may not assign or transfer any of their rights or obligations under this Agreement without the prior written consent of the Grantor. Any attempted assignment or transfer in violation of this provision shall be null and void.

8.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Delaware without regard to its conflict of laws principles.

8.5 Dispute Resolution. Any disputes arising out of or in connection with this Agreement shall be resolved through good faith negotiations between the parties. If the parties are unable to resolve the dispute through negotiations, the dispute shall be submitted to mediation or binding arbitration, as mutually agreed by the parties.

8.6 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

8.7 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, return receipt requested, or sent by a nationally recognized overnight courier service, to the addresses set forth at the beginning of this Agreement or to such other address as a party may specify by notice to the other party.

EXHIBIT A

Description of Compute Power Grant

[Detailed description of the Compute Power being granted, including specifications, access details, and any limitations or conditions]

EXHIBIT B

Description of Research Project

[Detailed description of the Research Project, including objectives, methodology, expected outcomes, and timeline]

EXHIBIT C

Agorian Pledge

The Agorian Pledge is a commitment to use one's skills and knowledge to advance humanity and contribute positively to society. By signing this pledge, the Grantee agrees to uphold the following principles:

1. **Human Advancement.** I pledge to use my research and knowledge to contribute to the advancement of humanity, focusing on creating solutions that benefit society as a whole.
2. **Open Collaboration.** I pledge to collaborate openly with the global research community, sharing my findings, methodologies, and tools to foster innovation and collective progress.
3. **Ethical Conduct.** I pledge to conduct my research ethically, with respect for all individuals and communities, and to consider the broader implications of my work on society and the environment.
4. **Continuous Learning.** I pledge to engage in continuous learning and self-improvement, staying informed about advancements in my field and seeking to apply my knowledge for the greater good.
5. **Community Engagement.** I pledge to actively engage with and contribute to the communities that support and benefit from my research, including providing mentorship and support to emerging researchers and practitioners.

By signing below, I acknowledge that I have read and understood the Agorian Pledge and commit to upholding its principles.

The Agora Foundation

Grantee's Signature: _____

Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Grantor:

By: _____

Name: _____

Title: _____

Grantee:

By: _____

Name: _____

Title: _____

This Agreement represents the complete and entire agreement between the parties and supersedes all prior agreements, representations, or understandings, whether written or oral. Any amendments or modifications to this Agreement must be in writing and signed by both parties.