



Memorandum of Understanding

between

**Academic Computer Centre CYFRONET
University of Science and Technology – AGH
Nawojki 11 Street, 30-950 Kraków, Poland**

and

The StratusLab Project

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Background

Academic Computer Centre CYFRONET University of Science and Technology AGH (hereafter referred to as “ACC Cyfronet AGH”) is one of the biggest Polish supercomputer and networking centres. It constitutes the separate organizational entity of the AGH University of Science and Technology in Krakow. The main mission of Cyfronet is to offer access to its computational facilities and network services to universities and research institutes and perform consulting, expertise, training and educational activities. Cyfronet took part in series FP5 – FP7 projects. Among others, Cyfronet is active partner in EGI InSPIRE – the biggest project supporting grid computing. On the national level Cyfronet coordinates implementation of Polish National Grid Initiative (with help of PL-Grid Project).

The StratusLab project (hereafter referred to as “StratusLab”) is a research, development and integration project with the aim of enhancing grid infrastructures with virtualization and cloud technologies. The project is partially funded by the European Union Seventh Framework Programme (FP7) under the Capacities programme Research Infrastructure theme as a combined Collaborative Project / Coordination and Support Activity. StratusLab will integrate, distribute and maintain a sustainable open-source cloud distribution to bring cloud to existing and new grid sites; and develop components to coordinate deployment of virtual machines, and to manage repositories of virtual appliances.

StratusLab has six partners: France (CNRS), Spain (UCM, TID), Greece (GRNET), Switzerland (SixSq Sàrl), and Ireland (TCD).

Article 1: Purpose and Scope

- (1) This agreement fixes the legal framework of the cooperation between the ACC Cyfronet AGH and the StratusLab Project (hereafter also referred to as “the Party” or “the Parties”). The current activities of the ACC Cyfronet AGH and the StratusLab Project have common educational, scientific and technological goals and therefore provide a good foundation upon which to build this formal collaboration
- (2) The fields of cooperation are:
 - Development of cloud services suitable for federated infrastructures
 - Aligning cloud services technology for computational chemistry applications
 - Deployment of a cloud service into the EGI-complaint architecture of PL-Grid

Article 2: Forms of cooperation

During the period of this MoU the cooperation will include:

- Provision of the software platforms by StratusLab, with support through standard project channels,
- Communicating requirements for changes or new features to the StratusLab distribution by Cyfronet,
- Cyfronet’s adaptations to the StratusLab software, in case of adaptations are needed to align it to PL-Grid Infrastructure specific solutions.
- Creation of test-beds for deployment evaluating technologies, which may include using computational and storage resources in Cyfronet,
- Alignment of the solution towards compliance with EGI-Grid model,
- Exchange of knowledge and expertise related to cloud and virtualization technologies and their deployment and use.

Article 3: Confidentiality

- (1) After signing of this agreement and for a period of five (5) years after completion of the Project, the Parties shall treat as confidential any information which is designated as proprietary by the disclosing Party by an appropriate stamp, legend or any other notice in writing, or when disclosed orally, has been identified as confidential at the time of disclosure and has been promptly thirty (30) days at latest confirmed and designated in writing as confidential information by the disclosing Party. Accordingly, each Party undertakes that:
 - The receiving Party shall not use any information for any purpose other than in accordance with the terms of the agreement and
 - The receiving Party shall not disclose, any such confidential information to any third party except with the disclosing Party's prior written consent, and
 - Such information shall neither be copied, nor otherwise reproduced nor duplicated in whole or in part where such copying, reproduction or duplication have not been specifically authorized in writing by the disclosing Party.
- (2) The confidentiality obligation stipulated above shall not apply to information for which the receiving Party can prove that it:
 - Had a public nature prior to its communication by the disclosing Party or fell within the public domain after such communication but though not fault of its own;
 - Was already in its possession at the time of signature of this Agreement;
 - Is received from a third party without any breach of any secrecy obligation;
 - Is subsequently developed by or for the receiving Party independently of the confidential information received from the disclosing Party;
 - Had to be communicated to comply with applicable laws or regulations or with a court's administrative order provided that insofar as reasonably possible the receiving Party shall have complied with the disclosing Party's reasonable instructions designed to protect the confidentiality of such information;
- (3) The Parties shall contractually impose the same obligations on all of their employees or any other person working for them who may have access to confidential information, to the maximum extent and for the maximum duration authorized by law, including upon the end or the termination of their employment. The Parties shall impose the same obligations on their affiliates, subcontractors, and third parties contributing to the Project.

Article 4: Exchange of Knowledge, Licenses, Property Rights

- (1) Both partners make available to each other free of charge and without being asked for, in writing or in any appropriate form, their existing knowledge, protected or not, relevant for the purposes of the cooperation. They will not hold each other liable for exactness nor completeness of information, which transmit according to their best knowledge.
- (2) Knowledge, generated in the frame of the MoU, can be used by both partners free of charge. Protected expertise of the other partner can be used free of charge only for the purposes of the cooperation and for own research projects, including research projects in the ACC Cyfronet AGH and the StratusLab are taking part.
- (3) Inventions belong to the partner whose personnel have made them. Joint inventions belong to both partners who have to agree in each case on the sharing and the joint exploitation.

- (4) Both partners grant each other a non-exclusive irrevocable royalty-free license for all domestic and foreign industrial property rights, industrial property rights applications and inventions, provided that they result from this contract. Furthermore the partners grant each other an irrevocable, non-exclusive, royalty-free users' right for all know-how (especially documentation and processes) and enhancements/improvements, provided that they result from this contract.

Article 5: Publications

- (1) As far as the partners do not publish the work results together, publications of a partner about the work results of the other partner require the previous written consent. The consent may be refused only for an important reason.
- (2) In the publications it is to be referred to the cooperation on the partners. Upon the request of a partner the persons taken part in the development of the working result are to be specified in particular.

Article 6: Liability

The partners will hold each other liable only for wilful injury or gross negligence. The same rule applies with respect to damage suffered by delegated personnel during the time of their delegation. Damage suffered by third parties will be borne by the partner whose personnel are responsible for it.

Article 7: Difficulties

The partners will do their utmost to settle amicably any differences and difficulties, which may arise during the cooperation.

Article 8: Duration

This agreement will enter into force upon signature by both partners. It will terminate with the last day of the StratusLab Project. However, in case of the StratusLab Project duration extension the termination of this MoU will be will be automatically postponed by the period of the extension.

The Academic Computer Centre Cyfronet AGH and the StratusLab reserve the right to terminate or propose a modification of this agreement at any time if the progress of work cannot be assured in a proper way.

Article 9: Changes, Language

- (1) Changes of this agreement and the appendices have to be agreed upon in writing.
- (2) The only valid version of this agreement is established in the English language



Memorandum of Understanding

IN WITNESS WHEREOF the Parties have caused their duly authorised representatives to sign two originals of this Cooperation agreement.

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

DYREKTOR
Akademickiego Centrum Komputerowego
CYFRONET AGH

Prof. dr hab. inż. Kazimierz Wiatr

Prof. Kazimierz Wiatr
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