



AI, Cloud & Edge OpenLab MEMORANDUM OF UNDERSTANDING

This AI, Cloud & Edge OpenLab Memorandum of Understanding ("MOU") is effective as of this 12th day of MAY, 2021 (the "Effective Date") by and between:

Eclipse Foundation AISBL. ("Eclipse Foundation") which is incorporated under the laws of Belgium,

and

The Department of Applied Informatics of the University of Macedonia ("Participant") which is incorporated under the laws of Greece each referred to as a "Party" and collectively known as the "Parties", for the purpose of establishing and achieving various goals and objectives relating to the establishment of an AI Cloud OpenLab and accompanying Working Group, both of which as defined herein.

WHEREAS, the Parties desire to enter into the herein described MOU in which Participant agrees to help define and refine the AI, Cloud & Edge OpenLab initiative as being proposed and developed by Eclipse Foundation in order to accomplish the goals and objectives set forth;

WHEREAS, the Parties desire to enter an understanding, thus setting out all necessary working arrangements that both Parties agree shall be necessary to complete this AI, Cloud & Edge OpenLab;

AND WHEREAS, this MOU reflects the intention of the Parties, however for the avoidance of doubt neither this MOU nor its acceptance shall give rise to any legally binding or enforceable obligation on either Party.

NOW THEREFORE, ECLIPSE FOUNDATION AND PARTICIPANT AGREE AS FOLLOWS:

MISSION

The Parties agree to work towards the establishment of the AI, Cloud & Edge OpenLab with the following intended mission in mind: the place where the AI, Cloud & Edge ecosystems meet to innovate and grow within a vendor neutral, open framework.

PURPOSE AND SCOPE

The Parties intend for this MOU to enable the Participant to participate in the definition and formation of an AI, Cloud & Edge OpenLab, as well as an Eclipse Foundation Working Group (the "Working Group"), as that term is defined in the Eclipse Foundation Working Group Process (the "Working Group Process") at <https://www.eclipse.org/org/workinggroups/about.php> to fulfill the mandate as defined by the Parties, as well as to provide input to any and all possibly



impending binding contracts which will be related to the AI, Cloud & Edge OpenLab. However, the Participant is under no obligation via this MOU to join the AI, Cloud & Edge OpenLab and/or Working Group once created.

OBJECTIVES

The Parties shall endeavor to work together, along with other participants that enter into a similar MOU with Eclipse Foundation for the same purpose, to develop and establish policies, procedures, activities as well as technical and organisational infrastructures that will ultimately promote and sustain an open collaborative environment, and intend to maintain an open test environment that will be the center of AI, Cloud & Edge technological development.

The definition and establishment of the AI, Cloud & Edge OpenLab will be guided by the following guiding principles:

- Include privacy, ethics and security as key success factors
- Foster a vendor neutral Open Source AI, Cloud & Edge ecosystem
- Foster interoperability, compatibility and open standardisation
- Put AI, Cloud & Edge at the service of industry verticals
- Facilitate access to shared AI, Cloud & Edge resources

RELATIONSHIP AND OBLIGATIONS OF THE PARTIES

Both Parties agree and acknowledge this MOU does not establish nor create any form or manner of a formal agreement or indenture, nor a binding commitment to do so, but rather an agreement between the Parties to work together, and with other participants, in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to define and establish a Working Group that is intended to maintain, safeguard and sustain sound and optimal technical, managerial, financial and administrative commitment with regards to all matters related to the AI, Cloud & Edge OpenLab.

Both Parties acknowledge that it is not the intent of MOU to restrict either Party's involvement or participation with any other public or private individuals, agencies or organizations, including initiatives that are similar in nature to the stated scope and objectives of this MOU.

Both parties acknowledge that if Participant is already a member of Eclipse Foundation, nothing in this MOU impacts that membership, the fees associated with that membership, or the terms of the Participant's Eclipse Foundation Membership Agreement or any other agreement between the two Parties. If Participant is not already a member of Eclipse Foundation, the Parties understand and agree that by signing this MOU, Participant is not joining nor is obliged to join Eclipse Foundation, or is bound by any of its bylaws, membership agreement, or otherwise incurs any obligations with Eclipse Foundation other than those contemplated herein.

TERM AND TERMINATION



Unless extended by written mutual agreement of both Parties, this MOU expires the earlier of a) the Participant joining the Working Group, once formally established by Eclipse Foundation in accordance with the Working Group Process, or b) June 30, 2021.

In addition, the MOU may be cancelled by either Party with 14 days advance written notice, with the exception where cause for cancellation may include, but is not limited to, a material and significant breach of any of the provisions contained herein, when it may be cancelled upon delivery of written notice to the other Party.

This MOU will also terminate should Eclipse Foundation determine, at its sole discretion, that it will no longer pursue the establishment of the AI, Cloud & Edge OpenLab; Eclipse Foundation shall inform Participant in writing should it take such a decision.

OPENNESS AND TRANSPARENCY

Both Parties acknowledge that the goal of the AI, Cloud & Edge OpenLab initiative is to solicit input and participation of many organizations, and in general to provide a vendor neutral, level playing field for all interested parties.

As such, both Parties agree that neither Party will share any confidential information with the other Party with respect to this MOU, and that there is no expectation of confidentiality among the Parties, or with other participants who enter into an MOU with Eclipse Foundation.

Participant acknowledges that its name and logo may be used in connection with establishing this AI, Cloud & Edge OpenLab initiative, including in any pitch decks or similar presentations made to other prospective interested Parties. No other rights with respect to the Participant's name or logo are contemplated, and the right to use Participant's name in any pitch decks or similar presentations shall expire upon Termination of this MOU. Eclipse Foundation agrees to adhere to any usage guidelines associated with the use of Participant's name and logo.

LIMITATION OF LIABILITY

To the extent permissible by law, in no event will either the Eclipse Foundation or Participant be liable to each other under this MOU for the cost of procuring substitute goods or services, lost profits, lost revenue, lost sales, loss of use, loss of date or any incidental consequential, direct, indirect, punitive or special damages, whether or not such Party had advance notice of the possibility of such losses or damages.

NOTICE

Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the signature block below, or by e-mail to the signing authority of the other Party as set forth in the signature block below.



GOVERNING LAW

Any dispute arising out of or in relation with the conclusion, validity, existence, enforcement and termination of this MOU, and its interpretation, on contractual or extra-contractual grounds shall be construed and governed by the laws of Belgium without reference to conflict of laws principles.

DISPUTE RESOLUTION

Both the Eclipse Foundation and Participant irrevocably agree that the Courts of the judicial district of Brussels, Belgium, shall have exclusive jurisdiction to settle any dispute or claim.

INDEPENDENT CONTRACTORS

The relationship of the Eclipse Foundation and Participant established by this Agreement is that of independent contractors. This Agreement does not give either Party the power to direct and control the day to day activities of the other, constitute the Parties as partners, joint ventures, co-owners, principal-agent or otherwise participants in a joint or common undertaking, or, except as expressly provided herein, allow either Party to create or assume any obligation on behalf of the other for any purpose whatsoever.

SEVERABILITY CLAUSE

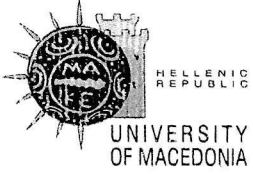
In the event that any provision of this MOU shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this MOU shall be determined to be unlawful or otherwise unenforceable, the remainder of the MOU shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this MOU to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

ASSIGNMENT

Neither Party to this MOU may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning Party, which approval shall not be unreasonably withheld, with the exception that Eclipse Foundation may assign and transfer its rights and responsibilities as defined herein to Eclipse Foundation AISBL once formed

ENTIRE UNDERSTANDING

The herein contained MOU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract, license, or other agreement entered into between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this MOU whether written or oral.



IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the Effective Date written above.

UNIVERSITY OF MACEDONIA

(Department of Applied Informatics)

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Title: ~~Rector~~


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ECLIPSE FOUNDATION AISBL

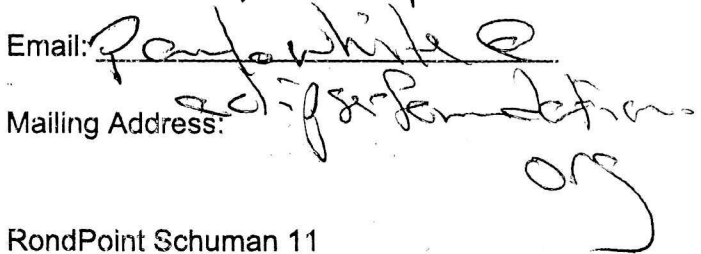
By: 

Name: PAUL WHITE

Title: SECRETARY/TREASURER

Date: MAY 12/21

Email: paul.white@eclipsefoundation.org

Mailing Address: 

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