MEMORANDUM OF AGREEMENT
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND
ON BEHALF OF
THE GEORGIA INSTITUTE OF TECHNOLOGY
ATLANTA, GA
and
KONRAD-ZUSE-ZENTRUM FÜR INFORMATIONSTECHNIK BERLIN
BERLIN, GERMANY

The Board of Regents of the University System of Georgia by and on behalf of the
Georgia Institute of Technology (GIT) and the Konrad-Zuse-Zentrum für
Informationstechnik Berlin (ZIB) (hereinafter jointly referred to as “Parties” or individually
as “Party”) hereby agree to undertake academic and research collaboration to develop
mutually beneficial, creative, and productive scholarly activities in the fields of applied
mathematics and data-intensive high-performance computing.

1. The two institutes agree to promote joint research projects. Joint research projects
may be explored by appropriate faculty members with the approval of the Parties
according to the established procedures at each institution. Specific arrangements will
be agreed upon for each activity under appropriate written agreements. Each
agreement will in particular, include the financial terms of the concerned research
collaboration and the rules of ownership and exploitation of the results.

2. The Parties will host research staff from each other for promoting joint research,
educational and other related activities. Financial and other arrangements for each
research staff to be hosted will be agreed to by written agreement between the
hosting academic units or laboratories and are subject to the policies and procedures
of the Parties.

3. The two Parties will maintain collaborative contact with each other as is needed to
carry out the activities of this Agreement.

4. No activity should violate legal requirements in either country.

5. Nothing in this MOU shall be deemed or implied to create a joint venture or
partnership or any kind between the Parties. No Party shall have the right to contract
on behalf of or bind the other Party or make any commitment, representation or
warranty for or on behalf of the other Party.

6. Proprietary or confidential information may be exchanged between the Parties once a
mutually agreeable written non-disclosure agreement has been executed between the
Parties and export approval has been obtained, if applicable.

7. The Parties understand that GIT’s performance under this agreement is subject to U.S.
export control laws and regulations. ZIB is not subject to U.S. export control laws and

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8. Each Party represents to the best of its knowledge and belief that it has not made or offered and that it will not make or offer with respect to the matters which are subject of this MOU, any payment, gift, whether directly or through intermediaries, to or for the use of any public official, where such payment, gift, promise or advantage would violate the Foreign Corrupt Practices Act of 1977 of the United States, as amended by the Foreign Corrupt Practices Act Amendments of 1988 and as may be further amended and supplemented from time to time.

9. This MOU is a non-binding expression of the current intentions of the Parties and does not create any legally binding rights or obligations upon any of the Parties nor will any Party incur any expense hereunder until and unless definitive written agreements have been negotiated, approved by the necessary management levels of each Party and executed by authorized representatives of the Parties.

10. This Agreement will be in effect from the date of the last signature until December 31st 2021.

11. This Agreement can be altered by mutual written agreement of both Parties.

12. Either Party may cancel this agreement with six (6) months' written notice. In the event of cancellation, the participants in any programs at such a time shall be permitted to complete their activities in accordance with the terms of this MOU.

Georgia Institute of Technology

Dr. Yves Berthelot
Vice Provost for Int'l Initiatives

Date: May 9, 2017

GT Legal Review

Konrad-Zuse-Zentrum für Informationstechnik Berlin (ZIB)

Professor Dr. Christof Schütte
President

Date: