

MEMORANDUM OF UNDERSTANDING
BETWEEN
TEXAS A&M ENGINEERING EXPERIMENT STATION (TEES),
ARISTOTLE UNIVERSITY OF THESSALONIKI / LABORATORY OF STATISTICS AND QUANTITATIVE
METHODS (AUTH) AND
INSTITUTE OF TRANSPORT/RESEARCH SECTOR OF TRANSPORT NETWORKS MOBILITY & LOGISTICS

This **MEMORANDUM OF UNDERSTANDING** is between the Texas A&M Engineering Experiment Station, a member of The Texas A&M University System and an agency of the state of Texas, having a place of business at 7607 Eastmark Drive, College Station, Texas 77843, hereinafter referred to as "TEES", Aristotle University of Thessaloniki (AUTH)/Laboratory of Statistics and Quantitative Methods, residing at University Campus 54124 Thessaloniki, GREECE, hereinafter referred to as "AUTH", and Hellenic Institute of Transport of Centre for Research & Technology Hellas, hereinafter referred to as "HIT/CERTH" each of the aforementioned being referred to individually as the "Party" or collectively as the "Parties";

I. BACKGROUND

TEES' mission is to produce and transfer the highest quality, relevant engineering and technology-oriented research by leveraging capabilities worldwide in order to: (1) improve economic development and quality of life worldwide by partnering with industry, communities, and academic institutes, (2) enhance educational systems, (3) support interdisciplinary fundamental and applied research, (4) transfer technology from research and development activities to useful applications, and (5) commercialize promising technologies.

AUTH is the largest University in Greece. The Laboratory of Statistics and Quantitative Methods (LASCМ) is part of it, as it belongs to the Department of Mechanical Engineering, Faculty of Engineering. LASCМ aims at the development and practical implementation of high-level scientific knowledge on the broad thematic areas of Logistics and Supply Chain Management, as well as their distribution in society for fostering national economy and sustainable development in Greece. LASCМ is a center of excellence with recognition from the European Union.

HIT is one of the five Institutes of CERTH the 2nd larger Research Center of Greece. Its mission is to conduct and support applied research in the field of transportation with emphasis on new technology application. More specifically on technical items related to (a) Planning and Development of infrastructure, (b) Intelligent Transport Systems (ITS) & Cooperative ITS services implementation in modal and intermodal transport, (c) Transport & Logistics Operations and Digitization of supply chains, (d) Vehicle technology, V2X interfaces and automated environments for transport (e) impact assessment through simulation (f) sustainable urban mobility including innovative city logistics. Also training and education activities in related fields, dissemination of research activities and the Representation of Greece, in Transport Research and other relevant scientific fora abroad.

II. PURPOSE

The Parties recognize the benefits to be derived from increased collaboration, cooperation, and interaction for the further understanding of Supply Chain efficient, & resilient Management, new technologies implementation in Logistics, Intelligent intermodal hubs development and Innovation uptake by the relevant industry ("Area of Interest") in areas of mutual interest as identified by the parties.

The purpose of this MOU is to define the areas in which the Parties desire to work together in the future for their mutual benefit to foster a collaborative framework and strengthen relations between TEES, AUTH and HIT/CERTH in the Area of Interest with a view to benefiting from each

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other's mechanisms and procedures, and to support collaboration among the researchers associated with the three Parties.

III. SCOPE

This MOU sets forth increased collaboration, cooperation, and interaction and does not create any legally binding commitments. If the Parties later agree to engage in joint activities that requires the expenditure of funds or project plans that set forth specific arrangements for program implementation, the Parties will execute separate implementing agreement(s) that provide all of the necessary terms and conditions applicable to the particular transaction including each Party's contributions, deliverables, and budgets. Such agreements may include, Research Agreements, Teaming Agreements, Nondisclosure Agreements, Visiting Scientist Agreements, etc.

The Parties intend to:

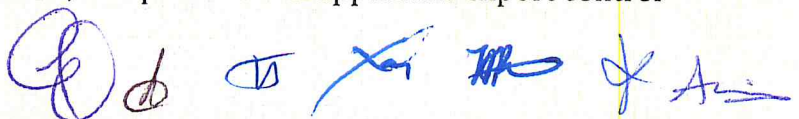
- a. Integrate and complement their capabilities available for the creation of strategic plans to promote knowledge generation, capacity building, entrepreneurship, innovation, development and technology transfer in the Area of Interest, while offering a continuum of research initiatives across TRL levels from fundamental research to applied research.
- b. Define projects, seek funding opportunities either from public or private sources, and pursue collaboration in the Area of Interest.
- c. Design and offer continuous education programs (e.g. summer schools, customized seminars to business and industrial actors for capacity building in the areas of Interest, etc.)
- d. Encourage collaboration and cooperation of projects involving researchers associated with all Parties.

IV. NO DUTY OF CONFIDENTIALITY/NO LICENSE GRANTED

The Parties agree that there is no intention to share any confidential or proprietary information under this MOU. Moreover, no licenses to any intellectual property are expressly or implicitly granted herein, nor does this MOU allocate intellectual property rights developed hereunder. Should the Parties wish to disclose confidential information to each other, or license or grant rights in intellectual property, they may do so subject to the terms and conditions of separate written agreements. It is also understood and agreed that no information will be exchanged or disseminated under this MOU which is export controlled pursuant to the export control laws of each government.

V. GENERAL PROVISIONS

- a. Either Party may pursue independently, or in connection with any third party, any and all business opportunities or other pursuits which may arise from time to time during the term of this MOU, even if such business opportunities or other pursuits are within the scope of the matters of mutual interest specifically listed above. This MOU creates no duty of loyalty, right of first refusal, option, or any similar obligation.
- b. The Parties acknowledge and agree that the promises made herein are not intended to create legally enforceable obligations. Each Party acknowledges and agrees that by entering into this MOU it has not relied to its detriment upon the promises made by the other Party.
- c. This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.
- d. Each Party agrees to be responsible for its own compliance with all applicable laws and regulations, including, but not limited to, compliance with applicable export control requirements.

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- e. While the Parties do not intend to create a legally binding relationship by means of this MOU, to the extent that this relationship is interpreted by others, it shall be as if the Parties are independent contractors, and no Party shall be deemed or hold itself out as being an employee, principal, partner, broker, servant or agent of the other Party.
- f. The name of either Party will not be used by the other or any of its program participants without first obtaining written approval of the other.
- g. Any notice regarding the terms and provisions of this MOU shall be sent in writing with acknowledgement of receipt addressed to individuals specified below:

TEES:

Texas A&M Engineering Experiment Station
7607 Eastmark Drive
College Station, Texas 77843
Attn: Mark Andrews
Phone: 979-458-7482
Electronic Mail: meandrews@tamu.edu
POC on technical issues: Prof. Eleftherios Iakovou
Phone: 979-458-1097
Electronic Mail: eiakovou@tamu.edu

AUTH:

Laboratory of Statistics and Quantitative Methods
Dept. of Mechanical Engineering
Faculty of Engineering, Building D', 7th floor
Aristotle University of Thessaloniki (PO Box: 461)
GR 54124 Thessaloniki, Greece
Attn: Dimitrios Vlachos
Phone: +30 2310 995969
Electronic Mail: vlachos1@auth.gr

HIT/CERTH:

Research Sector B, Transport Networks, Mobility & Logistics
Hellenic Institute of Transport
Centre for Research & Technology Hellas
PO Box 60361, 57001 Thessaloniki
Thessaloniki Greece
Attn: Georgia Ayfadopoulou
Phone: +30 2310 498457
Electronic mail: gea@certh.gr

VI. TERM AND ORDER OF ACTION


- a. This MOU shall be effective for a period of five (5) years from the date of final signature and, if applicable, approval by appropriate authorities in their respective countries. It may be renewed upon written agreement of the Parties for subsequent terms.
- b. This MOU may be terminated without cause by either Party by giving (30) calendar days advance written notice to the other party.
- c. Any and all amendments must be made in writing and must be agreed to and executed by the Parties before becoming effective.
- d. The MOU supersedes all previously made oral or written agreements or protocols between the Parties relating to its subject.
- e. All Parties will be exempt from any civil responsibility, for the damages and prejudices that could arise in case of total or partial breach of this Agreement, due to unforeseeable

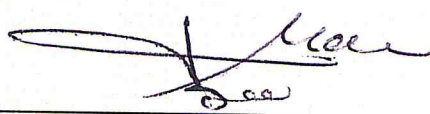
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circumstances or major force, including the strike and the unemployment of academic or administrative labors. In such suppositions the Parties will examine by mutual agreement the advance of the works to establish the bases of their continuation or completion.

The Parties to this Memorandum of Understanding hereby confirm their agreement to its terms by the following signatures:


TEXAS A&M ENGINEERING EXPERIMENT STATION


Signed: 
Name: Prof. Dimitris C. Lagoudas
Title: TEES Deputy Director
Date: April 17, 2018

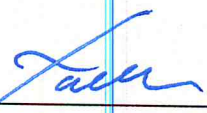
Signed: 
Name: Prof. Eyad Masad
Title: Executive Director of Global Initiatives
Date: April 17, 2018

Signed: 
Name: Prof. Eleftherios Iakovou
Title: Director, Manufacturing and Logistics Innovation Initiatives
Date: April 17, 2018


AUTH

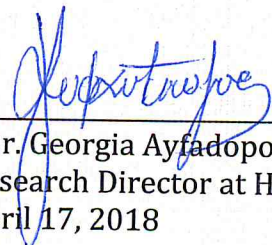
Signed: 
Name: Prof. Pericles Mitkas
Title: Rector
Date: April 17, 2018

Signed: 
Name: Prof. Konstantinos Katsifarakis
Title: Dean, Faculty of Engineering
Date: April 17, 2018

Signed: 
Name: Prof. Dimitrios Vlachos
Title: Director, LASC
Date: April 17, 2018

HIT/CERTH

Signed: 
Name: Dr. Evangelos Bekiaris
Title: Director of HIT
Date: April 17, 2018

Signed: 
Name: Dr. Georgia Ayfadopoulou
Title: Research Director at HIT/CERTH
Date: April 17, 2018