



COOPERATION AGREEMENT BETWEEN THE FIWARE FOUNDATION AND RedCLARA

BETWEEN

Of the first part, Mr. Ulrich Ahle, holder of National ID number L7N3178ZR0, in his capacity as CEO, on behalf and in representation of the company **FIWARE Foundation e.V.**, holder of Tax ID number DE309937516, and with its registered office at Franklinstrasse 13A, Berlin, Germany, hereinafter referred to as **FF**.

And of the second part, Mr Luis Eliecer Cadenas, holder of the national ID number XXXX, in his capacity as President, on behalf and in representation of the association **RedCLARA**, holder of Tax ID numberXXX, and with its registered office at [Address] hereinafter referred to as **RedCLARA**.

Both parties, in the capacity in which they appear, shall hereinafter be referred to jointly and identified as the Parties, and they mutually acknowledge their sufficient legal authority to bind themselves, and as such they do hereby state as follows:

RECITALS

ONE

Whereas FF is a non for profit charitable legal entity whose mission is: “to build an open sustainable ecosystem around public, royalty-free and implementation-driven software platform standards that will ease the development of new Smart Applications in multiple sectors”.

TWO

Whereas RedCLARA, is the Cooperación Latino Americana de Redes Avanzadas (Latin american Cooperation for Advanced Networks) that deals and operates the Advanced Internet Network of Latin America providing regional interconnection and world wide through it international partners [GÉANT](#) (paneuropean advanced network) and [Internet2](#)



(USA) and through them to advanced networks in Africa (([UbuntuNet Alliance](#), [WACREN](#), [ASREN](#)), Asia ([APAN](#), [TEIN](#), [CAREN](#)) and Oceanía ([AARNET](#)), among others.

THREE

Whereas Red Clara by laws allow it to establish cooperation agreements with public or private non-profit institutions, as in the current case.

FOUR

Whereas the Parties are interested in establishing areas of cooperation in the field of ecosystem building in smart cities, smart agriculture, smart water, smart energy, smart industry and those areas where both parties are interested to pursue cooperation, promoting technology standards that can improve the quality of the services a cit, country or or a region provides, the transparency of processes implemented by those , the sharing of best practices, and how to involve citizens in the decision making. Also providing guidelines on how to use the available FIWARE technology to implement these open standards, as well as to collaborate in those areas where there is a common interest, establishing the channels through which this cooperation is to be enabled.

As such, they agree to execute this cooperation agreement (hereinafter the Agreement or the Cooperation Agreement), which shall be governed by the following clauses:

CLAUSES

ONE. AIM

The aim of this Cooperation Agreement is to establish the basic principles for cooperation between FF and RedCLARA for the performance of non-commercial activities, including research and training projects, programmes, as well as dissemination activities.

Specifically, for the purpose of example and not limitation, the following areas of shared interest and cooperation are envisaged:

1. The establishment of coordination mechanisms to assist in pooling resources to enable cooperation.
2. Collaborate in activities aimed at spreading the knowledge of digital technologies related to smart applications for countries, citizens, public servants and technical personnel.
3. Exchange, promote and disseminate studies, reports and research that help to better understand the results of the cooperation.



4. Facilitate the connection between FF, including FF members, and countries of the Red Clara network for the identification of innovation projects and applications of general interest, with particular interest in those projects that may receive funding.
5. Analysis of means for integrating on disruptive technologies like IoT, blockchain, cloud and edge computing, quantum computing, artificial intelligence, and others within FIWARE with the purpose of addressing challenges not solved before or that could be approached in a different way with the use of these technologies.
6. Collaboration towards definition of general guidelines for the architecture of Smart Applications relying on FIWARE Context Broker technology.
7. Counter-participation in events focused on FIWARE and/or smart cities each party organizes (either jointly organized events and workshops, or sessions or side-events organized by each party, specifically the FIWARE Global Summit or RedCLARA technical meetings)
8. Featured blog post on respective blogs/newsletters: at least two per year
9. Exchange of speakers in events according to the interest of both parties
10. Promote at international level the results of projects and good practices of interest made by associates of both parties.
11. Institutional support in communication actions and promotion of the strategy of the Parties in the field of Smart Applications (

The Parties intend to leverage their respective resources, expertise, and networks in pursuit of these goals. As part of the agreement, both organizations will contribute to disseminate information of interest among their partners, and Red CLARA will join as Associate Member of FIWARE Foundation

TWO. AMENDMENTS

This Agreement may only be amended in writing by the duly authorized representatives of each of the Parties.

THREE. MONITORING COMMITTEE

A Monitoring Committee (hereinafter the Committee or Monitoring Committee) shall be set up, which shall be made up of at least one representative appointed by each Party. The Committee shall examine the possibilities for cooperation in matters of common interest, prepare any specific agreements that may be required, submit proposals for approval by the pertinent bodies of the two Parties, and clarify and decide on any doubts or disputes that



may arise in the interpretation and performance of this Agreement and the specific agreements.

The Committee shall approve its own internal operational rules, and shall meet whenever this is requested by one of the Parties, and in any event at least once a year, with the aim of supplying the specific proposal for activities relating to the lines described from the content constituting the aims of this Agreement, the monitoring of the said activities, and periodically reporting to the corresponding governing bodies on the advances and results achieved in each case.

FOUR. PERSONNEL PARTICIPATING IN THE PERFORMANCE OF THE AGREEMENT

The Parties shall render the joint activities in full independence and outside any link of subordination vis-à-vis to each other. Each of the Parties is free in organizing its work and working time.

The Parties emphasize that the freedom and independence towards each other for the performance of this Agreement is an essential element of this Agreement, without which the Agreement would not have been concluded.

In performing its duties under this Agreement, each of the Parties shall act as a self-employed independent contractor and in no event shall each of the Parties, nor any individual working for each of the Parties, be treated or considered as an employee of the other Party.

The Parties acknowledge and agree that this Agreement does not create and shall not be construed to create any employment relationship between them.

FIVE. TERM

This Agreement, shall enter into force after it is signed, and shall have a term of one year, which may be automatically extended for further one-year terms unless either Party serves express notice of its intention not to renew by any means that allows proof of receipt of the said notice by the other party to be verified, with a minimum notice period of two (2) months.

Without prejudice to the foregoing, this Cooperation Agreement may be terminated by mutual accord between the signatory Parties hereto, or by way of a unilateral decision where there has been a breach of the duties undertaken by either Party, or where causes which are considered to be justified arise to hinder or prevent the performance of the aims of this Agreement, provided that prior notice of the existence of the said causes has been served in any manner that allows proof of receipt of the said notice by the other party to be verified, with a minimum notice period of two (2) months.



In the event such notice is served, any activities already underway at that time shall continue through to their conclusion, unless otherwise agreed.

SIX. CONFIDENTIALITY AND CONFLICTS OF INTEREST

Within the framework of the conversations that have been held for the establishment of this Agreement and any actions that may be based on it, the Parties may share certain information regarding their activities which is necessary for the fulfillment of this Agreement. The Parties agree that any information which they share as a result of the performance of this Agreement (other than information which is in the public domain or which was already known by the other party by legitimate means) shall be deemed to be confidential (the 'Confidential Information'), and as such they undertake to maintain absolute secrecy in respect of the said information, without prejudice to being able to disclose it where this is required in accordance with a legal ruling made by competent judicial or administrative authority.

Likewise, the Parties undertake not to copy, reproduce, or assign any information or materials supplied by the other party, and not to allow any other natural or legal person linked to or dependent on them in any way to copy or reproduce or disclose any information or materials supplied, whether in full or in part or in any way whatsoever at any time, without the prior authorization of the other party granted expressly and in writing.

Without prejudice to the foregoing, FF and RedClara expressly acknowledge that they are aware of, and undertake to abide by, the provisions of the respectively RedClara and FF policies on confidentiality and conflicts of interest as contained in their by-laws.

The duties of confidentiality set forth here shall remain in force for three (3) years following the termination of the Agreement. Likewise, both Parties undertake to return or to destroy the Confidential Information upon the termination of this Agreement without any need for a prior request to do so.

SEVEN. DISSEMINATION OF THE CORPORATE IMAGE OF THE PARTIES

The Parties agree that the execution and content of this Agreement may be made public. In the event that the items announcing and publicizing the cooperation between the Parties contain their logos, the said logos shall comply with the shape, positioning, size, typeface, etc., contained in each Party's corporate brand guide, in accordance with the guidelines laid down by their respective Marketing or Communications directors. Should any difference of opinion arise with regard to the way in which the logos of each Party are to be reproduced, said Parties shall resolve their differences amicably, acting in good faith, in order to reach a solution that is satisfactory for both Parties by common accord. Likewise, the Parties



undertake to withdraw their logos from the dissemination and publicity items once the activity for which they were included has ceased.

EIGHT. INTELLECTUAL PROPERTY AND COPYRIGHT

FF and RedCLARA both expressly acknowledge that they are aware of and undertake to abide by the provisions of respectively Red Clara and FF's policies governing intellectual property and copyright as contained in their bylaws, without prejudice to the provisions of the following sections.

The intellectual property rights and copyright over the results ('Results') and the Know-How deriving from the performance of this Cooperation Agreement and its corresponding specific agreements shall correspond to the party or parties that generate them.

The personal and moral rights granted by Law to the research staff who have participated in the creation of a result that is capable of protection under intellectual property and copyright is acknowledged, and in particular the right to be recognized as the author or inventor of the result.

The authorship and ownership of the ownership rights over the results shall be defined by common accord between the Parties to which the said rights correspond, bearing in mind the contribution of each one to the creation of the result, and this shall be discussed by the Monitoring Committee. The corresponding titles shall recognize that the inventors or authors are the members of the Parties who have contributed intellectually to the creation of those Results. Any decisions as to other procedures, such as patent applications or the exploitation of the rights, shall only be taken once the said aspects have been determined. Thus neither Party may commence any process or sign any agreement of any kind affecting the rights as a whole without the approval of the other, although the Parties may assign, sell, or license their share of the said rights, with the agreement of the other Party.

The Parties undertake to cooperate to the extent necessary in order to ensure the effectiveness of the rights acknowledged in this Agreement. Said cooperation includes obtaining the signature of the inventors or authors of the research, the documents necessary for the processing of the intellectual property rights or copyright, as well as those for their extension to other countries, when this is so decided.

Without prejudice to the foregoing, researchers from FF reserve the right to use the knowledge obtained during the performance of the tasks that are the subject of this Agreement for the purposes of their own research and teaching.

Any joint-ownership agreements that may eventually be executed shall be agreed and validated by the competent bodies of each Party, at the request of the Monitoring Committee of this Agreement.



NINE. DISPUTE RESOLUTION

The Parties undertake to seek to resolve any differences that may arise in the performance of this Agreement or of any specific accords or annexes that may derive herefrom by mutual accord.

This Agreement shall be governed by German law. The Parties agree that where the Monitoring Committee is unable to reach the desired resolution, any litigation, disputes, uncertainties, or claims deriving from the performance or interpretation of this Agreement or related hereto, whether directly or indirectly, shall fall within the jurisdiction of the Courts and Appeal Courts of Germany.



And in witness of their conformity with the foregoing, this Agreement is executed in two original copies of equal authority, at the place and time first aforementioned.

For FF

For RedCLARA

Signed: Mr. Ulrich Ahle

Signed: Luis Eliecer Cadenas

Place:

Place:

Date:

Date: