



Agreement: INAOE-2022-CMCI-N/19

INAOE – ISTA FRAMEWORK COLLABORATION AGREEMENT

FRAMEWORK COLLABORATION AGREEMENT CONCLUDED, ON THE ONE PART, BY THE NATIONAL INSTITUTE OF ASTROPHYSICS, OPTICS AND ELECTRONICS, HEREINAFTER REFERRED TO AS THE "INAOE", REPRESENTED BY DR. EDMUNDO ANTONIO GUTIERREZ DOMINGUEZ, IN ITS CAPACITY OF LEGAL REPRESENTATIVE; AND ON THE OTHER PART, INSTITUT SUPERIEUR DE TECHNIQUES APPLIQUEES, INCLUDING AFFILIATES, HEREINAFTER REFERRED AS "ISTA", REPRESENTED BY DR. KAHULI BITITI ANACLET, IN ITS CHARACTER OF LEGAL REPRESENTATIVE; THOSE WHO, WHEN ACTING JOINTLY, SHALL BE REFERRED TO AS "THE PARTIES", IN ACCORDANCE WITH THE FOLLOWING DECLARATIONS AND CLAUSES:

DECLARATIONS

I. The "INAOE" declares that:

I.1 It is a Decentralized Public Institution of the Federal Government of Mexico with legal capacity and proper patrimony, as stated in the Decree of the Federal Executive of date October 13, 2006, by means of which it is restructured to comply with the Law of Science and Technology; also declares that it is a Public Entity of the Federal Government of Mexico, since it can be verified in the "Relation of Public Entities of the Public Federal Administration", published in the Official Gazette of the Federation in date August 14, 2020, and that, as part of the National System of Science and Technology and the System Public Centers CONACYT, it is recognized as a Public Research Center by means of Decree of the Federal Executive, published in the Official Gazette of the Federation on September 11, 2000.

I.2 The objectives entrusted to it are to realize and promote activities of basic and applied scientific research, in matters that affect the development and linkage of Mexico, experimental development, technological innovation and specialized training of human capital in the fields of astrophysics, optics, electronics, telecommunications, computing, instrumentation and other related disciplines, as well as to disseminate the results of their investigations, as established in Article 1 of its Restructuring Decree.

I.3 The personality under which Dr. Edmundo Antonio Gutierrez Dominguez appears, is accredited in terms of the first testimony of public deed number 27191, volume 413, dated May 12, 2020, passed before the faith of Lic. Luz Verónica Morales Alfaro, Head of Public Notary



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Number 48 of the Judicial District of Puebla City, State of Puebla, therefore, in his capacity as Legal representative, it relies on with the sufficient faculties to celebrate the present Agreement.

I.4 For the purposes of this Framework Collaboration Agreement, the legal address is located at: Luis Enrique Erro Street, number 1, in Santa María Tonantzintla, Municipality of San Andrés Cholula, State of Puebla.

I.5 Its Federal Taxpayer Registry is INA-711112-IN7.

II. "ISTA" declares that:

II.1 It is a public establishment of Higher Technical Education, endowed with legal personality, placed under the supervision of the Ministry of Higher and University Education; created by Presidential Decree n° 81-150 of date October 3, 1981, published in the Official Journal n°21 of date November 1, 1981. Organization of teaching in the 1st cycle, 2nd cycle and 3rd cycle (Master).

II.2 The objectives entrusted to it are to train specialized executives in the fields of science and applied techniques including telecommunications, computer sciences, electronics, electricity, biotechnology, meteorology, environment and civil aviation. In addition, the mission of ISTA is to organize research by adapting new techniques and technologies to the conditions of the Democratic Republic of Congo and to provide solutions to the problems of society.

II.3 The personality under which Dr. Kahuli Bititi Anaclet appears, is accredited by Ministerial Order N°0464 MINESU/CAB.MIN/MNB/RMM/2021 of 23/12/2021, therefore, in his capacity as legal representative, it relies on with the sufficient faculties to celebrate this Framework Collaboration Agreement, in accordance with the provisions of Article 15 point h of the ordinance establishing the creation of ISTA as indicated above.

II.4 For the purposes of this agreement, the legal address is located at: 3930, Avenue Aéroport, Quartier Ndolo, Commune de Barumbu, City of Kinshasa, Democratic Republic of Congo. B.P. 6593 Kinshasa 31.

II.5 That it is your will to agree with the "INAOE", in the terms and conditions of this legal instrument.

Exposed the above, "THE PARTIES" are bound to what is stated in the following:



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CLAUSES

FIRST. OBJECT. The purpose of this Framework Collaboration Agreement is to establish the terms and conditions by means of which "THE PARTIES" establish the bases of joint collaboration for training, courses, workshops, as well as to jointly develop research and technological development projects and, in general, encourage those actions that lead to the strengthening of scientific and technological chore in the areas of mutual interest.

SECOND. COMMITMENTS OF "THE PARTIES". To comply the object of this instrument, "THE PARTIES" acquire the following commitments:

A) The collaboration carried out in any of the areas of this Framework Collaboration Agreement, will be formalized through Specific Agreements, which will require at least the following requirements:

- 1) Objectives.
- 2) The contribution and participation of each party, including the human and technical resources that will be provided.
- 3) Calendar of activities.
- 4) Programs.
- 5) Budget, expenses and investments.
- 6) Sources of project financing.
- 7) Place where the activities will take place.
- 8) System of applicable confidentiality.
- 9) Rules on Intellectual Property, Patents, Copyright and Commercial Property.

In general, all that information that allow to know in detailed form the awaited results and benefits, as well as the origin and application of resources.

For this purpose, "THE PARTIES" agree that both, the Specific Agreements and their corresponding financial conditions, shall be considered as Annexes to this Framework Collaboration Agreement and may not be opposed to it in any of its clauses.

B) Appoint a coordinator of the execution of each Specific Agreement, who will work with the persons designated in this Framework Collaboration Agreement.

C) Those designated by each of "THE PARTIES" will keep the record, control and a copy of the archive of this Framework Collaboration Agreement, as well as of the Specific Agreements that are subsequently concluded by "THE PARTIES", and will report the fulfillment of the same.



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D) To provide the human and material resources available in your institution, necessary for the fulfillment of the scope of the present Framework Collaboration Agreement and to designate personnel who must be incorporated into the execution of activities of the work to be carried out.

E) To facilitate access to facilities, equipment, furniture and laboratories considered necessary by "THE PARTIES", for the fulfillment of the commitments established in this Framework Collaboration Agreement.

F) To exchange information, bibliographic material, audiovisual material, as well as allow access to databases related to the activities to be carried out by "THE PARTIES", related to the Specific Agreements.

G) To assign offices or workplaces with access to computer services for the personnel involved in the project in order to make internships for more than three months, based on the availability of infrastructure of "THE PARTIES".

H) To support the development of the project with the collaboration of researchers and technicians, who work in joint activities between "THE PARTIES".

THIRD. SUPERVISION. The supervision of this Framework Collaboration Agreement and the Specific Agreements corresponds to each of "THE PARTIES", within the scope of their respective competences, notwithstanding the establishment of joint commissions when the nature of the actions so warrants.

"THE PARTIES" agree that their managers, in collaboration with the executing coordinator designated for each specific agreement, will be responsible for developing, in particular, the Specific Agreements necessary for the execution of the projects and programs determined by them both, such that each one includes its own object, tasks to be carried out, schedules, costs, validity, characteristics, procedures, areas of operation, in accordance with the provisions of paragraph A) of Clause TWO above.

FOURTH. COORDINATION. The holders of "THE PARTIES" or the designated representatives, shall meet at least once every six months in case they deem it necessary, in order to review and evaluate the development of these collaboration bases and take the pertinent agreements.

FIFTH. ABSENCE OF LABOR RELATIONSHIP. "THE PARTIES" agree that the designated personnel for the execution of the activities derived from this Framework Collaboration



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Agreement, shall be understood exclusively as related to "THE PARTIES" that employs them, and in no case may the other be considered as a substitute or solidary employer, nor as an intermediary.

Therefore, "THE PARTIES" agree that this Framework Collaboration Agreement can not be interpreted in any way as constitutive of any type of association or employment relationship between "THE PARTIES", and that labor relations, whether individual or collective, shall in all cases be maintained between the contracting parties and their respective workers, even in the cases of work carried out jointly and carried out in the facilities or with equipment of any of "THE PARTIES".

Each of "THE PARTIES" will be solely responsible for the legal obligations in labor and social security matters, or in the matter of providing professional services, as the case may be, with respect to their own personnel or the human resources they hire, under any scheme, for the realization of the activities derived from this agreement, each party will be obliged to respond to the other for the claims that their workers or their service providers came to perform on the occasion of the activities emanating from this Framework Collaboration Agreement, in the understanding that in no case may the personnel of one party shall be consider as a substitute or subsidiary employer of the other.

SIXTH. CONFIDENTIALITY. "THE PARTIES" agree to maintain a general principle of confidentiality with respect to the information of the other party to which they may have access. At all times we will seek to avoid disclosure or undue appropriation of the knowledge, methodology and knowledge generated in compliance with this Framework Collaboration Agreement and its Specific Agreements that are confidential. In this regard, either Party may request execution of a separate Non-Disclosure Agreement (NDA) that will reference this Agreement and provide more detailed confidentiality obligations with respect to this Agreement or in relation to a Specific Agreement. Failure to negotiate in good faith and/or execute the NDA constitutes a justified cause for termination under Clause Ten of this Agreement.

"THE PARTIES" are obliged to respect the confidentiality and confidentiality of the information they have knowledge of in connection with the execution of this instrument, within the framework of the provisions of the Federal Law on Transparency and Access to Government Public Information and other regulations applicables; as well as using the confidential information that they have knowledge only for the purposes derived from this Framework Collaboration Agreement.



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The confidential information of third parties in possession and possession of one of "THE PARTIES" and disclosed to the other, shall be kept confidential under the same terms and conditions imposed by the third party, notwithstanding any other provision of this clause.

"THE PARTIES" are obliged to return or, if authorized in writing by the transmitter, to destroy all confidential information and all copies of it received under agreement, on the date of termination thereof.

Likewise, "THE PARTIES" shall be liable for any misuse or disclosure to third parties not expressly authorized by "THE PARTIES", that such information was made by "THE PARTIES" or their personnel, so "THE PARTIES" must inform all their personnel with access to the information, of their obligations on that regard.

SEVENTH. VALIDITY. The validity of this Framework Collaboration Agreement will be for five years and will start from the date of subscription.

EIGHTH. SUSPENSION. "THE PARTIES" may suspend the effects of this Framework Collaboration Agreement or the Specific Agreements derived therefrom, for justified reasons, which shall not imply the termination thereof, restarting the commitments and obligations arising from this instrument as soon as the reasons that gave rise to the suspension disappear, always maintaining the necessary measures to safeguard the object of the Specific Agreements that are issued at the time.

NINTH. MODIFICATIONS. This Framework Collaboration Agreement may be added or modified during its validity, in writing and by mutual agreement between "THE PARTIES" through the necessary legal instruments, which will come into force from the date of its subscription and will be part of this instrument.

TENTH. ANTICIPATED TERMINATION. "THE PARTIES" may terminate this Framework Collaboration Agreement in advance when there are justified causes, by writing a notice to the other party, which must be made 60 business days in advance of the date on which it is intended to terminate the present instrument, signing in agreement "THE PARTIES" for its termination.

In this case, the work that has been initiated on the occasion of Specific Agreements must be concluded, adopting the necessary measures to avoid damages to "THE PARTIES", as well as to third parties.



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ELEVENTH. FORTUITOUS EVENT OR FORCE MAJEURE. "THE PARTIES" shall not be liable for damages that may be caused by force majeure or fortuitous events, which prevent compliance with the purpose of this Framework Collaboration Agreement. Once these events have been overcome, the activities in the form and terms determined by the "THE PARTIES" will be restarted.

TWELFTH. OF INTELLECTUAL PROPERTY. "THE PARTIES" agree that this agreement does not grant any license or any type of right regarding intellectual property from one party to the other. "THE PARTIES" are obliged not to use, market, disclose to third parties, distribute, give away, or otherwise dispose of any project made by "THE PARTIES", or any material or surplus materials that result from intellectual property of "THE PARTIES" without having a specific mutual agreement of cooperation or contract as the case may be.

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It is strictly forbidden for "THE PARTIES" and for its personnel, if applicable, to reproduce without prior written permission of "THE PARTIES", any type of material that has been provided or developed to them under this agreement, under penalty of incurring in any sanction established by the laws on Copyright and Industrial Property, which will also constitute the termination of this agreement.

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"THE PARTIES" agree that they may not disclose, through publications, reports, conferences, or in any other form, the programs, data and results obtained from the products covered by this Framework Collaboration Agreement, its Annexes or Specific Agreements, except with the express authorization of the other party. In this regard "THE PARTIES" agree to recognize the participation of both instances, as well as the rights of authorship and any other right. Likewise, the authorial credits corresponding to the technicians who have intervened in them will be recognized, whose identification must be made by the party that requires the recognition of the credit, mentioning it to the other party that must recognize it.

"ITSA Foreground Intellectual Property" shall mean all inventions or discoveries that are conceived or discovered solely by one or more employees of ITSA in performance of the collaboration envisioned under this Framework Collaboration Agreement, its Annexes or Specific Agreements; and all works of authorship which are first fixed in a tangible form solely by one or more employees of ITSA in performance of the collaboration.

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"INAOE Foreground Intellectual Property" shall mean all inventions or discoveries that are conceived or discovered solely by one or more employees of INAOE in performance of the collaboration envisioned under this Framework Collaboration Agreement, its Annexes or Specific Agreements; and all works of authorship which are first fixed in a tangible form solely by one or more employees of INAOE in performance of the collaboration.

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“Jointly Developed Intellectual Property” shall mean all inventions or discoveries which are conceived or discovered jointly by one or more employees of INAOE and by one or more employees of ITSA in performance of the collaboration, and all copyrighted works which are jointly made by such employees of INAOE and ITSA.

“ITSA Background Intellectual Property (“ITSA Background IP”) shall mean all Intellectual Property that is either a) owned by ITSA, or b) licensed or otherwise in the control of ITSA prior to the Effective Date of this Framework Collaboration Agreement, its Annexes or Specific Agreements, whether such IP is patented, patent pending, subject to assignment, ITSA proprietary information, to cover information only “protected” by confidentiality, a trade secret, or otherwise protected.

“INAOE Background Intellectual Property (“INAOE Background IP”) shall mean all Intellectual Property that is either a) owned by INAOE, or b) licensed or otherwise in the control of INAOE prior to the Effective Date of this Framework Collaboration Agreement, its Annexes or Specific Agreements, whether such IP is patented, patent pending, subject to assignment, INAOE proprietary information, to cover information only “protected” by confidentiality, a trade secret, or otherwise protected.

THIRTEENTH. RESCISSION. Any of "THE PARTIES" may terminate this Framework Collaboration Agreement without liability, if the other incurs in violation of the terms and conditions set out in these CLAUSES, obliging the aggrieved party to make the notification of its decision by notice in writing given to the party that would have given rise to the cause of termination, specifying and documenting the causes that led to its decision, having to mediate a period of not less than 30 calendar days between the notification date of the notice and the one corresponding to the termination of this Framework Collaboration Agreement, its Annexes or Specific Agreements.

The party that fails to comply with this Framework Collaboration Agreement, its Annexes or Specific Agreements, is obliged to pay the other party the damages caused by said breach, after proof of non-compliance.

FOURTEEN. CESSION OF RIGHTS. "THE PARTIES" agree that the rights and obligations deriving from this Framework Collaboration Agreement, its Annexes or Specific Agreements, are non-transferable and may not be assigned to any individual or entity.



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FIFTEEN FIFTH. HEADERS. The headings of the clauses of this Framework Collaboration Agreement, its Annexes or Specific Agreements, are included only to facilitate their reference and do not limit or affect the interpretation of the legal terms and conditions of this legal instrument.

TENTH SIXTH. NOTIFICATIONS. Any notification or communication that is required to give under this Framework Collaboration Agreement through any of "THE PARTIES" shall take effect when it is in writing delivered personally, by registered mail with acknowledgment of receipt, postage paid and sent to the party corresponding to the address indicated in this Framework Collaboration Agreement or any other address previously designated in writing. The notifications take effect from the date of receipt.

For the effects that derive from the application of the present Framework Collaboration Agreement and the previous paragraph, "THE PARTIES" indicate as their addresses those indicated in the initial declarative section. Any change of address of "THE PARTIES" must be notified in writing to the other party, with acknowledgment of receipt, with 10 calendar days in advance of the date in which that change is required to take effect. Without this notice, all communications will be validly understood in the addresses indicated for that purpose, within the statements of "THE PARTIES".

TENTH SEVENTH. MATTERS NOT PROVIDED. "THE PARTIES" agree that the matters related to the object of this agreement that are not expressly provided for in its clauses will be resolved by common agreement by "THE PARTIES" and the decisions they make must be made in writing.

EIGHTEENTH OF THE DISPUTE RESOLUTION. "THE PARTIES" agree that the present instrument is the product of good faith, so that the conflicts that arise to present themselves as to their interpretation, formalization and compliance will be resolved by mutual agreement through those responsible for monitoring and evaluation. However, in the event of a discrepancy, they agree to submit to the jurisdiction of the Federal Courts with residence in the City of Puebla; expressly renouncing any jurisdiction that, by reason of present or future address, or for any other reason, may correspond.

"THE PARTIES" state that in this Framework Collaboration Agreement there is no fraud, error, violence or bad faith or any other defect that could invalidate it; so that they agree and in agreement with the full content and form thereof, declare that it is their will to sign it in duplicate for all legal purposes, in Santa Maria Tonantzintla, Puebla on the fifteen day of the month of July of 2022.



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**NATIONAL INSTITUTE OF
ASTROPHYSICS, OPTICS AND
ELECTRONICS**

Dr. Edmundo Antonio Gutiérrez Domínguez
Legal representative

**INSTITUT SUPERIEUR DE TECHNIQUES
APPLIQUEES**



Dr. Kahuti Tititi Anaclet
General Director & Legal representative

SUPERVISORS

Dr. Daniel Durini Romero
Director of Research

Dr. Elisée Ilunga Mbuyamba
Academic General Secretary

THE FIRST SIGNATURES CORRESPOND TO THE FRAMEWORK COLLABORATION CONVENTION THAT THE NATIONAL ASTROPHYSICS, OPTICS AND ELECTRONIC INSTITUTE CELEBRATES ON THE ONE PART; AND ON THE OTHER HAND INSTITUT SUPERIEUR DE TECHNIQUES APPLIQUEES (HIGHER INSTITUTE OF APPLIED TECHNIQUES), ON DATE 15 OF JULY OF 2022. CONSTANT OF EIGHTEEN CLAUSES IN 10 USEFUL TEXTS WITH TEXT ONLY IN THE ANVERSE AND PROPERLY RUBRICATED IN EACH OF THEM AND SIGNED AT THE CALCE OF THE DOCUMENT.