

MEMORANDUM OF UNDERSTANDING

BETWEEN

COOPERACIÓN LATINOAMERICANA DE REDES AVANZADAS (REDCLARA)

AND

**INTERAMERICAN DEVELOPMENT BANK AS ADMINISTRATOR OF
THE MULTILATERAL INVESTMENT FUND (IDB LAB)**

WHEREAS the Inter-American Development Bank (the “**IDB**”) is a public international organization, the purpose of which is to contribute to the acceleration of the process of economic and social development of its regional developing member countries in Latin America and the Caribbean;

WHEREAS the Multilateral Investment Fund III (the “**BID Lab**”) was established by the Agreement Establishing the Multilateral Investment Fund III, is administered by the IDB and has the purpose of promoting social innovation as a tool to improve equality in Latin America and the Caribbean;

WHEREAS the IDB is developing LACChain (the “**Project**”), a project for the development of the blockchain ecosystem in Latin America and the Caribbean.

WHEREAS the COOPERACIÓN LATINOAMERICANA DE REDES AVANZADAS (**REDCLARA**) is an international non-governmental organization organized under the laws of the Oriental Republic of Uruguay with the capability to be considered as partner or associate or contributor for the purposes of contributing the “**Resources**” as specified in Annex 1 hereto to work, advocate and deliver the means to execute in conjunction with other associated partners the Project.

WHEREAS REDCLARA and the IDB (hereinafter collectively referred to as the “**Parties**” and individually as “**Party**”) share common objectives with regard to the Project; and

WHEREAS the Parties intend to state their common goals in the development of the LACCHAIN Project;

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

**Article 1
Interpretation**

1. References to this Memorandum of Understanding (the “**MOU**”) shall be construed as including any Annexes, as amended in accordance with the terms of this MOU. Any Annexes shall be subject to the provisions of this MOU, and in case of any inconsistency between an Annex and this MOU, the latter shall prevail.
2. This MOU does not represent any commitment of the Parties, including, without limitation, with regard to funding on the part of the Parties. Any such commitment (including for the transfer of funds) shall be reflected in separate agreements that may be entered into by the Parties, subject to each of

the Parties' internal policies and procedures, including those policies for procurement and the hiring of consultants and other services, as well as policies and obligations related to the access to information.

3. Furthermore, this MOU shall not represent any commitment on the part of either Party to give preferred treatment to the other in any matter contemplated under this MOU or otherwise.

4. This MOU represents the complete understanding between the Parties and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MOU.

5. Any Party's failure to request implementation of a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU.

Article 2 Purpose

Subject to Article 1, Section 2 hereto, the purpose of this MOU is to provide a non-exclusive framework of cooperation and understanding, and to facilitate collaboration between the Parties to further their shared goals and objectives of the Project.

Article 3 Duration

This MOU shall be effective upon the last date of signature of the approving officials and remain in force until a final agreement is reached, unless terminated in accordance with Article 16 below.

Article 4 Areas of Cooperation

1. The Parties may agree to collaborate by carrying out some or all of the following activities:
 - a. Sharing relevant and complementary information regarding blockchain-based services that the Project and REDCLARA are developing and offering.
 - b. Promoting the Project.
 - c. Developing new material, tools and concepts, as blockchain infrastructure, blockchain based digital identity or tokenized fiat money.
 - d. Convening stakeholders in joint workshops and meetings to strengthen the position of the Project.
 - e. Developing and publishing communication materials.

2. The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest. Subject to Article 1, Section 2 hereto, other related activities may also be agreed upon between the Parties from time to time.

Article 5 Organization of the Cooperation

1. The Parties may hold regular semiannual bilateral meetings on matters of common interest, in accordance with an agenda agreed to in advance by the Parties, to develop and monitor collaborative matters related to the execution of the Project. Such meetings may be held through electronic means or in person and may take place roughly once every two months to:
 - a. discuss technical and operational issues related to furthering the objectives of this MOU;
 - and
 - b. review the progress of work undertaken in the areas of cooperation mentioned in Article 4 above.
2. Bilateral meetings shall be held with the presence of at least one representative for each Party. Additionally, any of the Parties may invite one or more representatives of LACChain.
3. Each Party may share knowledge and information in its area of operations and expertise relevant to the MOU with the other Party, subject to the execution, if required, of the relevant non-disclosure agreement.

Article 6 Status of the Parties and their Personnel

1. The Parties acknowledge and agree that the IDB is an entity separate and distinct from REDCLARA. The employees, personnel, representatives, agents, contractors and affiliates of the IDB, including the personnel engaged by the IDB for carrying out any of the project activities pursuant to this MOU, shall not be considered in any respect or for any purpose whatsoever employees, personnel, representatives, agents, contractors or affiliates of REDCLARA, nor shall any employees, personnel, representatives, agents, contractors or affiliates of REDCLARA be considered in any respect or for any purposes whatsoever employees, personnel, representatives, agents, contractors or affiliates of the IDB.
2. Neither Party shall be entitled to act or make legally binding declarations on behalf of the other Party. Nothing in this MOU shall constitute a joint venture, agency, interest group or any other kind of formal business grouping or entity between the Parties.

**Article 7
License**

1. Each Party shall retain ownership and/or control of all other works that have been its property, or to which it has been granted a license, prior to entering into this Agreement.
2. Each Party shall retain ownership and/or control of all the works that said party develops as a result of this Agreement and/or the Project.

**Article 8
Representations and Warranties**

Each party hereby represents and warrants that (i) it has full right, power and authority to fulfill the obligations hereunder. Further, REDCLARA hereby represents and warrants that (ii) the Resources are the original product of its work and creation or at least that it has sufficient rights to grant the license provided herein; and (iii) there are no claims, complaints, actions or demands from third parties for copyright infringement associated with the Resources.

**Article 9
Use of Name and Emblem**

1. Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or for public dissemination, without the prior expressly written approval of the other Party in each case. In no event shall authorization of the IDB name or emblem be granted for commercial purposes or for use in any manner that suggests an endorsement by one Party of the other Party's products, business practices or services. Any use of the name or logos of the Inter-American Development Bank or the BID Lab by REDCLARA for any purpose whatsoever requires approval in advance by the IDB, in writing, which may be revoked at any time by the IDB.
2. REDCLARA acknowledges that it is familiar with the independent, international and impartial status of the IDB. Each Party recognize that it may not use the other Party's name or emblem in a way that could associate that Party with any political or sectarian cause.
3. The Parties agree to recognize and acknowledge this partnership and their contributions in the works and any derivative works thereto, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

**Article 10
Privileges and Immunities**

Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the IDB.

Article 11
Disclosure of Information and Confidentiality

REDCLARA agrees that information related to this MOU and the Project may be made public by the IDB for purposes of dissemination of best practices or for programmatic description and evaluation purposes. The IDB may make available to the public in accordance with IDB policies certain information regarding this Agreement and information related to the Project and its outcomes, with the exception of information that REDCLARA has specifically identified as confidential, which is not otherwise available to the public.

Article 12
Responsibility

1. Each Party will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its respective personnel, in relation to this MOU.

Article 13
Anti-Fraud and Anti-Corruption.

The IDB strives to prevent fraud and corruption in its activities and takes serious action in response to allegations of such conduct. The Executing Agency acknowledges that in addition to contractual remedies for fraud, corruption and other sanctionable practices, (i) the IDB's administrative debarment process applies to IDB projects and counterparties; and (ii) the IDB and certain other multilateral development banks (MDBs) also have entered into arrangements under which it is expected that, as a general matter, debarment by one participating MDB will be recognized by the other participating MDBs. Detailed information about the sanctions and debarment framework can be found on the IDB 's website.¹

Article 14
Dispute Settlement

1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then prevailing, or according to such other procedure as may be agreed between the Parties.
2. Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing sub-article may be referred by either Party to arbitration under the UNCITRAL Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

¹ Found at <http://www.iadb.org/topics/transparency/IAD/index.cfm>.

Article 15
Notification and Amendments

1. Each Party shall promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MOU. Notice shall be sent to the following representatives:

a. For the IDB:

Inter-American Development Bank as administrator of the Multilateral Investment Fund
1300 New York Avenue, NW
Washington, D.C. 20577
UNITED STATES OF AMERICA
Attention: General Manager IDB Lab
Telephone: +1 (202) 623-1735
Facsimile: +1 (202) 623-2000
E-mail: IDBLabManager@iadb.org
Cc: alejandropa@iadb.org

b. For REDCLARA:

Cooperación Latinoamericana de Redes Avanzadas (CLARA)
Casa de Internet de América Latina y el Caribe
Rambla República de México 6125
11400 Montevideo
REPÚBLICA ORIENTAL DEL URUGUAY
Attention: Luis Eliécer Cadenas Marin
Telephone: +598 2604 2222 #5301_
E-mail: luis-eliecer.cadenas@redclara.net

2. Either Party hereto may, by notice in writing to the other Party, designate additional representatives or substitute other representatives for those designated in this Article.

3. The Parties may amend this MOU by mutual written agreement, which shall be appended to this MOU and become an integral part of it.

Article 16
Termination

1. Either Party may terminate this MOU by giving 2 months' prior written notice to the other Party.
2. Any termination of the MOU shall be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Parties accrued prior to the date of termination under this MOU.
3. The obligations under Articles 6, 10, 11, 12, 13, 14, 15 and 16 do not lapse upon expiry, termination of or withdrawal from this MOU.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below to this Memorandum of Understanding in two (2) original counterparts.

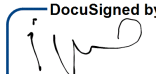
**For COOPERACIÓN LATINOAMERICANA
DE REDES AVANZADAS (REDCLARA)**

DocuSigned by:

CAF89BB9210B45C...
Luis Eliécer Cadenas Marin
Executive Director

10/19/2020
Date: _____

**For the INTER-AMERICAN DEVELOPMENT BANK
as administrator of the Multilateral Investment
Fund**

DocuSigned by:

3183DE6ABD314FB...
Irene Arias Hofman
General Manager, IDB Lab

10/19/2020
Date: _____

Annex 1

RESOURCES

- The IDB Lab will contribute to accelerating REDCLARA's blockchain adoption.
- The IDB Lab and REDCLARA will co- design strategies to promote blockchain projects in the Higher education and research institutions in Latin America.
- The IDB Lab and REDCLARA will explore together use cases around areas of common interest.
- The IDB Lab and REDCLARA will work together to develop innovative solutions promoting the involvement of the human capital and capabilities in Universities and research centers in Latin America.
- The IDB Lab and REDCLARA will collaborate to develop the blockchain ecosystem in Universities and research centers, in a way that maximizes inclusion.
- The IDB Lab and REDCLARA will work together on interoperability with other networks, automation, gas, distribution and monitoring tools.
- REDCLARA will actively participate in the different working groups.
- The IDB Lab will grant REDCLARA access to the LACChain blockchain networks.
- REDCLARA may run and maintain core and/core writer nodes on the LACChain networks.
- REDCLARA may deploy solutions on the network.
- The IDB Lab will provide access to the partners section of the LACChain website where REDCLARA can be found by other LACChain partners.
- LACChain will support REDCLARA via their website with connections to entities and communities of the blockchain and distributed ledger space as well as other potential related organizations.
- LACChain and REDCLARA will coordinate communication via Social Media to reach the best possible output for joint events and promote each other's activities or initiatives.
- Where possible the IDB Lab and REDCLARA will hold closed and open on-/or off-site workshops regarding blockchain, distributed-ledger technology or other topics that are relevant to parties.