

**COOPERATION AGREEMENT  
BETWEEN  
THE INFORMATION TECHNOLOGY LABORATORY OF  
THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY  
AND  
ESCUELA TÉCNICA SUPERIOR DE INGENIERÍA INFORMÁTICA OF THE  
UNIVERSIDAD DE MÁLAGA  
OF SPAIN  
CONCERNING TECHNICAL COOPERATION IN THE FIELDS OF  
COMPUTER AND INFORMATION SECURITY**

**Article I. Scope and Objectives**

- A. The purpose of this Cooperation Agreement (hereinafter referred to as the "Agreement") is to provide a mechanism for scientific and technical cooperation in computer and information security between the Information Technology Laboratory (ITL) of the National Institute of Standards and Technology (NIST) and the Escuela Técnica Superior de Ingeniería Informática (ETSI Informática) (hereinafter referred to as the "Participants").
- B. This Agreement is a statement of intent to facilitate the exchange of scientific and technical knowledge services and the augmentation of scientific and technical capabilities of the participants in the areas of computer and information security.
- C. This Agreement is an agreement in principle and is not intended to be legally binding upon the parties to the Agreement.

**Article II. Areas and Forms of Cooperation**

- A. Cooperative activities under this Agreement may consist of exchange of technical and administrative information, reference data, and standards; exchange visits; cooperative research in disciplines within the scope of programs of the Participants and other forms of cooperative activities as may be mutually agreed upon.
- B. Areas of cooperation may include, but are not limited to, areas of mutual interest such as:
  - 1. Assignments of guest scientists to each other's laboratories for periods to be agreed upon by the Participants, as permitted under existing laboratory policies and programs;
  - 2. Cooperative research projects carried out partially in each institution;
  - 3. Participation in seminars, workshops, and training courses in each other's laboratories;
  - 4. Exchange of publications;
  - 5. Other activities as may be agreed.

### **Article III. Financial Obligations**

Cooperative activities under this Agreement are subject to and dependent upon the availability of appropriated funds, personnel, and resources. Neither party is required to obligate funds pursuant to this Agreement. Any financial arrangements will be negotiated on a case by case basis, as permitted by relevant law and regulation, and will be detailed in separate written agreements.

### **Article IV. Intellectual Property**

- A. **Background Inventions.** No rights to Background Inventions are conveyed by this Agreement.
- B. **Publication.** The parties are encouraged to make publicly available the results of their research.
- C. **Agreement Inventions.** Ownership, patenting and licensing rights to inventions created under this agreement, if any, should be determined at the time the invention is made and in accordance with laws, regulations and treaties applicable to the owning Participant(s).

### **Article V. Planning and Review of Activities**

- A. The Participants should name representatives who, at times mutually established shall plan and review activities under this Agreement and use their best abilities to mitigate disputes, if any arise.
- B. The points of contact for implementation of these activities shall be the Information Technology Laboratory for NIST and ETSI Informática for the University of Malaga.

### **Article VI. Duration of Agreement and Termination**

This Agreement is effective from the date of full execution for a period of five (5) years, unless terminated earlier by either Party by serving a reasonable time written notice to the other Party. Early termination shall not adversely affect any joint activity entered into the term of the Agreement.

This Agreement may be amended or extended by written agreement of the Participants.

### **Article VII. Non-Binding**


This Agreement is a statement of intent and is not legally binding upon the parties. This Agreement shall not create legally enforceable rights and cannot be the basis of any legal claim between or against the parties to this Agreement.

FOR THE INFORMATION TECHNOLOGY  
LABORATORY:

  
Cita M. Furlani  
Director, Information Technology Laboratory

8/26/09  
Date

FOR THE ESCUELA TÉCNICA SUPERIOR DE  
INGENIERÍA INFORMÁTICA OF THE  
UNIVERSIDAD DE MÁLAGA:

  
Name, Title José M. Troya

Director E.T.S.I. Informática 27/9/09  
Date