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Title: D2.2 Report on the creation of the legal framework for the NoC.

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Participating Organizations: UNI-KLU, UNC, UNS, UdelaR and UCU

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0.5	19.07.2022	Horacio A. Mendoza	UNC	Conclusion
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1. Introduction

This document reports the actions taken to establish a network of Competence on IoT in the framework of the ERASMUS+ KA2 NEON project. In particular, it explains the legal framework and it defines the bylaws and policies and procedures as part of the task T2.2 of WP2. The results achieved are the conclusion of intense discussions on the most appropriate and lean form for the constituency of the network.

2. Objectives of the Deliverable

Provide a description of the tasks performed by the team for the identification of the most appropriate legal form for the NoC. Regular meetings have been arranged between partners to discuss it. A great effort has been devoted to define the Bylaws and the Policies and Procedures of the Network of Competence.

3. Network of competence definition and constituency

Various forms for the NoC have been considered each characterized by different levels of complexity among which:

- a) A “basic” network of interested individuals linked through a mailing list and spontaneously cooperating in a fully autonomous way.
- b) A network of partner organizations cooperating by virtue of a cooperation agreement.
- c) A network of members in the form of a legal entity to be established in one of the partner or programme countries.

The form a) has been considered too vague and with doubtful concrete results and sustainable existence. The form c) has been judged too complex and requiring major efforts, including financial ones. The form b) has been considered appropriate and implementable as one of the exploitation actions of the project NEON.

To concrete realization of b) has required to:

- Define the mission and scope of the NoC
- Define the governance structure (Board of directors)
- Define forms of membership (Founding members and associate members)
- Define a set of policies and procedures, i.e., the rules for governing the operation of the NoC
- Develop a partnership agreement to be undersigned by the Founding Members of the NoC and compliant with the policies and procedures reported in the Appendix of this deliverable.
- Establish the procedure for the election of the board of director’s members
- Implement the network comprising three main steps:
 - o completion of the partnership agreement and collection of signatures
 - o outreach further members
 - o organize first year general assembly
 - o organize the first workshop/event

4. Policies and procedures

The definition of the Policies and Procedures of the NoC aims to specify the charter keeping a simple structure that renders the operation task and administrative procedures clear and as lean as possible. The NoC governance is formed by a Board of Directors. It is formed by the President,

the Vice-president, and three directors elected by the NoC members. The elected directors should be representative of the three regions Argentina, Uruguay and the EU. Directors should coordinate the activities of the committees (Technical, Educational and Dissemination, and Industry outreach).

To keep simple the management of the member structure, only Founding Members and Associate Members have been defined. Founding members are considered as associate members as well. Members can be individuals or legal entities (universities, corporations, companies). Membership goes through the steps of submitting an application form to the BoD and confirmed by the BoD itself. Then, a **cooperation agreement in compliance with all the policies and procedures of the NoC** has to be signed as an administrative requirement to become an associate member.

In relation to the NOC activities, three main initial activities have been proposed:

- an annual BoD meeting to discuss operational matters and proposals,
- an annual NoC assembly to share a report of activities to all members,
- and finally an annual workshop to incentivize the cooperation between the partners.

6. References

[1] ERASMUS+ KA2 NEON Project Proposal, 2020.

[2] [Industrial IoT Consortium - Policies and Procedures](#)

7. Annexes:

7.1. Bylaws, Policies and Procedures of the Network of Competence on IoT

1. [Charter](#)
2. [Governance](#)
3. [Board of Directors](#)
4. [Technical Committee](#)
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1. **Charter. NoC (Network of Competence)** is a network of non-profit academic institutions and companies of a cultural and educational nature that seeks to increase people's competencies in the Internet of Things (IoT) technology domains.

- a. **Objectives of the NoC:**

- i. To promote cooperation between its members, and other academic institutions, industry and individuals by virtue of the development of human resources and their skills in IoT.
 - ii. To promote outreach activities, develop information and recommendations targeting stakeholders in the domain of IoT (society at large, research and education institutions, industry, public authorities).
 - iii. To promote joint activities for education and training human resources in the IoT domains.
 - iv. To encourage the broadest exchange of information and educational material between the network members and the relevant stakeholders.
 - v. To coordinate the actions of partner institutions to generate resources and material aimed at developing skills in IoT.
 - vi. To promote economic and societal benefit growth, employability, and cooperation.
 - vii. To organize networking events, educational activities, seminars, workshops.
 - viii. To offer research services by its members and foster cooperation research and development projects.
 - ix. To share infrastructure and capacities.
 - x. To foster student/staff mobility.

2. **Governance.**

The NoC is administered by the *Board of Directors (BoD)*.

3. **Board of Directors (BoD).** The Board of Directors is formed by:

- a. *President* elected by the NoC members.
 - b. *Vice President (VP)* elected. The VP can act as Treasurer of the NoC in case a budget is allocated.
 - c. *Three Directors* elected by the NoC members:
 - i. the *Director for educational and dissemination activities*,
 - ii. the *Director for members and industry outreach*,
 - iii. the *Director for technical activities*.

Preferably, the Directors should be representative of the three regions Argentina, Uruguay and the EU.

- d. **Secretary** elected by the NoC members

All members of the BoD last in their mandate two years and can be re-elected.

Functions of the NoC:

- i. To receive, generate and process proposals related to the NoC charter.
- ii. To coordinate activities of the NoC.
- iii. To generate temporary study groups if necessary.
- iv. To create technical committees and appoint members.
- v. To address and resolve issues and conflicts that may arise.
- vi. To solve any other unforeseen situation.

Voting:

- vii. Matters that require voting will be resolved through a motion and a voting procedure based on absolute majority of the BOD members.

4. Technical Committee (TC)

This committee will be formed to implement technical activities and will consist of a director elected and members appointed by the BoD.

5. Educational and Dissemination Committee (EDC)

This committee aims to coordinate the educational activities (including labs) between all the members. Also, it aims to coordinate the dissemination activities, promotions of courses and labs by different communication channels. This committee will be formed by a director elected and members appointed by the BoD.

6. Industry Outreach Committee (IOC)

This committee aims to coordinate activities with the industry. This committee will be formed by a director elected and members appointed by the BoD.

7. NoC Members and representatives

The NoC will have *Founding Members* and *Associate Members* only as detailed in Article 8.

8. Members. Conditions of admission.

Two categories of members are established: Founding Member (FM) and Associate Member (AM). Membership is free of admission/registration fee and made through the request submitted to the Board of Directors who will evaluate and approve admission.

- a. **Founding Member (FM).** This member category is permanent and assigned to the Founding Members as long as they remain in good standing. The Founding Members are universities and companies that have established the NoC and have undersigned a Cooperation Agreement (CA) compliant with the Bylaws and Policies and Procedures herein established. Founding members are ex officio associate members. The list of founding members is provided in **Section 7.3.**

When a Founding Member withdraws, and is no longer in good standing, another Associate Member can replace the original Founding Member position with the approval of the BoD. An amendment of the CA will be required.

Founding members can:

- i. Provide a list of individuals that are actively engaged with the NoC activities.
- ii. Nominate an individual as FM Representative and as FM Vice-Representative.

- iii. Participate with voice and **have their two representative vote** in the assemblies.
 - iv. Express candidates for the position of President, Vice-President, Director and Secretary of the BoD.
 - v. Propose initiatives consistent with the aims and objectives of the NoC.
 - vi. Contribute by posting job opportunities, internship/training opportunities.
 - vii. Comply with and collaborate with the fulfilment of the obligations.
 - viii. Maintain an active and continuous participation in all consensual activities.
- b. **Associate Member (AM)**. Associate members can be universities, non-profit organization and companies of any nationality whose admission upon request has been approved by the BoD. Associate members can also be individuals of any nationality whose admission upon request has been approved by the BoD. This category of members can:
- i. Provide a list of individuals that are actively engaged with the NoC activities if the AM is a university or company.
 - ii. Nominate an individual as FM Representative and as FM Vice-Representative if the AM is a university or company.
 - iii. Participate with voice in the assemblies.
 - iv. **Express a vote in case of an individual AM or have their two representative vote** in the assemblies in case of university/company membership.
 - v. Propose initiatives consistent with the aims and objectives of the NoC.
 - vi. Contribute by posting job opportunities, training and internship opportunities.
 - vii. Comply with and collaborate with the fulfilment of the obligations.
 - viii. Maintain an active and continuous participation in all consensual activities.
- c. **Members admission**
- i. The Board of Directors establishes the requirements for admission. Admission can be requested through the submission of an application form. The request of admission includes a brief presentation of the potential contribution of the member to the NOC. Admission is free of charge.

9. **Assemblies.**

It is established that:

- a. At least one BoD assembly per year. The BoD assembly can be attended by the BoD members.
- b. An annual NoC general assembly is convened (so that all members receive a report on activities and budget, if any). Additional NoC assemblies can be called for any other situation that the BoD deems necessary.
- c. Meetings to discuss operational matters can be organized by the BoD, and committees.
- d. An annual workshop to incentivize the cooperation between the partners.
- e. Meetings can be held in person or remotely.

10. **Assets and infrastructure.** The NoC will own:

- a. The NoC website (www.neon-iot.org)
- b. The NoC logo.
- c. The members list.
- d. Educational material developed by its members, shared, and transferred to the NoC repository of material.
- e. Seminars, webinars, training events, workshops and conferences that have been directly offered/organised by the NoC or that received the NoC sponsorship. Sponsorship will be granted after evaluation of the request by the BoD.
- f. Shared laboratory infrastructure. Initially, such an infrastructure will consist of the laboratories developed in the framework of the KA2 Erasmus+ project NEON. Additional infrastructure can be added by NoC members. Access, use, exploitation of the infrastructure will be regulated by specific separated agreements by the parties involved.

11. **Elections of BoD and Directors**

- a. The NOC members with voting rights will elect the BoD members: President, Vice-President, three Directors and Secretary. Candidates for these positions can be made only by the founding members.
- b. Quorum is made of at least 50% of the number of members with voting rights.
- c. Majority voting will apply. Abstained won't count.
- d. An election committee will be formed and appointed by the in charge BoD. The election committee will be made of 3 NoC members not running for election. The election committee is responsible for identifying a slate of candidates and to conduct the election. The election can be conducted either in a physical meeting or through email voting.

The first BoD will be formed by an election procedure compliant with the previous procedure but limited to the Founding Members that have established the cooperation agreement for the establishment of the NoC.

12. **Voting**

The NoC members with voting rights can express their vote to elect the BoD members and in all matters and motions that require a vote from the members.

- a. Votes are casted by the individual members and by the two representative of each corporate member (university, company).
- b. Quorum is made of at least 50% of the number of members with voting rights.
- c. Majority voting will apply. Abstained won't count.

13. **Intellectual Properties Rights aspects**

- a. **Confidentiality.** Any information disclosed or submitted in connection with NoC activities is not confidential, except as expressly agreed to under a fully-executed agreement (signed).
- b. **Background intellectual property (IP)** owned by a member remains the exclusive property of that member.
- c. **Foreground intellectual property** developed as a result of the NoC members activity carried out for the NoC or as an initiative of the NoC will be jointly owned by the NoC and the members that have developed such foreground IP. Should the foreground IP be the subject of patents, the costs, ownership, exploitation

and royalties associated with such patents will be regulated through separate agreements between the parties involved.

d. **Copyrights.**

The content and works published by the NoC are governed by the copyright laws. Any duplication, processing, distribution or any form of utilisation beyond the scope of copyright law shall require the prior written consent of the author or authors in question.

e. **Conditions of contributions.** Contributions by members that contain material under copyright licences cannot be published or used or distributed by the NoC without written permission by the authors.

f. **Release of materials.** Any material that is released with the NoC authorship or NoC shall have the written approval by the BoD.

14. NOC Sponsorship

- a. Sponsorship either financial or technical of events, workshops, conferences, training can be requested to the NoC. The sponsorship request shall be directed to the BoD and requires approval by the BoD.

15. Financial Resources

It is established that financial resources, if they exist, will be managed by the BoD.

- a. The network is capable of generating resources.
- b. The potential resources feasible to be generated through this network will be managed by the pertinent committee director according to national and institutional regulations and may come from:
- i. The product of events or promotion activities.
 - ii. Donations.
 - iii. The product of agreements with international entities and of any other income that can be obtained lawfully in accordance with the non-profit nature of the NoC.

16. Liability

Except for loss or damages caused through gross negligence or intent, the NOC and members shall have no liability to each other hereunder.

17. Equality, Quality, Conflict Resolution

The NoC will firmly support diversity, inclusivity, and equality treatment with no distinction of gender, religion, political, and origin. All activities will be checked for quality. Should issues and conflicts arise, they will be resolved in the most cooperative, unbiased, and friendly way. Such cases shall be reported to the BoD. Members of the BoD shall operate with the highest ethical standards and their members shall not have any conflict of interest.

18. Dissociation.

By simple request directed to the BoD.

19. Amendments of bylaws and policy and procedures

Updates and amendments can be proposed by the BoD. They require the approval of all Founding Members.

7.2. Founding members

The founding members comprise the following organizations who are part of the Institutions of the project ERASMUS+ KA2 Neon. The current active participants are also listed.

Founding Members	Active participants
Universität Klagenfurt - UNI-KLU	Andrea M. Tonello
	Gerhard Friedrich
	Bernhard Rinner
Universidad Carlos III de Madrid (UC3M)	Kyandoghene Kyamakya
	Ana Garcia Armada
	M. Julia Fernández-Getino García
Universidad Nacional de Córdoba (UNC)	Victor P.Gil
	Carmen Rodríguez
	Jorge M. Finochietto
Universidad Nacional del Sur (UNS)	Graciela Corral Briones
	Horacio A. Mendoza
	Juan Cousseau
Universidad Nacional de Mar del Plata (UNMDP)	Fernando Gregorio
	Favio Masson
	Verónica Schlenker
Universidad de la República (Udelar)	Daniel O. Carrica
	Lucia Isabel Passoni
	Jorge Castiñeira Moreira
Universidad de la República (Udelar)	Patricio Donato
	Leonardo Steinfeld Volpe
	Benigno Rodriguez

	Juan P. Oliver
	Federico La Rocca
	Germán Capdehourat
	Julián Oreggioni
	María Simon
Catholic University of Uruguay (UCU)	Matías Miguez
	Alfredo Arnaud
	Rafael Puyol
TEAC Foundation	Pedro Julián
	Marcela Guerra
	Pablo Mandolesi
INCUTEX	Juan Ingrassia
	Jimena Caro
Alassio S.A.	MSc. Ing. Bruno Bellini
	Bruno Artola
ALENET S.A.	MSc. Ing. Agustin Derregibus

7.3. [Membership Application Form](#)

Network of Competence on Internet of Things



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Date of Request (dd/mm/yyyy)

Last Name	First Name	ID/PP

Contact info

email	Cell phone	Other

Membership Category

Full	Associate	Adherent

Entity information

Denomination	website	Position

No short description of potentially contribution of NOC you would like to present (for example internship opportunities) (max 1000 characters)

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Requests for a presentation of potential contribution to a NOC is required to be completed and submitted to the Network of Competence - **Board of Director**, via email at noc@noc.org \$ three weeks prior to the assembly meeting date. Assembly meeting dates are listed on our website at <http://neon-iot.org>. All requests will be reviewed by the current **Board of Directors** if necessary, maybe forwarded onto a specialized Committee (Technical or Educational) for further consideration. Once a request has been reviewed and has been added to the final version of the Assembly agenda, the owner of the request will be contacted and advised of the time slot and duration to present their agenda item (typically five minutes).

Signature (Digital)

7.4. Cooperation Agreement for Associate Members

COOPERATION AGREEMENT BETWEEN [INSERT FULL COMPANY NAME] AND THE NETWORK OF COMPETENCE ON INTERNET OF THINGS

1. Purpose

With the objective of promoting cooperation and capacity building between Higher Education Institutes (HEI), Companies and Individuals with activities and interests related to Internet of Things technologies, higher and continuous education, research and development [insert full company name] (hereafter, "[company acronym/name]") and the Network of Competence on Internet of Things (hereafter, the "NoC") enter into the following **Cooperation Agreement**.

2. Forms of cooperation

The following forms of cooperation, amongst others, can be pursued hereunder:

- Cooperative research
- Dissemination and educational activities
- Development of study programs
- Education, continuous education and training
- Sharing of laboratory infrastructure
- Actions to increase employability and creation of job opportunities
- Organization and/or participation to events
- Student and staff mobility

3. Policies and procedures

By virtue of this agreement, [insert company acronym/name] expressly agrees to comply with the policies and procedures of the NoC available at: ...

4. Financial arrangements

Membership is free of charge. Any financial arrangement between the NOC and [insert company acronym/name] have to be further negotiated and mutually agreed.

5. Liability

Except for loss or damages caused through gross negligence or intent, the NoC and [insert company acronym/name] shall have no liability to each other hereunder.

6. Legal Relationship

This Cooperation Agreement shall be construed as a statement of purpose to promote a genuine and mutually beneficial collaboration between the NoC and [insert company acronym/name]. Nothing in this Cooperation Agreement shall create any legal relationship between the NoC and [insert company acronym/name].

7. Commencement, renewal, termination

This Cooperation Agreement will be effective from the date of the last signature hereto and will remain in force for an

unlimited time period, unless one party expressly requests the termination of the Agreement.

Signed on behalf of [insert company name/acronym]:

Signed on behalf of the NOC:

Place: [insert location]

Place:

Date: [insert date]

Date: [insert date]

NAME, SIGNATURE & COMPANY STAMP

NAME, SIGNATURE & NOC STAMP