



Enabling global identity
Protecting digital trust

Cooperation Agreement about LEI Mapping

GLEIF and Mapping Partner

Restricted

Version 1.0

2021-09-02

COOPERATION AGREEMENT

ABOUT LEI MAPPING

between

GLOBAL LEGAL ENTITY IDENTIFIER FOUNDATION,

St. Alban-Vorstadt 5, CH-4052 Basel, Switzerland

as GLEIF

and

COMPANY

Address

as

COMPANY

together "the Parties"



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1. Initial Position

COMPANY serves a wide variety of professional markets and industries across the globe. COMPANY provides professionals with the intelligence, technology and human expertise in the areas of financial and risk, legal, tax and accounting, intellectual property, science and media markets.

The Global Legal Entity Identifier Foundation (GLEIF) is a not-for-profit organization created to support the implementation and use of the Legal Entity Identifier (LEI). GLEIF manages a network of partners, i.e. the LEI issuing organizations, to provide trusted services and open, reliable data for unique legal entity identification worldwide.

COMPANY approached GLEIF to propose the establishment of a closer relationship to enhance the overall coverage and quality of LEI data, coming from the each Local Operating Unit (LOU) and published on GLEIF's website.

The Parties believe cross-referencing to alternative IDs like COMPANY's Identifier "COMPANY-ID" will help their mutual constituents map and acquire LEIs with more precision.

2. Objectives

COMPANY and GLEIF wish to engage in a joint project to establish a process for cross-referencing LEIs to the "COMPANY-ID". For this purpose COMPANY will make its "COMPANY-ID" completely available to GLEIF and the financial market without costs, restrictions or commercial considerations.

The cornerstone of the partnership would be a quality control feedback loop and a verification process that would certify the accuracy of mapping between COMPANY entity data and the LEI records published through the GLEIF.

The certification process is described on the GLEIF website.

The Parties have negotiated, and agreed on, the Conceptual Model.

For the avoidance of doubt, GLEIF shall be obliged to grant the Mapping Certificate to COMPANY if and when all components of the Conceptual Model, and the review of the Certification Documentation (Internal Control Checklist) have been completed in due time and all criteria for successful Certification are met.

3. Services

To achieve the objectives described in section 2, the Parties provide the following agreed services.



3.1 GLEIF Services - Service Descriptions

The following services are performed by GLEIF. For all of them, the attended service operating time will be during GLEIF's Business Days between 09.00 – 17.00 UTC+1.

3.1.1 Certification of mapping COMPANY ID to LEI

Name	Certification of Mapping COMPANY ID to LEI
Tag line	Accuracy and confirmation of mapping COMPANY ID to LEI process.
Description	<p>COMPANY documents the nature and extent of the mapping process(es) in a Technical Implementation Note (operational protocols). Supporting documentation (e.g. narratives, diagrams, exhibits describing the process and procedures) must be provided as additional information.</p> <p>GLEIF checks the relevant sample data from COMPANY with its mapping algorithms for accuracy, and checks whether the relevant sample data meets the accuracy criteria.</p> <p>Provided the information on samples from COMPANY is sufficient for matching, GLEIF ensures the mismatches in the following areas have been checked:</p> <ul style="list-style-type: none">a) Entity nameb) Entity short namec) Entity legal formd) Status (entity is active/inactive)e) Addressf) Countryg) Branch entities (branch or headquarters?)h) Duplicatesi) Missing data. <p>If the matching meets the data quality criteria, COMPANY receives a certificate.</p>
Essential Tasks	<ul style="list-style-type: none">▪ Define and maintain data quality checks▪ Check of accuracy mapping between COMPANY data and GLEIF's LEI records▪ Record and deliver result▪ Re-validate (if applicable) with COMPANY▪ Issue mapping certificate
Access Group(s)	COMPANY
COMPANY Tasks	<ul style="list-style-type: none">▪ Provide relevant sample data for mapping algorithm(s)▪ Provide supporting documentation for data mapping algorithm(s)▪ Re-validate data if applicable

3.1.2 Annual re-certification of COMPANY ID to LEI

Name	Re-certification of Mapping COMPANY ID to LEI
Tag line	Re-certification of the accuracy and confirmation of relevant data sample matching process.
Description	<p>Annually COMPANY updates GLEIF's understanding of the current status of the mapping process that were verified as part of the initial Certification.</p> <p>Significant changes should be advised within 30 days from the date they occurred. For areas where significant changes have occurred, COMPANY documents the nature and extent of the changes and how they affected the mapping processing. Supporting documentation must be provided as additional information regarding the change(s).</p> <p>GLEIF and COMPANY review the information and assess the overall impact of any changes noted in the mapping process. GLEIF and COMPANY determine if the changed mapping process still meets the required standard and decides as to whether any remediation action is required.</p> <p>GLEIF may check the relevant sample data from COMPANY with its mapping algorithms for data quality, whether the relevant sample data meets the data quality criteria.</p> <p>Provided the information on samples from COMPANY is sufficient for matching, GLEIF ensures the mismatches in the following areas have been checked:</p> <ul style="list-style-type: none"> a) Entity name b) Entity short name c) Entity legal form d) Status (entity is active/inactive) e) Address f) Country g) Branch entities (branch or headquarters?) h) Duplicates i) Missing data. <p>If the matching meets the data quality criteria, the certification is confirmed.</p>

Essential Tasks	<ul style="list-style-type: none"> ▪ Check data quality of mapping between COMPANY data and GLEIF's LEI records ▪ Record and deliver result of re-validation ▪ Re-validate (if applicable) with COMPANY ▪ Confirm re-certification
Access Group(s)	COMPANY
COMPANY Tasks	<ul style="list-style-type: none"> ▪ Provide updated relevant sample data for its mapping algorithm noting any changes ▪ Provide supporting documentation for any algorithm changes noted
Update Frequency	Annual at the anniversary of certification

3.1.3 Publication of the COMPANY ID to LEI relationship links

Name	Publication of the COMPANY ID to LEI Relationship Links
Tag line	GLEIF publishes the relationship links between the COMPANY ID and the LEI.
Description	<p>Publication of the relationship links between the COMPANY ID and LEI on gleif.org.</p> <p>Via an interface the upload of the master relationship link file to GLEIF takes place. Data is represented in a specific format (e.g. codes, timestamps). Details will be clarified in the Technical Implementation Note (operational protocols).</p> <p>The uploaded file received from COMPANY ID will not be modified by GLEIF.</p>
Essential Tasks	<ul style="list-style-type: none"> ▪ Publish timely accurate file of LEI to COMPANY ID relationship links ▪ Provide upload interface ▪ Process quality checks ▪ Send reports to COMPANY
Access Group(s)	<ul style="list-style-type: none"> ▪ COMPANY ▪ Public
COMPANY Tasks	<ul style="list-style-type: none"> ▪ Deliver the mapping daily/weekly/monthly in the agreed format on time ▪ Remediate any reported errors

3.2 COMPANY services

The services of COMPANY are all related to mapping of LEIs (and the Company ID Issuer if applicable) and transmission of the Company ID to LEI Relationship data to GLEIF. In order to facilitate the certification performed by GLEIF, the relationship data produced by COMPANY should be uploaded to GLEIF in line with the services set out in this chapter. Technical details are specified in the Technical Implementation Note (operational protocols).

3.2.1 Delivery COMPANY ID to LEI relationship links

Name	Deliver COMPANY ID to LEI Relationship Links
Tag line	A cross reference of LEIs to COMPANY which could be a one to one relationship or a one to many relationships.
Description	<p>COMPANY provides a daily/weekly/monthly master file with relationships links of COMPANY ID to LEIs with the attributes</p> <ul style="list-style-type: none">▪ LEI code▪ COMPANY ID <p>COMPANY does not provide any COMPANY ID related reference data.</p>
Essential Tasks	<ul style="list-style-type: none">▪ Apply mapping algorithms according to COMPANY operational protocol to provide COMPANY ID to LEI relationships▪ Check for mismatches before delivering the file to GLEIF▪ Deliver relationship links in the agreed format▪ Include any changes based on reported errors from GLEIF▪ Process Incidents immediately
Access Group(s)	GLEIF

3.2.2 Manage challenges provided through gleif.org

Name	Manage Challenges provided through gleif.org
Tag line	COMPANY responds to LEI to COMPANY ID challenges received from GLEIF.
Description	<p>Description COMPANY will review and respond to LEI to COMPANY ID challenges transmitted to it by GLEIF.</p> <p>These challenges may be transmitted to COMPANY by GLEIF on behalf of a third party or on behalf of GLEIF. COMPANY investigates the content of the challenge and verifies if justified.</p>

	COMPANY ensures the pertaining data is adjusted given the challenge is justified and uploads the adjusted record to GLEIF.
Essential Tasks	<ul style="list-style-type: none"> ▪ Review and respond to all challenges transmitted by GLEIF ▪ Research the content of the challenge and verify the challenge is valid and justified. ▪ Upload to GLEIF the updated data collected
Access Group(s)	Public

4. Place and Time of Collaboration

Teamwork can be provided via videoconference, conference call or in person. The Parties agree in detail by mutual consent about time and place of performance.

5. Non-Competition Clause

Each Party agrees not to directly or indirectly compete with the business of the other Party.

Each Party acknowledges that the other Party may, in reliance of this Cooperation Agreement, provide the Party access to confidential data and good will. Each Party agrees to retain said information according to section 6 as confidential and not to use said information on its own behalf or disclose same to any third party. Each Party also agrees to take reasonable security measures to prevent accidental disclosure.

6. Confidentiality

Information may be transferred between the Parties to the extent necessary to fulfil the purpose of this Cooperation Agreement. Such information may be, without limitation, in the form of business and/or financial records, specifications, software programs, samples, models, photographs, diagrams, drawings, correspondence and/or other documents or may be disclosed orally or in writing, by demonstration or presentation or otherwise.

All such information so disclosed and explicitly marked as “confidential” is hereinafter referred to as “Confidential Information”.

The Parties will undertake to keep confidential any Information received from the other Party and will make no use of such Information, either directly or indirectly,

- unless such Information is general public knowledge or becomes general public knowledge through no fault of any Party, or
- unless such Information was in the receiving Party’s possession prior to Party’s receipt thereof as proven by written records, or



- unless such Information has been received by the Party from any third party under no obligation of confidentiality, or
- unless such Information was not marked as “confidential” from the other Party, or
- the party is obliged by the regulator, oversight committee or by law.

7. Costs

Each Party shall bear its own costs.

8. Settlement of Disputes

Both Parties agree that any disputes, controversies or claims arising out of, or in relation to, this Agreement, including (explicitly without limitation) the validity, invalidity, breach, or termination thereof, should be solved whenever possible amicably and out-of-court.

If disputes arise in connection with the contractual services, the contracting parties will make reasonable efforts to reach an out-of-court settlement.

Disputes will first be discussed by the respective contact persons of both contracting parties.

If the contact persons do not reach a joint solution within 5 working days, each Party’s contact person can escalate the disputes to the Party’s respective management.

9. Term and Termination

This Cooperation Agreement will be effective the later of the dates of signing shown on the last page of this Agreement.

a. ordinary dismissal

It can be terminated by GLEIF or COMPANY at the end of any calendar year, giving twelve months’ previous notice, but not earlier than 24 months after the effective date.

b. extraordinary dismissal

Either Party may terminate this Cooperation Agreement in the event the other Party has materially breached or defaulted in the performance of any of its obligations hereunder, and such default has continued for thirty (30) days after written notice thereof was provided to the breaching Party by the non breaching Party. Any termination shall become effective at the end of such thirty (30) day period unless the breaching Party has cured any such breach or default prior to the expiration of such period.

10. Intellectual property

All intellectual property rights with respect to the work and results will be provided under a Creative Commons license (CC0)¹ for present and future usage (right of use). The right of use contains in particular the right for full or partial copying, sharing, processing and publishing of work and results.

11. Severability

The invalidity of individual parts of this Cooperation Agreement shall have no impact on the validity of the Cooperation Agreement as a whole. The Parties agree that if any provision or part of a provision of this Cooperation Agreement shall, for whatever reason, be deemed invalid, inoperative or otherwise not enforceable, the Cooperation Agreement as a whole shall remain valid and the invalid or inoperative provision or part of a provision shall be considered replaced by the provision which the Parties would have agreed on in good faith if they had been aware of the invalidity of the respective provision.

12. Assignment

A Party is not entitled to transfer this Cooperation Agreement or any rights or obligations under this Engagement Letter to any third party without the other Party's prior written consent.

13. No Agency

The relationship between COMPANY and GLEIF does not constitute a joint venture or partnership in the meaning of Art. 530 et seq. of the Swiss Code of Obligations or any similar form of cooperation under any other applicable laws. Each party it is free to enter into relationships with others.

14. Written Form, Entire Engagement Letter

This Cooperation Agreement, including this clause, may only be amended, waived, rescinded or terminated in writing.

This Cooperation Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and substitutes and merges any previous Cooperation Agreement, be it written or oral, among the Parties hereto concerning the subject matter hereof.

¹ Creative Commons is a nonprofit organization that enables the sharing and use of creativity and knowledge through free legal tools.

15. Contact Persons, Address, Phone, Website, Mail

The primary contact persons of either Party, as well as specialized contact persons (such as technical staff) are listed in Appendix 2.

Both Parties undertake to keep Appendix 2 up to date.

16. Force Majeure

In the event of force majeure, such as floods, tsunamis, earthquakes, fires, storms such as hurricanes or typhoons, war, strikes, riots, volcanic eruptions, or any other similar extraordinary situation, event or circumstance beyond the control of either Party, the obligations of the Parties are suspended to the extent force majeure prevents their reasonable performance, and no damage claims shall arise for that reason.

Once the force majeure ceases, the Parties shall seek in good faith to resume orderly business.

If the force majeure persists for more than three months, the Parties shall convene to find an acceptable intermediate Engagement Letter.

17. Jurisdiction

This Cooperation Agreement is governed by the Laws and Courts of Switzerland.

18. Signatures

_____, __ Month 2022

Basel, __ Month 2022

COMPANY

GLEIF

made in two originals, one for each Party

