

Top7 Conference 2025

Memorandum of Understanding

Between Las Rozas de Madrid ("Organizer") and the Intelligent Community Forum LP ("ICF")

1. Purpose

The Intelligent Community Awards cycle has its second major public event with the annual announcement of the Top7 Intelligent Communities of the year. Taking place each year in June, The Intelligent Community Forum (hereafter referred to as "ICF") names seven finalists in the race toward Intelligent Community of the Year. The Top7 Conference (hereafter referred to as "Conference") creates an opportunity for ICF to honor its Top7 communities and gain attention for the work of ICF while enabling the Organizer to use the ICF brand and content to develop global, domestic, and region-wide interest in its programs and aspirations.

2. Exclusive License

ICF hereby grants to Las Rozas de Madrid (hereafter referred to as "Organizer") the exclusive right to produce a Top7 Conference as described below on a date to be mutually determined in June 2025. This exclusive license provides a one-time right to the Organizer to use the ICF, Top7, and relevant ICF program brands in the promotion and production of the Conference. It further commits ICF to support the Conference by collaborating on the development of a theme and content, speaker recruitment, marketing, event management, and onsite Conference participation.

3. Content, Production, and Marketing

The Organizer will create a one or two-day conference program on a topic of its choosing, subject to approval by ICF. The program will include a luncheon, reception, or dinner, hosted by the Organizer, at which ICF will announce its Top7 Intelligent Communities, making guests and local media the first audience in the world to learn the identities of the Top7 for 2025.

3.a. Organizer Responsibilities

The Organizer will be responsible for all aspects of Conference production, including but not limited to the following:

• Development of all content elements of the Conference except for the Top7 announcement, in collaboration with and subject to the approval of ICF.



- Production of staging, lighting, signage, name badges, and delegate materials, video and audio presentations (exclusive of presenters' own content), photography, AV recording, internet access, and streaming.
- Regional and domestic marketing in the official local languages for the development of a suitable audience, with a goal of at least 150 attendees from local stakeholder groups, government, business, and academic institutions. If the Organizer chooses to charge a registration fee, said fee will not apply to speakers and any ICF personnel, and the Organizer will determine the maximum number of free registrations to be offered to VIPs and other attendees. The Organizer will also honor standard ICF discount for members of 50% off of the registration price.
- Regional sponsorship development and/or government grants to defray the costs of the Conference.
- Setting of the event budget, execution of contracts, and payment of all expenses including travel and accommodation costs for a minimum of two ICF executives for the event, and one ICF executive for a pre-event site visit and planning meeting.
- Selection and management of the venue and all Conference logistics and services.
- If the Organizer wishes to offer incentives, such as offering any free accommodations, discounts or organizing site visits, tours of Las Rozas and/or surrounding areas, and potential business-to-business matchmaking, especially for the international guests, during or post-event, it will coordinate these special opportunities with ICF in advance so that ICF can effectively help to promote it as an incentive to attract international delegates to attend.

The Organizer will retain all revenues generated by the Conference and pay all its costs. The Organizer will ensure that the Conference meets ICF's objectives for quality, efficiency, and attendee satisfaction and that it adheres to ICF's standards for the representation of its brands.

3.b. ICF Responsibilities

ICF will support the production of the Conference through the following actions:

- Consulting and offering guidance to the Organizer in the development of the Conference program and content, which will mix region-specific and international perspectives, including the recommendation of speakers from the ICF network of global cities, institutes, and national organizations.
- Production and distribution of email broadcasts, social media, and public relations
 marketing the Conference and the Organizer's role in its production and the Top7
 announcement. All such activities will be conducted in close cooperation with the



Organizer. ICF does not guarantee a specific number of delegates from its network but will make every attempt to attract attendees and delegations from its global network.

- Pre-event site visit and event meeting by ICF's Executive Director.
- Regular calls with the Organizer to review progress and reach decisions on relevant actions.
- In-person leadership by its ICF co-founders and/or executives at the Conference, subject to the requirements of the Organizer.
- Selection and presentation of the Top7 Intelligent Communities of the Year.
- Should the Organizer develop any tours, site visits, matchmaking, or other incentives to attract attendees and delegations from among ICF's global network, ICF will promote these incentives to the best of its ability.
- Should tours and site visits be organized during or post-event, ICF will ensure that at least one of its co-founders or executives will be in attendance.
- Production and dissemination of suitable communications to promote the 2025 Intelligent Community Top7 Conference and Announcement hosted by the Organizer.
- ICF will showcase a video that the Organizer provides on our website and through announcements that helps to attract attendees to come to the Conference. It should showcase what the attendee will experience when in Las Rozas and provide details outlining the program at the conference. Preferably the production could be developed in 2024 to be shown at this year's ICF Global Summit event in Barcelona on 4 November.
- Other ideas to promote the event in Las Rozas will be mutually developed between ICF and Las Rozas staff.

5. Licensing Fee and Related Costs

The Organizer will pay ICF a one-time licensing fee for hosting the Conference in the amount of €13821 (Approximately US\$15000). The fee will be payable due 30 days after signing this agreement.

6. Conditions

a. The Organizer and ICF will each have the right to terminate this MOU by the close of business EST on August 31, 2024. In case it is ICF who terminates this MOU, the licensing fee will be reimbursed to the Organizer.



- b. The Organizer agrees to provide information on Conference logistics, marketing, and branding with ICF in a timely manner as the event develops. ICF reserves the right to require reasonable changes to Conference logistics, marketing, and branding to preserve ICF's brand identity and the quality of the award program.
- c. The Organizer and ICF will each identify key points of contact within their organizations who will serve as Conference leads.
- d. The Organizer shall defend, indemnify and hold harmless ICF against any and all loss, damage, claim or liability whatsoever due to bodily injury or death or damage to property of others arising directly or indirectly out of the exercise by the Organizer of the privilege to hold the Conference or arising out of any other act or omission of the Organizer, its employees or agents.

Approved:

Jaime Santamarta Martínez, Concejal de Medioambiente y Servicios a la Ciudad Ayuntamiento de Las Rozas de Madrid

Matthew Owen, Executive Director Intelligent Community Forum

