

**COLLABORATION FRAMEWORK AGREEMENT BY AND BETWEEN  
THE UNIVERSITY OF MALAGA, ANDALUSIAN TECHNOLOGY PARK  
AND  
ITRS (Spain) S.L.**

This agreement is made and entered into on this day, 25 March 2015

**BY AND BETWEEN**

**ON THE ONE HAND**, the Most Excellent Ms Adelaida de la Calle Martín, Rector Magnificus of the University of Malaga, with Tax Identification Code Q-2918001-E and with registered address at Plaza de El Ejido s/n, 29071 Malaga, acting herein for and on behalf of the said institution, pursuant to the powers granted to her by virtue of her position.

**ON THE OTHER HAND**, Mr. José Luis Ruiz Espejo, president of Andalusian Technological Park, with Tax Identification Code A-29429990 and registered address at C/ .Marie Curie,35 , 29590 Campanillas , Malaga, Spain, acting herein for and on behalf of the aforesaid entity, pursuant to the powers granted to him by virtue of his position.

**AND, ON THE OTHER HAND**, Mr. Guy Warren, Chief Executive Officer from ITRS (Spain) S.L., with Tax Identification Code Y3862963-N and registered address at Parque Tecnológico de Andalucía, Complejo I+D 6, Edificio Norte, Oficina N 1-2, C/Severo Ochoa 21, postcode 29590 city Campanillas, Malaga, acting herein for and on behalf of the aforesaid entity, pursuant to the powers granted to him by virtue of his/her position.

Three parties acknowledge their legal capacity sufficient to enter into this document.

## RECITALS

**FIRST.-** Whereas the Law on the Science, Technology and Innovation of 1 June 2011 and Organic Law of Universities of 21 December 2001 make a reference framework for the promotion of collaboration of public research organisations and public and private entities.

**SECOND.-** Whereas the University of Malaga is a public law institution in charge of higher education public service, which carries out teaching, study and research activities, within the scope of its powers, and intends to collaborate with other public and private entities for the promotion of the aforesaid activities.

**THIRD.-**The University of Malaga, together with the University of Seville, has launched the International Campus of Excellence Andalucia-TECH project, with the aim of promoting a common space to encourage excellence in teaching and quality of research. Both universities, according to Strategic Plan of Andalucia-TECH project, wish to create relationship between University, Industries and Enterprises to improve innovative education and create new academic programs.

**FOURTH.-**According to this, University of Malaga has a Higher Technical School of Computer Engineering which are interested in establishing communication and collaboration links between this School -by means of its research groups, its classrooms and laboratories, its researchers and students, among others-, Industries and Enterprises.

**FIFTH.-** Whereas Andalusian Technology Park aims to promote and coordinate collaboration between the Park's tenant companies and the University of Malaga and, in particular with its laboratories, R&D groups, researchers and students as well as to foster collaboration programmes between companies located at PTA and the University of Malaga.

To this aim, Andalusian Technology Park has developed the project so-called the "Green Ray" at the University of Malaga Campus, particularly devoted to global entrepreneurs, as well as several cooperation programmes and a portfolio of services to be provided by the University of Malaga to the Technology Park's tenant companies.

**SIXTH.-** Whereas ITRS (Spain) S.L. is an entity developing software for data collection, real time (and historic) data analysis, and visualisation which intends to collaborate with the University of Malaga in order to carry out mutually beneficial research, jointly funded scholarships / educational programmes and/or other projects related to ITRS's business activity.

In consideration of the above, the University of Malaga, Andalusian Technology Park and ITRS (Spain) S.L. have agreed to enter into this framework collaboration agreement which shall be governed by the following.

## **CLAUSES**

### **FIRST.- Subject matter of the collaboration agreement**

The University of Malaga, Andalusian Technology Park and ITRS (Spain) S.L. execute this agreement for the achievement of common aims and the performance of activities which shall entail mutual benefits and for the achievement of their respective aims, especially related to research, development, innovation and training, in particular in the fields of Real Time Systems, Data Integration and Analytics, Big Data Analytics, Machine Learning, Computational Intelligence and other Advanced Technology including the Internet of Things.

### **SECOND.- Scope of application**

The specific collaboration to be implemented under this framework agreement shall be carried out by signing specific agreements or contracts that may be executed, under the conditions set forth for each case, apart from Andalusian Technology Park and the University of Malaga, the centres and higher schools –specially the Higher Technical School of Computer Engineering-, the departments, university research institutes, research groups, professors and services of the University of Malaga, pursuant to article 83 of Organic Law of Universities, in articles 155, 156 and 157 of the Bylaws of the University of Malaga and the rules of the University of Malaga for hiring scientific, technical or artistic work.

In the event of any conflict between this framework agreement, or the rules referred to by it, and the terms of any specific agreements between the parties, the terms of such specific agreement shall prevail.

Nothing in this framework agreement shall confer any liability of any nature on either party or obligate the parties to enter into any legally binding agreement, contract or arrangement with each other and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this framework agreement at any time.

### **THIRD.- Forms of collaboration**

- A)** Performance of joint projects and programmes for research, development and innovation and training in the departments, university institutes and research centres of the University of Malaga and at the premises of ITRS (Spain) S.L. or the Andalusian Technological Park.
- B)** Provision of technical services and scientific advice in matters related to the activities of both entities.
- C)** Cooperation in training programmes for research and technical staff, employees and students (professional training programme for students at companies), as well as incorporation of researchers in companies.
- D)** Organisation of common activities related to the social promotion of research, technological development, innovation and new technologies.
- E)** Joint organisation of scientific, technical and training courses, seminars, conferences and sessions.
- F)** Exchange of information and documentation on the activities and matters carried out by both institutions, always respecting the interests of third parties, and acting pursuant to the provisions set forth in current legislation.
- G)** Exchange of staff for a fixed time, when it is thus required by the kind of work.

- H) Common use of equipment and technical and instrumental resources of both parties for the performance of activities required in projects of mutual interest and, if necessary for the performance of these activities, acquisition of equipment and resources, according to the regime set forth in the specific agreements or contracts derived from this framework agreement.
- I) Any other activity for the mutual interest of the parties hereto, within the availability of the parties and the activities included in the subject matter of this framework agreement.

#### **FOURTH.- Content of the specific agreements**

Each project and/or programme within the framework of this agreement shall be subject to a specific agreement or contract, in relation to the drafting, negotiation and execution, costs and fees shall be agreed in each specific agreement or contracts, and which shall contain, among others and according to their nature, the following aspects:

- A) Name of the project and/or programme
- B) Name of the departments, university institutes, research groups, professors or services of the University of Malaga, which will be in charge of the project or programme
- C) Definition of the aims sought.
- D) Description of the work plan which shall include the phases thereof, planning of activities and schedule for development.
- E) Total budget and material and human resources required for the project or programme, specifying the contributions made by each entity, the schedule for the contributions and, if appropriate, the ownership of the material resources acquired or built within the framework of the specific agreement or contract.

- F) Those related to the confidentiality and publication of the findings, regulation of the intellectual and industrial property of the findings derived from the performance of the project or programme and conditions of exploitation thereof, as well as the acknowledgement of the moral rights of the researchers to appear as authors or inventors.
- G) Rules for the coordination, performance and follow-up of the project.
- H) Names of the people in charge of the agreement from each party.
- I) Responsibility of scientific-technical performances realized in the framework of the new specific agreement or contract.

#### **FIFTH.- Operating rules**

- A) Any collaboration derived from this framework agreement shall be subject to the [rules of the University of Malaga, Andalusian Technology Park and ITRS (Spain) S.L., in the manner established in the specific agreements or contracts, taking into account the nature of the collaboration and units or centres where the work is performed.
- B) The parties may choose to collaborate to procure financing from national and international authorities for the development of projects and programmes that may require it where it is mutually beneficial to do so.

#### **SIXTH.- Creation of a Joint Commission**

To facilitate the drafting of the specific agreements and their follow-up and performance, a Joint Commission may be created.

The Joint Commission shall determine its internal operating rules and shall meet when it is thus required by either party and, in any case, at least twice a year.

## **SEVENTH.- Functions of the Joint Commission**

The Joint Commission shall represent by delegation of the governing bodies of both entities and, among others, it shall have the following functions:

- A)** Propose the lines of collaboration in projects and programmes for research, development and innovation, as well as training for their common interest.
- B)** Prepare the specific agreements for the fulfilment of this framework agreement on selected matters within the forms of collaboration set forth in the third clause.
- C)** Study and decide proposed specific agreements and other agreements between the parties submitted by units dependent on both entities.
- D)** Submit the drafted proposals to the competent bodies of both parties.
- E)** Clarify and decide any doubts that may be raised in the interpretation and fulfilment of the specific agreements or other agreements between the parties.
- F)** Follow up the executed specific agreements.

## **EIGHTH.- Equipments**

The capital goods contributed by a party in a common research project shall always be owned by that party. The ownership and maintenance of real property and equipment acquired or built within the framework of a common project, as well as intangible goods (intellectual and industrial property) shall be determined according to the applicable legal and regulatory provisions and as determined, in each case, in the relevant specific agreement or contract. In the event of any conflict between the applicable legal and regulatory provisions and the terms of the specific agreement between the parties, the terms of the specific agreement shall prevail to the full extent permissible by law.

**NINTH.- Entry into force and duration**

This framework agreement shall come into force upon its execution and it shall initially remain valid for one year. After the initial period, should it not be terminated by either party, the agreement shall be extended for annual terms, unless either party notifies its intention to terminate to the other party, three months in advance to the relevant expiration. In any case, upon the termination of this agreement, the specific agreements shall remain valid until the full performance or termination of the relevant collaboration project or programme.

**TENTH.- Litigation**

The parties undertake to amicably resolve any disagreement that may occur in the development of this agreement. In case of dispute as to the interpretation and performance of this agreement, only the courts of Malaga shall be competent and both parties expressly waive any other jurisdiction that may apply thereto.

In witness whereof the parties sign this framework agreement in two copies, in the place and on the date first above written.

FOR UNIVERSITY OF  
MALAGA

FOR ANDALUSIAN  
TECHNOLOGY PARK

FOR ITRS (Spain) S.L.


  
 Adelaida De La Calle  
 Marín

  
 José Luis Ruiz Espinosa



Signature authorization:  
Antonio J. Vallecillo Moreno

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