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**MEMORANDUM OF UNDERSTANDING ON COOPERATION  
BETWEEN  
PARQUE TECNOLÓGICO DE ANDALUCIA S.A,  
AND DESMOR, INNOVATION BUSINESS CENTER OF RIO  
MAIOR,**

**WHEREAS**, PARQUE TECNOLÓGICO DE ANDALUCÍA S.A which VAT number is A-29429990 located in C/ Marie Curie 35, postal code 29590 Campanillas Málaga, Spain, represented by Mr. Jose Luis Ruiz Espejo as President,

and

**DESMOR, MUNICIPAL COMPANY, SA.**, which VAT number is 504748114 located in Pá Ribeira, 2040-227 Rio Maior, Portugal, represented by Mr João António Lopes Candoso as Administrator,

are mutually interested in furthering cooperation and partnership in research and technological development contributing common benefits not only for Andalusia but also for Spain and Portugal under a global perspective.

**THEREFORE**, Parque Tecnológico de Andalucía S.A and Innovation Business Center of Rio Maior, hereinafter referred to as "Parties" do hereby agree as follows:

**Article 1  
Purpose**

This Memorandum of Understanding (hereinafter referred to as "MOU") is to promote cooperation and partnership between the Parties with a view to contributing to the advancement of scientific research and technological development in various fields.

**Article 2  
Procedures to Formalize the Cooperation**

The Parties shall coordinate and finalize a separate agreement in order to implement the cooperation for the common interests. The detailed terms and conditions for specific cooperation activities will be defined and agreed upon in a separate agreement on a case by case basis. Miscellaneous areas will be implemented by a respective party's rules and regulations.

**Article 3  
Areas of Potential Future Cooperation**

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The Parties shall focus on exchanges of technical and operational support, information, and discussions for the following areas of potential future cooperation:

1. Biotechnology
2. Communications and Mobility
3. Energy and Environment
4. Transport and Spatial Development
5. Tourism and Territorial Development
6. Technical and Operational support
7. Any mutual interested areas
8. Sports

3.1 The Parties shall focus on collaborating above areas of potential future cooperation for the mutual benefits.

3.2 Research cooperation between the Parties shall be carried out in areas of mutual interest and on the basis of the specific research projects executed by each Party.

3.3 The Parties shall promote and coordinate collaboration between each Party's companies and laboratories in developing new technologies, producing products, as well as cooperating for exhibition and public relations purpose.

3.4 The Parties shall, in particular, promote the establishment of each Party's tenant companies in their respective locations and facilities, providing companies services such as soft-landing and any other services to facilitate the establishment and setting-up of businesses in each Party's locations.

3.5 The Parties shall in particular, promote the following activities of mutual interest:

- Organization of trade missions with business delegation
- Participation in international events of common interest
- Other transfer technology activities

3.5 The Parties shall be cooperative in implementation of the other cooperative projects.

#### **Article 4**

##### **Industrial Property Rights and Patents**

The issues of intellectual and industrial property rights, including the taking or grant of any patents, shall be in accordance with the terms and conditions of specific implementation agreements relating to specific projects.

#### **Article 5**

##### **Financial Conditions**

The Parties will be responsible for the costs of their respective activities in the implementation of the cooperative projects and programs developed under this MOU, subject to the availability of funds assigned for such activities. Where appropriate, financial arrangements relating to the implementation of a cooperation project may be included in the corresponding implementation agreements, as referred to as in Article 2.

#### **Article 6**

##### **Exchange Information and Personnel**

Parque Tecnológico de Andalucía S.A and Innovation Business Center of Rio Maior. shall keep each other informed generally of their respective programs and the progress made in their implementation. The Parties shall, on a best effort basis, facilitate the exchange of scientific and technical personnel required for the implementation of the present MOU.

#### **Article 7**

##### **Disputes Resolution**

Any disputes arising out of interpretation of this MOU shall be resolved by means of negotiations between the Parties or by any other means defined by the Parties.

#### **Article 8**

##### **Amendments**

This MOU may be amended by mutual written agreement of the Parties.

#### **Article 9**

##### **Entry into Force, Duration and Termination**

This MOU shall enter into force on the day of signature by the authorized representatives of both Parties. This MOU shall remain in force for an initial period of two years. During this

initial two years period, either Party may terminate this MOU before its nominal expiration date upon its six months prior written notice to the other Party.

If this MOU is still in force after the initial two years period, this MOU shall be automatically renewed annually under the same terms and conditions for additional two years, unless written notice to the contrary is given by either Party to the other Party at least six months prior to the expiration of the current period.

## Article 10

### Personal Data Processing

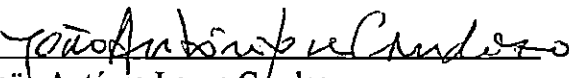
Both parties assume the obligations contained in their national laws respectively which approves the regulations that develop it.

If necessary during the performance of the hereby contract, the intervening parties would need to disclose any personal data to the other party, such disclosure shall be made under the provisions of article 12 of the Data Protection Act.

In that sense, these entities only will treat the personal data contained in the file, in accordance with their instructions, and will not be applied or used for other purposes and will not be disclosed, even for its conservation, to other persons or entities.

IN WITNESS WHEREOF, Parque Tecnológico de Andalucía S.A and Innovation Business Center of Rio Maior have caused their duly authorized representatives to execute two originals of this MOU in the English language.

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Jose Luis Ruiz Espejo  
President  
Parque Tecnológico de Andalucía S.A

  
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João António Lopes Candoso  
General Administrator  
Desmor EM.S.A.

Signed in Málaga, 11<sup>th</sup> February 2015

