



**FRAMEWORK AGREEMENT BETWEEN
INSTITUTO DE ASTROFÍSICA DE CANARIAS AND
[ENTERPRISE]
IN THE TECHNOLOGICAL-ENTREPRENEURSHIP PLATFORM
IACTEC**

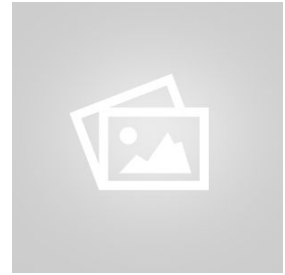
In San Cristóbal de la Laguna, of of

BACKGROUND

On the one hand, the INSTITUTO DE ASTROFÍSICA DE CANARIAS (hereinafter, IAC), with registered office at Via Láctea, s / n, 38201 San Cristóbal de La Laguna (Santa Cruz de Tenerife), CIF Q3811001A, and in his representation, Rafael Rebolo López, as Director.

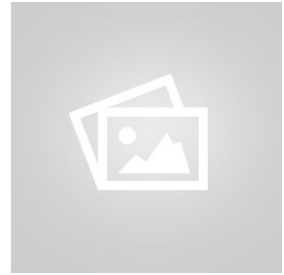
And, on the other hand, _____ (hereinafter, COMPANY),
with _____ registered _____ office _____ at
_____, provided with NIF
_____, represented by _____, with NIF
_____, as _____.

The parties mutually recognize the legal capacity sufficient to formalize this agreement and for this purpose



RECITALS

1. That the IAC is a Public Research Organization of Spain legally configured as a Public Consortium and integrated by the General State Administration, the Public Administration of the Autonomous Community of Canary Islands, the University of La Laguna and the Superior Council of Scientific Research (CSIC).
2. That the IAC is an institution endowed with legal personality and full capacity, whose purpose is to carry out and promote any type of astrophysical research or related to it, as well as to develop and transfer technology; disseminate astronomical knowledge and collaborate with specialized university teaching in astronomy and astrophysics and train scientific and technical personnel in all fields related to astrophysics; administer the existing centers, observatories and facilities and those that in the future are created or incorporated into its administration, as well as the dependencies at their service; and foster relations with the national and international scientific community.
3. That with the intention of supporting greater collaboration with the industrial technology sector, and in the field of its competence and technological interests, the IAC has promoted the creation of a public-private collaboration space called IACTEC, which pursues the ultimate goal of creating of quality employment and the generation of technological products with high added value and high commercialization potential, both nationally and internationally. IACTEC is a key strategic instrument of this research center, for the development of talent and a dynamic and innovative productive fabric, both in the Canary Islands and in the rest of the national territory.
4. That in the scope of IACTEC, and for a better fulfillment of its purposes, the IAC is interested in establishing collaboration agreements with other public and private agents of the Spanish System of Science, Technology and Innovation. In particular, with industrial organizations with which to share knowledge, relationships and complementary activities in the field of research and technological development associated with advanced scientific instrumentation, of interest for astrophysics and related disciplines.
5. That _____ the _____ COMPANY



[REDACTED]

6. That the COMPANY has the same interest as the IAC for sharing knowledge and complementary activities in the field of research and technological development associated with advanced scientific instrumentation.
7. That the COMPANY declares to comply with its fiscal obligations and to be in line with the commitments of the IAC with regard to social responsibility.
8. That the COMPANY has developed projects of special relevance for the collaboration proposed here with the IAC, such as the following:

- [REDACTED]

- [REDACTED]

- [REDACTED]

9. That, on the basis of the foregoing, an opportunity for collaboration between the parties is opened, for which reason, it is considered appropriate to sign an agreement that allows establishing the bases and conditions of such collaboration, and that will be governed by the following



CLAUSES

First .- Purpose of the framework agreement

This agreement enables the collaboration, in a coordinated manner, between the IAC and the COMPANY with personnel, material and economic means available to them, for the development of activities related to research and technological development, in the field of advanced scientific instrumentation, under the public-private collaboration platform, IACTEC.

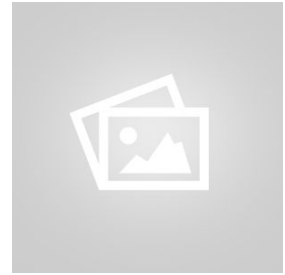
Second.- Collaboration modalities

The actions that may be carried out as a result of this Framework Collaboration Agreement must be framed under one of the following lines of work:

- a) Cooperation in specific projects or programs of scientific research and technological development (R+D+i), related to the purposes of the IAC.
- b) Joint participation in public or private calls for R+D+i.
- c) Technological advice within the framework of specific R+D+i projects related to the purposes of the IAC.
- d) Cooperation in structured joint training programs.
- e) Cooperation in technology diffusion and innovation programs.
- f) Technology transfer.

Third.- Specific agreements

When the nature of the collaborative activities to be undertaken so require, the corresponding Specific Agreements shall be established, which shall include, in each case, the characteristics of the activities to be developed, the specific objectives to be achieved, and the mechanism and means that the parties will make available. In any case, and as stipulated by Spanish Law 40/2015, of 1 October, on the Legal Regime of the Spanish Public Sector, the Agreements must include, at least, the following matters:



- a) The persons that sign the agreement and the legal capacity with which each of the parties acts.
- b) The competence on which the performance of the IAC is based.
- c) Subject of the agreement and actions to be carried out by each subject for compliance, indicating, where appropriate, the ownership of the results obtained.
- d) Obligations and economic commitments assumed by each of the parties, if any, indicating their temporary distribution by annuities and their specific allocation to the corresponding budget in accordance with the provisions of budget legislation.
- e) Consequences applicable in case of breach of the obligations and commitments assumed by each of the parties and, where appropriate, the criteria to determine the possible compensation for the breach.
- f) Mechanisms for monitoring, monitoring and controlling the execution of the agreement and the commitments acquired by the signatories. This mechanism will resolve the problems of interpretation and compliance that may arise with respect to the agreements.
- g) The regime of modification of the agreement. In the absence of express regulation the modification of the content of the agreement will require unanimous agreement of the signatories.
- h) Term of validity of the Agreement.

Fourth.- Economic Regime

The formalization of this Framework Agreement does not entail any expense, without prejudice to the expense that in each case could imply its development through the specific agreements provided for in the Third Clause. In that case, those expenses will be determined at the time by means of the corresponding agreement.



Fifth.- Intellectual, Industrial and Innovation Property

Both parties undertake to respect the rights of Intellectual, Industrial and Innovation Property in accordance with the provisions of each specific agreement that is formalized, as well as the provisions of current legislation.

Sixth.- Protection of personal data

The Parties undertake to process personal data to which they may have access for the purpose indicated in this Agreement, in accordance with the provisions of Spanish Organic Law 15/1999, of December 13, Protection of Personal Data (LOPD) and Royal Decree 1720/2007, of December 21, which approves the Regulations for the development of Spanish Organic Law 15/1999, of December 13, on the protection of personal data, no longer use them for purposes other than those foreseen in this Agreement and those foreseen in each specific complementary agreement of application, and not to disseminate them or assign them to third parties.

Regarding the transfer of personal data that may take place in the course of the execution of this Agreement, it will be subject to the provisions of articles 11.2 c) of the LOPD and 10.4 a) of the Regulations for the development of the LOPD, both parties agreeing in its fulfillment.

Seventh.- Development and Monitoring Committee

For the formulation of specific actions that could be agreed upon by the developing parties of this Framework Agreement, a Commission for the development and monitoring thereof is established, consisting of one member representing each of the parties with the support and advice of the personnel of the COMPANY and the IAC that is necessary.

On the part of the IAC:

- Dr. Antonio Maudes Gutiérrez (Senior Advisor - Responsible for Economic and Legal Affairs - IACTEC).



On the part of the COMPANY:

- _____ (cargo).

The Development and Monitoring Committee will ensure compliance with the agreements adopted and will resolve, where appropriate, any questions of interpretation that may arise in the execution and development of the Framework Agreement. It will meet, at least, twice a year, and may be by telematic means, as long as states constancy of these meetings. Likewise, it must prepare an annual report summarizing its actions.

Different authorized contact persons may be specified in the specific agreements of this framework agreement. In this case, the contact points of the specific agreements must inform and coordinate internally in the IAC and in the COMPANY, with the respective partners authorized in this framework agreement.

Eighth. Visibility of the agreement and promotional activities.

The IAC and the COMPANY may cite the existence of this collaboration agreement for their respective promotional and commercial activities.

Neither the present agreement nor the possible specific agreements derived therefrom presuppose any advantage to the COMPANY in current or future contracting procedures in which the IAC is the contracting authority.

The Spanish Law 19/2013, of December 9, on Transparency, Access to Public Information and Good Governance, and Spanish Law 40/2015, of October 1, on the Legal Regime of the Public Sector, oblige the IAC to publish the list of the agreements signed, with mention of the signing parties, their purpose, commitments, duration, modifications and economic conditions.

In addition to what is contemplated by said regulations, the wording of the framework agreement and the specific agreements that may derive from this framework agreement will be published voluntarily and in full by the IAC with



respect, where appropriate, for confidential information that may be agreed or derived from them.

Likewise, the IAC reserves the right to formalize agreements for the development of activities or projects of a similar nature in its facilities or outside of them, thus not giving any exclusivity to the COMPANY.

Novena. Modification.

This agreement is subject to modification at the express will of both parties.

Tenth. Resolution.

The reason for the resolution of this agreement is the breach of any of the commitments and obligations established in the clauses of this agreement, as well as the occurrence of serious irregularities in the execution thereof.

Eleventh. Validity of the Framework Agreement.

The present collaboration agreement is valid from the moment of its signature and will have a duration of one year, extendable prior written agreement of the parties and before the end of it, for an additional period of another year.

Notwithstanding the foregoing, any of the signatory parties may terminate it by giving notice to the other party in a reliable manner three months in advance.

The specific activities already approved that are in the process of being carried out or committed to third parties will link the parties until their completion.

Twelfth. Conflict resolution.

The parties undertake to resolve amicably any disagreement that may arise in the development of this agreement. In the event that a friendly solution is not possible, and legal litigation is appropriate, both parties agree to submit to the courts of Santa Cruz de Tenerife.



And in proof of compliance, both Parties sign this Collaboration Agreement in duplicate copy, and to a single effect, in the place and date indicated in the heading.

By the IAC
Rafael Rebolo López
Director

By the COMPANY
(RESPONSIBLE COMPANY)
(POST COMPANY)