



AGREEMENT BETWEEN INSTITUTO DE ASTROFÍSICA DE CANARIAS Y [COMPANY] FOR "[PROJECT NAME]" IN THE TECHNOLOGY AND BUSINESS COLLABORATION AREA: IACTEC

In San Cristóbal de la Laguna, to ... of of

BACKGROUND

On the one hand, the INSTITUTO DE ASTROFÍSICA DE CANARIAS (hereinafter, IAC), with registered office in street Vía Láctea, s / n, 38201 San Cristóbal of the Lagoon (Santa Cruz de Tenerife), CIF Q3811001A, and in his representation, Rafael Rebolo Lopez, in the capacity of Director.

And, on the other hand, _____ (hereinafter, the Company), with registered office at _____, provided with NIF _____, represented by _____, with NIF/CIF/IDENTIFICATION _____, acting as proxy.

The parties mutually recognize the sufficient legal capacity to grant and sign this specific Agreement.

RECITALS

1. That the IAC and the Company signed on the [date] a Framework Collaboration Agreement in order to jointly develop scientific activities related to research and technological development and activities of training cooperation, pooling of experts and the use and channeling of technology to third parties. The Third Clause of the aforementioned Framework Agreement indicates that this will be developed in its specific aspects through specific agreements, which will include the activities planned, the calendar thereof, as well as other aspects that are considered relevant.
2. That, as stated in Recital 2 of said Agreement, the IAC is an institution 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 within the actions of the IAC during 2018, priority is given to carrying out actions aimed at collaborating with companies in the field of technology transfer and development. In particular within the public-private collaboration project IACTEC.
4. That, as indicated in Recital 5 of said Agreement, the Company [list of actions or experience of the company that are of interest for the collaboration with IAC and that are detailed in the Framework Agreement]
5. That, in accordance with what has been stated, both parties share a common interest in developing industrial cooperation programs that provide knowledge, relationships and complementary activities in the field of research and industrial activity associated with large scientific facilities and more specifically in the field of astronomy and activities related, considering that the actions that are promoted must meet the highest requirements of quality and excellence.
6. To this end, the parties sign this Agreement in order to develop, in mutual cooperation, a program of scientific and technological collaboration for the development of RDI projects, with the scope detailed in the following



CLAUSES

First. Purpose of the Agreement

This Agreement is to enable collaboration between the signatory parties for the development of the activities that make up the project ["Name of the project"], which is described in the following clause.

Second. Activities of the project and actions to be carried out

The project consists of the following specific activities that will be developed during the term of this Agreement:

1. Activity 1.
2. Activity 2.
3. Activity 3.
4. Activity 4.

Third. Work Plan

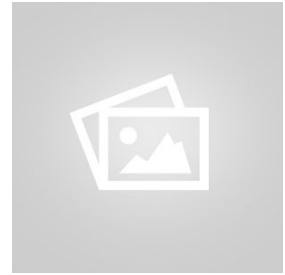
The cooperation will be developed according to the temporary availability and human resources of the IAC and the Company, without any other chronological restriction than the duration of this specific agreement.

Fourth. Commitments of the Parties

The Company will assume the following commitments:

1. [commitment 1].
2. [commitment 2]
3. [commitment 3].
4. [commitment 4]
5. ...

The IAC is committed to:



1. Select and propose specific projects in the areas of cooperation that are of interest to the IAC and the Company.
2. Cooperate with technical, instrumental and personal support of the IAC to the good end of the project.
3. Analyze the models and analysis files provided suggesting, if applicable, possible variations or improvements.
4. Facilitate the general coordination, as well as carry out the communications with the Company necessary to facilitate the good development of the project in the future
5. Facilitate administrative support, referring to the follow-up of the specific agreement.
6. Issue the Final Summary Document (hereinafter, DR) of the Agreement, based on the Company's proposal.
7. Carry out the quality control that is deemed appropriate to ensure the quality of the Agreement.

Fifth. Obligations and economic commitments

The formalization of this Agreement does not entail any budgetary or monetary obligation between the Parties.

Sixth. Results and dissemination of the same.

a) Results of the cooperation

For the purposes of the provisions of this specific agreement, all information, documentation, knowledge of a technical or scientific nature, technologies, equipment or materials, will be considered as "Results". know-how, working methods, data, statistics or similar, developed or obtained in the framework of this cooperation, whether or not protected by any title of industrial property, intellectual property or business secret.

b) Dissemination of the Results

IAC and the Company may use the Results, in part or in full, for publication or dissemination by any means.



In all dissemination of the Results, IAC and the Company must recognize and record the participation of all the scientific or technical personnel that has intervened, indicating their affiliation to the IAC or the Company, as appropriate and, if applicable, that have been obtained using the facilities of the IAC.

The materials to be published must be submitted to the usual internal control systems of the IAC and the Company to guarantee their scientific quality.

Any dissemination of the Results that the Company wishes to carry out in which the IAC or its investigators are mentioned must be sent in accordance with sufficient notice, in the opinion of the IAC, even after the termination of this Agreement. The same procedure will be applied to the dissemination of the Results by the IAC in which the Company or its researchers are mentioned.

Seventh.- Intellectual Property, Industrial and Innovation Rights

As established in the Fifth Clause of the Framework Agreement, both parties undertake to respect the rights in the area of Intellectual, Industrial and Innovation Property, in accordance with the provisions of this Agreement, as well as the provisions of current legislation.

When applicable, the Industrial Property, Intellectual Property and Innovation of the Results shall correspond to both parties.

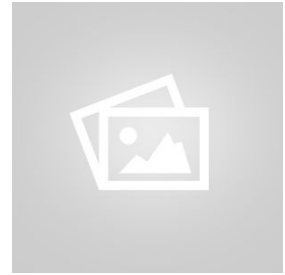
The IAC and the Company grant each other non-exclusive and non-transferable license to use said results. Beyond this use, the parties must ask for written consent to the other during the duration of the agreement and, where appropriate, collaborate on the most effective way to manage and monetize said property.

When the acquired knowledge is susceptible of commercial or industrial application, the parties will collaborate for its protection.

In the absence of such protection or declaration of "Confidential Information", the new knowledge generated in the Results may be disclosed by the Parties as of 45 days after the termination of the specific Agreement.

Eighth.- Confidentiality

The scientific, technical or commercial information provided by the Parties in the development of this Agreement will be considered as "Confidential Information". The Parties undertake not to divulge to third parties the confidential information of the other



Party to which they may have had access in the development and execution of this Agreement.

Likewise, the Results will be considered as Confidential Information during the duration of the Agreement. The parties must establish explicitly, in the PRD and in the DR, which information maintains the Confidential consideration once the validity of the Agreement ends and 45 days later.

Regardless of what is indicated in the previous paragraph, the obligation of confidentiality will not be applicable in the cases determined by the regulations and jurisprudence.

The obligation of confidentiality regulated in this section in no case can be understood as limiting the rights of exploitation and dissemination of the Results and the rights of application of the corresponding titles of Intellectual, Industrial or Innovation Property to which they may give rise.

The duty to keep secrecy and the obligations and duties of confidentiality established in this clause, shall remain in force indefinitely, beyond the duration of this Agreement, while confidential information remains confidential and secret.

Ninth.- Protection of personal data

As it is established in clause Six of the Framework Agreement, the Parties undertake to process the personal data to which they may have access in this Agreement, in accordance with the provisions of Organic Law 15 / 1999, of December 13, Protection of Personal Data and Royal Decree 1720/2007, of December 21, which approves the Regulations for the development of Organic Law 15/1999, of December 13, for the protection of personal data, and not to 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 or transfer them to third parties.

Regarding the transfer of personal data that may take place in the course of the execution of this Agreement, the provisions of articles 11.2 c) of the LOPD and 10.4 a) of the LOPD Development Regulations will apply.

Consequently, the Parties may not assign, communicate, copy and / or distribute them to other persons or entities, or for their conservation, without the prior written authorization of the corresponding party.



Tenth.- Follow-up Commission

To facilitate the development of the activities included in this specific Agreement, the IAC and the Company designate the following persons as the authorized interlocutors in the Monitoring Committee responsible for monitoring and controlling the execution of this agreement. and of the commitments acquired, being able to resolve the problems of interpretation and compliance that may arise with respect to it:

As indicated in the Seventh Clause of the Framework Agreement, different authorized persons may be specified in the specific Development Agreements. 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 the Framework Agreement.

On the part of the IAC:

- _____ (charge).

On behalf of the Company:

- _____ (position)

Eleventh. Visibility of the agreement and promotional activities.

The IAC and the Company may cite the existence of this Agreement for their respective promotional and commercial activities.

Law 19/2013, of December 9, on Transparency, Access to Public Information and Good Governance, and 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 and how much of present or future application the IAC must submit to, this Agreement will be published voluntarily and in full by the IAC.

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.



Twelfth. Modification

The Parties may modify this Agreement at any time in writing and by mutual agreement, including the possibility of extending its purpose.

Thirteenth. Duration

This Agreement will enter into force and become effective once it is registered in the Spanish Register and published in the *Boletín Oficial del Estado* (BOE). This Agreement will have a duration of 1 year, with the possibility of extending it for a further year, if the Parties deem it convenient, without prejudice to the duration of the intellectual and / or industrial property rights of the parties. Results that could be generated in favor of the parties and the confidentiality obligations established in clause five.

Upon the termination of this Agreement, whatever may be the cause that originated it, each of the Parties undertakes to return to the other, within a term not exceeding fifteen (15) calendar days, all documentation relating to said Party that was in his possession.

It is noted that, in order to extend this Agreement, the Framework Agreement that covers it must be in force.

Fourteenth. Termination of the Agreement and breach of obligations by the parties.

The Agreement is extinguished by the fulfillment of the actions that constitute its object or by incurring in cause of resolution.

Are causes of resolution:

- a) The expiration of the term of validity of the Agreement without having agreed to the extension thereof.
- b) The unanimous agreement of the signatories.
- c) Failure to comply with the obligations and commitments assumed by one of the signatories.

In this case, any of the parties may notify the non-performing party of a requirement to comply in a certain period with the obligations or commitments



that are considered unfulfilled. This requirement will be communicated to the person in charge of the monitoring, monitoring and control mechanism of the execution of the Agreement.

If after the period indicated in the request persists the breach, the party that addressed it will notify the other signatory party of the concurrence of the cause for resolution and the Agreement will be deemed resolved.

No financial compensation is established between the parties derived from this cause of resolution, therefore it is not necessary to establish additional criteria for this.

- d) By judicial decision declaring the nullity of the Agreement.
- e) For any other cause different from the previous ones foreseen in the Convention or in other laws.

Fifteenth. Resolution of conflicts.

The present agreement is subject to Spanish Law 40/2015, of October 1, on the Legal Regime of the Public Sector.

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

And in proof of conformity, both Parties sign this Agreement in duplicate copies, and for a single purpose, in the place and on the date indicated in the heading.

By the IAC
Rafael Rebolo López
Director

By [COMPANY]
[RESPONSIBLE COMPANY]
[POST COMPANY]