



ANNEX II: Establishing University – Company Classrooms Agreement Model
AGREEMENT OF COLABORATION BETWEEN UBOTICA TECNOLOGÍAS SPAIN S.L.
AND CASTILLA-LA MANCHA UNIVERSITY FOR THE ESTABLISHMENT OF THE
UBOTICA CLASS IN CASTILLA-LA MANCHA UNIVERSITY

In Ciudad Real on 21/12/2018

REPRESENTATIVES

On the part of Castilla – La Mancha University, Mr MIGUEL ÁNGEL COLLADO YURRITA, University Rector, hereby represents Castilla-La Mancha University (henceforth UCLM), by virtue of the authority granted by Decree Law 5/2016, on the 23/02/2016 (DOCM 26 February 2016) and whose address for this purpose is calle Altagracia, 50,13003 Ciudad Real, and N.I.F. Q1368009E.

On the other part, Mr John Bourke, on behalf of and representation of UBOTICA TECNOLOGÍAS SPAIN S.L. with TAX identification number B-88259726, in their capacity as individual representative of Ubotica Technologies, LTD. and sole director of Ubotica TECNOLOGÍAS SPAIN S.L., duly authorised by notarised deed before Notary of Ciudad Real Mr Luis Francisco Parra Pérez.

The aforementioned will act in legal presentation of the indicated institutions to the effect thereof.

DECLARE

ONE. Both parties agree to engage in mutual benefit activities as per this agreement.

TWO. The activities are related, broadly, to Artificial Intelligence.

THREE. Both parties consent to the signing of this Agreement according to the following:

CONDITIONS

One: This Agreement will form the basis in which the production and selection of ideas and projects that are to be developed in cooperation between the UCLM and UBOTICA TECNOLOGÍAS SPAIN S.L. in the aforementioned subjects or in new areas of cooperation.

Two: Based on the previous sections, the Universidad de Castilla-La Mancha will carry out the creation of the UBOTICA Classroom within the academic year 2018/19 with the activities being developed in the year 2019 reflected in Annex 1 of this agreement.

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Three: In order to be able to develop the activities of the Classroom, UBOTICA TECNOLOGÍAS SPAIN S.L. agrees to make an annual payment, to be paid during the period of duration of this agreement and always prior to the start of the activities to be developed, the amount of 10000 Euros, via bank transfer, into the Universidad de Castilla-La Mancha's account: IBAN ES50 0049 6591 1824 1600 6461, Banco Santander (Branch Av. Camilo José Cela, 14. 13005 Ciudad Real. Spain), SWIFT code BSCHEM33.

The amounts contributed by UBOTICA TECNOLOGÍAS SPAIN S.L. will be subject to the invoicing conditions established by tax system law, Law 49/2002, 23 December, for non-profit making entities and tax incentives so that such invoices be issued without VAT (Mecenazgo Law).

Four: An addendum to this agreement can be established for each proposed collaboration in which the applicable tax and economic system will be specified to the activity concerned. 21% of the total assigned amount will be subject to retention in order to compensate the UCLM for indirect costs that are incurred.

Addendums must contain at least the following aspects:

- Definition of the objectives that are to be pursued.
- Description of the work plan including the various stages and chronological development.
- Total budget and material and human resources that are required for the aforementioned programme.
- Rules for the coordination, implementation and monitoring of the project.
- Names of the people responsible for each part, that will be designated by mutual agreement and that will be responsible for the project's progress.

Five: The Classroom Director will be appointed by the University de Castilla-La Mancha Rector, and must hold the status of teaching staff within the UCLM.

Classroom management consists of the planning, progress follow-ups and the implementation of the activities as well as presenting an annual report to the current Vice-rector, providing an annual activity programme and the budget settlement, where appropriate.

Six: The UCLM undertakes to indicate the involvement of UBOTICA TECNOLOGÍAS SPAIN S.L. in all the activities carried out by means of this agreement, making explicit reference to the UBOTICA Classroom. Furthermore, both parties undertake to disclose the existence of the Cathedra activities.

Seven: This Agreement will come into force upon being signed and will be valid for one year, renewable for equal periods by tacit agreement between both parts.

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CAMPUS DE EXCELENCIA INTERNACIONAL

This Agreement may be terminated, through the established time frame as well as for breach of the clauses or by mutual agreement on the part of the signatory parties.

The specific activities to be developed annually within the framework of this agreement will be incorporated in the annex thereto.

Eight: Both parties can jointly agree to a partial redistribution of the financing contained in this agreement, in which case, it will be included in the corresponding annex.

Nine: This Agreement is of an administrative nature, classification and enforcement of any possible quarrel will be resolved, in the first instance by mutual agreement between the signatory parties and in the event of dispute by contentious-administrative jurisdiction, in accordance with established regulatory law procedure.

In witness thereof the Parties sign this Agreement, in triplicate, in the place and date stated.

On behalf of UBOTICA TECNOLOGÍAS SPAIN S.L.

On behalf of the University



Signed: John Bourke

Signed: Miguel Ángel Collado Yurrita

Director of Ubotica TECNOLOGÍAS SPAIN S.L.

Rector



ANNEX 1

The activities of the UBOTICA Classroom at UCLM during the year are:

Offer students grants or contracts for internships at UBOTICA TECNOLOGÍAS SPAIN.

On behalf of UBOTICA TECNOLOGÍAS SPAIN S.L.

On behalf of the University

Signed: John Bourke

Director of Ubotica TECNOLOGÍAS SPAIN S.L.



Signed: Miguel Ángel Collado Yurrita

Rector