



BUSINESS COLLABORATION AGREEMENT TO GENERAL INTEREST ACTIVITIES ENDORSED BY THE UNIVERSITY OF MALAGA AND MR. JOSÉ ANTONIO SIERRA LUMBRERAS (PATRONAGE)

Malaga, March 07, 2017

BY AND BETWEEN

- (1) The hon. Mr. José Ángel Narváez Bueno, University of Malaga rector pursuant to section 20 of the organic Law 6/2001, 21st of December, of universities, modified by organic Law 4/2007, 6th of April, as well as which section 34 of the Articles of Association of the University of Malaga states, approved by Decree 145/2003, of the Andalusian committee and education and science department, and pursuant to its designation published by Decree 507/2015, 15th of December (BOJA num. 244 of 18th of December), for and of behalf of the University of Malaga, with **CIF VAT NUMBER** Q2918001-E, domiciled at Campus El Ejido s/n, Pabellón del Gobierno, 29071, Malaga, and in accordance to the authority granted to the said Articles of Association of the University of Malaga.
- (2) Mr. JOSÉ ANTONIO Sierra Lumbreras, domiciled at Calle Pacífico N°47, portal I, 4ºA, 29004, Malaga, with ID 6441283H.

BOTH PARTIES ACKNOWLEDGING EACH OTHER'S LEGAL CAPACITY, THEY ENDORSE THE PRESENT DOCUMENT AN TO THAT EFFECT

THEY MANIFEST AND DECLARE

FIRST: that the university of Malaga is a research public body, multi-sectorial and multi-disciplinary, that it carries out training and research activities and scientific and technological development, interested in collaborate with public and private institutions in order to promote these activities.

SECOND: that Mr. JOSÉ ANTONIO Sierra Lumbreras is a natural person with philanthropic interest, interested in collaborate with the University of Malaga in order to promote academic activities, of voluntary and free nature by means of monetary or non-monetary contribution.

In view of the aforementioned aims, both parties have executed an agreement of business collaboration regarding to general interest activities of the effects set forth in the section 25 of the Law 49/2002, of 23rd of December, of tax treatment of the non-profit organizations and of the fiscal incentives regarding the patronage.



The parties legalize the present agreement in accordance with the following:

CLAUSES

First. Objective of the agreement.

The present collaboration to general interest activities has been aiming to standardise the economic collaboration focused on general interest activities in favour of the University of Malaga, carried out by the patron contributor Mr. José Antonio Sierra Lumbreras. Specifically focused on the George Campbell Prize, of the Aula María Zambrano of Transatlantic Studies of the University of Malaga according to the sec. 25 of the Law 49/2002.

With a view to achieve the said aim, the contributor undertakes to execute the contributions (economic/logistic/in kind/ and international counsel) contained in the third clause.

For their part, the University of Malaga undertakes to spread the participation of the contributor in its activities in the terms contained in the fourth clause.

Second. Nature.

Both parties declare that the present collaboration agreement in public interest activities has the nature of the assumptions set forth in the section 25 of the Law 49/2002, of 23rd of December, of tax system of the non-profit organizations and of the fiscal incentives regarding the patronage, that in any case, should it be considered that it reaches the pursues of the publicity patronage contract.

For all relevant purposes, the spreading of the contributor's participation in the activities of the University of Malaga will not constitute a rendering of services and it will not be on an exclusive basis, being able the University of Malaga to reach new patronages or collaborations with any other enterprises.

Third. Formalisation.

The patron contributor, with the previously mentioned objectives and sustaining the conditions on which he endorses the present agreement, will collaborate with the George Campbell Prize, of the Aula María Zambrano of Transatlantic Studies of the University of Malaga by means of a pecuniary contribution of 3,600€ (EXC VAT), corresponding to the total amount of the Prize for three calls. This contribution will be executed annually with a deposit of 1,200€ each year.

The quantity promised by Mr. José Antonio Sierra Lumbreras will be paid by deposit or bank transfer to the bank account of the University of Malaga "AMZET Subvenciones", open in UNICAJA's main office, located in Plaza de la Marina nº 3, 29015, Malaga (IBAN code: ES47 2103 0146 98 0030028634) and clarifying the transfer under the concept "Premio Aula María Zambrano de Estudios Transatlánticos: Irlanda".

At the request of the patron contributor, an economic certificate with the circumstances stipulated on the section 24 of the Law 49/2002 about Patronage and the section 6 of the Royal Decree 1270/2003, of 10th



of October, approving the regulation concerning the application of the tax treatment of the non-profit organizations and of the fiscal incentives regarding the patronage will be provided to him.

Fourth. Dissemination of Collaborator participation.

In keeping with the article 25 of the 49/2002 Law, about Patronage as long as this collaboration agreement is in force, the dissemination of the Patron participation in the objective activities which the University of Málaga develops regarding the following interventions:

- Public signing of the present document
- Communication Plan to the dissemination of the George Campbell Prize of the Aula María Zambrano of Transatlantic Studies of the University of Málaga between the university community and the society at large
- Public presentation of the George Campbell Prize of the Aula María Zambrano of Transatlantic Studies of the University of Málaga.

Fifth. Transparency

In accordance with the article 15 of the 1/2014 Law, of June 24, about Public Transparency of Andalucía, (BOJA num. 124 of 30/06/2014), the University of Málaga, regarding this agreement, shall make public the information related to the signatory parties, its objective, period of duration, changes made, persons required to perform the benefits and, where appropriate, economic obligations as agreed upon.

Sixth. Data protection clause.

In compliance with the 15/1999 Spanish Organic Law, of December 13, of Personal Data Protection, both parties are committed to the strict observance of all data protection legislation, both the present and the one that could come into force in the future, as well as to assume their responsibility directly and to maintain the other part unharmed regarding the pecuniary detriment that that they could undergo if the other one renege on in the scope of this clause, including, without restraint, administrative sanctions.

In accordance with the provisions in article 5 of the Spanish Organic Law 15/1999, of December 13, of Personal Data Protection, both parties are informed and accept that the collected data have been incorporated into its automatic files, and they can access, rectify, cancel and oppose them before the responsible of the pertinent file.

Seventh. Amendments to the agreement.

Any amendment to this agreement, except the unilateral resolution, must to be approved by both parties, in writing, and the resulting documents must to be added as annex to this agreement.

Eighth. Duration.

The present agreement will have duration of 3 years from the date of its signature, and it may be extended for the same period, by express agreement of both parties, and incorporated as an annex to this agreement.

Ninth. Resolution.



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The breach of any clause of this contract shall be cause for termination of this Agreement.

However, it can be solved unilaterally, with prior notice in writing to the other part with one month in advance, and without the right to return the contributions made as collaboration.

Tenth. Jurisdiction and competency.

The parties, with a waiving the jurisdiction that may correspond them, submit to the courts and tribunals of Málaga for the resolution of any divergence that may arise as a result of the interpretation or execution of this agreement.

In accordance to the foregoing the parties sign, in duplicate, copies at the place and date indicated above.

By the University of Málaga
THE CHANCELLOR

The Patron/ Collaborator

S/ José Ángel Narváez Bueno
P.D.F.: Juan Antonio García Galindo
Vice Chancellor of Institutional Policy

S/ José Antonio Sierra Lumbreras