



DEMOLA CHALLENGE AGREEMENT

1. Parties

Instituto Tecnológico de Canarias, S.A
Business ID: A-35313170
Address: Calle Cebrián, 3. 35003, Las Palmas de Gran Canaria
Legal representative: Gabriel Megías Martínez
Contact person: Alma Cruz Díez

and

Ymagina Education & Technology S.L.
Business ID: B-76733054
Address: Calle El Sauce 9, 38660 Adeje, Santa Cruz de Tenerife
Legal representative: Pablo Oramas and Miguel Pomar (Supportive Administrators)
Contact person: Vanessa Navarro González

Hereinafter jointly referred to as "Parties" or "Party", depending on the context.

2. Purpose

This Agreement ("Agreement") shall apply to the cooperation between the Demola Operator and the Partner.

This Agreement is subject to the General Conditions for Demola Innovation Challenges (hereinafter referred to as the "General Conditions"), which is attached hereto as [Appendix 1](#).

3. Project

The Innovation Challenge that is the subject to the Agreement is defined in more detail in [Appendix 2](#) to the Agreement.

The Innovation Challenge shall commence on **October 2020** and terminate **January 2021**.

Demola location: Santa Cruz de Tenerife.

4. Related documents

The following Appendices are hereby made part of this Agreement.

APPENDIX 1) General Conditions For Demola Innovation Challenges
APPENDIX 2) Innovation Challenge description

5. Term of the Agreement



The Agreement shall enter into force when it has been executed by the Parties or, if the Parties have taken actions to implement the Innovation Challenge before signing the Agreement, on the starting date of such actions. The Agreement shall remain in effect until January 2021.

6. Signatures

In witness whereof the Parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the date of last signature below.

DEMOLA OPERATOR

PARTNER

Instituto Tecnológico de Canarias, S. A.
Gabriel Megías Martínez
Legal representative
Date signed: September 22th, 2020

Ymagina Education & Technology S.L.
Pablo Oramas and Miguel Pomar
Legal representatives
Date signed: September 22th, 2020



Appendix 1)

GENERAL CONDITIONS

These General Conditions shall apply to all Demola Innovation Challenges.

1. Background and Purpose

- 1.1. Demola is a co-creation platform for businesses, public sector and universities. Demola Global produces the services in co-operation with local Demola operators and university partners. Demola Global, Demola operators and university partners are hereinafter jointly referred as "Demola Alliance".
- 1.2. The Parties agree to co-operate, with the purpose of supporting Partner's innovation processes by organising a Demola Innovation Challenge (the "Innovation Challenge").
- 1.3. To facilitate the Project, Demola Operator shall form a separate project group ("Project Group") and administrate Innovation Challenge (including but not limited to administering all needed agreements with the Project Group). The Project Group consist of students selected by Demola Operator and Partner. Demola Operator and Partner shall not be part of the Project Group.
- 1.4. Demola operator shall agree with the Project Group on the division of intellectual property and other rights related to the Results of the Innovation Challenge in accordance with the purpose of the Agreement. The Demola operator undertakes that it has, or that it has been appropriately granted the right to grant to Partner the License(s) to the Results, as specified in Section 5 and/or to transfer to Partner the rights to Results, as specified in Section 6.

2. Scope of the Agreement

Definitions

"Affiliates" of a Party shall mean an entity which is i) directly or indirectly controlling such Party, ii) under the same direct or indirect ownership or control as such Party; or iii) directly or indirectly owned or controlled by such Party. For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty percent (50%) or more of the votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"Agreement" shall mean this Project Agreement and its Appendices.

"Background Material" shall mean all kinds of material such as information, methods, solutions, devices, substances, inventions, software and the related intellectual property rights that are in the possession of a Party or the Project Group before signing this Agreement or that the Party or the Project Group has independently developed or acquired outside the Project during the validity of the Agreement).

"Confidential Information" shall mean all technical, financial or commercial information that is related to or influences the Results or the Partner's or its Affiliates' operations, including computer files, passwords and IT system details, regardless of the manner or format in which the information is disclosed to the recipient, or that has been marked as trade secrets with "Confidential" or other similar markings.

"Results" shall mean all materials in whatever form created by the Project Group in the Innovation Challenge (including but not limited to any report, document, data, design, invention and software including source code), as well as all rights related to such materials (such as proprietary rights and intellectual property rights including but not limited to utility models, trade secrets, copyrights and patent rights).

3. Obligations of the Parties

- 3.1. The Demola Operator shall take care of case design process, marketing for students and participating universities, agreements with Project Group, team building, Demola co-creation process facilitation and Partner's visibility as Demola partner.
- 3.2. Partner shall participate actively in the co-creation process during the Innovation Challenge and provide the Project Group with special development tools, if any, which shall be subject to separately agreed by Partner and Demola Operator.

4. Background Material and Third Party Material

- 4.1. Partner shall not have any obligation to deliver or license any Background Material to the Demola Global, Demola Operator or the Project Group. If Partner delivers Background Material, no rights (including property and/or intellectual property) pertaining to the Background Material shall be transferred to or granted to the Demola Global, Demola Alliance or the Project Group. In such case, the Demola Operator shall deliver the Background Material to the Project Group with a corresponding user right. Such Background Material may only be used during the Innovation Challenge for the implementation of the Innovation Challenge. Any other use must be agreed separately in writing. The Background Material shall be returned to Partner or destroyed after the end of the Innovation Challenge or earlier upon Partner's request.
- 4.2. If the Project Group intends to incorporate its own or its members' Background Material into the Results or the Results require the use of such Background Material, the use of Background Material shall be agreed separately and, if possible, before the beginning of the Innovation Challenge. Insofar as the Parties have not expressly agreed of the use of such Background Material and the special terms related to the use before the beginning of the Innovation Challenge, the Demola Operator agrees to ensure that Partner shall receive, without separate compensation, the rights referred to in Section 5 also to such part of the Background Material that the Project Group has incorporated into the Results.
- 4.3. Inclusion of material belonging to third parties into the Background Material is only allowed with the consent of Partner. The Demola Operator undertakes to agree with the Project Group on the procedure that the Project Group will use to identify the said material for Partner and the terms applicable to its use so that Partner has the prerequisites to assess the effects of using the said material on the utilisation of the Results and especially on the License(s) referred to in Section 5.

5. License to Results

- 5.1. Demola Operator shall grant to Partner, a royalty-free, perpetual, irrevocable, non-exclusive and global license to the Results of the Innovation Challenge to use and exploit the Results in all operations as Partner deems suitable, including research and development as well as commercial activities ("License"). The License shall include the right to further develop, modify, create derivative works and complement the Results and to use the outcomes so achieved. The License shall also include the right to copy the Results and to manufacture, have manufactured, sell, offer to sell and otherwise distribute to third parties any products or provide any services that utilize the Results or have been developed on the basis of the Results as well the right to sublicense the License to third parties.
- 5.2. The Demola operator agrees not to, and agrees to ensure that the Project Group or Demola Alliance shall not, initiate legal actions against Partner, (including its Affiliates, customers, partners and contractors), if the intellectual property rights created by the grantor(s) of the License based on the Results overlap with Partner's use or further development of the Results.

6. Transfer of Rights to Results

- 6.1. Inventions. If a patentable invention is created during the Innovation Challenge having a Partner representative as one of the inventors ("Joint Invention"), the Partner has the right to purchase the invention.
- 6.2. If a patentable invention is created during the Innovation Challenge without a Partner representative as one of the inventors ("Project Group Invention"), and the Project Group does

not intend to patent or otherwise utilise such invention within six (6) months of creating the invention, the Partner has the right to purchase the invention.

6.3. Non-assertion. Partner commits not to assert any of its patents based on Joint Inventions or other inventions created by the Project Group against the Project Group or any of its members, or the Demola operator.

6.4. Results. With respect to the Results, including inventions, in the event that Partner desires to acquire all intellectual property rights to all or some of the Results, Partner shall pay intellectual property rights transfer fee ("Transfer Fee"), subject to being separately agreed upon between the Parties within one month from the termination. Upon payment of such Transfer Fee to the Demola Operator, and upon having secured to have obtained such consent(s) from the Project Group, all right, title and interest in and to all copyrights and other intellectual property rights to the Results shall vest in and be the sole and exclusive property of Partner excluding the Background Material, if any.

The Parties shall negotiate in good faith about the Transfer Fee. An average Transfer fee is EUR 3,500 - 7,000 according to the table below.

| Level | Criterion | Amount payable |
|-------|--|----------------|
| I | Good results with innovative ideas or approaches that add value to the company | EUR 3.500 |
| II | Excellent results with very high quality and there are some highly interesting new ideas to improve the concept, implementation, user experience or business potential | EUR 5.000 |
| III | Exceptional project results, there are innovative ideas, with clear business value with very high quality implementation and demonstration. | EUR 7.000 |

The Demola Operator will invoice to the Partner the "Transfer Fee" according to this Contract after the Parties has agreed. The value added tax applicable at the time shall be added to the amount to be paid.

7. Prices and Terms of Payment

7.1. Partner shall not be obligated to pay any other fees or other compensation than the fees specified in this Agreement. For the avoidance of doubt, Partner shall not be obliged to pay any fees or other compensations on the grounds of this Agreement to the Project Group.

8. Confidentiality

8.1. In connection with the Innovation Challenge, The Parties and the Project Group may disclose Confidential Information. The Parties shall undertake to restrict the use and further disclosure of such Confidential Information.

8.2. The Demola Operator agrees not to disclose Partner Confidential Information to third parties as well as to take all necessary precautions to preserve the confidentiality of such Confidential

Information and not to use Confidential Information for any purposes other than fulfilling the obligations under the Agreement. The Partner reserves all rights to the Confidential Information disclosed to the Demola Operator.

- 8.3. The Partner agrees not to disclose Confidential Information to third parties as well as to take all necessary precautions to preserve the confidentiality of such Confidential Information and not to use Confidential Information for any purposes other than fulfilling the obligations under the Agreement.
- 8.4. The Demola operator shall have the right to provide Partner's Confidential Information to its personnel and, subject to Section 9.5, to the Project Group only to the extent necessary for carrying out the tasks agreed by the Parties.
- 8.5. The Demola operator agrees to ensure that the Project Group is bound by corresponding confidentiality obligations before any Confidential Information of Partner is disclosed to the Project Group.
- 8.6. The confidentiality obligations set forth in this Agreement shall bind the Demola operator for a period of five (5) years from the date of receipt of Confidential Information. In addition, Partner may require that the Demola operator commits to confidentiality with a separate confidentiality agreement. The confidentiality obligations related to the Results shall bind the Partner until the Partner has acquired rights to the Results as set forth in this Agreement.
- 8.7. The confidentiality obligations shall not apply to any information which
 - a) has been publicly available before the beginning of the negotiations or later becomes publicly available in manner other than due to negligence or neglect or other action in violation of this Agreement on the part of the receiving Party or its personnel; or
 - b) the receiving Party can demonstrate to have been in its possession before receiving such information from the disclosing Party; or
 - c) has been received from third parties who have had a right to disclose such information; or
 - d) the receiving Party has independently developed; or
 - e) the Party must make public on the grounds of an act, decree or other judicial or governmental order.

9. Publication

- 9.1. After the Innovation Challenge has ended, the Project Group may publish the Results (except the Results to which Partner has acquired all intellectual property rights to) as they see fit after Partner has reviewed all information related to Partner. However, all parts that are considered to be confidential or prevent the patenting of an invention created during the Innovation Challenge (novelty requirement) must be removed from all Results and other material intended for publication. Partner shall provide a written response within thirty (30) days from receiving the publication permission request that clearly states the changes that are necessary for granting the publication permission. Partner may require a new review process before granting the final publication permission. The publication permission shall not be refused without an acceptable reason.
- 9.2. For avoidance of doubt, it is stated that Innovation Challenge description and team blogs that do not include Confidential Information shall be public for the entire duration of the Innovation Challenge. Partner will also be highlighted as Demola partner in general communications by Demola operator.

- 9.3. All theses made in connection with the Innovation Challenge shall be public. Confidential Information of Partner shall not be included in the theses. The author of a thesis must get a permission from Partner or the person(s) appointed by Partner already at the beginning of his/her work to write the thesis on a topic related to the Innovation Challenge so that it can be ensured that the thesis in question will be made and published without revealing any Confidential Information of Partner. The abovementioned review process shall be applied before publishing the thesis.

10. Limitations of Liability

- 10.1. Neither Party shall under any circumstances be liable towards each other for any indirect, incidental, consequential, special or punitive damages, including but not limited to loss of profits, benefits and/or revenue, whether in contract, tort, or otherwise, except for injury to persons, breach by the Section 8 Confidentiality or in cases of intentional misconduct or gross negligence.

11. Term

- 11.1. The Parties shall have the right to terminate the Agreement and the Innovation Challenge with immediate effect if the implementation of the Innovation Challenge has been interrupted otherwise than temporarily for at least fourteen (14) days or if the other Party commits a substantial breach of the terms and Terms of the Agreement or, where applicable, the confidentiality agreement, and fails to remedy such breach within thirty (30) days after receiving a written notice in respect of the matter.
- 11.2. The licenses granted to Partner based on this Agreement shall, however, remain in force even if a Project is terminated according to section 11.1.
- 11.3. Terms of the Agreement, which by their nature should survive the termination or expiration of the Agreement, shall continue to apply following such termination or expiration.

12. Miscellaneous

- 12.1. Any changes to the Agreement shall be agreed in writing, and the Parties shall approve the changes with their signatures to become valid and binding on the Parties.
- 12.2. A failure of a Party to insist upon the performance of any or more of the terms or Terms of the Agreement or a waiver of any term or Term of the Agreement will not be deemed to be a waiver of any rights or remedies the Party may have in subsequent similar situations.

13. Governing Law and Disputes

- 13.1. The Agreement is governed by and shall be construed in accordance with the laws of Spain.
- 13.2. Any possible disputes arising out of or relating to the Agreement shall be primarily settled by negotiations between the Parties. If any dispute under the Agreement cannot be solved otherwise, it shall be settled in the District Court of Las Palmas de Gran Canaria, in accordance with Spanish legislation.



Challenge takes place in

Challenge schedule

| | |
|---------------|-------------------|
| Publishing | Oct 2020 |
| Team building | Oct 2020 |
| Teamwork | Oct 2020-Ene 2021 |
| Events | 4 |

Team profile

Students

Customer participant

Roles

Project owner

Lead facilitator

Primary business goal

Outcomes

Learnings: Demo:

pequeSCHOOL ONLINE

Resumen: Según la UNESCO, ya se han superado los 1500 millones de estudiantes de todo el mundo (el 91% repartido en 188 países) sin poder asistir a sus clases con normalidad por la pandemia de COVID-19. Ante esta nueva realidad se ofrecen, con mayor o menor éxito, alternativas digitales para seguir formando a distancia. ¿Cómo consolidar la educación online en etapa infantil y primeros cursos de educación primaria, con alumnado que apenas sabe leer ni escribir, y no solo en circunstancias excepcionales?

Antecedentes: Ymagine es una EdTech canaria especializada en el diseño de Apps y accesorios pedagógicos tangibles que interactúan con tablets y cualquier tipo de pantalla táctil. Nuestro objetivo es el de aunar tecnología y educación, facilitando la tarea de los docentes y ayudando a los niños de E. Infantil y Educación Especial a aprender a través del juego.

A pesar de ser una empresa joven ya es reconocida en el ámbito educativo nacional e internacional, llegando a ser distinguida en 2019 entre los "100 líderes educativos mundiales" por el Global Forum for Education and Technology.

Problema: Las tendencias futuras señalan un aumento del teletrabajo y una mayor conciliación de la vida familiar. ¿Cómo profundizar en las necesidades más inmediatas detectadas por las familias con niños menores de 8 años y los centros educativos con motivo de la nueva realidad? ¿Cómo afrontamos la formación remota de los más pequeños de infantil y primaria? ¿Con qué tecnología, con qué herramientas y en qué formato?