



**FRAMEWORK COOPERATION AGREEMENT BETWEEN THE
REAL MADRID FOUNDATION AND DON STATE TECHNICAL
UNIVERSITY FOR THE DEVELOPMENT OF THE JOINT
SOCIAL SPORT SCHOOLS PROGRAM IN ROSTOV-ON-DON,
RUSSIA**

Signed in Madrid on 1 July 2017

BY AND BETWEEN

Besik Chokhovich Meskhi, holder D.N.I. number 713726864, acting on behalf of **DON STATE TECHNICAL UNIVERSITY**, holder of tax ID number 6165033136, whose address is la Gagarin sq. N° 1, 344000, Rostov del Don, acting in use of the powers conferred by means of license registered under number AAA N° 001835, registration number 2245, on 27th June 2016 and accreditation certificate registered under number 90A01 N° 0002382, registration number 2261, on 2nd September 2016 - of the first part.

And **Enrique Sánchez González**, holder of Spanish government-issue ID card number 1604147-N, and **Manuel Redondo Sierra**, holder of Spanish government-issue ID card number 05359575-T, acting in the name and on behalf of the **REAL MADRID FOUNDATION**, holder of corporate tax ID code number G 81828493, with registered offices at Avenida Concha Espina N° 1, 28036, Madrid, wielding the faculties granted to them in deed number 1650 executed before Cruz Gonzalo López-Muller, notary of Madrid, on 2 July 2009, acting jointly in the name and on behalf of the said Foundation, of the second part.

All parties hereto are acting herein with the representative and other powers vested in them by virtue of their respective posts, and the parties hereto mutually recognise that they have the necessary legal capacity and authorisation to execute and subscribe this agreement.



WITNESSETH

WHEREAS. The fundamental purpose of the Real Madrid Foundation is to promote sport amongst children and youths in the understanding that engaging in sport contributes to the comprehensive development of a young person's personality, offering positive entertainment alternatives to situations of risk and fostering healthy habits and ways of life amongst children and youths.

The Real Madrid Foundation believes that sport is an important factor in social integration and in the promotion of ethical values such as solidarity, participation, team spirit, respect for one's opponent and non-discrimination. It therefore has for years been applying the Social Sport Schools model to conduct social initiatives. These initiatives constitute one of the fundamental pillars of the Real Madrid Foundation's action abroad.

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WHEREAS. Don State Technical University is a not-for-profit institution whose purposes include looking after the prosperity and well-being of the local population, promoting the development of leadership amongst the new generations, fostering the search for solutions to the major problems and challenges facing Russia and contributing to the comprehensive development of children and youths by means of activities enabling them to use their free time productively.

WHEREAS. These two Institutions share similar objectives and resources and thus feel that they can engage in a joint series of activities that will be useful for achieving their shared goals. Now, therefore, the parties agree to the following:

CLAUSES:

ONE. Undertakings made by Don State Technical University

Don State Technical University undertakes to manage its Social Sport School in accordance with the guidelines, criteria and procedures established for Social Sport Schools by the Real Madrid Foundation. Don State Technical University particularly undertakes:

- To provide the facilities, materials and athletic kits needed for the regular operation of its Social Sport School (henceforth, "the School"), both for the strictly athletic activities and for activities of a social and cultural nature, which must be part of the social integration activities. To do so, Don State Technical University may sign agreements with the proper authorities for permission to use

facilities, materials and athletic equipment, subject to prior approval from the Real Madrid Foundation.

- The athletic kit used by each one of the School's beneficiaries must meet the Real Madrid Foundation's technical specifications. The designs for athletic kit must receive written authorisation prior to manufacture.
- To guarantee and take responsibility for the maintenance of the facilities used by the School, which must be kept in suitable condition for the activity, and to heed any proposals made to that effect by Real Madrid Foundation officials to safeguard the quality and safety of the School's activity for participants.
- To provide the School with the staff needed to ensure that the School's operations run smoothly, including the necessary trainers and teachers, who must be sufficiently qualified and must meet the qualifications required by national and local regulations for normal School activity. Don State Technical University will be responsible for selecting, hiring and paying the said trainers and teachers and any other staff needed to operate the School. This arrangement will imply no employer/employee or contractual tie whatsoever with the Real Madrid Foundation.
- To be the School's administrative and economic manager, with sole responsibility for management in that respect, entering into any contractual relationships that may stem from the School's operation.
- To assume, if need be, the cost of a civil liability and accident insurance policy covering any personal or property damage, taking into account both the specific legislation applicable to these matters as well as the socio-economic circumstances of the country.
- To promote and advertise the School in Russia, taking account of the fact that prior written authorisation from the Real Madrid Foundation will be needed for each planned dissemination measure or promotional measure.
- To actively participate in the search for project funding, apart from any support provided in that direction by the Real Madrid Foundation, if any. If new sponsors or any other funding sources are found, such sponsors or funding sources may not participate in the project without prior written authorisation from the Real Madrid Foundation.
- To uphold the School's spirit and style as conceived by the Real Madrid Foundation.



TWO. Undertakings made by the Real Madrid Foundation.

The Real Madrid Foundation in its turn undertakes:

- To cooperate in the design of the School, advising Don State Technical University on how to manage the School.
- To facilitate and provide the necessary teaching materials for coach training. Shipping costs will be borne by Don State Technical University.
- To advise Don State Technical University on how to organise athletic, educational, social and cultural activities for the School's students and their families.
- To establish the necessary supervision, coordination and evaluation mechanisms to ensure that the School runs smoothly.
- To conduct training activities for the School's trainers, either in Russia or in Spain, according to the Real Madrid Foundation's Teaching Plan. If the activities were to be held in Spain, the trainers' expenses of travel, room and board will be borne by Don State Technical University.

THREE. Tracking and Control.

To ensure that the activity is performed correctly, Don State Technical University undertakes to comply with the following project tracking and control measures:

- To report regularly to the Real Madrid Foundation on the School's ordinary activity and to report any incidents as soon as they occur.
- Every season (from 1 July to 30 June), Don State Technical University must send the following to the Real Madrid Foundation for every School in operation:

In January:

- A simplified progress report.
- Budgetary Information. Unless otherwise indicated by the Real Madrid Foundation, if the project is being funded by it or by an organization contacted by it, in order to receive the funds necessary for the rest of the season, before the progress report is sent or with the report, scanned copies of the documents proRostov-on-Dong proof of expenses incurred from the start of the season to the reporting date must be submitted to the Real Madrid Foundation.
- A sports monitoring report.

In June:

- A close-of-the-season and progress report.
- An economic report on the project's budget implementation. If the project is funded by the Real Madrid Foundation or by an organization contacted by it, the report must be accompanied by a list of expenses, digitalised invoices and bank slips. If the project is funded by Don State Technical University's own funds, only an economic report and a list of expenses will be requested.
- A sport monitoring report.

In September:

- A report on the opening of the next season (Initial Working Plan)
- All the reports mentioned in this clause must adhere to the format defined by the Real Madrid Foundation and must be filled out exhaustively. The Real Madrid Foundation will not accept any reports that are incomplete and/or not in the required format.
- Regardless of the points above, the Real Madrid Foundation reserves the right to request technical and economic reports from Don State Technical University regularly in connection with the project's execution.
- The Real Madrid Foundation may check for compliance with the conditions set in this Agreement and the use to which funds are being put. To do so, the Real Madrid Foundation will conduct periodic project tracking, which will involve:
 - a) visiting the locations where the project's activities take place and/or
 - b) having the project subjected to audits in the terms and conditions established by the Real Madrid Foundation by an independent auditor appointed by the Real Madrid Foundation, in which case Don State Technical University must be informed in advance.

All expenses of these tracking measures will be borne entirely by the project.

- In both cases, the Real Madrid Foundation's staff or staff appointed by the Real Madrid Foundation will be allowed access to the facilities where the Project is run or where the Project's actual financial management or operation takes place, and Don State Technical University must give all necessary cooperation, facilitating the pertinent meetings with the pertinent staff and making available any information or documents the Real Madrid Foundation's staff may require in order to perform their inspection, control and auditing work.



FOUR. Beneficiaries.

In the spirit of Real Madrid Foundation Social Sport Schools, students will preferably be between the ages of 6 and 17, sexes will not be separated, and girls' participation will be guaranteed. The integration of boys and girls of different nationalities, religions, ethnic groups and other characteristics will be fostered in the selection of beneficiaries. It will be a particular requirement not to use athletic aptitude, ability or skill as selection criteria.

In general, students from more-disadvantaged socioeconomic environments will take preference and will attend entirely free of charge.

In no case will Schools have or seem to have any tie with the Real Madrid C.F. youth teams or the youth teams of any other local or foreign athletic club.

FIVE. Annual revision. This Agreement will be revised annually by both parties. In the 2017-2018 season, the Social Sports School in Rostov-on-Don will be kept in operation. In following seasons, the revisions referred to herein will determine whether this School continue, whether new Schools are be opened and what other specific cooperation activities the parties agree to conduct.

In order to open a new School, Don State Technical University must send the Real Madrid Foundation the pertinent documents (Initial Work Form and Initial Work Plan) for revision and approval for each new Social Sport School, in the format indicated by the Real Madrid Foundation.

SIX. Use of trademarks, logos and corporate image.

Use of the corporate image of the Real Madrid Foundation on any medium for dissemination, advertising or information by Don State Technical University will require prior approval from the Real Madrid Foundation, for which purpose Don State Technical University must contact Elena Vallejo López (Tel. + 34 91-453-2900; e-mail evallejo.fundacion@realmadrid.es).

Use of the corporate image of Don State Technical University on any medium for dissemination, advertising or information by the Real Madrid Foundation will require prior approval from Don State Technical University, for which purpose the Real Madrid Foundation must contact Andrei Guskov (Tel. +7 863 273 86 81; e-mail fbschool-dstu@mail.ru).

In the signing act of this agreement, the Real Madrid Foundation delivers to Don State Technical University its Normalisation Manual. With the signing of this agreement, Don State Technical University accepts the receipt of and compliance with the contents of that manual for the Real Madrid Foundation's Social Sports Schools.

SEVEN. Rights assignments.

The signing of this Agreement shall not entitle any of the parties as agent, legal representative or employee of the other party. In this sense, neither Don State Technical University nor the Real Madrid Foundation will be entitled to sign any kind of contract or agreement on behalf of the other party.

The rights and obligations established in this Agreement may not be assigned or sub-licensed to third parties, except if there's written authorisation of both parties for each specific case.

EIGHT. Disclaimer.

The Real Madrid Foundation and, on a subsidiary basis, Real Madrid C.F. decline all liability directly or indirectly stemming from the operation of the Schools at issue herein or the conduct or activities of the persons in charge of the Schools or their staff, or acts performed by companies or other associates with whom cooperation arrangements are made within the sphere of the project.

NINE. Validity, evaluation, extensions and early cancellation.

This Agreement will enter into force on the day after the date first above written. This Agreement will be reviewed annually and will last until 30 June 2021. Two months before the Agreement comes to an end, an overall assessment of the experience will be conducted. The Agreement may be extended for an equal period should the parties see fit.

Nevertheless, it is hereby established that failure by Don State Technical University to comply with any of the undertakings it has made, whether in regard to project performance hereunder or the application and/or justification of sums delivered (if any), will constitute special grounds for early cancellation.

In that case, the Real Madrid Foundation may cancel this Agreement effective immediately by giving notice at the address first above written, whereupon Don State Technical University must immediately return all sums it has received from the Real Madrid Foundation that have not been dedicated to the project as agreed to, notwithstanding the finalisation of the activities under way, and notwithstanding the obligation of Don State Technical University to compensate the Real Madrid Foundation for damages due to breach of this Agreement.

TEN. Applicable legislation.

This Agreement and all effects stemming from this Agreement will abide by the principles of international public and private law and the principles recognised in the International Charter of Human Rights and the United Nations Convention on the



Furthermore, Don State Technical University warrants and undertakes to inform the beneficiaries about the transfer of their data to the Real Madrid Foundation and the Real Madrid Football Club, identifying the registered offices of both entities; as well as about their rights of access, rectification, cancellation and opposition and the possibility of exercising them; it also undertakes to obtain their express consent in writing for the following purposes:

- The promotion the activity through different media: tv, radio, internet, video and other communication channels such as magazines, brochures, ads, posters etc... used both by the Real Madrid Foundation and the Real Madrid Football Club.
- The management of their participation in various events, their administrative management, the performance of opinion surveys, as well as their use for sending commercial communications, including electronic means, both by the Real Madrid Foundation and the Real Madrid Football Club.
- The possibility given to the Real Madrid Foundation and the Real Madrid Football Club to transfer these data to entities and companies directly related to and responsible for the recording and layout of various image and/or voice captures aimed at promoting the activity.

In this sense, Don State Technical University warrants that it has obtained, prior to the performance of those activities, the express consent of the individuals appearing in the photographs, videos or recordings or the express consent of their parents or legal guardians if they are under fourteen years old for the transfer of their image or voice with the same purposes described above.

Finally, Don State Technical University warrants to be entitled to and to be the holder of the exploitation rights regarding the intellectual property rights necessary to transfer videos and/or photographs to the Real Madrid Foundation and to the Real Madrid Football Club for the same purposes mentioned above.

Don State Technical University must assume all liabilities and undertakes to compensate the Real Madrid Foundation for any claim, penalty, costs, losses and/or damage to third parties, sanctions from public authorities, attorney's fees or any other liability derived directly or indirectly from any breach by Don State Technical University of the laws and obligations mentioned above.

The Real Madrid Foundation and The Real Madrid Football Club undertake to remove the data and images and/or voices of the beneficiaries of the Social Sports School in Rostov-on-Don, once they cease to be useful for the purposes they were transferred for.



Rights of the Child. In this framework, this Agreement will be subject to the sector-specific legislation of Russia as regards the activities to be performed on the soil of that State, provided that the stated legislation is in accord with the aforesaid United Nations principles.

ELEVEN. Personal data protection.

The parties undertake, in compliance with this Agreement to guarantee that their respective national personal data protection legislation is applied. In this sense, Don State Technical University undertakes to guarantee the beneficiaries' rights with respect to the processing of their personal data and the exercise, by the said beneficiaries, of their rights of access, rectification, objection and cancellation as set down in the specific legislation of Russia. Should either of the Parties communicate personal data to the other Party hereunder, the entity transferring the personal data expressly declares and guarantees to the entity receiving the personal data that it complies with all obligations and provisions of Spain's Constitutional Act on Data Protection and the rules and regulations implementing the said Act, with respect to the said data.

The Real Madrid Foundation certifies to be the holder and responsible for personal data files duly registered in the General Registry of the Spanish Data Protection Agency, complying with the obligations stated in the Spanish 15/1999 Personal Data Protection Constitutional Act of December 13th (hereinafter, "LOPD") and in the Spanish 1720/2007 Royal Decree of December 21st, approving the implementing regulation of the LOPD ("RLOPD").

Moreover, the Real Madrid Foundation certifies that it has a security document in compliance with article 88 of the RLOPD.

Don State Technical University certifies the proper use and management of the data collected from the beneficiaries of the Social Sports School located in Rostov-on-Don, in compliance with their national regulations regarding personal data protection.

By means of this Agreement, Don State Technical University agrees to transfer to the Real Madrid Foundation and the Real Madrid Football Club any data coming from those beneficiaries free of charge, as well as their images and/or voices, collected using recordings or/and pictures (hereinafter referred to as "the Data").

In order to regulate the abovementioned Data transfer, Don State Technical University certifies to the Real Madrid Foundation that it complies with the provisions of the LOPD, the RLOPD, the obligations described in the applicable regulations regarding the protection of the personal data within its jurisdiction, as well as the obligations resulting from the regulations regarding intellectual property and visual rights.

TWELVE. Confidentiality

The parties agree not to disclose, exhibit, display, communicate, and / or use the information received from the other party under this Agreement in their own benefit or in the benefit of third parties, and consequently undertake to keep such information confidential and to protect it from any kind of unauthorized disclosure, exercising the same diligence used with its own confidential information.

THIRTEEN. Conflict resolution.

The parties hereby agree to submit any litigation, controversy or complaints arising from or relative to this Agreement, the interpretation or performance hereof or the breach, cancellation or nullity hereof to arbitration in accordance with the strict letter of the law, to be conducted by three arbitrators at the Madrid Bar Association's Court of Arbitration under the Procedural Regulation of the said Court, and the parties waive the right to claim any other jurisdiction. The place of arbitration will be the city of Madrid, and the language will be Spanish.

FOURTEEN. Force majeure.

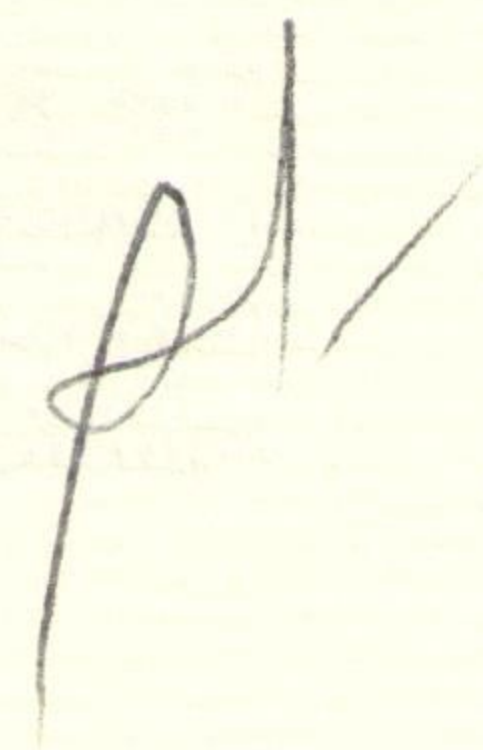
Should any event of force majeure occur to prevent or hinder the correct performance of the project and/or the meeting of deadlines for compliance with obligations hereunder by the parties, the Agreement will be regarded as suspended until the events of force majeure have reached an end and the project can be resumed, by mutual agreement.

For the purposes of this Agreement, events of force majeure will be held to include all inevitable situations (e.g., earthquakes, floods, epidemics, fires, wars, revolts, coups d'état and other uncontrollable situations) preventing the parties from upholding their obligations hereunder.

FIFTEEN. Other provisions.

Should the parties decide to amend any clauses hereof, they must do so by means of annexes or addenda and by mutual agreement, and they must regard the stipulations of this Agreement always as their basis.

This Agreement and any addenda or annexes hereto will be drawn up in English in duplicate, where both copies will be of equivalent legal value.





And in witness whereof, the parties have caused this Agreement to be signed in duplicate to a single effect at the place and date first above written.

For DON STATE
TECHNICAL UNIVERSITY

Mr. Besik Chokhovich Meskhi

For REAL MADRID FOUNDATION

Mr. Enrique Sánchez González

Mr. Manuel Redondo