



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

Signed in Madrid, Spain, on 7th June 2021.

BY AND BETWEEN

Mr. Besik Chokhovich Meshki, holder of (identity card) 713726864, in the name of and acting on behalf of the **DON STATE TECHNICAL UNIVERSITY** holder of tax ID number 6165033136 whose address is Gagarin sq, n°1, 344000 Rostov in Don, acting in the use of the powers conferred by means of licence registered under number, 90Л01 №0009284, registration number 2245, on 27th June 2016 and accreditation certificate registered under number 90A01 №0003392, registration number 3231, on 7th August 2019, of the first part.

And

MR. MANUEL REDONDO SIERRA, holder of Spanish National Identity Card no. 5,359,575-T, and **MR. JULIO GONZÁLEZ RONCO**, holder of Spanish National Identity Card no. 3,839,885-N, acting on behalf and in representation of **RMF REAL MADRID**, with E.I.N. no. G81828493 and registered address at Avenida Concha Espina no. 1, 28036, Madrid, acting under the powers conferred by virtue of the deed executed in the presence of the Notary of Madrid, Mr. Cruz Gonzalo López-Muller, under number 1650 of his protocol, on 2 July 2009, and acting severally on behalf and in representation thereof, (the “RMF”).

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 certify that they have the necessary legal capacity and authorization to execute and subscribe this agreement.

WITNESSETH

WHEREAS, The fundamental purpose of the Real Madrid Foundation (the “RMF”) is to promote sport among 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 among children and youths; and

WHEREAS, RMF 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 school model to conduct social initiatives. These initiatives constitute one of the fundamental pillars of the RMF's action abroad; and

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 hereto agree to the following

CLAUSES:

ONE. Undertakings made by Don State Technical University.

Don State Technical University undertakes to manage social sport schools in accordance with the guidelines, criteria and procedures established for social sport schools by RMF. Don State Technical University particularly undertakes itself, or through partnerships or alliances to:

- Provide the facilities, materials, equipment and uniforms needed for the regular operation and start-up of social sport schools (henceforth, the "Programs"), both for athletic activities and for activities of an academic, social and cultural nature, which will 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 RMF.
- Ensure the uniforms used by the beneficiaries participating in each Program meet RMF's technical specifications. The designs for uniforms must receive written authorisation prior to manufacture.
- Ensure the facilities used for the Program(s) are properly maintained and kept in a suitable condition for the activity, and to heed any proposals made by RMF's officials to safeguard the quality and safety of Program's activities for the participants.
- Ensure the Programs are properly staffed and that Programs' operations run smoothly, including that the necessary trainers/coaches and teachers are sufficiently qualified and meet the qualifications required by national and local regulations for the Programs' normal activity. Don State Technical University will be responsible for supervising the selection, hiring and funding the compensation provided to the trainers/coaches and teachers and any other staff or volunteers needed to operate the Programs. This



arrangement will not constitute or imply any employer/employee or contractual tie whatsoever with RMF or with Don State Technical University.

- Serve as the Programs' chief administrative and economic oversight manager, with sole responsibility for oversight of the operating partner (if any) for the Program, and entering into any contractual relationships that may stem from the Programs' operation.
- 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.
- Work collaboratively with RMF to promote and advertise the Programs in Russia, taking into account the fact that prior written authorisation from both parties will be needed for each planned dissemination measure or promotional measure.
- Actively participate in the search for Program funding, apart from any support provided by RMF, if any. Don State Technical University shall keep RMF apprised of its progress and the identification of new sponsors and/or any other funding sources.
- Uphold the Programs' spirit and style as conceived by RMF.

TWO. Undertakings made by the Real Madrid Foundation.

RMF undertakes to:

- Cooperate in the design of the Programs and advise Don State Technical University and its designated operating partner (if any) on how to launch their operation.
- Facilitate and provide the necessary teaching materials' training. Shipping costs will be borne by Don State Technical University.
- Advise Don State Technical University and its designated operating partner (if any) on how to organise athletic, educational, social and cultural activities for the Programs' students and their families.
- Assist and support Don State Technical University in the search for Program funding including introductions to known sponsors and/or funding sources and the identification of new sponsors and/or any other funding sources.
- Conduct periodic reviews of the Program and establish the necessary supervision, coordination and evaluation mechanisms to ensure that the Programs run smoothly.
- Conduct training activities for the Programs' trainers, either in the or with approval of Don State Technical University in Spain, according to RMF's teaching plan. If subject to Don State Technical University approval, the activities are held in Spain or in another



country other than Russia, the trainers/coaches' expenses of travel, room and board will be borne by Don State Technical University and/or its designated operating partner (if any).

THREE. Tracking and Control.

To ensure that the activity is performed correctly, Don State Technical University shall use its best efforts to cause its operating partner to comply with the following project tracking and control measures:

- To report periodically to RMF on the Programs' ordinary activity and to report any incidents as soon as they occur.
- Every season (from 1 July to 30 June), Don State Technical University shall cause its designated operating partner(s) to send the following reports (the form and format to be determined in advance and supplied by RMF) to RMF for every Program in operation:

In January:

- A simplified progress report.

In June:

- A close-of-the-season and progress report.
- An economic report on the project's budget implementation.
- A sport monitoring report.

In July:

- A report on the opening of the next season (Initial Working Plan).
- An economic report with the estimated budget of the next season.

- All the reports mentioned in this clause must adhere to the format defined by RMF and must be completely filled out. RMF will not accept any reports that are incomplete and/or not in the required format.
- Regardless of the points above, RMF reserves the right to request reasonable periodic technical and economic reports from Don State Technical University and/or its designated operating partner in connection with the project's execution.
- RMF may check for compliance with the conditions set forth in this Agreement and review the use to which RMF funds (if any) are being put. To do so, RMF will conduct periodic project tracking, which will involve:

- a) Visiting the locations where the individual Program's activities take place; and/or



- b) Having the Program subjected to audits on the terms and conditions established by RMF by an independent auditor appointed by and paid for by RMF, in which case Don State Technical University must be informed in advance.

In both cases, Don State Technical University shall use its best efforts upon two weeks' written notice to afford RMF's staff or staff appointed by RMF with reasonable access during normal working hours to the facilities where the Project is run or where the Project's actual financial management or operation takes place. Don State Technical University agrees to cooperate in facilitating the pertinent meetings with the pertinent staff and making available any information or documents RMF's staff may reasonably require in order to perform their inspection, control and auditing work.

FOUR. Beneficiaries.

In the spirit of RMF Programs, students will preferably be between the ages of 6 and 17, sexes will not be separated, and girls' participation will be encouraged. The selection process for beneficiaries shall include an objective of integrating boys and girls of different nationalities, religions, ethnic groups and other characteristics. Athletic aptitude, ability or skill shall not be a material factor in the selection criteria.

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

In no case will Programs 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.

For the 2021-2022 season, the Program will be developed in Rostov-on-Don. In following seasons, the parties will determine whether the Program in Rostov-on-Don will continue and/or be expanded, whether new Programs will be implemented, and what other specific cooperation activities the parties may agree to conduct. This Agreement will be revised annually by both parties to reflect such determinations.

In order to start a new Program, Don State Technical University must send RMF the pertinent documents (Initial Project Form and Initial Working Plan) for revision and approval for each new Program, in the format indicated by RMF.

SIX. Use of Trademarks, Logos and Corporate Image.

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



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

In connection with the signing of this agreement, RMF shall deliver to Don State Technical University its Standardization Manual. Don State Technical University shall accept the receipt of and hereby agrees to use its best efforts to ensure that the Programs shall be conducted in compliance with the contents of the Standardization Manual for RMF's Programs.

SEVEN. Rights, Assignments.

The signing of this Agreement shall not constitute an assignment of any rights, entitlements or obligations from one party to the other or grant or entitle any of the parties to act as agent, legal representative or employee of the other party. In this sense, neither Don State Technical University nor RMF will be entitled to create or commit the other party to any obligation, or enter into, or 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, without the express written authorisation of both parties for each specific case.

EIGHT. Disclaimer.

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

Don State Technical University declines all liability directly or indirectly stemming from the behaviour or activities performed by RMF's 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 last party has executed this Agreement as indicated by the dates above written. This Agreement will be revised annually and will last until 30 June 2025. Two (2) months before the Agreement is due to expire, an overall assessment of the experience will be conducted by both parties and the substance and conclusions of that assessment shall form the basis for any renewal or extension thereof. Subject to the agreement between the parties this Agreement may be extended for an additional four (4) year period.

Nevertheless, it is hereby established that failure by Don State Technical University or RMF to comply with any of the undertakings they have made, whether in regard to project



performance hereunder or the application and/or justification of the sums delivered by RMF (if any), will constitute special grounds for early cancellation.

In that case, the damaged party may cancel this Agreement immediately by giving notice to the other party at the address first above written, whereupon the non-performing party must immediately return all sums it has received from the damaged party that have not been dedicated to the project as agreed to (if any), notwithstanding the finalisation of the activities underway, and notwithstanding the obligation of the non-performing party to compensate the damaged party for the damages (if any) due to the breach of this Agreement.

TEN. Applicable Legislation.

This agreement, as well as the effects that may be derived from the same, will be regulated by the Spanish legislation.

Notwithstanding the foregoing, all those effects derived from this Agreement that are subject to mandatory regulations shall conform to the criminal, police and imperative laws of the State in which the acts in question have occurred giving rise to the aforementioned effects.

ELEVEN. Personal Data Protection.

Both parties pledge to comply with the provisions of Regulation (EU) 2016/679, of the European Parliament and of the Council, of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and other data protection regulations in force. The parties are informed that their personal data gathered in this contract will be subject to processing for which each party will be responsible and the sole purpose and legitimation for the processing of the personal data is the management of this contract, while they may be transferred to third parties insofar as this is necessary or in order to comply with legal requirements. The data will be stored for as long as consent has been granted, or, where applicable, the legal period established for each of the legal obligations derived from the processing for which the consent has been granted.

The holders of the personal data gathered by way of this contract will be able to exercise their rights to access, rectification, opposition, limitation, erasure, portability and the right not to be subject to automated decision-making by contacting the RMF in writing (Av. de las Fuerzas Armadas 402, 28055, Madrid) or via email at: cumplimiento.fundacion@corp.realmadrid.com or our Data Protection Officer (Persevera, S.L.U. for the attention of Manuel del Palacio, mdp.dpo@perseveragrupo.com); or addressing Don State Technical University (Gagarin sq, n°1, 344000 Rostov in Don) /via email reception@donstu.ru. Likewise, both parties may file a complaint with the Spanish Data Protection Agency.

Both parties guarantee the rights of the persons concerned and shall adopt the technical and organizational measures necessary to avoid the alteration, loss or non-authorized access to the personal data ,and in no case will they communicate or transfer said personal data to third parties, not even for storage purposes.



Any breach of the duty of confidentiality, or the obligation not to make undue use of or transfer personal data to third parties, by any of the parties or their employees or collaborators, will be just cause for the termination or withdrawal of this agreement if the other party deems it appropriate, and the party not in breach of the agreement should be compensated for any damages caused by the non-compliant party.

Likewise, neither party will be permitted to subcontract the provision of any part of the services subject to this agreement to third parties, when doing so may imply the processing of personal data held by the other party, unless said party provides their explicit consent.

Regarding the personal data of the beneficiaries, Don State Technical University guarantees the correct processing of the data collected, including those related to image and/or voice and pledges to comply with the applicable data protection security and regulatory measures, putting measures in place which guarantee:

- a) The confidentiality, integrity, availability and access, traceability and authenticity of the personal data contained on the Data Protection System, in accordance with the criteria set out in RD 3/2010 –National Security Framework.
- b) To assess and evaluate the efficiency of the technical and organisational measures on a periodic basis, in order to ensure the security of the data processing.
- c) To incorporate or ensure the security levels established in RD 1720/2007 are present on the Data Protection System using the available organisational and technical measures.

By virtue of this Agreement, Don State Technical University agrees to transfer the personal data of participants to the RMF and Real Madrid C.F. free of charge, along with their images and/or voices as collected in recordings or photos.

In order to regulate the transfer of the aforementioned data, Don State Technical University confirms to the RMF that it complies with all provisions of the Regulation (EU) 2016/679 and other regulations in force, as well as with all obligations set out in applicable personal data protection standards in its jurisdiction, and all obligations derived from regulations on intellectual property and visual rights.

In the data collection process, Don State Technical University pledges to communicate and inform the beneficiaries of the following:

- 1) Your data may be processed by the RMF with Tax ID(CIF) G81828493 and registered address at Av. Concha Espina 1, 28036 de Madrid, and the single purpose and legitimation for the processing of the personal data is the management of participation in the activity. Processing of the data may entail international data transfers. The data concerned will be stored for as long as the consent has been granted, or, where applicable, the legal period established for each of the legal obligations derived from the processing for which the consent has been granted. Likewise, you will be able to exercise their rights to access, rectification, opposition, limitation, erasure, portability and the right not to be subject to automated decision-making by contacting the RMF via email at: cumplimiento.fundacion@corp.realmadrid.com or in writing at their registered address.



Furthermore, Don State Technical University pledges to obtain consent for the following elements from the beneficiaries of the project:

- 1) The RMF will be able to take and use image and/or voice, via recordings, interviews or photographs, in order to promote the RMF's activities, as well as for training purposes in the form of presentations and/or promotional videos and any other type of audio-visual output, its reproduction and subsequent publication across different media and communication channels. This authorisation is subject to no monetary compensation and has no geographical or time limitations, all with the sole exception and limitation of infringing on the right to freedom from injury to honour.
- 2) The transfer of data to the RMF and Real Madrid C.F (CIF G28034718 and registered address at Av. Concha Espina 1, 28036, Madrid), for the management of your participation in a range of events and activities, the management of the madridista card, carrying out opinion polls, as well as for the sending of commercial communications, including via electronic means.
- 3) The transfer of image and/or voice data to organisations directly or indirectly related to the RMF in order to promote the activity itself or any other RMF operations.

In this regard, prior to carrying out these activities, Don State Technical University guarantees it has obtained the explicit consent of the persons appearing in photos, videos or recordings, or the explicit consent of their parents or legal guardians should they be under fourteen years of age, for the transfer of their image or voice for the purposes described above.

Lastly, Don State Technical University guarantees it has the right and holds the appropriate exploitation rights with regard to intellectual property rights required to transfer the videos and/or photographs to the RMF for the same purposes described above.

Don State Technical University accepts full liability and pledges to compensate the RMF for any claim, sanction, expenses, loss and/or damages caused to third parties, sanctions from public authorities, lawyers' fees or any other liability derived directly or indirectly from Don State Technical University's violation of the legislation and obligations described above.

The RMF commits to eliminating all data including the images and/or voice of the participants when they cease to be useful and/or when the consent for the purposes they were transferred has expired.

TWELVE. Compliance and Guarantees.

The RMF has a compliance program in place, with its Code of Ethics and Good Governance forming a fundamental pillar of the Criminal Risk Management System (<https://www.realmadrid.com/en/about-real-madrid/foundation/about-the-foundation/annual-memories> –Code of Ethics and Good Governance). This code contains the values and guidelines which should govern our operations and is based on the principles of responsibility, integrity, transparency and corporate ethics. All employees, collaborators and



third parties who have any relationship with the RMF, play a crucial role in the RMF's activity, and as such we consider their absolute support and commitment to the organisation's compliance efforts absolutely essential.

Thus, all parties with which the RMF enter into an agreement or contractual relationship must accept and abide by the Code of Ethics and Good Governance of the RMF, committing to a scrupulous adherence to said Code. To that effect, in signing this agreement Don State Technical University pledges its compliance with the RMF Code of Ethics and Good Governance and agrees to run the activity with the utmost integrity, responsibility and transparency and in accordance with the highest ethical standards.

Further to this commitment, the company also adheres to the provisions of Law 10/2010, of the 28th of April, on the Prevention of Money Laundering and Terrorist Financing and the Royal Decree 304/2014, of the 5th of May, approving the Regulations on the Law on the Prevention of Money Laundering and Terrorist Financing; as well as any standards which regulate the highest standards of corporate responsibility and good governance.

Likewise, Don State Technical University pledges to communicate any action, conduct or behaviour of which they become aware and which contravenes the Code of Ethics and Good Governance, via the following link:

https://fundacionrealmadrid.intedyacloud.com/canal_denuncias/

Any breach of the provisions of the RMF Code of Ethics and Good Governance may be just cause for the immediate termination of the contract without any right to compensation.

Furthermore, Don State Technical University guarantees the RMF that:

a) It shall ensure all employees taking part in the activity with minors provide the appropriate certificate from the Central Sex Offenders Register or, where appropriate, their Criminal Record Check, which must be clear of any sexual offenses. The employment of individuals hired to carry out the activity with minors will be subject to the results of said certificates.

b) There is no agreement in place by which an amount has been paid or shall be paid for the execution of this contract, nor has there been the submission, offer or promise of any gifts, donations, courtesies or invitations, directly or indirectly, to any executive, employee or collaborator of the RMF or Real Madrid C.F.

c) Should any executive or employee of Don State Technical University have any knowledge of information concerning the existence of any such payment and/or gift, donation or courtesy, they shall inform the RMF immediately of any related details using the following link:

https://fundacionrealmadrid.intedyacloud.com/canal_denuncias/

d) That neither the Collaborator, nor any of the individuals who have the power to represent it, are involved in criminal proceedings. In the event that during the term of this contract there could be a change in this situation, the Collaborator agrees to communicate this



change to the Foundation, being able to use the following link https://fundacionrealmadrid.intedyacloud.com/canal_denuncias/

THIRTEEN. Confidentiality.

The parties agree not to disclose, exhibit, display, communicate, and/or use the information received from the other party under this Agreement other than for the purposes of carrying out their obligations under this Agreement, 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, other than as required by applicable law.

FOURTEEN. Conflict Resolution.

The parties hereby agree that any litigation, controversy or complaints arising from or related to this Agreement, the interpretation or performance hereof, or the breach, cancellation or nullity hereof will be subject to the Courts of Madrid.

FIFTEEN. Other Provisions.

This Agreement represents the full understanding of the parties regarding the subject matter herein and supersedes any prior understanding whether written or oral.

Should the parties decide to amend any clauses hereof, they must do so by means of annexes or addenda and by mutual agreement in writing.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in duplicate to a single effect at the places and dates first above written.

For the:
DON STATE TECHNICAL
UNIVERSITY

For the:
REAL MADRID FOUNDATION

By: 
Besik Chokhovich Meshki

By: _____
Manuel Redondo Sierra

By: _____
Julio González Ronco