

**OPERATING REGULATIONS AND
INTERNAL REGIME OF THE BUSINESS
CENTRE**

**Approved by the Governing Board on 19
July 2018 and amended on 31 January**

2019

OPERATING REGULATIONS AND INTERNAL REGIME OF THE BUSINESS CENTRE

PREAMBLE

GENERAL PROVISIONS AND GOVERNANCE

Artículo I.- General provisions.

1. General purpose.
2. Specific purposes of the Business Centre.
3. Users.
4. Agreements to be signed by users.
5. Spaces.

Artículo II.- Structure and organisation.

1. Business Centre organisation.
2. Composition of the Business Centre Management Board.
3. Functions of the Business Centre Management Board.
4. Functions of the Business Centre Director.
5. Functions of the manager of each of the Business Centre sites.

Artículo III.- Procedure for user admission.

Artículo IV.- Annual renewal.

Artículo V.- Procedure for user departure.

Artículo VI.- Procedure for extension, reduction or change of a user's spaces.

Artículo VII.- Financial regime

1. Fee for using spaces.
2. Other financial regime considerations.

Artículo VIII.- Transitory regime.

SINGLE REPEALING PROVISION

SOLE FINAL PROVISION

ANNEX I. – REGIME FOR THE SPACE RELEASE AGREEMENT

1. Term of the Assignment.
2. Use.
3. Financial regime.
4. Warranty.
5. Costs, installations and supplies.
6. Implementation project.
7. Works.
8. Insurance.
9. Liability and claims.
10. Licences.
11. Signs and advertising.
12. Other user obligations.
13. Prohibitions.
14. Administration and management.
15. Termination.
16. Jurisdiction

ANNEX II. – SERVICES

1. Basic services (included in the fee)
2. Services at a cost.

ANNEX III. – BUSINESS CENTRE SPACES

1. Montegancedo Business Centre Spaces
2. Campus Sur Business Centre Spaces.
3. Tecno-Getafe Business Centre Spaces.

PREAMBLE

These operating regulations and internal regime of the Business centre put a new instrument into operation to **foster collaboration with the industrial environment and the partnerships of public and private entities that choose to be strategic associates of the UPM in research and innovation and are installed in one of the UPM's Business Centre premises.**

The third mission of the University provides that the transfer of technology and knowledge is one of the key factors in economic and social development in its surroundings. To reinforce this mission, the UPM carries out intensive work on R+D+i activities and actions (research, technological development and innovation) and, specifically, in carrying out international, national and regional projects under direct contracts, or in consortium with other public or private entities.

Until now, exploitation of the UPM's R+D+i results has, preferably, been carried out via the provision of services by carrying out projects under direct contract from businesses, using the licence for patents in the UPM's portfolio, software package registers that are already protected either individually or under co-ownership, know-how, or by co-ownership agreements for exploiting an invention. In all cases, the technology or knowledge generated by the UPM is used for the transfer to the production sector. A separate case that is worth mentioning is the growing trend for the creation of Technology-Based Companies (TBC) in the university environment where, using the aforementioned mechanisms (patents, software, know-how and co-ownership) it is the TBC that sometimes makes this transfer more effective.

During the last few years, the UPM has commenced open innovation programmes that consist in businesses proposing technological challenges so that the university community at the UPM can resolve them. This tool for collaboration between industry and academia is increasingly more established internationally and, in a certain way, runs with the aforementioned provision of services subcontracting. In this innovation model, the businesses propose challenges for UPM in R+D+i ideas and projects to which UPM's researchers respond with proposals that are assessed by the businesses, with one or several finally being funded. Meeting these challenges may involve the use of prior knowledge, whether or not protected by patents that UPM gives the business access to under an agreement and negotiation of the relevant licence. Working on the challenge may involve new joint knowledge that is subject to being exploited. In this case the licence or co-ownership will be negotiated by mutual agreement between the parties. The UPM has some bases for this programme that have been very well received by the businesses. For these reasons, the UPM recognises the value of open innovation models and the impact of the model on the University's third mission. It should be remarked here that bringing the Business and the University together, and vice versa, is a

mutual benefit that nurtures joint research so that transfer mechanisms are much more efficient.

In this context of open innovation, the UPM has chosen a hybrid, proactive strategy towards businesses and the members of the university community that combines a focus on “Technology Push” technology, to help the researcher to manage the research results, with a focus that is mainly on the “Market Pull” market that provides services for marketing the research results with a measurable return and impact for the University, the business world and society.

At the Universidad Politécnica de Madrid the following working units provide transfer services and they come under the Vice-rectorate responsible for Innovation.

1. The **Research Results Transfer Office (RRTO)**, via the Industrial and Intellectual Protection and Public/Private Cooperation Units, University-business chairs, and the Scientific Culture Unit, manages matters of Intellectual Property, patents, software and brand registration, public/private cooperation agreements, University-Business chairs and dissemination of science, amongst others.
2. The **Scientific/Technology Services unit** manages the provision of scientific and technology services used by scientific teams in laboratories, R+D+i centres, Research institutes and research groups. The scientific/technology services enable the research and business structures to access the existing equipment and facilities at the UPM on payment of a fee.
3. The **Open Innovation unit** manages technological challenge programmes provided by the businesses using the UPM solutions and UP4 solutions programmes. In these programmes, the businesses give scientific and technological challenges faced by our society within a university/business cooperation framework. Once the challenge is set, the researchers provide solutions and the business selects one of them, giving funding for it to be carried out.
4. The **research structures unit** manages the Institutes, R+D+i Centres, Mixed Technology Centres, mixed Research Centres and research groups at the UPM.
5. The **Technological Innovation Support Centre (TISC)** covers, amongst others, the business creation programme (actúaupm) and assessment of the research results (2T InnovaTech), and technological monitoring work. The TISC also carries out a technology catalogue, negotiation of the research results licence and use agreements, management and monitoring such agreements and distribution of royalties. The TISC is also the centre for Innovation and Entrepreneurship training activities at the UPM.
6. The **Business Centre**, has spaces to house businesses and living labs on three sites: Montegancedo International Excellence Campus, La Arboleda in Campus Sur, and Tecno-Getafe. It also includes the CONECTAUPM

programme, aimed at establishing links between the public and private entities and UPM's research groups.

UPM Business Centre users, on any of the sites, may be TBC that arise from the UPM, or leading businesses in their working sectors that, innovating using an open innovation model, wish to locate to the UPM spaces so that, amongst others and without restriction, they can carry out activities that provide relevant R+D+i results that contribute to the economic growth of the socio-economic fabric. For this purpose, there are the following aims:

1. To motivate research and the generation of innovative ideas in the Business sector with potential industrial application with the UPM by drawing up joint research projects.
2. To encourage the incubation and acceleration of initiatives by generating Minimum Feasible and Pilot Products that may give way to commercial products, or the creation of new TBC at the UPM.
3. To drive, collaborate and actively take part with the UPM in publishing and disseminating the products and content generated, at academic, public and business level, sponsoring scientific/technological meetings and events, as well as communication and disclosure campaigns on written and digital media.
4. To define training programmes offered to UPM students in industrial fields and domains and approaching and recruiting the students given their potential professional development in the company.
5. To identify and exploit the various options for funding and growth of the collaboration using international, national or regional public and/or private grants that may be available using the cooperation model between the two parties.
6. To propose open innovation projects to the University and technological challenges in the scientific and technological domain of the business taking part in the UPM Solutions and UP4 Solutions programmes.
7. To drive and, in as far as possible, collaborate in technology assessment programmes and the creation of UPM technology-based businesses.
8. To encourage the presence of industrial doctoral students on the Doctoral Programmes of Royal Decree 99/2011 at the UPM.
9. To encourage the creation of university-business chairs.
10. To encourage the creation and operation of living labs in business matters.

You can consult the UPM regulatory framework at (<http://www.upm.es/UPM/NormativaLegislacion>) and specifically, the regulations in relation to Research and Innovation (<http://www.upm.es/UPM/NormativaLegislacion/LegislacionNormativa/NormativaInvestigacion>) are:

- Regulations for technology-based companies and UPM technology services.
- Regulations for the commissioning of public and private entities for the execution of Scientific, Technical or Artistic work and Specialisation Courses.

- Regulations on intellectual property at the UPM.
- Regulations on Research Result Protection.
- Regulations of the Ethics Committee for R+D+i Activities.

The operating regulations and internal regime of the business centre at UPM are implemented in this context.

GENERAL PROVISIONS AND GOVERNANCE

Article I. General Provisions

1. General Purpose

The purpose of these Regulations is to regulate the operation and internal regime of the Business Centre at Universidad Politécnica de Madrid, and the rights and obligations of its users.

The purpose of the Business Centre is to enhance transfer of UPM's technologies and knowledge in a context of open innovation. The Business Centre houses an ecosystem of users and technology-based businesses associated with UPM who choose to be UPM's strategic partners in research and innovation.

2. Specific purposes of the Business Centre.

The specific purposes of the Business Centre are, amongst others, as follows:

1. To facilitate the installation of the new Technology-Based Businesses coming under UPM in the Business Centre, as provided for in UPM's Technology-Based Businesses rules.
2. During their first three years, to encourage the new Technology-Based Businesses coming under the UPM to continue to maintain a close relationship in R+D+i activities with the research structures they come from.
3. To facilitate strategic alliances in research and innovation by pre-existing public and private entities with the UPM and the businesses that are technologically dependent on the UPM, as provided for in UPM's Technology-Based Businesses rules.
4. To house co-working spaces where entrepreneurs share the same physical space to work on their projects.
5. To detect business needs and identify the offer of scientific, technology and consultancy services that the UPM may offer to the businesses located in the Business Centre.
6. To promote educational cooperation with company internships, dual university education and the creation of specialist employment, particularly between the our University's collective of students and graduates, with the businesses located at the Business Centre, or supporting the creation of a spin-off by the collective.
7. To encourage businesses to set open innovation challenges for the UPM.
8. To boost the interrelation of the businesses' activities with the University's research, setting up links between the businesses and the research groups in our Living Labs, Departments, Institutes and R+D+i Centres.
9. To accelerate the development of advanced products and services and their inclusion onto the market using living labs.
10. To encourage the creation of university-business chairs.

3. Users.

Within the general purpose of these regulations, as well as within its specific purposes, Business Centre users may be, amongst others, public and private entities, Business Organisations, Joint Ventures, Technology Platforms, Associations and Foundations and the CLCs of the ICs that:

1. Make proposals for R+D+i collaboration with the University via a public/private partnership that helps the UPM in its third mission in the context of paragraph 2 of this article.
2. Will preferably belong to the business and industrial sectors associated with the UPM's Institutes, R+D+i Centres, Schools and Faculty.

Furthermore, they may be students submitting a Spin-Off proposal to develop technology developed at the UPM may be users.

Potential users of the spaces at the Business Centre will submit a reasoned proposal for that purpose, in accordance with the provisions of article III of these regulations, specifying, amongst others, the purposes of the institutional collaboration with the UPM and the priority R+D+i and educational cooperation activities that will guide the framework for collaboration with the UPM in the context of the university's knowledge transfer mission. The R+D+i collaboration proposal must be detailed and include the specific actions proposed for the first year. The research and innovation work of the UPM's Business Centre users will be assessed, amongst others, by the following:

1. The development of joint research and innovation projects directly funded by the business and by other institutions.
2. The creation of Mixed Technology Centres or Mixed Research Centres at the UPM.
3. Research and innovation contracts.
4. Licensed or co-owned patents.
5. Licensed know-how.
6. The users' use of the scientific and technology services available in the Schools and Faculty and in the Institutes and R+D+i Centres.
7. Consultancy services.
8. University-Business Chairs.
9. Technological alliances.
10. Funding or co-funding of industrial doctorates.
11. Funding or co-funding of end of degree work.
12. Offer of curricular company internships for students.
13. Educational cooperation agreements.
14. Construction of new Living labs.
15. Assignment of teams and infrastructures to the UPM.
16. Construction of new infrastructures at the UPM.

These actions will give rise to indicators enabling assessment of: (i) the contribution of Business Centre users to the UPM; (ii) the result of performance of the targets for transfer to the socio-economic fabric by the public/private

collaborations in the university/business context; and (iii) how the UPM contributes value to the businesses' activity and to society.

4. Agreements to be signed by users.

Users setting themselves up in the Business Centre have to sign the following:

1. The space assignment agreement setting out the relevant fee for the use of the spaces assigned and the basic services they will have access to,
2. An Education Cooperation Agreement to enable and boost student participation in the business' activity, and
3. The relevant agreements depending on the activity that each respective public/private partner justifies in their application.

An annual follow-up will be made of the agreements signed by the users, in accordance with the provisions of article IV of these regulations.

5. Spaces.

The Universidad Politécnica de Madrid Business Centre includes facilities at three sites: Montegancedo International Excellence Campus, Campus Sur and Tecno-Getafe.

Annex III includes the spaces at the three sites making up the Business Centre and their potential uses.

Annex III.1 specifies the Business Centre spaces located in Montegancedo.

The spaces at the Campus Sur and Tecno-Getafe sites will be included later on, in accordance with the provisions of paragraph 1 of article VIII referring to the transitory regime.

Article II. Structure and organisation.

1. Business Centre organisation.

1. The Business Centre is an organisational structure coming under the Vice-Rectorate responsible for innovation.
2. The University will appoint a Business Centre Director who will report directly to the Vice-rector responsible for innovation.
3. The structure of the staff making up the Business Centre is:
 - a) The Business Centre Director, whose duties are set out in Article II.4.
 - b) The Business Centre administrative management unit.
 - c) A manager for each one of the Business Centre sites, whose duties may be taken on directly by the Director.
 - d) The staff in charge of the services provided at each site of the Business Centre.
4. To ensure the Business Centre's smooth operation, a Business Centre Management Board will be set up.

2. Composition of the Business Centre Management Board

The Business Centre Management Board will be made up of:

1. The Vice-rectors responsible for Innovation, Research, Economic Matters and Institutional Relations
2. The University's General Manager
3. The Technological Innovation Support Centre Supervisor
4. A representative from the Board of Trustees
5. The Business Centre Director

The person who may be the specific Delegate of the Rector or Vice-rector may attend for strategies relating to public/private partnerships.

The Vice-rector responsible for Innovation will chair the Business Centre Management Board meetings. The Business Centre Director will act as Secretary.

3. Functions of the Business Centre Management Board

The Business Centre Management Board will have the following duties:

1. Reviewing the level of performance of the Agreements entered into with Business Centre users at each one of the sites and the University.
2. Interacting with the Board of Trustees and analysing the indications provided by the Board of Trustees in its annual report.
3. Studying claims submitted by the users which, due to their difficulty, complexity or financial cost, it has not been possible to resolve at the Business Centre itself and provide appropriate solutions.
4. Assessing the Business Centre's occupation and studying measures enabling its optimisation.
5. Reviewing incidents that may have occurred at the Business Centre since its last meeting.
6. Analysing the overall progress of the Business Centre.

The Business Centre Management Board will meet at least once a year, or on the proposal of at least three members, and will be called by the Vice-rector responsible for Innovation.

The Business Centre Director must deal with the members of the University's Management Board for matters to do with their respective competencies, delegated by the Rector, in accordance with the guidelines set by the Vice-rector responsible for Innovation.

4. Functions of the Business Centre Director.

The Business Centre Director will have the following duties:

1. Managing admission of users who wish to move in to the Business Centre, referring the Research and Innovation planned activities (Article 1.4) to the Vice-rector responsible for Research and Innovation, and the relevant financial documentation to the Vice-rector responsible for Financial Matters.

2. Managing users leaving the Business Centre.
3. Managing extension of the spaces and relocating users already located at the Business Centre.
4. Drawing up proposals for the Vice-rector responsible for innovation and implementing the guidelines set by them.
5. Managing infrastructures, services, budgets and spaces associated with the Business Centre buildings.
6. Coordinating with the University's Services in matters relating to the Business Centre:
 - a. Works Office for matters of works and licences.
 - b. General Matters and Internal Regime Service for matters relating to maintenance, cleaning, physical safety, consumption and other aspects relating to this Service.
 - c. Financial Department for contracts, invoicing and quotes.
 - d. Infrastructure and Innovation Service for IT and communications matters.
 - e. Procurement Service for insurance and contract matters.
 - f. Employment Guidance and Information Centre for educational cooperation agreements with the businesses.
 - g. Any other Service that may be necessary for proper operation of the Business Centre.
7. Studying claims submitted by users and proposing appropriate solutions. All claims submitted in writing must be answered in the same way within a maximum of one month.
8. Directing the administrative management unit, the site managers and the staff in charge of the services provided at the Business Centre and services that may be provided by third parties.
9. As the person responsible for the ConectaUPM initiative, they will coordinate with the Supervisors of the Living Labs located at the Business Centre, the optimisation of the use of its resources and setting up links with other users.
10. Ensuring Business Centre users submit their annual report to the Board of Trustees, and, as appropriate, carrying out the instructions in the Board of Trustees' annual report.
11. Preparing the Business Centre report, which will be sent to the Vice-rector responsible for Innovation for inclusion in the memorandum submitted to the Claustro Universitario, and any other report required.
12. Managing the Centre's user register, which will be accessible via UPM's web site, and keeping it up-to-date.
13. Providing the data required by the Vice-rector responsible for quality, to support UPM's international positioning on the regional, national and international innovation and entrepreneurship rankings.

5. Functions of the manager of each of the Business Centre sites

The managers of each of the Business Centre sites, under the Business Centre Director's management and coordination, will have the following duties:

1. Marketing the spaces intended for users at each site.

2. Dialogue with the users of the site.
3. Managing the services provided to the site users.
4. Managing claims from the site users, reporting to the Business Centre Director, and, if possible, taking the corrective measures needed. Otherwise, the Business Centre Director will manage resolution of the problem with the Vice-rector or General Manager for the matter and, if the difficulty of the case makes it impossible to resolve, will take it to the Business Centre Management Board.
5. Providing the data needed about the businesses at their site so that the necessary reports can be drawn up, the business register updated and the data required may be sent to the various Vice-rectorates.
6. Assisting the Business Centre Director in all matters relating to the Business Centre.

Article III. Procedure for user admission.

1. All candidates for Business Centre users must submit the documentation required by the University to Business Centre Management which, having reviewed it, will, in the event that it fulfils the requirements provided, sent it to the Vice-rector responsible for Innovation and the Vice-rector responsible for Financial Matters.
2. The documentation required will, at the least, include the following administrative information:
 - a. The space assignment agreement,
 - b. Certificates of being up-to-date with their tax and Social Security obligations, issued by the relevant bodies within the 30 days prior to signing the space assignment agreement, and
 - c. The activities document. This document will, amongst other aspect, set out details of the R+D+i activities directly funded by the business (where there are no funds from international, national or regional competitive public calls for tender) and educational cooperation activities fostering participation by UPM students in the business' activity and dual education, etc. The document will include an activities plan for the first year.
 - d. Optionally it may include of other R+D+i activities funded with funds from international, national or regional competitive public calls for tender.
3. Having received a favourable report from the University's Legal Counsel about the space assignment agreement, the Vice-rector responsible for Financial Matters will send all the documentation to the Board of Trustees for its information. The latter will report within a period of one month of receiving the documentation.
4. UPM's Board of Trustees, based on the proposal for collaboration made by the potential users, will analyse the benefits for the University and for Society that justify the use of the University's spaces and public services, or

public services provided to the University by third parties within the law in force at any time, and will issue the relevant report.

5. If the Board of Trustees issues a favourable report on establishment of the user at the Business Centre, the Governing Board will make a final decision on the suitability of the user moving into the Business Centre, or not.
6. The Rector may only sign the space assignment agreement after the favourable report from the Board of Trustees.
7. In accordance with the provisions of annexes I and II, the space assignment agreement will set out the spaces the user may use and the provision of basic and at cost services they will receive from the University.

Article IV. Annual renewal.

On an annual basis, Business Centre users will produce a follow-up report on the activities carried out with the UPM in the field of educational cooperation and in the relevant agreements depending on the activity that each respective public/private partner justifies in their application. The annual follow-up report will be handed to the Business Centre Director who will take it to UPM's Board of Trustees.

In the follow-up report, the user will describe the performance of the activities planned in the previous year qualitatively and quantitatively, and will include planning and quantification of activities with UPM for the following year, which will be formalised by updating the existing agreements or by creating new agreements.

The procedure is set up in two stages:

1. The Vice-rector for Financial Affairs will take the annual follow-up report to the Board of Trustees, which will review the work carried out by the Business Centre USER within the context of the public/private partnership approved for its establishment. It will issue the relevant report to determine whether the user continues at the Business Centre, or not, and for this purpose will evaluate the user's activities carried out and those planned with the UPM for the next year. In the event of a negative report from the Board of Trustees, it will be sent to the user so they may rectify the problems found.
2. If the Board of Trustees' report is favourable, the Vice-rector for Financial Affairs will take the business' annual follow-up report to the Governing Board. The Governing Board will issue the relevant report to decide on whether the user remains at the Business Centre, or not, assessing the activities carried out by the user and those planned with the UPM for the following year for that purpose. In the event that approval is not given by the Governing Board, the Vice-rector for Financial Affairs will send it to the user so that they, for their part, may rectify the problems found.

At any event, receiving a negative annual follow-up report on the USER's activities from the University will give rise to a period of six months for the user to rectify the problems found and deliver the updated annual follow-up report. Once this period ends, the updated annual follow-up report delivered by the business will be reviewed again, following the two stage procedure provided for in this article.

Not submitting the updated annual follow-up report within the deadline set, or the university consolidating a negative assessment, will be grounds for not renewing the space assignment agreement at the end of the current period.

Article V. Procedure for user departure.

1. The grounds for termination of the space assignment agreement are regulated in Article IV and in point 15 of annex I.
2. In the event that the user decides not to renew automatically, or expresses their intention to leave the Business Centre at any other time, they must send a notification in writing to the Business Centre Director in accordance with the provisions of the first point of annex I.

Article VI. Procedure for extension, reduction or change of a user's spaces.

If a user already installed in the Business Centre wishes to extend, reduce or change their space, they should notify the Business Centre Director in writing. The procedure will be the same as for admission, except that the only administrative documentation required will be the certificates of being up-to-date with Social Security and the Tax Office, a brief summary of the activity carried out with the UPM since moving into the Business Centre, and a justification of how the extension, reduction or change to the space affects the R+D+i activities planned between the UPM and the business.

Article VII. Economic Management.

1. Fee for using Spaces:

1. A fee is set for private use of the spaces and provision of the associated services listed in annex II.1. The fee will be set annually in the University's Budget for each one of the Business Centre sites by approving a public price per square metre and associated services. The update to the fee will be applicable when the annual renewal occurs.
2. A fee is established that will be set annually in the University's Budget for use of the co-working area by businesses, with approval of a public price for each workstation used and the services associated with it, in each one of the

Business Centre sites. The update to the fee will be applicable when the annual renewal occurs.

3. The UPM's TBCs will get a reduction on the fee for the spaces and associated services of 50% in the first year of their creation, 30% in the second year and 15% in the third year. From the fourth year onwards, the fee will be the same as for any other business.
4. The UPM's TBCs will get a reduction on the fee for the co-working spaces and associated services of 50% in the first year of their creation, 30% in the second year and 15% in the third year. From the fourth year onwards, they may not be located in the space.
5. Spin-offs initiated by students enrolled at UPM or recent graduates (within the two years immediately following their last enrolment) will benefit from the same discounts and for the same period of time as UPM ETBs.
6. If spaces are assigned to professors, staff from the UPM's foundations, Research Groups, R+D+i Centres, Mixed Technology Centres or Mixed Research Centres at any of the Business Centre sites, they will report to the Board of Trustees annually, in the same way as for space assigned to users and with the same consequences that the Board of Trustees' annual report has for the establishment of Businesses. The fees associated with the Centre/School/Faculty for projects carried out in Business Centre spaces will be wholly on account of the Business Centre fees, as provided for in the current regulations. In the event that the fees for projects carried out in Business Centre spaces are not sufficient to cover the space's general costs, the amount paid must be increased so that it covers these general costs, calculated in accordance with the space occupied.
7. A reduction in the fee may be made depending on the annual, financial or in-kind amounts paid to the University by users with public/private cooperation agreements signed in the context of the University and the Business Centre user. The fee reduction may be made on request from the user with a favourable report from the Board of Trustees on a maximum of 60 m². Above this size, the base price will be invoiced. The amounts to be reduced will be calculated in accordance with the following table of direct financial contributions, or those in kind, or under any other of the user's circumstances at the UPM:

< €150,000/year	Base price
Between €150,000 and €300,000	75% of the base price
Between €300,000 and €500,000	50% of the base price
Between €500,000 and €750,000	25% of the base price
More than €750,000	0

2 Other financial regime considerations

The University will use at least 10% of the income generated from assigning spaces to Business Centre users to improve the facilities and services offered

to users installed in the Business Centre and the building where the Business Centre is located.

The supervisors of the living labs located in Business Centre sites must define the scientific and technological services they will make available to the community and will define the relevant internal prices and public prices for them. Income from fees arising from the use of these services will be distributed in accordance with the current rules and the provisions of these regulations.

Article VIII. Transitory regime.

1. In subsequent sections of annex III, spaces forming a part of the Business Centre and their potential uses will be filled in. The update to annex III will require a favourable report from the Board of Trustees and, afterwards, approval from the Governing Board.
2. Users with space assignment agreements currently in force in the spaces identified in annex III will have up until the renewal of their concession and, at any event, a maximum of one year from the approval of these regulations, or the updates referred to in the first point of this transitory regime, to adapt to the new regulation.
3. Business Centre Management will notify the new regulations to the users and will guide them in the process of change with a follow-up of each one.

SOLE REPEALING PROVISION.

Any provisions of equal or lower rank that contradict the provisions of this regulation are repealed.

SOLE FINAL PROVISION.

These regulations will enter into force the day after they are published in the Universidad Politécnica de Madrid Official Gazette.

ANNEX I

Regime for the space assignment agreement for public or private entities.

1. Term of the assignment.

The term of the assignment of the right of use will be one year, except where there is express approval from the University's Governing Bodies. Once the assignment expiry date arrives, it will be renewed in accordance with the provisions of Article IV of these Regulations. The maximum term, including extensions, may never exceed 30 years, in accordance with Law 3/2001, of 21 June, on Community of Madrid Assets.

During the term of the assignment, the decision by the public or private entity, hereinafter the USER, to withdraw from or waive their right prior to its expiry may be taken at any time. Such withdrawal must be notified to the UPM a minimum of three months in advance. It is understood that, in the case that an eventual waiver or withdrawal occurs with less than three months' advance notice, the USER will be under the obligation to pay the fee for the three months after the date on which advance notice was given.

Prior to termination of the term of the authorisation or, as appropriate, when the USER notifies their decision to withdraw or waiver, they must commence the tasks of moving out and dismantling the equipment installed in the space assigned, so that it is free and available to the UPM on the expiry date.

2. Use.

The PREMISES will solely and exclusively be used for the activities determined in the justification for assignment of the space for the public-private partnership, and within the business' company purpose, that are right and fitting for the university purposes and services. The PREMISES may not be used for any other activity, or any other human resource, machinery or elements introduced or used other than for that activity, unless prior, express written authorisation is given by the UPM for that purpose.

Breach of this obligation will, on its own, be considered to be an automatic cause for termination of the assignment.

3. Financial regime.

The fee set in accordance with the provisions of Article VII.1 of these regulations must be paid monthly in advance, within the first five days of the month, into the account given by the UPM in the space assignment agreement.

The USER must pay the applicable VALUE ADDED TAX at any time on the fee agreed. The tax will also be applied to the percentages set by Law for the various services at a cost, as shown in annex II.2, which may be provided or charged for.

The UPM reserves the right to amend the prices set for the various “Services at a Cost”, as shown in annex II.2, and will give a minimum of 30 days’ notice of any change that may occur in this regard.

In the event of non-payment by a business for three consecutive months, the University will begin the process for immediate termination of the space assignment agreement, as well as the proceedings for payment and surcharge to recover the amounts due. This situation will be accounted for to the Board of Trustees and the Governing Board at their next meeting.

4. Warranty.

On signing the assignment agreement for use of the spaces, the USER must pay UPM a total of two months’ fee, by way of warranty or deposit.

This amount will be subject to covering any possible liabilities incurred by the USER to the UPM for wear and tear caused to the property, non-payment of rent or any other cause arising from the relationship established in the space assignment agreement,

The warranty will be returned to the USER on termination of the space assignment agreement, once the UPM has checked that the property is in a perfect state of conservation and as long as no liability, as expressed in the previous paragraph, has been incurred.

5. Costs, facilities and supplies.

The PREMISES will be assigned with general supplies and existing branches or lines for the supplies available at the property.

The USER shall be responsible for all additional expenses not included in the basic services, as shown in annex II.1, which are incurred at the PREMISES.

The UPM will not have any subsidiary liability of any kind with respect to payment for any services that the USER takes out directly with various supply companies, although it may provide the infrastructure for them.

6. Implementation project.

The USER must supply the University with an implementation project describing the activity it is going to carry out, the equipment it is going to install, requirements for electricity supply and data network, and any other requirement needed to carry out its activity, including the licences or permits needed for its operation and management of the waste it produces. It should also set out the static loads of the equipment to ensure they are in line with the technical features of the property.

The University must approve this project. If it considers that the needs stated exceed the consumption included in the basic services, as shown in annex II, it will notify the USER which must accept the necessary additional costs.

7. Works.

The USER undertakes to carry out at their own expense all maintenance and repairs necessary to keep the PREMISES in good condition.

Furthermore, any other works that the USER wishes to carry out at the PREMISES, which is not strictly maintenance, will be wholly payable by the USER.

Prior to carrying out any works or work, the USER will submit a complete project for the works to the UPM, which must include: plans, descriptive memorandum, specification of the materials, start and end dates and the relevant licences, in the event they are necessary. The UPM may authorise the works as a whole or in part, reject them or set out the conditions it considers appropriate for them to be carried out.

All works that are wished to be carried out will require written authorisation from the UPM and must have all the administrative authorisations and other requirements that may be required legally or by regulations, the responsibility for which will lie with the USER. The USER is responsible for full compliance with as many provisions and conditions as are set by the Public Administrations, the legal system, or third parties for the execution of works. The USER will be under the obligation to pay for the relevant municipal, regional or state licences, taxes or public prices, or payments of any other kind.

The works carried out will remain for the benefit of the property (without compensation of any kind for the USER), unless they can be removed by the USER without any detriment to the property, reinstating the space assigned to the same physical condition that it was in when the space assignment agreement was entered into, at the choice of the UPM. All costs and taxes arising as a result of reinstating the space to its initial condition will be payable by the USER.

8. Insurance.

The USER will undertake to insure all the movable property and tools provided against theft, breakage or fire, civil liability, and for damages that may be caused to members of the university community and third parties, whether to people or their property, with the UPM being exempt from any liability for any act that may, or may not, have been committed or suffered by the USER or third parties for these reasons.

For its part, the UPM will take out damage insurance that covers the building and common facilities. The amount of the premium the UPM must pay for this insurance will be passed on to the USER by the UPM, in proportion to the surface area of the space assigned.

9. Liability and claims.

The USER will assume liability arising from occupation and, therefore, all liabilities for damages caused to people and things that may arise in favour of the UPM and third parties due to the activity carried out, as well as for the installation and operation of the machinery and/or equipment located at the PREMISES.

The UPM will not acquire any kind of liability or commitment to the Business' staff or the interns collaborating with it in any case whatsoever.

10. Licences.

The USER will be under the obligation that the activity it intends to carry out at the PREMISES, as well as the installation and maintenance of the equipment, has, beforehand and at all times, all the permits, licences and authorisations that may be required by law and the regulations. All costs, public prices, taxes, duties, fees and charges payable for carrying out the activity will be exclusively to the account of, and payable by, the USER. At any event, the activity will solely and exclusively be the one authorised by the UPM.

If, after signing the space assignment agreement, the USER has its licence, authorisation or legal or regulatory administrative concession revoked or refused, this will give rise to automatic termination of the assignment, with the USER being under the obligation to reinstate whatever it may have altered at the property to its prior condition, or compensate for the works that must be taken on by the UPM for that purpose.

11. Signs and advertising.

With respect to signs and advertising, the USER will have to request prior consent from the UPM and, at any event, the UPM's guidelines for these purposes will be followed.

Any of the USER's documents mentioning the Universidad Politécnica de Madrid, or intending to use any of its logos, must be expressly authorised by the University beforehand.

12. Other user obligations.

Apart from those provided for in the other articles, USERS will be under the following obligations:

1. At their own cost, conserve and maintain the PREMISES in a good state of use during the entire term of the assignment, and return it to the UPM in the state it was received.
2. Consent to the inspection and repair visits to the PREMISES ordered by the UPM at any time in order to check the use being made of them and their state of conservation. These must be made with a minimum of five days advance notice.
3. Install and maintain, with their technical and financial resources, such special equipment as may be needed to prevent hazardous emissions, whether solid, liquid or gas, to the exterior environment which may be caused by their activity. At any event, the activity being carried out will be subject to the provisions of current legislation on nuisance, unhealthy, harmful and hazardous activities, including Regional and Municipal Ordinances and Edicts.
4. All damages caused to third parties by the removal and treatment of products arising from the activity will be the sole liability of the USER.
5. Fulfil all the technical guarantees for the installation and maintenance of all the equipment installed, apart from the equipment needed for the services provided by the UPM, included in Annex II, which will be the latter's responsibility.
6. Moreover, the USER is under the obligation that the equipment installed and the activity carried out have, at all times, all the legal or regulatory administrative licences and authorisations required.
7. The USER undertakes that the activity carried out, and the installation and operation of the equipment, does not involve any nuisance to the other users of the property and, as appropriate, the rest of the University. In the event that it does, the user will use all the technical resources needed to rectify it appropriately, to the UPM's satisfaction. If, even so, these problems cannot be rectified in a satisfactory manner within a period of two months, they will be considered to be grounds for terminating the assignment.
8. The USER must be up-to-date with their tax and Social Security obligations, for which purpose it will provide certificates issued by the relevant authorities within the 30 days prior to signing the space assignment agreement. In order to put the extension for one year terms in place, the USER must also provide these certificates updated 30 days before the expiry date of the assignment or any of its extensions.
9. The USER must produce a report for admission setting out the specific work it wants to carry out at the Business Centre and the aims of the collaboration it wishes to develop with the UPM as a public/private partnership, in accordance with the provisions of article III of these regulations.
10. On an annual basis, the BUSINESS will produce a follow-up report on the activities carried out with the UPM, regarding educational cooperation and

the relevant agreements depending on the activity justified in its application, in accordance with the provisions of Article IV of the Business Centre Regulations.

11. Provide information for the UPM and Business Centre web sites.

13. Prohibitions.

USERS are particularly prohibited from the following, which will be grounds for termination of the authorisation:

1. Bringing machinery and other items into the PREMISES, and using electric power, which are not in line with the implementation project submitted. For the purposes of checking proper use is being made of the premises, the USER must notify the UPM about the machinery and other items brought into the PREMISES.
2. Allocating and using the PREMISES for purposes other than those cited in these conditions.
3. Assigning the rights and/or obligations acquired under this authorisation, with prior written authorisation from the UPM, even where, in the case of a business, the change occurs as a result of its merger, conversion or division. The USER may also not charge or encumber the property in any way, or set up any right of use or usage in favour of third parties.
4. Carrying out any kind of activity that is not provided for in the justification that gave rise to the assignment of spaces at the Business Centre.

14. Administration and management.

The UPM will administer and manage the communal elements of the building the PREMISES are located in. The USER is under the obligation to comply with the provisions of this authorisation and the Internal Regulations applicable in the building in that respect.

Due to the fact it is a user of the PREMISES, it is mandatory for the USER to ascribe to the basic services included in the space assignment agreement, as shown in annex II, and is under the obligation to contribute to the costs for such services, even if it does not use them.

The USER will provide, and maintain up-to-date, a list of the staff authorised to work at the PREMISES subject to the assignment agreement. This list must, for each person, set out whether or not they can work at night and/or at weekends, if they can ask for keys to the PREMISES, or not, and the registration number of their vehicle, if they want to use the car park.

15. Termination.

The following shall be causes for termination of the authorisation, in addition to the expiry of the period provided for:

1. The bankruptcy, arrangement with creditors, suspension of payments or release and postponement arrangement of the USER.

2. Annulment of the USER's personality.
3. Breach of the agreements in the Space Assignment Agreement regarding the use of the premises, or of the provisions of the implementation project.
4. Lack of prior authorisation in cases of the transfer or change, due to merger, takeover or division of the BUSINESS' legal personality.
5. The USER's waiver of its right
6. The deactivation or disappearance of the public asset the authorisation is granted over.
7. Revocation of the authorisation in the public interest, without the right to compensation under the terms legally provided for.
8. Receiving a negative annual follow-up report on the USER's activities from the University will give rise to a period of six months for the user to rectify the problems found and deliver the updated annual follow-up report. Once this period ends, the updated annual follow-up report delivered by the business will be reviewed again, following the two stage procedure provided for in Article IV of these regulations.
Not submitting the updated annual follow-up report within the deadline set, or the university consolidating a negative assessment, will be grounds for not renewing the space assignment agreement at the end of the current period.
9. Mutual agreement
10. Non-payment of the fee or any other breach of the USER's obligations declared by the UPM.
11. Carrying out activities that are not declared to the UPM in the justification that gave rise to assignment of the spaces.
12. Any other legally established grounds for termination

If any of the cases set out occurs, the authorisation will be terminated and the USER will not have the right to any compensation, apart from such cases where this is legally recognised.

16. Jurisdiction.

In the event of dispute, this will be resolved by submitting to the Courts and Tribunals of Madrid, with express waiver of the jurisdiction that may, as appropriate, correspond to them, for any matter relating to the application, interpretation and performance of that agreed.

ANNEX II

Services provided by the UPM.

II.1. Basic services (included in the fee):

1. Reception
2. Electricity, for the use approved as included, at no extra cost, in the implementation project.
3. Water
4. 24 hour security
5. Basic cleaning in the offices
6. Communal areas cleaning
7. Air conditioning
8. Regarding the network services provided, the provisions of the RedIris Usage and Affiliation Policies apply.
9. Outdoor car parking with controlled access
10. Meeting rooms with a prior booking: 5 hours/week
11. Conference room with a prior booking: one morning or one afternoon per month

II.2. Services at a cost:

1. Telephone
2. Fax
3. Electricity, where it exceeds that approved as included, at no extra cost, in the implementation project, or three-phase current is required.
4. Additional use of the pre-booked meeting room, in accordance with the price shown in the UPM's annual budget, with a limitation on the total number of hours
5. Additional use of the pre-booked conference room, in accordance with the price shown in the UPM's annual budget
6. Use of one covered parking space per business, in accordance with the price shown in the UPM's annual budget
7. Additional use of storage, in accordance with the price shown in the UPM's annual budget
8. The scientific services offered by the UPM, which can be checked at: <http://www.upm.es/Investigacion/innovacion/ServiciosCientificos>
9. Other services that may be offered at the various Centres. (3D printing, Laboratories and cameras, etc)

The University will seek to ensure that the services provided are of the best possible quality. Nevertheless, if any serious interruption to the service occurs, involving a cut of more than six hours between 9 am and 8 pm from Monday to Friday, the USER may request a refund of the proportional part of the monthly fee relating to the service affected and for the time the service is cut off. The USER accepts that this compensation extinguishes any possible liability for the University.

ANNEX III

III.1 Montegancedo Business Centre Spaces

Building 1

• FLOOR 1

- Marie Curie M Room.....	59.82 m ²	Meeting room
- Business centre offices.....	56.76 m ²	Internal offices
- Ramón y Cajal M Room.....	49.56 m ²	Meeting room
- Severo Ochoa M Room.....	37.62 m ²	Meeting room
- Business 10.....	64.20 m ²	Business use
- Business 11.....	65.90 m ²	Business use
- Business 12.....	65.16 m ²	Business use
- Business 13.....	65.10 m ²	Business use
- Business 14.....	64.40 m ²	Business use
- Business 15.....	64.07 m ²	Business use
- Business 16.....	63.40 m ²	Business use
- Business 17.....	62.83 m ²	Business use
- Business 18.....	104.52 m ²	Business use
- Business 19.....	42.43 m ²	Business use

• FLOOR 0

- Conference room.....	153.62 m ²	Meeting room
- Business 1.....	64.20 m ²	Business use
- Business 2.....	65.90 m ²	Business use
- Business 3.....	65.16 m ²	Business use
- Business 4.....	65.10 m ²	Business use
- Business 5.....	64.40 m ²	Business use
- Business 6.....	64.07 m ²	Business use
- Business 7.....	63.40 m ²	Business use
- Business 8.....	62.83 m ²	Business use
- Business 9.....	62.35 m ²	Business use
- Leonardo da Vinci M Room.....	33.60 m ²	Meeting room
- Juan de la Cierva M Room.....	46.86 m ²	Meeting room

• FLOOR -1

- Premises 1.....	39.60 m ²	Business use
- Premises 2.....	25.73 m ²	Business use
- Premises 3.....	161.27 m ²	Business use
-		

• BASEMENT -2

- Store 1	68.95 m ²	Storage
- Store 2	64.20 m ²	Storage
- Store 3	107.44 m ²	Storage
-		

Building 2

- **FLOOR 1**

- CIESP201,64 m².....Teaching use
- Technological Innovation Support Centre Management
Business C. Management
Technological Innovation Support Centre offices and
Business C. Offices.....192.76 mm².....Internal offices

- **FLOOR 0**

- Module 1198.78 m².....Living lab
- Module 2171.14 m².....Living lab
- Module 3 169.85 m² Business use.....
- Module 4 187.30 m².....Business use.....
- Module 5201.64 m² Living lab
- Torre de Quevedo M Room.....34.67 m².....Meeting room

- **FLOOR -1**

- Module 1 198.77 m².....Business use
- Module 2 165.88 m².....Business use
- Module 3 163.88 m².....Business use
- Module 4 179.72 m².....Business use
- Module 5173.54 m².....Innovation office
- Isaac Peral M Room.....34.67 m².....Meeting room

- **FLOOR -2**

- Pre-incubator.....180.24 m².....Co-working
- Room 1 22.84 m².....Storage
- Room 2 68.82 m².....Storage
- Store 1 11.75 m².....Storage
- Store 2 11.50 m².....Storage
- Store 3 11.75 m².....Storage
- Store 4 10.34 m².....Storage
- Store 5 10.56 m².....Storage
- Store 6 11.17 m².....Storage
- Store 7 12.98 m².....Storage

III.2 Campus Sur Business Centre Spaces

III.3 Tecno-Getafe Business Centre Spaces