

De: Félix Carrique Fernández carrique@uma.es
Asunto: informe favorable participación D. José Antonio Ruiz Arias en el contrato vía OTRI con la empresa SOLARGIS
Fecha: 25 de julio de 2018, 11:46
Para: Destinatarios no revelados ;



Estimados compañeros:

Mediante el presente correo se solicita de los miembros del Departamento un informe favorable para la participación del profesor D. José Antonio Ruiz Arias en el Contrato vía OTRI con la empresa SOLARGIS (se adjunta documentación) para la realización de diferentes trabajos en materias relacionadas con la realización de asesoramiento científico-técnico en proyectos relacionados con la producción de datos de radiación solar a partir de imágenes de satélite y modelos físicos, mapas de recurso solar y herramientas de simulación para la planificación, evaluación y predicción de la producción en sistemas basados en energía solar.

La aprobación se solicita mediante la vía de trámite urgente a que se refiere el artículo 11 del Reglamento de Régimen Interno del Dpto. de Física Aplicada I: Artº 11. Para adoptar acuerdos, el Consejo de Departamento deberá estar reunido según lo establecido en este Reglamento. Las decisiones del Consejo de Departamento podrán adoptarse por asentimiento, a propuesta del Director o como resultado de votaciones ordinarias o secretas. Estas últimas se realizarán siempre que se trate de elección de personas o cuando lo solicite cualquier miembro del Consejo de Departamento.

Los asuntos de trámite con carácter urgente podrán ser sometidos a aprobación por la vía de urgencia que consistirá en el envío por escrito a todos los miembros del Consejo de la información a tratar, entendiéndose que si en el plazo de 48 horas no hay notificación en contra, se entenderán aprobados en los términos planteados en la consulta.

Un saludo

F. Carrique



documentacion_completa.pdf

Félix Carrique Fernández
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CONFORMIDAD DEL CONSEJO DE DEPARTAMENTO DE

Física Aplicada I

Vista la propuesta del Convenio / Contrato, que se pretende celebrar entre

JOSE ANTONIO RUIZ ARIAS

y

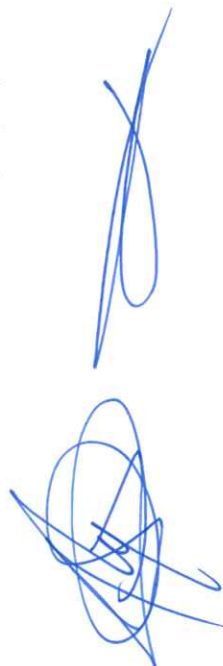
Solargis s.r.o.

y cuyo objeto es

Realización de asesoramiento científico-técnico en proyectos relacionados con la producción de datos de radiación solar a partir de imágenes de satélite y modelos físicos, mapas de recurso solar y herramientas de simulación para la planificación, evaluación y predicción de la producción en sistemas basados en energía solar

este Consejo de Departamento, una vez analizado su contenido y comprobado que la realización del mismo es perfectamente compatible con el cumplimiento de las obligaciones docentes e investigadoras por parte del/los profesor/res participantes, AUTORIZA la celebración de dicho Convenio / Contrato y la participación de los siguientes profesores de este Departamento en el mismo:

JOSE ANTONIO RUIZ ARIAS



Málaga, 27 de julio de 2018

EL DIRECTOR DEL DEPARTAMENTO



Fdo.: Jose Ramón Ramos Barrado

OFICINA DE TRANSFERENCIA DE RESULTADOS DE INVESTIGACIÓN

HOJA DE RECOGIDA DE DATOS DE PROFESORES DE LA UMA
PARTICIPANTES EN CONTRATOS

Referencia OTRI n°:

DATOS PERSONALES:

Apellidos: RUIZ ARIAS	Nombre: JOSE ANTONIO
N.I.F.: 74667382k	Cuerpo docente: Profesor Ayudante Doctor
Departamento:	Física Aplicada I
Área de Conocimiento: FISICA APLICADA	
Código del Grupo de investigación del PAI: TEP220	

DATOS DEL CONTRATO:

Contratante: Solargis s.r.o.	
Actividad: Realización de asesoramientos científico-técnicos en proyectos relacionados con la evaluación de la energía solar y la optimización del rendimiento de las plantas de energía solar	
Fecha de inicio: 01/08/2018	Fecha de término: 31/07/2019
Total horas semanales: 12	Total horas de dedicación 583

El/La profesor/a cuyas circunstancias personales figuran en el encabezamiento, declara bajo su responsabilidad, que las actividades a desarrollar en el Contrato de referencia, no supone impedimento ni menoscabo en el estricto cumplimiento de sus obligaciones docentes e investigadoras en la Universidad de Málaga.

Málaga, 25 de julio de 2018

(Firma del Profesor/a)



D JOSÉ ANTONIO RUIZ ARIAS, con D.N.I. 74667382k, Profesor del Departamento de Física Aplicada I, en relación al contrato a firmar con la empresa Solargis s.r.o., cuyo objeto es la realización de asesoramientos científico-técnicos en proyectos relacionados con la evaluación de la energía solar y la optimización del rendimiento de las plantas de energía solar

DECLARA:

Que Durante la ejecución de los trabajos previstos en este contrato, me comprometo a respetar lo dispuesto en la Ley Orgánica 15/1999, de 13 de diciembre, de Protección de Datos Personales, así como lo establecido en su normativa de desarrollo y en el Reglamento (UE) 2016/679 del Parlamento Europeo y del Consejo, de 27 de abril de 2016, relativo a la protección de las personas físicas en lo que respecta al tratamiento de datos personales y a la libre circulación de estos datos y por el que se deroga la Directiva 95/46/CE, preservando absoluto secreto sobre los datos personales a los que tuviesen acceso en el ámbito de este Contrato y adoptando todas las medidas necesarias, idóneas y/o simplemente convenientes, de tipo técnico y organizativo, que garanticen su seguridad y protección.

Que los trabajos se realizarán en las instalaciones del Departamento de Física Aplicada I, situadas en la Facultad de Ciencias de la Universidad de Málaga, comprometiéndome a cumplir y hacer cumplir al resto del personal participante en este Contrato la Ley de Prevención de Riesgos Laborales (Ley 31/1995, de 8 de noviembre, de Prevención de Riesgos Laborales) y disposiciones legales y reglamentarias que la desarrollen o que las sustituyan.

Que los trabajos que se van a realizar en el marco del contrato se realizan a título personal, al amparo de lo establecido en el artículo 83 de la vigente Ley Orgánica de Universidades, en el ámbito de la excepción de la Ley de Incompatibilidades y en consecuencia, respecto a los contenidos, opiniones, conclusiones o resultados de las actuaciones realizadas, se deja indemne y exenta de cualquier responsabilidad a la Universidad de Málaga cuya actuación se limita, con carácter previo, a verificar y autorizar conforme, al procedimiento y normas universitarias vigentes, la actividad a realizar en el marco legal establecido.

Que la Universidad de Málaga queda exenta de cualquier responsabilidad u obligación que pueda derivarse por el incumplimiento de este Contrato, siendo el encargado de su ejecución el que asume tal responsabilidad.

En Málaga, a 25 julio de 2018

Fdo: José Antonio Ruiz Arias

THIS FRAMEWORK COLLABORATION AGREEMENT NR. 1708-064 (hereinafter the "**Agreement**") establishes terms and conditions that the parties previously discussed.

Between

University of Málaga, registered office in Avda. Cervantes nº 2, ES-29016 Málaga, Spain, VAT registration number ES00Q2918001E, represented by Mr. José Antonio Ruiz Arias, Professor of the Department of Applied Physics I, with legal capacity to execute this contract pursuant to article 83 of the Universities Organic Act and articles 156 and 157 of the Statutes of the University of Málaga, (hereinafter the "**UMA**" or "**SUPPLIER**")

And

Solargis s.r.o., a company incorporated in Slovakia, registered in the Companies Register, District Court Bratislava I, Section Sro, File 62765/B with its registered office at Bratislava 841 07, Milana Marecka 3; the Company VAT registration number SK2022962766. The company is represented by the managing director Mr. Marcel Suri (hereinafter the "**COMPANY**");

are each a "**Party**" and are together referred to as the "**Parties**".

Whereas

- The COMPANY's business is in site qualification, planning, monitoring and forecasting of solar energy systems. Company is the proprietor of *Solargis*, a system that contains databases of satellite derived solar data, meteorological data, maps and simulation tools for planning, performance assessment and forecasting of solar energy systems. Solargis is a registered trademark owned by company Solargis;
- The COMPANY is interested in obtaining the collaboration of Mr. José Antonio Ruiz Arias, at present employee of UMA, to perform a work consisting in research and development activities and scientific advisory in the aforementioned fields,
- Both Parties understand and agree, that all services provided by UMA to Solargis under this Agreement 1708-064 will be executed personally by Mr. José Antonio Ruiz Arias, who acts as a representative of UMA. Mr. José Antonio Ruiz Arias will not by any means neglect his academic duties in the UMA.
- Mr. José Antonio Ruiz Arias, has expertise and knowledge in the above field and agree to execute the present contract pursuant to the following;

1 PURPOSE

- 1.1 The COMPANY awards to the SUPPLIER the development of algorithms, procedures and systems and provision of scientific advisory to Solargis (hereinafter the "**Services**").
- 1.2 The tasks assigned to the SUPPLIER will include:
 - Development of solar models, related data sets and methodologies
 - Development of forecasting models, data sets and methodologies
 - Consulting on solar and meteorological data processing, validation and testing
 - Participation at internal meeting or workshops to discuss interim results, possible contingencies or future development. These meetings may be held at the Solargis premises in Bratislava, Slovakia, the UMA premises, Spain, or any other location agreed by the parties
 - Participation at conferences, workshops, exhibitions and events
 - Contribution to scientific and professional articles
- 1.3 The Parties hereby agree that the terms and methods of carrying out the services or activities

referred to in Art. 1 point 2 of this Agreement above will be determined from time to time but in any case shall be executed to bear in mind the interest of the COMPANY, to act in line with the authorisation or approval or any instruction of the COMPANY.

2 VALIDITY AND TERMINATION OF THIS AGREEMENT

- 2.1 This Agreement is concluded for definite period of one year from **1 August 2018 to 31 July 2019**, and will not automatically be renewed. Agreement can be renewed only by a written amendment signed by both Parties.
- 2.2 Each Party shall be entitled to terminate the Agreement within a 2 (two) month notice period commencing on the first day of the month following the date of the receipt of a written notice by the other Party.

3 OBLIGATIONS OF THE SUPPLIER

- 3.1 It is expressly hereby agreed that the SUPPLIER will carry out the Services as per Art. 1 above with the maximum diligence, with professional care and in accordance with the highest levels of quality, at own risk with his own full responsibility, in a close consultation and cooperation with the COMPANY. The SUPPLIER will supply State-of-the-Art services, and will make it available, on an-on-going-basis.
- 3.2 It is expressly hereby agreed that this Agreement is based on a reciprocal non-exclusivity. This means that the SUPPLIER will not perform its services exclusively for the COMPANY (except of the prohibition of activities and services mentioned in the Art. 3 point 3 of this Agreement) and COMPANY is free to use any consultant to assist or to cooperate with him in professional activities.
- 3.3 It is expressly agreed that the SUPPLIER may not provide either wholly or in part directly or indirectly, any activities mentioned in this Agreement to the competitors of the COMPANY or to any other legal entity with a similar scope of business as COMPANY's business activities, unless with the prior written consent of the COMPANY during the execution of the Agreement.
- 3.4 The SUPPLIER is bound to advise the COMPANY without undue delay of such circumstances important to the COMPANY's decision-making in the field of professional activities that relate to the Services provided by the SUPPLIER.
- 3.5 The SUPPLIER is obliged to keep the documents acquired in relation to his activities according this Agreement for the needs of the COMPANY, and namely for such a period of time such documents may be important for the protection of the COMPANY's interests.
- 3.6 The SUPPLIER undertakes to submit to the COMPANY on a regular basis each calendar month a summary of the Services provided to the COMPANY in the previous calendar month (hereinafter "**Timesheet**"). The SUPPLIER undertakes to submit a summary of the Services under the preceding sentence in writing by email at the latest on the third working day of the calendar month following the calendar month for which the report is being prepared. The COMPANY can express reservations to the Timesheet in writing by e-mail within 5 business days of its submission, after which the Timesheet shall be deemed to have been approved. Submission and approval of the Timesheet is a condition for payment of the invoice (see Art. 5). In the event of non-acceptance of the Timesheet, the Parties shall proceed in accordance with Art. 5 point 5 of the Agreement.
- 3.7 The SUPPLIER undertakes to attend the meetings at the request of the COMPANY at the COMPANY'S premises or different locations in order to provide consultations and services to the extent required by the COMPANY.
- 3.8 In the event of termination of the legal commitment of this Agreement for any reason, the SUPPLIER shall notify the COMPANY of the action that is necessary to take place in order to avoid damage occurring immediately or to eliminate or mitigate the damage incurred.

4 OBLIGATIONS OF THE COMPANY

- 4.1 The COMPANY undertakes to pay to the SUPPLIER a consultancy fee (hereinafter the "Fee") for the Services properly and timely provided under this Agreement and according to the instructions of the COMPANY in the amount and manner specified in Art. 5 below.
- 4.2 The COMPANY undertakes to provide the SUPPLIER all the instructions and information necessary to fulfill the SUPPLIER's obligation under this Agreement within agreed timeframe.

5 FINANCIAL CONDITIONS

- 5.1 The parties agree that a fixed Fee of **EUR 65.00** (Sixty five Euro) per hour of work is payable by the COMPANY for a duly fulfilled obligation to provide Services to the COMPANY under this Agreement based on the submitted Timesheet.
- 5.2 Parties agree that Fee mentioned in Art. 5 point 1 of this Agreement shall cover compensation of the SUPPLIER to fulfil his obligation mentioned in Art. 3 point 3 of this Agreement as well.
- 5.3 Payment within the meaning of Art 5 point 1 above shall be made on the basis of invoices issued by the SUPPLIER to the COMPANY, in accordance with this Agreement and generally binding legal regulations.
- 5.4 The SUPPLIER undertakes to issue an invoice for each calendar month during which he provided Services within the meaning of this Agreement by the 15th calendar day of the month following the calendar month in which the Services were provided by SUPPLIER. The due date of the invoice is 15 days from its delivery to the COMPANY. The COMPANY undertakes to pay the Fee to the SUPPLIER'S account specified in the invoice.
- 5.5 In the event the COMPANY within the time limit referred to in Art. 3 point 6 expresses his reservations to the content of the Timesheet, the SUPPLIER has an additional period of 3 (three) business days to fix it. The COMPANY reserves the right to evaluate the work of the SUPPLIER in terms of the quality and time required to execute it. An invoice issued without the consent of the COMPANY will not be paid.
- 5.6 Reimbursement of expenses: The COMPANY also agrees to reimburse the SUPPLIER for reasonable and customary expenses incurred by the SUPPLIER in connection with the performance of his obligations hereunder for his business trips as well as reasonable business expenses incurred by the SUPPLIER, under the scope of this Agreement, provided that the expenses have been previously authorized or approved, in writing, by COMPANY.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 Each of the Parties expressly hereby guarantees that all the documents, materials, and technological information it will use in execution of the professional services are either of their own exclusive ownership or are such that they have received a specific authorization for their use from the legal owners.
- 6.2 On the other hand, it is expressly agreed that each Party hereby undertakes to guarantee and keep unharmed the counterpart, in relation to any dispute that may be brought by third parties claiming rights over the documents, materials, or technological information used in executing the professional services and activities mentioned in this Agreement.
- 6.3 Within the meaning of section 90 of the Slovak Act no. 185/2015 Coll., the Copyright Act, the COMPANY carries on its behalf the property rights of the author to the *Solargis* computer program, including its online applications. The program and its applications are an employee's work. The SUPPLIER acknowledges that by the provision of services for the development and programming of functional elements of the *Solargis* software, including applications, the property rights of the COMPANY to the the *Solargis* software, including applications remain unaffected.
- 6.4 Should the SUPPLIER's execution of the Services, give rise to the concept, creation or

realization of one or more assets protected by current laws and regulations concerning intellectual property, it is expressly hereby agreed between the Parties that all the property rights and consequent rights for commercial exploitation of such assets will be deemed to be allocated to the COMPANY in original title and without any supplementary charge to its account, it remaining understood, should the circumstance arise, that the SUPPLIER has the right to be acknowledged as its author.

7 PROHIBITION TO SUBCONTRACT

- 7.1 The SUPPLIER shall provide all Services personally and he may not subcontract provision of these Services to the third parties, either wholly or in part, unless with the prior written consent of the COMPANY.

8 OBLIGATIONS OF CONFIDENTIALITY

- 8.1 SUPPLIER may be given or may obtain access to non-public information of the CUSTOMER that the COMPANY considers as confidential, proprietary, or trade secret nature, including, without limitation, non-public intellectual property, financial and operational information, business information, marketing information, technologies, systems, processes, and know-how, in whatever form or media, whether or not marked as confidential (collectively, the "**Confidential Information**"). The SUPPLIER will: (i) maintain the confidentiality of the Confidential Information of the COMPANY using a level of effort that will be no less than that used by the COMPANY to protect its own confidential information; and (ii) not directly or indirectly disclose, copy, distribute, republish or allow any third Party to have access to any Confidential Information of the COMPANY.
- 8.2 The Parties' obligations under this Article will not apply to: (i) information that is or becomes a matter of public knowledge through no fault of or action by SUPPLIER (ii) information that prior to disclosure was rightfully in the possession of the SUPPLIER as a result of disclosure by a third Party under no obligation or restriction of confidentiality, and (iii) information that, subsequent to disclosure, is rightfully obtained by SUPPLIER from a third Party under no obligation or restriction of confidentiality.
- 8.3 Unless otherwise authorised, upon the termination and/or expiration of this Agreement, with respect to the COMPANY's Confidential Information, the SUPPLIER will, at the direction of the COMPANY promptly either: (i) return such Confidential Information and provide certification to the COMPANY that all such Confidential Information has been returned; or (ii) destroy such Confidential Information and provide certification to the COMPANY that all such Confidential Information has been destroyed.
- 8.4 If the SUPPLIER becomes aware of any unauthorised use or disclosure of the Confidential Information of the COMPANY the SUPPLIER will promptly and fully notify the COMPANY of all facts known to the SUPPLIER concerning such unauthorised use or disclosure.

9 COMMUNICATION BETWEEN THE PARTIES

- 9.1 Any official communication between the Parties regarding the content of this Agreement will take place in writing and will be sent by fax or registered letter with advice of receipt to the company offices of the other Party, or to any different address previously notified in writing.
- 9.2 Any information, communication or notification to be exchanged by the Parties shall be transmitted to the following addressees:

For the SUPPLIER:

University of Málaga, Departamento de Física Aplicada, Facultad de Ciencias

Campus de Teatinos s/n, 29071, Málaga, Spain
Contact person: Mr. José Antonio Ruiz Arias
Tel: +34 952 132 040
E-Mail: jararias@uma.es

For the COMPANY:

Solargis s.r.o., Milana Marecka 3, 841 07 Bratislava, Slovakia
Contact person: Mr. Marcel Suri
Tel: +421 2 43 191 708
E-Mail: company@solargis.com

- 9.3 Parties agree that there exists a presumption that each letter sent by post and addressed to the second Party has been delivered on the fifth day from the verifiable sending of the letter and that each faxed letter addressed to the second Party has been delivered the next working day after its sending.

10 ARBITRATION CLAUSE

- 10.1 In cases of dispute, the Parties undertake to seek an amicable solution.
- 10.2 Should it not be possible to reach any settlement between the Parties, any dispute arising from this Agreement, including dispute concerning its effectiveness, interpretation or dissolution shall be solved by the Standing arbitration court, founded by the company Najvyšší rozhodcovský súd a.s., with its registered seat in Bratislava, pursuant to internal regulations of the arbitration court by one arbitrator appointed according to internal regulations of the arbitration court.

11 GENERAL CLAUSES

- 11.1 This Agreement shall be governed by and interpreted in accordance with the legal regulations of the Slovak Republic.
- 11.2 The Parties agree, that in case any part of this Agreement will be for any reason considered invalid or not enforceable, this fact will not influence the validity of other parts of this Agreement and the Parties will consider such invalid or non-performable part of the Agreement for non-existing in the Agreement.
- 11.3 This Agreement shall be deemed to have been concluded on the day it's being signed by both Contractual Parties hereto. Termination of this Agreement shall not prejudice or affect the accrued rights, claims or liabilities of the Parties including those arising from termination.
- 11.4 The expiration of this Agreement does not relieve either Party of any obligations which have accrued under the terms and conditions of this Agreement, inclusive of those terms and conditions which extend beyond the date of termination.
- 11.5 This Agreement can be modified or amended only in written form, which takes effect by its signing by the both Parties.
- 11.6 This Agreement is made in the English language, In case of any discrepancy between Slovak or Spanish translated versions of this Agreement, the English language version shall prevail.
- 11.7 The Parties declare having agreed on the conclusion of this Agreement seriously and freely, their contractual freedom has not been restricted and that the provisions of the Agreement are for them understandable and certain, that they have not signed up this Agreement in oppression or under markedly disadvantageous conditions or by/in mistake, they have read this Agreement, they had understood its contents and they are confirming it with signatures on this Agreement performed with their own hands. The Parties declare that they are entitled to do this transaction in full extent.



11.8 Contract is executed by the duly authorised representatives of Parties in two (2) originals. The Contract comes into effect from the **1 August 2018**.

THE PARTIES TO THIS CONTRACT SHOW THEIR AGREEMENT TO ITS TERMS BY SIGNING BELOW.

THE SUPPLIER
University of Málaga

THE COMPANY
Solargis s.r.o.

Mr. José Antonio Ruiz Arias,
Professor of the Department of Applied Physics I
Málaga, Spain

Marcel Suri, PhD.,
Managing director
Bratislava, Slovakia

