



Telefónica

# **LEGAL BASES OF TUTORIA PROGRAM**

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## 1. INTRODUCTION

Telefónica Open Innovation, S.L.U. (hereinafter, the "**Organization**" or "**TELEFÓNICA**") proposes a global innovation initiative with universities called Open Innovation Campus, , including programs and projects designed by different areas of the Telefónica Group, which propose and present to the university ecosystem challenges of ideation, experimentation, research and development (hereinafter, the "**Challenges**") related to innovation and information technologies.

Within the framework of these initiatives, TELEFÓNICA promotes, with the support of the "Red de Cátedras" promoted by the Telefónica Group, the TUTORIA Program with challenges that respond to real market needs, posed to universities and their students for the realization of scientific-technical development projects, under the figure of Final Degree Projects (TFG), Master's Thesis (TFM) or research works in the context of Doctoral Theses (individually, the "**Work**", or jointly, the "**Works**").

The TUTORIA Program is subject to these legal bases (hereinafter, the "**Bases**"), available on the Open Innovation campus website (hereinafter, the "**Website**").

### 1.1.OBJECTIVES OF TUTORIA

**Real market challenges, presented by professional experts from TELEFÓNICA, which are raised for the development and realization of final degree projects, master's degree or doctoral thesis.**

The TUTORIA program (hereinafter, the "**Program**", "**TUTORIA**" or "**TUTORIA Program**") is conceived as a program integrated by challenges of information technologies, innovation and transformation, aiming to generate a channel of exchange, cooperation and scientific-technological transfer between universities and Telefónica Group companies.

The Challenges posed within the TUTORIA Program are specially designed according to the needs and demands existing in the real market, structured and modulated in each of its annual editions so that they can be incorporated into university academic plans. They are configured as a problem that requires a solution, achievable, always with several alternatives that will depend on the ingenuity, abilities and experience of the students who decide to perform them.

## 2. DESCRIPTION OF THE PROGRAM

The Universities adhered to the TUTORIA program could be interested in participating more actively, coming to propose challenges for new editions, defining and proposing Challenges that fit to their characteristics and academic experience, all with the objective set in the benefit of the training and growth of their students.

In these cases, TELEFÓNICA will make an assessment of the proposals raised from the university and, in the event that they are compatible with the Program and with the business needs of TELEFÓNICA, they will be included and incorporated into TUTORIA.

### 2.1.PARTICIPANTS

The participants of the TUTORÍA Program who accept these Bases (hereinafter, the "**Participants**") may have one of the following roles:

- **Industrial tutors** of the participating companies of the Telefónica Group (hereinafter, the "**Industrial Tutors**").
- **Academic tutors** appointed by the universities that collaborate with TELEFÓNICA (hereinafter, the "**Academic Tutors**"). They will be responsible for the supervision and planning of the applications for the selected Challenges and under the objectives set, in addition to coordinating the execution of the research and development until the final presentation of the Work presented by the Student
- **Students** of the universities that collaborate with TELEFÓNICA (hereinafter, the "**Students**").

### 2.1.1. INDUSTRIAL TUTORS

The Industrial Tutors belong to different areas of the companies of the Telefónica Group adhered to TUTORIA , all of them being experts in the areas of knowledge of the corresponding Challenges and having the task of carrying out the advisory work, support and mentoring of the Students during the different phases of the TUTORIA Program that are defined below. The Industrial Tutors will define the details of the proposed Challenge, the expectations to be met, the type of supervision they expect to carry out and the relevant incentives for it. In addition, they will be in charge of supporting the doubts and questions that arise during the development of the Challenges.

Likewise, the Industrial Tutors expressly consent by the mere fact of participating in the TUTORIA Program that the Organization may use both their name, individually, as well as that of the legal entity to which they belong, and/or their associated images and or logos, by any means and for corporate, advertising and promotional purposes and/or to publicize the TUTORIA Program in any medium or social network of the Organization or any entity of the Telefónica Group, without any territorial or temporal limitation and without generating any remuneration in Tutor's favor.

The Industrial Tutors consent to be photographed and that the Organization can use, reproduce, exhibit and publicly communicate the images and photographs (hereinafter, the "**Images**") or part of them in which they appear as a Participant of a Challenge for the purposes of communication and dissemination of such Challenge.

This authorization is understood to be granted for a wide territorial and temporal scope, so that the Organization may use the Images, or part of them, in all countries of the world without geographical limitation of any kind, for the scope and purposes of communication and dissemination through the Website or other supports, as well as through the main social networks and Internet platforms of that company or companies of the organization or the Telefónica Group. The sole exception and limitation to the authorization are those uses or applications that could violate the right of honor, morality and/or public order, in the terms provided in the applicable legislation.

TELEFÓNICA, through the Industrial Tutors of this Program, is committed to a proactive follow-up and a continuous mentoring of the solution to the Challenge, speeding up and encouraging its development and promoting a bilateral collaboration. This approach pursues obtaining a solution to real market needs, which demonstrates the usability and viability of the development carried out.

In order to make the follow-up as efficient as possible for all parties involved, the Industrial Tutor undertakes to comply with the planning and roadmap stipulated between the Academic Tutor and the Student. In this way, the guidelines will respond to a rhythm and needs accommodated to the Participants, being them able to adapt the progress to different milestones, events and special circumstances that affect the expected rhythm of the Works.

### 2.1.2. ACADEMIC TUTORS

The Academic Tutor belongs to a university adhered to the TUTORIA Program who wishes to mentor the Student who performs the TFM, the TFG or the Doctoral Thesis.

The Academic Tutor is responsible for supervising the execution of the Challenge to verify that the Work is carried out in accordance with the proposed solution and plan.

Likewise, the Academic Tutors expressly consent by the mere fact of participating in the TUTORIA Program that the Organization may use both their name, individually, as well as that of the university to which it belongs by any means and for corporate, advertising, promotional purposes and/or to publicize the TUTORIA Program in any medium or social network of the Organization or any entity of the Telefónica Group without any territorial or temporal limitation, and without any remuneration being generated in their favor.

The Academic Tutors consent to be photographed and that the Organization can use, reproduce, exhibit and publicly communicate the Images or part of them in which they intervene as Participants of a Challenge, for the purposes of communication and diffusion of such Challenge.

This authorization is understood to be granted for a wide territorial and temporal scope, so that the Organization may use the Images, or part of them, in all countries of the world without geographical limitation of any kind, for the scope and purposes of communication and dissemination through the website or the established supports, as well as in the main social networks and Internet platforms of that company or companies of the organization or the Telefónica Group. The sole exception and limitation to the authorization are those uses or applications that could violate the right of honor, morality and/or public order, in the terms provided in the applicable legislation.

### 2.1.3. STUDENTS

The Student will be in charge of carrying out the Challenge in a context defined by the Academic Tutor compatible with the Work. The Student will be responsible for all the phases of development of the Challenge, assuming the achievement of all milestones and the realization of the agreed deliverables. In certain cases, the realization of a Challenge by more than one Student may be allowed as long as it is compatible with the requirements of completion of the Challenge imposed by the university.

Participants allowed to participate must be:

1. Official Bachelor's and Master's Students;
2. Students of universities own master's degrees;
3. Researchers or recent graduates who are part of research groups and are not teaching staff of the university; or
4. PhD doctoral candidates within doctoral programs.

This Program is not aimed at Vocational Training (VET) students or minors.

The Students guarantee under their sole responsibility that the content of the Works submitted and presented for the are original creations and that they do not infringe the rights of third parties, including, without limitation, intellectual or industrial property rights, copyrights, regulations on privacy and publicity, and that the content is not illegal, nor has it been created and/or sent in a way that violates a contractual obligation the Students may have to a third party.

Likewise, the Students expressly consent by the mere fact of participating in the TUTORÍA Program that the Organization may use their name by any means and for corporate, advertising, promotional purposes and/or to publicize the TUTORIA Program and the Research Proposal Selected to the rest of the Students and the general public, in any medium or social network of the Organization or of any entity of the Telefónica Group, without any territorial or temporal limitation and without any remuneration being generated in their favor.

The Student allows to be photographed and that the Organization can use, reproduce, exhibit and publicly communicate the Images or part of them in which he intervenes as a Participant of the TUTORIA Program and with the purpose of their communication and dissemination. Likewise, the Student accepts that the Organization will be the exclusive owner of the resulting Images and all the rights derived from them.

This authorization is understood to be granted for a wide territorial and temporal scope, so that the Organization may use the Images, or part of them, in all countries of the world without geographical limitation of any kind, for the scope and purposes of communication and dissemination through the website or the established supports, as well as in the main social networks and Internet platforms of that company or companies of the organization or the Telefónica Group. The sole exception and limitation to the authorization are those uses or applications that could violate the right of honor, morality and/or public order, in the terms provided in the applicable legislation.

### 2.1.4. SELECTION OF PARTICIPANTS

The group of people responsible for making both the selection of Participants to carry out the Challenges and the final assessment, in order to identify the most meritorious and outstanding Works of this initiative, will be formed by the Industrial and/or Academic Tutors.

### 2.1.5. INCENTIVES

During the execution, TELEFÓNICA offers a series of incentives to carry out the Challenge, which include the following:

- Dissemination in its media, events and conferences of a scientific nature where it will be possible to present together with the Student, the current advances and the progress of the solution to the Challenge.
- Establish a framework of collaboration between the TELEFÓNICA area participating in each Challenge, the Student and the Academic Tutor, which enables a channel that allows further research and development related to the Program.
- Facilitate the use of the facilities, systems and data needed to meet the objectives of the Program.
- Facilitate the generation of business initiatives or spin-offs, offering support to the entrepreneurship and acceleration program of TELEFÓNICA through its Open Innovation area with its Wayra and Open Future initiatives, which will be provided to companies as long as they meet the admission criteria.

The “Red de Cátedras” of TELEFÓNICA provides other series of specific stimuli for the development of this Program that act independently and reinforce the collaborative context of this initiative, especially the provision of scholarships to help the development of Work.

## 2.2. PHASES OF THE TUTORIA PROGRAM

The TUTORIA Program consists of the phases described in the following sections.

These phases take place in the academic period, where each university will be able to adapt the deadlines and dates to its academic plans and interests, so it will be up to each university to decide the dates of participation of its Students. The only condition is that these dates must conclude during the period in which the TUTORIA Program is in force. Additionally, each university may offer several cycles of the TUTORIA Program to its Students in the same year.

### 2.2.1. LAUNCH

This phase begins with the proposal of the Challenges by TELEFÓNICA on its Website.

### 2.2.2. SELECTION

During this phase, the Student, together with his Academic Tutor, selects the Challenge and, together with the assigned Industrial Tutor, prepares the necessary planning.

The Participant accepts that TELEFÓNICA will make the final decisions regarding the Program and selection of the Students. Any Student who has not received any notification within ninety (90) days following the end of the Launch Phase of the TUTORIA edition will be considered as not selected.

### 2.2.3. PLANNING

This phase establishes a period of time for the Student and the Tutors to define the objectives, scope, requirements and morphology of the Challenge, and also to determine the follow-up process, as well as the different milestones.

### 2.2.4. EXECUTION

This phase of TUTORIA occupies the main focus and motivation of this Program and represents the entire process of collaboration, research and development carried out by those involved in the process, both Students and Tutors. This phase must be adapted to the needs and restrictions of all the Participants, but, in short, the recurring meetings, milestones to be met and follow-up events will depend on each specific case and will be stipulated ad hoc.

### 2.2.5. DELIVERIES AND DEFENCE

In this phase the Students deliver and defend the Work before the academic faculty of their university and they will be able to count on the assistance of the Industrial Tutor, if so agreed.

### 2.2.6. EVALUATION

This final phase culminates when the Student delivers the Work together with the relevant deliverables, fulfilling its academic purpose, at which time the responsibility of the Student concludes. After that, the selection jury will be responsible for reviewing and evaluating the solution implemented and developed during the previous phase to select a set of Works to highlight. In this evaluation, the forecasts to be achieved in the solution proposal and the results obtained will be taken into consideration, assessing the monitoring of the results of the Work, as well as the quality of the result obtained. For this, a unique value or criteria will not be used, but TELEFÓNICA will consider several aspects related to technological quality, innovative value, usability, marketability, etc.

## 3. LEGAL CONDITIONS OF PARTICIPATION

### 3.1.1. DATA PROTECTION

Who is responsible for the processing of the Participant's personal data?

The Controller for the processing of the personal data is:

Name: Telefónica Open Innovation, S.L.U.

CIF: B86230562

Address: Ronda de la Comunicación, SN, 28050, Madrid.

E-mail: [oi-campus@telefonica.com](mailto:oi-campus@telefonica.com)

Data Protection Officer: [DPO-telefonicasa@telefonica.com](mailto:DPO-telefonicasa@telefonica.com)

Which data does TELEFÓNICA process about the Participant?

The personal data provided by Participants to TELEFÓNICA when completing the registration form in the Program:

Categories of personal data	Category description
Participants' Data	Name and surname(s) Email Phone Number Information on studies and education Image Job information

How does TELEFÓNICA obtain and where do the personal data come from?

Directly from the Participant when completing the registration form.

For what and why does TELEFÓNICA use the personal data of the Participants?



Participant's data will be processed in order to allow and manage their participation in TUTORIA in the terms provided in these Bases. In particular, in accordance with the data protection applicable legislation in Spain (hereinafter, "**Data Protection Applicable Regulation**"), TELEFÓNICA will process the personal data mentioned above for the following purposes related to the management of the condition of Participants:

Description of the purpose of the processing	Legitimizing bases of the processing
Develop and manage TUTORIA together with the companies involved, including evaluating and selecting the best Works.	Based on the execution of a contract to which the Participant is a party (acceptance of these Bases)
Communication and dissemination of the TUTORIA program on the TELEFÓNICA Website or other media.	Based on the execution of a contract to which the Participant is a party (acceptance of these Bases)
Comply with legal obligations and law enforcement requests.	Based on compliance with the legal obligations applicable to TELEFÓNICA.

In the event that TELEFÓNICA requires the personal data of the Participants for a purpose other than those contained in these Bases, the Participant will be informed in advance and, when necessary, Participant's consent will be collected, providing all the information that is legally required, as well as the purposes intended for such additional processing.

#### How long are personal data retained?

The retention period of the data will be the strictly necessary for the purpose of the processing in accordance with these Bases. In any case, TELEFÓNICA will store them as long as the Participant does not request or cause cancellation and, additionally, for a maximum period of three (3) years from said cancellation in order to meet claims and/or legal obligations.

#### Who has access to the data?

In addition to TELEFÓNICA, the following entities may access to Participant's personal data:

##### **a) Service providers related to TUTORIA:**

These companies process data according to TELEFÓNICA's instructions and allow, among other actions, to operate the technical infrastructure used for the management of TUTORIA, in case it is necessary to access the physical spaces, grant access to some of the features TELEFÓNICA needs to offer TUTORIA, and help protecting and securing the systems and services for the development of TUTORIA.

TELEFÓNICA may also process personal data by subcontracting third party suppliers located in other countries. In such cases, TELEFÓNICA will ensure that the transfer of personal data is carried out in accordance with Data Protection Applicable Regulation and, in particular, with the appropriate contractual, technical and organizational measures.

##### **b) Telefónica Group entities involved in TUTORIA:**

When necessary for the good purpose of TUTORIA and in accordance with the provisions of these Bases, TELEFÓNICA may provide personal data to Telefónica Group companies involved in TUTORIA, as long as this is necessary for the development of TUTORIA. The current companies of the Telefónica Group which the data are shared with and which process such personal data as independent data controllers are:





- Telefónica de España S.A.U.
- Telefónica Móviles España S.A.U.
- Telefónica Soluciones de Informática y de Comunicación de España S.A.U.
- Telefónica Cybersecurity & Cloud Tech S.L.
- Telefónica IoT & Big Data Tech S.L.
- Telefónica Digital, S.L.U.
- Telefónica Broadcast Services S.L.
- TBSC Barcelona Producciones S.L.
- Telefónica Servicios Audiovisuales S.A.

In the event that there are other legal entities involved, these will be incorporated through the modification of these Bases.

#### What are the rights of Participants and how can they control their data?

The Participants have the right to access, rectify and delete their data, as well as to raise their opposition, portability and/or limitation of the processing, in accordance with Data Protection Applicable Regulation.

Participants can exercise all these rights (at any time and free of charge) by sending an email to the following address along with a copy of their identification document: [oi-campus@telefonica.com](mailto:oi-campus@telefonica.com).

Finally, and without prejudice to the possibility of contacting the Data Protection Officer through the address [DPO telefonica@telefonica.com](mailto:DPO_telefonica@telefonica.com), the Participant also has the right to file a complaint with the national supervisory authority on data protection. For these purposes, Participants must contact the Spanish Agency for Data Protection, whose contact details are as follows:

Spanish Data Protection Agency

C / Jorge Juan, 6 - 28001 Madrid

Email: [www.aepd.es](http://www.aepd.es)

#### How does TELEFÓNICA protect the personal data of the Participants?

TELEFÓNICA guarantees the security, secrecy and confidentiality of the data, communications and personal information by adopting the strictest and most robust security measures.

The data provided by the Participant must be correct, truthful and complete, being the Participant responsible for the lack of veracity or accuracy thereof.

### **3.1.2. CONFIDENTIALITY**

All information disclosed by and between the Parties shall be "Confidential Information" for the purposes of the Challenge.

Participant will only use confidential information for the Challenge and will not disclose, publish or disclose Confidential Information to any person or entity. The Organization shall have the right to disclose Confidential Information to its employees, contractors, agents, advisors and affiliated entities, provided that it ensures that such persons or entities have a legal or contractual obligation to maintain the confidentiality of the information.

The limitations set forth herein shall not apply to Confidential Information:

- a) That it is already known by the recipient before receiving it from the disseminator and on which there are no restrictions on use;
- b) That it is publicly available (without any breach by the recipient);

- c) That it is legitimately received by the recipient of a third party who has the right to disclose it;
- d) That it is independently developed by the recipient without the use of any confidential information;
- e) The disclosure of which has been authorized in writing by the discloser; or
- f) That it must be disclosed by requirement of any law or by order of a competent court, stock exchange, regulatory authority, government department or agency. However, prior to such disclosure the recipient shall, to the extent permitted by applicable law, consult with the discloser about the nature and purpose of the proposed disclosure. For the sake of clarity, this exception only applies to this purpose.

All publications or communications, made in any medium, relating to this Program and the Works must be agreed both in their form and their content previously by TELEFÓNICA and must be carried out in such a way that they do not imply a breach of the duty of confidentiality of the Participants. TELEFÓNICA specifically imposes as a restriction that these publications may not use data, mentions, or metrics related to the datasets that the Industrial Tutors have provided to the Students (hereinafter, “**Dataset**”), unless there is a prior authorization from TELEFÓNICA.

### 3.1.3. INTELLECTUAL AND INDUSTRIAL PROPERTY

The Participant authorizes TELEFÓNICA, by the fact of participating in the Challenge and without any additional right, indefinitely, to use in the publications or communications related to the execution of this Program or to the activity of TELEFÓNICA, by any means admitted by law, the information about the Work that is expressly requested for this purpose. It will be presumed, in any case, that the Participant sends its request voluntarily, exonerating TELEFÓNICA from any responsibility otherwise. Likewise, the Organization may refer to the title of the research in these supports.

The Intellectual Property and Industrial Property rights (the term shall include but not be limited to: patents, trademarks, service marks, database rights, registered designs, applications and rights to apply for any of those rights, trade, business and company names, internet domain names and email addresses and service marks, copyrights, database rights, rights in software, know-how, rights in designs and inventions, and technology rights) of each party existing prior to the acceptance of these Bases (hereinafter, “**existing IPRs**”) remain the property of said party. Additionally, eventual developments arising out of the existing IPRs remain the property of the existing IPR’s owner.

Specifically, the parties acknowledge and accept that TELEFÓNICA is the exclusive owner of the intellectual property rights of the Dataset, as well as any reworking of said Dataset or creation derived from it that the Student generates or develops throughout the development of the Challenge.

In the event that the activities developed by the Student generate results subject to protection through any form of intellectual or industrial property, the ownership of the same will correspond to the Student, unless otherwise agreed between the Student and the Organization. Likewise, the management of the protection and exploitation of such results will be carried out by said Student, unless the parties agree otherwise.

The Student grants TELEFÓNICA an exclusive, transferable, royalty-free and/or sub-licensable to any company of the Telefónica Group and/or to any other company owned by them, license, without geographical limitation and for an unlimited period, over the information, deliverables and/or results developed by the Students within the Program frame for its use and promotion in any form.

### 3.1.4. LIABILITY

The Participant acknowledges and accepts that the following activities are forbidden:

- To execute analytics or develop Works that may violate applicable legislation, morality or public order, that may be racist, xenophobic or defamatory or that may in any way affect or cause harm to individuals or groups.

- To execute analytics or develop Works that may violate the intellectual property rights of third parties.
- To execute analytics or develop Works that may violate the regulations on the protection of personal data.
- To use the Dataset for purposes other than participation in the Challenge or its use beyond its duration.
- To publish, transfer, copy, make available or allow access to third parties to the Dataset or to the information, files or databases generated or elaborated from it.
- To store or maintain a digital or physical copy of the Dataset or the information of files or databases generated or elaborated from it, beyond the duration of the development of the challenge. The Participant must delete the Dataset once the Work is complete.
- To manipulate, or combine the Dataset in any way that allows reverse engineering on the Dataset, or that in any way could allow, facilitate, or increase the risk of re-identification of people from the anonymized Dataset.

The Participants will be responsible to TELEFÓNICA for all mediate or immediate damages, direct or indirect, caused or that may be caused by the violation of these Bases.

Likewise, the Participants will be liable to TELEFÓNICA in the event that their participation in this Program infringes the rights of third parties, and will hold harmless and indemnify TELEFÓNICA for all damages caused, including all types of claims, judicial or extrajudicial proceedings, including in all cases fees of lawyers, defense teams and other professionals, due to the lack of compliance with the obligations described above.

In the event that the Participants do not comply with the commitment assumed by the acceptance of these Bases, they will be responsible for the damages caused to TELEFÓNICA and its related parties. Liability shall include any immediate, contingent and future consequences. The commitment assumed in this Bases enters into force as from the date of acceptance of these Bases and will remain in force during the following five (5) years after the termination of TUTORIA.

## 4. FINAL CONSIDERATIONS

TELEFÓNICA reserves the right to automatically terminate the participation of any Participant who alters or disables the proper functioning and the normal and regulatory course of the Program, performs improper practices for advantages with fraudulent means, such as the use of privileged information, improper manipulations, etc., and/or breaches the obligations established herein.

These Bases may be modified, interrupted, deactivated and/or canceled for any reason, in which case the Organization will communicate it to the Participants and without this generating any right of claim or compensation. The Organization reserves the right to declare any and all of the benefits exposed void. The Organization will not be responsible for any type of expense for its participation in the Challenges except those expressly included in these Bases. The foregoing, without prejudice of the Organization collaborating with the Participants for the conclusion of their Work in progress.

In case of conflict between the provisions of these Bases in English with the content of the bases in Spanish, the provisions of the bases in Spanish will prevail.

For the interpretation and fulfillment of these Bases, TELEFÓNICA and the Participants who have requested the participation and execution of the Challenges, will submit to the laws of Spain.

Any dispute arising from the interpretation, breach or execution of the Bases will be submitted to the jurisdiction of the Courts of the City of Madrid.

*Date of publication: March 2023*