RESEARCH (AND DEVELOPMENT) AGREEMENT BETWEEN FUNDACIÓ IISPV AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FOR THE PROJECT \_\_\_\_\_\_\_\_\_\_\_\_

**By and Between**

**Fundació Institut d’Investigació Sanitària Pere Virgili** (hereinafter called **IISPV Foundation**), with tax ID number CIF G43814045, and registered address in Tarragona, carrer de l’Escorxador, s/n, represented by David Martín Frígols, manager, with DNI 39689214-T.

**[Company]** (hereinafter referred to as the “**Company**”),with tax identification number ............., and registered offices at ............., duly represented by Mr/Ms ............., with ID number ............., [title].

IISPV and the Company shall be jointly referred to as the “**Parties**”.

Dr. ............. (Hereinafter, the “**Researcher**”), Professor at Department/Research Group ............. at IISPV, also appears at the signature of this document.

The Parties hereby acknowledge their legal capacity to execute this document.

**Recitals**

1. That the IISPV is a Foundation created within the framework of an agreement of scientific and institutional collaboration between the ICS Camp of Tarragona (Hospital Universitari de Tarragona Joan XXIII, Atenció Primària del Campo of Tarragona), ICS Terres de l'Ebre (Hospital de Tortosa Verge de la Cinta, Atenció Primària Terres de l'Ebre), Sant Joan de Reus University Hospital, Institut Pere Mata and Universitat Rovira i Virgili to coordinate health and biomedical research and research training in the regions of Camp de Tarragona and Terres de l'Ebre.
2. Under the bylaws of IISPV Foundation, which are approved in December 2010, under Article 5, one of the aims of the IISPV Foundation is "to promote, develop and manage both health research and research training in fields of biomedicine and health, primarily in the area of Tarragona and Terres de l'Ebre".
3. IISPV is a research center in Catalonia, identified as a CERCA center, subject to the application of the legal regime established in chapter IV of Title II of Law 7/2011, Additional Provision Eight of this Law, and other regulations specific that the Generalitat de Catalunya dictates in terms of research.
4. The Company focuses its activities in the sector ............. and is interested in developing a research (and development) project with the collaboration of the Researcher.
5. The Researcher has the knowledge described in the Report enclosed as Annex 1 to this agreement and a proven experience in the working area of interest to the Company.

**Now Therefore**, the Parties agree as follows:

1. Purpose of the Agreement
2. The purpose of this Agreement is the performance by the Researcher of the research (and development) project under the name ............. (Hereinafter the “Project”), at the request of the Company.
3. Acceptance of the Project
4. The Company and the Researcher agree to perform the Project by the Project Report (Annex 1) and other annexes that may be attached as an essential part of the agreement.
5. The Researcher agrees to perform the Project abiding by the ethical rules that IISPV has established to carry out any proposed technology transfer or services agreement.
6. Term
7. The expected deadline to complete the Project will be ............. months/years, counted from the date of signature of this agreement. It may be extended up to a maximum of ............. months, by mutual agreement in writing. In such a case, the Parties shall sign an extension before the termination of this agreement.
8. Contact information related to the Project

Any notice, request, or communication between Parties under this agreement will be sent to the following addresses:

**If to the Company: If to IISPV:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| For scientific-technical matters: | |  | For scientific-technical matters: | |
| Attn.:  Address  E-mail  Phone |  |  | Attn.:  Address  E-mail  Phone |  |
| Other Communications: | |  | Other Communications: | |
| Attn.:  Address  E-mail  Phone |  |  | Attn.:  Address  E-mail  Phone |  |
| *For financial matters:* | |  | *For financial matters:* | |
| Attn.:  Address  E-mail  Phone |  |  | Attn.:  Address  E-mail  Phone | Elisabet Serralvo  Avda. Josep Laporte, 2 Planta 0 - E2 color taronja  43204 Reus (Tarragona)  [elisabet.serralvo@iispv.cat](mailto:elisabet.serralvo@iispv.cat)  977 758 928 |

1. Collaboration by IISPV

To perform the Project described in Annex 1, IISPV will develop the following activities:

a) Provide the “cash desk service”, which involves billing and collecting the amounts to be paid by the Company and making the payments required by the accomplishment of the tasks provided under this agreement. Payments by IISPV will be made upon approval of the Researcher and provided that the Company had made the relevant payments. IISPV shall withhold tax at the applicable rates in its invoices.

b) Keep the accounting records, which will reflect the economic situation of the Project covered by this agreement and provide regular information to the Researcher.

c) Provide the Researcher with the administrative resources reasonably necessary to enable him to carry out the Project and any other support that may be requested to comply with this agreement, provided that the required research can be developed with the normal means of the IISPV.

d) In general, those obligations outlined in the agreement by which IISPV entrusts the management of IISPV’s transfer agreements to the IISPV.

1. Reports
2. The Researcher will provide the Company with the reports as detailed in Annex 1 and will regularly inform the Company of the progress of the works of the Project he is responsible for.
3. Once the Project is completed, the Researcher will issue a final report containing the conclusions arising from the works.
4. For this purpose, the Results and conclusions are opinions and of the sole responsibility of the Researcher and do not necessarily represent the opinion of IISPV.
5. Retribution

In retribution for the development of the Project, the Company shall pay a total amount of \_\_\_\_\_\_\_\_\_\_ Eur (\_\_\_\_\_\_\_\_Eur (in letters)), payable according to the following:

1. A first payment of Eur \_\_ (in numbers), (\_\_\_\_\_\_\_\_Eur (in letters)), equal to the \_\_\_% of the total amount, payable at the signing of this agreement.
2. A second payment of Eur \_\_ (in numbers), (\_\_\_\_\_\_\_\_Eur (in letters)), equal to the \_\_\_% of the total amount, payable upon \_\_\_\_\_\_\_\_\_\_.
3. A third and final payment of Eur \_\_ (in numbers), (\_\_\_\_\_\_\_\_Eur (in letters)), equal to the \_\_\_% of the total amount, payable upon the delivery of the final report of the Project.

The above-mentioned amounts should be increased with VAT.

1. Payment

The payment of the mentioned amounts shall be made to the bank account no. ES79 2100 2872 9302 1,008 6955 (SWIFT code: CAIXESBBXX) at Caixabank S.A., in the name of FUNDACIO IISPV, within thirty (30) days from the invoice date.

1. Confidentiality of information and results

Each Party agrees not to disclose any scientific or technical information belonging to the other Party to which the other party could have had access in the development of the Project provided under this Agreement.

This obligation shall not apply to the information that:

1. Can be demonstrated to have been known by the other part prior to execution of this Agreement.
2. Can be demonstrated to have been in the public domain or legitimately comes into the public domain through no fault of the other part.
3. The recipient party obtains prior written authorization for its disclosure, in the terms set out in clause 10.
4. Is required to be disclosed according to law or court order.

The Researcher undertakes to inform and ensure the compliance of the confidentiality agreement set out in this clause by all the staff that participates in the Project.

The Company authorizes the IISPV to disclose information on the signing of this agreement, which may include its: title, content, amount, and term of performance.

This clause will remain in force for 10 years from the signature of the agreement.

The Company declares that the data and information that it provides are either of its property or not subject to any industrial or business secret.

1. Dissemination
2. Each party shall notify in advance and in writing to the other party its interest to publish or disclose to any third party a Result, in whole or in part, obtained during the development and implementation of the Project, and by any means or support, and to these effects shall require prior written authorization of the other party for the publication or disclosure to third parties.
3. The other party shall respond within the following thirty (30) days upon reception, and notify the authorization, reservations, or disagreement on the information contained in the publication.
4. The lack of any reply from the other party in such period shall be deemed as a tacit authorization for dissemination.
5. Any publication or disclosure to third parties of information considered confidential for this agreement shall respect in all cases, the right of authors or inventors to be acknowledged as such.
6. In all cases of dissemination of Results, it shall always include a special mention of this Agreement.
7. Communication

**Note: chose one paragraph and delete the other two**

The Company undertakes not to use the name of the IISPV in any public disclosure of the results or conclusions of the project.

Should the Company wish to use the name of the IISPV in any public disclosure of the results or conclusions of the project, the company will inform the IISPV Foundation with sufficient notice. The vice-rectorate of the IISPV which is responsible for transfer will, in mutual agreement with the company, verify the contents and the form of the public disclosure and the time when this is to take place.

The Company must seek prior permission from the IISPV Foundation should the company wish to use the name of the IISPV, including its logo and corporate image, in any systematic and repeated public disclosure of the results or conclusions of the project. Should this be the case, and with the prior authorization of the Research and Transfer Commission, a specific agreement will be signed which will regulate both the scope of the authorization of the public disclosure and the benefits which result from it.

1. Results of the Project

Results of the Project will mean the information or material, protected or not, that has been identified as a result in the reports delivered to the Company according to clause six and obtained in the development of the Project provided under this Agreement.

*Note: chose one option and delete the other two*

**OPTION 1. OWNERSHIP OF IISPV**

1. Ownership of industrial and intellectual property rights over the Results of the Project and its exploitation.

*Background*. Each party will remain the owner of the knowledge owned before to the initiation of the Project, as described in Annex 1 (hereinafter “Background Info”). Such knowledge shall not be deemed as assigned or transferred in any manner from the owner to the other party under this Agreement.

The industrial and intellectual property rights derived from the Results of the Project shall belong to IISPV. If the Results of the Project can be protected by industrial and intellectual property rights, IISPV may, where appropriate, file the corresponding applications before the competent authorities, indicating as authors and inventors the researchers who have developed the Project.

The Parties undertake to carry out the appropriate procedures and sign all public or private documents that are necessary to obtain the adequate legal protection of the Results of the Project.

1. Protection and defence of the Results of the Project

IISPV will assume the management of the procedures required for the adequate protection of the industrial and intellectual property rights arisen from the Project, and its maintenance. Moreover, IISPV will be responsible for the defence, if deemed appropriate, of the industrial and intellectual property rights over the Results of the Project in case of violation by a third party and may take the lead in the defence of the aforementioned rights.

In the event of licensing of the Results of the Project to the Company, the protection and defence of the before mentioned Results may be regulated in the license agreement, in which case the provisions of the license agreement it shall prevail in all cases over this clause.

The parties mutually agree to inform themselves, quickly and efficiently, of any breach, or founded fear of infringement of intellectual and industrial property rights of the Project, as well as the existence or founded fear of existence of any action brought by third parties against any of the parties on or arisen from the Project.

1. Exploitation of the Results of the Project and regulation of the royalties

The Company may exploit the Results of the Project, provided that a specific license agreement is established and that the terms and conditions of the exploitation and the appropriate royalties for IISPV are considered. Such royalties shall consider both the intellectual and economic contribution of each of the parties that collaborate in the Project.

However, the Company undertakes to effectively exploit the Results of the Project to ensure the dissemination of such Results for the benefit of the society.

**OPTION 2. JOINT OWNERSHIP BETWEEN IISPV AND THE COMPANY**

1. Ownership of industrial and intellectual property rights over the Results of the Project and its exploitation

*Background*. Each party will remain the owner of the knowledge owned before the initiation of the Project, as described in Annex 1 (hereinafter “Background Info”). Such knowledge shall not be deemed as assigned or transferred in any manner from the owner to the other party under this Agreement.

The industrial and intellectual property rights derived from the Results of the Project shall belong to the Parties by the following: [x], in accordance with the respective contribution of each Party.

If the Results of the Project can be protected by industrial and intellectual property rights, the Parties may, where appropriate, file the corresponding applications before the competent authorities, indicating as authors and inventors the researchers who have developed the Project.

However, the Company shall respect the moral rights of the Researchers of IISPV to appear as authors or inventors of the Results of the Project.

The Parties undertake to carry out the appropriate procedures and sign all public or private documents that are necessary to obtain the adequate legal protection of the Results of the Project.

1. Protection and defense of the Results of the Project

If either Party has an interest in patenting the Results of the Project (hereinafter, “Patent”), in part or whole, at national and/or international level (including, where appropriate, international extensions of the Patent), it shall notify the other Party, which shall have a period of six (6) months to proceed with the application for the Patent on behalf of both entities. The Company shall assume the costs of protection of the Results of the Project, as will be responsible for the exploitation of Results of the Project, unless it is not interested in such protection.

Should the Company not notify its interest in the Patent or its extension or has not started the procedure in the mentioned period of six (6) months, IISPV will be entitled to a patent on his name the Results of the Project at national and/or international level (and/or extend the Patent internationally), as appropriate, assuming the related costs and management of the procedure and maintenance of the Patent or any eventual extension. In this case, IISPV will be the holder of that Patent title, and may freely exploit it exclusively in the territory that is protected in the aforementioned Patent or extension, forcing the Company to sign all appropriate documentation before the relevant national and international authorities.

The parties mutually agree to inform themselves, quickly and efficiently, of any breach, or founded fear, of infringement of intellectual and industrial property rights of the Project, as well as the existence, or founded fear, of the existence of any action brought by third parties against any party derived from the Project.

If the Company is responsible for the exploitation of Results of the Project, it will be responsible for the protection of industrial and intellectual property rights of the Project in case of violation by a third party and shall take the lead in defending the referred rights. The costs derived from this defense will be assumed by the Company. However, IISPV reserves the right to assume the defense at any time after prior notice in writing to the Company. In this latter case, the expenses incurred by IISPV in the defense on the Results of the Project will also be assumed by the Company up to a limit of [...].

1. Exploitation of the Results of the Project and Royalties

Unless otherwise stated, and by with the provisions of this agreement, the Company may exploit the Results of the Project on an exclusive basis, provided that a specific license agreement is established and that the terms and conditions of the exploitation and the appropriate royalties for IISPV are considered. Such royalties shall take into account both the intellectual and economic contribution of each of the parties that collaborate in the Project.

However, the Company undertakes to effectively exploit the Results of the Project to ensure the dissemination of such Results for the benefit of the society.

**OPTION 3. OWNERSHIP OF THE COMPANY.**

1. Ownership of the industrial and intellectual property rights of the Project and exploitation.

*Background*. Each party will remain the owner of the knowledge owned before the initiation of the Project, as described in Annex 1 (hereinafter “Background Info”). Such knowledge shall not be deemed as assigned or transferred in any manner from the owner to the other party under this Agreement.

The industrial and intellectual property rights derived from the Results of the Project shall belong to the Company.

However, the Company shall respect the moral rights of the Researchers of IISPV to appear as authors or inventors of the Results of the Project.

The Parties undertake to carry out the appropriate procedures and sign all public or private documents that are necessary to obtain the adequate legal protection of the Results of the Project.

1. Exploitation of Project Results and regulation of royalties

The Company may exploit the Results of the Project on an exclusive basis, in its capacity as owner of the aforementioned Results. For this purpose, in addition to the consideration provided in this agreement, the parties shall establish in a separate agreement the royalties payable to IISPV.

However, the Company undertakes to effectively exploit the Results of the Project to ensure the dissemination of such Results for the benefit of the society.

1. Continuation of Research Activities

IISPV shall have a non-transferable right of use of the Results of the Project for teaching and research activities (i.e.: not c commercialization), provided that such use is in continuation of its teaching and research activities and that in any case complies with the agreed confidentiality commitments and does not damage the rights of the Company arising from this agreement.

1. Amendments to this agreement

The Parties can amend this document at any time by mutual and written agreement.

1. Termination of the agreement
2. Termination of the agreement

This agreement may be terminated for any of the following reasons:

a) By mutual agreement between the Parties.

The technicians in charge of the Project shall communicate in writing to the IISPV their intention to proceed with the termination of the Agreement.

b) Force majeure

If any of the parties were required to terminate this Agreement, this shall be duly notified to the other party.

c) Breach

When one party considers that the other Party is in breach of the commitments made in this Agreement, it will duly notify the other Party indicating the causes of the breach. The other party will have 30 days to rectify the breach of the obligations, counting from the date of the notification.

If for reasons attributable to the Researcher, the Project entrusted to the Company is not performed, once the Researcher has been notified of the causes and circumstances, the Company may terminate the Agreement and shall be entitled to the reimbursement, within a period not exceeding one month, of the amount paid out, and that has not been spent or committed. If the Company wishes to use the Results obtained, it will conduct an assessment of the work performed the Company, against the price of this assessment, will receive a report from the Researcher, which may be used freely, provided to respect the policies set out in Clause 9 of this Agreement.

Likewise, if the Company intends to unilaterally terminate the agreement before the deadline, it shall communicate this intention and its causes to the IISPV and shall have to pay for the work done, plus all expenses that the IISPV has made or has committed to developing the Project. The Company, having paid the amount to the IISPV for these items, will be able to use the information contained in the delivered reports under the conditions set out in this Agreement.

Regardless of the cause or reason for the termination of the Agreement, and the initiating Party, the industrial and intellectual property rights of the Project will indefinitely continue valid, and the clauses related to the publication of the Results of the Project and the confidentiality obligation will remain enforceable.

Additionally, and notwithstanding the foregoing, if the termination of the Agreement is due to lack of payment by the Company of the remuneration referred to in section seven in the specified time, IISPV will hold the ownership and exploitation rights for any Result of the Project, without obligation to return any amount, committing the Company to sign any documents necessary for the effective transfer of the ownership of the mentioned rights.

1. Law on Personal Data Protection

Under the provisions of Spanish Law 15/1999, for the Protection of Personal Data (LOPD), it is reported to the parties of this contract that the personal data provided for its fulfillment, are confidential and are part of the files owned by the IISPV. Such personal data will be used, even by electronic means, to improve the management and service of this contract as well as to provide the parties with information on the activities and services of the IISPV that may be of interest and to retain their relationship. The parties may exercise their rights of access, rectification, cancellation, and, where appropriate, opposition (ARCO rights), sending a letter accompanied by a copy of the ID to the email address [pd@iispv.cat](mailto:pd@iispv.cat).

Unless the parties do not express the opposite within 30 days, it is assumed that the data provided have not been modified. The parties are committed to notifying any variation of these data to the IISPV.

1. Law 26/2015 (amendment) for the legal protection of children

**Note: chose one option and delete the other one**

The Parties declare that in the performance of the project there are no activities involving regular contact with minors.

The Parties declare that in the performance of the project there are activities that will involve regular contact with children. Therefore, by the provisions of article 13 of Spanish Law 1/1996 for the Legal Protection of Children, amended by Article 8 of Law 26/2015, the Researcher is committed to identifying all researchers, fellows, or partners who will develop work with children. Before starting the project, all persons identified must provide the negative certification of the Central Sex Offender Registry.

1. The Company and the IISPV Governing Law and Jurisdiction
2. This Agreement is private and shall be governed by the laws of Spain.
3. The Company and the IISPV commit to amicably resolve any disagreement that may arise in the development of this Agreement.
4. To resolve any dispute or controversy about this Agreement, the Parties agree to submit to the institutional arbitration of the Arbitration Tribunal of Tarragona, of the Tarragona Association for Arbitration, which is entrusted to appoint the arbitrator or arbitrators and manage the arbitration, and both Parties commit to obey with the award. The award and its registration shall be carried out in the city of Tarragona.
5. **In Witness Whereof,** the Parties agree to sign this Agreement in two copies in Tarragona and on the specified Effective Date.

|  |  |  |
| --- | --- | --- |
| Tarragona, the xx of xxxxxxxxxx of 202x |  |  |
| **Fundació IISPV**  Joan Vendrell Ortega  Director |  | **[Company]**  [Name]  [Title] |

|  |  |
| --- | --- |
|  |  |
| PhD. .............  Project Managing Researcher |  |

**ANNEX 1 – SCIENTIFIC AND TECHNICAL REPORT OF THE PROJECT XXXXXXXXXXXX**

1. DESCRIPTION OF THE PROJECT
2. BACKGROUND AND EXPECTED RESULTS
3. EXPERIENCE / EXPERTISE OF THE RESEARCH GROUP
4. PREVIOUS KNOWLEDGE NOT SUBJECT TO ASSIGNMENT
5. GOAL AND PURPOSE OF THE PROJECT
6. TECHNICAL DESCRIPTION OF THE PROJECT
   * 1. Basic description.
     2. Methodology and working plan.
        1. Specific objectives.
        2. Responsibilities.
        3. Target and results to achieve.
7. PLANNING OF THE PROJECT

TEMPORAL DISTRIBUTION OF THE WORKS (CHRONOGRAM)

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Work | Personnel | Month | | | | | | | | | | | |
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1. PROJECT
2. BUDGET. HUMAN RESOURCES AND NECESSARY MATERIALS

HUMAN RESOURCES ALLOCATED TO THE

1. EVALUATION OF THE PROJECT: (REPORTS DELIVERY, DOCUMENTATION, SOFTWARE)

Final Report.

1. MEANS AND RISK ANALYSIS (OPTIONAL)

**ANNEX 2. CONFIDENTIALITY AGREEMENT**

According to Clause Nr. 9 about the confidentiality of the information and results contained in the agreement between the Company and IISPV Foundation for the project under the title “xxxxxxxxxx”, (hereinafter referred to as “the Project”),

The undersigned hereby undertakes to:

1. Treat as strictly confidential all technical, commercial, or of other nature obtained because of the execution of this Project.
2. Not to disclose, in whole, or in part, by written or by word or any other form information of any kind on the Project to any person or entity, company, partnership, corporation or subsidiary outside the workgroup.

This commitment is understood in the broadest sense and therefore includes all the information to which we can access for the execution of the Project.

Tarragona, .... of.... ... 202\_

Name: Name:

ID: ID:

Signature: Signature: