**AGREEMENT BETWEEN ……………**

**AND UNIVERSIDAD COMPLUTENSE DE MADRID (UCM)**

 **In Madrid, MM/DD/YYYY**

**B E T W E E N:**

 Of the one part, Mr/Ms .................., Director of ............... (the Company), with ID no. ……........ and with address at ............................. Company Tax ID (CIF) ............ through a power of attorney granted on ...................... by ……............. (*a copy of the power of attorney must be provided*).

Of the other part, **Ms Lucía de Juan Ferré**, with Spanish ID (DNI) no.53000388Q, Vice-Rector for Research and Transfer of UCM (the University), appointed by Rector's Decree 31/2023, of 28 June, and by virtue of the provisions of Article 66.2 of Decree 32/2017, of 21 March, of the Regional Government of Madrid, approving the Articles of Association of UCM (BOCM, official UCM bulletin, no. 71, of 24 March). In addition to the powers delegated to her by Rectoral Decree 28/2023, of 28 June, on the establishment of the Vice-Rectorates of UCM, the delegation of powers and various organisational matters (BOCM, official UCM bulletin, no. 162, 1o July), with Spanish Tax ID (NIF) Q-2818014-I and with address at Avenida de Séneca 2, 28040 Madrid.

**RECITALS:**

 1. The Company is interested in the development of ……………....., to be carried out by the University.

 2. The University, through its Department/Group/Institute/Researcher .................., having the necessary knowledge and proven experience, is prepared to fulfill for the Company the research in which it is interested.

 Accordingly, both parties, recognising their full capacity, wish to enter into this Agreement provided for in Article 60 of the University System Law, of 22 March, 2023 (LOSU), which regulates the collaboration of University Professors in scientific work and projects, and in Articles 175, 176, 177 and 178 of the UCM Articles of Association, approved by Decree 32/2017, of 21 March, of the Regional Government of Madrid,

**AGREE:**

**ONE. OBLIGATION OF THE RESEARCH TEAM**

 The Research Team undertakes to carry out the Research project for the Company under the terms expressed in the clauses included in this Agreement.

**TWO. DEFINITION OF THE RESEARCH**

(To define in Addendum or include here)

**THREE. TERM FOR THE PERFORMANCE OF THE RESEARCH**

 The planned duration is ........, starting from the date of this Agreement, which may be extended by mutual agreement if the parties deem it appropriate to continue with it, up to a maximum of 3 years.

**FOUR. RESPONSIBILITY OF THE RESEARCH TEAM**

 The person responsible for the research work on behalf of the University will be Prof…., who will liaise with Mr/Ms............................. as a valid representative on behalf of the Company. The Research Team is expected to report regularly to the Company and will issue a final report establishing the conclusions reached in this regard.

**FIVE. COMPANY'S PAYMENT OBLIGATION**

 The Company is obliged to pay ............ Euros, plus VAT, for the requested advice to be paid by bank transfer as follows:

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*Remove or add as many lines as necessary.* Establish the payment methods, linking them to dates and/or the achievement of milestones for the research carried out.

These payments can be made at the following bank:

CAIXABANK

Account Number: IBAN ES66-2100-7770-5813-0000-2657

BIC/SWIFT: CAIXESBBXXX

Address: Calle Basílica nº 19, 28020 Madrid

Account Name: Tesorería UCM Recaudatoria. Servicio de Investigación.

**SIX. SECRECY OBLIGATION**

 The data and reports obtained during the execution of joint projects and the final results will be confidential. This clause will remain in force for a period of 5 years from the entry into force of the Agreement.

**SEVEN. OWNERSHIP OF THE RIGHTS UPON THE RESULTS OF THE RESEARCH**

It is expressly agreed that of the intellectual property rights generated as a result of the work, patents, know-how and technology in general developed during the project, 90% will belong to the Company and 10% to the University as holders thereof.

The Company may grant licenses to third parties and this will be reported to the University.

In accordance with the provisions of Article 176 of the Statutes of the UCM, of the percentage of income the University is entitled to as a result of the exploitation of patents and trademarks by the Company or by potential Licensees, the University will receive 50% and the researchers 50% unless the Social Council exceptionally establishes a different allocation.

In the event that the Company and/or its licensees exploit the results, the Company will assume all appropriate responsibilities with regard to use or guarantees given to its customers. In this case the University assumes no liability to third parties and will not be involved in patent litigation or other litigation related to the derivatives produced in the manufacture and business development of the research results, although its researchers should provide support to safeguard them.

The Company is responsible for defending the intellectual property rights of the University against third parties.

**EIGHT. DISCLOSURE OF THE RESULTS**

 If one of the two parties wishes to use the partial or final results, in part or in whole, for publication as an article, in a conference, etc., it must request the other party's consent in writing. The other party must respond within 45 days, stating its authorisation, reservations or disagreement. Once this period has elapsed without a response, silence will be understood to be tacit authorisation for disclosure. The parties will pay special attention to the possible loss of “novelty” regarding the patentability of the results.

**NINE. MORAL RIGHT OF THE RESEARCHERS**

 In both publications and patents, mention of the authors of the work shall always be respected; in the latter, they shall appear as inventors. In all cases of dissemination of results, special reference shall always be made to this contract.

**TEN. REGIME OF INCOMPATIBILITIES.**

         The present contract does not constitute an exemption from the application of the Law 53/1984, of 26 December, on Incompatibilities of personnel in the service of the Public Administrations, as established in art. 7.3 of the Regulations for the contracting of work of a scientific, technical or artistic nature, as well as for the development of specialisation teaching or specific training activities, in accordance with Article 60 of the University System Law, approved by agreement of the Governing Council of the UCM, of 27 December 2015.

**ELEVEN. AUTHORIZATION OF UCM**

 The effectiveness of this Agreement is subject to obtaining the authorisation provided for in the Regulations for entering into contracts with public and private entities, or with individuals, to carry out scientific, technical or artistic work, which is developed Article 60 of the University System Law.

**TWELVE. MEMBERS OF THE RESEARCH TEAM**

Prof........................., ...................... (categoría),

Department/Research Group, ....................... Faculty ...................

**THIRTEEN. OBLIGATION OF COLLABORATION**

 The Company and the Research Team of the .............. Department of the Faculty of ............. of UCM will collaborate at all times, respecting the principles of good faith and efficiency so that the research can be carried out successfully.

**FOURTEEN. DATA PROTECTION**

The parties to this Agreement and its annexes, as well as any other third parties involved in its performance, will be bound by the provisions and requirements of what is established in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of personal data and on the free movement of such data and repealing Directive 95/46/EC (the "GDPR"). Furthermore, where applicable, those of Constitutional Law 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights (LOPDGDD) and/or in sectoral legislation that applies currently or will apply in the future.

 Each of the parties will be responsible for the processing of personal information that it carries out in connection with the activities deriving from this Agreement. In any case, they are obliged to communicate to the other party, if necessary, their privacy policies and any other relevant information, particularly with regard to security.

 Should either party fail to comply with the provisions of the data protection regulations, each party will be solely liable for any improper use, processing or communication it may make of the data being processed, in the event of any complaint by data subjects or through any inspection by the competent supervisory authority.

 Both parties undertake to hold the other party harmless from any liability that may arise as a result of a breach of their obligations regarding the protection of personal data.

 The parties also undertake to maintain the confidentiality of personal data and not to transfer them without authorisation, diligently complying with the duty of safekeeping and custody. They undertake to adopt the necessary technical and organisational measures to guarantee the security of the personal data to which they have access and to prevent their loss or unauthorised alteration, processing or access.

 Furthermore, if one of the parties wishes to use the data received for purposes other than those covered in this Agreement, it must comply with the provisions of Article 14.4 of the GDPR and obtain the prior consent of those concerned.

Failure to comply with the obligations and commitments undertaken by any of the signatories with regard to data protection will be grounds to terminate the Agreement. Termination for this reason will not entitle the breaching party to any compensation.

**Information for signatories:**

 The contact details of the signatories of this Agreement and of any other contact persons who may be involved will be processed and included in separate processing operations, for which each of the parties is responsible. The aforementioned data will be processed to execute the Agreement, as well as to ensure compliance with a legal obligation and a mission in the public interest, in order to manage the maintenance, compliance, development, control and execution of the provisions of this Agreement.

To manage the Agreement, the data will be communicated to the General Foundation of UCM (FGUCM) and (*if the Agreement is managed financially by the centre, the entire part highlighted in yellow should be deleted*) for those services of the University itself that require it. With the exception of this communication, the aforementioned personal data will not be transferred to third parties unless it is necessary in accordance with the law for compliance with this Agreement or legal obligations.

Each of the parties must respond to the requests received from data subjects regarding the exercise of the data protection rights contained in Chapter III of the GDPR and related provisions of the LOPDGDD, without any enforcement against one party affecting the other party responsible for the processing.

 Should the data subjects exercise the right to erasure or rectification of data, as well as the right to restrict processing, or other rights relating to data protection in relation to one of the parties, said party affected must immediately notify the other party of this exercise, so that it can also implement this in its processing, if applicable.

 This data will be processed for as long as this Agreement remains in force and, subsequently, will be kept for the time necessary to comply with the purpose for which it was collected and to determine any possible liabilities that may arise from this purpose. Subsequently, the retention or, if applicable, the erasure of personal information will be carried out in accordance with the blocking regulations provided for in Article 32 of the LOPDGDD.

**FIFTEEN. JURISDICTION**

The parties undertake to amicably resolve any differences that may arise regarding the interpretation or application of this Agreement. If an amicable solution cannot be reached, and a legal dispute arises, the parties agree, expressly waiving any other jurisdiction that may correspond to them, to submit themselves to the jurisdiction and competence of the courts of Madrid.

**SIXTEEN. FINANCIAL JUSTIFICATION OF THE AGREEMENT**

 The financial justification of the Agreement will be extended until 12 months after the date of receipt by the FGUCM of the last payment by the company.

And in witness whereof, the parties have signed this document, in triplicate or as a single document if signed electronically, each being equally effective, at the place and on the date specified above.

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|  **FOR THE COMPANY** **Signed.: …………………………….** |  **FOR UCM** **Signed.: …………………………** |

**AS PRINCIPAL RESEARCHER UCM**

**Signed.:……………………………….**