**RESEARCH AND DEVELOPMENT AGREEMENT**

**BETWEEN *(NAME OF COMPANY)*  AND THE UNIVERSITY OF CASTILLA-LA MANCHA / PROFESSOR FOR THE DEVELOPMENT OF *(TITLE OF THE R&D CONTRACT) .***

**(According to article 60 of LOSU and article 170 Statute of UCLM)**

**Formation of Agreement**

The agreement is made by and among the representatives listed below:

Ms. Ángela González-Moreno, Vice-chancellor of Innovation, Employment and Entrepreneurship of the University of Castilla-La Mancha, acting on behalf of the University of Castilla-La Mancha (UCLM) in accordance with Rectorate Appointment 23/12/2020 published in D.O.C.M. 2, on 05/01/2021.

Mr./Mrs. ***(NAME)*** *,* ***(CHARGE)***, acting on behalf of  ***(NAME OF COMPANY)* .**

**Article I.**

1.1 Purposes Of Agreement.

Subject to the limitations set forth in this Agreement, the purposes of it are to establish the following:

***(NAME OF COMPANY)***  shall contract the services of the University of Castilla-La Mancha to carry out research related to following subjects: .

**Article II**

2.1 Work Acceptance Terms.

The University of Castilla La Mancha warrants that its services, including technical aspects, research teams and financial terms shall be peformed according to mutual agreement reached by all parts and stated in this Agreement.

**Article III**

3.1 Agreement Validity.

This Agreement shall remain a valid document starting on  ***(DATE)***  and finalizing on  ***(DATE)*** . This period can be extended by mutual agreement.

**Article IV**

4.1 Elected Delegates.

***(NAME)*** , acting on behalf of the University of Castilla-La Mancha shall be deemed elected delegate and responsible for carrying out research stated in this Agreement. ***( (NAME)***  shall be deemed elected delegate and responsible on behalf of COMPANY.

**Article V**

5.1 Reports.

The University of Castilla-La Mancha/Departament/Professor shall regurarly inform COMPANY thoroughout the research process and shall provide a technical report as well as final conclusions made at the end of this process.

**Article VI**

6.1 Invoicing.

COMPANY shall reimburse the University of Castilla-La Mancha the sum of Euros. The % of this sum shall be reimbursed at the moment of signing this Agreement. The remaining sum shall be reimbursed in installments every months.

All inventory material acquired by the University of Castilla-La Mancha for research purposes shall remain in its possession.

COMPANY shall reimburse the University of Castilla La-Mancha for the full amount agreed upon in this agreement as well as VAT costs.

**Payments should be made into account of:**

**• Entidad Bancaria / Bank: BANCO SANTANDER**

**• Sucursal/Branch Address: Avenida Camilo José Cela 14. 13005-Ciudad Real (Spain)**

**• SWIFT code (BIC code): BSCHESMM**

**• Código IBAN / IBAN Code: ES75 0049 6591 1021 1600 6452**

**After receiving the relevant invoice.**

**Article VII**

7.1 Confidentiality.

Both parties shall agree not to diffuse any technical, scientific or commercial information which could be dislosed throughout the research process, without prior consent from its author or for necessary legal reasons.

**Article VIII**

8.1 Any party wishing to use partial or final reports for publications, exhibits, conferences or congresses must do so by asking for permission from the other party in writing, using registered post.

The other party should give a written reply to the request in a period no longer than 30 days. Failure to do so would be intrerpreted as permission to the other party.

All authors and titles should be published in any conference, congress or publication referring to partial or final results of this research. Authors should be stated as inventors in the case of patents.

**Article IX**

9.1Patents And Operation Results**.**

Insofar as the results obtained from research activities are patentable, the patent’s/s’ ownership will belong to the UCLM. The UCLM will assume the expenses originated from this registration process.

In any case, those UCLM researchers who have participated in the investigations will appear inexcusably as inventors in the contract, according to the UCLM General Regulations for the intellectual property rights exploitation and what is established in the article 21.1 of Law 24/24th July of 2015, the Legal Regime of Patents.

The University and researchers’ contribution in these developments must be recognised by COMPANY, as to be reflected in marketing and advertising campaigns. This recognition must include the consent of the University and the Professor signing this contract.

**Article X**

10.1 Personal data processing

With regard to the processing of personal data that may arise from the execution of this contract/agreement, the parties expressly agree to comply with Regulation (EU) 2016/679 of the Parliament and of the Council of April 27, 2016, regarding the protection of individuals with regard to the processing of personal data and the free circulation of these data and by which Directive 95/46/CE (General Data Protection Regulation-GDPR) and Organic Law 3/2018, of December 5, protection of personal data and guarantee of digital rights (OLPDGDR).

The parties will inform the signatories who act on behalf of the parties to this contract/agreement and the contact persons that the personal data they provide by virtue of it, or those that they provide subsequently, will be processed by each one of the parties in order to manage the maintenance, compliance, development, control and execution of the provisions of this contract/agreement, the basis of legitimacy being the legal relationship of the parties as the treatment is necessary for the execution of a contract/agreement signed between the parties (art. 6.1.b GDPR)

Personal data will be kept for the time necessary to fulfill the purpose for which they were obtained, for the resolution of possible responsibilities that may arise from their treatment and for archiving purposes.

Interested parties can exercise the rights provided for in the GDPR and in the OLPDGDR by writing to the signatory entities. Likewise, interested parties have the right to file a claim with the Spanish Agency for Data Protection.

**Article XI**

11.1 Jurisdiction.

Both parties should agree to solve any disputes regarding Agreement terms or interpretation of these terms by the process of mutual agreement. If this should not be the case both parties should submitt their dicrepances to the Law Courts of Castilla La-Mancha (Spain).

This Agreement is subject to Reglamento for Knowledge Transfer of Castilla La Mancha University and with accordance to the company stated.

|  |  |
| --- | --- |
| **On behalf of COMPANY:** | **On behalf of the University of Castilla-La Mancha:** |
| Signed: .  **Date:** . | Signed: Ángela González-Moreno  **Date:** . |
|  |  |
| **On behalf of PROFESSOR:** |
| Signed: .  **Date:** . |

**Agreement ANNEX I of the Research and Development Agreement**

**BETWEEN *(NAME OF COMPANY)*  AND THE UNIVERSITY OF CASTILLA-LA MANCHA / DEPARTAMENT / RESEARCH INSTITUTE / PROFESSOR FOR THE DEVELOPMENT OF *(TITLE OF THE R&D CONTRACT) .***

**(according to article 60 of LOSU and article 170 Statute of UCLM)**

The following Annex shall establish management and performance of accompanying agreement

**CLAUSE I.**

Research Team.

The following table shall outline all members of the research team, including company/institution which he or she represents, number of working hours and salary paid.

|  |  |  |
| --- | --- | --- |
| Professor is the only member of the Research Team: | Yes | No |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **FULL NAME** | **CENTER, DEPARTAMENT OR RESEARCH GROUP TO WHICH HE/SHE BELONGS** | **HOURLY DEDICATION** | **TOTAL SALARY**  **(if any)** | **SIGNATURE OF CONFORMITY** |
| **TOTAL / PARTIAL** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**CLAUSE II.**

Technical aspects of the research, as well as work execution procedures, objectives and deadlline periods and group managers are listed below:

**Agreement ANNEX II of the Research and Development Agreement**

**QUESTIONNAIRE ON THE PREVENTION OF RISKS AT WORK**

Mr./Ms. \_\_\_\_\_\_\_\_\_\_, as Principal investigator of the activity covered by article 60 of the L.O.S.U of title "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_", pursuant to article 7 of regulation of the knowledge transfer, approved by the Governing Council of the UCLM dated on July 22, 2014, corrected and revised at the Governing Council of the UCLM on 11 April 2019, on prevention, safety and ethical requirements,

EXPOSED:

A.- That the activity to develop in this agreement consists of:

………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

B.- That the whole PDI and PAS staff of the University of Castilla-La Mancha, member of the team involved in these works, have the necessary training and enough on prevention and occupational risks area in accordance with the characteristics of the work to be performed or, where appropriate, will acquire such training in the term shortest possible.

C.- That YES/NOT external personnel will be recruited to the UCLM for the development of this contract

In the case of affirmative answer, indicate the number of contracts:\_\_. Staff hired must have basic training in prevention of occupational risks or will start the training in the period of three months from the date of hiring.

D.- That given the nature of the activity to be developed (check if applicable options):

□ There are additional risks in the planned activity, different from their own work with computers, administrative and/or management risks (e.g., chemical, biological agents, equipment of work, use of vehicles and/or machinery, generation of hazardous waste, etc.).

□ You will be experimentation on human or samples of human origin.

□ There will be animal testing.

E.- UCLM covered, by a general insurance, civil liability of all its staff. Is it necessary the hiring of an insurance of accidents based on the activities to develop? YES/ NOT (Cross out the appropriate).

The UCLM offers such basic training in prevention of occupational hazards through an on-line course of 50 hours of training at a cost of €50 per participant. Therefore, the table of forecast budget reserves that amount by each new contract staff, amount which will be released in the event of staff already have such basic training or that is preferred to be completed outside of the offered by the UCLM.

2In any case, should be informed all workers about the actions to be carried out in case of emergency ([www.uclm.es/servicios/prevencion/planes\_autop\_ind.asp](http://www.uclm.es/servicios/prevencion/planes_autop_ind.asp)) and risks of the sections where you will develop your work, collected in the corresponding risk assessment.

F.- Will it work the University staff in company's work centres? YES / NOT (Cross out the appropriate).

G.- Is personnel of the company going to be employed at centres of the UCLM? YES/NOT (Cross out the appropriate).

This questionnaire will be sent to the service of prevention of risks and environment of the UCLM to assess the potential risks and indicate the measures to adopt by issuing the report indicated in item 7.b. of the rules of transfer of knowledge, approved by the Governing Council dated July 22, 2014.

On \_\_\_\_\_\_\_\_, \_\_ 201\_

|  |  |
| --- | --- |
| Signature: Mr./Ms. |  |
| Principal investigator  of the activity |  |

3 If so, the staff of the company must have mandatory civil liability insurance.