CONSULTANCY CONTRACT BETWEEN UNIVERSITAT AUTÒNOMA DE BARCELONA AND

On the one hand, Mr. .................................... (name and surname) as ... .............................. (position held and powers, appointment, etc. available to sign the contract) ... …………………………..of ..................................... ..... (name of the institution), with registered office at .................................. . (town, postal address) and with NIF ........................................

And on the other, Dr. Rosa María Sebastián Pérez, vice-rector for Innovation, Transfer and Entrepreneurship of the Autonomous University of Barcelona, (hereinafter UAB), as appointed by the rector of September 1, 2022, and in use of the powers conferred by the resolution of the rector of November 7, 2022, which confers on him the powers to sign research agreements and contracts, with headquarters at the UAB University Campus, 08193 Bellaterra, with NIF: Q-0818002-H.

Both parties recognize each other with enough legal capacity and

**DECLARE**

I.- That…………….. objectives are (production, commercialization, research or whatever activities are applicable).

1. That ................... is interested to count with external advice in order to have scientific support in the development of its research and innovation processes.
2. That the Department of ……… of the UAB agrees to give the mentioned advice to …….., and that is why both institutions formalize the present contract, that shall be governed by the following

**CLAUSES**

# FIRST.- Object of the contract

…….. and the UAB agree that the consultancy services shall cover the following activity lines:

(description)

# SECOND.- Scientific responsible

The consultancy services shall be provided by UAB through the Department of …….. The scientific responsible designated by the Department is Prof. .…..

# THIRD.- Duration

This contract shall enter into force the day of its signature and shall be valid for ….. months/years

# FOURTH.- Budget and payment terms

In exchange ........ shall pay to the UAB the amount of ...... euros that includes all the concepts and costs incurred by the UAB in the carrying out of the work described in the present contract.

The mentioned amount shall be paid by ........ to the UAB, following the presentation of the corresponding invoice/s by the UAB.

This amount will be increased with the applicable Value Added Tax (TVA), if applicable.

For administrative matters,shall contact the Area de Gestió de la Recerca, telephone 34 93 5814600,e-mail: [agr.convenis@uab.cat](mailto:agr.convenis@uab.cat). For invoicing matters, shall contact Area d’Economia i Finances, telephone 34 93 5813515, e-mail: ingressos.economia@uab.cat

# FIFTH.- Confidentiality

The UAB commits itself to keep in strict secret the information received by …. . Likewise, the UAB shall not publish or divulge the reports derived from the work without the previous consent of …….

# SIXTH.- Publicity of the results

Each part commits itself to not divulge, in any circumstance, the scientific or technical information during the development of the contract.

Taking into account the scientific mission of the University, shall allow the researchers responsible of the work to use the partial or final results, partially or in its entirety, to be published as articles, conferences, papers, etc. in journals, publications and seminars of scientific nature. To this end, the UAB shall ask in writing for permission. Permission shall be deemed as conceded if within 15 days has not expressed its disallowance, considering silence as authorization.

Authorizes UAB to give public information of the signature of this contract, including: title, contents, budget and terms of duration.

**SEVENTH.- Industrial property and intellectual property**

1. In the event that the results of the research, development and innovation activities that make up the object of this contract, as well as the right to request the appropriate Industrial Property titles for their legal protection belong to the Company, respecting the condition of inventors the professors of the UAB who, according to the law, have the right to hold this condition.

2. The exploitation rights related to Intellectual Property will correspond to the UAB, in the terms and scope provided in the Intellectual Property legislation. In any case, the condition of authors of those UAB professors who, according to the law, have the right to hold this condition must be respected.

The UAB assigns all the patrimonial rights of the intellectual property to the Company, reserving the rights to publish the results indicated in the sixth clause.

**EIGHTH. Litigation**

For any divergence that may arise regarding the interpretation and / or fulfillment of this contract, the parties will submit to the jurisdiction and competence of the courts of the city of Barcelona.

And as a sign of conformity and acceptance, both parties sign this document electronically and for a single purpose.

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Dr. Rosa María Sebastián Pérez Mr. XXXXXXXXX

Vice-rector for Innovation, Transfer and Entrepreneurship XXXXXXXXXXX

Universitat Autònoma de Barcelona XXXXXXXXXXXXXX