# RESEARCH CONTRACT

On the one hand, Mr. ................................ (name and surname) as ..... ................... (position held) of ......................... .................. (name of the institution), according to the powers of ……… (notarial deed, address agreement, etc.) with registered office at .. ............... ......... (town, postal address), 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 the UAB is a public institution of multisectorial and pluridisciplinary character, that carries out activities of teaching, research and scientific and technological development, and is interested in collaborate with the private and public sectors of in order to contribute to the progress of the economy and the society.

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

III.- That …………… is interested in the collaboration of the Department of ………. of the UAB in order to develop a research on............................ .................. and that is why both institutions formalize the present contract, that shall be governed by the following

**CLAUSES**

**FIRST. - Object of the contract**

(Complete title of the study, project or work to be carried out. This title will identify the contract)

**SECOND. - Description of the work**

*(Description, as detailed as possible, of the work to be carried out, mentioning the phases of the work programme, and deliverables. It is possible to add a technical annex with these contents (annex I)*

**THIRD. - Contact persons**

In representation of the UAB, the person responsible for this contract shall be Ms/Mr/Dr/Professor………………. of the department of ……………

In representation of ………………, the person responsible will be…………………………………

**FOURTH. - Obligations**

a) For .........

1.- ……… shall provide with the necessary supporting documents to the responsible of the work

2.- ……… shall contribute with *(amount)*

b) For the UAB

1.- The organization of the human, material and financial resources to carry out the work.

2.- The management, coordination and control of the work team.

3.- The drafting and delivery of the reports.

**FIFTH. - Budget and payment terms**

In exchange for the realization of the work,……. commits itself to pay UAB the amount of …… euros, according to the budget agreed (annex II) , amount shall be paid according to the following terms:

1. *(A percentage not inferior to 20%)* at the signature of the present contract.

1. The next one/ones according the following phases/installments*: (A detailed description of the phases and installments has to be included ).*

This amount shall be increased with the applicable Value Added Tax (TVA). The reimbursements of the mentioned amounts will be done following the presentation of the corresponding invoices by the UAB.

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

**SIXTH. - Duration**

This contract shall enter into force the day of its signature. The foreseen duration for the development of the work is ………., according to the following phases (if applicable):

The UAB may claim an extension of the contract duration in the following cases:

1.- Causes of *force majeure*.

2.- Delays of more of 20 days in the delivery by ……. of essential data for the development of the work

**SEVENTH. - Confidentality**

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. Two years after the end of the contract, the Uab may freely publish the partial o final results of the project.

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

**EIGHTH. - Authorship and Patents**

The mention of the authors of the work shall be respected in publications as well as in patents, and in the later case, they shall be listed as inventors.

a) Insofar as the results of the research generate IPR rights, the Company shall be entitled to file the corresponding rights as applicant. The Company shall inform the UAB in writing of such decision.

In this case, the Company shall be able to freely exploit the object of the rights and perform the actions to which it is entitled as applicant of such rights, without detriment of the points of this clause.

In compensation, the Company shall satisfy the UAB with the opportune economic compensation, which shall be defined:

* To a reasonable level, taking as reference the procedures or products of the same kind which exist in the market.
* Considering the economic and intellectual contributions of both parts in the research project and in the development of the procedures or products.

Said economic compensation shall be defined in each case directly by the appropriate UAB’s and Company’s services.

The amount and payment conditions of said economic compensation shall be established in a new contract which shall sign the UAB and the Company before applying for the IPR right title.

b) If, for commercial or other reasons, the Company subcontracted the production and/or commercial exploitation of the result of the research, the Company shall inform the UAB in writing and shall respect the rights of this contract.

c) The company assumes all responsibilities for the warranties given to its customers related to the object produced by it.

The UAB declines any liability in front of third parties and it shall be not involved in any litigation related to the research results.

d) In case that the Company wants to protect IPR rights thorough a patent, the Company can apply for it. In this case, the Company shall inform so the UAB in writing three months before the end of this research contract. In the case that UAB does not receive the corresponding communication from the Company within three months after the termination of this contract, it shall be considered that the Company has rejected the possibility to apply for the corresponding patent or patents.

In case the Company rejects the possibility to apply for a patent or any other form of IPR protection, such as industrial secret, or wants to withdraw a patent or patent application already filed, the UAB shall have the possibility to apply for this patent, or take the rights of said patent or patent application already filed, without cost. In this case, the Company shall inform the UAB of this decision with enough time to allow the UAB to perform the corresponding procedures.

**NINTH. - Amendments and cancellation**

## The present contract can be modified or cancelled by common consent of both parties

Any breach of any material provision of this contract shall entitle the damaged party to demand the complete fulfillment or the resolution.

**TENTH. - Litigation**

Both parties waive to appeal to any other jurisdiction that could be applicable, and agree to refer to the Courts of Barcelona for the resolution of the litigations arising from the present contract.

**ELEVENTH. - Data protection**

In accordance with the provisions of Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights and in Regulation (EU) No. 2016/679 of the European Parliament and of the Council of April 27 of 2016 regarding the protection of natural persons with regard to the processing of personal data and the free circulation of these data, and other applicable regulations, the parties undertake to respect the aforementioned rule and to preserve absolute secrecy regarding personal data to those who have access within the scope of this collaboration, and to adopt all the necessary, suitable and / or simply convenient measures, of a technical and organizational nature, that guarantee their safety and protection.

**TWELF. - Legislation**

This contract is signed under the protection of article 60 of Organic Law 2/2023, of March 22, of the University System.

And, in proof of conformity, both parties sign this contract electronically and for a single purpose.

Dr. Rosa María Sebastián Pérez Sr. Xxxxxxxxxxxxxxx

Vice-rector for Innovation, Transfer and Entrepreneurship Xxxxxx

Universitat Autònoma de Barcelona XXXXXXXXXXXXXX

ANNEX I

*Description of the work to be carried out, mentioning the phases of the work programme, and deliverables*

ANNEX II

*Budget*

*(Per introduir el pressupost feu doble click dins del quadre)*



\* 21% dels ingressos totals sense IVA.