**COLLABORATION AGREEMENT**

**FOR THE DEVELOPMENT OF A RESEARCH PROJECT**

**BETWEEN**

**UNIVERSIDAD MIGUEL HERNANDEZ DE ELCHE**

**AND**

**…………………………..**

**COLLABORATION AGREEMENT FOR THE DEVELOPMENT OF A RESEARCH PROJECT BETWEEN UNIVERSIDAD MIGUEL HERNÁNDEZ DE ELCHE AND ………………………………**

Elche, on ………… …………, ………..

# BY AND BETWEEN

UNIVERSIDAD MIGUEL HERNÁNDEZ DE ELCHE (hereinafter referred to as UMH), represented by its Vice-Chancellor of Research and Innovation, Mr. Fernando Borrás Rocher, pursuant to the duties delegated to him by Rectoral Resolution nr. 730/11 of 19th May, 2011

**AND**

……………………., with UTR ……………….. and business address at …… ………… street, established before the Notary Public of ………….., Mr./Ms. ………………, on ……….. and registered at the Company’s Registry of ………… on ………………., represented by Mr./Ms. ……………. as its …………. . Mr./Ms. …………. holds ID number …………., and his/her powers were granted by a public deed signed before the Notary Public of ………, Mr./Ms. …………… on ……………….., exhibited in this act and proven to be in force.

UMH and ……………….. will hereinafter be referred to jointly as the Parties.

The Parties do hereby mutually acknowledge one another’s proper legal capacity to execute this act and they

**HEREBY STATE**

1st.- That UMH carries out R+D activities under this agreement on the scientific and technological area of …………………..

2nd.- That the Company carries out R+D activities under this agreement on the fields of…………..

3rd.- That the call for subventions on ………………………. for year 200……………………… is made in Resolution …………………………..

4th. - That UMH/the Company has applied for a subvention to be invested in a collaboration R+D Project named ‘……………’

5th- That the parties wish to collaborate in order to develop and carry out the R+D project ‘………………….’, led by UMH/the Company with Mr./Ms. ………………... as head researcher.

In view of the aforesaid, the intervening Parties sign this agreement in accordance with the following

### CLAUSES

**FIRST**

The aim of this Agreement is to regulate the collaboration between the parties for the development of the R+D project ‘…………………’ (hereinafter known as the Project).

**SECOND**.

UMH/the Company has requested financing in call for grants ……………………………… as a collaboration Project where …………….. is the second beneficiary.

**THIRD**

The Head Researcher of the Project on behalf of UMH will be Mr./Ms. ……….,, with address at: Departamento de ………………., Edificio ………… Elche (Alicante)

# The Head Researcher of the Project on behalf of the Company will be. Mr./Ms.……………, with address at: ………………………...

**FOURTH**

The Parties accept that the Project will be undertaken according to the requirements stated in the call for subventions with regards to the research staff, the scientific and technical report, its provisions and any other documents necessary for requesting the subsidy. The Project report is included in this Agreement as Schedule I.

*UMH// the Company* will be responsible for the scientific, technical and financial coordination of the Project before the Administration (hereinafter referred to as *coordinator*).

The financing requested by the Parties from ………………………. per applicant and year is as follows:

|  |  |  |  |
| --- | --- | --- | --- |
|  | 2012 | 2013 | … |
| UMH | € | € | € |
| COMPANY | € | € | € |
| **TOTAL** | **€** | **€** | **€** |

Should the notification of the granting of the subvention on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ cause any variations in the distribution and/or performance of duties, or should the aid granted be different from what was initially requested, the responsibilities previously undertaken by the Parties would be modified and adapted to the new circumstances. Furthermore, such notification would be attached to this Agreement as a schedule and be an integral and indivisible part of it to all effects.

**FIFTH**

The validity of this Agreement and the rights and obligations contained herein is conditioned by the awarding of the requested subvention.

The term for the development of the work will be months from the date when the approval of the requested Research Project is notified, as stated in the planning included in the Project’s technical report.

The Agreement will not be terminated until all the reports have been delivered and all the foreseen payments have been made. Moreover, everything stated in the clauses on confidentiality and ownership of results will remain in force under all circumstances.

**SIXTH**

*UMH//the Company*, as the coordinating entity, hereby engages to distribute the funds granted between the Parties as soon as possible and in accordance with the allocations established in the aid award decision.

**SEVENTH**

Each of the Parties will be responsible for any damages caused to third parties pursuant to the activities carried out within the development of the Project.

In addition, each of the Parties will be responsible for the actions carried out and the compliance with the obligations stated in the call for awards and in this Agreement.

Should….………….. partially revoke the subvention granted, the participant or participants affected by the change undertake to return the funds within the time frame and in the way requested by ………………., notwithstanding their right to file any allegations or justifications they may deem appropriate, if any.

Likewise, if its justification is not admitted by the ……………, the participants commit themselves to returning the amount of the received aid through the coordinating entity within the time frame and in the way requested by them.

Should the Administration claim any responsibilities directly to the coordinating entity, it would be entitled to seek redress from the Party causing the breach or damage.

**EIGHTH**

The Parties will periodically exchange information on the progress of their respective activities.

*UMH//the Company* undertakes to provide the Company//UMH, as a Project Coordinator, with any scientific, technical and financial information necessary to draft the follow-up reports within the agreed deadlines.

## NINTH

Each of the Parties undertakes not to spread under any circumstances the scientific or technical information owned by the other Party to which it may have an access during the performance of the Project regulated by this Agreement, except if that information is public or required to be disclosed by a court of justice.

The data and reports obtained during the execution of the Project and its final results will be confidential.

Confidential information will not be used for any purposes other than those stated in this Agreement. The parties bound themselves to informing and having all their staff abide by the confidentiality agreement governed by this clause.

The Parties will be entitled to jointly spread the partial or final results of the Project, respecting legally enforceable authorships and quoting the source of financing of the Project and stating the nature of its collaboration within it.

Whenever one of the Parties unilaterally wishes to partially or totally spread the partial or final results of the Project and to publish them in the shape of articles, conferences etc. it shall seek the conformity of the other Party by means of a registered letter addressed to its representatives for the Project follow-up.

The Party whose authorization is requested shall reply in writing within the next thirty days, stating its authorization, reservations or nonconformity with the publication of the results. Should an answer not be received before the deadline expires, silence would be interpreted as a tacit authorization for the use of the information.

The use of UMH’s or the Company’s name with commercial or advertising purposes will require their previous express written authorization.

The confidentiality provisions made in this clause will remain in force for 2 years after this agreement has expired.

**TENTH**

The results of the Project will be defined as any information or materials (protected or not) identified as a result in the reports presented before the …………………. in the Project’s technical justification.

The ownership of the rights on the results will belong to the Party who developed the result in its premises and with its own staff. Should both Parties develop the result jointly, ownership would be defined by mutual consent taking into account the contribution made by each of them. In such cases, the Parties would sign a co-ownership agreement stating the percentage of ownership belonging o each Party and the conditions of exploitation of the rights and distribution of the benefits, notwithstanding the financial and moral rights to which the authors and inventors may be entitled to.

The Party owning the results will undertake the necessary steps to protect them by means of intellectual or industrial property. In any event, each of the Parties will inform the other of its intention to request protection over the results before they start the procedure. Should both parties hold ownership of the results, the party owning the largest participation percentage would initiate such procedure. Lastly, should the Parties own an identical share of the ownership an agreement would be reached on this matter.

The parties hereby undertake to carry out the necessary collaboration to ensure the effectiveness of the protection of the acknowledged rights. This collaboration includes, among others, getting the inventors or research authors to sign the necessary documents to apply for the industrial or intellectual property titles and their extension to other countries, when applicable.

The assumption of costs related to the protection of the results will abide by the same proportions as the ownership.

# ELEVENTH

Prior Knowledge is all information or Industrial and Intellectual Property rights that the parties have before the signature of this Agreement and are necessary to carry out the project or use its results.

The Parties will state in Schedule II the prior knowledge to which they grant a right of access.

Each of the parties will be entitled to grant rights of access on prior knowledge not initially included in the agreement, but they will not be entitled to withdraw previously granted access rights on knowledge under any circumstances.

The parties agree that all prior knowledge not included in Schedule II will be expressly excluded from rights of access.

**TWELVETH**

Whenever a party’s rights of access on prior knowledge and results are vital for the enforcement of the other party’s project, such rights will be granted for free.

Nonetheless, whenever a party’s rights of access are necessary for the use of the result obtained by the other party, such rights will be granted under preferential financial conditions.

**THIRTEENTH**

The Parties will be entitled to modify this document in writing at any time by mutual consent.

The Parties will be entitled to unanimously and jointly terminate this agreement or end the participation of any of them for serious technical or financial reasons that substantially affect the Project. They are also entitled to do so due to a breach of any of the Party’s obligations, in compliance with the applicable Law. This decision must be notified to …………………….. by the Parties. The provisions on confidentiality and ownership of results will remain in force once the agreement expires.

Whenever any of the Parties chooses to terminate this Agreement, a written notice stating the causes for termination shall be previously sent to the other Party three months before the termination is made effective.

Should the agreement be terminated, the Parties would take the necessary steps to cancel or reduce the commitments made so far, the compensations that may arise and the use of the knowledge acquired until that moment. In any case, the instructions given by ……………………. on this matter would be followed.

# FOURTEENTH

The fact that any of the Parties does not demand compliance with any of the clauses of this Agreement or arising thereof will neither be construed as a waiver of the rights herein granted nor affect its validity.

Should any of the provisions of the Agreement or their application to a certain person or circumstance be deemed void:

a) Such invalidity would not affect other provisions contained in the Agreement that can be complied with without the invalidated statement.

b) The spirit of the Agreement would be analysed and the Parties would agree on the amend that allowed for completion of the invalidated premise as closely to the initial plans as possible.

# FIFTEENTH

The Parties expressly agree that any notification, request or petition related to this Agreement will be effectively made by post to the following addresses stated for such purpose:

|  |  |  |
| --- | --- | --- |
| UMH | Contact person | Emma Benlloch |
|  | Address | Avda. de la Universidad s/n.  Edificio de Rectorado y Consejo Social  03202 Elche (Alicante) |
|  | Telephone | 966 658 782 |
|  | Fax | 966 658 666 |
|  | e-mail | otri@umh.es |
|  |  |  |
| COMPANY | Contact person: |  |
|  | Address: |  |
|  | Telephone: |  |
|  | Fax: |  |
|  | e-mail: |  |

# SIXTEENTH

This Collaboration Agreement has an administrative nature, so it is mutually agreed between the parties that the Administrative Legal Framework will govern its construction and development. Any questions or controversies arising from the construction and enforcement of the Agreement that cannot be friendly solved between the parties will be settled before the Judicial Review Jurisdiction according to the on-going Legal Regulations.

# SEVENTEENTH

In compliance with Organic Law 15/99 of December 13 on Personal Data Protection, the under signers authorize UMH to automate all personal details included in this Agreement for the practice of the duties of this Administration knowing that, as registered users, they have a right to access, rectify, cancel and oppose to the personal details included in the files of the UMH’s Oficina de Transferencia de Resultados de Investigación (O.T.R.I, Office for the Transfer of Research Results). Furthermore, they authorize UMH to store these data once this agreement is terminated for statistical purposes, and they are entitled to exercise their right to revoke this authorization at any time.

**EIGHTEENTH**

The company authorizes UMH to provide public information on the signature of this agreement, including: its title, contracting entity, amount and term of completion.

This agreement is subject to the provisions of the Rules for scientific, technical and artistic contracting passed by the Board of Governors on December 1, 2009. It is also bound by the provisional Rules for economical and financial management of research agreements, provision of services and postgraduate, up skilling and specialization studies, approved by the Managing Commission on November 5, 1997 and its subsequent modifications.

IN WITNESS WHEREOF the parties execute this agreement in two counterparts on the abovementioned place and date.

|  |  |  |
| --- | --- | --- |
| ON BEHALF OF UNIVERSIDAD MIGUEL HERNÁNDEZ DE ELCHE |  | ON BEHALF OF …………………. |
|  |  |  |
| Mr. Fernando Borras Rocher |  | Mr./Ms. …………………….. |
|  |  |  |
| |  | | --- | | THE HEAD RESEARCHER FOR THE AGREEMENT | |  |  |
|  |  |  |
| Mr./Ms. …………………. |  |  |

**SCHEDULE I**

**PROJECT REPORT**

**SCHEDULE II**

**PRIOR KNOWLEDGE WITH ACCESS RIGHTS**