**CONSULTING AND TECHNICAL ASSISTANCE AGREEMENT**

**BETWEEN**

**THE UNIVERSITY MIGUEL HERNÁNDEZ OF ELCHE**

**AND**

**………………………………..**

**CONSULTING AND TECHNICAL ASSISTANCE AGREEMENT BETWEEN THE UNIVERSITY MIGUEL HERNÁNDEZ OF ELCHE**

**AND … (THE COMPANY)**

En Elche, a ........... de ............ 20.....

 **THOSE PRESENT**

UNIVERSIDAD MIGUEL HERNÁNDEZ DE ELCHE (henceforward referred to as UMH), and in its name and representation Ms. María José López Sánchez, Vice-Chancellor for Transfer and Knowledge Exchange, pursuant to the authority conferred by Resolution of the Rector’s Office 00278/2021, passed on 12th February, published in the Official Journal of the Generalitat Valenciana number 9024, on 19th February 2021, and

 .......................... (referred to hereinafter as the LICENSEE or the Company), with Spanish tax number C.I.F. ..............., with registered premises in .................. (address), duly constituted in the presence of the Notary Public of........, (name) .........., on (date)...................., and registered in the Trade Register of........, on (date) ............. , and acting on its behalf …………….. (name) in his capacity as .........................., bearer of TAX NUMBER.. ................, being empowered to do so pursuant to the deed issued in the presence of the Notary Public of …………, ……………(name), on ………..(date). Said power is submitted in this act and declared to be in force.

Both of the parties hereto acknowledge the other to have sufficient legal capacity and now enter into the contract herein on behalf of the respective bodies, and to this end

**DO HEREBY DECLARE**

1.- The contract herein is subject to the terms of article 83 of the Spanish Organic Law 6/2001, of Universities, regulation governing the contracting of scientific, technical or artistic tasks.

2.- LICENSEE is interested in contracting the consulting and technical assistance services of the UMH in the field of … according to the subject of this contract.

3.- UMHis qualified to satisfactorily provide such consultative services since it has the necessary staff and equipment, and is engaged in the business of providing such services.

And therefore, both parties agree the following

 **CLAUSES**

1. **PURPOSE OF THE CONTRACT**

The purpose of the contract herein is the provision of consulting and technical assistance in the field of ................................................. by the ………………………. Department of the UMH to the LICENCEE at the latter’s request.

1. **CONDITIONS OF ACCEPTANCE OF THE TASK**

Professor ...................................., a member of the ............ Department in the UMH, hereby undertakes to provide the requested services pursuant to the conditions set forth in the Appendix attached to the contract herein.

1. **TERM**

Said consulting activities and technical assistance will be carried out over a period of ......... months beginning on the date of the signature of the contract herein. Nevertheless, both parties can agree in written to extend the contract for an additional period of time and remuneration.

1. **PLACE WHERE WORK IS TO BE CONDUCTED**

The work is to be carried out in …., considering this address the residence where the characteristic performance of the contract will be developed.

1. **REPORT ISSUES**

Professor Mr. ………. shall inform of the development of the work to the Company regularly and, at least, shall issue an annual report with the obtained partial results. Moreover, the Professor shall issue a final report with the conclusions at the end of the work.

The reports submitted will belong to the Company, which must confirm the receipt of each and every report issued.

1. **NON-DISCLOSURE CLAUSE**

Both parties agree not to reveal in any respect the pertinent information from the other party to which they may have access during the development of the activity which is the object of this Contract.

Likewise, the reports issued by the UMH about such consulting activities shall be confidential and may therefore not be transmitted to any other company or person without prior consent.

Each party agrees to take appropriate measures to maintain and protect the above confidentiality.

1. **REMUNERATION AND PAYMENT TERMS**

As payment for these services, the Company hereby undertakes to pay the amount of .................. EUROS (............. euros), which UMH shall receive as follows: 50 % shall be paid upon the signature of the contract and the rest upon the issue of the final report.

The detailed budget is attached in the Annex of this Contract.

These payments will be subject to the applicable V.A.T., which is not included in the amounts listed above.

Upon receipt of invoices addressed to the Company, payments of the amounts shall be made by wire transfer to the account open at Banco de Sabadell S.A. in the name of UMH (Swift Code BSABESBB; IBAN Code ES52 0081 1017 6200 0108 0119).

Payments due the UMH shall be made within thirty calendar days from the date of issue of the corresponding invoice.

1. **AMENDMENTS AND RESCISSION OF THE CONTRACT**

The parties may modify the present contract at any time by mutual accord and in writing within the period of the contract’s duration.

This contract may be terminated for the following reasons:

1. By mutual consent of the parties.

The person in charge of the technical aspects of the project shall notify the Technology Transfer Office (SGI-OTRI) of the University in writing of that intention as well as the date from which this decision will apply, to enable it to proceed to terminate the agreement.

2. Due to force majeure

If for any reason the parties are forced to terminate this agreement, a notice of termination shall be sent to the other party through a reliable means of communication.

3. Due to breach of obligations

When one of the parties deems the other party to be in breach of the obligations undertaken in this agreement, it shall notify that party using a reliable means of communication and indicating the cause of that breach. The other party may cure the breach within thirty days of the date the notice was sent.

In the event that the defaulting party does not remedy the substantial breach, the other party could terminate the contract. An appraisal will be made of the work performed up to that moment for the development of the Project, the use of the results, all expenses incurred or contracted and damages cause by such breach of obligations. The amount equivalent to that value will never exceed the total sum of this contract.

1. **NOTIFICATIONS**

The following addresses are to be used for the purpose of any notice to be given in relation to the contract herein:

|  |  |  |
| --- | --- | --- |
| UMH | **For technical issues** | Datos del profesor responsable |
|  | Contact person: |  |
|  | Address: |  |
|  | Email: |  |
|  | Telephone: |  |
|  | Fax: |  |
|  | **For economic issues** |  |
|  | Contact person: | José López Valero |
|  | Address: | Avda. de la Universidad s/n. Edificio Rectorado y Consejo Social 03202 Elche (Alicante) |
|  | Email: | contabilidad@umh.es |
|  | Telephone: | +34 966 658 660 |
|  | **For other issues**  |  |
|  | Contact person: | Carlos Pérez Vidal |
|  | Address: | Avda. de la Universidad s/n. Edificio Rectorado y Consejo Social 03202 Elche (Alicante) |
|  | Email: | otri@umh.es |
|  | Telephone: | +34 966 658 782 |
|  |  |  |
| COMPANY | Contact person: |  |
|  | Address: |  |
|  | Telephone: |  |
|  | Fax: |  |
|  | e-mail: |  |

 The parties hereto undertake to notify any changes in the abovementioned addresses.

1. **SETTLEMENT OF DISCREPANCIES**

The parties hereto undertake to attempt to resolve any dispute that may arise from the execution of the contract herein in an amicable fashion.

Any controversy, disagreement or claim whatsoever arising from this contract and its amendments or related to them will be settled by mediation. Mediation will take place at the International Chamber of Commerce, and subject to its Mediation Rules. The place of celebration will be Madrid, and the language used on the process will be the defendant’s or that chosen by the mediator.

Should the controversy or claim remain unresolved after mediation, or after 90 days from the moment the mediation process started, it will be yielded to arbitration. An arbitration application will be filed by any of the parties so that the discrepancy can be conclusively settled in compliance with the Arbitration Rules of the International Chamber of Commerce. The arbitration tribunal will be made up of only one referee, and the process will take place in [Madrid /Paris]. The language used during the proceedings will be the defendant’s or that chosen by the referee. The controversy will be solved in compliance with legal dispositions in force at the arbitration tribunal. The resolution will be binding for both parties.

1. **PROTECTION OF PERSONAL DATA**

The Company authorises UMH to provide public information about the signing of this contract in which it may include title, contracting entity, amount and the deadline for completion.

In accordance with the provisions of REGULATION (EU) 2016/679, of the European Parliament and Council, of 27th April 2016, regarding the protection of physical persons with respect to the processing of personal data and the free circulation of the same (henceforth GDPR), and Organic Law 3/2018, of 5th December, regarding Personal Data Protection and guaranteeing digital rights, the signatories of this contract are informed that:

(I) The personal data will be processed by each party independently as Controllers of the data processing.

(II) The details of the data protection delegates of each responsible party are as follows:

a. Universidad Miguel Hernández de Elche: dpd@umh.es

b. [Entity]: [their email address]

(III) Purpose of the processing: entering into the contract and executing the same. Due to this, the processing of the data represents a necessary condition for proceeding to enter into the same, having article 6.1.b of the GDPR as the legitimate basis. Similarly, you are informed that the personal data will only be processed by the processing controllers and, as the case may be, by those third parties to whom they are legally or contractually bound to communicate them. Under no circumstances may these data be transferred by the processing controllers to a third country or international organisation.

(IV) The data will only be kept during the validity of this contract without prejudice to the data being kept for as long as necessary during the time in which responsibilities deriving from the processing may arise in compliance with the regulations that may be in force at any time.

The interested parties may exercise their rights of access, rectification, opposition, elimination, portability and limitation of the processing, as well as not to be the object of decisions solely based on the automated processing of their data. With respect to UMH; the rights may be exercised in the following way: through the electronic headquarters (sede.umh.es), in writing to la Universidad Miguel Hernández de Elche, for the attention of the Data Protection Delegate, Edificio Rectorado y Consejo Social, Avda. de la Universidad S/N, 03202, Elche-Alicante. With respect to [entity] for the attention of their Data Protection Delegate, at the address that appears at the start of this contract or by email to the address established for this purpose. Similarly, the interested party has the right to present a claim before the supervisory Authority (www.aepd.es) should he/she consider that the processing does not conform to regulations currently in force.

1. **OTHERS**

This Contract is subject to those conditions set forth in the *Regulations for contracts for scientific, technical and artistic work*, *teaching specialization and specific training activities of the University Miguel Hernández of Elche* approved by the University Council on Decembre 1, 2009, as well as in the *Provisional Regulations concerning the administrative economic management of agreements concerning research and services rendered along with postgraduate, on-going, and specialized education* as approved by the Management Commission on November 5, 1997, and subsequent amendments.

And to show their agreement to all the foregoing, the parties hereto sign this document in duplicate at the place and on the date stated above.

|  |  |  |
| --- | --- | --- |
| For the MIGUEL HERNÁNDEZ UNIVERSITY, ELCHE |  | For the COMPANY |
|  |  |  |
| Fdo. Ms. María José López Sánchez |  | Mr. ........................... |
|  |  |  |
| THE PROFESSOR RESPONSIBLE FOR THE CONTRACT |  |  |
|  |  |  |
| Mr. ............................ |  |  |

**APPENDIX**

**1.- DESCRIPTION OF THE WORK**

**2.- TEAM**

**3.- BUDGET**

The broken down expenses quote is the following:

|  |  |  |
| --- | --- | --- |
| Staff costs | % | Euros |
| Travelling allowances and expenses | % | Euros |
| Fungibles | % | Euros |
| Stocks | % | Euros |
| UMH overheads | 10,7 % | Euros |

Regardless of how the budget delimits the way in which the amounts indicated above are to be used, this detail may be subject to change if those responsible for the Project deem it necessary in order to achieve the object of this Contract. By signing this Contract, both parties agree to this condition with no further requirements or conditions.