**RESEARCH AND DEVELOPMENT CONTRACT**

**THIS CONTRACT IS ENTERED INTO BY AND BETWEEN**

The Universitat Jaume I (“UJI”), with tax number Q-6250003-H and registered office at Avda. Vicent Sos Baynat s/n, 12071 Castelló de la Plana, Spain, and acting on its behalf, Professor José David Cabedo Semper, Vice-Rector for Innovation, Transfer and Scientific Dissemination of the said university, in accordance with the powers delegated to him as established in the resolution of the Rector dated May 24th 2022 approving the delegation of powers to the vice-rectors, the general secretary and the general manager (published in the DOGV, Official Journal of the Government of Valencia, on May 27th 2022), and

.............................. (the “Company”), with tax identity document number ....................., and registered offices at ....................................................................., constituted before Mr/Ms ......................., a notary of ………, on ............ , registered in the Mercantile Register of ........................... on ..................., represented by ....................................... , with identity document no. ................ , acting as .............................. , for which his/her powers of attorney were granted in a deed signed before Mr/Ms ........................., a notary of ................................, on ..................., powers which have not been derogated or modified.

The two representatives recognise each other's sufficient legal capacity, sign this contract on behalf of their respective institutions and, to that end, they

**STATE**

1. That the UJI, through its Department/Group/Institute/Researcher .................., possesses prior knowledge and proven experience in the area of work covered by this research (hereinafter “Knowledge Prior to the Project”).

***Optional****: If prior ownership exists (check whether there are ownership rights related to the work)*

*That the UJI holds the following rights obtained by ............... (lecturer/group) ............... which are considered necessary for carrying out the project:*

*1. …………………………………………………………*

*2. …………………………………………………………*

2. That the Company specialises in the .................... sector and is interested in the development of .................... by the UJI.

3. That this contract is entered unto under the terms of article 60 of the Organic Law 2/2023, of March 22, of the University System., and other applicable legislation.

Now, therefore, both parties agree to the following

**CLAUSES**

**1. Object of the contract**

The object of this contract is the undertaking by the Department/Group/Institute/Researcher of ............................... of the UJI of the Research and Development Project “...................................................” .................. for the Company .......................... at the latter's request.

**2. Individuals responsible for execution of the contract**

The person responsible for the execution of the contract by the UJI will be Prof. Dr. ................................. (the “Head Researcher”), affiliated to the Department of ......................., whose counterpart in the Company will be Mr/Ms ...........................

All notifications, requests or communications by the parties related to this agreement shall be made in writing to the following addresses:

|  |  |
| --- | --- |
| To the COMPANY | To the UJI |
|  |  |
| **Scientific-technical communications:** | **Scientific-technical communications:** |
| (Insert company name) | UNIVERSITAT JAUME I OF CASTELLÓ |
| Attn.  | Department/Institute |
| Address | Attn.  |
| Postcode  | Address: |
|  | 12071 Castelló, Spain |
| Email:  | Email:  |
| Tel:  | Tel:  |
|  |  |
|  |  |
| **Other communications:** | **Other communications:** |
| (Insert company name) | UNIVERSITAT JAUME I OF CASTELLÓ |
|  | OCIT |
| Attn.  | Attn. Ismael Rodrigo Martínez |
| Address: | Avenida Vicent Sos Baynat s/n |
|  | 12071 CASTELLÓ |
| Email:  | Email: irodrigo@uji.es |
| Tel:  | Tel: 964 387485 |
|  |  |
|  |  |
| **For financial issues:** | **For financial issues:** |
| Attn. | Attn. Ismael Rodrigo Martínez |
| Tel:  | Tel: +34 964 387485 |
| Email: | Email: irodrigo@uji.es |
| **Data Protection Officer:** | **Data Protection Officer:** |
|  | protecciondatos@uji.es  |

**3. Conditions of acceptance of the project**

The researcher in charge agrees to undertake this research according to the Report (Appendix I) which is attached as an integral part of this contract.

**4. Duration**

The expected duration of the project is ............ (months, years) counted from the date of signing of this contract, which may be renewed by mutual agreement if both parties consider it appropriate to continue it. In this case, they will sign an extension to that effect prior to the completion of the contract.

The provisions of clauses 9 to 18 will remain in force after the termination of this contract.

**5. Reporting**

The researcher in charge will submit the reports indicated in Appendix I to the Company, and will issue a final report setting out the conclusions reached on completion thereof.

The Company shall acknowledge receipt of each partial or final report submitted to it.

**6. Amount and conditions of payment**

In return for carrying out the project, the Company undertakes to pay to the UJI the sum of € ..................... (......... euros), payable to the UJI as follows:

* € ........... (............. euros) on signing the contract.
* € ........... (............. euros) ...............(upon delivery of work)
* € ........... (............. euros) upon completion of the project.

The appropriate Value Added Tax must be added to the amounts above.

**7. Method of payment**

The above amounts shall be paid into current account no. 2216091024 at the Banco Santander S.A. (Bank code: 0049, branch code: 4898, control digit: 90) | IBAN ES78 0049 4898 90 2216091024, at the branch at Carrer Major, 29, 12001 Castelló de la Plana, in the name of the UJI, against an invoice addressed to Mr/Ms ......................... of the Company ................................., payable within 30 days from the date of issue of the relevant invoice.

Failure to make the payment within the deadline may be subject to the provisions of Spanish Law 15/2010 of 5 July, amending Law 3/2004 of 29 December, which establishes measures against late payment in commercial transactions, and the compensation for recovery costs stipulated in article 8 of the said Law.

**8. Occupational risk prevention**

Both parties undertake to comply with Royal Decree 171/2004, of 30 January, which implements Article 24 of Spanish Law 31/1995, of 8 November, on occupational risk prevention during the coordination of their business activities.

* If the work is carried out at the UJI by UJI staff, it is considered to be a UJI-specific research activity. The following considerations must be taken into consideration:
* If samples of the company’s materials are used in the research, the company must provide information regarding their toxic properties and the precautions to be taken when handling these materials (e.g. use of individual protection equipment).
* If the company’s equipment or machinery are used in the research, the company must provide information regarding their use and operation, such as instructions and precautions for their use.
* If the work is carried out at the UJI by company staff, the lecturer in charge must inform the company staff of the risks and on the UJI's emergency measures (see the OPGM’s website) at

<https://www.uji.es/serveis/opgm/base/docum/procediments/inemex.pdf>

* If UJI staff carry out the work on the company’s premises, the company must inform these members of the UJI staff regarding the emergency measures set out in the company’s Emergency Plan.

All the foregoing information must be provided in writing when the risks are considered to be high or very high.

**9. Confidentiality of information**

Both parties undertake not to disclose any aspect of the scientific or technical information belonging to the other party to which they may have had access during the research and development project which is the object of this contract.

This obligation shall not apply when:

1. The receiving party has evidence that it was aware of the information before receiving it.
2. The information received is or becomes public knowledge.
3. The receiving party has obtained prior written authorisation to disclose it.
4. The information is subpoenaed.

Both parties undertake to ensure that all staff members participating in the project are aware of and observe the commitment to confidentiality governed by this clause.

**10. Results of the project**

***Optional:*** *Each party will remain the owner of the Prior Knowledge contributed to the project. None of the Knowledge Prior to the Project shall be deemed to be transferred to the other Party by virtue of this contract.*

The results of the project will be considered to be the information or material, protected or otherwise, which has been identified as a result in the reports delivered to the company by virtue of clause 5, and which are derived from the Project which is the object of this contract.

**11. Industrial property**

The rights to the results of the project will belong to the Company.

Insofar as the results obtained are subject to legal protection by means of a patent or other industrial property rights, the Company will have priority when applying for the protection rights concerned, and the staff members of the UJI and the Company who have contributed intellectually to obtaining the results in question shall be mentioned as inventors or authors.

If at any time a result that is patentable or protectable by means of other industrial property rights is obtained from the work of the Project, the Project Manager will notify the Company thereof through the OCIT of the UJI by means of a description of the invention and the identification of the inventors.

The Company shall inform the UJI of the decision to apply for the appropriate rights within a period of three months from the said date of notification.

In this case, the UJI will retain a non-exclusive, non-transferable and free licence for the use of these results for research and teaching purposes.

If the Company decides not to continue with the application or to relinquish any of the rights applied for, it shall notify the OCIT of the UJI thereof so that within 3 months, the latter can decide whether to continue with the application for these rights or to maintain them under in its own name and at its own expense.

If the Company is not interested in any of the protectable results of the project, it must notify the OCIT of the UJI by registered post within 3 months following the notification of the same. If there is no notification by the Company within this period, the UJI shall be deemed to be authorised to protect and exploit these results.

**12. Cooperation in the protection of results**

Both parties undertake to cooperate insofar as it is necessary to achieve the enforceability of the rights recognised in the aforementioned co-ownership agreement. This cooperation includes obtaining the signature of the inventors or authors responsible for the research of documents necessary for processing intellectual or industrial property rights, as well as their extension to other countries, if and when so decided.

**13. Confidentiality and publication of the results**

Both parties undertake to ensure that all staff members participating in the project are aware of and observe the commitment to confidentiality governed by this clause.

The data and reports resulting from the project, as well as the final results obtained, shall be confidential for the UJI. If the UJI wishes to use the partial or final results, partly or in full, to publish or disclose them by any means, it shall ask the other party for its consent by means of a reliable method of communication, for the attention of the person responsible for monitoring the project.

The Company shall reply in a reliable manner within thirty days, providing its authorisation, reservations or disagreement regarding the information contained in the publication or disclosure. Failure to answer within this period will be understood as tacit authorisation for disclosure of the information.

The Company may use the partial or final results, in part or in full, for publication or disclosure to the extent that this is permitted by the rights granted, provided that this does not affect the possible protection of results by industrial property rights. However, the use of the name of the UJI for advertising purposes will require the prior express written authorisation of the UJI's competent bodies.

Particular reference must always be made to this contract in the cases of publication or disclosure by either party.

As regards both publications and patents, the authors of the paper will always receive due mention, and in the case of patents they will be listed as inventors.

**14. Dissemination of the cooperation**

Both parties may mention their cooperation during activities aimed at promoting or publicising the importance of collaboration between academia and industry. This allusion to the UJI or the Company will be generic, and shall respect the conditions of confidentiality concerning the information and results.

**15. Exploitation of results and regulation of royalties**

The Company may freely exploit the results obtained to the extent that this is permitted by its possession of the rights established above and the conditions regulated by this clause.

The Company shall notify UJI’s OCIT of its decision to exploit the results and the time in which the exploitation takes place, whether it intends to do it by itself or through authorised third parties.

If the Company has not started to exploit the results within a maximum period of four years from the date of application for the relevant legal rights, it will transfer to the UJI possession of the property rights to the said results provided that the latter is interested.

***Optional:*** *In the event that the Prior Knowledge of the UJI is necessary for the exploitation of the results of the project, the Company will be granted a non-exclusive, non-transferable licence, limited to the exploitation of the results, in exchange for a payment to be agreed upon in additional written document, before the Company begins its exploitation of the results.*

In return for the exploitation of the results, the Company must pay the UJI the appropriate royalties, consisting of:

A sum and/or fee to be determined by prior agreement at the beginning of the exploitation and which will be defined at a reasonable level, taking the procedures or products of the same type on the market as a benchmark and considering the financial contributions of the parties to the project.

The Company is required to provide the OCIT of the UJI with a twice-yearly list in writing of the operations undertaken by the Company that generate revenue for it as a consequence of the exploitation of the results within thirty days after the end of each calendar six-month period (30 June and 31 December). The UJI will invoice the Company for the fees stipulated in this clause, upon receipt of the said twice-yearly list.

The Company will maintain accounting files and ledgers, so that they include all the reasonably necessary information for the calculation and verification of the amounts due. The Company will allow the UJI, or its designee, to inspect the records, files and ledgers for the sole purpose of determining the amounts payable by the Company, subject to a request for authorisation.

**16. Subcontracting of exploitation of results**

If the Company subcontracts the exploitation of the project results, it must notify the UJI thereof and safeguard the latter's rights with respect to rights stipulated in this contract.

**17. Liabilities deriving from the exploitation of results**

The Company assumes responsibility for all liabilities resulting from the exploitation of results.

The UJI assumes no liability with regard to third parties and shall not be a party to any litigation deriving from the manufacture and commercial exploitation of the results of the research.

**18. Due diligence**

Both parties shall exercise due caution and reasonable diligence to avoid commitments that may affect the implementation of this agreement.

**19. Amendment of the contract**

The parties may amend this contract by mutual agreement and in writing.

The technical project managers will notify the OCIT in writing of this intention in order for the amendment to be made.

**20. Cancellation of the contract**

The research undertaken under the terms of this contract may be discontinued by mutual agreement between the contracting parties, either because they consider the work to have been completed before the period envisaged, or for any other reason.

The UJI researcher in charge shall provide the Company with a report of the results obtained until the project was discontinued. The Company may freely use the said results, providing that the conditions stipulated in clauses 9 and following are met.

**21. Termination of the contract**

If the agreed project is not completed for reasons attributable to the UJI, the contract shall be automatically terminated. In this case, and if the Company wishes to use the results obtained, the work carried out shall be evaluated and on payment of the amount determined by that evaluation, the Company shall receive a report from the UJI containing the results, which may be used under the conditions established in this contract.

Non-payment by the Company within any of the deadlines shall entitle the UJI to terminate the contract and claim compensation for damages caused, which shall in all cases include the costs it has incurred, or to which it is committed, as a result of executing the project until that point.

Furthermore, if the Company wishes to unilaterally end the work before its completion, it must pay the UJI the value of the work already completed. In addition, the Company must reimburse the UJI for all the expenses that it has incurred or to which it is committed as a result of undertaking the project until that point, as well as any material purchased or which the UJI has made a commitment to purchase in order to undertake the project, for which the company is obliged to assume the cost. In return, the Company will receive a report from the UJI containing the results obtained until that point, which it will be able to use under the conditions established in this contract.

**22. Jurisdiction**

The Company and the UJI undertake to amicably resolve any disagreement which may arise during the application of this contract.

In case of conflict, both parties agree to accept the jurisdiction of the Courts of Castelló de la Plana, waiving any other jurisdiction to which they may be entitled.

**23. Personal data protection**

Issues concerning personal data protection shall be governed by the terms referred to in annex II.

In witness whereof, the parties sign two copies of this contract.

|  |  |
| --- | --- |
| FOR THE COMPANY | FOR THE UNIVERSITAT JAUME I |

|  |  |
| --- | --- |
| Mr/Ms .........................................………..……. ..... …………… 2024 | Mr José David Cabedo SemperCastelló de la Plana, …… ................. 2024 |
|  |  |

**APPENDIX I**

**SCIENTIFIC-TECHNICAL REPORT**

APPENDIX II

The Parties undertake the commitment, in accordance with the relevant and applicable terms, to comply with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and other applicable provisions.

When personal data is processed by a third party on behalf of either of the signing parties/ any signing party, the processing carried out by the processor shall be governed by a contract or other legal act which connects the processor with the controller and includes the content provided by Article 28 (3) of the GDPR.

If the processor engages another processor to carry out certain processing activities on behalf of the controller, this second processor shall be subject to the same obligations, by means of a contract or other legal act, and the controller's prior written authorisation will be required.

When data is transferred to third countries on behalf of either of the signing parties/ any signing party or the processor, this data transfer can be carried out to a third country or an international organisation without the need for any authorisation if there is an adequacy decision which ensures an appropriate level of protection. If an adequacy decision is not made, a suitable safeguard must be provided in accordance with Article 46 of the GDPR, a binding corporate rule must be established following Article 47, or applicable exemptions, from among those defined in Article 49 of the GDPR, shall be considered.

Within the framework of this Agreement, if a third party is provided with personal data, the receiving party shall be responsible for the data processing and shall be authorised by the data subjects before starting the processing. The receiving party shall not disclose the data to third parties, unless it is necessary to fulfil the aims of the Agreement and provisions have been established for this purpose, or it has been required to do so by a competent authority, a judge or a court according to the law in force. In any other case, the receiving party shall be responsible for the new data processing and the request for consent to the data subject, if necessary.

The disclosing party ensures that the data transferred has been obtained legitimately and that the data subjects have been informed and, if necessary, their consent has been requested in order to carry out the communication or communications arising from the implementation of this agreement or contract. Furthermore, the disclosing party undertakes to notify the receiving party about any rectification or deletion of the data that has been requested by the data subjects, while the data is being processed by the receiving party in order to make them effective.