**RESEARCH AND DEVELOPMENT AGREEMENT**

**BETWEEN**

**Public Body**

**And Company**

[City], [Month] [day], 201X.

Of the one part, Mr./Ms.[…], with national identity card number […], acting on behalf of [name of the public research organization], with registered office at [include address], with identification number […], and acting in his/her capacity as […] acting with power to act on the name and on behalf of the public research organization (hereinafter referred to as “Public Body”).

Of the other part, Mr./Ms.[…], with national identity card number […], acting on behalf of [name of the Company], with registered office at [include address], with tax identification number […], duly registered in the Companies Registry of […] with number […] and acting in his/her capacity as […] acting with power to act on the name and on behalf of the company (hereinafter referred to as “Company”).

Public Body and Company are individually referred to hereinafter as the “Party” and collectively as the “Parties”.

Both Parties mutually acknowledge their legal capacity to enter into and be bound by this agreement and to that effect they state the following

**WHEREAS**

1. Public Body, through the... (hereinafter, XXX-Public Body), conducts research in the field of […].

***Optional:*** *In case that there is ownership / licensing of prior rights either of the Public Body or of the Company (please check if there are property titles, etc.) that are necessary to perform the obligations of this Agreement and / or the Subsequent exploitation of the results of this Agreement, please select and add one of the following options:*

***Option a.-*** 4.- That the Public Body is the owner (*delete what does not apply*) of the following knowledge / materials / rights (*delete what does not apply*) obtained by the Public Body that are considered necessary for the Project and that shall be available to the Project by means of a user’s license limited to the activities of the project (hereinafter, Prior Knowledge of the Public Body) (the terms of said license must be included in the corresponding clauses) ):

1.- …………………………………………………………

2.- …………………………………………………………

***Option b.-*** 4.-That the Public Body is the licensee of rights to use and / or of commercial exploitation of the following knowledge / materials / rights (*delete what does not apply*) obtained by the Public Body of ... .... (*indicate company name or licensee entity*) that are considered necessary for the Project and that shall be sublicensed to the Company for its exclusive use within the Project (hereinafter, Prior Knowledge of the Public Body) (the terms of said license shall be included in the following clause):

1.- …………………………………………………………

2.- …………………………………………………………

The complete description of the foregoing knowledge, materials, rights or titles is included in Annex II, which forms an integral part of this Agreement.

*(Optional, include it when the previous statement is not sufficient for the complete description of the same, otherwise delete)*

1. That the Company develops its activity in the sector of […] and is interested in the collaboration with the Public Body for the development of research on […].
2. That both Parties, for the functions and competences that they have entrusted, consider of the utmost interest to establish the regulatory framework of their relationship and thus promote and facilitate collaboration in projects of common interest in the field of […].

Now therefore, for and in consideration of the above recitals, the Parties intending to be legally bound by the present Agreement hereby agree the following:

**CLAUSES**

1. **PURPOSE** 
   1. The purpose of this Agreement is the development, by Public Body, at the request of the Company *(optional if the company will be involved in the activities of the Project),* and in cooperation with it, of the Research and Development Project named “……………..” (Hereinafter the “Project”).
2. **RESPONSIBLE FOR THE PROJECT AND MONITORING**
   1. The person responsible for the development of the Project on behalf of the Public Body will be Dr. /Dra. [name and surname] (Hereinafter the Researcher), assigned to the Institute / Center ..., which will have as a valid interlocutor on behalf of the Company D. /Dña. / Dr. /Dra. [Name and surname].
   2. Any notice, request or communication that the Parties must address under this Agreement, will be made to the following addresses:

|  |  |
| --- | --- |
| To the Company | To the Public Body |
|  |  |
| **Communications of a scientific-technical nature:** | **Communications of a scientific-technical nature:** |
| [*Name of the Company*] | Institute/Section…………… |
| Att. …………… | Att. [Researcher responsible] |
| Address: | Address: |
|  |  |
| Email: ……………. | Email: ……………… |
| Tel: ……………… | Tel: …….. |
| Fax: …………….. | Fax: ……..… |
|  |  |
| **For financial matters:** | **For financial matters:** |
| Att. ……………….. | Att. Institute Management |
| Tel: .............. | Tel: .............. |
| Email: ………………… | Email: ………………… |
|  |  |
| **Any other communications:** | **Any other communications:** |
| [*Name of the Company*] | Deputy Director…. |
| Att. ……………….. | Att. Deputy director…. |
| Address: | Address: …. |
| Email: …………….. | Email: ….. |
| Tel: ………………. | Tel: .............. |
| Fax: …………….. | Fax: ............... |

1. **CONDITIONS OF ACCEPTANCE OF THE PROJECT**
   1. The Public Body agrees to the execution of the aforementioned project, in accordance with the scientific and technical specifications detailed in Annex I that accompanies this Agreement, forming part of it. In the event that the Project is carried out, totally or partially, in collaboration with the Company, the Company agrees to carry out the activities that for its part or in common with the Public Body are necessary for the correct execution of the Project in accordance with the scientific technical specifications that are included in Annex I.
2. **TERM**
   1. This Agreement will enter into force on the day of its signature. Its term will be that for the development of the project and will be [letter] [figure] months from the date of its signature. It may be extended if the expected results had not been reached by the established term, and the Parties considered their continuation to be appropriate. In this case, and always before the end of the Agreement, the Parties will subscribe an extension to that effect.
   2. The provisions of clauses SEVENTH to FOURTEENTH shall survive the termination of this Agreement.
3. **REPORTS**
   1. The Public Body, through its Investigator/Responsible, will send the Company the reports that are detailed in Annex I. Once the Project is finished, the Public Body will issue a final report establishing the conclusions reached in it. The delivery of those reports mentioned is against the certification issued by the Company in the record of receipt. In the event that the Project has been carried out, totally or partially, in collaboration with the Company, the Company will issue the corresponding reports according to Annex I.
4. **AMOUNT, CONDITIONS AND METHOD OF PAYMENT**
   1. As consideration for the completion of the Project, the Company agrees to pay the amount of........... € (............. Euros) that the Public Body will accrue in accordance to the following deadlines:

- ........... € (............. Euros) upon signature of the Agreement

- ........... € (............. Euros) to (for example: according to work delivery, specific time periods, etc.)

- ........... € (............. Euros) upon completion of the Agreement.

* 1. These amounts must be increased with the corresponding VAT[[1]](#footnote-1).
  2. No payment will be linked to the success of the results obtained without prejudice to compliance with the obligations necessary for such payment to occur[[2]](#footnote-2).
  3. The aforementioned economic consideration may finance the hiring of temporary staff under the Project object of this Agreement. The aforementioned personnel will work on behalf of and under the dependence of the Public Body. However, the Public Body will not initiate the hiring of personnel or the committed works until the initial payment established has been received.
  4. The Public Body will issue the corresponding invoices within the established deadlines and if there is no disagreement, in accordance with the provisions of the Spanish Law 3/2004, of December 29, which establishes measures to combat default in commercial operations, will be paid before maturity by bank transfer to account no. ... ... .. .........., Of the Bank / Fund / Denomination opened in ......, in the name of the Public Body / Center or Institute of the Public Body, indicating as reference of the income the invoice number that is paid.
  5. In case of disagreement with the invoice, it must be rejected within 15 calendar days of receipt, stating the reasons for the rejection.
  6. In any case, failure to comply with the payment deadline by the Company may be considered cause for termination of this Agreement in accordance with the provisions of Clause Sixteen.

1. **CONFIDENTIALITY**
   1. Both Parties agree not to disclose, under any circumstances, the scientific, technical and / or business information belonging to the other Party to which they had access within the framework of this Agreement.
   2. The confidentiality obligation hereinabove mentioned shall not apply if:
      * The information was already known by the Party receiving the information prior to the starting of their cooperation, as long as there is evidence of such knowledge.
      * The information received is in the public domain or comes into the public domain through means different to an infringement of the confidentiality obligation stated in section above.
      * The Party receiving the information obtains the prior consent in writing for its disclosure by the Party disclosing the information.
      * The Party has received the information legally from a third party.
   3. Without prejudice to the foregoing, the Party receiving the confidential information from the other Party may disclose it as a result of an administrative or court order, as long as Party requested to disclose the information has previously notified the other Party and has given the other Party (if possible) the opportunity to oppose to the necessity of such disclosure and/or it has been given the opportunity to request any injunction or protective measure so any confidential information is disclosed only for the purpose of such order.
   4. Each Party warrants that all its employees shall be obliged to know and maintain the confidentiality obligation stated in the present clause.
2. **PREVIOUS KNOWLEDGE OF THE PARTIES**
   1. Each Party will continue to own the Prior Knowledge contributed to the Project[[3]](#footnote-3) that is identified in Annex II. Under this Agreement, none of the Prior Knowledge contributed to the Project is understood to be assigned to the other Party (Precedent Knowledge is understood as all data, technical knowledge or information, whatever its form or nature, tangible or intangible, including all right, such as the rights of industrial and intellectual property belonging to any of the Parties prior to the entry into force of the Agreement and that is necessary for the execution of the Project or for the exploitation of its results). Each of the Parties grants to the other a non-exclusive license to use the Prior Knowledge only to carry out research tasks within the framework of this Agreement.
3. **RESULTS OF THE PROJECT**
   1. Any tangible or intangible product that has been identified as such in the reports referred to in Clause Five, including data, knowledge and information obtained in the Project, whatever their form or nature, whether or not they can be protected, as well as any derived right, including industrial and intellectual property rights will be considered Results of the Project.
   2. The Public Body reserves the right to use the Results obtained during the execution of the Project for the purposes of its own research and teaching under the conditions established in this Agreement, without prejudice to the provisions of the following clauses.
4. **INDUSTRIAL AND INTELLECTUAL PROPERTY OF THE RESULTS**[[4]](#footnote-4)
   1. If a potentially useful or marketable result is obtained from the works of the Project, protected or not by an Industrial or Intellectual Property title, the party that obtained it will communicate it to the other party within a maximum period of 3 months by means of a description in writing of the result and / or invention and the identification of the authors or inventors. The delivery of the aforementioned description in writing will be made against certification issued by the other party with the record of its receipt.
   2. The ownership of the results that are protected or not generated as a consequence of the execution and development of the Project will be of the Public Body and of the Company, and to the extent that these results are susceptible to legal protection, both entities will share the preference to request the joint ownership of the Industrial or Intellectual Property Rights related to inventions or other titles that may derive from said results, appearing as inventors / authors those researchers of the Public Body and / or of the Company that have contributed intellectually to the obtaining of this results.
   3. The Public Body / Company *(to choose the option negotiated)*[[5]](#footnote-5) authorize the other Party to initiate the necessary steps for the evaluation, preparation and request of the corresponding shared title of Industrial or Intellectual Property. Both Parties will inform each other in writing about the confirmation or not of participating as holders of the corresponding title and will act at all times in a diligent and consensual manner for the execution of the above mentioned actions aimed at the correct protection of the results of the Project within a maximum period three months after receiving the aforementioned description. These previous decisions will be endorsed with the signing of the corresponding joint ownership and rights exploitation agreement, together with the aspects indicated in the Clause Thirteenth.
   4. In any case, both Parties undertake that these maximum periods may not prejudice or render void the potential request of the corresponding title of Industrial or Intellectual Property. Both Parties will collaborate in the evaluation and drafting of the corresponding title with the own resources that they have or with the external ones that can be contracted and will agree on the request of the corresponding title in writing before their request with the corresponding office. The [authorized entity] will previously inform the other Party in writing of the request for the corresponding legal title.
   5. The co-ownership of each one of the Parties will be determined based on the intellectual and material contribution of each of the Parties to the Project.
   6. In the event that one of the parties is not interested in being a co-owner in any of the Project's protected results, the other party may request the corresponding title of property in his own name and cost. Thus, the non-participating party will deliver in writing to the titular party the information and data to its credit and necessary for the protection and commercial exploitation of said results by the party holding the rights.
   7. If later, once the patent has been requested in the joint ownership of the Company and the Public Body, one of the owners decided not to proceed with the procedure or abandon any of the titles already granted, will notify the other party in writing so that it decides to continue or not with the processing of the titles or the maintenance of the same in its own unique name and costs, being enabled between both parties and from said communication a maximum period of 3 months for the correct protection of the same. Thus, the non-continuation of the processing or abandonment mentioned by one party entails the transfer of ownership and ownership of said titles to the other party, as well as the delivery in writing of all the information and data available on their part and necessary to the protection and commercial exploitation of said results. In any of the cases and once one of the parties is the sole holder of the corresponding title may freely license it to third parties without any commitment to the other Party.
   8. In any case, the assigning party will retain a non-exclusive, non-transferable and free license of these results for use in research and teaching.
5. **COLLABORATION IN THE PROTECTION OF RESULTS**
   1. Both parties undertake to collaborate to the extent necessary to achieve the effectiveness of the rights recognized in this Agreement. This collaboration includes the obtaining of the signature of the inventors or authors of the investigations in the documents necessary for the processing of the titles of Industrial or Intellectual Property as well as for its extension to other countries when this is decided.
6. **PUBLICATION OF RESULTS**
   1. In no case may the result of an investigation susceptible to be protected be published before the deadlines mentioned in Clause Twelve elapse or until the Public Body / Company has taken the necessary measures for its adequate protection

CHOOSE ONE OF THE OPTIONS:

***Option 1.- Freedom of the Public Body for the publication of the results***

The Public Body may use the partial or final results, in part or in its entirety, for publication or dissemination by any means.

In case of publication or dissemination of results by any of the parties, special reference will always be made to this Agreement. Both publications and patents will always respect the mention of the authors of the work; in the latter they will appear as inventors.

In any case, the name and / or logo of the Public Body shall not be used for advertising or commercial purposes by the Company. Any other type of use will require the prior and express authorization in writing of the Public Body.

***Option 2.- Limitation of the Public Body to the publication of the results***

The data and reports obtained during the execution of the Project, as well as the final results, will be confidential for the Public Body. When the Public Body wants to use the partial or final results, in part or in its entirety, for publication or dissemination by any means, it must request the conformity of the Company by means of a reliable communication method addressed to the person in charge of the follow-up of the Project by the Company.

The Company must answer in writing within a maximum period of thirty (30) calendar days, communicating their authorization, reservations or disagreement regarding the information contained in said dissemination. Once said period has elapsed without obtaining a response, it shall be understood that silence is the tacit authorization for its dissemination.

The Company may use the partial or final results, in part or in its entirety, for publication or dissemination. In case of publication or dissemination of results by any of the parties, special reference will always be made to this Agreement. Both publications and patents will always respect the mention of the authors of the work; in the latter they will appear as inventors. In any case, the name and/or logo of the Public Body shall not be used for advertising or commercial purposes by the Company. Any other type of use will require the prior and express authorization in writing of the Public Body.

1. **EXPLOITATION OF RESULTS AND REGULATIONS OF ROYALTIES**
   1. When Previous Knowledge of the Public Body is necessary for the exploitation of the results of the Project, the Public Body shall grant the Company a non-exclusive and non-transferable license, limited to the exploitation of said results, which shall include an economic consideration additional to that corresponding by the results of the project.

***Option 1.- Shared ownership with exploitation agreement of exclusive rights with the royalties agreed in this Agreement***

Both Parties undertake to sign a joint ownership and rights exploitation agreement, renouncing to the individual exploitation right provided for in article 80.2 of the Spanish Law 24/2015, of July 24, on Patents. By virtue of this agreement of joint ownership and exploitation of rights, the Public Body shall attribute to the Company exclusively the rights of use and exploitation of the shared results that correspond to it, legally protected or not, that have their origin in the research project object of this Agreement. Said joint ownership and exploitation of rights agreement will be signed by both Parties once they have notified in writing their interest to participate as joint owners of the Industrial or Intellectual Property title or that the existence of results mentioned in Clause Tenth and during the indicated maximum period of four months.

In any case, both Parties undertake to subscribe to the aforementioned joint ownership and rights exploitation agreement before applying for the aforementioned title of shared Industrial or Intellectual Property. This agreement will be defined directly by the competent services of the Public Body and the Company.

In the aforementioned agreement of co-ownership and exploitation of rights, the parties will stipulate the percentages of ownership of the title of Industrial or Intellectual Property, the appropriate economic considerations to be paid by the Company to the Public Body (opting for some or a mixture of the following basic modalities of economic compensation, which will be negotiated in each case directly by the competent services of the Public Body and the Company) which will be the following:

A: A fixed amount of [indicate in each case], in a single payment or in several periodically established [indicate the milestones to reach that determine the payments].

B: A fee [indicate in each case] (%) on the net sales that the Company receives from the exploitation, by itself or through third parties, of the results of the project.

C: A fixed amount of [indicate in each case] in a first payment and a fee of [indicate in each case] (%) on the net sales that the Company receives from the exploitation, by itself or through third parties, of the results of the project;

as well as any other aspects related to the framework of commercial use and exploitation of the results, which they considered of interest.

1. The term "net sales" as used in this Agreement shall mean the amount actually invoiced and received by the Company, from its customers for the sales of the PRODUCT, PROCEDURE or SERVICE originated by the mentioned exploitation rights, after deducting those commercial discounts that have been granted, as well as refunds, discounts and taxes such as VAT and / or others, directly applicable to the sale of the PRODUCT, PROCEDURE or SERVICE,

***Option 2.- Shared ownership with agreement on the exploitation of rights exclusively to agree the royalties in the future.***

Both Parties undertake to sign a joint ownership and rights exploitation agreement, renouncing the individual exploitation right provided for in article 80.2 of Spanish Law 24/2015, of July 24, on Patents. By virtue of this agreement of joint ownership and exploitation of rights, the Public Body shall attribute to the Company exclusively the rights of use and exploitation of the shared results that correspond to it, legally protected or not, that have their origin in the research project object of this Agreement. In the aforementioned legal document, the Parties will stipulate the percentages of ownership of the patent, the appropriate economic considerations to be paid by the Company to the Public Body, as well as any other aspects related to the exploitation framework of the results, which they consider of interest.

In any case, both Parties undertake to sign the aforementioned agreement of ownership and exploitation of rights before applying for the aforementioned title of shared Industrial or Intellectual Property. In the event that this is stated by the Company, said agreement will be defined directly by the competent services of the Public Body and of the Company.

* 1. In addition, the Company undertakes by this Agreement to take charge of all costs of application, international extension, concession and maintenance of Industrial or Intellectual Property titles co-owners with the Public Body.
  2. In the event that the aforementioned agreement for the exploitation of rights is terminated in the future, the Public Body and the Company may exploit the results of the Project freely by itself or by granting licenses to third parties without any commitment to the other Party.

1. **RESPONSIBILITIES ARISING FROM THE EXPLOITATION OF RESULTS**
   1. All the responsibilities arising from the exploitation of the results will be of the Company. The Public Body does not assume any responsibility towards third parties and is totally oblivious to litigation arising from the development, manufacture, distribution and commercial exploitation of the results of the Project.

1. **AMENDMENT OF AGREEMENT**
   1. The Parties may amend this document by mutual agreement and in writing.
   2. In the event that during the development of the present Agreement, the contract has been modified by mutual agreement of the parties, the modification of the activities is carried out and made in any other part of the document. Annex I, which implies a relevant modification of the work conditions described initially shall be endorsed in writing by the Parties in the corresponding Addendum to this Agreement.
2. **TERMINATION**
   1. The general causes for termination admitted by law shall be causes for termination of this Agreement. Causes of termination of this Agreement shall be considered to be, including but not limited to, the following:

1.- By express agreement between the Parties, either because they consider the work completed before the marked period or for any other reason.

2.- Force majeure. If for this reason any of the Parties is obliged to terminate this Agreement, it must communicate it in a reliable manner to the other Party.

3.- For serious breach of the obligations assumed in this Agreement by a Party. Serious breaches, without limitation, will be considered, at least the following: non-payment of any economic amount due under this Agreement; lack of reporting; breach of the duty of confidentiality; or lack of collaboration in the evaluation, preparation and application of the eventual title of Industrial Property. For the termination due to infringement, the following procedure will be followed:

1. When one of the Parties considers that there is a breach by the other, it will notify it in a reliable manner at the address expressed in this Agreement, stating the reason for the breach and requiring its correction. The lack of reception of the reliable communication, if it has been made in the address expressed and has reached the same, will cause the same effects as its reception.
2. The non-compliant Party will have a period of 30 calendar days to remedy the breach.
3. If it is remedied, it must notify the requesting Party, who may show its agreement with it or not. If the Party agrees, the execution of the Agreement will continue.
4. If it is not satisfied, it will notify the non-compliant Party of the definitive termination of the Agreement, in the same way by reliable methods.
5. If this is not remedied, the Agreement shall be deemed terminated from the first reliable communication.
6. In those cases in which the non-compliant Party understands that the communication (first or second) does not respond to reality because there is no breach, is justified or has been corrected, it will have a period of six months from the last communication to go to the Courts of Justice, or where appropriate, urge the alternative dispute resolution method chosen in the following clause, to claim the rights it deems appropriate, but the Agreement shall be deemed terminated except for the subsequent judicial ruling or arbitral award, or settlement through mediation.
7. If the pertinent judicial or extrajudicial claim is not filed within the aforementioned period of six months, it is understood that the breaching Party becomes silent with the resolutory effect and may not claim later.
8. In all previous cases, the Party harmed by the action of the opponent may request the corresponding compensation for the damages caused to it.
   1. In the cases of termination 1 and 2:

- The Public Body shall be entitled to receive from the Company the amount in respect of the work performed or committed with third parties by the Public Body until the date of termination that were not covered by the payments previously made by the Company.

- The Company will have the right to have returned the amount paid on account, once the appropriate amounts have been deducted for the work performed or committed with third parties by the Public Body until the date of termination.

- The Public Body will deliver to the Company, upon payment to the Public Body of the amounts of the aforementioned concepts, a report of the results obtained up to the moment of said termination. The Public Body and the Company may use these results for their own research purposes.

1. **APPLICABLE LAW AND JURISDICTION** 
   1. HAY QUE ELEGIR UNA OPCIÓN Y DEJAR SOLO UNA EN EL CONTRATO FIRMADO

***Option 1:***

The Agreement is a private agreement in its nature and shall be governed by the laws of Spain.

The Parties agree that any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be (…), Spain. The language to be used in the mediation shall be Spanish.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, it shall be referred to court proceedings before the corresponding Courts of (…) with an express waiver of any other jurisdiction that could apply.

***Option 2[[6]](#footnote-6):***

The Agreement is a private agreement in its nature and shall be governed by the laws of Spain.

The Parties agree that any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be (…), Spain. The language to be used in the mediation shall be Spanish.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within ninety (90) calendar days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of ninety (90) calendar days, either party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration shall be (…), Spain. The language to be used in the arbitral proceedings shall be Spanish. The dispute, controversy or claim referred to arbitration shall be decided in accordance with the law of Spain.

***Option 3:***

The Agreement is a private agreement in its nature and shall be governed by the laws of Spain.

The Parties agree that any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to court proceedings before the corresponding competent Courts of (…).

|  |  |
| --- | --- |
| **Public Body** | **Complete name of the Company** |

|  |  |
| --- | --- |
| Mr./Ms. Name(s) Surname(s)  Title | Mr./Ms. Name(s) Surname(s)  Title |

**ANNEX** **I**

**SCIENTIFIC-TECHNICAL REPORT (for guidance purposes)**

**1.- OBJECTIVE AND PURPOSE OF THE PROJECT**

**2.- TECHNICAL DESCRIPTION OF THE PROJECT**

**1.1. Basic description of the project**

**1.2. Methodology and Work Plan**

**- Specific objectives**

**- Definition of responsibilities.**

**- Human resources and materials needed (budget can be indicated).**

**- Expected duration (it is recommended to include a chronogram showing graphically the temporal planning and existing restrictions)**

**- Milestones and results to be achieved intermediate or final (delivery of reports, documentation, software, ...)**

**ANNEX II**

**PRIOR KNOWLEDGE PATENTED (TO BE QUOTED) AND NOT PATENTED (TO BE EXPLAINED)**

1. Agreements with foreign entities or entities located in the Canary Islands, Ceuta or Melilla do not carry VAT [↑](#footnote-ref-1)
2. The R & D activities represent a risk that the company must assume from the beginning paying for them regardless of the success of the results. Otherwise the company would be transferring that risk to the Public Body, but maintaining its degree of opportunity and benefit in case of success. [↑](#footnote-ref-2)
3. This clause must be kept in the Agreement regardless of whether a specific prior knowledge is identified or not at the time of signature. [↑](#footnote-ref-3)
4. As this is a particularly relevant clause, we refer to the comments made in the guide of this Agreement. [↑](#footnote-ref-4)
5. The choice of the party that will be in charge of the management of the patent will be decided according to the technical and professional capacities of each of them. [↑](#footnote-ref-5)
6. Important: When proposing the choice of arbitration as a method of dispute resolution, the entities belonging to the Public Sector must take into account the wording of articles 7 of Spanish Law 47/2003, of November 26, General Budgetary, and 31 of the Spanish Law 33/2003, of November 3, of the Patrimony of the Public Administrations. [↑](#footnote-ref-6)