INSTITUTION RESEARCH AGREEMENT

This agreement (“AGREEMENT”) is between ……………………., TAX ID Number ……. (herein referred to along with its AFFILIATES as the “COMPANY”) and University of Salamanca, Pza de los Caídos 1-5, Salamanca, 37008, SPAIN, TAX ID Number Q3718001E (herein referred to along with its AFFILIATES as the “INSTITUTION”), and establishes the terms under which the COMPANY will support certain research services to be performed by the INSTITUTION. The COMPANY and the INSTITUTION are also referred to herein individually as a “PARTY” and collectively as “PARTIES”.

1. **Research services**
   1. **PROPOSAL.** The research services (herein referred to as the “PROJECT”) to be carried out under this AGREEMENT is described in the Exhibit A, which is hereby incorporated as a part of this AGREEMENT, except for any terms which are inconsistent with the terms set forth herein.
   2. **INVESTIGATORS.** The PROJECT shall be carried out at the INSTITUTION under the direction of …………………….. (herein referred to as the “INVESTIGATORS”). All references to the “INSTITUTION” shall be interpreted to include all responsibilities of the INVESTIGATORS as employees of Salamanca University. The INSTITUTION, through its policies and practices, will cause their INVESTIGATORS to observe the obligations established for this PROJECT as contained herein. Furthermore, it is understood that other INSTITUTION personnel, under the INVESTIGATORS’ direction, may be required to assist the INVESTIGATORS in conducting PROJECT work. Accordingly, the INSTITUTION, through its policies and practices, will also cause such INSTITUTION personnel to observe the obligations established for this PROJECT as contained herein.
   3. **Best Efforts.** The INVESTIGATORS and the INSTITUTION agree to utilize their best efforts to conduct the PROJECT in accordance with terms of this agreement. Further details concerning the PROJECT will be discussed by the INVESTIGATORS with COMPANY representatives. The PROJECT may be amended by written agreement of the PARTIES.
   4. **PROJECT Term.** It is the expectation of the PARTIES that the PROJECT work will begin on or about the 1st ………………. (“PROJECT START DATE”), and will end on the ………………………… (“PROJECT END DATE”).
   5. **AGREEMENT Term.** Unless otherwise agreed to by the PARTIES, all PROJECT work, reports, and consultations will be completed within two (2) months after the PROJECT END DATE, and this AGREEMENT will then terminate (“AGREEMENT TERMINATION DATE”).
2. **Reports and Presentations**
   1. **Reports.** The INVESTIGATORS will provide the COMPANY with periodic reports as may reasonably be required by the COMPANY throughout the PROJECT, as well as a final written report, within two (2) months of the PROJECT END DATE. The final report will include data, interpretation, opinions and recommendations based on the results of the PROJECT.
   2. **Consultation.** The INVESTIGATORS will provide the COMPANY with consultation services regarding the conduct and results of the PROJECT as may reasonably be required by the COMPANY. Such consultations will be held at mutually agreed times and places or will be conducted by telephone. In addition, if the COMPANY requires the INVESTIGATORS to travel to the COMPANY’s facilities to present data and discuss the PROJECT with the COMPANY’s representatives, all reasonable travel expenses of the INVESTIGATORS for such consultations at the COMPANY’s facilities will be reimbursed by the COMPANY in compliance with the COMPANY’s travel policy guidelines, a copy of which is attached for reference. Such payments will be made by the COMPANY within forty-five (45) days after receipt of the INVESTIGATORS’ complete and correct invoice, which is to include a statement fully itemizing expenses incurred.
   3. **Internal Database.** COMPANY may, at its discretion, store information regarding the INVESTIGATORS in a database system to be used for internal COMPANY assessment purposes only. COMPANY will provide to the INVESTIGATORS the INVESTIGATORS’ individual information at any time upon request.
3. **COMPANY’s Confidential Information and Proprietary Materials**
   1. **Obligation of Confidentiality.** In preparation of and during the course of the PROJECT, it may be necessary for the COMPANY to disclose to the INVESTIGATORS and the INSTITUTION, orally or in writing, technical and business information regarding the PROJECT (hereinafter referred to as “INFORMATION”). All INFORMATION is considered to be highly confidential by the COMPANY. In addition, subject to the publication provisions of Section 4 (entitled “Publication and Use of PROJECT RESULTS”), the results of the PROJECT, including all data and reports, will be considered confidential INFORMATION of the COMPANY (hereinafter “RESULTS”). The INVESTIGATORS and the INSTITUTION agree to take all reasonable precautions to prevent disclosure of INFORMATION and RESULTS to others and to not use INFORMATION without the express written consent of the COMPANY. These restrictions upon disclosure and use of INFORMATION will extend beyond the AGREEMENT TERMINATION DATE and any extensions hereof for a period of two (2) years from termination date of Agreement, but shall cease to apply to any specific portion of INFORMATION which:
      1. is already in the INVESTIGATORS’ or INSTITUTION’s possession at the time of disclosure thereof as established by relevant documentary evidence;
      2. is or later becomes available to the public other than by the INVESTIGATORS’ or INSTITUTION’s fault;
      3. is received by the INVESTIGATORS or the INSTITUTION from a third party having no obligation of confidentiality to the COMPANY;
      4. is independently developed by the INSTITUTION by personnel not aware of the INFORMATION as established by relevant documentary evidence; or
      5. is required to be disclosed by law or government regulation.
4. **Publication and Use of PROJECT RESULTS**
   1. **Notification of Publication by INVESTIGATORS/INSTITUTION.** The INVESTIGATORS and the INSTITUTION agree to notify the COMPANY in writing of any decision to publish or present the RESULTS as soon as possible after a decision has been made.
   2. **Publication by COMPANY.** The INSTITUTION and the INVESTIGATORS will be given the first opportunity to publish the PROJECT RESULTS. However, if the INVESTIGATORS and the INSTITUTION decide not to publish the RESULTS, or do not submit the text of a proposed publication of the RESULTS to the COMPANY within the latter of six (6) months of completion of the PROJECT work or within three (3) months of the expiration of any delay of disclosure agreed on pursuant to the paragraph entitled “Delay of Disclosure” herein, the COMPANY may publish the RESULTS.
   3. **Review Prior to Publication.** Each PARTY will submit to the other PARTY, for review, the text of any proposed oral or written disclosure of the RESULTS, including any abstract of the RESULTS, at least six (6) weeks in advance of any disclosure of the RESULTS, including the submission of such proposed disclosure to a journal, editor, selection or review committee or person for a meeting, or other third party. The PARTY preparing such disclosure will consider any suggestions from the other PARTY concerning the disclosure, but is not bound to incorporate such suggestions in any oral or written publications, except for redaction of INFORMATION as necessary for the INSTITUTION and INVESTIGATORS to fulfill their obligations of confidentiality under the section entitled “COMPANY’s Confidential Information and Proprietary Materials” herein.
   4. **Acknowledgement/Use of Names.** In the event that the RESULTS are published in the scientific literature by either PARTY, acknowledgment will be made to the other PARTY and its personnel in the accepted style, as appropriate. The names of the other PARTY and its personnel will not be used by either PARTY in publications, for advertising, for other commercial purposes, or otherwise, without appropriate written permission, unless required by law or government regulation.
   5. **Delay of Disclosure.** If a potentially patentable invention results from the PROJECT and either PARTY wishes to file a patent application covering such invention pursuant to the section entitled “Invention Rights” herein, the PARTIES will negotiate in good faith to determine and agree upon a reasonable delay of any oral or written disclosure of the RESULTS, in order to allow the COMPANY and/or the INSTITUTION to complete development necessary for filing and to file such patent application.
   6. **COMPANY’s Use of RESULTS.** The COMPANY will have the right to use the RESULTS in any manner deemed appropriate to the COMPANY’s business interests, and as required by legal and business obligations, such as to support patent applications, both foreign and domestic, in submissions for product approval to government regulatory agencies, or to satisfy other requirements of any government agency.
5. **Invention Rights**
   1. **Notification of INVENTION(S).** The INVESTIGATORS and the INSTITUTION will disclose promptly and fully in writing to the representative of the COMPANY listed in the section entitled “Notices” herein, all ideas, developments, copyrights, works of authorship (including software), and inventions, whether or not patentable, conceived or reduced to practice by the INVESTIGATORS or the INSTITUTION as a result of the PROJECT (herein referred to as the “INVENTION(S)”). The PARTIES will hold all INFORMATION regarding any INVENTION in confidence until a patent application covering the INVENTION has been filed, or the PARTIES have agreed in writing that no patent application covering the INVENTION is to be filed, or publication of the INVENTION occurs pursuant to the section entitled “Publication and Use of PROJECT RESULTS” herein.
   2. **INVENTION Rights.** All INVENTIONS will be owned by COMPANY. Accordingly, the INVESTIGATORS and the INSTITUTION will assign outright to the COMPANY the entire right, title and interest, worldwide, to INVENTIONS without payment other than the fees provided for herein. The INVESTIGATORS and the INSTITUTION will also execute any and all documents which the COMPANY determines are necessary or convenient to fully implement the COMPANY’s ownership of such INVENTIONS, such as obtaining patents and copyrights, and to fully cooperate in the perfection of such proprietary rights, but at no expense to them. The COMPANY will pay all expenses associated with the preparation and handling of such documents.
   3. **Research Use of INVENTIONS.** Either PARTY may use all the INVENTIONS for its own internal, research or educational purposes without payment to the other PARTY, but such use shall be done adhering to the paragraph entitled “Notification of INVENTIONS” hereof and in a manner such that any patent or license rights of the other PARTY will not be otherwise diminished.
   4. **Warranty of Ownership.** The INSTITUTION and the INVESTIGATORS warrant that they have appropriate ownership rights in the INVENTIONS to carry out their obligations under the section entitled “Invention Rights” herein.
6. **Relationship of the PARTIES**
   1. **Independent Contractor.** The relationship of the INVESTIGATORS and the INSTITUTION to the COMPANY in the performance of the PROJECT is that of independent contractor. It is understood and agreed that the INSTITUTION and the INVESTIGATORS will each perform their duties under this AGREEMENT as an independent contractor and not as an agent, employee, partner or joint venturer of the COMPANY. The INSTITUTION and the INVESTIGATORS will have no authority to bind or commit the COMPANY in any manner whatsoever and will not, at any time, hold themselves out to third parties as having authority to enter into or incur any commitments, expenses, liabilities or obligations of any nature on behalf of the COMPANY, except pursuant to this AGREEMENT.
   2. **No Agent Authorization.** Neither the INSTITUTION nor the COMPANY is authorized or empowered to act as an agent for the other PARTY for any purpose.
7. **Indemnity**
   1. **COMPANY’s Use of RESULTS.** The COMPANY hereby agrees that it will indemnify, defend and hold harmless the INSTITUTION, its ruling and review boards, and the INVESTIGATORS from any and all liability arising out of the COMPANY’s use of the RESULTS, as long as such liability is not caused by the negligent or willful wrong acts or failure to act on the part of the INSTITUTION or the INVESTIGATORS.
   2. **INSTITUTION’s Use of COMPANY MATERIAL.** The COMPANY will indemnify, defend and hold harmless the INSTITUTION, its ruling and review boards, and the INVESTIGATORS, from any and all liability arising out of the use of COMPANY MATERIALS in the PROJECT, as long as the COMPANY MATERIALS are used in accordance with the PROPOSAL or other written instructions of the COMPANY, and as long as such liability is not caused by the negligent or willful wrong acts or failure to act on the part of the INSTITUTION or the INVESTIGATORS.
   3. **Notification of Suit.** In order to maintain the indemnification and hold harmless commitments of the paragraphs entitled “COMPANY’s Use of RESULTS”, and “INSTITUTION’s Use of COMPANY MATERIAL” herein, in effect, the INSTITUTION and/or the INVESTIGATORS will promptly notify the COMPANY of any claim or suit against them, will allow the COMPANY to have full control of any disposition or settlement of such claim or suit, and will fully cooperate with the COMPANY regarding such disposition or settlement.
8. **Compliance with Privacy Legislation Guidelines** 
   1. The INSTITUTION warrants that none of the work required by the PROPOSAL will include the collection or handling of any Personally Identifiable Information (“PII”). “PII” means any information relating to a person that is sufficient to cause them to be identified, directly or indirectly, in particular by reference to an identifiable number or to one or more factors specific to physical, physiological, mental, economic, cultural, or social identity. If the scope of the PROPOSAL changes such that the collecting or handling of PII becomes necessary, the INSTITUTION agrees to promptly notify the COMPANY in writing regarding such change.
9. **Payments**
   1. **Total.** In consideration of the foregoing, the COMPANY agrees to pay to the INSTITUTION the sum of ……. Euro (€……..)
   2. **Timing.** Payments will be made by the COMPANY as follows:
      1. ……….

**Total Fees and Expenses.** INVESTIGATORS expenses shall be reimbursed as outlined in the paragraph entitled “Consultation” herein. Total fees and expenses for the entire AGREEMENT shall not exceed …………………………. Euro (€……..).

1. **AGREEMENT Term and Termination**
   1. This AGREEMENT will become effective on the last date of execution of this AGREEMENT by the PARTIES, and shall terminate as provided in the paragraph entitled “AGREEMENT Term” herein, unless otherwise terminated pursuant to the paragraph entitled “Option to Terminate” herein.
   2. **Option to Terminate.** COMPANY will have the right to terminate the PROJECT and this AGREEMENT upon thirty (30) days written notice to the INSTITUTION; or in the event that the INSTITUTION, the INVESTIGATORS, or any person employed by the INSTITUTION is debarred by any regulatory authority during the term of this AGREEMENT; or in the event that the INVESTIGATORS become unable to continue the PROJECT for any reason. Upon such early termination, all uncommitted funds previously paid by the COMPANY will be returned to the COMPANY by the INSTITUTION.
   3. **Surviving Rights and Obligations.** The rights and obligations of the PARTIES set forth in the sections entitled “COMPANY’s Confidential Information and Proprietary Materials”, “Publication and Use of PROJECT RESULTS”, “Invention Rights”, “Indemnity”, and “Compliance with Privacy Legislation Guidelines” herein, as well as any other duties and obligations set forth in this AGREEMENT which have accrued prior to termination, will remain in effect beyond the TERMINATION DATE.
2. **Notices**
   1. **To COMPANY Regarding PROJECT.** All further communications to the COMPANY regarding the PROJECT are to be directed to:

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| …. |
| ……. |
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* 1. **To COMPANY Regarding INVENTIONS.** All further communications to the COMPANY regarding INVENTIONS as provided in the paragraph entitled “Notification of INVENTIONS” herein, are to be directed to:

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| …..  …..  …..  …. |

* 1. **To INSTITUTION Regarding PROJECT.** All further communications to the INSTITUTION regarding the PROJECT are to be directed to:

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| ..... |
| … |
| …. |
| …… |

* 1. **To INSTITUTION Regarding Contract Administration.** All further communications to the INSTITUTION regarding the administration of contracts are to be directed to:

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| --- |
| Alfredo Mateos García  Technology Transfer Office  Salamanca University |
| c/ Pla y Deniel, 22 2nd floor |
| Salamanca, 37008 |
| SPAIN  alfredo.mateos@usal.es  +34 923294490 |

1. **Miscellaneous**
   1. **Applicable Law.** This AGREEMENT will be considered under and enforced in accordance with the laws of Spain, without regard to its conflicts of laws principles.
   2. **Entire AGREEMENT.** This AGREEMENT constitutes the entire understanding between the PARTIES with respect to the subject matter contained herein and supersedes all prior agreements, understandings and arrangements whether oral or written between the PARTIES relating to the subject matter hereof, except as expressly set forth herein. Nothing in this AGREEMENT may be changed or modified, nor may anything be added to this AGREEMENT, except as may be specifically agreed to in a subsequent writing executed with the same formalities as this AGREEMENT. For their convenience, the PARTIES may use, from time to time, their standard purchase orders, invoices, or other similar preprinted forms. The terms of this AGREEMENT shall take precedence over any standard Terms and Conditions language set forth in those forms.
   3. **Headings.** The headings or titles of articles, sections or paragraphs appearing in this AGREEMENT are provided for convenience and are not to be used in construing the terms of this AGREEMENT.
   4. **Affiliates.** As used herein, the term “AFFILIATES” refers to any corporation, association, or other entity that directly or indirectly owns, is owned by, or is under common ownership with either PARTY, either currently or during the term of this AGREEMENT. As used in this definition, the terms “owns’, “owned”, or “ownership” mean the direct or indirect possession of more than fifty percent (50%) of the voting securities, income interest, or a comparable equity in such business entity.

The PARTIES by their duly-authorized representatives hereby execute this AGREEMENT in duplicate, with each PARTY receiving one (1) of the executed originals hereof. The INVESTIGATORS also signify acceptance of the terms of this AGREEMENT by signing in the space provided.

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| ACCEPTED: | |  |  | |
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| salamanca UNIVERSITY | |  | ………………………… | |

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| --- | --- | --- | --- | --- | --- |
| By: | María Ángeles Serrano García | |  | By: |  |
|  | ……………….. | |  |  | ….. |
|  |  | |  |  |  |
| Title: | Vicechancellor of Research | |  |  |  |
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| Date: |  | |  | Date: |  |
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| ACKNOWLEDGED: |

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| --- | --- | --- |
| By: | Dr. Juan Pedro Bolaños Hernández | Dra. ……. |
|  | … | .. |
|  | …….. | ….. |
| Date: |  |  |

**EXHIBIT A**

**SCOPE OF WORK**