



CONTRACT BETWEEN ...*Company name*..... AND THE UNIVERSIDAD POLITÉCNICA DE MADRID FOR THE CARRYING OUT OF *contract title*.....

Madrid, the of..... 20...

ENTERED INTO BETWEEN

ON THE ONE SIDE

D. JAVIER UCEDA ANTOLÍN, Chancellor of the Polytechnic University of Madrid (Fiscal Identity Number Q-2818015F) - hereinafter referred to as UPM, appointed by Decree 20/2008 dated 13th March (BOCM 19th) acting in the name and representation of said university, by the power granted to him under the articles of association of the Polytechnic University of Madrid, approved by Decree 74/2010, dated 21st October (BOCM 15th November).

ON THE OTHER SIDE

D. ... *first name(s) and family name(s)* ..., as ... *job title*... in ... *Entity or Company represented* (Fiscal Identity nº), acting in the name of ... *legal document through which signatory is acting*.. (Hereinafter referred to as, **XXX**)

Comentario [JMO1]: *President, CEO, Managing Director, Representative, etc.*

Comentario [JMO2]: *Appointment, power, certified delegation ... The following is fairly common "authorised for this act according to the Deed awarded before a Notary..." If it is the first agreement signed with the UPM, documentation would be needed.*

The parties mutually acknowledge they have sufficient legal capacity to enter into this contract and make the following considerations.

"in collaboration with Mr/Mrs/Ms/Dr./Prof. zzzzz, of Department YYYYYY" can be put

Comentario [JMO3]: If required, "**the Company**" or "the contractor" ca be written generically. *Substitute in the Clause.*

WHEREAS

FIRST.- This contract is signed for the establishment of an agreement to facilitate the cooperation of both entities for scientific and technological support activities as well as collaboration in specific areas proper to the jurisdiction of the UPM.

SECOND.- **XXX** is *interested* in the collaboration offered by the... **Department, Institute, Centre, Research Group ...{Name}** (hereinafter referred to as **YYY**), of the *ETSI, EUIT, Faculty* (of)

Comentario [JMO4]: "in collaboration with Mr/Mrs/Ms/Dr./Prof. zzzzz, of Department YYYYYY" can be put

..... of the UPM, to carry out work concerning:
"*...just as written in the title....*"

THIRD.- The present contract is subject to the regulations contained in Title III of the Statutes of the UPM and to the *Legal Regulations for Contracts Issued by Persons, Universities, Public and Private Entities for the Carrying Out of Works of a Scientific, Technical or Artistic Nature as well as Specialisation Courses or Activities Specific to Education* (approved by the Governing Body on 27th February 2003, hereinafter referred to as The Regulation), that govern the conditions and procedures for authorisation that apply to the UPM, according to article 83 of the Constitutional Law 6/2001, dated 21st December (BOE of 24th), for Universities, and the Royal Decree 1930/1984, of the 10th October (BOE 5th November). These provisions and regulations are known to and accepted by the signatories, who shall be responsible for sending notice thereof to third parties involved herein.

FOURTH.- Mr/Mrs/Ms./Dr./Prof. *...Name of Chief Researcher...* hereinafter referred to as the Work Director, agrees and undertakes to perform the work described in Annex I hereto in the form and under the conditions agreed herein, hereto in the form and under the conditions agreed herein. He/she shall be responsible for granting the authorisation set out in the regulations as well as the planning and application of costs and payments related to this contract.

The remaining participating professors, mentioned in the Department report included as Annex II, explicitly and individually accept the obligations of the present contract, which they shall perform under the terms set forth by the Work Director and the University authorities.

For all of these reasons, the parties agree to enter into this present contract in accordance with the following:

Comentario [JM05]: It is important to put aside the technical details in an ANNEX, without mixing them with the economic and administrative conditions. Exceptionally this rule may be waived if these details can be summarised in a few lines. In this case, modify this paragraph and include its technical description.

If this modification is made, it is necessary to correct the numbering of the Annexes, and eliminate the references to Annex I that figures in the clauses

Comentario [JM06]: Rewrite this paragraph if the Work Director is the only participant. Annex II is a Model that can be found at www.upm.es/investigacion/usre. It is important that THE DATE of the Model be the SAME OR PRIOR TO the date of the agreement.

- If the signatory is the Chancellor, Modelo 1 is used
- If the signatory is a Director of a Department, Institute or R&D Center, Modelo 2 is used
- If the signatory is a teacher or a person responsible for a research group, Modelo 3 is used.

CLAUSES / POINTS

I. OBJECT

1^a.- The object of this contract involves the undertaking by YYY of the technical work mentioned in the first consideration above, for XXX/the Company. The work is set out in detail in Annex I of this contract.

2^a.- The Work Director and the participating professors agree to undertake the work according to the action plan described in Annex I, and based in the proposal for the distribution of resources as described in Annex III.

Comentario [JM07]: This is a spread sheet found at the same web site, called Modelo 4.

3^a.- The Work Director shall regularly inform XXX of the progress of said work. At the end of the project, he/she shall issue a final report reflecting the conclusions reached by the work, a copy of which shall be sent to the UPM Chancellor's Office (OTT), which shall include the acceptance of the work issued by the contracting Company. **{ALTERNATIVE: TO DETAIL THE INFORMATION PERIODS IN THE PLAN OF ACTION, SUBSTITUTING THE EXPRESSION OF THE TEXT, WITH "...at the frequency established in the action plan" OR INCLUDE THE PERIODS IN THE CLAUSE / POINT.}**

II. SCHEDULE

4^a.- The planned duration for the project development is months/years. This duration may be extended or renewed by mutual agreement if both parties consider that extension thereof is advisable. **{ADD AS REQUIRED} or for a tacit renewal, in agreement with that set out in article 1566 of the civil code. {ALTERNATIVE: REGULATE THE RENEWAL OR RENOVATION CONDITIONS, FOR EXAMPLE, "by mutual agreement and with zzzz days/months' notice of its expiry."}**

Should a project extension or renewal be agreed, the Work Director shall inform the relevant parties in accordance with that set out in the UPM Statutes and regulation.

III. COST AND PAYMENT

5^a.- In return for the carrying out of the project, the Company/XXX undertakes to pay an amount of to the UPM, VAT included/not included, as set out below **{Adapt the following list according to the requirements}**:

...%€ (+VAT) on signing the contract
...%€ (+VAT).....
...%€ (+VAT) on execution of the work.

6^a.- Payments will be made to the following bank account: nº 0065 0100 12 0031000262 of **BARCLAYS BANK**, Pza. de Colón, 2 - 28046 Madrid, in the name of UNIVERSIDAD POLITÉCNICA DE MADRID - INVESTIGACIÓN TRANSFERENCIA TECNOLÓGICA.

The IBAN code if required, is **ES74** followed by the bank account nº.

The SWIFT code is **BARCESMM**.

{THE FOLLOWING PARAGRAPH IS OPTIONAL. REMOVE IT AS NECESSARY} *A delay in payment of any of these amounts shall be regarded as a failure to carry out the company's obligations, pursuant to art. 1100.1º of the Civil Code and a late charge interest shall be imposed increasing by two points, pursuant to law 24/1984 of 29th June.*

IV. ADMINISTRATION AND MANAGEMENT

7^a.- The Office for Technology Transfer (OTT) shall be the UPM administrative unit responsible for management and administration issues of the contract, concerning its registration, payments, taxation obligations and any other administrative support services required by the contract fulfilment.

V. NON DISCLOSURE

Comentario [JM08]: Many companies insist that this clause be substituted by their own clause. It is possible to do so but consult to see if it is acceptable.

8^a.- Each of the parties and those with knowledge of them undertake not to disclose, in any respect whatsoever, the scientific, technical or any other type of information belonging to the other party to which it may have had access in connection with the carrying out of the work project corresponding to the present contract, except with prior written authorisation.

Access to any information of one party by the other party will not suppose any right to it.

Neither of the parties will be able to make public any information regarding results from the work corresponding to the contract, which may prejudice any of the rights of the other party.

When one of the parties wishes to use either partial or final results, in part or totality, for its publication, written permission must be obtained from the other party.

The other party must reply in writing, within a maximum period of **zzzz days**, communicating its authorization, its reservations or its refusal. If the agreed time period has passed without reply, this lack of reply will be tacitly understood as agreement for its publication.

VI. INTELLECTUAL AND INDUSTRIAL PROPERTY

*This part may be drawn up in accordance with that agreed with the Entity or Company on the attribution of **industrial** property and **intellectual** property. One part of the intellectual property, those known as moral rights, is absolute. The most common ways are indicated. Other intermediate ways may be given. In general, the drawing up of the alternative paragraphs is arranged from the most to the least favourable to the UPM. Each alternative is set out in a different colour. Paragraphs written in black must figure in all cases*

9^a.- Each of the parties will keep all of their rights previous to the project to names, brands, data bases and other assets protected by Spanish legislation on intellectual and industrial property.

{INTELLECTUAL PROPERTY IS ATTRIBUTED TO THE AUTHORS}

Those rights corresponding to intellectual property created as a result of the project featured in the contract will correspond to its authors, in terms set out in the legislation on intellectual property.

{ALTERNATIVE WAY – INTELLECTUAL PROPERTY IS FOR THE COMPANY}

The rights corresponding to the exploitation of the intellectual property created as a result of the project referenced in this contract will correspond to **XXX**, in the terms set out in the legislation on intellectual property and safeguarding the moral rights which in any case correspond to the authors. **{ADD IF OF INTEREST OR FEASIBLE}** The University will be able to make use of rights derived from intellectual property strictly for teaching and research objectives.

{INDUSTRIAL PROPERTY IS ATTRIBUTED TO THE UNIVERSITY}

The rights corresponding to the exploitation of the industrial property created as a result of the project referenced in this contract will correspond to the UPM. **{ADD IF OF INTEREST}** The UPM awards **XXX** a non-exclusive and free license for a period of **zzzz** years, in accordance with that set out in the legislation on industrial property **{ALTERNATIVE: EXCLUSIVE LICENCE}** The UPM awards **XXX** an exclusive and free license for a period of **zzzz** years, in any case reserving the right of the UPM to exploit the invention, for teaching and

research objectives, all in agreement with that set out in the legislation on industrial property.

{INDUSTRIAL PROPERTY IS DISTRIBUTED BETWEEN BOTH PARTIES} The rights corresponding to the exploitation of the industrial property created as a result of the project referenced in this contract will correspond to XXX and the UPM in equal parts (*or in the following proportion ...%/...%*) **{ADD WHERE NECESSARY}** The regulation of the rights of each party will be in the form set out in Annex **WWW**.

{INDUSTRIAL PROPERTY IS ATTRIBUTED TO THE COMPANY} The rights corresponding to the exploitation of the industrial property created as a result of the project referenced in this contract will correspond to XXX, **{ADD IF FEASIBLE}** XXX awards the UPM a non-exclusive and free licence for a period of **zzzz** years, in accordance with that set out in legislation on industrial property.

VII. EARLY TERMINATION

10^a.- Performance of the work defined in this contract may be interrupted by mutual consent between the contracting parties, either because they consider the work is completed before the due period, or for any other reason that makes the continuation of the said work unfeasible, inappropriate or not profitable.

11^a.- Serious non-performance of any one of the obligations incurred under this contract by one of the parties shall entitle the other party to withdraw from the contract all of the corresponding rights and obligations to the object of the contract

12^a.- The party responsible for non-performance for reasons that do not constitute cases of force majeure shall duly indemnify the other party for the damage and prejudice caused up to the termination date.

13^a.- The parties shall be entitled to denounce or modify the present contract at any time by mutual agreement. The provisions in section V and in line with this contract will endure after the termination of this contract or its withdrawal.

VIII. NATURE AND JURISDICTION

14^a.- This contract is of a private nature. In case of a dispute concerning its construction and application, the Judges and Courts of Madrid shall hold sole jurisdiction, both parties waiving any other

courts to which they might be entitled and once all efforts for settling the dispute before the University have been exhausted in accordance with article 120 of the Law 30/1992, of the 26th November (BOE of the 27), of the Legal Regulations of Public Administrations and the Common Administrative Procedures.

(OPTIONAL ALTERNATIVE: This contract is of a private nature. For any legal questions deriving from this contract, the UPM and **XXX**, with express renunciation to other laws that may be relevant, they will expressly conform to the Resolution that, in accordance with its specific procedure, is dictated by the Court of Arbitration of the Chamber of Commerce and Industry of Madrid, within a period of not more than 60 days, obliging them to accept and comply with the decision once announced.)

15^a.- This document may be elevated to become a public deed at the request of any of the parties, at their own cost, or if deemed necessary as a result of current legislation and in terms to be determined.

Having read the present document and having agreed with all of its content, the parties hereto sign it in triplicate and for a single purpose, at the place and on the date written above.

For the *Universidad Politécnica de Madrid*,

For

Javier Uceda Antolín

ANNEXES

I.- Report on the work to be carried out and plan of action.

II.- Report of the Department or University Institute. (Art. 3.C. of the Regulation) (Mod. 1) ^{1 2}

III.- Report on the distribution of resources. (Mod. 4)

¹ Articles 3.B) and 5 of the Regulation, if the contract is underwritten by the Directors of the Departments or Institutes. (Mod. 2)

² Articles 3.A) and 5 of the Regulation, if the contract is underwritten by Teachers from the same Department or Institute. (Mod. 3)