

**CONTRACT FOR ADVISORY AND TECHNICAL ASSISTANCE
ACTIVITIES**

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 Jesús Lancis Sáez, Vice-Rector for Research and Transfer of the said university, in accordance with the powers delegated to him as established in the resolution of the Rector dated 12 June 2018 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 14 June 2018), and

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 ... 2.....

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 Department/Group/Institute has proven experience in the field of, and as such the Company.....has interest in contracting its services.
2. That the Company specialises in thesector and is interested in receiving advice or technical assistance in.....from the University.

3. That this contract is entered into under the terms of article 83 of the Spanish Organic Law of Universities (Law 6/2001, of December 21 as amended by Law 4/2007 of 12 April), 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 provision of advice and technical assistance in the area of..... by Prof. Dr, who is affiliated to the Department/Group/Institute.....of the UJI, to 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 (hereinafter "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

For scientific-technical communications:

(Insert company name)

Attn.

Address

Postcode

Email:

Tel:

Fax:

For other communications:

(Insert company name)

Attn.

Address:

Email:

Tel:

Fax:

To the UJI

For Scientific-technical communications:

UNIVERSITAT JAUME I OF CASTELLÓ

Department/Institute

Attn.

Address:

12071 Castelló, Spain

Email:

Tel:

Fax:

For other communications:

UNIVERSITAT JAUME I OF CASTELLÓ

OCIT

Attn. Ismael Rodrigo Martínez

Avenida Vicent Sos Baynat s/n

12071 CASTELLÓ

Email: irodrigo@sg.uji.es

Tel: 964 387485

Fax: 964 387625

For financial issues:

Attn.

Tel:

Email:

For financial issues:

Attn. Ismael Rodrigo Martínez

Tel: +34 964 387485

Email: irodrigo@sg.uji.es

3. Conditions of acceptance of the work

The lead researcher agrees to provide the advice requested according to the Report (Appendix I) which is attached as an integral part of this contract.

4. Duration

The duration of the advice and technical assistance will be months, counted from the date of entering into this contract.

5. Reporting

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

6. Confidentiality of information

The UJI staff participating in this contract will maintain confidentiality regarding all the information about the Company that has to be used when undertaking the activity subject to the contract, unless the Company decides otherwise.

Likewise, the reports issued by Prof. Dr relating to this advice will be of a confidential nature, and as such no other company or person shall have access to them without prior authorisation.

The reports issued by Prof. Dr in relation to this contract shall under no circumstances be understood as the official position of the UJI with regard to the subject thereof, but rather as individual conclusions by Prof. Dr using his freedom to teach and research.

The Universitat Jaume I reserves the right to not be mentioned as the source of the results under all circumstances, and for their technical and commercial use, unless specifically expressed in writing.

7. Dissemination of information

Both parties may state that they have collaborated with each other to promote or make the importance of the university-business collaboration known. This reference to the UJI or to the Company will be generic, and shall comply with the confidentiality conditions of the information and results.

8. Amount and conditions of payment

In return for the services described, the Company undertakes to pay the sum of euros and cents and (€), to the UJI, payable as follows:

(Choose according to the term of the contract)

If the term of the contract is less than one year:

- 50% on the signing of the contract and the rest upon delivery of the final report.

If the term of the contract is one year:

- 40% on signing the contract.
- 30% six months after signing the contract.
- The remainder upon delivery of the final report.

If the term of the contract is longer than one year:

- 40% on signing of the contract.
- 40% in quarterly instalments ofeuros and cents (€), payable in advance.
- 20% upon completion of the course.

The relevant VAT shall be applied to this amount.

9. Method of payment

The above amounts shall be paid into current account no. 2216091024 at the Banco Santander Central Hispano (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 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.

10. Extension, amendment and termination of the contract

This contract may be extended by express agreement of the parties, for the period of time and economic considerations that are established by agreement.

The parties may terminate or amend this contract at any time and by mutual agreement.

If the agreed work is not completed for reasons attributable to the UJI, the contract shall be automatically terminated. In this case, 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 contract 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 the work taking place up to that point, as well as any material purchased or which the UJI has made a commitment to purchase in order to provide the work, 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.

11. 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.

12. 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 <http://www.uji.es/bin/serveis/prev/docum/inemex.pdf> (Catalan) or <http://www.uji.es/bin/serveis/prev/docum/notas/inemexc.pdf> (Spanish).
- If UJI staff carries 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.

13. 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
,201.....

Mr Jesús Lancis Sáez
 Castelló de la Plana, 201....

APPENDIX I
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.