**TRADUCCIÓN PÚBLICA**

**SWORN TRANSLATION**

**TECHNICAL ASSISTANCE AGREEMENT**

The Consejo Nacional de Investigaciones Científicas y Técnicas **(**National Council for Scientific and Technical Research), hereinafter referred to as **“CONICET”**, represented for purposes hereof by its Technological Liaison Manager and/or Director of Technology Management and/or Coordinator of Instruments for Technological Liaison, NAME OF REPRESENTATIVE , with domicile at Godoy Cruz No. 2290 in the Autonomous City of Buenos Aires, on the one part; and [NAME OF COUNTERPART, Tax ID No.], hereinafter referred to as the **“COMPANY/COUNTERPART”**, represented for purposes hereof by [XXX], [NAME OF REPRESENTATIVE], with domicile at [DOMICILE, CITY, COUNTRY], on the other part; and jointly referred to as the “Parties”, hereby agree to enter into this agreement, hereinafter the “Agreement”, which shall be subject to the following terms and conditions:

**BACKGROUND.**

*[This section shall include any background information relevant to the specific case, such as: reference to previous agreements between the parties, external financing, patent applications, if any, etc.]*

**FIRST. SUBJECT MATTER.**

By means of this Agreement, the [NAME OF COUNTERPART] requests CONICET to provide technical assistance for purposes of [ ].

To such end, the Parties agree to carry out the Work Plan attached hereto as Annex I.

**SECOND. EXECUTING ENTITY/PLACE OF WORK.**

CONICET hereby appoints its Executing Entity [ ], with domicile at [ ], to carry out the activities that are the subject matter of this Agreement.

*[In the event the participating researcher(s) do not belong to any EE, this clause shall set forth the data corresponding to the place of work of the researcher(s) involved.]*

**THIRD. TECHNICAL REPRESENTATIVES.**

In order to establish permanent and fluent communication channels towards the execution of this Agreement, the PARTIES hereby appoint the following technical representatives:

On behalf of CONICET: [COMPLETE NAME OF RESEARCHER IN CHARGE, CATEGORY, CONTACT E-MAIL AND PHONE NUMBER]

On behalf of the COMPANY: [COMPLETE NAME, CONTACT E-MAIL AND PHONE NUMBER]

**FOURTH. CONTRIBUTIONS OF THE PARTIES.**

The contributions of the PARTIES are detailed in Annex II to this Agreement.

**FIFTH. OBLIGATIONS OF CONICET.**

1. CONICET undertakes to comply with the purpose of this Agreement and to carry out the activities stipulated in the Work Plan as agreed in Annex I hereof. CONICET is not bound to carry out any activities other than those expressly provided for in Annex I, and this Agreement shall by no means constitute a commitment to perform any additional activities other than those indicated in said annex. Should the COMPANY be interested in the execution of any activities not included in this Agreement, or should such activities need to be executed for reasons not attributable to CONICET, then such activities shall be the subject matter of a separate agreement between the Parties or of an addendum hereto, as applicable.
2. Provide the human resources as detailed in Annex I.
3. Provide a physical space and the use of existing equipment for purposes of performing the activities as provided for in this Agreement.
4. Submit in due time and proper manner, through its Technical Representative, the reports as detailed in the Work Plan.

**SIXTH. OBLIGATIONS OF THE COMPANY.**

1. Comply with the purpose of this Agreement pursuant to the Work Plan as agreed in Annex I hereof.
2. Provide the contributions as required for the performance of the activities that are the subject matter of this Agreement, pursuant to Clause Fourth and Annex II hereof.
3. Pay the amount as agreed in Clause Seventh hereof.

**SEVENTH. PRICE – PAYMENT TERMS.**

1. In consideration for the activities to be performed under this Agreement, the COMPANY/CONTRACTING PARTY shall pay CONICET the amount of [CURRENCY] [TOTAL VALUE IN LETTERS] [$ - u$s TOTAL VALUE FIGURE].
2. Payment shall be made in the following manner and only upon fulfillment of the condition indicated in each case:
   1. Upon the execution of this Agreement the amount of [CURRENCY] [TOTAL VALUE IN LETTERS] [$ - u$s TOTAL VALUE FIGURE] [VALUE ACCORDING TO BUDGET].
   2. Upon fulfillment of the [FIRST STAGE – WORK PLAN] the amount of [CURRENCY] [TOTAL VALUE IN LETTERS] [$ - u$s TOTAL VALUE FIGURE] [VALUE ACCORDING TO BUDGET].

**EIGHTH. NO EXPENDITURES FOR CONICET.**

This Agreement shall entail no expenditures of any kind whatsoever payable by CONICET.

**NINTH. ADMINISTRATION OF FUNDS.**

For the administration of all the funds constituting the price paid by [NAME OF COUNTERPART], CONICET hereby appoints [NAME OF TLU], hereinafter referred to as “TLU”, with domicile at [XXX], [E-Mail:[XXX ]; phone number [XXX], which shall act as Technological Liaison Unit pursuant to the terms of Law No. 23.877 and Resolution No. [XXX] of CONICET Board of Directors.

To that effect, it shall issue, on behalf of CONICET, invoices in Argentine pesos to the [XXX], pursuant to the provisions of Clause Seventh of this Agreement.

**TENTH. DELINQUENCY - INTEREST.**

Failure to pay in due time and proper manner the amounts stipulated in Clause Seventh hereof shall make the [NAME OF COUNTERPART] fall in default by operation of law, by the mere maturity of terms, and without the need for prior notice through court or otherwise.

Furthermore, it is specifically agreed by the Parties that all monetary obligations paid in arrears shall bear a default interest equivalent to the daily amount resulting from applying the deposit interest rate of the Banco de la Nación Argentina once for each day of arrears up to the date of actual full payment thereof.

**ELEVENTH. INTELLECTUAL PROPERTY – OWNERSHIP OF RESULTS.**

1. Each Party shall remain the owner of its own previous knowledge, know-how and/or other results, whether protected or not, and regardless of whether they were obtained prior to the execution of this Agreement or developed or acquired other than through the activities provided for herein.--------------------------------------------------------------
2. Ownership of the results obtained through the execution of the technical assistance activities that are the subject matter of this Agreement shall belong to:---------

* Option A: CONICET and its Related Academic/Science & Technology Institutions (as applicable under framework agreement). -------------------------------------------------
* Option B: the Parties pursuant to the inventive contribution made by each of them (Law 24.481 and supplementary laws). --------------------------------------------------------

1. For purposes of this Agreement, ownership of research results shall refer to those eligible for protection under patent laws or under any other kind of legal registration, or those results that cannot be legally protected under patents or under other type of registration, but can be used in the production process and thus become significant in economic terms.-----------------------------------------------------------------------------
2. The Parties agree that CONICET shall have access to all scientific information obtained as a result of the provision of this technical assistance and shall be entitled to use it for future scientific research and studies, as well as for works and developments carried out by its researchers. The [NAME OF COUNTERPART] specifically authorizes CONICET to issue any scientific publications it may deem appropriate. ----------------------
3. Published works shall mention the authors, their degree of participation, as well as the fact that the work to be published originates from this Agreement. --------------------

**TWELFTH. WARRANTIES.**

CONICET undertakes to perform the activities under its responsibility with the greatest due diligence, notwithstanding which CONICET does not guarantee the results thereof.

Furthermore, CONICET does not guarantee the exclusivity of the activities under its responsibility in favor of the [NAME OF COUNTERPART].

The [NAME OF COUNTERPART], in turn, hereby represents and warrants that it complies with all regulations in force and applicable to the industry it deals in, including but not limited to legislation on regulatory matters.

**THIRTEENTH. INDEMNITY. INSURANCE.**

Each of the PARTIES undertakes to indemnify and hold the other Party harmless from and against any legal or out-of-court claims that their respective human resources might bring against the corresponding employer as a result of or in relation with the execution of this Agreement.

Likewise, the [NAME OF COUNTERPART] undertakes to indemnify and hold CONICET harmless from and against any legal or out-of-court claims that any consumers, suppliers and/or customers in general might bring against the [NAME OF COUNTERPART] in relation with services related to the activities under this Agreement that the [NAME OF COUNTERPART] might provide to third parties or in relation with the products that the [NAME OF COUNTERPART] might commercialize as a result of such activities.

Each of the Parties undertakes to have the legally mandatory insurance coverage according to the scope of their respective activities. Such insurance coverage shall include CONICET’s agents in the places where the activities of this technical assistance are performed.

**FOURTEENTH. PROHIBITION ON ASSIGNMENT OF RIGHTS.**

The Parties shall not be entitled to assign the rights resulting from this Agreement to any third parties without the prior consent of the other Party.

**FIFTEENTH. SEVERABILITY.**

If any of the provisions of this Agreement should be held to be invalid, illegal or unenforceable, to the extent permitted by the applicable laws:

1. The other provisions hereof shall remain in full force and effect and shall be construed in such a way as to conform as closely as possible to the intention of the Parties.
2. The Parties agree to use their best efforts to negotiate a provision to replace the provision held invalid, illegal or unenforceable, such new provision to be consistent with the original intention of the Parties and the applicable laws.

**SIXTEENTH. OWNERSHIP OF ASSETS.**

The chattels and fixed assets owned by the Parties that are allocated to the execution of this Agreement and used to carry out the relevant work plans, or any others that might be added and/or used in the future, shall remain as assets of the Party to which they belong, or with whose funds they were purchased, unless otherwise duly stipulated.

**SEVENTEENTH. INDIVIDUALITY.**

This Agreement does not constitute any form of partnership, association or employment relationship between the Parties thereto and, therefore, the Parties shall not be deemed jointly and severally liable for any matters of civil or labor liability individually incurred by either Party.

**EIGHTEENTH. USE OF LOGOS, NAMES, BRANDS AND/OR EMBLEMS.**

[NAME OF COUNTERPART] shall use the CONICET logo, name, brand and/or emblem in any publication or communication action regarding the activities and/or results of this Agreement. In the event the use of the CONICET logo, name, brand and/or emblem should have a commercial purpose, an economic assessment of the use thereof shall also be made, pursuant to the provisions of resolution 794/15, which shall be negotiated in the respective license.

**NINETEENTH. CONFIDENTIALITY.**

Notwithstanding the provision of Clause 11 d, the Parties hereby commit to:

1. Abstain from disclosing to third parties any sensitive technical information related to the subject matter hereof, whether for commercial or scientific purposes, and whether prior or subsequent to the execution of this Agreement.--------------------------------------------
2. Keep strict confidentiality regarding the works performed during the entire term of the Agreement and for a period of 5 years following the expiration hereof. -------------------
3. Adopt appropriate measures to ensure that the staff that may have access to such information does not disclose it to third parties and keeps it strictly confidential. Anyone not abiding by this rule shall personally assume the corresponding civil and/or criminal responsibility, as applicable. -------------------------------------------------------------------
4. Agree in writing as to which aspects of the information developed may be disclosed or published and in what form. -------------------------------------------------------------

**TWENTIETH. TERM. EXTENSION.**

This Agreement shall be in effect for [ ] months as from the date of execution thereof, which term may be extended by written agreement of the Parties.

**TWENTY-FIRST. TERMINATION – WITH OR WITHOUT CAUSE.**

The Parties hereby agree that breach of the obligations undertaken by either Party shall constitute grounds for the termination of this Agreement.

This Agreement may be terminated without cause by either Party upon written notice through an attesting means served at least thirty (30) days in advance of the date of intended termination. Termination shall not grant to either Party a right to claim any kind of compensation whatsoever.

In the event there should be any works in progress, the Parties hereby agree to maintain the Agreement in effect until such time as the scheduled activities are completed, provided they have the necessary resources available.

**TWENTY-SECOND. DISPUTE RESOLUTION.**

In the event of any dispute arising from the application or interpretation of this Agreement, the Parties hereto agree to exhaust all possible means to settle such dispute through their technical representatives, and should they fail to reach an agreement, then the Parties agree to be subject to the [Federal Courts sitting in the Federal Capital, or to the Treasury Attorney-General’s Office, or to the Court of original jurisdiction –complete as applicable].

**TWENTY-THIRD. COMMUNICATIONS – NOTICES.**

For all purposes of this Agreement, the Parties set their domiciles at:

### CONICET

Godoy Cruz 2290

Autonomous City of Buenos Aires – Argentine Republic

Att. [NAME OF REPRESENTATIVE] - Technological Liaison Manager and/or Director of Technology Management and/or Coordinator of Instruments for Technological Liaison,

Reference: TECHNICAL ASSISTANCE AGREEMENT BETWEEN CONICET – [NAME OF COUNTERPART]. (Dossier No. XXX)

[NAME OF COUNTERPART]

[DOMICILE]

Att. [XXX]

Reference: TECHNICAL ASSISTANCE AGREEMENT BETWEEN CONICET – [NAME OF COUNTERPART].

Or at such other domicile as the Parties may duly notify in the future. Communications shall be deemed duly served and conveyed upon receipt thereof by the consignee.

In witness whereof, the Parties sign [ ] identical counterparts, in the Autonomous City of Buenos Aires, on this \_\_\_ day of the month of \_\_\_\_\_\_\_\_\_\_ in the year \_\_\_\_\_\_\_.

Annex I: Work Plan

**A.-** ACTIVITIES TO BE PERFORMED

|  |  |  |
| --- | --- | --- |
| Nº | **Name** | **Description** |
| **1** |  |  |
| **2** |  |  |
| **3** |  |  |
| **4** |  |  |
| **5** |  |  |

**B.-** TASK SCHEDULE

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Task** | **Year 1** | | | | | | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| **1** |  |  |  |  |  |  |  |  |  |  |  |  |
| **2** |  |  |  |  |  |  |  |  |  |  |  |  |
| **3** |  |  |  |  |  |  |  |  |  |  |  |  |
| **4** |  |  |  |  |  |  |  |  |  |  |  |  |
| **5** |  |  |  |  |  |  |  |  |  |  |  |  |

**C.-** EXPECTED RESULTS AND FIELD OF APPLICATION OF THE RESULTS -----------

1. **Expected Results:** *Desired end result, which may or may not be achieved, since it is a hypothesis to be verified through the proposed work. Possible protection of such results by way of an appropriate means can be planned in advance.--------------*

1. **Field of Application**: *Is the actual and specific field where said expected results (if achieved) can be applied to a productive system (either industrial or commercial) or otherwise transferred to the society.----------------------------------------------------------------*

**D.-** WORK TEAM

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Surname** | **Name** | **Institution** | **Position** | **Function** |
|  |  |  |  |  |
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|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**Annex II: "Budget".-**

*[To be completed if applicable]*

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND ACCURATE TRANSLATION INTO ENGLISH OF THE ORIGINAL DOCUMENT IN SPANISH, WHICH I HAVE HAD BEFORE ME, IN BUENOS AIRES, ON THIS TWENTY SECOND DAY OF THE MONTH OF MARCH 2019.

SE DEJA CONSTANCIA DE QUE, A FIN DE FACILITAR LA LECTURA DE LA TRADUCCIÓN, SE HA RESPETADO EN LA MISMA EL FORMATO DEL DOCUMENTO FUENTE EN CUANTO A SU ESTRUCTURA, INTERLINEADO, DIAGRAMACIÓN Y CUADROS. LA TRADUCCIÓN CONSTA DE DIEZ (10) PÁGINAS DEBIDAMENTE NUMERADAS.

ES TRADUCCIÓN FIEL AL INGLÉS DEL DOCUMENTO ORIGINAL REDACTADO EN ESPAÑOL, QUE TENGO A LA VISTA Y AL QUE ME REMITO, EN BUENOS AIRES, A LOS VEINTIDOS DÍAS DEL MES DE MARZO DE 2019.