**Traducción Pública**

 **RESEARCH & DEVELOPENT SPECIFIC AGREEMENT**

This Agreement is entered into by and between Argentina’s National Scientific and Technical Research Council (**“CONICET”**), acting by and through [LEGAL STATUS] [TITLE] [NAME] [SURNAME], with address at *Godoy Cruz 2290, CABA, Ciudad Autónoma de Buenos Aires*, party of the first part; and [COUNTERPARTY], hereinafter **“[NAME OF COUNTERPARTY]”**, acting by and through by [LEGAL STATUS] [TITLE] [NAME] [SURNAME], with address at [ADDRESS], in [CITY], [PROVINCE], [COUNTRY], party of the second part, and hereinafter jointly referred to as “PARTIES”. The PARTIES do hereby agree to enter into this Agreement subject to the following terms and conditions (and background information):

**BACKGROUND**: (Where appropriate, any previous agreements between the parties, quote external financing sources, and mention any entities which researchers represent and CONICET staff involved, setting out which is the framework agreement in force with any such entity).-

**ONE. PURPOSE:**

The Purpose of this Research & Development Agreement called [PROJECT NAME] is to [COMPLETE], hereinafter the “Project”.-

**TWO. WORK PLAN:**

In furtherance of the development of the activities provided for in this agreement, there is a schedule of tasks to be performed, including delivery of progress reports and a final report, as well as a work group set out in Exhibit I “Work Plan”.-

**THREE. REPORTS:**

A progress report shall be drafted upon completion of every stage of the work which constitutes the subject matter of this agreement, and a final report shall be drafted upon completion of the tasks performed, as set out in Exhibit I “Work Plan”.-

**FOUR. IMPLEMENTATION UNIT:** The CONICET appoints [IMPLEMENTATION UNIT] as implementation unit of the tasks provided for in this agreement, hereinafter referred to as “[IU]” with address at [ADDRESS OF UE] in [CITY], [PROVINCE].-

**FIVE. TECHNICAL REPRESENTATIVES:**

In order to create permanent and fluid communication channels, the parties appoint [NAME] [CONTACT PHONE NUMBER AND E-MAIL] on behalf of CONICET, and [NAME] [CONTACT PHONE NUMBER AND E-MAIL] on behalf of [NAME OF COUNTERPARTY] as technical representatives for the purposes of this Agreement.-

**SIX. PRICE - PAYMENT SCHEDULE:**

This Agreement shall not entail any disbursements on the part of CONICET.

[NAME OF COUNTERPARTY] does hereby undertake to pay an aggregate amount of [{in blank}] to the benefit of CONICET.-

Payment shall be made as set out below, and upon meeting such requirements as may be stated in each case: (choose the right option)

* 1. A sum of [{in blank}] upon execution of this Agreement, and a sum of [{in blank}] upon delivery of the relevant report [{in blank}] (state any relevant payments pursuant to the delivery of each report in accordance with what the Parties may have negotiated).-
	2. In [number of installments] installments [frequency of installment payment] of [amount of each installment].-

**SEVEN. ADMINISTRATION OF FUNDS:**

In order to manage all the funds which constitute the price paid by [NAME OF COUNTERPARTY], the CONICET appoints [COMPANY NAME OF THE TECHNOLOGICAL LINKAGE UNIT (TLU)/FUND ADMINISTRATOR], HEREINAFTER, THE “TLU”/ “FUND ADMINISTRATOR”, with address at [XXX], [E-Mail: [XXX], and phone number [XXX], to act as Technological Linkage Unit, pursuant to the provisions set forth in Law No. 23,877.

To that effect, the TLU shall issue invoices on behalf of CONICET denominated in [PAYMENT CURRENCY] to [NAME OF THE LA COUNTERPARTY], pursuant to the provisions set forth in Section [XXX] “PRICE – PAYMENT SCHEDULE” of this Agreement.-

**EIGHT. CONICET DOES HEREBY UNDERTAKE TO:** (Choose the applicable options).

1. Fulfill the purpose of this Agreement and perform the tasks provided for in the work plan agreed upon in Exhibit I.-
2. Contribute any necessary human resources, authorize the use of such facilities and/or equipment as may be necessary to carry out the tasks agreed upon in the work plan set forth in Exhibit I.
3. Furnish [NAME OF COUNTERPARTY] with a copy of the progress reports and of the final report agreed upon in Exhibit I to this Agreement by and through its technical representative.-

**NINE. [NAME OF COUNTERPARTY] DOES HEREBY UNDERTAKE TO:**

(Choose the applicable options).

a. Pay the price to CONICET; being under a duty to make such payments as are set out in Section SIX **“**PRICE – PAYMENT SCHEDULE” of this Agreement.

b. Make such contributions as have been provided for in the budget agreed upon in Exhibit II (Miscellaneous Costs contributed by the counterparty for project performance).

c. Fulfill the purpose of this Agreement and perform the tasks provided for in the work plan agreed upon in Exhibit I.-

1. Provide the physical place and enable the use of the existing equipment in order to develop the tasks provided for in Exhibit I to this Agreement.-
2. Furnish the CONICET with regular reports by the relevant technical representative.-

**TEN. OWNERSHIP OF THE RESULTS OBTAINED FROM RESEARCH**

a. Each party remains the owner of its own prior knowledge, its know-how, computer systems, designs, models, trademarks, works, creations and/or other results (whether or not protected), irrespective of whether such results may have been obtained prior to the execution of this agreement or developed or acquired irrespective of the tasks provided for in this agreement.

b. The results obtained from the research activities shall be deemed to include such data, knowledge, and/or information, generated by the work team from the performance of the actions provided for in the work plan of Exhibit I, whether tangible or intangible, irrespective of their form and nature, as well as any right arising therefrom, including any intellectual property rights, such as copyrights, rights on designs and industrial models, patents, or other similar protection measures which may be protected by the laws on invention patents or any other legal registry, or any other results as may not be statutorily protected by patents or by any other type of registry but which may be used in the production process, thereby gaining economic relevance.

c. Ownership on the above-mentioned results from research activities arising out of this agreement

Option A: shall belong to the CONICET and its Related Science and Technology/Academic Entities (where applicable pursuant to the framework agreement)

Option B: shall belong to the parties, based on the creative contribution made by each of them.-

**ELEVEN. USE OF RESULTS:**

In the event that any research results obtained from this agreement may have any business value or may be subject to business exploitation, [NAME OF COUNTERPARTY] shall be entitled to acquire an exclusive license for the use and/or business exploitation of such results for a term not to exceed 90 days following termination of the agreement.

Throughout such term, the CONICET shall refrain from granting/negotiating licenses to and with third parties for the use and/or business exploitation of the results obtained.

The option to acquire the license shall be exercised by notifying the Technological Linkage Management by means of unrebuttable evidence within the stated term. Upon a decision to exercise the option, the parties shall promptly start any negotiations aimed at executing the license agreement within a term not to exceed XXX following the date of exercise of the Option.

Otherwise, the results obtained from the research activities, the technology, and/or resulting capacity may be offered to interested third parties.-

**TWELVE. PUBLICATIONS:**

[NAME OF COUNTERPARTY] acknowledges CONICET's need to make publications and, in general, disclose the results obtained from the Project. Notwithstanding the foregoing, and in order to further protect the rights of [NAME OF COUNTERPARTY], the CONICET'S Technical Representative shall furnish the Technical Representative of [NAME OF COUNTERPARTY], with the draft to be published and/or with the transcription of the submission made to the relevant congress twenty (20) days in advance of the date of submission. [NAME OF COUNTERPARTY] shall answer within a term not to exceed twenty (20) days, and upon [NAME OF COUNTERPARTY]’s failure to provide an answer, the CONICET shall be entitled to make the relevant publication.

Any published works shall include the names of the authors, their degree of intervention, and the fact that the work to be published arises out of this Agreement.-

**THIRTEEN. USE OF LOGOS, NAMES, MARKS, AND/OR EMBLEMS:**

[NAME OF COUNTERPARTY] shall use the CONICET’s logo, name, mark, and/or emblem on every publication or communication activity concerning the tasks performed and/or the results of this agreement. Whenever the goals to be attained are business goals, an economic assessment of the use of CONICET's logo, name, mark, and/or emblem shall be conducted, pursuant to Resolution No. 794/15, to be negotiated and included in the relevant license.-

**FOURTEEN. CONFIDENTIALITY:**

1. Each Party does hereby undertake not to disclose any technical or other information from the other Party to third parties, for any business or scientific purposes, irrespective of whether such information may be prior to the execution of this Agreement or subsequent thereto.-
2. The Parties undertake not to disclose the results of the tasks which constitute the subject matter of this Agreement.
3. The Parties undertake to cause any of their staff members who may have access to such information to commit not to disclose such information to third parties, and to keep it strictly confidential. Upon failure by any staff member to honor such duty of confidentiality, the disclosing party shall be held personally liable for such disclosure, and he or she shall be held responsible under applicable civil and/or criminal law.-
4. The duty of confidentiality of the results shall bind the parties throughout the effective term of this agreement, and for an additional term of five (5) years thereafter, unless the parties may mutually agree in writing on what aspects of the information developed may be disclosed or published and how; or upon completion of the project, provided that any such information has entered the public domain.-

**FIFTEEN. TERM - EXTENSION OF THE TERM:**

This Agreement shall be in full force and effect for a term of [TERM] - following execution hereof.-

The Parties may, at their discretion, renew the Term of the Agreement for an additional equivalent period once, upon prior request and formal representation made by mutual agreement of the parties by means of an Addenda hereto.-

**SIXTEEN. NON-ASSIGNMENT OF RIGHTS:**

The Parties shall not assign the rights arising out of this Agreement to any third parties, without the prior consent of the other Party.-

**SEVENTEEN. EARLY TERMINATION – TERMINATION WITHOUT CAUSE:**

The Parties agree that either Party's breach of any of the obligations undertaken by virtue of this Agreement shall constitute grounds for termination of the Agreement. Upon breach by either Party of any of the material obligations provided for in this Agreement, and upon failure by the breaching party to cure such breach within a term of [{in blank}] business days following receipt of notice by the counterparty demanding performance of such obligation, the non-breaching party shall be entitled to terminate the agreement without any right to make any claim whatsoever to the breaching party. In order to provide evidence that the breach was cured, the breaching party shall furnish the non-breaching party with such notice and document in writing as may duly vouch for the fact that the breach was actually cured, within the stated term. This Agreement may also be terminated in the event that either party may be prevented from complying with the provisions set forth in this Agreement as a result of force majeure events, or by virtue of newly-enacted statutory provisions, without such breach creating any right to mutually claim compensation from either party.-

**EIGHTEEN. INDIVIDUAL AND AUTONOMOUS NATURE OF THE PARTIES. INSURANCE:**

1. Any persons involved in the tasks using the facilities of the [IU] shall be subject to the internal rules and regulations applicable to the case.-
2. As regards any circumstance or event related to this Agreement, the Parties shall keep the individual nature and autonomy of their technical and administrative structures, and they shall undertake their liability on an individual basis. This Agreement shall not create any kind of business organization, association, or employment relationship between the Parties, and therefore, the Parties shall not be held jointly and severally liable for any civil or labor liability they may have incurred on an individual basis.-
3. With respect to the human resources contributed by each Party to perform the Agreement, it is hereby expressly stated that there shall not be any employment relationship or employment contract whatsoever in relation to the other Party. As a consequence, the Parties do hereby agree to release each other of any claim, proceeding, and/or obligation whatsoever in relation to employees, agents, and/or contractors and/or subcontractors of the Counterparty.
4. Each Party agrees to take out insurance policies when and as required by law in accordance with the activities they carry out. Any such insurance coverage shall extend to CONICET’s agents in the course of the completion of the works agreed upon under Work Plan, irrespective of their location.
5. This Agreement shall not operate so as to preclude either Party from executing any similar agreements with other entities.-

**NINETEEN. DISPUTE RESOLUTION.**

The Parties do hereby agree to use their best efforts in their attempt to settle any dispute as may arise out of the application or construction of this Agreement by and through their technical representatives. Upon failure by the Parties to reach an agreement, they agree to submit the controversy to the jurisdiction of (the Federal Courts in and for the City of Buenos Aires or to the Treasury Attorney General's Office or to the original jurisdiction of the Supreme Court, as appropriate).

**TWENTY. COMMUNICATIONS - NOTICES:**

For all the purposes of this Agreement, the Parties set their domiciles at the addresses mentioned in the commencement of this Agreement, or at such other address as the Parties may inform the other Party in the future by means of unrebuttable evidence. Any notices sent to the CONICET shall be addressed to the Technological Linkage Management Office.-

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in two (2) counterparts, each of which constitutes a separate agreement, but which taken together shall constitute one and the same instrument, in the City of Buenos Aires, on [MONTH OF EXECUTION] [DAY OF EXECUTION], [YEAR OF EXECUTION].-

**Exhibit I: Work Plan**

**A.-** TASKS TO BE PERFORMED

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Name** | **Description** | **Delivery of Report** | **Person Responsible for the Report** |
| **1** |  |  |  |  |
| **2** |  |  |  |  |
| **3** |  |  |  |  |
| **4** |  |  |  |  |
| **5** |  |  |  |  |

Note: Add rows as necessary. Check the box pertaining to the stage/s at which Reports shall be delivered. State whether each report shall be made by a Technical Responsible Officer of the counterparty or of the CONICET.-

**B.-** SCHEDULE OF TASKS TO BE PERFORMED

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

Note: Check the boxes pertaining to the number of months required for each task. Add another Table setting out the tasks to be performed per year, as necessary.-

**C.-** WORK GROUP

*This Exhibit sets out the Researchers working for the* ***CONICET alone or for two institutions, Doctoral and Post-Doctoral Fellows.*** *Only postdoctoral fellows are entitled to be paid within the framework of this agreement. Such payments shall be included in the budget, and be credited as if they were outsourced services.*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Surname** | **Name** | **Entity** | **Title** | **Role** | **% of Engagement** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

Note: Add rows as necessary.-

**Exhibit II: Budget**

**A.-** Miscellaneous Costs

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Inputs | Breakdown | Amount per Unit | Number of Units | Aggregate amount |
|  |  |  |  | ARS |
|  |  |  |  | ARS |
| Total |  |  |  | ARS |

Note: Add rows as necessary.-

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Equipment | Breakdown | Amount | Number of Units | Aggregate Amount |
|  |  |  |  | ARS |
|  |  |  |  | ARS |
| Total |  |  |  | ARS |

Note: Add rows as necessary.-

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Third-party Services (Include Post-Doctoral Fellows) | Breakdown | Amount per Unit | Number of Units | Aggregate amount |
|  |  |  |  | ARS |
|  |  |  |  | ARS |
| Total |  |  |  | ARS |

Note: Add rows as necessary.-

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Trips and Travel Expenses | Breakdown | Amount per Unit | Number of Units | Aggregate amount |
|  |  |  |  | ARS |
|  |  |  |  | ARS |
| Total |  |  |  | ARS |

Note: Add rows as necessary.-

**TRANSLATION** into English of the attached document written in Spanish. City of Buenos Aires, 6 MARCH 2019.

[Below, a Spanish translation of the foregoing attestation included for certification purposes only:]

**ES TRADUCCIÓN** al idioma inglés del documento adjunto redactado en idioma español. En la Ciudad Autónoma de Buenos Aires, a los 6 días del mes de marzo de 2019.