**CONTRACT FOR THE PROVISION OF SCIENTIFIC, TECHNICAL, ARTISTIC AND TEACHING SERVICES (LOU Art. 83)**

**between**

The University of A Coruña

and

[CONTRACTING PARTY]

for

[Purpose of contract]

A Coruña/Ferrol, [DAY MONTH YEAR]

**THE AUTHORISING OFFICERS**

Dr Salvador Naya Fernández, Vice-Chancellor for Research and Knowledge Transfer Policy of the University of A Coruña (with registered office at Paseo da Maestranza s/n, 15001 A Coruña, and company tax code Q6550005J), acting on behalf of the aforementioned institution (hereinafter, ‘UDC’) and in accordance with the legal powers vested in him under section 9 of the UDC Regulations and Procedures for contracting scientific, technical, artistic and teaching services in accordance with LOU Art. 83 (*DOG* Nº187, 1 October 2013);

And ……………............……..…….. of …….............……………..…….. (hereinafter, ‘[CONTRACTING PARTY]’), with company tax code/VAT number …………………..…….., acting in its name and on its behalf, in accordance with ……………............……..……..;

In representation of the parties to this contract and in mutual recognition of each other’s legal status and capacity,

**HEREBY STATE**

1. That the priority objectives of UDC as a public service institution are the promotion of research and innovation, and knowledge transfer within society. To ensure these goals are met, UDC maintains relationships with research centres and social and cultural institutions, and is actively committed to creating new research, innovation and technology and knowledge transfer partnerships with other public and private bodies and organisations, and offering contractual scientific, technical, artistic and teaching services.
2. That UDC has a proved track record in relation to the services provided herein.
3. That CONTRACTING PARTY is interested in contracting the UDC group/unit/lecturer, …………………..…….., for the provision of services involving …………………..…….., in accordance with the following

**ARTICLES**

* **1.- Purpose**

The purpose of this contract is to establish the terms and conditions for the provision of services by UDC to …………………..…….., in accordance with the provisions of Article 3 below under the general heading of ‘…………………..……..’.

* **2.- Legal basis**

The contents and execution of the contract will be in accordance with UDC Regulations and Procedures for contracting scientific, technical, artistic and teaching services (*DOG* Nº187, 1 October 2013), hereinafter, ‘UDC Regulations and Procedures’.

* **3.- Technical specifications**

UDC will provide the following services:

[…………………..……..]

(Depending on the complexity of the services to be provided, a more detailed description may be included as an appendix to the main contract; this appendix will form part of the contract documents.)

* **4.- Duration**

The time frame for completion of the services provided above will commence as from the date of signing of the contract, and conclude on [DAY MONTH YEAR]. The time frame for completion will be without prejudice to the option to extend the contract term by mutual agreement between the parties for an overall period not in excess of the originally estimated duration.

The Contract will not be finalized until all the planned payments have been made by the company and the UDC has satisfied all the economic obligations recognized in relation to this contract, including the payment of fees to the participating researchers.

* **5.- Team assigned to carry out contracted works and services**

The works and services provided in this contract will be carried out by the University of A Coruña teaching, research, administrative and/or service personnel provided in Appendix I, under the supervision of Dr ………………….……., Professor/Senior Lecturer in ………………….…….., acting in his/her capacity as principal investigator and contract supervisor.

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| --- | --- | --- |
| NAME AND SURNAME | ID NUMBER | RESEARCH GROUP/UNIT |
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The principal investigator will be liable for any damages or compensation incurred by the University of A Coruña as a result of the negligent performance of the contract. To protect against the risk of liability, the principal investigator will be entitled to purchase insurance using project funds.

Any changes to the personnel provided before will be subject to submission of a request by the contract supervisor and the person (or persons) affected. Modifications in relation to project personnel will not be treated as a Contract Variation. Changes in relation to contract supervision will require the mutual consent and authorisation of both parties to the contract.

UDC will be entitled to subcontract services to additional personnel to ensure the completion of the project, in accordance with the provisions of UDC Regulations and Procedures, section 13.

* **6.- Contract supervision**

The contract will be supervised on behalf of UDC by Prof./Dr …………………..…….., Faculty of …………………..…….. (UDC).

Supervision of the project (and project milestones, if applicable) will be carried out in accordance with the schedule agreed between the parties.

* **7.- Contract price and conditions of payment**

In remuneration for completion of the services contracted, CONTRACTING PARTY will pay UDC a total sum of …………………..…….. Euros, in accordance with the following payment schedule:

* ...............% prior to [DAY MONTH YEAR] (subject to presentation of interim report)
* ...............% prior to [DAY MONTH YEAR] (subject to presentation of final report)

The quantities invoiced by UDC will be inclusive of VAT at the rate in force at the time of invoicing. Invoices will be addressed to CONTRACTING PARTY and payable to the University of A Coruña, with registered office at Paseo da Maestranza s/n, 15001 A Coruña, and company tax code Q6550005J. Invoice payments will be made by bank transfer only, to the bank account number provided in the invoice.

Administration and repayment expenses incurred by UDC will account for 13% of the total contract price provided in the first paragraph of this section, to be deducted by the UDC administration office upon receipt of full or partial payment of the contract.

UDC invoices will be paid within sixty (60) calendar days as from the invoice date.

Failure to comply with the established payment time frame will entitle UDC to enforce the late payment measures provided in Law 15/2010 (5 July) (in amendment of Law 3/2004, 29 December), including compensation for recovery costs (article 8).

Upon completion of the project, and during the month following the end of the contract term, the UDC contract supervisor will present a final summary of income and expenditure to the UDC Office of Research and Knowledge Transfer (OTRI).

* **8.- Confidentiality**

Unless otherwise indicated by CONTRACTING PARTY, all UDC personnel involved in the project will maintain strict confidentiality in respect of all information belonging to CONTRACTING PARTY which they may be required to use in the performance of the services provided in the contract.

All reports issued by UDC in the performance of the services provided in the contract will remain strictly confidential and will not be divulged to any other company or individual without the prior authorisation of CONTRACTING PARTY.

This condition will not apply where:

1. The recipient demonstrates prior knowledge of the information received.
2. The information enters (or is already part of) the public domain.
3. Written authorisation for the disclosure of information is given in advance.
4. The information is required for judicial purposes.

CONTRACTING PARTY hereby authorises UDC to make the following information available to the public: contract title, content, price and term.

Both parties undertake to inform their project personnel of the confidentiality obligations provided in this section, and ensure their compliance therewith.

The publication or dissemination of the interim or final results of the work (or any part thereof) by either party will be requested in the form of an official letter to the contract supervisor for the other party, on condition that the request does not represent a violation of the industrial property rights of the latter. The other party will issue an official response within a maximum period of thirty (30) days, notifying the requesting party of its approval, reservations or refusal (as applicable). Failure to issue a response within the time frame provided will be construed as tacit approval of the first party’s request.

UDC’s name will not be used for publicity purposes without the express prior written authorisation of the relevant UDC authorities.

All publications and disseminated material in relation to the project will include specific acknowledgement of this contract.

All patents and publications resulting from the project will include appropriate acknowledgement of the personnel responsible (authors, inventors, etc.)

* **9.- Results, benefits and property rights**

The formal registration of the results of the project as intellectual property and/or their protection by industrial property rights will be in accordance with UDC Industrial and Intellectual Property Regulations (*DOG* Nº166, 31 August 2012), and will name as co-creators the individual UDC researchers involved in their production.

The exploitation of results and regulation of royalties will be governed by UDC Industrial and Intellectual Property Regulations. Notwithstanding, UDC reserves the right to use the knowledge and results obtained from the project for its own teaching and research purposes.

Project reports and activities carried out by UDC will be entitled to use the UDC logo.

All movable and immovable property acquired under the contract will become the property of UDC and be included among its current assets.

* **10.- Extension, modification and cancellation**

The contract may be modified or cancelled at any time by mutual agreement between the parties, on condition that such an action does not constitute a significant deviation from the original terms of the agreement.

If the work contracted is not completed for reasons attributable to UDC, the contract will be terminated with immediate effect and CONTRACTING PARTY will be required to pay for actual work quantities completed up to that time only.

If CONTRACTING PARTY decides to order the early termination of the project, it will be required to pay UDC for the total work quantities completed up to that time. This sum will be paid in full within a maximum period of one month as from termination of the contract.

* **11.- Jurisdiction**

CONTRACTING PARTY and UDC undertake to seek an amicable solution to any dispute or disagreement which may arise during the lifetime of the contract. Where no agreement is possible, the case will be referred for resolution to the district and circuit courts of A Coruña.

In witness whereof, the parties sign this contract in two counterparts, at the place and time provided above.

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| In representation of the University of A Coruña | In representation of …………………..…….. |
| Salvador Naya Fernández |  |