

Complimentary Agreement Template

PLEASE, CAREFULLY READ THE INSTRUCTIONS BELOW BEFOREHAND

The agreement template that follows is a complimentary document provided by ACCIÓ in the framework of the Tecnospring INDUSTRY programme. The purpose of this document is to facilitate the drafting of the **agreement(s)** or *memorandum(s) of understanding* **between the Beneficiary and the host organisation** in case of **Mobility A** and/or **secondment**. They are mandatory, as established in article 7.9 of the Tecnospring INDUSTRY Regulatory Bases:

*“Additionally, for Mobility A: copy of the **agreement or memorandum of understanding between the beneficiary institution and the institution acting as host for the researcher abroad**, indicating the commitment of both institutions to carry out the project, as described in the application, including an agreement on intellectual property.*

*If the project envisages a **secondment** spent at another institution or with another company, a copy of the **agreement or memorandum of understanding between the beneficiary institution and the institution where the researcher will spend this period**, indicating the commitment of both institutions to carry out the project, as described in the application, including an agreement on intellectual property.”*

Please note that the present template is destined to be used as a **structure to base the agreement on** and does not provide any detailed content regarding the clauses. These **clauses** should be **defined by the Beneficiary** and their validity **confirmed by its legal department**. Bear in mind that all the issues addressed in the agreement should be **in complete accordance with** the rules expressed in the **4 documents of reference** that follow:

- Open Access Publication rules
- Intellectual Property Rights conditions
- Dissemination and Communication rules
- Call Tecnospring INDUSTRY Regulatory Bases

You can also get some inspiration from the *H2020 Memorendum of Understanding* and the *Non-disclosure agreement* available on the [European IP Helpdesk website](#).

As this template is only **indicative**, it can be modified to be in accordance with the Beneficiary's specific rules. Nevertheless, we strongly **recommend keeping the preamble** (presentation of the parties, background and purpose) as it is, or at least not to remove anything as it **contains all the mandatory information** that the agreement must include to be validated by ACCIÓ.

Please also note that:

- **Entity 1** refers to the host organisation,
- **Entity 2** to the Tecnospring INDUSTRY Beneficiary
- **Researcher** to the Name SURNAME of the Researcher candidate
- **Supervisor** to the Name SURNAME of the Researcher's Supervisor at the host organisation.

Be aware that the **header** should display the **logos of both entities**, and that **they should not be superior in size than the EU flag** displayed in the footer.

Logo Entity 1

Logo Entity 2

AGREEMENT/ MEMORANDUM OF UNDERSTANDING BETWEEN ENTITY 1 AND ENTITY 2

In City (Country), on Day, the XXth of Month, 202X

BETWEEN:

ENTITY 1 is a legal status (company, research centre, etc.), having its administrative offices address and duly represented by Name SURNAME of the legal representative, official position of the legal representative.

AND

ENTITY 2 is a legal status (company, research centre, etc.), having its administrative offices address and duly represented by Name SURNAME of the legal representative, official position of the legal representative.

Individually referred to as "the Party" and collectively as "the Parties"

The Parties mutually recognize their legal capacity to be bound by this document, both entities signing this document and, to this effect,

BACKGROUND

The Agreement is established within the framework of the Tecnospring INDUSTRY project called ACRONYM, "Title of the Project" with reference ACE003/20/000XX led by ENTITY 2, hereafter referred as the Project, by which the following research candidate RESEARCHER, hereafter referred as the Researcher, has been recruited for a period of 2 years starting in Month, 202X (starting month of the Researcher's contract).

RESEARCHER will stay at ENTITY 1 which will be the researcher's host institution abroad from the XXth of Month, 202X (starting date of the stay) until the XXth of Month, 202X (ending date of the stay). Due to Covid-19 pandemic the dates can suffer variations.

This project has received funding from the European Union's Horizon 2020 research and innovation programme under Marie Skłodowska-Curie grant agreement No. 801342 (Tecniospring INDUSTRY) and the Government of Catalonia's Agency for Business Competitiveness (ACCIÓ). The conditions imposed by the European Commission for Marie Skłodowska-Curie Actions of the H2020 Programme for R&D of the European Union are set forth in the grant agreement between the European Commission and ACCIÓ that regulates Tecnospring INDUSTRY.

PURPOSE

The Agreement sets out the terms and understanding between the ENTITY 2 and the ENTITY 1 for the Researcher's stay at the latter, the commitment of both institutions to carry out the project as described in the application sent to the reference of the Tecnospring INDUSTRY Call and the agreement on

Logo Entity 1

Logo Entity 2

intellectual/industrial property rights on the project results and the confidentiality and publication aspects to be agreed during the researcher's stay at **ENTITY 1**.

Based on the above, the Parties agree to enter into this Agreement, which shall be governed by the following

CLAUSES

ONE. TERMS OF THE AGREEMENT

This agreement shall enter into force solely and exclusively if the Project is granted a subsidy by ACCIÓ and be considered in vigour for the entire duration of the Project.

Should the Project not be granted a subsidy by ACCIÓ, this agreement shall be considered null and void.

TWO. PROJECT ACTIVITIES

The above purpose will be accomplished by undertaking the following activities:

(List and describe in detail all the project activities that are to be implemented during the Researcher's stay at the host organisation)

During his stay at **ENTITY 1**, the Researcher shall be supervised by **SUPERVISOR**.

(Required only in case of Mobility A – outgoing and return, this agreement being between the Tecniospring INDUSTRY Beneficiary and the abroad host organisation)

TWO. CONFIDENTIALITY

(Both parties are free to regulate the confidentiality rules as they deem necessary as long as they do not violate the rules set out in the Tecniospring INDUSTRY Intellectual Property Rights conditions).

THREE. INTELLECTUAL PROPERTY

(Both parties are free to regulate the confidentiality rules as they deem necessary as long as they do not violate the rules set out in the Tecniospring INDUSTRY Intellectual Property Rights conditions).

FOUR. PUBLICATION AND DISSEMINATION

(Both parties are free to regulate the dissemination and publication of results as they deem necessary, as long as they respect the rules set out in both the Tecniospring INDUSTRY Open Access Publications rules and the Tecniospring INDUSTRY Publication and Dissemination rules).

Logo Entity 1

Logo Entity 2

FIVE. APPLICABLE LAW AND PLACE OF JURISDICTION

In witness thereof, this Contract is signed in two (2) copies and in every page by the intervening parties on the date and the venue above mentioned.

For **ENTITY 1**

For **ENTITY 2**

Name SURNAME of the legal representative,

Name SURNAME of the legal representative,

official position of the legal representative

official position of the legal representative