

AGREEMENT BETWEEN UNIVERSIDAD CARLOS III DE MADRID AND xxxxxxxx FOR THE OWNERSHIP
AND EXPLOITATION OF RESULTS

"xxxxxxx"

In Leganés on XX, XXX, 2024.

BY AND BETWEEN

On the one hand, Mr. Luis Enrique García Muñoz, Vice Rector for Research and Transfer of Universidad Carlos III de Madrid, appointed by Rector's Resolution of April 25, 2023 and with powers delegated by the Rector, according to resolution of February 9, 1998 (B.O.C.M. of March 1.998 (B.O.C.M. of March 24, 1998), in the name and on behalf of the UNIVERSIDAD CARLOS III DE MADRID (hereinafter UC3M), with headquarters at C/ Madrid 126, 28903 Getafe (Madrid) and Tax ID number Q2818029G.

And on the other hand: Mr./Ms. xxxx xxxx xxxx, with Tax ID xxxxxxxx, in the name and on behalf of xxxxxxxx, with Tax ID xxxx and domiciled at Av. xxxxxxxx, xx, xxxx, xxxx, x, acting as xxxx (hereinafter xxxxxxxx).

Both collectively referred to as "PARTIES" and individually as "PARTY".

Said representatives, mutually recognizing each other's legal capacity, sign this Agreement on behalf of the respective entities and, to this effect

WHEREAS

- I. That xxxx, xxxx and xxxx (hereinafter AUTHORS) are UC3M and xxxx researchers, and sole authors of the research results called "xxxxxxx" (hereinafter RESULTS).
- II. That the RESULTS have been carried out by the AUTHORS within the activities and collaboration object of the agreements signed between UC3M and xxxx.
- III. That the AUTHORS have assigned to UC3M and xxxx all the exploitation rights attributed to them by the Texto Refundido de la Ley de Propiedad Intelectual, approved by Real Decreto Legislativo 1/1996 (TRLPI), as authors of the RESULTS.
- IV. That the PARTIES wish to apply for the corresponding titles of protection of the RESULTS before the Intellectual and/or Industrial Property Registries, and therefore are interested in subscribing the present Agreement with the purpose of regulating the regime of protection, and subsequent exploitation, of the RESULTS.

And by virtue thereof, the PARTIES

AGREE

To enter into this RESULTS Co-Ownership and Exploitation Agreement (hereinafter the Agreement), which shall be governed by the following terms and conditions

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CLAUSES

FIRST - OBJECTIVE

The purpose of this Agreement is to regulate the terms and conditions applicable to the PARTIES' co-ownership of the RESULTS, as well as the aspects related to their protection and/or exploitation.

The ownership of the RESULTS, as well as of the possible property titles derived therefrom, corresponds jointly to the PARTIES in the following proportions:

- xxxx percent (xx %) to UC3M
- xxxx percent (xx %) to the xxxxxxx

The rights and obligations inherent to the same divided according to the aforementioned percentage.

SECOND - CO-OWNERSHIP AND PROTECTION OF RESULTS

The management and processing of the intellectual and/or industrial property titles over the RESULTS will correspond to UC3M, and therefore xxxxxxxx authorizes UC3M, in the person of its representative, to carry out the corresponding administrative procedures before the corresponding Intellectual Property Registries and/or Patent Offices.

Such requests shall be made on a co-ownership basis, in accordance with the applicable legislation in force, respecting in all cases the percentages established in this Agreement.

The ownership of the intellectual and/or industrial property rights over the RESULTS corresponds to UC3M and xxxxxxxxxxxxxxxx in the following proportions: xx% and xx%, respectively, dividing in identical proportion the rights and obligations inherent to the same, unless otherwise stipulated.

All expenses derived from the application for the corresponding intellectual and/or industrial property titles and their maintenance will be paid by the PARTIES in the proportion corresponding to their percentage of ownership, although, in order to expedite the management, UC3M will assume the expenses of registration of the RESULTS in the Territorial Registry of Intellectual Property of the Community of Madrid.

Such expenses shall be paid by the PARTIES, either by direct payment thereof or by reimbursement (if only one of the PARTIES initially paid in full) within a maximum period of ninety (90) days from the presentation by the other PARTY of the corresponding receipts of the payments supported.

The PARTIES undertake to collaborate to ensure compliance with the rights recognized in this Agreement, including obtaining the signature of the researchers who have participated in obtaining the RESULTS, for the processing of the intellectual and/or industrial property titles, as well as for the extension to other countries.

UC3M undertakes to keep xxxxxxxx informed on the status of the management and processing of the protection of the RESULTS, sending copies of the applications for the titles of property, accompanied

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by information on the dates to be taken into account for the adequate management of the rights that may be generated on the RESULTS.

In the event that one of the PARTIES becomes aware of any infringement affecting the rights of the other PARTY on any of the RESULTS, it shall immediately notify the other PARTY so that the latter may exercise the pertinent actions in defense of its rights. Both PARTIES shall cooperate with each other to this end.

THIRD - EXTENSION OF PROTECTION AND MAINTENANCE

In the event that the RESULTS were protected by the industrial property regime, the extension of the protection of the RESULTS to other countries shall be carried out by mutual agreement of the PARTIES and in writing, respecting in any case, the conditions subscribed in the present Agreement in relation to the distribution of benefits and expenses of processing and maintenance of the corresponding property titles.

In the event that either of the PARTIES is not interested in the extension of protection to a particular country, both PARTIES undertake to cooperate with each other in good faith in order to conclude a specific agreement concerning the international extension of protection, regulating all the conditions under which such international extension by only one of the PARTIES shall be carried out. Where appropriate, such specific agreement concerning the international extension of protection shall be annexed to this Agreement.

In any case, the PARTIES waive the right of individual exploitation provided for in Article 72.2 b) of the Patent Law, both in relation to the Spanish priority patent and to the possible patents derived from an international extension of protection.

It shall be understood that the other Party waives the extension in the event that a period of one (1) month elapses from the said communication without notifying its interest in such extension.

If the extension or maintenance of one of the rights is of interest only to a co-owner, the latter shall be responsible for the payment of the processing, management and payment of the corresponding annuity, acquiring full ownership of the right in question for the country concerned.

Either party may waive its rights to extend the patent to other countries by expressly informing the other party sufficiently in advance of the expiration of the priority date of the patent.

In the event that one of the Parties detects the infringement of the Industrial Property Rights in Co-Ownership, it shall notify the other Party within two (2) weeks so that they can jointly carry out the necessary defense acts.

In the event that all the Parties wish to initiate legal actions in defense of the Patent jointly, the costs of such actions shall be borne by all of them proportionally. In the event that any economic amount is obtained as compensation, it shall be distributed to each of the Parties equally.

Each of the Parties may exercise individually, with the necessary written consent of the other co-owner, the pertinent legal actions - judicial and extrajudicial - for the defense of the protection of the results, bearing the costs derived therefrom and, if applicable, being the sole beneficiary of the resulting indemnification.

FOURTH - COMMERCIALIZATION OF RESULTS

The exploitation rights of the results correspond to both parties in proportion to their ownership, who may exploit it jointly, by themselves or through third parties. In case of licensing or assignment of the patent to third parties, the income derived will correspond to both parties in proportion to their ownership.

Both PARTIES may develop negotiations aimed at the transfer of the RESULTS, as well as the granting of exclusive or non-exclusive exploitation licenses of the same. However, decisions regarding the convenience of granting licenses or any other legal transaction on the RESULTS shall be taken by mutual agreement and in writing and on the basis of the principle of good faith, without the consent of the PARTIES being unreasonably withheld.

The PARTIES will collaborate, to the extent of their possibilities, in the activities necessary for a better exploitation of the RESULTS and will make use of good practices such as the signing of confidentiality agreements with the contacted companies.

In the event of licenses or any other legal business related to the RESULTS, the PARTY carrying out the negotiation shall previously communicate it to the other PARTY, who may state what it deems appropriate.

The negotiations referred to in this point will be carried out under the preferential, although not exclusive, premise of obtaining the best offer.

The Agreement by virtue of which the exploitation of the RESULTS is articulated shall be signed by both PARTIES.

The PARTIES shall agree with the licensee the manner in which the latter shall make the corresponding payments.

The PARTIES undertake to include, in all license agreements or any other transfer business, the following clause: "UC3M and xxxx reserve the use of the knowledge and RESULTS for teaching and research purposes".

FIFTH. - MARKETING EXPENSES AND BENEFITS

The PARTIES shall apply the following regime of costs and benefits associated with the exploitation of the RESULTS:

- a) Marketing costs: each PARTY shall bear its own marketing costs.
- b) Income: the PARTIES agree that the total income that the transfer of the RESULTS may generate shall be settled according to the following procedure:
 - (i) Firstly, the PARTIES shall receive an amount equivalent to the protection costs incurred, as well as the marketing costs incurred, provided they have been previously approved by the PARTIES.
 - (ii) The amount resulting from the application of the provisions of paragraph (i) above shall be distributed among the PARTIES in proportion to their respective shares in the ownership of the RESULTS.

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The distribution of benefits among the AUTHORS of the RESULTS shall be carried out in accordance with the internal regulations of each of the PARTIES.

SIXTH - INFORMATION AND NOTIFICATIONS

For the purpose of any communication relating to this Agreement, the following addresses are established:

For xxxxxxxx:

Contact: xxxx

Address: xxxx

Av. xxxx, xx

xxxx xxxx (xxxx)

Phone: xxx

E-mail: xxxx

For UC3M:

Contact us: Technology Transfer Manager

Address: Av. Gregorio Peces Barba, 1
28919 Leganés (Madrid)

Telephone: 91 624 4022

E-mail: patentes@uc3m.es

The PARTIES undertake to inform each other of changes of address for the purpose of communication of any aspect related to this Agreement.

SEVENTH - DURATION, GEOGRAPHICAL SCOPE AND ENTRY INTO FORCE

This Agreement shall be effective as of the date of signature appearing in the heading and shall remain valid as long as the corresponding property deeds are in force, as well as the contracts signed under this Agreement.

This Agreement has no specific geographic scope; that is, it extends to the entire territory for which the RESULTS have been protected/registered.

In the event that the protection of the RESULTS is extended to other countries, this Agreement shall be understood to be extended to all of them, without geographical limitation of any kind.

EIGHTH - DEVELOPMENTS AND IMPROVEMENTS

Any improvement or modification made to the RESULTS covered by this Agreement shall, unless otherwise agreed by the PARTIES, be the property of all the PARTIES signatory thereto and shall be governed by the conditions contained in this Agreement or, if it is a different proportion and/or conditions, in those specifically detailed as an annex to this Agreement.

NINTH - CONTINUATION OF THE RESEARCH ACTIVITY

The PARTIES will maintain in any case a right of free use of the RESULTS for the development of any teaching or research activity in relation to the same, both directly by the AUTHORS and indirectly through research agreements with other third parties.

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Research agreements with third parties related to the RESULTS shall in no case include the total or partial transfer of ownership of the RESULTS.

TENTH. - RESIGNATION OR ABANDONMENT

Either of the PARTIES may waive the rights and obligations arising from this Agreement, and must expressly notify the other PARTY so that the latter may exercise the corresponding rights, at least one (1) month prior to the time at which such waiver becomes effective, which in the case of patents shall be the last date for making the decision that will condition the maintenance of the right.

Any waiver or relinquishment of rights under this Agreement shall be in writing.

In any case, the renouncing PARTY shall ensure that all its researchers listed as INVENTORS undertake to collaborate in the continuation of the processing of the corresponding application, facilitating the signing of documents and the notification of possible changes in their address. The renouncing PARTY shall comply with the obligations acquired up to the moment of renunciation.

ELEVENTH - RIGHT OF FIRST REFUSAL AND RIGHT OF WITHDRAWAL

In the event that either PARTY intends to transfer its proportional part of co-ownership of the RESULTS to a third party, the other PARTY shall have a right of first refusal over the same.

The PARTY receiving an offer from a third party for the acquisition of its ownership share in the RESULTS shall notify the other PARTY in writing, who shall have a period of two (2) months from the time of receipt of the notification to inform the PARTY intending to transfer its share, if applicable, of its willingness to acquire said share. Once these two (2) months have elapsed, the ownership quota of the transferring PARTY shall be attributed to the PARTY that has expressed its will to acquire, and it must pay the corresponding price within thirty (30) days.

Once this term has elapsed without the other PARTY having expressed its will to purchase, the PARTY interested in the transfer shall be free to transfer its proportional part of co-ownership in favor of the third party interested in the purchase under the same terms notified to the other PARTY.

In the event that the transfer of the quota has been carried out without having complied with the provisions of this clause, the other PARTY may exercise the right of withdrawal during the month following the notification of the transfer of ownership.

TWELFTH - CONFIDENTIALITY

The PARTIES agree that any information directly or indirectly related to the subject matter of this Agreement is (i) of a secret and confidential nature and (ii) of great value and, therefore, any negligence in the treatment of this information (or any part of it) without the adoption of due precautions, may cause its dissemination and thus irreparable damage to the commercial and economic interests of the PARTIES.

Consequently, the PARTIES agree not to disclose and to keep under strict confidentiality and secrecy the referred Confidential Information, expressly prohibiting its disclosure or dissemination to third

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parties, as well as not to use the Confidential Information in a manner different from that strictly necessary for the performance of their obligations under this Agreement.

The obligations of confidentiality and non-disclosure indicated above shall not apply to information for which the receiving Party can establish, through reliable evidence, that:

- (a) was already in the public domain at the time of signing this Agreement;
- (b) (b) has come into the public domain through publication or otherwise, without a breach of this Agreement;
- (c) was already in its possession prior to receipt and was not acquired directly or indirectly from the other Party and/or its affiliates;
- (d) the receiving Party has become aware of it through a third party entitled to disclose such information;
- (e) must be provided by law to the competent authorities, provided that the Party requested to provide the Information notifies the other Party promptly prior to lawful publication and provides only the portion of the Information lawfully requested.

Know-how

Licensee agrees not to use any information or documentation in its possession to which it has had access as a result of its working relationship with Licensor for purposes other than the performance of this Agreement and not related to the exploitation of the Patent that is the subject matter of this Agreement.

With respect to such knowledge and know-how acquired by Licensee through its relationship with Licensor, Licensee represents that Licensee shall not use such knowledge and know-how for projects that may be detrimental to Licensor's business.

THIRTEENTH - PERSONAL DATA PROTECTION

The parties undertake to comply, in the terms applicable, with the provisions of Organic Law 3/2018, of 5th December, on the Protection of Personal Data and the Guarantee of Digital Rights, as well as Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27th April 2016, on the protection of natural persons with regard to the processing of personal data and the free circulation of such data and repealing Directive 95/46 / EC (General Data Protection Regulation).

The parties are informed that their personal data will be processed for the purpose of managing the contractual relationship and promoting communication between the parties.

Information on the data processing carried out by the University as data controller:

- PROCESSING IDENTIFICATION: UC3M AGREEMENTS;
- PURPOSE: Coordination, processing, management and archiving of agreements and other arrangements, together with their annexes and addenda if they exist, signed with both national and foreign individuals and legal entities;

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- EXERCISE OF RIGHTS. You may exercise your rights of access, rectification, deletion, limitation, portability and opposition to their processing by sending an email to the following address: dpd@uc3m.es

ADDITIONAL INFORMATION: You can consult additional and detailed information about our Privacy Policy at <https://www.uc3m.es/protecciondedatos>

Information on the processing of COMPANY data.....

FOURTEENTH - PUBLICATION OF RESULTS

Without prejudice to the obligation of confidentiality established in Clause Twelve, in the event that any of the PARTIES wishes to use, partially or totally, the results obtained in relation to the RESULTS for their dissemination through the publication of a scientific article, the organization of a scientific conference or seminar, or for any other act of dissemination of a similar nature, it must request the written consent of the other PARTY. All those actions that the commercialization team carries out to achieve the transfer of the RESULTS, including presentations at fairs, negotiations with potential clients, collaborators and partners or similar activities, will not be included in this section, and therefore no authorization will be required, without prejudice that in the negotiations the corresponding confidentiality agreements are subscribed.

The other PARTY shall respond to such request within a maximum period of thirty (30) days from its receipt, communicating the authorization, reservations or disagreement on the information contained in the article, conference or any other act of dissemination of a similar nature. If the PARTY that has received the request does not issue any response within the aforementioned term, the silence shall be understood as tacit authorization for such dissemination.

In such publications or acts of diffusion, the mention of the AUTHORS of the RESULTS, as well as the condition of the PARTIES as co-owners of the same, shall always be respected.

Neither PARTY shall use the name of the other PARTY or this Agreement in any press release, or for any other commercial purpose, without the prior written consent of the other PARTY.

FIFTEENTH. - APPLICABLE LAW AND JURISDICTION

This Agreement is governed by Spanish law.

The PARTIES undertake to resolve amicably any disagreement that may arise between the PARTIES.

Any litigious issues arising from the interpretation, development, modification, resolution and effects that may derive from the application of this Agreement, as well as the specific agreements to which it may give rise, which cannot be resolved amicably, shall be submitted to the bodies of the Contentious-Administrative Jurisdiction based in Madrid, expressly waiving any other jurisdiction that may correspond to them.

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AND IN WITNESS WHEREOF, both Parties sign this Agreement, in the place and on the date of
electronic signature.

For the UNIVERSITY CARLOS III OF MADRID

By xxxxx

D. Luis Enrique García Muñoz

Mr./Ms. xxxxxxxxxxxxxx