

**PRIMITIVO DE VEGA GRANT**

**PROTOCOL OF ACTION**

On the one hand, Mr./Ms. \_\_\_\_\_, on behalf of Fundación MAPFRE, in the capacity of \_\_\_\_\_, domiciled at Paseo de Recoletos 23, 28004 Madrid, and with fiscal ID (CIF) number G-28520443, as legal representative by virtue of power of attorney granted July 12, 2012, before notary José María Suárez Sánchez- Ventura, under number 2,230 of his notarial record

And behalf of the second party, Mr/Ms \_\_\_\_\_ in the capacity of Beneficiary, as Principal Investigator of the Project \_\_\_\_\_, domiciled at \_\_\_\_\_ and with tax ID (NIF) number \_\_\_\_\_, registered at \_\_\_\_\_, and holding the Social Security affiliation number \_\_\_\_\_.

And on behalf of the other party, Mr/Ms \_\_\_\_\_, in the capacity of \_\_\_\_\_ of the \_\_\_\_\_ domiciled at \_\_\_\_\_ and with fiscal ID (CIF) number \_\_\_\_\_ by virtue of power of attorney \_\_\_\_\_ **[IF APPLICABLE]**

All of them acting under the powers conferred on them in mutual recognition of their full capacity for the purposes of this document and by mutual agreement set forth the following

**BACKGROUND**

FIRST- Fundación MAPFRE, according to the decision published on \_\_\_\_ of \_\_\_\_\_ 2017, has awarded a grant for the gross amount of \_\_\_\_\_ euros (€ \_\_\_\_\_ ) to Mr/Ms \_\_\_\_\_. Its purpose is to carry out the research project “ \_\_\_\_\_ ” the managing body of which is \_\_\_\_\_ **[IF APPLICABLE] under the direction of Mr/Ms \_\_\_\_\_, who will be the sole beneficiary of Fundación MAPFRE for the purposes provided for in this document, independently of the people who may potentially form part of his/her team, whose possible rights and obligations fall under his/her exclusive responsibility in respect of Fundación MAPFRE.**

SECOND - Accepting this grant implies acceptance in their entirety of the terms and conditions established by Fundación MAPFRE as detailed in the rules for the Application for

the Ignacio Hernando de Larramendi Research Grants 2017 that govern how such grants are awarded, as well as accepting this protocol.

Therefore, accepting this grant further implies compliance with the conditions established by Fundación MAPFRE detailed hereunder:

## CLAUSES

1. Any beneficiary of the grant declares that they have their own means available to undertake \_\_\_\_\_ the \_\_\_\_\_ research \_\_\_\_\_ into \_\_\_\_\_ **[IF APPLICABLE] so that neither Fundación MAPFRE, nor any of the entities belonging to MAPFRE, can in any way be considered as the employer of the beneficiary of the grant, nor as an affiliated center for the purposes of the current legislation governing research staff, which \_\_\_\_\_ confirms in this legal document [IF APPLICABLE].** The beneficiary further declares that he/she will not undertake any activity on behalf of Fundación MAPFRE or MAPFRE entities nor in any of their offices. Consequently, neither Fundación MAPFRE nor any MAPFRE entities will assume the responsibilities of an employer or those in respect of Social Security which, were they to exist, would be the responsibility of the affiliation center of the grant beneficiary or of any other collaborator who might possibly form part of his/her team, both of them committing (beneficiary and center) **[IF APPLICABLE] to comply with the regulations in force and to indemnify Fundación MAPFRE against any claim that could be received for such a reason.**
2. This grant is awarded independently of any official study that the beneficiary might be carrying out in the center to which he/she is affiliated or of any other person that might form part of his/her team, including a possible doctoral thesis, the development and execution of which will take place, if applicable, separately from the terms and conditions established in this document. Nevertheless, if the study were to be the subject of a doctoral thesis, Fundación MAPFRE would respect the deadlines established for its presentation and defense before proceeding with its publication, without this in any way affecting Fundación MAPFRE's freedom to publish the work or not, in which respect it makes no commitment in accordance with what is established in clause 6.
3. Payment of the grant will be spread over the period the research is being carried out in the following manner, so long as the beneficiary also complies with the other conditions attached to its receipt:
  - 20% upon signing this grant acceptance protocol.
  - 60% divided into two payments made after the fourth and eighth month of the acceptance date, subject to a favorable report from the supervisor of the work.
  - 20% outstanding upon the delivery of the final report and a summary in English of the work between two and four pages in length.

*OPTION A: PAYMENT TO THE BENEFICIARY*

The payment of the grant will be made by bank transfer to the current account number \_\_\_\_\_ of which the beneficiary is the account holder, further to the issuing of the appropriate invoice or billing document. If it is an invoice it should be submitted to Fundación MAPFRE in an electronic format.

*OPTION B: PAYMENT TO THE INSTITUTION ADVISED BY THE BENEFICIARY*

At the express request of the beneficiary, the grant payment will be made by bank transfer to the current account number \_\_\_\_\_ of which \_\_\_\_\_ is the account holder, further to the issuing of the appropriate invoice or billing document. If it is an invoice it should be submitted to Fundación MAPFRE in an electronic format. \_\_\_\_\_ expressly commits to apply the grant exclusively to the research project indicated in the background documentation of this protocol.

**OPTION A) RESIDENT (INDIVIDUAL SPAIN)**

Fundación MAPFRE will apply withholding taxes in compliance with the current tax legislation in force. For this purpose, the beneficiary undertakes to submit the legal documentation required (currently model 145) to Fundación MAPFRE within a period of one month of the date shown at the top of this protocol advising of any personal and family circumstances that may affect the withholding tax rate to be applied.

**OPTION B) NON-RESIDENT (INDIVIDUAL/LEGAL ENTITY OUTSIDE SPAIN)**

Fundación MAPFRE will apply withholding taxes in compliance with the current Spanish tax legislation in force. If the recipient is a tax resident of a country with which Spain has an existing agreement in place to avoid double taxation, he/she can request that the Fundación applies the agreement to the payments. To this end he/she will submit to Fundación MAPFRE, within one month of the date shown at the top of this protocol, an original copy of a tax residence certificate for the purpose of applying the tax agreement with Spain.

Notwithstanding, if the aforementioned certificate is not submitted, or until it is submitted, the applicable withholding tax will be retained (currently 24.75%).

4. The duration of the grant shall be one calendar year from the signature of this protocol. If there is a justifiable reason for it, extensions can be granted in respect of presenting the

summary, periodic reports or articles without this implying additional financial compensation.

5. The beneficiary will be supported by \_\_\_\_\_, telephone number \_\_\_\_\_, email address \_\_\_\_\_, who will fulfill the functions of tutor or supervisor of the work (the Tutor).

Similarly, the beneficiary will have \_\_\_\_\_ whose contact telephone number is \_\_\_\_\_ and email address is \_\_\_\_\_ who will perform the functions of administrative coordinator on behalf of Fundación MAPFRE.

The beneficiary undertakes to:

- **Submit reports without fail** to the Fundación MAPFRE coordinator prior to the anticipated payments (with the exception of the first one), which record the progress made in the research to the following email address: [\\_\\_\\_\\_\\_@fundacionmapfre.org](mailto:_____@fundacionmapfre.org) con copia a [\\_\\_\\_\\_\\_@fundacionmapfre.org](mailto:_____@fundacionmapfre.org).
- Send the billing document or invoice to the following address:

Att. \_\_\_\_\_  
Fundación MAPFRE  
Insurance and Social Protection  
Paseo de Recoletos,  
28004 Madrid.

- Keep in regular contact with the Tutor.

All payments, except for the first, shall be made following approval from the Tutor on the progress of the research. Failure to submit the prior reports, or a delay of more than three months in their submission for reasons attributable to the beneficiary, will lead to the automatic termination of the grant without accruing any of the amounts pending payment and with no need for any further notification from Fundación MAPFRE.

The beneficiary will also submit to the Tutor within the calendar year following the signing of this document a report that covers the entirety of the work and the activities undertaken. Furthermore, a summary of the project must be submitted in English with a maximum length of four pages.

Failure to submit the aforementioned documentation or a delay of more than three months will lead to the termination of the grant without accruing any amounts pending payment.

In addition, failure to submit the first prior report, for causes attributable to the beneficiary, will give the Foundation the right to reclaim the entire amount paid on account as an initial payment. Failure to submit the final report and the summary of the

work in English or a delay in doing so of more than three months will give the Foundation the right to claim back 50% of the grant already received by the beneficiary. All this is to compensate the Foundation for the damages caused by the non-compliance of the commitments entered into freely by the beneficiary.

6. Fundación MAPFRE reserves, for an indefinite period, the worldwide rights to edit, publish and distribute works that may be published in specialist journals edited by the Foundation in book format or in electronic format on the Foundation's website. Under no circumstances may the beneficiary or any researchers on the beneficiary's team issue publications without prior written consent from the Foundation. Should Fundación MAPFRE not consider it opportune to publish the work, the grant beneficiary or the other aforementioned researchers may publish at their own expense and under their own responsibility.

Any publications that include the results obtained within the framework of this research grant shall state that they are the result of "research financed by Fundación MAPFRE".

If any of the work forms the subject of a doctoral thesis, Fundación MAPFRE will respect the deadlines established for its presentation and defense prior to its publication. In such a case, this information must always be communicated by the beneficiary to the Foundation.

Both Fundación MAPFRE and the beneficiary along with the other researchers reciprocally authorize each other to financially exploit the consequences that may arise due to the originality contributed by the project once published, undertaking to communicate with the other party prior to engaging in said exploitation, and to advise the conditions involved, with both parties taking an equal share of the economic results that may be forthcoming once each party's expenses are deducted.

7. Once the research has started, the following will constitute reasons for the cancellation of the grant and the recision of any pending payments to the beneficiary:
  - The failure to comply with any of the conditions detailed in this protocol.
  - The suspension of contact with the Tutor and/or the delivery of work due for a period longer than three months.
  - The proposal of the Tutor, who considers it impossible for the work to be completed in a satisfactory manner due to objective reasons, always with full knowledge of the beneficiary.
  - The beneficiary's failure to comply with the duty to inform on the progress of the research; or not submitting the final report and summary in English within the agreed deadlines, except if the Foundation accepts that there are justified grounds for granting a suspension or deferral.

- The falseness of any of the data or documentation provided or its lack of originality.
  - The presentation of a project undertaken prior to the awarding of the grant.
  - The work being undertaken by a third party not included in the beneficiary's research team and not under his or her control.
  - The existence of a working relationship with any MAPFRE-related entity
8. For the purposes of this clause, the term “Collaborator” shall be understood in its broadest sense and covers but is not limited to public bodies, charitable organizations and promoters of activities of general interest, any person engaged in a profession, a supplier of services, lessor, provider of services and/or goods of any nature.

The personal data provided by [Name of Collaborator] will be processed by Fundación MAPFRE to be able to put into practice and fulfill this agreement, as well to maintain a consistent relationship with collaborators to turn to as necessary in order to request the services and/or goods required in each case and to be able to send information and advertising, including by electronic means, regarding our foundational activities. The [Collaborator] expressly authorizes the international transfer of data for the aforementioned purposes even after the existing contractual relationship expires.

You may exercise your rights of access, rectification, opposition and cancellation of your personal data by writing to Fundación MAPFRE, Marco Regulatorio de Seguridad. Paseo de Recoletos 23 28004. Madrid, mentioning the reference “COLLABORATOR ARCO RIGHTS”.

If the data provided refers to other individuals you should, in advance of communicating such data, inform said individuals of the ends described in the foregoing paragraphs.

Check this box if you want your data to be used only to manage this agreement.

9. This protocol is private in nature and is governed by what is laid down in common Spanish Law. The parties undertake to resolve any differences that may arise from it in an amicable way.

The parties agree that any litigation, discrepancy, query or claim resulting from the execution or interpretation of this protocol or related with it, directly or indirectly, will be resolved definitively by submission to the Law Courts of Madrid (Capital).

In accordance with all of the stipulations set forth, this protocol is signed in Madrid on \_\_\_\_\_ of \_\_\_\_\_ of \_\_\_\_\_.

LOGO CENTRO  
(if applicable)

**Mr/Ms** \_\_\_\_\_  
Position  
Fundación MAPFRE

Representative of the management body  
Position  
Company  
**[IF APPLICABLE]**

**Mr/Ms** \_\_\_\_\_  
The Beneficiary  
(Principal Investigator of the Project)

By means of this document, the members of the research team \_\_\_\_\_ and \_\_\_\_\_, who have jointly submitted the project “\_\_\_\_\_” **authorize** \_\_\_\_\_ **as Principal Investigator to manage, as sole beneficiary, any procedure and document required for the award of a grant from Fundación MAPFRE, through** \_\_\_\_\_ [IF APPLICABLE] and expressly declare that they are neither employees or interns of Fundación MAPFRE or of entities belonging to MAPFRE, nor do they undertake any kind of activity on their behalf and/or in their offices.

Madrid on \_\_\_\_ of \_\_\_\_\_ of \_\_\_\_\_.

**Mr/Ms** \_\_\_\_\_  
Tax ID Number (NIF)

**Mr/Ms** \_\_\_\_\_  
Tax ID Number (NIF)