

**2019 IGNACIO HERNANDO DE LARRAMENDI RESEARCH GRANTS**

**ACTION PROTOCOL**

As party of the first part Mr./Ms. \_\_\_\_\_, on behalf of Fundación MAPFRE, in the capacity of \_\_\_\_\_, with address at Paseo de Recoletos 23, 28004 Madrid and tax payer number G-28520443, as duly authorized agent in accordance with the record dated July 12, 2012, in the presence of Notary José María Suárez Sánchez-Ventura, under 2,230 of his records.

As party of the second part, Mr./Ms. \_\_\_\_\_ in the capacity of Beneficiary and Project Principal Investigator of the project “\_\_\_\_\_”, resident at \_\_\_\_\_, tax payer number, affiliated with \_\_\_\_\_, with social security number \_\_\_\_\_.

And as party of the third part, Mr./Ms. \_\_\_\_\_, in the capacity of \_\_\_\_\_ of the \_\_\_\_\_ with residence at \_\_\_\_\_ and tax payer number \_\_\_\_\_ in accordance with the power of attorney \_\_\_\_\_. **[IF APPLICABLE]**

All of the parties act in accordance with the duties assigned to them and mutually acknowledge full capacity for the purpose of this document. Furthermore, they mutually agree to declare the following

**BACKGROUND**

ONE. Fundación MAPFRE, according to the decision announced on \_\_\_\_\_, 2019, has awarded a grant for a gross amount of \_\_\_\_\_ euros (€\_\_\_\_\_) to Mr./Ms. \_\_\_\_\_. The aim of this grant is to conduct the research project “\_\_\_\_\_” with \_\_\_\_\_ as the managing institution **[IF APPLICABLE]** and \_\_\_\_\_ as the project director. The latter shall be the only beneficiary of Fundación MAPFRE for the purpose stated in this document, regardless of any potential team members whose rights and obligations shall be the sole responsibility of the project director with regard to Fundación MAPFRE.

TWO. Accepting this grant is tantamount to complete and full acceptance of the conditions set forth by Fundación MAPFRE in the rules of the 2019 Call for Ignacio Hernando de Larramendi Research Grants which governed the awarding of the grant, as well as the rules in this protocol.

Consequently, accepting this grant also means agreeing with the following conditions set by Fundación MAPFRE and indicated below:

### CLAUSES

1. The grant's beneficiary declares that they have the means necessary for conducting the research at \_\_\_\_\_. As a consequence, under no circumstances may either Fundación MAPFRE or any of the MAPFRE entities be regarded as the beneficiary's employer or as the beneficiary's affiliation center in accordance with the law on research staff currently in force. The beneficiary, \_\_\_\_\_, certifies this on this occasion. The beneficiary also declares that they conduct no work for Fundación MAPFRE or MAPFRE entities or in any of their offices. As a consequence, neither Fundación MAPFRE nor any of the MAPFRE entities assume employment or Social Security responsibilities which may fall on the beneficiary's affiliation center (if it exists) or the affiliation center of any potential team member. Both the beneficiary and the center **[IF APPLICABLE]** undertake to comply with the regulations in force and hold Fundación MAPFRE harmless from any complaint/claim which may derive therefrom.
2. This grant is awarded independently of any official degree which the beneficiary or any possible team member may be completing at the affiliation center, including a doctoral thesis. The degree shall be carried out and executed, when appropriate, separately from the terms and conditions herein. Nevertheless, if the project is intended for a doctoral thesis, Fundación MAPFRE shall comply with the thesis presentation and defense schedule before it publishes the work. However, Fundación MAPFRE's freedom to publish the work –or not– shall not be compromised; and Fundación MAPFRE makes no commitment in connection with this, as per clause 6.
3. Provided that the beneficiary fulfills all applicable conditions, the grant's amount shall be distributed as follows during the research:
  - 20 percent once this grant acceptance protocol is signed.
  - 60 percent divided into two installments in the fourth and eighth months after the acceptance date, provided that the assessment by the research work supervisor has been positive.
  - The remaining 20 percent when the final report and results paper are sent. Additionally, a work summary in English of two to four pages must be sent.

#### *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 explicit request of the beneficiary, the grant will be paid into checking account number \_\_\_\_\_, SWIFT / BIC Code \_\_\_\_\_ held by \_\_\_\_\_, after the corresponding bill or debit document is issued. Bills must be sent to Fundación MAPFRE electronically. \_\_\_\_\_ explicitly undertakes to use the grant exclusively for the research projected indicated in the background 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%).

4. The duration of the grant will be one calendar year from the date on which this protocol is signed. If there is substantiated reason therefor, extensions may be allowed for the submission of the final report, periodic reports or papers without any additional financial compensation.
5. The Beneficiary shall be aided by Mr./Ms. \_\_\_\_\_ with phone number \_\_\_\_\_ and email address \_\_\_\_\_, who will be the tutor or supervisor of the work (the Tutor).

Additionally, Mr./Mrs. \_\_\_\_\_ with phone number \_\_\_\_\_ and email \_\_\_\_\_@fundacionmapfre.org will act as coordinator for Fundación MAPFRE, and \_\_\_\_\_ with phone number \_\_\_\_\_ and email \_\_\_\_\_@fundacionmapfre.org will act as administrative coordinator for Fundación MAPFRE.

The beneficiary undertakes to:

- Send without fail the reports on the research's progress before the scheduled payments are made (except for the first one) to the Tutor and Coordinator, as detailed in point 3 of this protocol, to the following email address: \_\_\_\_\_
- The debit document or bill must be sent to:

Attn: \_\_\_\_\_  
Fundación MAPFRE  
\_\_\_\_\_ Area  
Paseo de Recoletos, 23  
28004 Madrid

- Maintain periodic contact with the Tutor.

All payments, except for the first, shall be made following a positive response by the Tutor on the progress of the work. If the preliminary reports are not sent to the Tutor and the Coordinator or there is a delay of more than three months for which the beneficiary is responsible, the grant shall be automatically terminated without fulfilling any pending payments and without any further notification by Fundación MAPFRE.

Within one calendar year of signing this document, the beneficiary shall also send to the Tutor and the Coordinator a report with the full research work and completed activities. Additionally, a work summary in English of two to four pages must be sent.

If this documentation is not sent or there is a delay of more than three months, the grant shall be revoked without fulfilling any pending payments.

Furthermore, if the first preliminary report is not sent and the beneficiary is responsible for this situation, Fundación MAPFRE may request that the first payment be returned in full. If the final report and work summary in English are not sent or there is a delay of more than three months, Fundación MAPFRE may request that the beneficiary return 50 percent of the amount already paid. All of the above shall be in compensation for losses suffered by the Fundación due to non-fulfillment of freely undertaken obligations by the beneficiary.

6. Fundación MAPFRE reserves the right to edit, publish and disseminate the works across the world for an indefinite period of time. The works may be published in trade magazines published by Fundación MAPFRE, as a book or in electronic format on the Fundación's website. In any case, the beneficiary and other researchers that belong to the team may not make any publications without prior written consent from the Fundación. Should Fundación MAPFRE opt to not publish the work, the grant recipient and other researchers may publish the same on their own account and at their own expense.

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 works is the subject of a doctoral thesis, Fundación MAPFRE will observe the deadlines established for the presentation and defense of the thesis prior to its publication. In these cases, the beneficiary must send the schedule information to Fundación MAPFRE.

Fundación MAPFRE and the abovementioned researchers agree to mutually authorize each other to economically exploit any results that may be derived from the original perspective provided by the project after this has been published, and agree to notify the other party with the details prior to said exploitation. Both parties shall equally benefit from any profit obtained from the works after reimbursing any monetary contributions that either of the parties may have provided up front.

7. After the research has started, the following shall be reason for canceling the grant without fulfilling any pending payments:

- Non-fulfillment of any of the conditions herein.
- Suspension of contact with the Tutor and/or delayed submission of work after a period of more than three months.
- At the Tutor's suggestion because they believe that the work cannot be completed satisfactorily for objective reasons; the beneficiary shall always be notified of this situation.
- The beneficiary does not fulfill their duty to report the progress of the research; or to send the final report, and work summary in English [within the deadline, unless Fundación MAPFRE considers that there are substantiated reasons for granting a suspension or extension.
- Falsification of data or documents, or data or documents which are not original.
- Submission of a project conducted before the grant was awarded.
- The work conducted by a third party not part of the beneficiary's research team and under the beneficiary's responsibility.
- The beneficiary has a work relationship with any of the MAPFRE entities.

8. The beneficiary of the grant \_\_\_\_\_, and, **[IF APPLICABLE]** the legal representative of \_\_\_\_\_ (hereinafter the "users") are hereby informed and specifically agree by signing at the current document, the processing of any data voluntarily provided for its management, and any data that could be supplied to Fundación MAPFRE and those obtained when recording images, telephone conversations or as a result of browsing the Internet website or other media, with the purpose of processing the application and participation in any project (hereinafter, the Activity), even after relations have ended, including any communication or international transfers of the data that may be carried out, all for the purposes detailed in the Additional Information.

If the data provided refers to third parties and individuals other than the users, the latter guarantees to have obtained and to have the prior consent of the aforementioned third parties for the communication of their data and to have informed them, prior to their inclusion in this document, of the purposes of the processing, communication and other terms provided for in the document and in the Additional Information on Data Protection.

The users declare that they are over eighteen years old.

The users guarantee that the personal data supplied is accurate and truthful, and undertakes to maintain them up-to-date and to inform Fundación MAPFRE of any changes to them.

**Basic information about data protection**

<b>Supervisor</b>	Fundación MAPFRE
<b>Purposes</b>	Management of the Activity and sending information about Fundación MAPFRE Activities.
<b>Legitimization</b>	Implementing the Activity
<b>Recipients</b>	Data may be communicated to third parties and or data transfers may be made to third countries under the terms indicated in the Additional Information.
<b>Rights</b>	Users can exercise their rights of access, rectification, removal, limitation, opposition and portability, detailed in Additional Information on Data Protection.
<b>Additional Information</b>	You can consult Additional Information on Data Protection at <a href="https://www.fundacionmapfre.org/fundacion/en/privacy-security/">https://www.fundacionmapfre.org/fundacion/en/privacy-security/</a>

Any registered user may exercise, with respect to the data given, the rights of access, rectification, cancellation, limitation, objection and portability through the email [privacidadyprotecciondatos@fundacionmapfre.org](mailto:privacidadyprotecciondatos@fundacionmapfre.org), or at the following address: Fundación MAPFRE, Área de Privacidad y Protección de Datos, Paseo de Recoletos, 23, 28004 Madrid.

9. This protocol is private and governed by Spanish common law. The parties commit to resolve any differences amicably.

The parties agree that the final resolution of any litigation, discrepancy, question or complaint which results from executing or interpreting this protocol or which is directly or indirectly related to this protocol shall derive from a decision by the Courts of Madrid (capital city).

In witness of agreement with all clauses herein, this protocol is signed in Madrid on \_\_\_\_\_, 2019.

**Mrs. Mercedes Sanz Septién**  
Manager of the Insurance and Social Protection  
Area  
Fundación MAPFRE

Mr./MS. Representative of managing entity  
Position  
Company  
**[IF APPLICABLE]**

\_\_\_\_\_  
Beneficiary  
(Project Principal Investigator)

The members of the research team \_\_\_\_\_ and \_\_\_\_\_, who presented the project “\_\_\_\_\_” together, hereby authorize \_\_\_\_\_ as Principal Investigator to handle, as the sole beneficiary, any requirement and document in connection with the awarding of the grant by Fundación MAPFRE through \_\_\_\_\_.**[IF APPLICABLE]**

Additionally, they expressly declare that they are not employees or interns of Fundación MAPFRE or MAPFRE entities and do no work for the Fundación and/or in its offices.

Madrid, on \_\_\_\_\_, 2018.

\_\_\_\_\_  
Tax payer number

\_\_\_\_\_  
Tax payer number