

MODEL FOR CENTER

IGNACIO HERNANDO DE LARRAMENDI RESEARCH GRANTS 2024

ACTION PROTOCOL

On the one hand, Mr./Ms. _____, on behalf of Fundación MAPFRE, in the capacity of _____, with registered address at Paseo de Recoletos, 23, Madrid (Spain) and tax ID no. G28520443, as proxy according to the deed dated __ of _____, __, before the Notary Public Mr./Ms. _____, registered under no. _____ of their records.

And on behalf of the second party, Mr./Ms. _____, as Principal Investigator of the Project _____, with registered address at _____ and with tax ID no. (NIF) _____, registered at _____, and holder of Social Security affiliation number _____.

And of the other party, Mr./Ms. _____, on behalf of _____ of _____, as Beneficiary of the grant, with registered address at _____ and tax ID no. _____ by virtue of the power of attorney _____.

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 issued on __ of _____, 20__, has awarded a grant in the gross amount of _____ euros (_____ €) for the execution of the research project " _____ " under the direction of Mr./Ms. _____ as sole Principal Investigator of the project, and whose sole beneficiary as recipient of the funds granted by Fundación MAPFRE, by decision of the interested parties for the purposes set forth herein, shall be _____ **[THE CENTER]**, regardless of the persons who may eventually form part of the research team, whose possible rights and obligations fall under the exclusive responsibility of Mr/Ms [] **[THE RESEARCHER]** and/or [] **[THE CENTER]** vis-à-vis Fundación MAPFRE.

SECOND. - Acceptance of this grant implies full and complete acceptance by all the undersigned of the conditions established by Fundación MAPFRE in the terms and conditions of the 20__ Call for Ignacio Hernando de Larramendi Research Grants, as well as of the present protocol.

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

CLAUSES

1. The Principal Investigator and _____
[THE CENTER] declare that they have the means to carry out the research at _____
[LOCATION OF THE CENTER]. Neither Fundación MAPFRE, nor any of the entities belonging to MAPFRE, under any circumstances, can be considered as an employer of the Principal Investigator, nor as a secondment center for the purposes of the legislation on research personnel in force, which both, Principal Investigator and Center, ratify in this act. Likewise, the Principal Investigator declares that they 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 center to which the Principal Investigator or any other collaborator who might possibly form part of their team are assigned, both of them committing (Principal Investigator 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 Principal Investigator might be carrying out in the center to which they are affiliated or of any other person that might form part of their 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 -a matter that the Principal Investigator must communicate to Fundación MAPFRE as soon as possible- 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 and/or the Principal Investigator, as applicable, also complies with the other conditions attached to its receipt:

- 20% upon signing this grant acceptance protocol.
- 60% distributed in two payments to be made in the fourth and eighth months from the date on which this acceptance protocol is signed, subject to a favorable report from the supervisor/mentor on the progress of the research.
- The remaining 20% is due on delivery of the final report covering all the work and activities carried out, the summary of the work (two to four pages in length) and the financial report with a breakdown of the costs incurred.

At the express request of the Principal Investigator applying for the grant, the payment of the grant will be made by bank transfer to current account no. _____ held by the Beneficiary of the grant _____ **[THE CENTER]**, after issuance of the corresponding invoice or charge document. If this is an invoice it should be submitted to Fundación MAPFRE in an electronic format. The Beneficiary of the grant expressly commits to apply the grant exclusively to the research project indicated in the background documentation of this protocol.

OPTION A) RESIDENT (LEGAL ENTITY IN SPAIN)

Fundación MAPFRE will make the corresponding withholdings in accordance with current tax legislation. For these purposes, the beneficiary of the grant undertakes to submit to Fundación MAPFRE, within one month from the date indicated at the top of this protocol, the legally required documentation so that Fundación MAPFRE may be aware of any circumstances that may influence the withholding rate to be applied.

OPTION B) NON-RESIDENT (LEGAL ENTITY OUTSIDE SPAIN)

Fundación MAPFRE will make the corresponding withholdings in accordance with current Spanish tax legislation. If the beneficiary of the grant is a tax resident of a country with which Spain has an agreement in force to avoid double taxation, they may request that Fundación MAPFRE apply the Convention to the payments. To this end they must 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 shall be one calendar year from the signature of this protocol. If there is a justifiable reason, extensions can be granted in respect of presenting the periodic reports or summaries without this implying additional financial compensation.
5. The Principal Investigator and the beneficiary of the grant will be supported by Mr./Ms. _____, telephone number _____, email _____

address _____, who will fulfill the functions of mentor or supervisor of the work (the Mentor).

Similarly, the Principal Investigator and the beneficiary of the grant will be supported by Mr./Ms. _____ whose contact telephone number is _____ and email address is _____ who will act as administrative coordinator on behalf of Fundación MAPFRE.

The Principal Investigator undertakes to:

- **Send, without fail, to the Mentor and Coordinator**, the progress reports prior to the scheduled payments (with the exception of the first one), as detailed in point 3 of this protocol, in which the progress of the research is recorded, to the following email address: _____@_____.com with a copy to _____@fundacionmapfre.org.
- Keep in regular contact with the Mentor.

The **beneficiary receiving** the grant undertakes to:

- Send the billing document or invoice to the following address:
FAO: _____
Fundación MAPFRE
Paseo de Recoletos, 23
28004 Madrid
- Use the grant received exclusively for the research project _____ **[COMPLETE]**.

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

The Principal Investigator must also submit to the Mentor and the Supervisor, within one calendar year after the signature of this document, a report including all the work and activities carried out and a financial report of the project, with a breakdown of the project costs. In addition, a two to four page summary of the work must be submitted.

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

Failure to deliver the first progress report, for reasons attributable to the Principal Investigator, will also give Fundación MAPFRE the right to claim the full amount paid on account in the first payment. Failure to deliver the final report, the summary of the work and the financial report of the project or its delay of more than three months will entitle Fundación MAPFRE to claim from the beneficiary of the grant 50% of the amount of the grant already received. All this is to compensate Fundación MAPFRE for any damages caused by non-compliance with the commitments entered into freely by the Principal Investigator.

The Beneficiary of the grant is aware of and expressly consents to the conditions established in the preceding paragraphs regarding the Principal Investigator, and both are jointly and severally liable to Fundación MAPFRE for the obligations assumed herein by either of them.

6. Fundación MAPFRE reserves the rights to edit, publish and disseminate worldwide, for the maximum time of copyright protection, the works that may be published in book format or in electronic format on the Foundation's website and in any language, with the aim of disseminating the result of the research to the general public as part of its foundational purposes. In any case, the Beneficiary of the grant, the Principal Investigator and the other researchers that make up the team may not issue prior publications without the written permission of Fundación MAPFRE. Should Fundación MAPFRE not consider it opportune to publish the work, the Beneficiary of the grant, the Principal Investigator, 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 highlight that they are the result of "**Research financed by Fundación MAPFRE**".

If any of the work is the subject of a doctoral thesis, Fundación MAPFRE will respect the deadlines established for the presentation and defense of the thesis, before proceeding to publication, which, in such case, must always be communicated to the Foundation by the Principal Investigator or the Beneficiary of the grant, as appropriate, as far in advance as possible.

Fundación MAPFRE, the Beneficiary of the grant, the Principal Investigator and the other researchers mutually authorize one another to economically exploit the findings that may derive from the original results provided by the project once published, undertaking to inform the other party, prior to such exploitation, and to communicate the conditions thereof. In such case, the parties shall participate in proportion to the economic input provided by each one in the achievement of such results. In this case, any economic result derived from the exploitation of the project obtained by Fundación MAPFRE will be destined to support its foundational purposes.

7. Once the research has started, the following will constitute reasons for the cancellation of the grant and the rescission of any pending payments to the Beneficiary of the grant:

- Failure to comply with any of the conditions detailed in this protocol.
- The suspension of contact with the Mentor and/or delays in the delivery of work due for a period of more than **three months**.
- The proposal of the Mentor, 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 of the grant.
- The failure of the principal investigator to report on the progress of the research project; or to deliver the final report, the summary of the work and the financial report of the project within the established deadlines, unless the Foundation considers that there are justified reasons to grant a suspension or postponement.
- The falsification of any of the data or documents provided or their 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 Principal Investigator's research team and not under their control.
- The existence of an employment relationship, on the part of the Principal Investigator, with any MAPFRE-related entity.
- The fact that the Principal Investigator ceases to be assigned to the institution where the research is being carried out, as well as the replacement of the Principal Investigator in charge of the research, even if the Principal Investigator withdraws.

8. Privacy and Data Protection

This clause regulates compliance with the security and data protection obligations of the collaboration with The Principal Investigator, _____ and the legal representative of _____ **[THE CENTRE]** hereinafter THE ENTITY.

This collaboration does not entail the processing of personal data, and should this not be the case, the parties agree to formalize such a data processing agreement.

All the information (Information is understood to be any set of data) provided to THE ENTITY, as well as that which is known to it or to which it has access as a result of this Agreement, is the property of Fundación MAPFRE.

THE ENTITY may not use the Information for purposes other than those that constitute the object of this Agreement and acknowledges the duty of confidentiality of the Information, as well as the other obligations assumed, being liable for any damages caused to Fundación MAPFRE due to a breach of the provisions of this clause, including the amount of any penalties imposed on Fundación MAPFRE for such circumstance, all without prejudice to the consequences agreed in this contract for the event of contractual breach.

THE ENTITY will provide Fundación MAPFRE with any personal data that the latter may require for the provision of the collaboration, guaranteeing its accuracy and truthfulness, having gathered the minimum personal data necessary. In addition, it will ensure that the data has been obtained in a legitimate manner and in accordance with applicable data protection legislation.

Similarly, it will immediately notify Fundación MAPFRE of any incidents that affect security relating to Fundación MAPFRE via the email addresses disma.ccg-cert@mapfre.com and DPO@fundacionmapfre.org, together with all relevant documentation and information relating to the incident.

The legal representative and/or the contact persons reflected in the Agreement, (hereinafter “interested party”), is informed of the processing of the data provided in this document, as well as all data that may be provided to Fundación MAPFRE, for the purpose of managing, developing and fulfilling the Agreement signed as legal representative/proxy, even once the relationship with Fundación MAPFRE is terminated, basing such data processing on the performance of the Agreement.

I agree to the sending of information, including by electronic means, about activities, projects, events and/or courses organized by Fundación MAPFRE.

In any case, consent for the processing of your data for this purpose may be retracted at any time or you may exercise any of the rights mentioned in the manner indicated in the additional information on data protection.

The interested party guarantees the accuracy and veracity of the data provided, agreeing to keep it duly updated. The personal data provided will be kept for the period of time determined on the basis of the legal obligations of conservation, duration of the contractual relationship, attention to any responsibilities arising from such relationship, and the request for deletion by the interested party.

Fundación MAPFRE will not communicate the data except to Public Bodies, Judges and Courts and, in general, competent authorities, and only when this is strictly necessary for the performance of the Agreement or in compliance with legal obligations. Within the framework of the communications indicated in the previous paragraph, international data transfers to third countries may be carried out, provided that these are essential for the proper development of the contractual relationship.

The interested party may exercise their rights of access, rectification, deletion, limitation of processing, opposition, and portability by contacting the Corporate Privacy and Data Protection Office at Carretera de Pozuelo, 52, 28222 Majadahonda, Madrid or by writing to OCCPD@mapfre.com.

Additionally, we inform you that you may file a complaint with the Spanish Data Protection Agency, should you consider that we have not treated your data in accordance with the regulations, through the website provided for this purpose.

You can consult the Additional Information on Data Protection at <https://www.fundacionmapfre.org/politica-privacidad/colaboradores/>

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 _____, _____.

Mr./Ms. _____
Position
Fundación MAPFRE

Mr./Ms. _____
Representative of the entity
benefiting from the grant

Mr./Ms.

Principal Investigator of the Project

By means of this document the members of the research team Mr./Ms. _____ and Mr./Ms. _____, who have jointly presented the project " _____ ", authorize Mr./Ms. _____ as Principal Investigator to manage any formalities and documents required by Fundación MAPFRE, through _____ **[THE CENTER]**, the entity benefiting from the grant, and expressly declare that they are neither employees nor grant holders of Fundación MAPFRE or MAPFRE entities, nor do they perform any kind of activity for Fundación MAPFRE and/or in its offices.

Madrid, ____ of _____, _____.

Mr./Ms. _____
Tax ID/Passport no.

Mr./Ms. _____
Tax ID/Passport no.