

**RESEARCHER TEMPLATE**

**IGNACIO HERNANDO DE LARRAMENDI 2021 RESEARCH GRANTS**

**ACTION PROTOCOL**

Mr/Ms \_\_\_\_\_, on behalf of Fundación MAPFRE, in his/her capacity as \_\_\_\_\_, with registered office at Paseo de Recoletos 23, 28004 Madrid and tax ID number G-28520443, as legal representative according to a public deed dated 12 July 2012, in the presence of notary public José María Suárez Sánchez- Ventura, under number 2,230 of his notarial record;

Mr/Ms \_\_\_\_\_, in his/her capacity as Beneficiary, as Principal Investigator of the Project \_\_\_\_\_, with registered office at Calle \_\_\_\_\_ and tax ID number \_\_\_\_\_, attached to the \_\_\_\_\_, and with social security number \_\_\_\_\_.

And Mr/Ms \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of the \_\_\_\_\_, with registered office at \_\_\_\_\_ and tax ID number \_\_\_\_\_, by virtue of the power of attorney \_\_\_\_\_ **[IF APPLICABLE]**

All making use of the powers granted to them, mutually recognizing their full legal capacity for the purposes of this document and by mutual agreement, declare the following:

**BACKGROUND**

ONE.- Fundación MAPFRE, according to the decision made on the \_\_\_th day of \_\_\_\_\_ of 2021 has awarded a grant for an amount of \_\_\_\_\_ euros ( \_\_\_\_\_ €) to \_\_\_\_\_. The purpose of the grant is the conduct of the research project “\_\_\_\_\_” in \_\_\_\_\_ **[IF APPLICABLE]** under the supervision of Mr/Ms \_\_\_\_\_, who will be the sole beneficiary of Fundación MAPFRE for the purpose provided herein, regardless of the people who make up the research team, whose possible rights and obligations are his/her exclusive responsibility vis à vis Fundación MAPFRE.

TWO.- The acceptance of this grant implies the total and full acceptance of the conditions established by Fundación MAPFRE in the rules of the call of the Ignacio Hernando de Larramendi 2021 Research Grants for the awarding of these grants, as well as this protocol.

Therefore, the acceptance of this grant also implies compliance with the conditions established by Fundación MAPFRE, which are indicated below:

## PROVISIONS

1. The beneficiary of the grant hereby declares he/she has his/her own resources to conduct the research in the \_\_\_\_\_ **[IF APPLICABLE]**. Consequently, neither Fundación MAPFRE nor any of the entities that belong to MAPFRE, under no circumstances, may be considered the employer of the beneficiary of the grant, nor the placement center for the purpose of current legislation on research staff, \_\_\_\_\_ which the \_\_\_\_\_ affirms herein **[IF APPLICABLE]**. Similarly, the beneficiary hereby declares that he/she does not perform any activity for Fundación MAPFRE or MAPFRE entities or does not do so in any of its offices. Consequently, neither Fundación MAPFRE nor any MAPFRE entity assumes any employment or social security responsibility. In case of its possible existence in the future, this responsibility will correspond to the placement center of the beneficiary or any other participant that forms part of his/her team at a later date. Moreover, both parties (beneficiary and center) hereby undertake to hold Fundación MAPFRE harmless against any claim it might receive for this reason.
2. This grant is awarded regardless of any official study that the beneficiary might conduct in the future at the center to which he/she is attached or any person who might at some point form part of his/her team, including a possible doctoral thesis, the development and implementation of which is undertaken, where applicable, separately from the terms and conditions established herein. However, if the work is the subject matter of the doctoral thesis, Fundación MAPFRE will respect the deadlines set for its presentation and defense before publishing it. Under no circumstances will this situation limit the freedom of Fundación MAPFRE to publish or not publish this work. As such, Fundación MAPFRE does not acquire any commitment, in accordance with what is set forth in provision 6.
3. The amount of the grant will be distributed during the performance of the research in the following way provided the beneficiary also complies with the rest of the conditions he/she are obligated to meet for this:
  - 20% after the signing of the acceptance of the grant protocol.
  - 60% distributed in two payments that will be made on the fourth and eighth month from the acceptance date, with the favorable report of the supervisor of the work.
  - Remaining 20% upon submission of the final report, the economic report and the summary of the work with an extension of two to four pages.

The payment of the grant will be made via bank transfer to the current account c/c no. \_\_\_\_\_ the holder of which is the beneficiary, with the sending of the corresponding invoice or billing document. In case of an invoice, it should be sent to Fundación MAPFRE in electronic invoice format.

**OPTION A) RESIDENT (SPANISH LEGAL FRAMEWORK)**

Fundación MAPFRE will apply the corresponding withholdings in accordance with current tax legislation. For this purpose, the beneficiary hereby undertakes to submit to Fundación MAPFRE, within one month of the date at the top of this document, the legally required documents (currently form 145) so that Fundación MAPFRE will be able to know the personal and family circumstances that could influence the type of withholding to apply.

**OPTION B) NON-RESIDENT (NON- SPANISH LEGAL FRAMEWORK)**

Fundación MAPFRE will apply the corresponding withholdings in accordance with current Spanish tax law. If the beneficiary of the grant is a tax resident of a country with which Spain has a current agreement to avoid double taxation, the beneficiary can request that the Fundación apply the Agreement to the payments. For this, the Recipient will need to submit to Fundación MAPFRE, within one month of the date indicated at the top of this protocol, an original tax resident certificate for the purpose of applying the tax agreement with Spain.

However, if this certificate is not submitted, or until it is, the withholding resulting from the application (currently 24%) will apply.

4. The duration of the grant is one calendar year from the signing of this protocol. If there is a justified reason for it, extensions will be granted for the submission of the report, regular reports or articles, without any additional financial compensation.
5. The beneficiary will have the support of \_\_\_\_\_, telephone number \_\_\_\_\_, email address \_\_\_\_\_, who will serve as mentor or supervisor of the work (the Mentor).

The beneficiary of the grant can also count on the assistance of \_\_\_\_\_, whose contact telephone number is \_\_\_\_\_ and whose email address is \_\_\_\_\_, who will serve as administrative coordinator on behalf of Fundación MAPFRE.

The beneficiary hereby undertakes to:

- **Indispensably send the reports to the Mentor and Coordinator** prior to the anticipated payments (except for the first), as specified in point 3 of the protocol. The reports will indicate any progress made in the research and should be sent to the following email address: \_\_\_\_\_@fundacionmapfre.org with a copy to \_\_\_\_\_@fundacionmapfre.org.
- The billing document or invoice will be sent to the following address:

Att. \_\_\_\_\_  
Fundación MAPFRE

\_\_\_\_\_ Department  
Paseo de Recoletos,  
Madrid

- Maintain regular contacts with the Mentor.

All the payments except for the first one will be sent with the prior approval of the Mentor regarding the progress of the work. Failure to submit the reports beforehand to the Mentor and Coordinator, or a delay of more than three months in submitting them for reasons attributable to the beneficiary, will be grounds for automatic cancellation of the grant without receiving the outstanding amounts and without the need of sending any additional notification on the part of Fundación MAPFRE.

The beneficiary will also submit to the Mentor and Coordinator, within one calendar year of the signing of this document, a report reflecting all the work and activities performed. Additionally, the beneficiary must submit a summary of the work in English of two to four pages.

Failure to submit these documents or a delay in submitting them of more than three months will result in the cancellation of the grant, without the receiving of any outstanding amounts.

Failure to submit the first preliminary report, for reasons attributable to the beneficiary, will also give the Fundación the right to claim the full amount paid on account in the first payment. Failure to submit the final report and work summary in English, or a delay in doing so of more than three months, will give the Fundación the right to claim from the beneficiary 50% of the grant already received. All the above is in the form of redress to the Fundación for damaged suffered due to non-compliance with commitments freely assumed by the beneficiary.

6. Fundación MAPFRE reserves the production, publication and distribution rights throughout the world, for an indefinite time, of the work that could be published in book format or electronic format on the web page of the Fundación. In any case, the beneficiary and the other researchers on the team may not publish anything related to the work without the Fundación's written permission. If Fundación MAPFRE does not consider the publication of the work to be opportune, the beneficiary of the grant and the other researchers may publish the work on their own and at their own expense.

All publications of the work carried out within the framework of these research grants will indicate that they are the result of "research funded by Fundación MAPFRE".

If any of the work is the subject of a doctoral thesis, Fundación MAPFRE will respect the deadlines set for its presentation and defense prior to publication of the work. The beneficiary, in this case, must communicate this information to the Fundación.

Fundación MAPFRE and the beneficiary and the other researchers mutually authorize each other to make use economically of the results which could arise from the originality they contributed to the project once the work is published. Said parties hereby undertake

to notify the other party, prior to this use, and indicate its conditions, both parties benefiting in the same proportion from the economic results that, where applicable, arise from said use, after deducting what each party develops at its own expense.

7. Once the research is underway, the following will be grounds for termination of the grant with the cancellation of any outstanding amount to be received by the beneficiary:

- Non-compliance with any of the conditions that appear in this protocol.
- Cessation of contact with the Mentor and/or delay in the work for a period of more than three months.
- At the request of the Mentor, considering it impossible to complete the work satisfactorily for objective reasons, always with the beneficiary's knowledge.
- Non-compliance with the obligation to provide information about the progress of the research by the beneficiary, or failure to submit the final report or work summary in English within the established deadlines, unless the Fundación considers there is good cause to grant a suspension or postponement.
- Falsification of any data or documents provided or if they are not original.
- Submission of a project developed prior to the concession of the grant.
- Work performed by a third party that is not part of the research team of the beneficiary and under his/her supervision.
- The existence of an employment relationship, on the part of the beneficiary, with any MAPFRE entity.
- If the beneficiary ceases to be attached to the institution where the research is being conducted, or if the beneficiary is replaced as leader of the research team, even if he/she withdraws voluntarily.

8. Privacy and Data Protection

The beneficiary, \_\_\_\_\_, and the legal representative of \_\_\_\_\_ [hereinafter, Users], (hereinafter, Users), hereby declare and guarantee Fundación MAPFRE regarding the personal data they could communicate to Fundación MAPFRE, with a view to the purpose of this agreement:

- That they comply with the applicable data protection regulations, and in particular, where applicable, with Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the rules governing the transposition or implementation thereof, as well as with the implementation of the necessary technical and organizational measures and those

reinforced if data of special categories are communicated, in order to guarantee a level of security appropriate to the risk.

- In particular, that prior to providing the data to Fundación MAPFRE, they have fulfilled their duty to inform the interested parties about all the aspects established in the current regulations on the processing of their personal data.

The Users shall be liable for any damages caused to Fundación MAPFRE as a result of non-compliance with the provisions of this clause, including the amount of any penalties imposed on Fundación MAPFRE for such circumstances, without prejudice to the consequences agreed in this agreement in the event of a breach of contract.

The Users are hereby informed and expressly consent by signing this document, to the handling of their voluntarily provided data for their management, as well as the handling of all data that they may provide to Fundación MAPFRE and those which may be obtained through recorded images, telephone conversations or as a consequence of browsing Internet websites or other mediums, in order to develop the application or participation in any event (hereinafter, the Activity), even once the relationship has finalized and including, where applicable, any communication or international transfers of data that may be made, all of which are carried out for the purposes detailed in the Additional Information.

In the event that the data provided refers to individual third parties other than the Users, the latter guarantee that they have obtained the prior consent of said individual third parties for the communication of their data and have informed them, prior to their inclusion in this document, of the purpose of their handling, communications and other terms established herein and in the Additional Information on Data Protection.

The Users declare they are over eighteen years old.

The Users guarantee the accurateness and truthfulness of the personal data provided, undertaking to keep them duly updated and to notify Fundación MAPFRE of any change in this information.

## **BASIC INFORMATION ON DATA PROTECTION**

The handle that Fundación MAPFRE will carry out affects only the personal data included in this document or provided by the Users for the purposes detailed below:

**Responsible entity:** Fundación MAPFRE

**Purposes:** Managing the Activity

**Legitimacy:** Consent of the interested party.

**Recipients:** Data may be communicated to third parties by legal obligation and/or data transfers may be made to third party countries under the terms established in the Additional Information.

**Rights:** You may exercise your rights of access, amendment, erasure, limitation, opposition and portability, detailed in the Additional Data Protection Information.

**Additional Information:** You can consult the Additional Information on Data Protection at <https://www.fundacionmapfre.org/en/privacy-security/>

Any registered user may exercise their access, amendment, erasure, limitation, opposition and portability rights to the personal data they have provided by emailing [privacidadyprotecciondatos@fundacionmapfre.org](mailto:privacidadyprotecciondatos@fundacionmapfre.org), or by writing to Fundación MAPFRE, Área de Privacidad y Protección de Datos, Paseo de Recoletos 23, 28004 Madrid (Spain).

9. The protocol is private and is governed by the provisions of Spanish common law. The parties hereby undertake to seek an amicable settlement to any discrepancy that might arise regarding the protocol.

The parties hereby agree that any dispute, question or claim resulting from the implementation or interpretation of the protocol or related to it, directly or indirectly, will be settled definitively in the courts of Madrid (Capital), Spain.

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

**Mr/Ms** \_\_\_\_\_  
Job title:  
Fundación MAPFRE

**Mr/Ms. Management entity representative**  
Job title:  
Entity  
**[IF APPLICABLE]**

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

The members of the research team Mr/Ms. \_\_\_\_\_ and Mr/Ms. \_\_\_\_\_, who have jointly submitted the project “ \_\_\_\_\_”, hereby authorize Mr/Ms \_\_\_\_\_ as Principal Investigator, as sole beneficiary, to manage any process or document required for the awarding of the grant by Fundación MAPFRE, through the \_\_\_\_\_ [AS APPLICABLE], and hereby expressly declare they are neither employees nor interns of Fundación MAPFRE or MAPFRE entities, nor carry out any activity for them and/or in their offices.

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

Mr/Ms. \_\_\_\_\_  
Tax ID/Passport

Mr/Ms. \_\_\_\_\_  
Tax ID/Passport

TEMPLE