

**RESEARCHER MODEL**

**IGNACIO HERNANDO DE LARRAMENDI RESEARCH GRANTS 2023**

**ACCEPTANCE PROTOCOL**

On the one hand, Mr./Ms. \_\_\_\_\_, on behalf of Fundación MAPFRE, in the capacity of \_\_\_\_\_, with registered address at \_\_\_\_\_, 28004 Madrid and tax ID no. \_\_\_\_\_, as proxy according to the deed dated \_\_ of \_\_\_\_\_, \_\_, before the Notary Public Mr./Ms. \_\_\_\_\_, registered under no. \_\_\_\_\_ of their records.

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 \_\_\_\_\_ 2023, has awarded a grant for the gross amount of \_\_\_\_\_ euros (€ \_\_\_\_\_) to Mr/Ms \_\_\_\_\_. Its purpose is to carry out the research project “\_\_\_\_\_” in \_\_\_\_\_ [IF APPLICABLE] under the direction of Mr/Ms \_\_\_\_\_, the sole Principal Investigator of the project 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. - 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 2023 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. 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 to be the employer of the researcher who is 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 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 affiliation center of the researcher who is the grant beneficiary or of any other collaborator who might possibly form part of their team, both of them committing (beneficiary and center) **[IF APPLICABLE]** to comply with the 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 researcher who is the beneficiary of the grant 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 researcher who is the beneficiary of the grant 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 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.
- the remaining 20% upon delivery of the final report, a two to four page summary of the work, and the project's financial report.

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 this is an invoice it should be submitted to Fundación MAPFRE in an electronic format.

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

Fundación MAPFRE will make the corresponding withholdings in accordance with current tax legislation. 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 (LEGAL ENTITY OUTSIDE SPAIN)**

Fundación MAPFRE will make the corresponding withholdings in accordance with current Spanish tax legislation. If the beneficiary is a tax resident of a country with which Spain has an existing agreement in place to avoid double taxation, they can request that Fundación MAPFRE applies the agreement 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 summary, periodic reports or articles without this implying additional financial compensation.
5. The beneficiary 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 beneficiary will have Mr./Ms. \_\_\_\_\_ 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:

- **Send, without fail, to the Mentor and Coordinator**, the 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: \_\_\_\_\_@fundacionmapfre.org and copied to \_\_\_\_\_@fundacionmapfre.org.

- Send the billing document or invoice to the following address:

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

- Keep in regular contact with the Mentor.

All payments, except for the first, shall be made following the Mentor's approval of the progress of the research. Failure to submit the prior reports to the Mentor or Supervisor, 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 accrual of any of the amounts pending payment and with no need for any further notification from Fundación MAPFRE.

The beneficiary 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.

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, the summary of the work and the financial report 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 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. Under no circumstances may the beneficiary of the grant 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 highlight 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 as soon as possible.

Fundación MAPFRE, the beneficiary of the grant, 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 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 Mentor and/or delays in the delivery of work due for a period of more 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 the full knowledge of the beneficiary.
- Non-compliance with the duty of information regarding the progress of the research by the beneficiary, or the delivery of the final report, the summary of the work and the financial report 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 beneficiary's research team and not under his or her control.
- The existence of a working relationship 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

The beneficiary \_\_\_\_\_ and, if applicable, the legal representative of \_\_\_\_\_ (hereinafter Users), declare and guarantee to Fundación MAPFRE with respect to the personal data contained in this document and that which they may communicate to Fundación MAPFRE as provided for in the object of this acceptance protocol:

- 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 natural persons with regard to the processing of personal data and on the free movement of such data and regulations transposing or implementing the same, as well as with the implementation of the necessary technical and organizational measures and those reinforced if data of special categories are communicated, to ensure a level of security appropriate to the risk.
- In particular, that prior to providing the data to Fundación MAPFRE, they have complied with their duty to inform the interested parties of all the aspects established in the current regulations on the processing of their personal data.

The Users will be liable for any damages sustained by Fundación MAPFRE due to non-compliance with the stipulations established in this clause, including the cost of any sanctions imposed on Fundación MAPFRE as a result of such a circumstance, all without prejudice to the consequences agreed upon in this agreement to cover the event of a breach of contract.

The Users are hereby informed and expressly consent, by signing this document, to the processing of the data provided voluntarily for the management of the same, as well as all data that may be provided to Fundación MAPFRE and that obtained through the recording of images, telephone conversations or as a result of browsing the Internet web pages or any other means, for the purposes of developing the application or participation in any Project (hereinafter, Activity), even once the relationship has ended, including, if applicable, any communications or international transfers of the data that may be made, all for the purposes detailed in the Additional Information.

If the data provided refers to third parties and individuals other than the Users, these latter guarantee 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 of age.

The Users guarantee that the personal data supplied is accurate and truthful, and undertake to keep this information up-to-date and to inform Fundación MAPFRE of any changes to it.

### **BASIC INFORMATION ON DATA PROTECTION**

Fundación MAPFRE will only process the personal data included in this document or provided by the interested party for the purposes detailed below:

**Data controller:** Fundación MAPFRE

**Purposes:** Management of the Activity.

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

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

**Rights:** You may exercise your rights of access, rectification, deletion, restriction, opposition and portability, as detailed in the Additional Information on Data Protection.

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

Any registered user may exercise their rights of access, rectification, deletion, limitation, opposition and portability of their personal data provided through the email address [privacidadyprotecciondatos@fundacionmapfre.org](mailto:privacidadyprotecciondatos@fundacionmapfre.org) or by written communication addressed to Fundación MAPFRE, Área de Privacidad y Protección de Datos, Paseo de Recoletos 23, 28004 Madrid, Spain.

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), Spain.

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 managing entity**  
Position  
Entity  
**[ONLY IF APPLICABLE]**

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

INFORMATIVE DOCUMENT - READ ONLY

By means of this document, the members of the research team Mr./Ms. \_\_\_\_\_ and Mr./Ms. \_\_\_\_\_, who have jointly submitted the project “\_\_\_\_\_” authorize Mr./Ms. \_\_\_\_\_ 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, \_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

Mr./Ms. \_\_\_\_\_  
Tax ID/Passport no. \_\_\_\_\_

Mr./Ms. \_\_\_\_\_  
Tax ID/Passport no. \_\_\_\_\_

INFORMATIVE DOCUMENT. READ ONLY