

MODEL FOR CENTER

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 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 _____
[SITE 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% 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.

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 CENTER]** as the beneficiary of the grant, 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 summary, periodic reports or articles 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 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.
- Keep in regular contact with the Mentor.

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

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

Attn. _____
Fundación MAPFRE
_____ Area
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 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 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 preliminary 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 by the Principal Investigator or the Beneficiary of the grant, as appropriate, to Fundación MAPFRE 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 recision of any pending payments to the beneficiary of the grant:

- 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 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

The Principal Investigator, _____ and the legal representative of _____ **[THE CENTER]**, (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.

Legal bases: 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 the 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, 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 entity
benefiting from the grant
Position
Entity

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. _____

INFORMATIVE DOCUMENT. READ ONLY