

COLLABORATION AGREEMENT BETWEEN THE UNIVERSITY OF LLEIDA AND THE AGROTECNIO CERCA CENTER

Lleida, April 5th, 2016

PREFACE

The Agrotecnio Center (hereinafter, AT) has as trustees the UdL and the IRTA and was created with the vocation, on the one hand, to bring together the research groups of excellence of the ETSEA Campus and, on the other hand, to attract researchers with recognized quality in the field of agri-food beyond our Campus, whether other researchers from the UdL or from beyond the University, such as the IRTA or the CSIC itself. From the initial promotion of the 11 research groups which in 2011 began the AT activity based on the good results achieved in the Severo Ochoa call, to the present moment in which AT is ready to pass the Scientific evaluation by the CERCA centers of Catalonia in accordance with the founding agreements with the DGR, a solid path has been followed, although not without difficulties, that we have been able to overcome thanks to the firm will of the research groups and the support of the University of Lleida (hereinafter, UdL) and the Department of Agriculture, Livestock, Fisheries, Food and the Natural Environment.

The **University of Lleida** understands that AT is essential to carry out the research task of excellence in the field of agri-food, a strategically priority area as recognized by the Research Plan of the UdL. Thus, the UdL's research policy is committed to supporting competitive research that allows it to lead different initiatives in this field. In addition, the UdL promotes - in its Research Plan - the addition of researchers in research centers, allowing it to achieve its goals of becoming a benchmark in its strategic fields, increasing its visibility in the territory and in the overall Catalan and international research system, while optimizing the resources that can be devoted in a specific way to promoting its research centers.

In turn, **Agrotecnio** needs to consolidate itself and achieve the minimum infrastructure, both human and technical and as regards space, that allows it to organize itself and progress as a research center and in particular as a CERCA Center. Despite the good positioning achieved by AT in the three Severo Ochoa calls in which it has taken part, with a better assessment in each call that places it at the highest level among plant biology and agri-food centers, and in the analysis of its centers that the CERCA institution of Catalonia undertakes, AT needs to be structured, organized and to progress in a favorable environment in clear accordance with the principles and objectives of the UdL. Given that now, in its initial phase, AT is mainly composed of UdL staff, it is essential to regulate the relationships between the two institutions in order to guarantee the rights and duties of the UdL staff that can be assigned to AT in accordance with their corresponding status in the University and with the corresponding regulations that may be applicable. At the same time, this regulation also has aspects of interest for the staff of Agrotecnio who are not members of the UdL.

The relations between the UdL and AT must therefore be framed in the shared feeling and security that the achievements of AT will be considered as fully belonging to the UdL and that the promotion of UdL research will entail the empowerment of AT. Under no circumstance should there be competition between the two institutions for resources and for social visibility; on the contrary, we must pursue the promotion of all possible synergies to make the whole a reference for society and local, Catalan, Spanish and European and in general international companies.

To this end, the representations of the two institutions, on the one hand Dr. Roberto Fernández Díaz, as President of the Board of Trustees of Agrotecnio, which has its headquarters in Avda. Alcalde Rovira Roure 191, 25198 Lleida, Tax Identification Number G25628926 and, on behalf of this institution, constituted in Lleida through a public deed granted on September 26, 2006 before the Notary of the Professional Notarial Association of Catalonia, Mrs. Maria Carmen Porta Vicente, with number 2541 of her official record, and rectified later by public deed before the same notary on October 3, 2006 and number 2593 of her official record and, on the other hand, Dr. Albert Sorribas Tello, Vice Rector for Scientific and Technological Policy at the University of Lleida, representing the latter and in accordance with the delegation of powers made by resolution of May 29, 2012 (Official Gazette of the Generalitat of Catalonia No. 6151 of 18-6-2012), which has its headquarters in Víctor Siurana Square 1, E-25003 Lleida, Tax Identification Number Q7550001G, mutually recognizing the legal capacity to sign this collaboration agreement and considering that, in December 2012, the **UDL, IRTA and the UDL-IRTA Center Foundation** agreed to create the AGROTECNIO Foundation as a successor to the UdL-IRTA Foundation. The articles of association of the AGROTECNIO Foundation were ratified by the Governing Council of the UdL in January 2013 (Official University Gazette 146 agreement 10/2013) and its modifications were accepted by the UdL Governing Council in March / April 2014 (Official University Gazette 157 agreement 69/2014).

Article 17 of Law 14/2011 on Science, Technology and Innovation, dated June 1st, authorizes the assignment of university staff during the time necessary for the development of research projects. Article 34.1 of the aforementioned law empowers universities to sign collaboration agreements with research and technology institutions for the joint use of equipment and material resources to carry out scientific research, development and innovation. They agree that the University of Lleida and the Agrotecnio research center establish a specific collaboration agreement that will be subject to the approval of the UdL Governing Council, the Social Council and the Agrotecnio Board of Trustees. This agreement includes the following clauses:

CLAUSES

ONE. Purpose of the agreement

Define and agree upon the conditions of the assignment of the UdL staff to AT, the economic and technical management of the AT activity in relation to the UdL, the allocation and ownership of the results achieved by AT activity and the conditions of shared use of the equipment and facilities of the two institutions. The purpose of this agreement is also the mutual support of the UdL and Agrotecnio in all the actions that are necessary to achieve the research purposes of both institutions.

TWO. Assignment of UdL staff to AT

1. According to the Articles of Association of the Agrotecnio Foundation, the Agrotecnio Board of Trustees is responsible for the assignment of the researchers to this Center, at the proposal of the Director of Agrotecnio. This will be transferred to the competent governing bodies of the UdL when the group includes University staff. Once the assignment of this staff has been authorized by the UdL, in accordance with the procedures established, the AT Director will submit it for final approval by the Agrotecnio Board of Trustees.

2. The assignment will be effective after its approval by the Agrotecnio Board of Trustees.
3. The assignment of the UdL staff to Agrotecnio will cease at the request of the latter or by resolution of the University or the Board of Trustees on its own initiative or that of the Director of Agrotecnio.
4. The UdL staff assigned to Agrotecnio (hereinafter, the "Seconded Staff") will maintain the duties and rights of their official or labor relationship with the UdL, as well as the link with the structures of the University (departments and faculties or schools) and the obligations regulated by this agreement in addition to those of the UdL and Agrotecnio.
5. The assignment of a PDI from UdL to AT does not exempt them from their teaching duties with the UdL.
6. The assignment may be reviewed periodically taking into account the recommendations of the Scientific Advisory Board of Agrotecnio, the Director of Agrotecnio and the Agrotecnio Board of Trustees.
7. The assignment of individual UdL personnel will be considered in exceptional cases, always in accordance with the regulations and management procedures of AT and following the authorization procedures established by the UdL.
8. The UdL will facilitate access to the equipment and services of the UdL for the personnel contracted by Agrotecnio, or the personnel assigned to AT that is not a member of the UdL, in the same conditions as the own personnel of the UdL whenever that is possible in accordance with the organization of services or of contracts with third parties that may limit it.

THREE. Management of projects, contracts and agreements

1. In accordance with the Articles of Association, AT must have its own accounting system and documentation.
2. As a general rule, the projects, contracts or in general any agreement (hereinafter, PCC) when the PI is UdL Personnel seconded to AT will be presented and managed, in the first instance, by the AT itself, with the compensation amounts that are specified below in this clause.
3. Regardless of the previous general rule, the beneficiary entity of the PCC may be the UdL at the suggestion of the PI and with the approval of the AT management, always taking into account the terms of the call and especially in the cases in which this means a better use of resources.
4. In order to promote the center and its consolidation, and at the same time seek a financial balance, every year an assessment will be made of the PCC managed and received by each institution (provided that they have contributed indirect costs) where the PI is Personnel of the UdL seconded to AT with the following criteria:
 - 4.1 PCC managed by Agrotecnio as beneficiary, Agrotecnio will compensate the UdL according to the type of projects:

- 4.1.1. National Plan Projects (MINECO), the amount equivalent to 5.25% of the amount of direct costs.
- 4.1.2. H2020 projects or those generally financed by the EU, the amount equivalent to 6.25% of the amount of direct costs (without subcontracting).
- 4.1.3 Agreements and services with companies and institutions, the amount equivalent to 3% of direct costs (12% * 25%).
- 4.2 PCC managed by the UdL as beneficiary, UdL will compensate Agrotecnio according to the type of projects.
 - 4.2.1. National Plan Projects (MINECO), the amount equivalent to 10.5% of the amount of direct costs.
 - 4.2.2. H2020 projects or those generally financed by the EU, the amount equivalent to 12.5% of the amount of direct costs (without subcontracting).
 - 4.2.3 Agreements and services with companies and institutions, the amount equivalent to 6% of direct costs (12% * 50%).

The resulting amounts will be settled in the first quarter of the following year. It is recommended that, in the case of agreements with companies and whether the beneficiary is the UdL or the AT, the agreement is signed jointly by these two institutions or one mandates management by the other in order to facilitate the transfer of funds between institutions.

5. The UdL is exempt from any responsibility related to the justification of the PCCs in which assigned PDI participate and managed by AT.

6. In PCCs that go to total costs, AT and UdL will agree to compensate for expenses for the cost of the Seconded Staff participating in the project, irrespective of who manages it.

FOUR. Mutual support between UdL and Agrotecnio

The University of Lleida is interested in organizing and grouping its research in integrative research centers such as Agrotecnio. This facilitates the definition and application of the research policy of the University and makes the UdL more visible on a local, Catalan, Spanish and international scale. Integration, in addition, allows a smoother relationship and collaboration within the UdL and promotes synergistic actions inside and outside the University, including the target audience of both public and private research. In order to recognize and stimulate the supplementary activities that the research groups have to undertake to create a center of scientific excellence such as Agrotecnio, in a similar way to what other universities have done with associated research centers of this kind, UdL and Agrotecnio will support each other through the following actions:

1. Agrotecnio will support the UdL in all those aspects when requested by the latter for the development of the strategy established in its Research Plan and in the actions aimed at promoting the role of the UdL in the overall research system. In particular, and as has been done since the creation of AT, special attention will be paid to the interaction with the rest of the UdL's research centers and to participation in joint projects and with the different entities of the areas involved.
2. The UdL will facilitate and support all the actions that allow AT to be consolidated in the overall CERCA centers and that help its activity. In particular:

2.1 The UdL will facilitate the intensification of the research, with one professor assigned to AT from each research group up to 6 ECTS per year in the framework of a program to intensify the research of the personnel of the CERCA centers, provided that this does not entail an increase of recruitment of a new PDI for the account of the UdL.

2.2 While Agrotecnio does not have financing as a CERCA center by the Generalitat of Catalonia, UdL will contribute to Agrotecnio at least the same amount of money that corresponds to the contribution that it makes to any other CERCA Center affiliated to the University.

2.3 The UdL will assign, within its possibilities, administrative and finance personnel to Agrotecnio while the latter does not have funding as a CERCA Center. In the first instance and in the three months following the signing of this agreement, the UdL will assign an administrative person and another from finance, in order to facilitate the management tasks of the Center. The physical location of this staff will be agreed upon between the Director of Agrotecnio and the people assigned to the Center.

3. The UdL will welcome the fact that the director of a doctoral scholarship application belongs to Agrotecnio in the criteria used for this purpose. This positive evaluation criteria of the applicant or the defender of the application belonging to Agrotecnio will be applied to other competitive calls convened by the UdL to which the PDI assigned to AT may be entitled.

FIVE. Intellectual and industrial property

1. As a general principle, intellectual property rights (IP) and the benefits associated therewith will be shared equally between UdL and AT. The 'principle of equality' will be applied in such a way that the allocation of rights to the UdL and to Agrotecnio will reflect the mutual cooperation between the two parties. Therefore, unless explicitly indicated otherwise, the UdL and Agrotecnio will be the holders of 50% of each of the IP rights generated by the members seconded to the two institutions. Modifications to this principle will be undertaken in order to adapt it to third parties such as ICREA and others. The following sections define the adjustments of IP rights between the two institutions.

2. Ownership of exploitation rights.

2.1 The intellectual and industrial property rights and the benefits that may derive from research projects developed by members of the staff of the UdL and Agrotecnio will be owned by the aforementioned parties according to the proportion of the percentage of participation in the results of the research. These percentages will be determined by agreement between the inventors about their relative participation in the invention and taking into account the provisions of the regulations of Agrotecnio.

2.2 In order to determine the distribution of intellectual and industrial property rights between Agrotecnio and third parties, if appropriate, an agreement between the two will be signed.

3. Manager and delegation of management

3.1 UdL and Agrotecnio agree for the moment to use the appropriate section of the ORDI for the generation and management of the IP. However, AT intends to develop its own section of IP in accordance with the requirements established for CERCA centers.

3.2 From the moment the UdL or Agrotecnio acquires knowledge of the obtaining of results that can be protected and exploited by their personnel, they must inform the other party. The latter will have a period of 90 calendar days to express their interest in the exploitation of those results; after this period it will be understood that the party waives its right of exploitation.

In the event that the two parties have an interest in the exploitation of the result and consider appropriate the exploitation and protection of the research results by a single institution, they will be exercised by the institution that has the highest percentage of participation in the results according to clause 5.1.1.

3.3 The institution that delegates the management of the exploitation will issue a note of delegation to the other institution so that the management is carried out on behalf of both institutions, as well as the application and management of any intellectual property right that might arise. The managing institution undertakes to give the other institution any document, communication or notification regarding the rights of protection and exploitation. The managing institution shall be responsible for the management of all rights of protection and exploitation, including, among others, the study, preparation and processing of patent applications. The expenses derived therefrom will be assumed by the parties in proportion to the percentages of participation in the obtaining of the results. The profit derived therefrom will also be distributed according to these percentages.

3.4 The management order may include specific clauses and limitations in exploitation conditions. In all other aspects not limited, control of the exploitation is transferred to the managing entity.

3.5 The Seconded Staff will be entitled to obtain a participation in the profit of the exploitation of the results of the research generated within the framework of their affiliation, according to the provisions of the internal regulations in force in the UdL. The UdL will, in any case, be the entity responsible for making the corresponding payments to the Seconded Personnel.

3.6 In order to avoid imbalances between the Seconded Personnel and Agrotecnio's own staff, the base on which the participation in the profit of Seconded Personnel will be calculated will correspond to the percentage of their contribution to the results of the research, irrespective of the distribution of the ownership that has been agreed upon between the UdL and Agrotecnio for this contribution. Agrotecnio will therefore have to transfer to the UdL the corresponding amounts of its own profit, in order to allow its payment to the Seconded Personnel.

3.7 When one of the two parties is not interested in the exploitation of specific IP rights, it will inform the other party which will be the owner from that moment and will bear the corresponding costs. Any transfer, sale or license of rights over the protected results, in favor of the inventors / authors or in favor of third parties, must be previously approved by the UdL and the center.

3.8 Any transfer, sale or license of the rights of protection to inventors/authors or to third parties must be approved by the Agrotecnio Board of Trustees and the UdL, taking into account for this the regulations of Agrotecnio and the regulations applicable to each institution.

4. Termination of the agreement

4.1 If a party decides to stop paying the expenses that arise from the maintenance of the protection of intellectual and industrial property, it will expressly communicate this to the other party sufficiently in advance so that the other party can evaluate whether to accept this part of the ownership. If a party ceases to maintain the protection, it loses the rights to future returns.

4.2 The parties may assign, without the consent of the other party and at any time, their intellectual and industrial property rights to a related entity, provided that this entity assumes in full the obligations that arise, and after notification to the other party in sufficient time.

SIX. Authorship of the scientific results and transfer of data from Agrotecnio to the UdL

1. The UdL staff assigned to Agrotecnio will mention its affiliation with the UdL and Agrotecnio in the terms agreed by each institution in cases of authorship of any kind, e.g. scientific articles or any other kind, participation in congresses, web pages, books, book chapters, etc., in order to ensure the visibility of both institutions in bibliometric evaluation systems.

2. The University of Lleida will have to inform the Secretariat of Universities and Research about the research activity of its academic and research personnel in order to meet the requirements of specific-purpose financing of Catalan universities. The UdL and Agrotecnio agree to use GREC data as a common platform for the exchange of scientific, management and economic data of Agrotecnio. Agrotecnio researchers undertake to regularly update their data on the GREC. Conversely, the UdL will provide Agrotecnio with the GREC reports that the latter requests.

3. If necessary, beyond the procedures for exchanging information on scientific results described in the previous section, the UdL and Agrotecnio will consider the complementary procedures to share information of mutual interest on projects, contracts and agreements to avoid duplications in the writing of reports.

SEVEN. Use of the research areas of the UdL by Agrotecnio

1. The allocation of spaces of the UdL to those AT research groups in which most of their members belong to the University will follow the policy that the UdL has in this area and AT groups will have the same treatment granted to other research groups of the UdL.

2. The UdL will assign to AT the spaces that the latter needs for common use and in particular those destined to locate the management, the administrative services and a meeting room in accordance with the needs agreed upon between the UdL and the director of AT. The UdL will ensure, within its possibilities, that the staff of Agrotecnio can count on the spaces necessary to carry out their work.

3. To the extent of its possibilities, the UdL will study the allocation of spaces that it owns to those members of Agrotecnio that do not belong to the UdL.

EIGHT. Validity of the agreement

1. In the cases of relations and cooperation between the UdL and Agrotecnio not explicitly considered in this agreement, the managers of the two institutions undertake to find agreements for mutual benefit.
2. This agreement will be valid for four years from the day after it is signed, on which date it will come into force, or on the date on which Agrotecnio passes the evaluation by the CERCA system, regardless of which occurs first.
3. This agreement may be finished in the event that the justification included in the preface of this agreement has reasonably diminished.
4. In the event that this agreement finishes, Agrotecnio and the UdL will settle any previous obligation contracted with third parties.

In witness whereof, we sign this cooperation agreement in duplicate in two originals on the day and in the place included in the heading of this document.

Board of Trustees President
Agrotecnio

Vice Rector University of Lleida
University of Lleida