**RESEARCH CONTRACT**

**PUBLIC GRANTED / NOT PUBLIC GRANTED**

**[This contract can be used for CIFRE PhD students and if the contract is multilateral]**

**[for european contracts, ANR, CASDAR and FUI, other model contracts exist]**

BETWEEN:

**The National Institute for Agricultural Research, Food and Environment (INSTITUT NATIONAL DE RECHERCHE POUR L’AGRICULTURE, L’ALIMENTATION ET L’ENVIRONNEMENT)**

French public scientific and technological research establishment

Hereinafter referred to as: **INRAE**

Having its registered office at: 147 Rue de l’Université - 75338 PARIS CEDEX 07

Represented by **Mr. Philippe MAUGUIN**

Acting as **President**

And by delegation *[to be completed], [function]*

*[optional]*

Acting in its own name and/or on behalf of:

* *indicate* *the entities represented]* within the framework of (*name the concerned structure (joint research unit)*
* *[indicate the research units involved in the Project]*

*Optional: In case of plant breeding, Agri Obtentions has to be added as a visa signatory*

On the one part,

**AND:**

**NAME OF LEGAL ENTITY *(to be completed)***

Form of entity: *(to be completed)*

Trade register number: *(to be completed)*

Having its registered office at: *(to be completed)*

Represented by *(to be completed)*

Acting as *(to be completed)*

*[optional]*

Acting in in its own name and/or on behalf of: *[Indicate* *the entities represented]* within the framework of *[name the concerned structure (Group, holding, …)]*

On the other part,

Individually designated hereinafter « the Party » or by their own name or collectively « the Parties ».

WHEREAS:

#### INRAE is the first research institute specialized in agricultural science, food and environment in the world. It has the mission to contribute, through the development of skills, know-how and research results, to the design of technological and social innovations, as well as to organize free access to scientific data and publications in accordance with French and European rules on opening public data and free access to scientific publications.

*Describe the origin and context of the research*

*[optional]* *Describe the previous cooperative works between the Parties (research Contracts, services, framework Contract, MTA, …) at the origin or related to the intended collaboration :*

*Specify if a confidentiality agreement has been signed between the Parties. If so, please indicate the signature date.*

[optional] (Specify whether financial contribution from XX comes from all or part of public funding – example: Ministry, Region,…)

*[optional]* *Specify if the research is part of a regulated framework and if prior approvals, authorizations or qualifications are first necessary to carry investigation work, if these approvals, authorizations and qualifications already exist or are in process/issued. Please specify the expiry dates of such approvals, authorisations etc.*

*XX is informed that it shall be its responsibility to check if the exploitation of expected results might require regulatory authorizations and the conduct of freedom to operate studies.*

The purpose of this Contract is to lay down collaboration between XX and INRAE and to specify the rights and obligations of the Parties when cooperating, and on results obtained.

*This contract is part of the Qualiment® network, which has received the Carnot label since 2011 due to its commitment to the development of research partnerships. The work of the Carnot Qualiment® units focuses on the study of the construction of food qualities (nutritional, sensory, health, functional).*

*The Unit (s) …… .. is (are) part of Carnot Qualiment®.*

IT IS AGREED THAT:

# PRELIMINARY ARTICLE – DEFINITIONS

With respect to the application and interpretation of this Contract, the following words shall mean:

**Affiliate:** Means any legal entity that controls or that is directly or indirectly controlled by one of the PARTIES, for as long as this control lasts. For the purposes of this definition, control shall mean holding of:

* 50 % or more of the share capital of the legal entity concerned, or
* 50 % or more of the voting rights of the shareholders or partners of said legal entity,

**Background :** all information, scientific and/or technical knowledge and resulting intellectual property rights, necessary to carry out the Project or the exploitation of Results, belonging to a Party or held by it before the effective date of the Contract or obtained aside from the implementation of the Project and over which the Party holds rights of use.

The Parties Background is listed in **Annex 3** and is updated by the Steering Committee. Parties shall also specify any restrictions on use applying to this Background.

**Contract:** this agreement and its annexes which constitute integral part thereof.

**Confidential Information**: all information communicated during the negotiation or the execution of the Contract (a) relating to the Project and bearing the word confidential, received from the other Party either in writing or orally –and confirmed in writing within 30 days-, as well as (b) information collected through exchanges with the other Party and that are not related to the Project. Confidential Information includes the Background and Results which specific conditions for disclosure are defined in the Contract.

**Project:** the research project entitled “*[To be completed]*”, as described in **Annex 1** of the Contract.

**Results:** all information, scientific and/or technical knowledge, of any nature and in any form whatsoever, resulting from the execution of the Project, whether or not protected or protectable by an intellectual property right.

**Field of exploitation:** *[To be completed]*

**Confidential Know-How File:** a set of secret technical and/or scientific information, substantial and identified.

*[optional]***Personal data** : any information referring to an identified or identifiable natural person either directly or indirectly, notably by reference to an identifier, such as name, identification number, location data, online identifier, or one or several elements related to their physical, physiological, genetic, psychological, economic, cultural or social identity.

*[optional]:*

# *ARTICLE 0 – SUSPENSIVE CONDITION*

The Contract will take effect on the date identified in article 9 subject to approvals and accreditations needed for experiments defined in the Project.

# ARTICLE 1 – SUBJECT MATTER OF THE CONTRACT

The purpose of the Contract is to:

* define the terms for carrying out the Project and the collaboration between the Parties
* define the ownership of the Results
* define the rules of access rights to Background and the rules relating to the use and exploitation of Results.

None of the provisions of this Contract shall be construed as implying rights or obligations outside the scope of the Project and Field of exploitation.

# ARTICLE 2 – IMPLEMENTATION

## 2.1. Work schedule and allocation of work

The allocation and schedule of work are specified in **Annex 1** of the Contract. The list of deliverables and the Party in charge of providing such deliverables to the other Party(ies) shall also be specified.

## 2.2. Means implemented and cost of the operations

Each Party agrees to do its best efforts to carry out its part of the work and shall implement all necessary means to enable it. Nonetheless, the Parties acknowledge that any research project includes contingencies and undertake to keep each other mutually informed of any difficulty or deadlock situation that may be encountered during Steering Committee meetings.

The necessary means and the cost of the operations are specified in **Annex 2***.*

## *[optional]: 2.3. Subcontracting*

*Any subcontracting needed by a Party to carry out part of its works, shall be subject to the prior notification to the other Party(ies).*

*Each Party shall be fully liable for the implementation of its part of the work that is subcontracted to third parties. Said Party shall impose on said third parties the same obligations as those that apply to said Party under the Contract, notably confidentiality obligations.*

*Each Party undertakes with its subcontractors to take all appropriate measures required to obtain intellectual property rights on the Results obtained from the subcontractors, so as not to restrict the rights granted to the other Party(ies) in the framework of the Contract.*

Said Party shall ensure that its subcontractor will not claim any intellectual right or exploitation right under articles 7 and 8 hereafter.

*Any use of Background and Results belonging to another Party by the subcontractor for the sole purpose of the completion of part of its tasks, will be subject to prior written agreement of said Party.*

## *[Optional] 2.4. Staff hosted at INRAE*

Subject to approvals which are necessary in case of regulated access to facilities, and in accordance with the strict framework of the implementation of the Project, INRAE will host in its research Unit premises \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ M. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[ to be completed], acting as [to be completed : PHD student, etc.].

The hosting terms and conditions are defined in Annex 5 of the Contract.

If such hosting is not possible for security reasons, the Parties shall meet to consider the adaptation of the Project, or earlier termination of the Contract.

## *[Optional] 2.5.Transfer of material*

For the purpose of this article, "ABS Documents and Information" means the information and documents relating to a genetic resource or traditional knowledge associated with that resource that any European user or any user acting within the European Union must seek, keep and transfer to any subsequent user in accordance with article 4.3 of EU Regulation No. 511/2014 and applicable regulations.

For any transfer of material, the Parties undertake to fill in a traceability form following the model attached in Annex 4 of this Contract.

* OPTION 1 – EACH PARTY ACCOMPLISHES ITS OWN FORMALITIES

a) Each Party using a genetic resources and / or associated traditional knowledge shall be solely responsible for the performance of any required formalities towards the competent authorities for the access in view of their utilization by this party within the Project.

* OPTION 2 – THE PARTY COLLECTING OR PROVIDING GENETIC RESOURCES / ASSOCIATED TRADITIONAL KNOWLEDDE ACCOMPLISHES THE REQUIRED FORMALITIES ON BEHALF OF ALL OR PART OF THE PARTIES

(a) Each Party collecting, for the purpose of carrying out the Project, genetic resources and / or associated traditional knowledge or providing them as Background undertakes to perform any required access formalities for their use under the Project on behalf of the [*Optional :* following Parties : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OU of the Parties mentioned in attachment].

However, each Party using a genetic resource and / or associated traditional knowledge remains responsible to check the regularity of any formalities of access made as regards of its own utilization. Hence, to allow a Party to check the regularity of formalities made on its behalf, the parties in charge of performing the formalities of access undertake:

## To keep regularly informed the Parties for whom the formalities are performed about the progress of the formalities of access ;

## To seek, keep and transfer in due time to any Parties using the genetic resource and / or associated traditional knowledge the « ABS Documents and Information ».

* OPTION 3 – ONE PARTY (not the Party collecting or providing genetic resources /associated traditional knowledge as in option 2) ACCOMPLISHES THE REQUIRED FORMALITIES ON BEHALF OF ALL OR PART OF THE PARTIES

a) **XXX** undertakes to perform, on behalf of [*Optional :* the following Parties OR the Parties mentioned in attachment], the formalities required for the access in view of their utilization of genetic resources and / or associated traditional knowledge within the frame of the Project.

However :

Each Party providing a genetic resource and / or associated traditional knowledge shall transfer to **XXX** any ABS Documents and Information in its possession ; or failing that, and subject to a request of **XXX** remained unanswered within 30 (thirty) days, **XXX** shall be released from its obligation to perform the formalities of access after having informed the Parties using the genetic resource and/or associated knowledge.

[Ce paragraphe b est à reporter à chaque fois, quelle que soit l’option -1, 2 ou 3- choisie]

b) The Parties acknowledge that at the date of the signature of this Contract, given the current progress of the formalities performed by the Parties, the rights and obligations regarding the access in view of their utilization of some genetic resource and / or associated traditional knowledge have not been yet identified with certainty.

In the event where any required authorization for the utilization of a genetic resource cannot be granted within **XX** months following the start date of the Project, or that the considerations claimed by the providing country are incompatible with the rights and obligations stated in this Contract, the Party in charge of performing the formalities will notify the other Parties in view to discuss any relevant changes or even cancellation of all or part of the Project.

## 2.[6]. [*Optional : clause à introduire sauf projet de recherche impliquant la personne humaine où il faut contacter la DI*L] Management of Personal data

## [1st case : INRAE solely collects Personal data and is processing manager]

## The Parties agree that INRAE alone for the performance of the Project may collect and process Personal data. INRAE is considered to be the sole processing manager (RT). Therefore, Personal data collected and processed will only be divulged to the other Parties to the project either in their direct form or as indirectly identifying. Only the aggregated Results produced by the work undertaken by INRAE may be made available to the other Parties.

## INRAE undertakes for the performance of the Project to comply with the legal and regulatory provisions concerning the protection of Personal data for processing it undertakes as processing manager for the proper performance of the aims of the project.

## INRAE undertakes to take all security measures, particularly physical and organisational, to ensure the confidentiality, preservation and integrity of the data processed throughout the time the data is stored

## [2nd case: XX collects/provides Personal data and transfers them to INRAE]

## XX will send INRAE the Personal data necessary for the Project in accordance with the provisions of this article. The Parties undertake during the performance of the Project to abide by the legal and regulatory provisions concerning the protection of Personal data

## XX therefore:

## guarantees that it holder of all opinions, authorisations and/or accreditations required by the legislation and regulations in force regarding the initial processing of Personal data.

## shall regularly update the Personal data in order to comply with personal rights (right to be informed, right of access, right to correct and oppose) as well as the storage time applicable,

## guarantees that it can legally divulge the Personal data to INRAE,

## INRAE therefore undertakes:

## to ensure the performance of the formalities aimed at complying with the legal and regulatory provisions concerning the protection of Personal data it processes as processing manager,

## to withdraw Personal data whose use has been opposed for the purposes of research if so notified by the person providing the data. Such withdrawal will only be valid for research that has started after the date on which the opposition was made (on the grounds of aggregation of Results),

## in the event of recourse to a sub-contractor, to contractually ensure that the sub-contractor complies with the same obligations concerning compliance with the legal and regulatory provisions regarding Personal data as those laid down by this Contract,

## not to take any copy of documents or other storage media relating to Personal data divulged in the context of the Project other than for the strict performance of this Contract,

## not to use the documents or storage media relating to Personal data for purposes other than the performance of the Project.

## The Parties also mutually undertake:

## to take every precaution to avoid any misuse or fraudulent use of the computer files relating to Personal data,

## to take all security measures, particularly physical and organisational, to ensure the confidentiality, preservation and integrity of the data processed throughout the term of this Contract.

## [3rd case: INRAE and the partner are joint managers

The Parties will ensure that:

## any gathering and processing of Personal data undertaken during the performance of the Project are legitimate and complies with the aims of the Project,

## the processing of Personal data complies with the applicable regulations,

## their authorised staff will only have access to the data strictly necessary for the implementation of the Contract,

## any divulging of data to another Party will be undertaken in compliance with the regulations.

The Parties will decide which of them will be appointed jointly responsible for processing (also referred to as joint managers). For this purpose an extraordinary meeting of the Steering Committee will be held after the Project has started and at the latest before the end of the first year of the Project. The members of the Steering Committee may call upon their respective in-house experts (particularly Data Protection Delegates) for this meeting the purpose of which will be to define accurately the rules and responsibilities concerning Personal data protection and the implementation of the regulations. The chairperson will draw up the minutes of the meeting and send them to the Parties who will accept them as they stand or modify them.

# ARTICLE 3 – FINANCIAL CONTRIBUTION

The financial contribution made by *XX* comes from *[to be completed – please indicate the existence of a subsidy and indicate the source of funding OR if funding is provided from XX own funds]*

**3.1.** For the execution of this Contract, XX shall pay INRAE, the amount of *[to be completed]* € without tax, increased with VAT at the rate which is applicable on the invoice date.

*Note: in case of foreign partner, VAT may not be applicable,*

That sum should be paid upon presentation of an invoice from INRAE to:

Monsieur l’Agent Comptable Secondaire du Centre de Recherche

INRAE de: *[to be completed]*

 Trésor Public N° IBAN: *[to be completed]*

**3.2.** The above referred sum shall be paid according to the following schedule:

*[to be completed]*

*Attention !! il est conseillé de n’accepter pour le paiement du solde qu’une fraction réduite du montant total (de l’ordre de 10 %).*

# ARTICLE 4 – STEERING COLLABORATION

## 4.1. Steering Committee

### **4.1.1. Composition**

A Steering Committee is created with:

* *x* representatives for XX *: [to be completed: Name, Surname, electronic address]*
* *x* representatives for INRAE : *[to be completed: Name, Surname, electronic address]*

The list of names of members may be modified subject to notification in advance to the other Party (ies).

The Parties may also invite by consensus, experts, at Steering Committee meetings. All experts from non-signatory entities of this Contract shall sign a confidentiality agreement, which terms shall comply with the provisions of this Contract.

### **4.1.2. Frequency**

The Steering Committee will meet at least once every *[to be completed]* months, at the initiative of the most diligent Party and at all times at the request of the majority of its members.

Meetings shall take place alternatively at each of the Parties premises, unless otherwise agreed.

Meetings may also be held by teleconference.

In case of urgency, particularly for publications or communications to third parties, the Steering Committee may be consulted through electronic means.

### **4.1.3. Role**

Its role consists in taking all measures, in addition to contractual provisions already agreed, necessary for the smooth development of the present collaboration.

It acts by means of decisions and advice, reached unanimously by the members.

Its decision-making power is limited to arrangements provided in the Contract which do not modify the rights and obligations of the Parties under this Contract. It shall concern:

* the follow-up of research conducted;
* the reorientation –but not the extension or the cancellation- of research;
* the publication/communication of the Results and their conditions, within the framework of article 6.

It advices and makes proposals to the Parties concerning:

* the cancellation or extension of the Project;
* the updating of the Background list ;
* the protection of the Results : Patent, new variety certificate, software, trademark, data base, etc. or Confidential Know-How File;
* the industrial exploitation of Results;
* the continuation of the work (research, development).

The Steering Committee is also a coordinating body between the Parties in case of difficulty or dispute.

## 4.2. Minutes - Reports

Minutes of the Steering Committee meetings shall be drawn up and approved by all representatives following each meeting. Such minutes shall not have the effect of modifying against its will the rights and obligations of a Party.

The Steering Committee shall draw up, within 3 (three) months of the expiry of the Contract, a final report including a short summary document stating the use made of the Results (patent, Confidential Know-How File, publication, communication).

These reports will be submitted to the Parties.

# ARTICLE 5 – CONFIDENTIALITY

**5.1.** Each Party agrees, unless otherwise agreed in writing by the other Party to:

* consider Confidential Information as strictly confidential,
* not use Confidential Information for any other purposes than to complete the Project and the exploitation of Results,
* not disclose any Confidential Information to third parties,
* disclose Confidential Information under its responsibility only to persons directly concerned by this Contract.

**5.2.** Will not be considered as confidential the information for which the receiving Party can prove:

* that such Information was already in the public domain at the time of its communication or
* that such Information later entered into the public domain other than through a failure to comply with this obligation of confidentiality, or
* that such Party held such Information prior to its communication, or
* that such Party freely received such Information from a third party authorized to disclose it, or
* that such Party is legally required to communicate such Information.

**5.3.** The commitments under this article shall be valid for the duration of this Contract and for five (5) years following its expiry.

As an exception to this duration, each Party’s Background shall remain confidential as long as such Background has not fallen into the public domain. For the sake of clarification, any disclosure of a Party’s Background shall not be made without the discretional and express approval of the owning Party.

The obligations of confidentiality shall not prevent the publication of the Results subject to the compliance of the provisions of article 6, the filing of industrial property rights covering the Results (article 7) and the use of Results (article 8).

# ARTICLE 6 – PUBLICATION AND COMMUNICATION OF THE RESULTS

**6.1.** For the duration of the present Contract and two (2) years following its expiry, proposals for publications or communications whether written or verbal from the Parties on the Results shall be submitted to the conditions set out in this article.

At the expiry of the above-mentioned duration, publications or communications of the Results to third parties can be made freely by the Parties except when a Confidential Know-How File has been established under the conditions referred to in article 6.2.2.

**6.2.** Any planned publication or communication of the Results to third parties will be sent to the Steering Committee members who will submit their opinions on the opportunity and conditions of its disclosure within a maximum period of one (1) month.

If the Steering Committee members give a favorable opinion or have not given their opinion within the timeframe, the publication or communication will proceed.

In case the Steering Committee members give an unfavorable opinion or if the Steering Committee believes that one or other of the hypothesis referred to hereunder (notably patent protection) applies the decision of the Parties shall be required, through consensus. The Parties shall be given a period of one (1) month, upon their notification, to provide their decision on the Results disclosure. If no answer is given within the timeframe, their consent shall be deemed to be given.

The Members of the Steering Committee will decide according to the sole following hypothesis:

***6.2.1*** In case the Results might lead to the filing of a patent application, secrecy shall be maintained until the date on which the application is filed.

Moreover, the Parties may postpone until the end of the year of priority (i.e. one (1) year after the filing of the application) as a maximum, the publication or communication to third parties of Results and additional results aimed to support the patent application;

***6.2.2*** If Results can be used for industrial purposes on the basis of a Confidential Know-How File, the Parties shall jointly determine the specific Results included in the Confidential Know-How File, which may in no case be published or communicated during the period of exploitation of use of such Confidential Know-How File;

***6.2.3*** In the event Results are not covered by any of the preceding hypothesis under article 6.2, they shall be disclosed without delay.

**6.2.43** *[****optional if plant breeding****]* If Results might lead to a filing of Plant Breeders Rights (COV), the Parties agree not to make any offer for sale until the filing of it. Only experiments strictly covered by confidentiality obligations shall be authorized.

**6.3.** Researchers are entitled to mention their work and Results in the activity report they are required to submit periodically to their assessment body.

**6.4.** Results relating to risk for public health and/or for the environment can be communicated freely to the public bodies concerned after informing the Steering Committee thereof.

**6.5**. No communication or publication relating to the Project may breach the obligations of confidentiality or security or relating to the protection of Personal data. Therefore, no Personal data collected or processed as part of the Project may be disseminated, even as part of the opening of public data (open data).

***6.6 [optional****]* Before its defense, the thesis content of Mr/Mrs *[to be completed]* shall be submitted to the Steering Committee in order to check that it does not contain any information which might be subject of an industrial property right or a Confidential Know-How File. When appropriate, the thesis defense may be held *in camera*.

# ARTICLE 7 – OWNERSHIP OF BACKGROUND AND RESULTS

**7.1.** Each Party remains the owner of its Background [***option****:* and improvements thereof it generates, by derogation from article 7.2.

Improvement shall mean any Result obtained from Background (modification or improvement), and depending on it, i.e.:

* which cannot be implemented without the use of the Background OR
* whose implementation is covered by one or several claims of a patent protecting the Background.]

**7.2.** *[if the option of article 7.1 is chosen:* Subject to the provisions of article 7.1] The property rights relating to Results shall belong to Parties in co-ownership on a 50/50 basis.

In this respect, each Party commits to contact the other Party prior to any protection procedure and to submit to such Party the patent applications drafts.

*[For the other cases, consult the CPI involved or a lawyer. We invite you also to consult the INRAE Charter of Intellectual Property. Specific clauses should be laid down for software and databases.]*

In the event the Results obtained by INRAE are wholly or partly generated by the staff of a joint research unit (UMR or USC), the members of such structure might be co-owners in accordance with the contract governing such joint research unit (UMR or USC). If applicable, the ownership share of such members shall be allocated on the share which is allocated to theParty which is a public body.

Prior to any exploitation, Parties shall sign a co-ownership agreement in order to define their rights and obligations regarding the jointly-owned Results.

*[optional if plant breeding involving Agri Obtentions]*

INRAE has commissioned its subsidiary AGRI OBTENTIONS to manage and valorize its plant variety rights whether solely owned or co-owned. The terms of management (in particular the definition by mutual agreement of a share of ownership), registration, procedure and valorization of Proprietary Variety Certificates shall be negotiated between the Party co-owner of the variety and AGRI OBTENTIONS. In this regard, it is already accepted that INRAE could share its share of ownership with AGRI OBTENTIONS.

# ARTICLE 8 – USE / EXPLOITATION OF RESULTS

**8.1.** The Parties will be entitled to use the Results freely and on a royalty free basis for their research needs, to the exclusion of any industrial or commercial exploitation which will require the agreement of the other Party owner or co-owner.

**8.2.** Should prior Background be needed for the exploitation of Results, exploitation rights shall be granted by the owning Party to the exploiting Party, subject to any third party’s rights, under conditions, in particular financial terms, to be determined by mutual agreement.

*[Hypothesis 1: Results can be used commercially and the partner wishes to exploit them]*

**8.3** INRAE has commissioned its subsidiary, INRAE TRANSFERT, for the valorization of its research results. Consequently, this subsidiary is allowed to negotiate, sign and manage licensing and exploitation agreements Contracts on behalf of INRAE.

XX shall be granted for itself [and/or its Affiliates and/or on behalf of its members] the right to use the Results, in the Field of exploitation, subject to the conditions below.

No later than at the end of the Contract, the Steering Committee shall determine whether the Results can be immediately commercially used: in this case, an exploitation agreement will be negotiated between the concerned Parties; OR if the Results require additional development and/or industrial improvement in order to be commercially used by XX, an option to exploitation agreement shall be negotiated.

**8.3.1** If there is a possibility of immediate commercial use, an **exploitation agreement** shall be concluded between INRAE TRANSFERT and XX not later than six (6) months following the end of the Contract. This agreement shall stipulate the following provisions:

* the technical and geographical scope of the access rights;
* exclusivity or non-exclusivity of the access rights;
* the financial conditions of the access rights: royalties, minimum annual guarantee in case of exclusive rights, guarantee payment;
* if needed, provisions relating to the sub-licensing by XX;
* if needed, provisions concerning industrial property rights and their defense;
* provisions concerning improvements;
* termination provisions, notably in case of lack of effective exploitation of Results
* dispute resolution provisions.

**8.3.2** In case of additional work, an **option on an exploitation agreement** shall be concluded between INRAE TRANSFERT, XX and INRAE – if needed – no later than six (6) months following the end of this Contract. The conclusion of this option to exploitation agreement by XX shall assert its interest in the Results and its intention to conduct additional research and development work in view of future commercial use.

The duration of the option shall be at least equal to the duration of this additional research and development work. It shall be defined through mutual agreement between the Parties.

The signature of the option on an exploitation agreement shall be subject to the payment by XX of an up-front fee.

If necessary, this agreement shall specify the technical and financial conditions of INRAE’s involvement in the additional research and development work.

If XX exercises its right of option, an exploitation agreement shall be negotiated and signed within a period of three (3) months maximum according to the conditions referred to in article 8.3.1 above.

**8.4** If no response was received within the above-mentioned periods or if XX renounces to use the Results, INRAE Transfert will be entitled to grant third parties access rights, exclusive or not. To this end, the Parties agree that INRAE TRANSFERT shall ensure on their behalf the negotiation, the management and collection of royalties of any kind.

It is formally agreed that XX shall not grant any access rights on its own. The Parties shall benefit from the financial revenues generated by the licenses in proportion of their co-ownership share.

**8.3**  Hypothesis 2*:* The Results are not intended to be used commercially*.*

Having due regard to the natureof the work, the Parties agree that the Results are not intended to be commercially used. They shall be published and disseminated as referred to in article 6 of this Contract.

However, if the Results might lead to a commercial use, the concerned Parties shall confer with each other to define by mutual consent the terms of use.

It is specified that INRAE has mandated its subsidiary, INRAE Transfert, to negotiate access rights to the results of its researches. Consequently, this subsidiary has capacity to negotiate, sign and manage the license agreements on behalf of INRAE.

*[optional in case of plant breeding]*

*8.3 or 8.4: In the event one of the Parties wishes to use commercially one of the varieties bred, an operating agreement shall be negotiated between the interested Party, AGRI OBTENTIONS and, when needed, the co-breeder of the variety. This agreement will determine inter alia the procedures of a financial return for the benefit of AGRI OBTENTIONS.*

# ARTICLE 9 – DURATION OF THE CONTRACT

This Contract shall have a duration of *[to be completed]* as from *[to be completed]*.

Upon its term, the Contract shall terminate automatically. The Parties expressly exclude any tacit renewal. Any extension of the duration shall require the signature of an amendment.

# ARTICLE 10 – ASSIGNMENT OF THE CONTRACT

**10.1.** This Contract is concluded *intuitu personae*. It is personal, non-transferrable and non-assignable.

**10.2.** In the event of merger, absorption, transformation of XX, transfer of activity to an entity other than an Affiliate, this Contract cannot be transferred without prior written consent from INRAE.

In any case, the transfer should be notified to INRAE (to the signatory) by a registered letter with an acknowledgement of receipt.

Any Contract assignment shall be made in writing and shall specify that the assignee undertakes to take over the rights and obligations of the assignor in its entirety.

# ARTICLE 11 – TERMINATION – END OF CONTRACT

**11.1.** This Contract shall be terminated as of right by one of the Parties in the event of breach by any of the other Party(ies) of one or more of the obligations contained in the various clauses Such termination will be effective only three (3) months following the receipt bythe defaulting Party of a registered letter with acknowledgement of receipt from the complaining Party(ies), describing the grounds of the complaint unless, within this period of time, the defaulting Party has met its obligations or has provided evidence of an impediment resulting from *force majeure*. Such termination does not prevent the defaulting Party from fulfilling its contractual obligations until the effective date of such termination, subject to any damages possibly undergone by the complaining Party(ies) with regard to the early cancellation of the Contract.

Except in cases of force majeure, if the inexecution is due to an event which impacts the contractual equilibrium and which was unpredictable at the time the Contract was concluded, the Parties undertake to meet within a period of two (2) months. The Parties shall either decide to pursue the execution of the Contract under the initial terms of the Contract or decide to renegotiate such terms or decide to terminate the Contract by mutual consent.

**11.2** XX may interrupt definitively the Project for technological, economic, strategic or regulatory non-feasibility reasons if no reorientation of the Project has been proposed by the Steering Committee as specified below. XX shall send a written notification to INRAE, with the justification of its request. From the date of receipt of the notification, the Parties undertake to convene the Steering Committee within one (1) month and to decide whether or not a reorientation of the Project is possible. In the event of a negative response, the termination of the Contract will take effect at the end of a period of two (2) months from the decision of the Steering Committee.

During this period, INRAE's scientific manager shall submit to XX a written summary report of the work already carried out, and XX undertakes to pay the amount provided in the said Contract in proportion to the work carried out by INRAE until the effective date of termination. However, in the event of the recruitment of non-permanent staff by INRAE and/or the presence of a Ph.D. student recruited by INRAE, XX shall take into account this situation and shall provide for the final financial conditions which include at least the amount necessary for the payment of the remaining salaries.

**11.2.** Expiry, termination or cancellation of this Contract shall not affect the provisions of articles [Optional if article on Personal data : 2.xx, ]4.2, 5, 6, 7 and 8 above, as long as rights and obligations set forth therein remain effective for the Parties.

# ARTICLE 12 – GOVERNING LAW - LITIGATIONS – DISPUTES

**12.1.** This Contract is governed by French law.

**12.2.** Should a difficulty arise in the interpretation or performance of this Contract, the Parties shall strive to resolve their disagreement amicably.

**12.3.** In case of a persistent disagreement, the Parties may decide by mutual consent, subject to rules that may be applicable to them, to have recourse to the French competent courts..

# ARTICLE 13 – ELEMENTS OF THE CONTRACT- PREVALENCE

This Contract contains 13 articles *[and … signature pages, one for each Party,]* and the following annexes: *[to be completed]*.

Taken together these documents constitute an original.

The provisions of this Contract take precedence over:

-the annexes;

-the provisions of prior agreements or specific agreements which contain contrary provisions;

- the general purchase conditions of the Parties.

# ARTICLE 14 – ELEMENTS OF THE CONTRACT- PREVALENCE

# Article X - Personal Data in the context of the contractual relationship

The parties undertake, when processing personal data for the purposes of managing the contractual relationship and the performance of this contract, to comply with the European Regulation EU 2016/679 (GDPR) 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 applicable national laws on the protection of personal data.

For the exclusive purpose of managing the contractual relationship and the execution of this Agreement, the Parties may collect, store, share and process personal data of persons involved in the management and execution of this Agreement such as: name, business telephone number, business address, function.

The parties will take all appropriate technical and organisational measures to protect and secure such data. The parties will make every effort to prevent any unauthorised or illegal processing of such data.

Signed in Paris,

In *two (2)* original copies

|  |  |
| --- | --- |
|  **XX**Name Signatory gradeDate : Signature : | **INRAE**Name Signatory gradeDate : Signature : |

**ANNEX 1 : SCIENTIFIC PROGRAM**

* **Project title :**
* **Scientific leaders** :
	+ INRAE:
	+ Partner(s):
* **Summary:** (5 lines max):
* **Project duration :**
* **Context, Goals, Research** **questions** (20 lines max) :

Specify in particular:

* + the scientific context,
	+ the partnership goals,
	+ the research questions,
	+ the potential articulation with a project funded by ANR (National Research Agency), Europe, FUI (Single Inter-Ministry Fund), ADEME, Region...

Additional details :

* + Indicate whether this contract contains any particular traineeship, preparation of a master, thesis, post-doc.
* **Tasks, deliverables and work schedule (which partner does what, when?) :**

Steps **of the project**, with, for each of them:

* **Methodologies employed/developed**
* **Respective undertakings** of the partners (human, material)
* **Deliverables**

Outline the possible links between steps (transfer of material, results within the project)

* **Draw up the research project timelines** (the start and end dates, chronology for steps)

###### ANNEX 2: BUDGET

**PROJECT TITLE:**

**TOTAL PROJECT DURATION:**

|  |  |  |  |
| --- | --- | --- | --- |
|   | **TOTAL BUDGET OF THE PROJECT (€) FOR INRAE** | **INRAE’S OWN BUDGET**  | **PARTNER’S BUDGET**  |
| **Person** |
| Permanent Person  |   |   |   |
| non permanent Person  |   |   |   |
| Person total  |   |   |   |
| **Others specific expenses** |
| Current Fonctionnement  |   |   |   |
| Subcontractors |   |   |   |
| Expenses on plateformes technologiques |   |   |   |
| Equipments |   |   |   |
| Travel |   |   |   |
| Others |   |   |   |
| Others specific expenses Total  |   |   |   |
| Subtotal |   |   |   |
| Structure and environnement fee |   |   |   |
| General Total  |   |   |   |
| Division of budget  |   |   |   |

##### ANNEX 3: LIST OF BACKGROUND

To be completed IMPERATIVELY

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Type of knowledge (Know-How, All of biological data, tools, devices, equipments, patent, software)** | **Title** | **Additional** **description** | **Documentary proof** **(dated)** | **Restriction of use** | **Name of the owner or generating project references**  |
|  |  |  |  |  |  |

**ANNEX 4
TRACEABILITY FORM FOR SENDING MATERIAL FOR THE IMPLEMENTATION
OF THE RESEARCH PROGRAM**

**TRACEABILITY SHEET**

**= material transfer agreement**

INRAE and XX signed a research agreement for carrying out *[to be completed]*. It is understood that this agreement is subject to and will fully comply with the provisions of the research contract aforementioned.

**Specifications related to the Material and Experimentations**

1. **Description of the Material :** *[to be completed]*
2. **Recipient Laboratory for the Material :** *[to be completed]*
3. **Planned Experimentations :** *[to be completed]*
4. **Documents and technical Informations :** *[to be completed. Par ex., export permit, phytosanitary certificate, etc]*
5. **Information required by article 4.3 of Regulation 511/2014 and documents relating to the Material:** *[to be completed]*

**INFORMATION relating to the MATERIAL**

  Genetic resource\*

|  |  |
| --- | --- |
| Taxonomic identification of the genetic resource |  |
| References (N° de collection, etc.) |  |
| Date of access |  / /  |
| Place of access |  |
| Description of technical conditions related to access and collection conditions |  |
| Source from which it has been obtained  |  |
| List of subsequent users | …… |

  Associated traditional knowledge (where applicable)\* :

|  |  |
| --- | --- |
| Description of the associated traditional knowledge |  |
| Date of access |  / /  |
| Place of access (as precise as possible) |  |
| Source from which it has been obtained  |  |
| List of subsequent users | …… |

**DOCUMENTS to be attached to this agreement :**

  Proof of access\* (check one of the boxes below) :

[ ]  Collection permit

[ ]  Written agreement of the owner of the site

[ ]  Other (specify) :

 Access permits\* (check one of the boxes below) :

[ ]  Internationally Recognised Certificate of Compliance (IRCC)

[ ]  Declaration receipt

[ ]  The access is not regulated

[ ]  Other (specify) :

 Benefit-sharing arrangements\* (check one of the boxes below) :

[ ]  Mutual agreed terms

[ ]  Applicable texts containing the rights and obligations relating to access and benefit-sharing

[ ]  The access is not regulated

[ ]  Other (specify) :

\*required information

**6 – Responsible for accomplishing transport formalities***[to be completed]*

|  |  |  |
| --- | --- | --- |
|  | **Provided by** | **Received by** |
| **Person in charge of the laboratory** |  |  |
| **Organisation** |  |  |
| **Date** |  |  |
| **Signature** |  |  |

##### GENERAL TRANSFER CONDITIONS

**1** The MATERIAL and INFORMATION are exchanged on a non-exclusive basis, free of charge (except for conditioning and possible shipping costs ) and with the sole purpose of implementing the research and experimentation program referred to in traceability form and described in the research contract signed between the Parties as identified in the form, hereinafter referred to as « The Research Contract ».

1. The PARTY providing MATERIAL or INFORMATION shall be referred to hereinafter as the SENDER PARTY.
2. The PARTY receiving this MATERIAL or INFORMATION shall be referred to hereinafter as the RECIPIENT PARTY.
3. On expiry of the Research Contract, the Sender Party may ask the Recipient Party to return the MATERIAL or to destroy it as well as any derived material.
4. The Recipient Party acknowledges that the MATERIAL is part of the Background of the Sender Party as outlined in the Research Contract

**6** The Recipient Party is not granted any right, title to property, license on the MATERIAL and the INFORMATION provided by the Sender Party without prior consent negotiated with the Sender Party, as set forth in the Research Contract.

**7** No commercial right or licence right is granted or implied by the supply of MATERIAL to the Recipient Party by the Sender Party.

**8** The MATERIAL shall not be included in a patent application or in any other industrial property title by the Recipient Party without prior written consent of the Sender Party.

**9** The Recipient Party acknowledges the confidential nature of the MATERIAL and the INFORMATION provided by the Sender Party and agrees to apply to them the confidentiality obligations set out in the Research Contract. Moreover, the Recipient Party is liable for the implementation of the obligations of this agreement in respect of any person which will have access to the MATERIAL and the INFORMATION provided by the Sender Party.

**10** The Recipient Party’s publications and written or oral communications shall be subject to the conditions stated in the Research Contract.

**11** The Recipient Party recognizes having full capacity to hold the material and takes upon itself to obtain the approvals and accreditations required for receiving, holding and using the MATERIAL.

**12** The exchanged MATERIAL is of experimental nature. The Sender Party gives no warranty as regards its use, effectiveness, non-toxicity or safety for a particular use.

**13** In this respect, The Sender Party declines all responsibility for any damages caused by the MATERIAL and INFORMATION, as well as by any use that might be made thereof.

##### APPENDIX 5: HOSTING

Hosting of :

Name – surname [Name of the person]

Date and place of birth :

Nationality

Family situation

Social security number

Home address

Employee of : [PARTNER]

SIREN number :

As [function with the partner] :

[Option : hosting is part of a training program :

Attended the university/school :

For diploma purpose :

That covers CIFRE research agreements and others employed doctoral students]

Hosted at :

Research unit [Number and acronym] :

Host unit address :

INRAE Research center :

INRAE Research pilot department for host unit :

1. **HOSTING SCHEME (ARRANGEMENT)**
2. **Applicable Framework**

 [Name] is authorized to carry out research activities in the Unit, within the field defined in the Contract.

Within the Unit, [Name] remains under the scientific/technical responsability of……., [specify his capacity – if is the scientific referent for the Unit] directly involved in the work and/or scientific supervision for the research work of [Name].

[PARTNER] shall ensure towards [Name] civil, social and fiscal obligations.

For all formalities related to its hosting, [Name] remains under the authority and supervision of [PARTNER].

For the [PARTNER], the contact person is…

[*It generally involves an administrative contact should a problem arise]*

During his/her hosting period, [PARTNER] is committed to ensure that [Name] continues to enjoy social benefit system and legislation on accidents at work, in accordance with the applicable provisions.

With regard to security of assets , environment, persons and informations, [Name] is under the authority of the Director of INRAE hosting unit.

Except for gross negligence, no action, of any nature whatsoever, shall be made against INRAE or one of its agents both by [Name] or [PARTNER].

1. **Duration of hosting period at INRAE**

This Contract shall have a duration of...as from….until…, and maybe extended by an amendment to the Contract following agreement between the Parties**.**

However, the Parties agree that host may not exceed the Contract duration.

1. **Regulations and discipline**

As from it’shosting date, [Name] is subject to INRAE’s own regulations, in respect to conditions of work and general discipline, and to obligations imposed to INRAE and its agents in activities regulated particularly in the context of biosecurityand access to computing resources. Failure to comply with these regulations may lead INRAE to terminate the hosting of [Name].

However, as the employer, [PARTNER] remains the sole owner of disciplinary authority over [Name].

[Name] and [PARTNER] undertake not to use means and resources from INRAE, informations made available to them, even fortuitously, for any purpose other than that granted to [Name] in this hosting agreement..

1. **Health and security**

Regulations on health and security are the responsibility of INRAE.

Thus, if [Name] uses the resources placed at her/his disposal, and is under INRAE’s responsibility and his employer subordination, [Name] shall use the resources in accordance with applicable instructions.

Moreover, in case of a specific risk, [PARTNER] undertakes to take all necessary measures in favour of [Name]. For that purpose and subject to prior approval between [PARTNER] and INRAE, [PARTNER] can require INRAE to take the necessary measures.

1. **Attendance**

 [Name] is subject to INRAE’s work schedules.

The Director of hosting INRAE Unit sets the work schedules and is informed of his/her absences by the [PARTNER] as soon as possible.

1. **Travel**

When [Name] is called to travel during its host, the coverage of risks related to these travels remains in the exclusive responsability of the [PARTNER] as well as for potential costs that would be involved.

Under this agreement, [PARTNER] authorises [Name] to travel as a passenger, in INRAE vehicles.

By principle, [Name] is not allowed to drive INRAE service vehicles.

1. **RESPONSABILITY – INSURANCE**

[PARTNER] will bear all consequences of liabilities that it has incurred towards third parties and their beneficiaries, under the common law in case of personal injury or material damage caused by [Name] to third parties.

In case of absence of [Name] hosted at INRAE, [PARTNER] and INRAE shall inform each other without delay.

In the event of a workplace accident, INRAE shall inform [PARTNER] as soon as possible, so that the latter undertakes to make the necessary declaration.

1. **COLLECTIVE CATERING**

INRAE undertakes to allow access to [Name] to collective catering services for the personnel at an contracted ratefor external personnel via a individual and personal access badge assigned by INRAE.This contracted external rate includes a right of entry which corresponds to the cost of a meal preparation and foodstuff. [PARTNER] shall bear his employee’s entrance fee. The administration of t INRAE host research center shall charge quarterly this entrance fee to [PARTNER]. The remaining meal amount, will be at [NAME] charge via his/her personal access badge.