**SERVICE RESEARCH CONTRACT**

**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 **CEO**

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 ENTITY *(to be completed)***

Legal form of entity: *(to be completed)*

 Trade register number: *(to be completed)*

Hereinafter referred to as: **PARTNER**

 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.

*Presentation of the INRAE ​​unit or research infrastructure carrying out the work under this contract (service unit, experimental unit, collective scientific infrastructure etc.)*

*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®.*

The PARTNER is specialized in……………………… (*Presentation of the Partner*)

The PARTNER is interested in INRAE’s ​​technology and know-how for …………………………

On this basis, the PARTNER wishes to entrust INRAE ​​with carrying out research work on ………………………………… (*hereinafter referred to as the “Project*”).

 [*Optional*: Within the framework of this Project, INRAE ​​and the PARTNER signed a non-disclosure agreement on …………… in order to initiate discussions on the feasibility of the Project and its implementation modalities].

The purpose of this contract (*hereinafter referred to as the "Contract*") is to establish a cooperation between INRAE and the PARTNER and to define the rights and obligations of the Parties during the duration of the Contract, then on the results obtained.

IT IS AGREED THAT:

# ARTICLE 1 – SUBJECT MATTER OF THE CONTRACT

The purpose of this Contract is to define the terms under which INRAE shall carry out the Project as described in Appendix 1 of the Contract.

# ARTICLE 2 –IMPLEMENTATION

## 2.1. Work schedule and allocation of work

The work schedule and the list of deliverables are specified in Annex 1 of the Contract.

## 2.2. Means implemented and cost of the operations

INRAE undertakes to make its best efforts to carry out the research work by implementing all necessary means for this execution. However, the PARTNER recognizes that any research work includes contingencies. Thus, INRAE shall carry out the technical program in accordance with Appendix 1 of the Contract but does not guarantee that the results will meet PARTNER's expectations.

INRAE undertakes to inform the PARTNER of any difficulty or deadlock situation that may be encountered during meetings between the scientific managers.

The cost of the operations is specified in Annex 2 and in Article 4 of this Contract.

**2.3. Staff Recruitment to carry out work**

In order to carry out the work planned in the framework of the Project, INRAE may recruit personnel on fixed-term contracts, by allocating a part of the sum paid by the PARTNER to the remuneration of personnel.

This part includes a provision intended to cover the costs incurred by the payment, if necessary, of the allowances for loss of employment. The use by INRAE of the sum paid by the PARTNER is not subject to any time limit, nor to the provision of supporting documents.

**2.4. Supply or exchange of MATERIAL**

In the event of exchanges or transfers of material within the framework of the Project (*hereinafter referred to as the “Material”*), the Parties agree to sign a traceability form and to use the model attached in Appendix 4 of this Contract for this purpose.

In particular, in case of exchange or transfer of genetic resources within the framework of the Contract, the PARTNER undertakes to carry out the formalities of access for the use of genetic resources and/or associated traditional knowledge for the implementation of the Project.

**ARTICLE 3 - SCIENTIFIC OFFICERS AND MEETINGS**

**3.1. Scientific leaders**

The realization of the Project is carried out by INRAE under the scientific responsibility of Mr ......

The correspondent of the Project at the PARTNER is M ......

The Parties reserve, during the execution of the Project, the possibility of replacing any person initially designated by any other collaborator of the same qualification, provided that the other Party is notified in writing beforehand.

**3.2. Meetings and reports**

Working meetings between INRAE and the PARTNER shall be held every six (6) months. In addition, INRAE shall send to PARTNER, (...) interim reports at the following dates:

- .................................

- .................................

- .................................

and a final summary report in the month preceding the expiration or early termination of the Contract.

**ARTICLE 4 - FINANCIAL TERMS**

In return for the commitments made by INRAE within the framework of the Contract, the PARTNER undertakes to pay INRAE the sum of .... excluding VAT, plus the amount of VAT applicable at the rate in force on the date of the invoice.

The said sum will be paid on presentation of an invoice by INRAE to

**Mr. Second Accounting Officer of the Research Center**

**ETABLISSEMENT de [*to be completed*]**

**Public Treasury IBAN No. [*to be completed*].**

The above-mentioned sum will be paid according to the following schedule:

- ................... Euros (excl. VAT) upon signature of this Contract

- ................... Euros (excl. VAT) at ...... [date 1]

- ................... Euros (excl. VAT)...... [date 2]

**ARTICLE 5 - CONFIDENTIALITY**

Confidential Information means all confidential information communicated during the negotiation or performance of the Contract (a) relating to the Project and marked "confidential", received from the other Party either in writing or orally and confirmed in writing within 30 days, as well as (b) information gathered during exchanges with the other Party and which does not relate to the Project

5.1. Each Party undertakes, except with the prior written agreement of the other Party, to :

* to keep the Confidential Information strictly confidential,
* not to use the Confidential Information for any purpose other than to carry out the Project and the exploitation of the results,
* not to disclose the Confidential Information to third parties,
* transmit the Confidential Information under its responsibility only to personnel directly involved in this Contract.

5.2. Information shall not be considered confidential if the Party that receives it can prove that:

* it was in the public domain at the time of its communication, or
* it subsequently fell into the public domain other than through a breach of this confidentiality obligation, or
* it already had them before its communication, or
* it was freely received from a third party authorized to disclose it, or
* it is legally required to disclose it.

5.3. The undertakings in this article shall be valid for the duration of this Contract and for five (5) years following its expiration.

As an exception to this term, the Parties' Background, as defined in Article 7.1 and listed in Appendix 3 of this Contract, shall remain confidential until it enters the public domain.

**ARTICLE 6 - PUBLICATION AND COMMUNICATION OF RESULTS**

**6.1. Publication and communication by INRAE**

For the duration of the Contract and two (2) years following its expiry, any publication or communication project by INRAE concerning the Results of the Project must be submitted to the prior agreement of the PARTNER. The latter will have a period of one (1) month from the date of the submission to communicate its decision. Without a response from the PARTNER within this period, the disclosure will be deemed authorized.

In the event that the Results are likely to lead to the filing of a patent application, secrecy shall be maintained until the filing date. The Parties may decide to 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 the Results and additional results aimed to support the patent application

The researchers retain the possibility of reporting their work and Results in the activity report that they must periodically submit to their evaluation body.

Results relating to risks to public health and/or the environment may be freely communicated to the public authorities concerned, after informing the PARTNER.

INRAE may freely publish the Improvements to its Background.

**6.2. Publication and communication by the PARTNER**

Unless otherwise specified by INRAE, any publication or communication by the PARTNER relating to the Results of the Project shall indicate that such Results were obtained by INRAE. Under no circumstances shall PARTNER disclose the Background and Improvements developed by INRAE.

**6.3. Names / Trademarks / Logo**

In general, any use or mention of the names and/or trademarks or logo of one of the Parties in communications related to this Contract shall in all cases be subject to the express prior authorization of the Party cited.

The Parties undertake to reproduce the visual identities of the other Party in a clear and visible manner and without alteration, i.e. in strict compliance with the wording, proportions, graphics and colors, and therefore in compliance with their graphic charters as subsequently distributed between the Parties.

**ARTICLE 7 - OWNERSHIP OF BACKGROUND AND RESULTS**

**7.1. Ownership of Background**

Background means all technical and/or scientific information and knowledge, and all intellectual property rights arising therefrom, necessary for the execution of the Project or the exploitation of the Results, belonging to or held by a Party prior to the effective date of the Contract or obtained independently of the execution of the Project and over which it holds rights of use.

Each Party shall retain ownership of its Background listed in Appendix 3 of the Contract. The Parties shall also indicate therein any restrictions on the use of such Background.

Any improvement in the characteristics or properties of Background dependent on it, i.e. that cannot be implemented without using such Background, obtained during the execution of the Project between the Parties and relating to the Project, hereinafter "Improvement", shall be the property of the Party that owns the Background concerned.

**7.2. Ownership of Results**

Subject to the application of Article 7.1 concerning Improvements, ownership of the Results shall belong to the PARTNER, after payment of the amounts mentioned in Article 4. In this regard, the PARTNER shall be free to protect the Results as it sees fit.

Results shall mean all technical and/or scientific information and knowledge, of whatever nature and in whatever form, resulting from the execution of the Project, whether or not protected or protectable by an intellectual property right, while excluding the Improvements to INRAE's Background concerned which are the property of INRAE.

In the event of filing a patent application, the PARTNER undertakes to mention on all documents the names of INRAE's inventors, respecting their moral rights to the invention to which they have contributed.

**ARTICLE 8 - USE / EXPLOITATION OF RESULTS**

8.1. As owner of the Results, the PARTNER may freely use and exploit the Results.

Similarly, as owner of the Improvements to its Background, INRAE shall be free to use and exploit them.

8.2 The Parties shall be free to use all Results for their own research purposes, alone or in collaboration with an academic third party.

In case of research collaboration with a non-academic third party, each Party shall obtain the prior agreement of the other Party before any use of the Results.

8.3. Should INRAE's Background and Improvements be necessary for the exploitation of the Results, exploitation rights may be granted by INRAE to the PARTNER, subject to third party rights, under conditions, in particular financial terms, to be determined by mutual agreement.

It is specified that INRAE has mandated its subsidiary, INRAE TRANSFERT, for the valorization of its results. Consequently, the latter is authorized to negotiate, sign and manage licensing and exploitation agreement on behalf of INRAE.

**ARTICLE 9 - DURATION OF THE CONTRACT**

This Contract shall have a duration of ........ as from its signature by all Parties.

At the end of its term, it shall automatically terminate, the Parties expressly excluding any tacit renewal. Any extension of the duration may only be made by the signature of an amendment.

**ARTICLE 10 - ASSIGNMENT OF THE CONTRACT**

This Contract is concluded intuitu personae. It is personal, non-transferable and non-transferable.

In the event of merger, absorption, transformation of the PARTNER, transfer of activity to an entity other than the Affiliate, this Contract may not be transferred without the prior written consent of INRAE. In all cases, the transfer shall be notified to INRAE by registered letter with

an acknowledgement of receipt.

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**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.

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 - LIABILITY - INSURANCE**

Each of the Parties shall remain liable, under the conditions of common law, for any damage that its personnel may cause to the other Party or to third parties during the performance of the Contract.

Each of the Parties shall be responsible for the coverage of its personnel in accordance with the applicable social security legislation and the occupational accident and illness scheme to which they are subject and shall carry out the formalities required of them.

The Parties acknowledge that the Background, the Results and any other information communicated by one Party to the other within the framework of the Project are communicated as is, without any guarantee whatsoever. They are used by the Parties in the framework of the Project at their sole cost, risk and peril, and consequently, neither Party shall have any recourse against the other Party, nor its personnel, for any reason whatsoever and for any reason whatsoever, by reason of the use of this Background, these Results and this other information, including in the event of recourse by a third party invoking infringement of its intellectual property rights.

Each Party shall, where necessary, take out and maintain in force the necessary insurance policies to cover any damage to property or persons that may occur in the course of the Project. By exception, the rule that "the State is its own insurer" shall apply to INRAE.

**ARTICLE 12 - TERMINATION OF THE CONTRACT**

12.1. This Contract may be terminated by either Party in the event of non-performance by the other of one or more of the obligations contained in its various clauses. Such termination shall not become effective until three (3) months after the complaining Party has sent a registered letter with acknowledgement of receipt setting out the grounds for the complaint, unless within this period the defaulting Party has fulfilled its obligations or provided proof of an impediment resulting from an event of force majeure.

The exercise of this right of termination does not exempt the defaulting Party from fulfilling the obligations entered into up to the date on which the termination takes effect, subject to any damages suffered by the complaining Party as a result of the early termination of the Contract.

12.2. The Contract shall be terminated as of right in the event that the PARTNER is the subject of receivership or liquidation proceedings, after formal notice has been given to the administrator, subject to the provisions of Article L. 621-28 of the French Commercial Code. This Contract shall also be terminated automatically in the event of the termination of the PARTNER's business, dissolution or liquidation.

12.3. The PARTNER 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 scientific leadersas specified below. The PARTNER shall send a written notification to INRAE, with the justification of its request. From the date of receipt of the notification, the representatives of the Parties undertake to meet 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 written decision of Parties representatives.

During this period, INRAE's scientific leader shall submit to the PARTNER a written summary report of the work already carried out, and the PARTNER 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, the PARTNER 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.

12.4. The expiration, termination or cancellation of this Contract shall not affect the provisions of Articles 5, 6, 7 and 8 above, as long as the rights and obligations described therein continue to be effective between the Parties.

12.5. In the event of early termination, for whatever reason, the total remuneration due to INRAE shall correspond at least to the work performed in accordance with the terms of the Contract, and, if applicable, to the work required to complete the work in progress, which shall be defined by mutual agreement, as well as the sums irrevocably committed by INRAE under the Contract and prior to notification of termination.

**ARTICLE 13 - APPLICABLE LAW - DISPUTES**

This Contract shall be governed by French law.

In the event of difficulty in the interpretation or performance of this Contract, the Parties shall endeavor to resolve their dispute amicably.

In case of persistent disagreement, the Parties shall refer the matter to the competent French courts.

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,

* **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:**  |  |
|

|  |  |  |  |
| --- | --- | --- | --- |
|   |  **FULL COSTS (€) FOR INRAE** | **INRAE CONTRIBUTION**  | **PARTNER FINANCIAL CONTRIBUTION** |
| **Person** |
| Permanent staff  |   |   |   |
| non permanent staff  |   |   |   |
| staff total  |   |   |   |
| **Others specific expenses** |
| Current FonctionnementFunctionnary costs  |   |   |   |
| Subcontractors |   |   |   |
| TECHNOLOGY PLATEFORMS EXPENDITURES |   |   |   |
| Equipments  |   |   |   |
| Travel |   |   |   |
| Others |   |   |   |
| Others specific expenses Total  |   |   |   |
| Subtotal |   |   |   |
| Structure and environnement fees |   |   |   |
| General Total  |   |   |   |
| Division of budget  |   |   |   |

 |  |

**ANNEX 3: LIST OF BACKGROUND**

**INRAE:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **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**  |
|  |  |  |  |  |  |

**PARTNER:**

**ANNEX 4 : TRACEABILITY SHEET**

**(= Material transfer agreement)**

INRAE and le PARTNER signed a service research Contract for carrying out *[to be completed]*. It is understood that this agreement is subject to and will fully comply with the provisions of the service 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 service research contract signed between the Parties as identified in the form, hereinafter referred to as « The Service Research Contract ».

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

**5** 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 Service Research Contract.

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

**7** 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.

**8** 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 Service 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.

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

**10** 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.

With respect to ABS (Access and Benefit sharing)obligations, pursuant to the Service Research Contract, any declaration or authorization related to the use of the MATERIAL shall be the responsibility of PARTNER.

**11** 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.

**12** 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.