****

2018

Collaboration agreement

|  |  |
| --- | --- |
| PROJECT : | Project title |



The undersigned:

REPRESENTATIVES OF MOROCCAN UNIVERSITES:

* ***(Name of the University)***, represented by ***(Name of the University representative)***

Hereinafter referred to as « ***(Denomination)*** ».

* ***(Name of the University)***, represented par ***(Name of the University representative)***

Hereinafter referred to as « ***(Denomination)*** ».

* ***(Name of the University)***, represented par ***(Name of the University representative)***

Hereinafter referred to as « ***(Denomination)*** ».

REPRESENTATIVES OF MOROCCAN COMPANIES:

* Enterprise ***(Name of the enterprise)*** company ***(Type)*** with a capital of ***(00 000 000 EUR)*** whose head office is located at ***(Head office address)*** registered under the number ***(Registration number)*** in company register ***(Register)*** represented by ***(Representative of the enterprise)*** in his capacity as ***(Capacity of the enterprise representative)***.

Hereinafter referred to as « ***(Denomination)*** ».

* Enterprise ***(Name of the enterprise)*** company ***(Type)*** with a capital of ***(00 000 000 EUR)*** whose head office is located at ***(Head office address)*** registered under the number ***(Registration number)*** in company register ***(Register)*** represented by ***(Representative of the enterprise)*** in his capacity as ***(Capacity of the enterprise representative)***.

Hereinafter referred to as « ***(Denomination)*** ».

* Enterprise ***(Name of the enterprise)*** company ***(Type)*** with a capital of ***(00 000 000 EUR)*** whose head office is located at ***(Head office address)*** registered under the number ***(Registration number)*** in company register ***(Register)*** represented by ***(Representative of the enterprise)*** in his capacity as ***(Capacity of the enterprise representative)***.

Hereinafter referred to as « ***(Denomination)*** ».

On one hand,

And:

REPRESENTATIVES OF SPANISH COMPANIES:

* Enterprise ***(Name of the enterprise)*** company ***(Type)*** with a capital of ***(00 000 000 EUR)*** whose head office is located at ***(Head office address)*** registered under the number ***(Registration number)*** in company register ***(Register)*** represented by ***(Representative of the enterprise)*** in his capacity as ***(Capacity of the enterprise representative)***.

Hereinafter referred to as « ***(Denomination)*** ».

* Enterprise ***(Name of the enterprise)*** company ***(Type)*** with a capital of ***(00 000 000 EUR)*** whose head office is located at ***(Head office address)*** registered under the number ***(Registration number)*** in company register ***(Register)*** represented by ***(Representative of the enterprise)*** in his capacity as ***(Capacity of the enterprise representative)***.

Hereinafter referred to as « ***(Denomination)*** ».

* Enterprise ***(Name of the enterprise)*** company ***(Type)*** with a capital of ***(00 000 000 EUR)*** whose head office is located at ***(Head office address)*** registered under the number ***(Registration number)*** in company register ***(Register)*** represented by ***(Representative of the enterprise)*** in his capacity as ***(Capacity of the enterprise representative)***.

Hereinafter referred to as « ***(Denomination)*** ».

One the other hand,

1. Presentation of partner 1.
2. Presentation of partner 2.
3. ...
4. Presentation of partner n.
5. The Parties have submitted a joint tender to IRESEN / CDTI within the framework of the call for R&D projects called **“INNO ESPAMAROC ENERGY”**. The project is entitled (Project title), hereinafter referred to as « the Project ».
6. The call for projects from IRESEN / CDTI provided that the parties are required to enter into a collaboration agreement, hereinafter referred to as "the Convention", specifying the roles and responsibilities of the project partners.
7. The Parties believe in the value of the project and show their willingness to work for the development of a successful partnership, hereinafter referred as to “Partnership”, which is in line with their mutual aspirations and common interests within the framework of the call for proposals of IRESEN / CDTI
8. The Parties wish to build a sustainable and useful Partnership based on research, development, innovation and valorisation.
9. The act of (Name of the coordinator) under the present agreement shall be the part in charge of the Project coordination throughout the duration of the Project,
10. The action of (Name of the Moroccan coordinator), under the present agreement, shall be the part in charge of the coordination of all the tasks of the Project related to the Moroccan partners throughout the duration of the Project,
11. The action of (Name of the Spanish coordinator), under the present agreement, shall be the part in charge of the coordination of all the tasks of the Project related to the Spanish partners throughout the duration of the Project.

HAVING REGARD TO THE AFORESAID, THE FOLLOWING HAS BEEN AGREED AND DECIDED:

#  Purpose

The present Agreement aims to clarify certain rights and obligations of the Parties within the framework of the Project completion, and to define the conditions and procedures under which the Parties shall support IRESEN / CDTI on Research and Development within the framework of the Project.

The project involves ***(Project summary description)***

The Project is built around the followingWork packages (WPs):

1. ***(Title of WP1)***
2. ***(Title of WP2)***
3. ***…***
4. ***(Title of WPn)***

Each 6 months, progress report of the project has to be delivered to IRESEN.

# Duration

The present Agreement shall take effect when the suspensive condition referred to in Article 13 of this Agreement is fulfilled and shall terminate upon the finalization of the Project, as agreed between the Parties and IRESEN / CDTI

# Obligations and Parties

By virtue of this Agreement, The Parties agree and accept, in accordance with their own competence, to put their resources and skills into the Project. The modalities of implementing these resources and skills are specified in an annex to be attached hereto in case the Project is accepted by IRESEN / CDTI. The contributions of each Party shall schematically be as follows:

## Contributions of scientific partners

The ***(Number of scientific partners)*** scientific partners that are Parties in this Agreement shall participate in the research stated in the Project as defined in Article 1 and detailed in the proposal by the work packages ***(List of WPs in which scientific partners intervene)***

### Contribution of Moroccan partner N°1

***(Description of the scientific partner contribution)***

### Contribution of Moroccan partner N°2

***(Description of the scientific partner contribution)***

## Contributions of Moroccan industrial partners

The ***(Number of industrial partners)*** companies shall participate in the Project through the following contributions:

### Contributions of partner N°3

***(Description of the industrial partner contribution)***

### Contribution of partner N°4

***(Description of the industrial partner contribution)***

## Contributions of Spanish industrial partners

The ***(Number of industrial partners)*** companies shall participate in the Project through the following contributions:

### Contributions of partner N°4

***(Description of the industrial partner contribution)***

### Contribution of partner N°5

***(Description of the industrial partner contribution)***

#  Project financing

The overall cost of the Project is (***Total Project Cost)*** EUR, it is understood that the funds requested from IRESEN / CDTI for the Project is (***Amount of funds requested from IRESEN and CDTI***) EUR, while the remaining amount of the Project will be covered by partners as follows:

* Contribution of the partner N°1 : ***(Name of the partner)*** = ***(Amount of the contribution)*** EUR
* Contribution of the partner N°2 : ***(Name of the partner)*** = ***(Amount of the contribution)*** EUR
* …
* Contribution of the partner N°n : ***(Name of the partner)*** = ***(Amount of the contribution)*** EUR

# Consortium Committee

A monitoring committee involving all members of the Consortium, hereinafter referred to as «Consortium Committee» is established in order to ensure the steering and monitoring of the entire Partnership.

This Committee shall consist of a contact person of each Party and will be chaired by a representative of ***(Establishment of the coordinator)***, in his capacity as project coordinator.

* Contact person for ***(Name of the establishment)*** is Mr/Ms ***(Name of the representative)***,
* Contact person for ***(Name of the establishment)*** is Mr/Ms ***(Name of the representative)***,
* …
* Contact person for ***(Name of the establishment)*** is Mr/Ms ***(Name of the representative)***.

The Moroccan coordinator shall be in charge of the coordination of all the tasks of the Project related to the Moroccan partners.

The Spanish coordinator shall be in charge of the coordination of all the tasks of the Project related to the Spanish partners.

The Moroccan and Spanish coordinators will be chaired by the coordinator of the Project.

The Consortium Committee may call, whenever necessary, team members of the Parties to assist the same in its monitoring missions and may also make a suggestion likely to strengthen the Partnership forming the subject matter hereof. It shall meet as often as necessary to take stock of the implementation of this Agreement, and at least once per quarter (the meetings can be done by different forms: conf calls, workshops, ...).

The Consortium Committee aims to:

* Coordinate all cooperation activities under the Partnership,
* Develop and present priority axes in terms of the actions to be taken under the present,
* Implement the decisions of the Consortium Committee,
* Convene quarterly meetings of the Consortium Committee,
* Receive any request or respond to any need related to the Partnership or the execution of the present.

In addition, the Parties agree to hold a progress meeting scheduled one (1) year of the implementation of the present, in order to take stock of the Partnership and the outlook for next steps.

Twice a year, the Consortium Committee shall review the activities of the Project with an analysis and evaluation of the progress of each activity based on deliverables.

Once a year, a seminar shall be organized during which researchers will present the progress of current research within the framework of the Project.

# Industrial and Commercial Property (ICP)

## Pre-existing ICP:

Any ICP duly registered in the name and on behalf of each Party, before the Project subject of the present, remains its exclusive property and shall be indisputable in this respect.

The Parties agree that, as for industrial and commercial property belonging to them before the initiation of the Project, this Agreement does not transfer or confer to any of the Parties the rights of industrial and commercial property on trademarks, logos, products and services of other Parties. Therefore, all brands, logos, products and services belonging to each Party under this Agreement shall remain their exclusive property and may not be used by any of the other Parties or on their behalf without prior written consent of the Party concerned. Moreover, any use of the image and / or logo of any Party by the other Party shall be subject to prior written authorization of the Party wishing to make such use. Otherwise, no Party shall in any case use to their account the image and logo of the other Parties.

## ICP developed throughout the Project:

Any technology, product, process, invention or formula that has been developed or codevelopped by Moroccan partners, and implemented during the course of the Project will be the joint property of IRESEN (up to 40%) with Moroccan Parties as a Consortium, and any resulting patent will be filed on behalf of IRESEN (up to 40%) and the Consortium, unless it decides otherwise and in writing by mutual agreement between the Parties.

Therefore, any filed patent resulting technology transfer and development shall be for the benefit of IRESEN (up to 40%) and the Moroccan partners of the Consortium, unless it is decided otherwise and in writing by mutual agreement between the Parties.

#  Transfer

This Agreement, as well as the rights and obligations hereunder may not be assigned, granted, delegated, subcontracted, and transferred in any way by one Party to the other or to a third party without the express and prior consent of other Parties and after having informed IRESEN and CDTI and obtaining its agreement.

# Termination

In case one of the Parties fails to comply or materially breach one or more provisions of the present Agreement, unprepared within fifteen (15) days of receipt of notification by registered letter with acknowledgment of receipt sent by / the Party (ies) to the defaulting Party (ies), notifying the failure (s) in question and giving notice to the defaulting Party (ies) to fulfill its / their obligation (s), the Party (ies) may by right terminate the present and end the execution of their contribution within the framework of the Project, notwithstanding any appeal by legal means if the breach in question of the defaulting Party (ies) has caused serious harm to the injured Party (ies).

The Parties shall make their best efforts to complete the execution of their contribution to the Project throughout its duration, and avoid sudden or early termination of this Agreement.

# Amendment

Suggestions for amendment in connection with any provision of this Agreement shall be proposed in writing and argued by the requesting party to the ***(Name of the coordinator)*** who, in his capacity as coordinator of the Project, will initiate the discussion on the said suggestion. Any amendment arising therefrom should be a result of a mutual agreement between the Parties in coordination with IRESEN and CDTI, and shall be subject of prior written amendment signed by the Parties.

# Confidentiality

All non-public confidential information concerning the business, technology, research conducted within the framework of the Project, the internal structure and strategies that are communicated or transmitted in tangible form, by one Party to the other Party including data, drawings, specifications, patent information, documentation and information of any kind and in any form whatsoever, are and remain the property of the providing Party.

The staff of each Party as that of IRESEN and CDTI is subject to the obligation of discretion and confidentiality with regard to information collected or which they had access to, and that are owned by the Parties within the framework of the Project.

# Independence

It is expressly excluded that this Agreement may constitute or give rise to any association, De facto or De jure corporations between the Parties and / or IRESEN / CDTI, each Party shall act in an independent and unrelated capacity apart from the strict rights and obligations binding the Parties by virtue of the Project and the present.

Independence of the Parties is one of the essential conditions for the conclusion of this Agreement.

# Settlement of Disputes

Any disagreement or dispute concerning the validity, interpretation or performance of this Agreement shall, failing amicable agreement between the Parties, be submitted to arbitration in accordance with the Moroccan and Spanish Codes of Civil Procedures.

More generally, the Parties and IRESEN / CDTI undertake to make their best efforts to amicably settle all disputes between them concerning this Agreement or ancillary agreements that may result hereto.

The Parties have definitely understood that the version of this Agreement that shall prevail is the version drafted in English.

# Suspensive Condition

The present Agreement is concluded between the Parties under the suspensive condition providing that IRESEN / CDTI shall accept the aforementioned research Project and sign the required agreement with the Stakeholders of the present Agreement.

**MOROCCAN PARTNERS**

Signed in ***(City)*** on ***(Date)***

|  |  |
| --- | --- |
| **Representative**Establishment | **Representative**Establishment |
|  |  |
| **Representative**Éstablishment | **Representative**Establishment |
|  |  |
| **Representative**Éstablishment | **Representative**Establishment |
|  |  |

**SPANISH PARTNERS**

Signed in ***(City)*** on ***(Date)***

|  |  |
| --- | --- |
| **Representative**Establishment | **Representative**Establishment |
|  |  |
| **Representative**Éstablishment | **Representative**Establishment |
|  |  |
| **Representative**Éstablishment | **Representative**Establishment |
|  |  |