

TEMPLATE**UNPAID VISITING SCIENTIST AGREEMENT****No. 34.JRC.D.4.2021**

The Joint Research Centre of the European Commission,
represented for the purpose of signing this agreement by Mr Alan BELWARD, Acting Director
of the Directorate D – "Sustainable Resources", duly entitled to sign,

(hereinafter referred to as '**the JRC**'),

and

Universitat Rovira i Virgili, with the registered address at Carrer de l'Escorxador s/n, 43003,
Tarragona, Spain, represented for the purpose of signing this agreement by Ms. María José
FIGUERAS SALVAT, Rector of the University by virtue of her appointment through Decree
32/2018, of 7 June (DOGC 7638, of 8 June 2018), who represents this institution in accordance
with the competencies established in article 66 of the Statute of the URV, which was approved
by Decree 202/2003, of 26 August (DOGC 3963, of 8 September 2003), and modified by the
Agreement GOV/23/2012, of 27 March (DOGC 6100, of 2 April 2012), duly entitled to sign,

(hereinafter referred to as '**URV**')

Hereafter referred to individually as '**the Party**' and collectively as '**the Parties**'

WHEREAS:

As the Commission's in-house science service, the Joint Research Centre's mission is to provide EU policies with independent, evidence-based scientific and technical support throughout the whole policy cycle. Working in close cooperation with policy Directorates-General, the JRC addresses key societal challenges while stimulating innovation through developing new methods, tools and standards, and sharing its know-how with the Member States, the scientific community and international partners. Key policy areas include: environment and climate change; energy and transport; agriculture and food security; health and consumer protection; information society and digital agenda; safety and security, including nuclear; all supported through a cross-cutting and multi-disciplinary approach.

Through Directorate D.4, the JRC conducts research in the field of economics of agriculture with advanced economic modelling tools, statistical methods, and easy data access. Among activities, it provides macro and micro socio-economic analyses of the agri-food sectors and bioeconomy including rural development, food security, trade and technological innovation in the EU and globally but also with special emphasis on Africa.

URV is a public higher education institution with a widely recognized record in providing teaching and research in the South of Catalonia. The URV is one of the youngest leading universities in Catalonia and in the European area for the quality of its teaching, its commitment to continuous training and the excellence of its research, development and innovation. Its objectives focus on the generation of knowledge ensuring quality R&D&I activities and the provision of education to society in order to contribute to the social and economic development of its environment, producing highly qualified and discerning professionals and citizens.

HAVE AGREED AS FOLLOWS:

ARTICLE 1 – OBJECTIVES OF THE AGREEMENT

- 1.1 Ms. Valeria Ferreira Gregorio, who will held a Post-doc position at the URV from February, the 1st 2022 until January, the 31st, 2024, hereinafter referred to as 'the Visiting Scientist', will be invited to the JRC as an unpaid visiting scientist on a part time basis. The Visiting Scientist will be assigned to the D.4 Unit of the Directorate for Sustainable Resources of the JRC, located at Seville, Spain.
- 1.2 During her stay, the Visiting Scientist will perform the work described in the work programme attached to the present Agreement (Annex 1).
- 1.3 An invitation to the JRC does not create in any way an employment relationship between the JRC and the Visiting Scientist. There will be no transfer of money between the Parties in connection with this Agreement.

ARTICLE 2 – ENTRY INTO FORCE AND DURATION

- 2.1 The present agreement will start on **01/02/2022** and will end on **31/01/2023**. The duration of an invitation should not normally exceed 12 months. The competent Director may renew the invitation only for subsequent period of maximum 12 months only with the express written agreement of the Parties before such period elapses. Any further extension may only be granted by the Director-General of the JRC.

ARTICLE 3 – PRACTICAL ARRANGEMENTS

- 3.1 During her stay, the Visiting Scientist shall comply with the rules and regulations (including those relating to safety) in force at the hosting organisation and shall follow the technical instructions given by the designated representative of that organisation. the Visiting Scientist shall, comply with the rules attached to the present Agreement (Annex 2) and sign the declaration attached to the present Agreement (Annex 3).
- 3.2 The host Party will assist, as much as possible, in meeting the professional needs of the Visiting Scientist, including providing access to institutional facilities and equipment which may be used by the Visiting Scientist within the context of the regulations in force at the host site.

- 3.3 The Visiting Scientist shall obtain a permit to stay if required by the national legislation of the country where the host JRC site is located.
- 3.4 The JRC services will issue daily entrance permits in case the stays are limited to a maximum 5 daily visits per month or an entry pass valid for the period indicated in this Agreement upon prior verification if the Visiting Scientist is in the possession of a permit to stay.

ARTICLE 4 – LIABILITY

- 4.1 Each Party shall bear its own loss, damage or injury of non-nuclear origin arising from the performance of this Agreement. If the loss, damage or injury is caused by the other Party or by its personnel, such Party will be liable for it.
- 4.2 Each Party shall be exclusively liable for any loss, damage or injury of non-nuclear origin caused by it or its personnel to third parties, arising out of the performance of the Agreement.
- 4.3 Each Party shall indemnify the other Party for all liability in respect of any action for damages brought by third parties and caused by it or their respective personnel in the course of the performance of this Agreement.
- 4.4 Any liability for loss, damage or injury of nuclear origin will be determined by the legislation of the state in which the installation, which is at the origin of the loss, damage or injury, is located.

ARTICLE 5 – PROTECTION OF THE RESULTS OF THE COOPERATION

- 5.1 Intellectual Property (IP), and all rights pertaining thereto, created in and for the performance of the present Agreement shall belong to the Party whose personnel created it. The owning Party shall have the right to use, exploit, assign or dispose of such IP at its own will and discretion, unless otherwise provided for in the present Agreement.
- 5.2 Upon termination or expiry of the present Agreement, Parties shall send each other a declaration including the list of IP which they have created in and for the performance of the present Agreement. Parties agree to grant each other rights of access and use for such IP on non-exclusive, royalty-free and non-transferable basis for internal and non-commercial purposes only.
- 5.3 Parties shall put in place appropriate means to ensure their ownership of or rights in such IP to the extent necessary for the exercise of their duties and obligations under the present Agreement, subject to the maximum achievable extent under the applicable law.
- 5.4 In case the owning Party decides to waive or abandon its rights in such IP, or decides not to protect such IP, whether patentable or not, it undertakes to inform the other Party of its decision. The other Party may decide to pursue the protection of such IP by itself,

in its own name and through its own means. For this end, Parties undertake to sign an assignment agreement particular to the IP concerned.

- 5.5 In case the IP created in and for the performance of the present Agreement cannot be clearly or reasonably separated between the Parties, or if the Parties have mutually contributed to the creation of the IP, or if it is evident that the IP created by the Parties have merged to such an extent that different parts cannot exist independently of the other, then such shall be considered as a jointly-owned IP.
- 5.6 Neither Party can dispose of, license, assign, or transfer such jointly-owned IP to third-parties without the prior written consent of the other Party in the absence of a particular joint-ownership agreement. Following the coming into existence of a jointly-owned IP, the Parties undertake to conclude a particular joint-ownership agreement to govern the terms and conditions pertaining to rights, duties and obligations of the Parties concerning the jointly-owned IP.
- 5.7 In case the collaboration performed under the present Agreement leads to the creation of results in the form of scientific, technical or academic publications, conference proceedings, reports, and similar written work authored through the involvement of the personnel of both Parties, the Parties undertake to respect each other's rights, moral or economic, and to duly acknowledge and reference the authors and contributors.
- 5.8 Neither Party can publish, disseminate, make publicly available, or disclose to a third party any result of the cooperation without prior written consent of the other Party on the manner, timing and contents of such disclosure. Consent for the foregoing may not be unreasonably withheld. Any breach of the present provision shall be considered not only a breach of the present Article but also a breach of confidentiality.
- 5.9 Provisions of the present article, and the rights, duties and obligations stipulated therein, shall remain valid and legally enforceable during the term of the present Agreement and either for a period of five years from the date of its termination or expiry or for as long as there exists a valid IP right which is subject to or governed under the present Agreement.
- 5.10 For the purpose of the implementation of this Agreement, each Party shall put in place a policy that assigns to the Party all rights in any intellectual property generated by the Party's personnel so that the Party can efficiently assert ownership as required under the present Article 5. If this is not possible under the applicable law, the policy must ensure that the Party acquires other legal rights to the intellectual property as close as possible to ownership; in that case, other provisions of this Agreement shall be interpreted in a way to accommodate the changed legal title to the intellectual property. Upon a specific request of the other Party, the Party concerned shall provide written clarifications of its policy to assert the ownership or other legal title to the intellectual property generated under this Agreement.

ARTICLE 6 – CONFIDENTIALITY

- 6.1 The Parties undertake to keep confidential any information, documentation, data, reports referred to in Article 6, or any other material communicated to them by the other

Party (i) as confidential or (ii) the disclosure of which may clearly be prejudicial to the other Party, until the information legitimately becomes publicly available through other parties or through work or actions lawfully performed outside (not based on activities under this Agreement) or has been made available to the receiving Party by another party without any confidentiality restrictions. This confidentiality obligation applies also to information communicated orally when such information shall be kept confidential, for instance in the context of information exchange through seminars and workshops.

6.2 Confidentiality of information exchanged verbally or in writing in connection with this Agreement shall be maintained for a period of five years after its expiry or termination. Notwithstanding the foregoing, any Party may indicate when communicating information to the other Party that the confidentiality of such information shall be maintained even after the said five-year period.

ARTICLE 7 – DATA PROTECTION

Any personal data included in or relating to this Unpaid Visiting Scientist Agreement, including its implementation, shall be processed by the JRC in accordance with Regulation (EU) 2018/1725. Such data shall be processed by the controller for the purposes of:

- complying with the administrative and legal procedures relevant for the implementation, management and monitoring of the Agreement (i.e. the establishment and management of its execution, including drafting, approving and ensuring legal execution of the Agreement and compliance with ancillary legal obligations) – ("Contractual Purposes");
- the execution of scientific activities in connexion with the Agreement, including the use of the Results – ("Scientific Purposes");
- regulating access to JRC sites and infrastructure in connexion with the Agreement – ("Access Purposes").

The controller is:

- For data processing for Contractual Purposes: HR.DDG.AMC.8
- For data processing for Scientific Purposes: Hosting Unit
- For data processing for Access Purposes: JRC Site Security Service

Any person whose personal data are processed by the controller for the purposes stated above in relation to the Agreement has specific rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU) 2018/1725, in particular the right to access, rectify or erase their personal data and the right to restrict or, where applicable, the right to object to processing or the right to data portability.

Should any person whose personal data are processed in relation to the Agreement have any queries concerning the processing of their personal data, they may address a request to the controller. The data subject may also address a request to the Data Protection Officer of the Commission. Data subjects have the right to lodge a complaint at any time with the European Data Protection Supervisor.

Details concerning the processing of personal data are available in the data protection notice(s) included as an Annex to the present Unpaid Visiting Scientist Agreement.

ARTICLE 8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- 8.1. This Agreement shall be governed by the substantive law of Spain.
- 8.2. Parties shall seek to settle any dispute, controversy or claim arising out of or in connection with this Agreement through amicable negotiations. Such effort shall be deemed to have failed when one of the Parties so notifies the other in writing.
- 8.3. If the Parties fail to settle their differences through amicable negotiations, each Party may initiate proceedings before the courts of Spain.
- 8.4. If the Parties fail to settle their differences in matters related to Article 5 of this Agreement through amicable negotiations, each Party may request to submit the dispute to mediation in accordance with World Intellectual Property Organization (WIPO) Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be the English language.
- 8.5. If, and to the extent that, any such dispute has not been settled pursuant to the mediation referred to in Article 8.4 within 60 days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

ARTICLE 9 – TERMINATION

- 9.1 Either Party may terminate this Agreement at any time without prior notice and without the need to specify the reasons for doing so.
- 9.2 This Agreement shall terminate automatically upon the date the cessation of Visiting Scientist's employment by UVR or withdrawal of the research grant. The sending Party shall inform the JRC of this cessation or withdrawal forthwith.

ARTICLE 10 – MISCELLANEOUS AND ANNEXES

- 10.1 All provisions of this Agreement apply without prejudice to the applicable law, including without limitation the law governing the right of public access to documents. Neither Party can claim any damages or breach of this Agreement in cases where the other Party acts according to its obligations resulting from the applicable law.
- 10.2 The following annexes shall form an integral part of the present invitation agreement:
 - Annex 1: Work Programme
 - Annex 2: Joint Research Centre rules on short-term stays by unpaid visiting scientists at JRC premises

- Annex 3: Confidentiality clause
- Annex 4: List of documents to be provided.
- Annex 5: Data protection notice(s) relating to the Unpaid Visiting Scientist Agreement: contractual purposes, scientific purposes, access purposes

Done in the English language,

For the **Joint Research Centre of the European Commission**

Done in Ispra

Signature: *Electronically signed in ARES*

Alan BELWARD
Acting Director of the Directorate D – "Sustainable Resources"
Joint Research Centre

For the **Universitat Rovira i Virgili**

Done in _____ on _____

Signature: _____

María José FIGUERAS SALVAT
Rector of the Universitat Rovira I Virgili

I hereby acknowledge the content of the present agreement and I bind myself to fulfil all obligations arising there from which are incumbent on me

Valeria FERREIRA GREGORIO

Done in _____ on _____

Signature: _____

ANNEX 1

WORK PROGRAMME

The visiting scientist will contribute to the JRC.D.4 project for development and maintenance of database in the context of the work currently done with African partner countries. So far, the team delivered internally developed SAMs and is cooperating with local researcher to develop additional ones.

She will employ her analytical skills to deal with agro-economic macro and micro databases and models that are employed for JRC research, typically to support policy DG's such INTPA (Administrative Arrangement TS4FNS – Technical Support for Food and Nutrition Security), AGRI, RTD, SANTE, TRADE and others. She will participate, support and provide her guidance in all activities related to building and maintenance of database (particularly Social Accounting Matrices –SAMs) for the unit modelling purposes and to the employment of these databases for economic analysis.

The visiting scientist will also contribute to the ongoing work in JRC.D4 related to the development, maintenance and use of a set of detailed SAMs for the EU member states to analyse their agri-food and bioeconomy sectors. The visiting scientist conducted her Ph.D. on this topic, employing JRC developed SAMs, and will bring an additional value added to this project.

ANNEX 2

Joint Research Centre rules on short-term stays by unpaid visiting scientists at JRC premises

The purpose of these Guidelines is to lay down rules for unpaid visiting scientists at the sites of the Joint Research Centre from outside the Institution.

1. Arrangements

The Director of each Directorate is responsible for permitting the unpaid stay of the visiting scientist concerned and must specify the work programme of the visiting scientist, the exact period covered by the invitation, the facilities to which the person may have access, any equipment which may be used by the person and the name of the JRC's staff responsible for the visiting scientist.

The total duration of an invitation should not normally exceed 12 months. The competent Director may renew the invitation only for subsequent period of maximum 12 months only with the express written agreement of the Parties before such period elapses. Any further extension may only be granted by the Director-General of the JRC.

An invitation to the JRC does not create in any way an employment relationship between the Commission and the visiting scientist. Visiting scientists do not have any rights other than those laid down in the documents governing their visit to the site i.e. the present rules and the confidentiality clause, all attached to the invitation agreement.

Visiting scientists must provide proof, before the beginning of their stay at the JRC site, that they are covered by sickness and accident insurance for the entire duration of their invitation. Visiting scientists must also provide all documents listed in Annex 4.

Permit to stay

The visiting scientist has to take care of obtaining a "permit to stay" if required by national laws. Local JRC Administration may help in completing the file and to establish contacts with national authorities to obtain the permit.

The invitation may be terminated, without prior notice and without the need to specify grounds, by decision of the Director responsible.

2. Entry pass

Following the signature of this agreement, an entry pass valid for the period authorised will be issued to the visiting scientist. The pass will indicate the facilities, which are covered by the invitation. It must be visibly worn at all times by the visiting scientist. The security services concerned must draw up the list of information required for such passes to be issued. Before issuing an entry pass, Security Services will verify if a request to obtain a permit to stay has been submitted to national authorities, where legally requested.

On-site access is normally allowed only during working hours of the JRC site in question but can be granted outside such hours, at the discretion of the Director of the Directorate involved, if accompanied by qualified JRC staff.

3. Confidentiality

Before an entry permit is issued, the Visiting Scientist must sign the confidentiality clause in Annex 3.

ANNEX 3

CONFIDENTIALITY CLAUSE

I bind myself to exercise the greatest discretion with regard to all facts and information coming to my knowledge in the course of or in connection with the performance of my duties as an invited person.

I shall not in any manner whatsoever disclose to any unauthorised person any document, knowledge or information that comes to my attention in the course of or in connection with the performance of my duties as an invited person, not already made public.

I pledge that I will not, whether alone or together with others, publish or cause to be published without explicit written consent of the European Commission any matter dealing with the work of the **European Union or the European Atomic Energy Community**, which consent may not be unreasonably withheld.

The commitments entered into in this declaration shall be maintained for a period of 5 (five) years following the expiry or termination of the Agreement **No. 34.JRC.D.4.2021**

Done in..... on

Name and Surname in block letters:

.....

Signature:.....

ANNEX 4

LIST OF DOCUMENTS TO BE PROVIDED BY THE VISITING SCIENTIST

1. Application form for a stay at the JRC (the initial stay cannot be longer than 12 months, with the possibility of one prolongation for a period of 12 months. Exception can be decided by the Director-General of the JRC).
2. Detailed CV.
3. Copy of passport, (visa when necessary) and permit to stay according to the laws of the Member State in which the JRC Directorate is located.
4. Certificate of employment or other relevant document ascertaining that the visiting scientist received a research grant from the sending organization.
5. Evidence of coverage for sickness and accident insurance (including any special coverage that may be required for special laboratories/facilities) for the entire duration of the stay. The proof of cover of expenses both for medical treatment and hospitalisation (forms A1 and/or S1 or equivalent insurance cover) in the country where the visiting scientist is sent should be valid for the whole period of the visit (from the first to the last day).
6. When the stay exceeds three calendar months, a valid recent and original criminal record abstract of the country or countries of which you are national AND of the country or countries where you resided for at least one year during the two years preceding the recruitment . The criminal record should be in one of the 24 official languages of the EU. A translation into English, French, German or the language of the country in which the JRC Directorate is located is recommended in order to speed up the process. If the criminal record is issued in a language other than the 24 official languages of the EU, a legalised translation into English, French, German or the language of the country in which the JRC Directorate is located is required.
For your information, a list of European equivalent criminal record extracts can be found at: http://ec.europa.eu/dgs/jrc/downloads/jrc_criminal_records_eu28.pdf.
7. The Commission reserves the right to request additional documents (e.g. criminal record extract, medical certificate, etc.) in order to ensure the compliance with all legal requirements and specific rules applicable to JRC sites.
8. Evidence of a third party liability insurance (this can be requested from any insurance company and the coverage can be minimal if no particular work in laboratories or particular scientific facilities is involved in the job description of the person concerned i.e., mainly office work).

ANNEX 5

DATA PROTECTION NOTICE(S) RELATING TO THE UNPAID VISITING SCIENTIST AGREEMENT

See documents attached containing the data protection notices concerning data processing in relation to Unpaid Visiting Scientist Agreement:

- **for Contractual Purposes – DG.HR.AMC8**
- **for Scientific Purposes- JRC.D.4**
- **for Access Purposes- JRC.R.1**