To: Eurac Research

Institute for Biomedicine

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**Proposal for a cooperative research project**

**between a private entity (“Proposer”) and the Institute for Biomedicine of Eurac Research**

|  |
| --- |
| **Proposer** |
| Entity name: |  |
| Legal form of entity: |  |
| Registered office/legal seat: |  |
| Registration office and number: |  |
| Is the Proposer an undertaking within the meaning of Article 107(1) TFEU?[[1]](#footnote-2) | [ ]  yes | [ ]  no |
| Is the Proposer a body governed by public law within the meaning of Art. 2(4) Directive (EU) 2014/24?[[2]](#footnote-3)  | [ ]  yes | [ ]  no |
|  |
| **Proposed research project** |
| *Please describe in detail the research area and topic, the scientific background and the aims of the research project.* |
|  |
| Estimated duration of the project: |  |
| Does the project require the use of any human biological samples[[3]](#footnote-4) currently in the possession or under the custody of Eurac Research? | [ ]  yes | [ ]  no |
| Does the project require the processing of any existing personal data[[4]](#footnote-5) relating to study participants or donors of biological material, which are under the controllership of Eurac Research? | [ ]  yes | [ ]  no |
| Does the project require the additional collection of any human biological samples or the collection of personal data relating to study participants or donors of biological material on the part of Eurac Research? | [ ]  yes | [ ]  no |
| Does the project require the use of any existing unpublished research data or findings in possession of Eurac Research? | [ ]  yes | [ ]  no |
| Does the project require the use of any existing intellectual property rights (“IPRs”) or of any access rights to such IPRs owned by Eurac Research? | [ ]  yes | [ ]  no |
| Does the project require animal testing on vertebrates, decapods (Decapoda), or cephalopods (Cephalopoda)?[[5]](#footnote-6) | [ ]  yes | [ ]  no |
| Does the Proposer require Eurac Research to comply with Good Laboratory Practice (GLP), Good Clinical Practice (GCP), or Good Manufacturing Practice (GMP) regulations?[[6]](#footnote-7) | [ ]  yes | [ ]  no |
|  |
| **Proposed cooperation framework** |
| Would Eurac Research be free to widely disseminate (e.g. through publication in scientific journals) any results of the cooperation which do not give rise to IPRs? | [ ]  yes | [ ]  no |
| Would Eurac Research be free to widely disseminate (e.g. through publication in scientific journals) any results of the cooperation which may give rise to IPRs, if no IPR protection is sought within one year of their achievement? | [ ]  yes | [ ]  no |
| *Please choose and fill out one of the following sections (A) or (B).* |
|[ ]  **(A) The Proposer and Eurac Research would pursue a common objective based on the division of labor, jointly define the scope of the project, participate in its design, contribute to its implementation, and share its risks.**[[7]](#footnote-8) |
|  | *Please describe how the common objective of the research would be established between Proposer and Eurac Research and how intended research outcomes would be mutually agreed.* |
|  |  |
|  | *Please describe the proposed division of labor between the Proposer and Eurac Research in performing their share of the work.* |
|  |  |
|  | Would the Proposer and Eurac Research jointly define the scope of the project, meaning that the work program or technical specifications are designed jointly and iteratively between the parties taking into account the respective interests? *If yes, please explain below.* | [ ]  yes | [ ]  no |
|  |  |  |  |
|  | Would the Proposer and Eurac Research both contribute to the joint activity’s implementation (meaning that each would devote resources, equipment, capacity, knowhow, background IP or similar elements necessary for the effective implementation of the project)? *If yes, please explain below.* | [ ]  yes | [ ]  no |
|  |  |  |  |
|  | Would the Proposer bear the full costs of the project (i.a. Eurac Research’s full project expenses and pro rata personnel and infrastructure costs), thus relieving Eurac Research of its financial risks*?* | [ ]  yes | [ ]  no |
|  | Would Eurac Research be subject to an obligation of means to exert reasonable effort to fulfil the common objective (i.e. even if at the end of the project the previously defined technical specifications are not reached, the Proposer would pay agreed costs) rather than to an obligation of results? | [ ]  yes | [ ]  no |
|  | Would the Proposer and Eurac Research share financial, technological, scientific and other risks of the project (meaning the risks associated with the project regardless of research outcomes, for example any losses, liabilities, uncertainties or potential negative effects, in case project fails)? *If yes, please explain below.* | [ ]  yes | [ ]  no |
|  |  |  |  |
|  | *Please choose one of the following:* |
|  |[ ]  Any IPRs resulting from the activities of Eurac Research would be fully allocated to Eurac Research and Eurac Research would be free to widely disseminate any results of the collaboration which do not give rise to IPRs. |
|  |[ ]  IPRs would be allocated between the Proposer and Eurac Research in a manner which adequately reflects their work packages, contributions, and respective interests. |
|  |[ ]  IPRs resulting from the activities of Eurac Research would be assigned to the Proposer but the Proposer would bear the full costs of the project (i.a. Eurac Research’s full project expenses and pro rata personnel and infrastructure costs). |
|  |[ ]  IPRs resulting from the activities of Eurac Research, or access rights to such IPRs, would be allocated to the Proposer and the Proposer would correspond a compensation to Eurac Research at least equivalent to the market price for such rights.  |
|  | *Please describe foreseeable prospects on the further use, valorization or publication of the expected results of the collaboration.* |
|  |  |
|  | *Please indicate eventual aspects of the project, or requested conditions on the collaboration framework, that may limit the possibility for Eurac Research to develop other similar collaboration projects with third parties:* |
|  |  |
|  | *Please choose one of the following:* |
|  |[ ]  To comply with transparency requirements, Eurac Research may publish the present document as well as general information on a subsequently implemented collaboration framework on its website. |
|  |[ ]  To comply with transparency requirements, Eurac Research may publish the following summary of the proposed research project as well as general information on a subsequently implemented collaboration framework on its website. *Please provide a summary below.* |
|  |  |  |
|[ ]  **(B) Eurac Research would perform contract research or provide a research service to the Proposer and in return receive an adequate remuneration.**[[8]](#footnote-9) |
|  | *Please describe the activities to be performed by Eurac Research.* |
|  |  |
|  | *Please define the requested deliverables (e.g. analysis, progress or consultancy reports, expert opinions, presence) in detail.* |
|  |  |
|  | Would the Proposer provide required biological materials? | [ ]  yes | [ ]  no |
|  | Would the Proposer provide required reagents? | [ ]  yes | [ ]  no |
|  | Would the ownership of, a share in the ownership of, or any sublicensable access rights to eventual IPRs resulting from the project remain with Eurac Research? | [ ]  yes | [ ]  no |
|  |
| **Further information** *(optional)* |
| Eventual specific conditions or legal constraints for Eurac Research requested by the Proposer regarding the cooperation framework (may be considered only when compatible with all information stated in the section “Proposed cooperation framework” above): |
|  |
| Comments pertaining to the compliance of the project and of the proposed project with applicable laws, soft-laws and best practices: |
|  |
| Comments pertaining to ethical considerations related to the proposed research project or the foreseeable scientific and/or social benefit of the project: |
|  |
| Additional comments: |
|  |
|  |
| **Attachments** |
| 1. Current commercial register excerpt of the Proposer
 |
|  |  |
| E-mail contacts for clarifications on the present project proposal: |  |
|  |
| **Confirmation**  |
| Nothing herein shall obligate the Proposer to proceed with any negotiation with Eurac Research, and the Proposer reserves the right, in its sole discretion, to terminate the discussions relating to the proposed project at any time and for any reason, including no reason. |
| The undersigned confirms to be a duly authorized legal representative of the Proposer. |
| Date |  | Name |  | Signature |  |
| Place |  | Position |  |  |  |

1. *See* EU Commission Communication 2016/C 262/01, Commission Notice on the notion of State aid as referred to in Article 107(1) of the Treaty on the Functioning of the European Union, section 2.1. [↑](#footnote-ref-2)
2. “Bodies governed by public law” means bodies that have all of the following characteristics: (a) they are established for the specific purpose of meeting needs in the general interest, not having an industrial or commercial character; (b) they have legal personality; and (c) they are financed, for the most part, by the State, regional or local authorities, or by other bodies governed by public law; or are subject to management supervision by those authorities or bodies; or have an administrative, managerial or supervisory board, more than half of whose members are appointed by the State, regional or local authorities, or by other bodies governed by public law. [↑](#footnote-ref-3)
3. Any sample of biological material from which genetic data – in the meaning of Art. 4(13) Regulation (EU) 2016/679 – characteristic of an individual can be extracted. [↑](#footnote-ref-4)
4. In the meaning of Art. 4(1) Regulation (EU) 2016/679. [↑](#footnote-ref-5)
5. Please note that the Institute for Biomedicine of Eurac Research is not allowed to carry out such research according to Province of Bolzano law n. 9/2000, art. 14. [↑](#footnote-ref-6)
6. Please note that the Institute for Biomedicine of Eurac Research cannot comply with such regulations. [↑](#footnote-ref-7)
7. In the meaning of EU Commission Communication 2022/C 414/01, “Framework for State aid for research and development and innovation”, section 2.2.2. [↑](#footnote-ref-8)
8. In the meaning of EU Commission Communication 2022/C 414/01, “Framework for State aid for research and development and innovation”, section 2.2.1. [↑](#footnote-ref-9)