

**COLLABORATION AGREEMENT BY AND BETWEEN UNIVERSITY OF GUELPH AND UNIVERSITAT DE VALÈNCIA - ESTUDI GENERAL, FOR THE IMPLEMENTATION OF A FRAMEWORK FOR THE CREATION AND OPERATION OF A JOINT RESEARCH UNIT CALLED “UNIVERSITAT DE VALÈNCIA – UNIVERSITY OF GUELPH JOINT RESEARCH UNIT”**

**THE PARTIES,**

**UNIVERSITAT DE VALÈNCIA - ESTUDI GENERAL** (hereinafter UV), VAT no. 4618001-D, with headquarters at Avda. Blasco Ibáñez, 13, Valencia, represented by **Prof. Esteban Morcillo Sánchez** PhD, in his position as University Principal.

**UNIVERSITY OF GUELPH** (hereinafter U of G), GST no. 10816 1829 RT0001 and registered address at 50 Stone Road East, Guelph, ON N1G 2W1, represented by **Prof. John Livernois** in his position as Associate Vice-President (Research Services).

(hereinafter individually referred to as a “Party” and jointly referred to as the “Parties”)

agree as follows:

**WHEREAS**

1. The Universities Acts (Spain’s Ley Orgánica de Universidades 6/2001, of 21 December and Ley de la Ciencia, la Tecnología y la Innovación 14/2011, of 1 June), in general, and the Bylaws of the UV, in particular, encourage scientific and technological cooperation between universities and public and private research centres, setting up a framework that favours the creation of joint research units and centres on the basis of legally established procedures..
2. The Universitat of València has a research group called Research Group on Social Welfare Policy (Polibienestar), headed by Professor Jorge Garcés, its main research areas are innovation in social technology, technical advising and training in the social policy field.
3. The University of Guelph, through its Centre for Cross-Cultural Research (CCCR) headed by the Associate Professor Saba Safdar, Ph.D. working for the Department of Psychology, develops research lines in the area of intercultural psychology.
4. U of G, through CCCR, and UV, through Polibienestar, develop similar and complementary research lines in the field of intercultural relations.
5. With a view to pooling research efforts to boost their research activity and so achieve scientific valorisation in the area of Intercultural Relations, U of G and UV wish to enter into a Collaboration Agreement intended to set up a Joint Research Unit called “The Universitat of València – University of Guelph Joint Research Unit”, hereinafter the “Joint Research Unit.

Based on the above, the Parties agree as follows:

## ARTICLES

### 1.- Object and Scope of the Agreement

This Agreement sets out the terms and conditions governing the creation and operation of a Joint Research Unit called the “Universitat of València – University of Guelph Joint Research Unit” (hereinafter the “Joint Research Unit”).

This Agreement describes the new framework for the relationship between U of G and UV within the aforementioned Joint Research Unit, determining, inter alia, its composition (staff and material resources), the use of U of G and UV infrastructures by the Joint Research Unit's members, the Parties' potential participation in the development of joint research projects, the duties of each individual Party as regards the confidentiality of data exchanged or generated within the Joint Research Unit, Industrial Property rights relative to the research conducted by the Joint Research Unit, and the coordination of the Parties' activities in the Joint Research Unit from the health and safety viewpoint.

### 2.- Operation // Research Scope

The Joint Research Unit is a research and development unit of a joint nature but without a legal status of its own.

The activities and, in general, the operation of the Joint Research Unit shall be developed on the basis of cooperation and joint actions sharing the Parties' technical means and human resources as per the terms herein and notwithstanding each organisation's autonomy and the powers of their respective governmental and administrative bodies, especially as regards staff, budget and assets.

This Agreement is not intended to be a fiscal or funds obligation document. It is recognized that the implementation of the activities contemplated by this Agreement will in every case be dependent upon the availability of necessary resources, either from within U of G and UV or from external sources. U of G and UV participation will also be consistent with their respective policies relating to international activities.

The Joint Research Unit is intended to research in the area of intercultural relations, and shall develop the following research lines:

1. Migrations and intercultural relations.
2. Acculturation and ethnic-identity.

### 3.- Joint research projects

With respect to the research lines referred to in Article 2, Polibienestar and CCCR personnel, as listed in schedules 1 and 2 of the Agreement, may carry out one or more joint research projects as members of the same research team (individually a “Joint Research Project”, collectively the “Joint Research Projects”). U of G and UV will, on a joint research project-by-joint research project basis enter into a specific agreement to clarify and define the nature,

extent and terms governing the project, including intellectual property terms that will take into account their respective intellectual property policies and collective agreements. In the event of a conflict between the terms of this Agreement and the terms of a specific agreement for a joint research project, the terms of the specific agreement shall take priority.

Proposals for a Joint Research Project will be preferably submitted by the Party at whose premises the proposed Joint Research Project will be carried out, and/or by the Party employing the Principal Investigator of the proposed Joint Research Project, always trying to ensure a reasonable balance between the Joint Research Projects presented by both Parties. Joint Research Project submission procedures will be those applicable to the Party submitting it.

The economic and financial management of Joint Research Projects funded by means of competitive external grants will be carried out by the Party who applied for them, i.e. the recipient of the funds, in line with the rule in the second paragraph of this clause. Prior to Joint Research Project proposal submission and by mutual agreement, the Parties will determine their respective duties, the allocation of funds, and the financial management procedures applicable to the Joint Research Project, as well as the assignment and/or ownership of any materials (subject to become inventory items) that may be purchased within the framework of the Joint Research Project. No work on a Joint Research Project shall commence until the parties have entered into a specific agreement governing the performance of the Joint Research Project signed by the authorized signatory(ies) of each Party.

Nothing in this Agreement shall prevent a Party, or a person listed in schedules 1 or 2, from carrying out research related to the research lines referred to in Article 2 independently of the other Party or other persons listed in schedules 1 or 2, or from entering into contracts for the purpose of research, scientific, technical, training or service activities with third parties, in which a person or persons listed in schedules 1 or 2 participate jointly with such third parties even if related to research lines referred to in Article 2, such contracts will be between UV or U of G, and the third parties.

#### **4.- Members of the Joint Research Unit**

The members of CCCR assigned to the Joint Research Unit are listed on Schedule 1 in this Agreement. The members of Polibienestar assigned to the Joint Research Unit are listed in Schedule 2. Both schedules are understood to be non-detachable from this Agreement for all purposes.

Eligible members of the Joint Research Unit must be personnel of the Parties, whether: Employees (civil servants or statutory), or employees working for a third party contracted by UV or U of G, provided they are authorised by that third party.

The execution of the Agreement shall not alter the legal and labour relationship (or any other links) with the employees listed on the schedules, who shall remain answerable to the Party with which they have the relationship. In this regard, the members listed on such schedules will continue to be employed and remunerated, where applicable, by the Party with which they are affiliated, all their rights and duties as civil servants -in the case of UV lecturers- being preserved.

Any changes in the composition of the members affiliated with U of G or UV under this Agreement shall be approved by the Parties as soon as possible and will only become effective following the corresponding amendment of the relevant schedule, this amendment then becoming a non-severable part of this Agreement. The Party whose staff are to be added to the schedule as a member of the Joint Research Unit shall justify, to the other Party, the links it has with the staff prior to that staff becoming a member of the Joint Research Unit and being added to the schedule.

#### **5.- Access to UV and U of G facilities and use by them of the infrastructures, common services and scientific equipment of both organisations**

U of G will make reasonable efforts to provide access to the UV's personnel, as listed in schedule 2 of this Agreement, to its facilities, infrastructure, common services, and scientific equipment in its CCCR so that they can pursue Joint Research Projects subject to availability and compliance with the applicable rules and fees. UV will make reasonable efforts to provide access to the U of G's personnel, as listed in schedule 1 of this Agreement, to its facilities, infrastructure, common services, and scientific equipment at Polibienestar so that they can pursue Joint Research Projects subject to availability and compliance with the applicable rules and fees. A Party shall grant to personnel of the other Party access to its facilities, infrastructure, common services, and scientific equipment for the purposes of pursuing Joint Research Projects and for no other purpose. Each Party shall ensure that its personnel will access facilities, infrastructure, common services, and scientific equipment of the other Party for the purposes of pursuing Joint Research Projects and for no other purpose.

Each Party acknowledges and agrees that the provision of access to its personnel to the other Party's facilities, infrastructure, common services, and scientific equipment shall not interfere with the normal operations of the other Party. In particular, shall not interfere with the use of the facilities, infrastructure, common services, and scientific equipment in connection with the other Party's academic and research mission. Each Party agrees to cooperate with the other Party in order to avoid such interference.

Polibienestar personnel who are members of the Joint Research Unit will pursue Joint Research Projects at U of G facilities without prejudice to the fulfilment of their teaching duties. Likewise, U of G personnel who are members of the Joint Research Unit will pursue Joint Research Projects at Polibienestar facilities without prejudice to the fulfilment of their teaching duties.

Personnel of a Party will carry out Joint Research Projects using the facilities, infrastructure, common services and scientific equipment of the other Party in compliance with the internal rules for operation and use applicable to the infrastructures, common services and scientific equipment laid down by the other Party.

Each Party shall see to it that its personnel, when working at the premises of the other Party, observes the other Party's internal operation and use policies and rules. Similarly, each Party shall inform the personnel of the other Party using its facilities about its internal operation and use rules and policies implemented at its premises. Prior to and as a condition of being permitted access to the premises of the U of G, personnel of UV must enter into the University of Guelph Visiting Researcher Agreement in the form attached hereto as schedule 3. Prior to and as a condition of being permitted access to the premises of the UV, personnel of U

of G must enter into the Universitat de València Visiting Researcher Agreement in the form attached hereto as schedule 4.

The presence of a Party's staff at the other Party's premises shall not imply any changes in the rules of operation or in the full autonomy of UV and U of G.

Any injury or harm to the personnel of a Party under this Agreement shall be the responsibility of that Party, unless caused by the wilful neglect or malfeasance of the other Party. Each Party (the "First Party") hereby releases and holds harmless the other Party, and the other Party's directors, officers, employees, students, servants or agents (the "Second Party"), from any and all claims, demands, lawsuits, causes of action, known or unknown, of whatever nature, whether for personal injury (including serious disease or death), or otherwise which may accrue to the First Party's personnel, their heirs, executors, legal representatives, successors or assigns for or on account of or in connection with access by the First Party's personnel to the Second Party's facilities, infrastructure, common services, and scientific equipment and participation of the First Party's personnel in Joint Research Projects, unless caused by the wilful neglect or malfeasance of the Second Party.

#### **6.- Material resources**

Any equipment purchased after the signing of the Agreement will be registered in the inventory of the Party buying it, and paid for with its own budget or grants allocated to the Party.

The pieces of equipment owned by the Parties that are made available to the Joint Research Unit for Joint Research Projects and /or by the staff of Polibienestar, will continue belonging to the Party or staff that acquired them and included in its inventory at the time.

A Party may not bring any equipment, materials or supplies into the other Party's premises without written permission of the other Party and without appropriate environmental and safety information for such equipment, materials or supplies as required by legislation and policies. The responsibility for and cost of delivery of equipment, materials or supplies owned by a Party to the other Party's premises and removal and disposal of same upon termination or expiry of this Agreement shall be borne by the owning Party. A Party has the right to decline admittance to its premise of any equipment, materials or supplies that impose undue risk.

#### **7.- Ethics committees**

Prior to the commencement of Joint Research Projects, each Party shall ensure that its Research Ethic Committee/Board or any other committee has, as required by the legislation and policies in force, approved the Joint Research Projects. Each Party will cooperate with the other Party and do all things necessary to obtain such approval.

#### **8.- Advertising**

In all actions aimed at circulating and disseminating the research developed by the Joint Research Unit, and in any dissemination of results, the Parties shall see to it that all participating researchers are adequately acknowledged, stating their links to U of G or UV as well as " The Universitat of València - University of Guelph Intercultural Relations Joint Research Unit". Similarly, the name "Universitat of València – University of Guelph

Intercultural Relations Joint Research Unit” shall be explicitly mentioned in all the scientific activities carried out by the Joint Research Unit.

Neither Party will use the name, trademark, or logo of the other Party, or the name of any faculty, staff, employee or student of the other Party (including members of the Joint Research Unit), in connection with any products, publicity, promotion, or advertising relating to the Joint Research Projects or their results without the prior written consent of the other Party.

## **9.- Intellectual Property**

Rights to intellectual property developed solely by UV staff during and within the scope of Joint Research Projects (unless expressly stated otherwise in a separate agreement with respect to a Joint Research Project) shall be owned in accordance with the regulations in force and the Bylaws of UV. Likewise, rights to intellectual property developed solely by U of G staff during and within the scope of Joint Research Projects (unless expressly stated otherwise in a separate agreement with respect to a Joint Research Project) shall be owned in accordance with the U of G’s policies and collective agreements.

Rights to intellectual property developed jointly by staff of the UV and staff of the U of G during and within the scope of Joint Research Projects (unless expressly stated otherwise in a separate agreement with respect to a Joint Research Project) shall be owned jointly by the U of G or U of G staff, in accordance with the U of G’s policies and collective agreements, and the UV in direct proportion to the authors’ or inventors’ intellectual contribution and the Parties’ material contributions. To that end, the Parties shall obtain from their respective staff listed in schedules 1 and 2 agreement with the intellectual property terms and conditions set out in this Article 9.

Where applicable, the co-owners of intellectual property created during and within the scope of Joint Research Projects shall negotiate and enter a co-ownership agreement covering such jointly owned intellectual property, which shall be annexed to this Agreement as schedule 5. Each Party may determine, with the staff affiliated with it, a financial compensation method as per their own internal rules, policies and collective agreements. Whichever the case, the authors or inventors decisively contributing to the inventions shall be acknowledged as such.

Each Party will acknowledge its pre-existing knowledge contributed to Joint Research Projects, which will be specified as an attachment to the relevant separate agreements as well as to the co-ownership agreement. The co-ownership agreement shall also include the expenses and profit arising from the protection and exploitation of the joint intellectual property results, which will be proportionately allocated in line with their ownership share.

Any procedures related to the filing of copyright applications for the results generated during and within the scope of Joint Research Projects (unless expressly stated otherwise in a separate agreement with respect to a Joint Research Project), as well as the negotiation of their potential exploitation, may be carried out either through UV or U of G or, in the case if U of G, the authors which it employs. The decisions made in this respect shall be included in the aforementioned co-ownership agreement.

The Parties undertake to collaborate with each other and to provide as much information as necessary, particularly to adequately legally protect intellectual property during and within the

scope of Joint Research Projects with the relevant registry and, generally, to safeguard the corresponding rights. Likewise, when a Party learns of a result generated during and within the scope of Joint Research Projects, it shall inform the other Party about it immediately.

Inventions for which a patent application (or any other exclusive right-protection application) is filed within the year following disclosure of the relevant intellectual property as required under this Agreement may be claimed by the Parties or, in the case of U of G, its staff, as per the terms herein.

However, should an owner not be interested in benefiting from such protection, the non-owning Party shall be free to apply on its own name and at its cost, thus receiving the benefits derived from exploitation on an exclusive basis. In this case, the Party looking to obtain protection will ask the other Party to express their written agreement or objection within thirty days; if an answer is not given within this deadline, the Party in question will be entitled to proceed to obtain protection under the abovementioned conditions.

Exploitation by third parties of jointly owned research results will require an adequate licence agreement to be negotiated and executed by all the co-owners.

Each Party shall have the right to use any and all intellectual property developed during and within the scope of Joint Research Projects for teaching and research without charge and in perpetuity.

#### **10.- Confidentiality, non-disclosure**

"Confidential Information" means any information, which is disclosed by one Party to the other Party for the purposes of facilitating the collaborative research activity under this Agreement provided that tangible materials are clearly marked as "confidential" and any information provided orally or visually is identified as confidential at the time of disclosure, and confirmed as confidential in writing within fifteen (15) days of such disclosure. Confidential Information shall be exchanged or provided by or between the Parties only as necessary to develop proposals for and carry out Joint Research Projects and such Confidential Information shall remain strictly confidential. Each Party agrees to use the same degree of care to protect Confidential Information received from the other Party as it uses to protect its own confidential information.

The receiving Party will only disclose Confidential Information to its staff as necessary for the development of proposals for and performance of Joint Research Projects, following approval by the Party supplying the Confidential Information.

There will be no duty of confidentiality when:

- The information is publicly known.
- The information is legitimately and publicly accessible in ways other than those foreseen in this Agreement or potential agreements hereunder.
- The information is obtained from a third party legitimately entitled to use, disseminate or circulate such information.
- The duty to provide such information in legal or judicial proceedings prevails. In this case, the providing party shall be notified immediately. Likewise, the receiving party will reveal only the information legally or judicially requested.

The confidentiality duty will remain in force for five (5) years after the term of this Agreement (in the case of unsuccessful proposals for Joint Research Projects) or for five (5) years after the term of the separate agreement (in the case of successful proposals for Joint Research Projects) with respect to the Joint Research Project for which the Confidential Information was disclosed, as long as the information remains confidential.

Confidentiality and non-disclosure duties apply to all of the staff of the Polibienestar and CCCR, as well as to any representatives, advisers and any other individuals related to the Parties to whom Confidential Information is disclosed, the Party with whom such links exist being responsible for fulfilling them. That Party will be held liable for non-compliance of such duties.

The Parties shall take the measures they deem necessary and appropriate so as to prevent Confidential Information from being disclosed to third parties and, especially, in regard to its researchers, employees or staff with access to such Confidential Information. To that end, the Parties shall inform their staff of their confidentiality duties pursuant to this Agreement and that compliance requires them to cooperate.

#### **11.- Publication**

A Party or any of its employees, representatives, consultants, researchers or related people may use the partial or final results generated during and within the scope of Joint Research Projects (unless expressly stated otherwise in a separate agreement otherwise with respect to a Joint Research Project), in whole or in part, for publication as an article, conference or any other format, in accordance with the following procedure:

a) At least ten (10) days in advance of a proposed presentation at a conference, symposia or professional meeting or thirty (30) days in advance of a proposed publication in an abstract, journal, thesis or dissertation, the Party proposing to present or publish the results (the "Publishing Party") shall provide to the other Party (the "Reviewing Party") for its review, an outline and associated abstract of the research results it intends to present or publish or, at the request of the Reviewing Party, a full electronic copy of the presentation or manuscript.

The Reviewing Party shall complete its review within fifteen (15) days from its receipt of the proposed presentation or publication. During the review period, the Reviewing Party may object in writing (including via confirmed receipt email) to such proposed publication or presentation because:

- (i) there would be an inadvertent disclosure of its Confidential Information;
- (ii) the proposed publication or presentation contains Intellectual Property Rights which requires legal protection before any public disclosure occurs; or,
- (iii) there would be a violation of privacy rights of individuals.

b) If the Reviewing Party does not object in writing (including via confirmed receipt email) to such presentation or publication within the review period, the Reviewing Party shall be deemed to have agreed to the disclosure and the Publishing Party shall be free to present the proposed presentation or publish the proposed publication. If the Reviewing Party objects because there would be a disclosure of its Confidential Information, at Reviewing Party's written request, the Publishing Party will remove such Confidential Information from the



proposed presentation or publication. If the Reviewing Party objects because the proposed presentation or publication contains intellectual property rights, the Reviewing Party will delay presentation or publication for up to ninety (90) days to allow for the filing of a patent application or obtaining other intellectual property protection. If the Reviewing Party objects because there would be a violation of privacy rights of individuals, the Publishing Party agrees to make appropriate modifications to ensure the privacy rights of individuals are adequately protected.

#### **12.- Yearly report**

The CCCR and Polibienestar will jointly prepare a yearly report explaining the research completed and the scientific results obtained during the previous twelve (12) months period (excluding results of a Joint Research Project prohibited from disclosure under the terms of the relevant separate agreement); the report will be sent to UV and U of G. In addition, research results will also be included in the research reports prepared jointly by UV and U of G.

#### **13.- Coordination of health and safety activities**

The Parties undertake to comply with Royal Decree 171/2004, of 30 January, superseding Article 24 of Act 31/1995 of 8 November on Occupational Health and Safety, as regards the coordination of business activities, in the case of UV, and in the case of University of Guelph. the Occupational Health and Safety Act, R.S.O. 1990, c.O.1.

The contents of the activities subject to this Agreement that may have effects on health and safety matter shall be reported to the respective Health and Safety Services of each Party and approvals obtained, if required.

Health and safety surveillance for the personnel within the framework of this Agreement shall be dealt with by the Party with which such personnel is affiliated with.

#### **14.- Personal information and protection and privacy**

When the activities resulting from this Agreement require the disclosure of personal information, each of the Parties shall comply with the privacy laws applicable in its jurisdiction or public international law.

Rights relative to protection, access, rectification, removal and opposition to disclosure, of personal information shall be exercised in the terms established by the applicable privacy laws, notifying the relevant Party organisation with a letter sent to the following.

- if to Universitat de València  
General Secretary  
Universitat de València  
Av. Blasco Ibáñez 13- 46010  
Tel: +34 96 386 41 16  
Valencia (España) Email: [lopd@uv.es](mailto:lopd@uv.es)

- if to University of Guelph: Genvieve Gauthier  
Associate University Secretary  
University Secretariat

401, University Centre  
University of Guelph  
50 Stone Road East  
Guelph, ON N1G 2W1  
Tel: + 1 519-824-4120 ext. 53438  
Email: [fippa@uoguelph.ca](mailto:fippa@uoguelph.ca)

#### **15.- Scientific directors**

The Joint Research Unit will have a manager or a director, based at any of the signatory institutions. The proposal for his/her appointment will be put forward by the Monitoring Committee, and ratified by the legal representatives of U of G and UV. As part of his/her duties, the director will represent the Joint Research Unit before U of G and UV; propose and, once approved, implement the strategic plans and targets to be deployed by the Joint Research Unit in the research subjects within its reach, and resolve any disputes that may arise between the members of the Joint Research Unit as a result of its operation.

Likewise, the Joint Research Unit will have the following scientific interlocutors for each participating institution:

On behalf of UV: Prof. Jorge Garcés PhD  
On behalf of U of G: Prof. Saba Safdar, PhD

#### **16.- Joint Monitoring Committee**

To facilitate the development of the activities of the Joint Research Unit and to follow up this Agreement, a Joint Monitoring Committee composed of two representatives of each Party will be set up. The duties of the Joint Committee are:

- a) To ensure compliance with the Agreement and resolve any dispute that may arise in its interpretation, application and implementation.
- b) To propose amendments to the Agreement if unforeseen circumstances so require for its interpretation.
- c) To urge the Parties to fulfil their duties if issues not leading to termination are identified.

#### **17 – Warranty, limitation of liability**

Each Party will carry out the Joint Research Projects in conformance to generally accepted practices for university based scientific research. Each Party hereby acknowledges that the Joint Research Projects are of an experimental and exploratory nature and that no particular results can be guaranteed. Neither Party makes any representations or warranties, express or implied, as to any matter whatsoever including, without limitation, the condition of the Joint Research Projects, or any inventions, results, or intellectual property arising therefrom; or the ownership, merchantability, or fitness for a particular purpose of any product, process, service or data developed by a Party, directly or indirectly, as a result of the Joint Research Projects.

Each Party will, in no event, be liable for any loss of profits, loss of revenues, loss of business or loss of business opportunity be they direct, consequential, incidental, or special or other similar damages arising from any defect, error, omission or failure to perform, even if it has been advised of the possibility of such damages. The Parties' liability to any third party in connection with this Agreement or Joint Research Projects shall be several.

#### **18.- Independent parties**

Each Party is and will at all times remain an independent contractor and is not and shall not represent itself to be an agent, joint venture or partner of the other Party. No representation will be made or acts taken by either Party that could indicate any relationship of agency, joint venture, partnership or employment.

#### **19.- Execution and termination of the Agreement**

This Agreement shall enter into force upon the date of last signature below, and shall be valid for four years. It will be renewed for equal periods based on the Parties' mutual written agreement.

Nonetheless, each Party may, at any time, terminate this Agreement by providing three months' notice in writing to the other Party - this notwithstanding the completion of the collaborative research projects underway pursuant to this Agreement.

#### **20.- Amendments to the Agreement**

Any amendment or addendum to this Agreement shall be in writing and signed by authorized signatory(ies) of each Party.

#### **21.- Grounds for termination**

This Agreement shall be terminated on the following grounds:

- a) Expiration of its term.
- b) If mutually agreed by the Parties in writing.
- c) Termination of this Agreement by one of the Parties as per the terms in Article 19.
- d) Termination caused by breach, urged by one of the Parties due to breach by the other. In such cases, the dutiful Party may terminate this Agreement without further liability of any kind if, having required the defaulting Party to fulfil its obligations, the breach persists for one month after such a requirement. In this situation, the Parties shall be obliged to fulfil their respective duties until the Agreement is terminated.

In the event of termination of Agreement, the separate agreements with respects to Joint

Research Projects shall also terminate and all necessary steps and procedures to wind up the Joint Research Projects shall be implemented taking account of existing ownership rights regarding both the equipment and intellectual property rights for UV, U of G or U of G staff in

relation to the operation of the Joint Research Unit and the Joint Research Projects. With regard to intellectual property rights, they will remain valid as long as their protection applies.

## 22.- Notifications

<b>University of Guelph</b>	<b>Universitat de València</b>
<p><b>Scientific and technical communications</b></p> <p>Name: Saba Safdar</p> <p>Department: Centre for Cross-Cultural Research, Psychology Department</p> <p>Address: University of Guelph, 50 Stone Road East, Guelph, Ontario, N1G 2W1 Canada</p> <p>E-mail: <a href="mailto:ssafdar@uoguelph.ca">ssafdar@uoguelph.ca</a></p> <p>Phone: +1 519-824-4120 Ext. 53520</p>	<p><b>Scientific and technical communications</b></p> <p>Name: Jorge Garcés Ferrer; Francisco José Ródenas Rigla</p> <p>Institute: Instituto Polibienestar - UV</p> <p>Address: Edificio de Institutos de Investigación; Campus Tarongers; C/ Serpis 29; 46022 Valencia</p> <p>E-mail: <a href="mailto:jordi.garces@uv.es">jordi.garces@uv.es</a>; <a href="mailto:francisco.rodenas@uv.es">francisco.rodenas@uv.es</a></p> <p>Phone. +34 961 62 54 05</p>
<p><b>Legal and administrative communications</b></p> <p>Name: Office of Research</p> <p>Unit: Research Support Services</p> <p>Address: Room 437 - University Centre, University of Guelph, 50 Stone Road East, Guelph, Ontario N1G 2W1</p> <p>E.mail: <a href="mailto:research.services@uoguelph.ca">research.services@uoguelph.ca</a></p> <p>Phone. +1 519 824 4120</p>	<p><b>Legal and administrative communications</b></p> <p>Name: OTRI</p> <p>Unit: OTRI</p> <p>Address: Avda. Blasco Ibáñez 13 46010 Valencia, España</p> <p>E-mail: <a href="mailto:otri@uv.es">otri@uv.es</a></p> <p>Phone. +34 96 386 40 44</p>

## 23.- Dispute resolution

In the event of any dispute between the Parties regarding this Agreement, including the interpretation, amendment, validity or termination thereof, the Parties shall enter into friendly consultation to resolve the dispute, resorting to the Joint Monitoring Committee pursuant to this Agreement for this purpose. Should resort to the Joint Monitoring Committee not result in resolution of the dispute within ten (10) days, they will refer the matter to the Vice-President, Research in the case of U of G, and to University Principal in case of the UV, who shall attempt to resolve the dispute within ten (10) days after the referral. In the event the



Parties fail to resolve the dispute within ten (10) days after the referral, the matter shall be submitted to mediation by a mutually acceptable mediator, qualified by education and experience to conduct the mediation the Parties shall be responsible for their own costs and shall share equally the cost and expenses of the mediator.

Should the dispute not be resolved amicably, the matter may be pursued in a court of competent jurisdiction.

In witness whereof, the Parties have executed this Agreement as of the date and place written below. Signed on all sheets and in duplicate.

University of Guelph

Universitat de València

Prof. John Livernois

Prof. Esteban Morcillo Sánchez

Date at \_\_\_\_\_

Date at \_\_\_\_\_

this \_\_\_day of \_\_\_\_\_, 2017

this \_\_\_day of \_\_\_\_\_, 2017

**SCHEDULE 1**
**LIST OF PERSONNEL OF THE UNIVERSITY OF GUELPH THAT  
COLLABORATES WITH POLIBIENESTAR**

<b>Name</b>	<b>Category</b>	<b>Signature</b>
Saba Safdar	PhD. Associate Professor of Psychology, Department of Psychology, University of Guelph  Director of CCCR.	
Benjamin Giguere	PhD. Associate Professor of Psychology, Department of Psychology, University of Guelph	
Karl Hennig	Ph.D., Associate Professor of Psychology, Department of Psychology, University of Guelph	
Jeffery Yen	Ph.D., Associate Professor of Psychology, Department of Psychology, University of Guelph	

**SCHEDULE 2**
**LIST OF PERSONNEL OF POLIBIENESTAR THAT COLLABORATES WITH THE UNIVERSITY OF GUELPH**

<b>Name</b>	<b>Category</b>	<b>Signature</b>
Alfonso Sánchez, José Luis	PhD. Associated Professor at the Preventive Medicine and Public Health Department	
Devesa Carpio, José Enrique	PhD. Associated Professor at the Financial and Actuarial Economy Department	
Devesa Carpio, Mar	PhD. Associated Professor at the Financial and Actuarial Economy Department	
Durá Ferrandis, Estrella	PhD. Associated Professor at the Psychological, Personality, Evaluation and Treatment Department	
Garcés Ferrer, Jorge	PhD. Full Professor of Social Policy	
Grau Rubio, Claudia	PhD. Associate Professor Department of Teaching and Scholastic Organization	
Nuñez González, Cayetano	PhD. Associate Professor Department of Labour and Social Security Law	
Ródenas Rigla, Francisco José	PhD. Associate Professor Social Work and Social Services Department	
Sajardo Moreno, Antonia	PhD. Associate Professor Department of Applied Economics	
Santos Ortega, Antonio	PhD. Associate Professor Sociology and Social Anthropology Department	
Vázquez Lepinette, Tomas	PhD. Associate Professor Department of Mercantile Law	

## SCHEDULE 3

## UNIVERSITY OF GUELPH VISITING RESEARCHER AGREEMENT

I, \_\_\_\_\_, an employee/agent of Universitat de València ("UV"), acknowledge that I may seek access to the facilities, infrastructure, common services, and scientific equipment in University of Guelph's Centre for Cross-Cultural Research ("CCCR") to participate in Joint Research Projects as defined in the Agreement to which this Visiting Researcher Agreement is appended.

I hereby agree to:

- (i) Enter CCCR only for the purpose of participating in Joint Research Projects upon 72 hours written notice to University of Guelph;
- (ii) provide (show) identification to gain admittance to CCCR and follow any sign-in procedures;
- (iii) not enter CCCR and participate in Joint Research Projects unless a University of Guelph representative or designate is either present or aware provided that, in the case of the latter, the University of Guelph representative or designate is available and able to respond within a maximum of 15 minutes to any requirement that may arise at CCCR;
- (iv) have the qualifications necessary to participate in Joint Research Projects and take in any training required for such participation;
- (v) take proper care of CCCR and preserve CCCR in good order and condition;
- (vi) not bring any equipment, materials, supplies or animals into CCCR without the written permission of the University of Guelph representative;
- (vii) comply with University of Guelph's precautions for bio-security; and,
- (viii) comply with University of Guelph policies, procedures, rules, and guidelines relating to: code of conduct at University of Guelph premises; conflict of interest; protection of safety and health; security and emergency; protection of confidential information; information management and information technology; animal care (including Canadian Council on Animal Care compliance); human participants in research, and all instructions relating to the foregoing that are given by the University of Guelph representative. Such policies can be found at: <http://www.uoguelph.ca/policies/#e>.

I understand that in connection with my access to CCCR and participation in Joint Research Projects I may come into contact with:

- hazards or conditions which are present in any workplace or other environment;
- communicable or infectious diseases;
- radioactive devices and substances;
- biologically hazardous materials;
- dangerous equipment;
- live animals; and
- other substances or things which are unfamiliar to me, any or all of which could cause serious injury, illness, death and damage to property.



Additionally, I may be exposed to other potentially harmful situations and equipment commonly encountered in a research facility. As a result, I understand that a possibility exists of injury, illness, death and damage to property. I will rely on insurance or worker's compensation coverage through UV or on private insurance, for injuries, illness, death and damage to property.

In consideration of the access to CCCR granted to me and my participation in Joint Research Projects, which I expressly state will be of great value to me and my career, I do hereby release and hold harmless the University of Guelph, and its directors, officers, employees, students, servants or agents, from any and all claims, demands, lawsuits, causes of action, known or unknown, of whatever nature, whether for personal injury (including serious disease or death), or otherwise which may accrue to me, my heirs, executors, legal representatives, successors or assigns for or on account of or in connection with the access to CCCR granted to me and my participation in the Joint Research Projects.

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Signature

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Name and Title

---

Date

Note: Please print and sign three copies. Keep one signed copy for your file and deliver a copy to each of:

For University of Guelph:  
Dr. Franceson Leri  
Chair, Department of Psychology  
4013 MacKinnon.  
University of Guelph  
50 Stone Road East  
Guelph, Ontario N1G 2W1  
Tel: 519-824-4120 x58264  
Email: [fleri@uoguelph.ca](mailto:fleri@uoguelph.ca)

For Universitat de València:  
Dr. Jorge Garcés  
Chair, Polibienestar Institute Universitat de  
València Campus de Tarongers  
Calle Serpis, nº 29  
46022 – Valencia  
Teléfono: +34 96 162 54 12  
Email: [polibienestar@uv.es](mailto:polibienestar@uv.es)

## SCHEDULE 4

## UNIVERSITAT DE VALÈNCIA VISTING RESEARCHER AGREEMENT

I, \_\_\_\_\_, an employee/agent of University of Guelph ("U of G"), acknowledge that I may seek access to the facilities, infrastructure, common services, and scientific equipment in Universitat de València's Polibienestar Institute to participate in Joint Research Projects as defined in the Agreement to which this Visiting Researcher Agreement is appended.

I hereby agree to:

- (i) Enter Polibienestar Institute only for the purpose of participating in Joint Research Projects upon 72 hours written notice to Universitat de València;
- (ii) provide (show) identification to gain admittance to Polibienestar Institute and follow any sign-in procedures;
- (iii) not enter Polibienestar Institute and participate in Joint Research Projects unless a Universitat de València representative or designate is either present or aware provided that, in the case of the latter, the Universitat de València representative or designate is available and able to respond within a maximum of 15 minutes to any requirement that may arise at Polibienestar Institute;
- (iv) have the qualifications necessary to participate in Joint Research Projects and take in any training required for such participation;
- (v) take proper care of Polibienestar Institute and preserve Polibienestar Institute in good order and condition;
- (vi) not bring any equipment, materials, supplies or animals into Polibienestar Institute without the written permission of the Universitat de València;
- (vii) comply with Universitat de València's precautions for bio-security; and,
- (viii) comply with Universitat de València policies, procedures, rules, and guidelines relating to: code of conduct at Universitat de València premises; conflict of interest; protection of safety and health; security and emergency; protection of confidential information; information management and information technology; animal care; human participants in research, and all instructions relating to the foregoing that are given by the Universitat de València representative.

I understand that in connection with my access to Polibienestar Institute and participation in Joint Research Projects I may come into contact with:

- hazards or conditions which are present in any workplace or other environment;
- communicable or infectious diseases;
- radioactive devices and substances;
- biologically hazardous materials;
- dangerous equipment;
- live animals; and
- other substances or things which are unfamiliar to me, any or all of which could cause serious injury, illness, death and damage to property.

Additionally, I may be exposed to other potentially harmful situations and equipment commonly encountered in a research facility. As a result, I understand that a possibility exists of injury, illness, death and damage to property. I will rely on insurance or worker's compensation coverage through U of G or on private insurance, for injuries, illness, death and damage to property.

In consideration of the access to Polibienestar Institute granted to me and my participation in Joint Research Projects, which I expressly state will be of great value to me and my career, I do hereby release and hold harmless the Universitat de València, and its directors, officers, employees, students, servants or agents, from any and all claims, demands, lawsuits, causes of action, known or unknown, of whatever nature, whether for personal injury (including serious disease or death), or otherwise which may accrue to me, my heirs, executors, legal representatives, successors or assigns for or on account of or in connection with the access to Polibienestar Institute granted to me and my participation in the Joint Research Projects.

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Signature

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Name and Title

---

Date

Note: Please print and sign three copies. Keep one signed copy for your file and deliver a copy to each of:

For Universitat de València:  
Dr. Jorge Garcés  
Chair, Polibienestar Institute Universitat de  
València Campus de Tarongers  
Calle Serpis, nº 29  
46022 – Valencia  
Teléfono: +34 96 162 54 12

Email: [polibienestar@uv.es](mailto:polibienestar@uv.es)

For University of Guelph:  
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Tel: 519-824-4120 x58264  
Email: [fleri@uoguelph.ca](mailto:fleri@uoguelph.ca)