



## RESEARCH GRANT CONTRACT

THIS AGREEMENT is dated 1 November 2023

BETWEEN:

1) Miguel Ángel Jiménez Barbero, with DNI 52.829.072G, as President of the Fundación Proyecto Estrella Azul, established by deed authorized on November 10, 2021 by the Notary of Cabrils D. Raúl Pérez Landete, protocol 673, with CIF 67788182, duly registered as Foundation 226 in the Registry of Foundations of the Region of Murcia, Spain (“the **Foundation**”); and

2) The Queen’s University of Belfast of University Road, Belfast, BT7 1NN (“the **University**”).

Each a “Party” and together the “Parties”.

### EXPOSE

A) The Foundation decided to launch a scientific project to improve work inclusion of people with Autism Spectrum Disorder (ASD) (“the **Blue Star Project**”).

B) For this reason, the Foundation contacted Dr Katerina Dounavi (“the **University Academic**”) who, once informed of the content and technical aspects of the project, decided to accept the scientific direction of it. Consequently, the parties have agreed to sign this research grant contract on the terms contained herein.



## **TERMS AND CONDITIONS**

### **DEFINITIONS**

“Annual Technical Report” means the report that the University Academic will produce and submit to the Foundation at the end of every 12’month period.

"Background" means all technical know-how and information known to the Parties and/or any Intellectual Property Rights controlled or owned by any Party prior to the date of commencement of this Agreement or Intellectual Property Rights generated by any of the Parties independently of the Project and controlled or owned by that Party or any Intellectual Property Rights to which the Party has the necessary rights.

“Blue Star Project” means the project set up with the aim to achieve the inclusion of people with Autism Spectrum Disorder in employment .

"Informed Consent Form” means the form that participants and/or their caregivers/legal guardians will read and sign to indicate their agreement to participating to the research study.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Participant Information Sheet” means the form that participants and/or their caregivers/legal guardians will read to understand the scope of the project and how their rights will be protected at all times.



“Scientific Archive” means the documentation that will be generated during the course of the project (e.g., questionnaires, observation sheets, etc.) that the Foundation will use in future work and that could be published/used in academic outputs and educational activities.

## 1. *Research Activity*

1.1 The University supports the scientific overview of the Blue Star Project by the University Academic, with a minimum estimated dedication of 4 hours per month during the "pilot project" phase. This period will last 12 months from the entry into force of this contract, after which the parties may agree to maintain or extend said hours.

1.2 During the Blue Star Project, the University Academic may collect and process data, disclose it in conferences, classes or any other academic events, and publish it in journals or texts addressed to other researchers in the scientific community, using university communication channels for this purpose.

1.3 Likewise, the Foundation may present the Blue Star Project as a university scientific project supported by the University.

1.4 This contract will commence on 1<sup>st</sup> August 2023 and have a duration of 12 months unless terminated earlier by written mutual agreement between the Parties. At the end of this period, the parties may extend it by mutual agreement.

## 2. *Basic Characteristics of the Research Project.*

2.1 The principal target of the project is the scientific definition of principles, procedures and protocols that facilitate that people affected by autism spectrum disorder (ASD) acquire the necessary skills for inclusion



in the employment context of the Foundation that consists in a productive processes.

2.2 The pilot project will last 12 months and will focus on a previously selected group of 7 people, all of them residing in the region of Murcia, in the southeast of Spain.

2.3 The University Academic will not have to travel to Spain and will instead lead the Blue Star Project remotely, although on-site visits/supervision of progress might be agreed if needed. However, the University Academic will select the collaboration team who will train young people with ASD in the skills required for inclusion in this employment context and collect data to assess feasibility, acceptability and efficacy.

2.4 During the development of the Blue Star Project, an individual file will be created for each participant, as well as didactic contents in the form of handbooks, apps or any other complementary material. Such material must be reported in an Annual Technical Report, that the University Academic will send to the Foundation at the end of each year of validity of the contract.

2.5 After the 12-month period, the contract may be extended or modified with the agreement of the Parties.

### 3. *Ethical standards.-*

3.1 *Researching freedom;* The research will be developed under the principle of scientific freedom, without any limitation from the Foundation, except for the mandatory submission of an Annual Technical Report, containing a list of activities carried out and proposals for the consolidation of the project.

3.2 *Research ethics and people with disabilities.* The research activity will respect at all times the ethical standards of the University and applicable legislation and international treaties for the protection of the fundamental



rights of people with disabilities. All participants in the project will sign by themselves or through their legal representatives a written consent for their data to be used for scientific purposes in a manner that respects their dignity and protects their identity and right to privacy. Equally, the Foundation shall be responsible for ensuring that all professionals collaborating in the project will also sign a confidentiality agreement and provide a certificate proving that they have no criminal record.

### ***3.3 Protected data and intellectual property.***

3.3.1 This Agreement does not affect the ownership of any Intellectual Property in any Background or in any other technology, design, work, invention, software, data, technique, know-how, or materials that are not the Scientific Archive. The Intellectual Property in them will remain the property of the Party that contributes them to the Blue Star Project (or its licensors).

3.3.2 Provided they are free to do, each Party grants the other a royalty-free, non-exclusive licence to use its Background for the purpose of carrying out the Project, but for no other purpose.

3.3.3 The documentation and relevant project-specific materials generated by the research activity will be collected in a Scientific Archive, which will contain the manuals and complementary material, the Annual Technical Report as well as the files of research participants. The Scientific Archive will be under the exclusive custody and responsibility of the Foundation, which may only use it for the purposes provided in its statutes and in no case may it be ceded to any person or institution.

3.4 The University Academic is authorized to use the Scientific Archive for public display in educational forums, academic events and scientific publications, always with respect to the limits contained in this contract. The Foundation recognises that it is University policy that the results of the Blue Star Project be published and agrees that the University Academic and any other researchers engaged in the Blue Star Project, shall be permitted to present at symposia, seminars or professional meetings and to publish in



journals, theses, dissertations or otherwise of their own choosing, the methods and results of the Blue Star Project.

3.5 The Foundation will not hold any intellectual property rights over research publications but will have the right to be informed for sharing knowledge and facilitating dissemination. The Foundation will have no right of veto on publications, however any written comments made by the Foundation will be considered in good faith by the University, but the final decision on the content of the publication will remain with the University.

#### 4. *Ethical Monitoring*

4.1 The University will receive a signed and translated copy of the Participant Information Sheet and Informed Consent Form, and of the Annual Technical Report of the project. Similarly, the University Academic will inform the University, whenever required to do so, of all issues that may affect the ethical part of the project (e.g., the University Academic will seek ethics approval by relevant School Ethics Committees).

4.2 Relevant university authorities in charge of ethics standards and research governance may propose to the Foundation improvements or modifications aimed at meeting requirements to comply with the highest ethical standards.

#### 5. *Financial compensation*

5.1 The present Blue Star research project will incur a cost of £2,750 for the duration of 12 months which will be paid in two half-yearly installments against invoice. All amounts payable to the University under this Agreement are inclusive of VAT (or any similar tax) which the Foundation will pay at the rate from time to time prescribed by law.

5.2 This amount may be revised at the end of the contracted period in the terms to be agreed between the parties.



## 6. *Limitation Of Liability*

6.1 Nothing in this Agreement limits or excludes the University's liability for:

6.1.1 death or personal injury caused by its negligence;

6.1.2 fraud or fraudulent misrepresentation; or

6.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

6.2 Subject to Clause 6.1, the University shall not be liable to the Foundation, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

6.2.1 loss of profits;

6.2.2 loss of sales or business;

6.2.3 loss of agreements or contracts;

6.2.4 loss of anticipated savings;

6.2.5 loss of or damage to goodwill;

6.2.6 loss of use or corruption of software, data or information; and

6.2.7 any indirect or consequential loss.

8.3 Subject to Clause 6.1 and Clause 6.2, the University's total liability to the Foundation, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the total financial compensation as specified in Clause 5.1.

## 7. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Northern Ireland.



## 8. JURISDICTION

Each Party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it

IN WITNESS WHEREOF this Agreement is executed as follows:

for and on behalf of **THE  
QUEEN'S UNIVERSITY OF  
BELFAST**

Signed:

Title:

Contracts Manager

Date:

1st November 2023

for and on behalf of  
**FUNDACIÓN PROYECTO  
ESTRELLA AZUL**

Signed:

Title:

Foundation's President

Date:

1st November 2023