

**ERAB: The European Foundation for Alcohol Research**  
**CONTRACT**

THIS CONTRACT is made

BETWEEN

**ERAB: The European Foundation for Alcohol Research (ERAB)**, a Belgian foundation of public utility, with registered office at Rue Washington, 40, 1050, Brussels, Belgium, represented by Professor Chris P Day, Chairman of the ERAB Advisory Board and Janet Witheridge, Secretary General and Member of the ERAB Board of Directors.

AND

**The Institution** \_\_\_\_\_ represented by \_\_\_\_\_ of \_\_\_\_\_ (official address). ***[To be completed by ERAB before the contract is sent]***.

AND

**The Researcher** \_\_\_\_\_ of \_\_\_\_\_ (home address). ***[To be completed by ERAB before the contract is sent]***.

In this Contract, the parties may individually be referred to as "the Party" and collectively as "the Parties".

**PREAMBLE**

1. Whereas ERAB is a foundation of public utility, the purpose of which is to promote (i) the scientific knowledge and education about the medical, biomedical and socio-behavioural effects of alcoholic beverages in general and beer in particular, and (ii) research on the prevention of alcohol-related problems and the harm caused by alcohol;
2. Whereas ERAB wishes to engage the Researcher to carry out research that relates to the purposes of ERAB;
3. Whereas the Researcher agrees to carry out this research;
4. Whereas the Researcher works within the Institution, which will bear the costs associated with the research;

THEREFORE THE PARTIES AGREE AS FOLLOWS:

**I. Scope of Services**

The Researcher shall carry out the research activities as described in Schedule 2 (the **Research Study**).

**II. Independent Contractor**

The Research Study shall be conducted under the Researcher's direction and control, with the assistance of any assistants the Researcher may assign to the Research Study. The manner in which the Research Study is conducted is left to the Researcher's sole discretion. ERAB shall not be responsible, in any way whatever nor for any reason whatever, for the Researcher's acts nor those of any assistants while conducting the Research Study.

The Researcher and any assistants shall perform all services under this Contract as independent contractors. Neither the Researcher nor any assistant shall be considered employees, partners, or members of a joint venture of or with ERAB, and the Researcher shall not hold any person out as such. The Researcher recognizes that neither the Researcher nor any assistant are agents of ERAB and that neither the Researcher nor any assistant have any authority to speak for, represent or commit ERAB.

**III. Ownership of Research Results and Proprietary Rights<sup>1</sup>**

All intellectual and industrial property rights in the results of the Research Study (the **Results**), including any invention, discovery, idea, improvement, process, device, product, know-how or the like, whether or not patentable (**Inventions**) and any copyrightable or non copyrightable material (**Materials**) the Researcher and/or any said assistants conceive, invent, make, create, produce or bring into practice, as a result of and within the scope of the activities that constitute the scope of this Contract, shall be the property of the Researcher and/or any said assistants, or the institution where the research is carried out.

This provision shall survive the termination of this Contract indefinitely.

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<sup>1</sup> in compliance with the European Commission Recommendation C(2008)1329 of 10<sup>th</sup> April 2008 on the management of intellectual property in knowledge transfer activities and Code of Practice for universities and other public research organisations (See in particular Annex I, Section 3. Principles regarding collaborative and contract research).

#### **IV. Obligations on ERAB**

ERAB shall respect the Researcher's independence in carrying out the Research Study. ERAB shall not in any way try to influence the Results or direct the Researcher in any direction in carrying out the Research Study.

#### **V. Obligations on the Researcher**

The Researcher shall carry out the Research Study efficiently and in compliance with all relevant laws, regulations, practices, codes and guidelines.

The Researcher shall provide written interim reports half way through, and at the end of the period covered by the contract (between 300 and 600 words). These should include brief details of grant expenditure to date.

The Researcher shall provide a full written report within three months of completion of the project which may be copied in full or in part on the ERAB website or otherwise placed in the public domain by ERAB.

Proforma reports are available on the ERAB website [www.erab.org](http://www.erab.org)

The Researcher shall declare that ERAB has provided funding for this research on any publication of any part of the Results and on any other communication regarding the Research Study, in whatever form and on whatever type of medium, including press releases and presentations.

The Researcher shall undertake to publish at least two publications relating to the research funded hereby.

#### **VI. Fees and Reimbursement of Costs**

**(to be completed by ERAB before the contract is sent)**

ERAB shall pay the Institution a total sum of €xxx,000 (including VAT) for the services and costs associated with conducting the Research Study, to include the costs of assigning any assistants to the Research Study, and any other costs and expenses including administration in the effecting of this agreement.

ERAB shall pay in two instalments annually in advance as already agreed in writing by the letter of offer and acceptance.

The sole liability of ERAB is to pay the amount as set out above. The Institution shall take full liability to pay the Researcher and any assistants' fees, salaries, social security contributions / taxes and any other costs including the cost of publications.

## **VII. Term and Termination**

The Research Study shall commence on the date set out in Schedule 1 hereof and shall last for a maximum period of two years, as specified therein.

The Research Study shall terminate upon receipt by ERAB of the final written Report, to be submitted to ERAB on the date set out in Schedule 1 hereof.

ERAB shall be entitled to terminate this Contract before the end of its term provided that ERAB gives thirty (30) days written notice to the Researcher.

If the Researcher leaves the Institution during the research period, this contract will terminate automatically, as by law, without notice and without any compensation.

In case of termination before the end of this term, for whatever reason, the Institution will immediately reimburse to ERAB any balance of advance payment of fees.

## **VIII. Miscellaneous**

### **A. Governing Law and Competent Court:**

This Contract shall be exclusively governed by the laws of Belgium without having regard to its conflicts-of-laws rules. Any disputes arising out of or in connection with this Contract shall be decided by the competent Courts of Brussels.

### **B. Language**

This Contract is written in English and this is the only valid text.

### **C. Entire Contract:**

This Contract, including the Schedules, constitutes the entire agreement between ERAB, the Institution and the Researcher with respect to the Research Study and supersedes all prior or contemporaneous oral or written agreements concerning the scope of this Contract.

### **D. Subcontracting:**

The Researcher and the Institution may not subcontract nor assign any of the obligations or rights under this Contract without ERAB's prior written consent.

EXECUTED by the Parties in three original copies, each Party acknowledging to have received one copy,

**For and on behalf of ERAB**

Name: Professor Chris P Day, Chairman of the ERAB Advisory Board.

Signature:

Date:

Name: Janet Witheridge, Secretary General and Member of the ERAB Board of Directors.

Signature:

Date:

**The Researcher**

Name:

Signature:

Date:

**For and behalf of the Institution<sup>2</sup>**

Name:

Date:

Signature:

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<sup>2</sup> This should be signed by the person legally representing the Institution.

**SCHEDULE 1**  
**Research Study Calendar**

The Researcher shall:

- 1, Commence the Research Study in the first half of January 20xx;
- 2, Submit an interim report to ERAB by 10<sup>th</sup> January 20xx which will be evaluated before the next instalment is paid;
- 3, Submit a summary of the work carried out to ERAB by 10<sup>th</sup> January 20xx;
- 4, Submit the final Report to ERAB by 10th April 20xx.

**SCHEDULE 2**  
**A detailed description of the Research Study:**  
***[To be completed by the Researcher]***