

AGREEMENT BETWEEN THE BANCO DE ESPAÑA AND [UNIVERSITY] OVER THE 2024 ECONOMIC HISTORY RESEARCH GRANTS PROGRAMME.

BETWEEN

Of the one part, X, in his capacity as Director General Services, acting for and on behalf of the Banco de España, with tax identification number X and registered office at calle Alcalá, n.º 48, Madrid, 28014.

And of the other part, Mr./Ms. _____, in his/her capacity as _____ of [UNIVERSITY] (hereinafter [UNIVERSITY]), acting for and on behalf of [UNIVERSITY], with tax identification number and registered office at [ADDRESS].

The parties mutually recognise that they have sufficient legal capacity to enter into this agreement on the terms and conditions of the call for applications in the seventh edition of the programme “Banco de España – Call for applications for the 2024 economic history research grants programme” (hereinafter, the “Research Grants Programme”) and, for such purpose

WITNESSETH

I.- Whereas the Banco de España understands that the smooth running of the Spanish economy as a whole and, in particular, the achievement of the goals of price and financial stability within its direct remit, calls for continuous enhancement of the expertise available when designing policies and drafting rules and regulations and discharging supervisory functions in the public sector, and also when pursuing activities relating to the management of financial institutions themselves. To this end, the Banco de España has for some time been implementing a range of initiatives and action plans, the results of which have encouraged it to set in place new programmes, drawing in this connection on the cooperation of renowned universities and research centres.

II.- Whereas, for such purposes, at its Executive Commission meeting of [DATE], the Banco de España adopted a resolution to announce a new call for applications for the Research Grants Programme. On [DATE], the committee of experts designated by the Banco de España to choose projects selected, from among the projects submitted, the proposal by [UNIVERSITY], which the Banco de España Executive Commission approved.].

III.- Whereas the call for applications for the Research Grants Programme sets out the main obligations of the two parties, and all that remains is to specify and expand on certain ancillary aspects that may on no account constitute the arrangement of any undertakings other than those envisaged in the above call for applications. This agreement does not therefore have the legal status of a cooperation agreement, per the provisions of Article 47 of Public Sector Law 40/2015 of 1 October 2015.

IV.- In light of the foregoing and in line with Term 5 of the call for applications for the Research Grant Programme, the two parties agree to enter into this **AGREEMENT ON THE 2024 ECONOMIC HISTORY RESEARCH GRANTS PROGRAMME** (hereinafter the “Agreement”), subject to the following **CLAUSES**

ONE- PURPOSE.

The purpose of this Agreement is to pursue the research project titled “[NAME OF PROJECT]” (hereinafter, the “Research Project”), described briefly below:

[DEFINITION OF THE PROJECT AND ITS MAIN AIM: Paragraph summarising the project:]

The aim and a complete description of the Research Project are included in the documentation provided by [UNIVERSITY] to the Banco de España during the processing of and the selection procedure for the seventh edition of the Research Grant Programme, to which the parties refer and which is attached hereto. The above aim and complete description constitute the scope and subject matter of this Agreement.

TWO- OBLIGATIONS OF [UNIVERSITY].

To carry out the Research Project, [UNIVERSITY], via its [DEPARTMENT], in the [FACULTY], undertakes as follows:

- (i) To assign the teaching and research staff it deems necessary to carry out this Research Project, providing them with the administrative support and the resources required for such purposes. In particular, [UNIVERSITY] designates Mr./Ms. [RESEARCHER/LECTURER] as members of the Research Project team.
- (ii) To furnish, once one year of the term of this Agreement has elapsed and on completion of the Research Project, at least, all such information and documentation as may be required by the Banco de España in order to review the status of the Research Project. Moreover, the Banco de España may require that [UNIVERSITY] provide information and documentation concerning the Research Project at any time during the term of this Agreement.
- (iii) To ensure that any activities relating to or deriving from the Research Project continue beyond the term of the Agreement.
- (iv) To disseminate the results of the Project in the form of articles or books published in journals or by publishers of recognised academic excellence. Any publications detailing the results of the Research Project, or the activities pursued in this connection, shall expressly acknowledge the financial backing of the Banco de España.

THREE - TERM AND EARLY TERMINATION.

This Agreement shall have a term of not more than one year and shall enter into force on the date on which it is executed.

The Banco de España shall follow up to ascertain the degree to which the provisions of this Agreement have been observed, and the continuity or otherwise of this Agreement, and of the financial aid initially allocated hereunder, may depend on its conclusions. The follow-up evaluations shall be carried out by a committee appointed by the Banco de España, to which [UNIVERSITY] may appoint a representative.

The Banco de España may institute the early termination of this Agreement where, in its opinion, the Research Project is not being performed, to its full satisfaction, in line with the provisions of the Terms and Conditions of the call for applications for the Research Grant Programme (the Terms and Conditions of which are attached to this Agreement and are signed by the parties as an integral part hereof) and of this Agreement, thereby releasing it from its obligation to make any outstanding payments in relation to the Research Project, notwithstanding the provisions of Clause Five below.

FOUR - CONTRIBUTION OF THE BANCO DE ESPAÑA.

The maximum contribution of the Banco de España to the research project under this Agreement shall be €15,000, payable as follows: one-half of the approved contribution on commencement of the partnership and the remaining half on completion of the project.

The above amount of €15,000 shall be deemed gross, and therefore subject to any such deductions, withholdings or additions as may be applicable per the prevailing legislation of a tax-related or any other nature.

FIVE - SERIOUS BREACH OF OBLIGATIONS.

A serious breach on the part of [UNIVERSITY] of the undertakings set out in the Terms of the call for applications for the Research Grant Programme or in this Agreement shall entitle the Banco de España to (i) institute the early termination of this Agreement on the terms provided for in Clause Three above, (ii) be refunded for the amounts paid under this Agreement, plus the statutory interest, and (iii) claim any such damage or losses to which it may be entitled as a result of the serious breach by [UNIVERSITY].

SIX - LEGISLATION AND JURISDICTION.

This Agreement shall be governed by Spanish law, and its content interpreted on this basis. The parties, with the express waiver of any other jurisdiction to which they may be entitled, submit expressly and irrevocably to the jurisdiction of the courts and tribunals of the city of Madrid.

In witness whereof, the parties sign this Agreement.

On behalf of the Banco de España,	On behalf of [UNIVERSITY],
[POSITION]	[POSITION OF THE SIGNATORY]