

EXPLANATION OF CLAUSE EIGHT OF THE CALL TO THE “FUNDACION GRUPO SIRO AWARD TO AGROALIMENTARY INVESTIGATION” IN RELATION TO THE INTELLECTUAL PROPERTY RIGHTS.

In this clause two different kinds of assigned rights as well as different terms can be distinguished. On one hand and **in first place**, we find those rights that are assigned in a non-exclusive basis and for a 5 years term. These rights refer to those which are purely of Intellectual Property, among which we can mention distribution, communication or diffusion rights. The rights listed in clause eight in this respect are only by way of example, taking into account that, since Intellectual Property is constantly evolving, it is almost impossible to exhaustively determine those rights. Therefore, it is desirable to also include the exploitation rights that will be developed in the future.

Regarding the non-exclusive nature of this assignment, this implies that the grantor will be also allowed to perform his own exploitation of the work and/or assign the exploitation rights to third people different from Fundación Grupo Siro (concurring assignees). It must also be clarified that, when in this paragraph the term “transformation” is used, it includes all modification or alteration of the work, including its translation, either complete or in part, to any other language spoken anywhere in the world. The author on his side keeps for this 5 years term the right to be quoted by Fundación Grupo Siro as the author of the creation every time it publishes or reproduces in any manner the awarded work, either totally or only in part.

In the **second paragraph** of this clause, all the rights are assigned except for the operation rights mentioned in the previous paragraphs, without territorial limitations and for a 3 years term. Therefore, this second paragraph is referring to the assignment of all the rights different from those of Intellectual Property, like for example those works that could be developed in the future as a consequence of the findings contained in the awarded work, i.e. the derived works that Grupo Siro may carry out in a future for its business activities thanks to the findings of the investigation of the awarded work. In this case the assignment of rights will be performed in an exclusive basis, meaning that only Fundación Grupo Siro, or any of the companies integrating the Group, may use them.

In this event, the Fundación Grupo Siro must communicate the author of the awarded work by means of written notice that it wishes this 3 years term assignment of non Intellectual Property rights to be performed, and must do so in a maximum term of 6 months counting from the granting of the award.