**LETTER OF COMMITMENT TO PARTICIPATE**

City and Date, Bogotá

By and between the undersigned, to wit: [name of researcher 1], of legal age, holder of citizen identity card No. [Card number] issued in [Place of issue], who acts in his or her capacity as [position], of the School / Department [Name of School / Department], as party of the first part, and [name of researcher 2] of legal age, holder of citizen identity card No. [Card number] issued in [Place of issue], who acts in his or her capacity as [position], of the School / Department [Name of School / Department], as party of the second part.

**RECITALS**

**PARTICIPATION.** We, [name of researcher 1] and [name of researcher 2], express our intention to participate in the development of the project [title of project], if such is approved, under the terms of reference and rules of the call [name of the call].

**INTELLECTUAL PROPERTY.** We, [name of researcher 1] and [name of researcher 2], are interested in responding to the [name of the call] and developing the project named [“Title of the project”].

Based on the foregoing recitals, **THE PARTIES** agree as follows:

**FIRST. Ownership of moral rights**. Moral rights to the results obtained during the development of or in connection with **THE PROJECT** will belong to all and each of the authors and inventors.

*The term author must be understood as the physical person (natural) who makes the intellectual creation of literary or artistic nature. We must infer from this definition, in the first place, that only a human being can have the condition of author. In the second place, the expression “who makes the intellectual creation” means that to be considered the author or the co-author of a work, such a person must have carried out, by himself or herself, the mental process that entails conceiving and expressing a literary or artistic work.*

*Several natural persons will have the condition of co-authors if it is possible to argue that they have made the intellectual creation when regarding each of them under the terms mentioned above. The mere contribution of ideas that help as background for the work’s creation, the purely physical or mechanical contribution that is non-creative, or the shaping of the work do not grant the condition of author to those who carry out these actions. The author is the original owner of the moral and property rights that are recognized by law.*

**SECOND. Publications.** In the publications that arise from **THE PROJECT**, summaries or any other way of disclosure that could take place, the names of the authors and the co-authors of **THE PROJECT** shall be always mentioned.

**THIRD. Property rights.** Ownership of property rights belongs to **THE PARTIES**, in accordance with the contributions of intellectual property made in execution of **THE PROJECT.**

**PARAGRAPH:** The parties undertake to establish, prior to the commencement of the project, the terms and conditions regarding confidentiality and property rights and the exploitation with the establishment’s participants, imposing the obligation to the authors and inventors to assign their property rights over the works or creations that in practice are generated during the development of or in connection with the project.

**FOURTH. Confidentiality.** Unless previously and expressly authorized by the owner of the rights, the undersigning parties to this Agreement, as well as all and each of the persons that are under their subordination, undertake to preserve and maintain in a strictly confidential manner, and not to disclose, use or take advantage of the following:

* All the information, data, materials, procedures, and details provided in connection with or during the development of **THE PROJECT** that have been presented and/or delivered as confidential while they have such a characteristic or while they are handled as commercial or trade secrets.
* All information of the other parties, to which they have had access by virtue of the development of **THE PROJECT** submitted before [name of funding entity], which is deemed as privileged information.
* All information of one of the parties shared among the other parties that can be the object of legal protection as intellectual property in of itself and without being developed.

**FIFTH. Declaration.** In the document wherein **THE PARTIES’** contractual relationship is executed, once granted the funding, and before commencing **THE PROJECT’S** implementation, **THE PARTIES** shall agree specifically as to how to quantify the participation’s percentage distribution regarding the property or exploitation rights for each one of the uses or exploitations of the intellectual property products arising from **THE PROJECT**, and they shall determine how to deal with the possible commercialization orders. They shall also determine the measures to be taken regarding the custody and care of the technological products, prototypes, or datasets that become materialized during the term of **THE PROJECT**. They shall determine how to define the custody and care of such goods upon their completion and liquidation.

**PARAGRAPH:** During the development of **THE PROJECT**, authorship participation regarding the intellectual property of each product may undergo modifications according to the intellectual contribution of each one of the groups and their members. To determine the final participation in the ownership of the intellectual property, the relevant records from the research logbook or the corresponding lab books shall be examined.

**SIXTH. Governing rules and regulations.** In the case of the University, this Agreement is executed in compliance with the national and community rules and regulations in force that govern in matters of Intellectual Property. Ignorance of such legislation may result in civil and criminal lawsuits pursuant to Colombian laws.

**SEVENTH. Arbitration. THE PARTIES** agree that in the case of any dispute, controversy, or claim arising from or related to **THE PROJECT** and any of its subsequent modifications, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach of compliance, or termination, as well as non-contractual claims, they will submit themselves to mediation in accordance with the Mediation Rules of the WIPO.

**THE PARTIES** have read and understood this Agreement of Intellectual Property, and they understand their explicit responsibilities set forth in the Agreement.

In witness whereof, the parties sign this document on the [date (XX)] of [month], [year (XXXX)].

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| Signature:  Name: **XXX**  Position:XXX  Establishment: xxxxxxxx | Signature:  Name: **xxx**  Position: xxxx  Establishment: xxxxx |