**Checklist for Bilateral Agreements between BSC and Companies
(for R&D and services)**

|  |  |  |
| --- | --- | --- |
|  | Yes | No |
| 1. Does the contract enable us to test/develop/improve BSC’s own technology?[[1]](#footnote-1)
 |  | x |
| 1. Are we being asked to work on a best-effort basis?[[2]](#footnote-2)
 |  | x |
| 1. In the case of services, are we sure that no company in Spain can do the same work?[[3]](#footnote-3)
 | x |  |
| 1. Can we demonstrate that the BSC PI and his/her team has the necessary experience and skills in order to fulfil the contract?[[4]](#footnote-4)
 | x |  |
| 1. Do we have the breakdown of the numbers which show that the offer we make to the company is higher than direct labour costs + other direct costs + our real internal overhead (%)[[5]](#footnote-5)
 | x |  |
| 1. Have you involved BSC PMO/Tech Transfer from the initial stages of the contact with the company?[[6]](#footnote-6)
 | x |  |

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Mauro to provide relevant extracts from the relevant legislation.

1. BSC’s basic mission is to do research and generate our own technologies. Ideally we should be able to show that a contract with a company will allow us to contribute to this mission. [↑](#footnote-ref-1)
2. BSC avoids signing contracts in which we are obliged to produce guaranteed results. We are a research centre and research always involves the risk that, despite your best efforts, the objective will not be reached. [↑](#footnote-ref-2)
3. If we are offering . [↑](#footnote-ref-3)
4. Companies are very demanding, we need to be confident that, in the exception case that we guarantee a result, that we have the skills and track record to fulfil the contract. [↑](#footnote-ref-4)
5. This is extremely important as, if a company complains that we are engaging in unfair competition, we need to be able to prove that we are not distorting the market by being able to offer lower prices due to the fact that we are substidised by the public administration. In the case that we think a company may be able to offer a comparible service, we need to prove that our prices include a margin which is in line with the market. [↑](#footnote-ref-5)
6. This is important in order to avoid researchers or others making committments verbally to a company, which BSC may not legally be able to fulfil. If BSC legal sees the contract at the final stages, it may include content which we are unable to fulfil and communicating this to the company at the end of a possibly long process may result in a deterioration of the reputation of the centre. [↑](#footnote-ref-6)