

**AGREEMENT for the performance of Research works**

**No. ……./2022**

Signed on ............ .. 2022 between:……………….…………………………………… located …………………………………………………..……... ..,NIP ..................... .., hereinafter referred to as the "Ordering Party",

represented by: …………………………….………………………..

and

**InnoTech4Life Sp. z o.o.** (Spółką Celową SGGW) located at Nowoursynowska Street 166 bud. 8/119, 02-787 Warsaw, NIP: 951-252-20-02, KRS: 0000906024

Represented by Ms Judyta Sobczyk – Attorney

named „**InnoTech4Life**” or „**Contractor**”,

collectively hereinafter referred to as "**Parties**", and individually as "**Party**".

**Definitions**

The following capitalized terms in this contract have the following meanings:

1) **Research** - shall mean all activities of the Contractor aimed at performing experiments and their analysis or development of an expert opinion or theoretical study, which is included in the subject of the Agreement.

2) **Company Secret** - any information concerning the Ordering Party, its activities, including the Product and its production technology, which is not generally available, as well as the course and results of the conducted Research, as well as marking as a Trade Secret or a similar designation. In case of doubts as to whether a given information is a Business Secret, the Parties will deal with it as with a Business Secret.

3) **Product** - Report / product / object / data / sample \*, which is the subject of research - \* delete as appropriate.

4) **Agreement** - it should be understood as this agreement.

**§ 1.**

**Subject of the contract**

The Ordering Party entrusts, and the Contractor accepts the research work, resulting in the creation of .........................., hereinafter referred to as .......................................................... or Product.

**§ 2.**

**Dates for the accomplishment of the Subject of the Agreement**

1. The Parties agree on the completion date of the Research, which is the subject of the Agreement, on ………………, if all necessary materials are submitted for the Research no later than ……. days from signing the Agreement.
2. If the Ordering Party fails to comply with the condition referred to in sec. 1, the date of the Research will be appropriately postponed. Possible extension of the Research completion date, not resulting from the Ordering Party decision, does not affect the Contractor's remuneration referred to in § 6 sec. 1.

**§ 3.**

**Obligations of the Parties**

 The Contractor undertakes to store the Product for the Research in a manner ensuring its confidentiality and protection of the rights and interests of the Ordering Party.

**§ 4.**

**Performing the Research**

1. If it turns out in the course of the Research that its continuation is pointless for important and justified reasons, or the final result may not be in accordance with the assumptions made, the Contractor is obliged to immediately notify the Ordering Party, who may decide to discontinue the Research.

2. In the case referred to in para. 3, the Parties shall consider the advisability of continuing the Research within 14 days from the date of notification by the Contractor to the Ordering Party, while determining the degree of its advancement.

3. In the event of discontinuation of the Research, the Ordering Party is obliged to cover the costs of the performed part of the Research according to its stage of advancement and the costs resulting from the Contractor's obligations towards third parties.

**§ 5.**

**Receipt of Research Results**

1. The Research results from each stage will be provided to the Ordering Party within 7 days of the formal notification, in the form of a Report to the e-mail address provided by the Ordering Party and / or in print and / or in writing.

2. Obtaining a negative result of the Research carried out in accordance with the Agreement does not release the Ordering Party from the obligation to pay the remuneration determined in accordance with § 6 of the Agreement.

**§ 6.**

**Remuneration**

* + 1. The remuneration for the Contractor for the execution of the Research is…. ………….…. PLN

 (…………………… .. ……………………………………… .... PLN) net, plus VAT 23% tax.

* + 1. The remuneration specified in sec. 1 will be paid by the Ordering Party on the basis of a VAT invoice issued by the Contractor in accordance with the provisions of § 9 of the Agreement.

**§ 7.**

**Conditions of the Agreement**

1. The Agreement will be performed by the Contractor as paid research services.
2. On behalf of the Contractor The person in charge for the management and supervision of the Research planned in this Agreement is……………………….

**§ 8.**

**Copyright**

1. The Parties agree that, as part of the remuneration determined in accordance with § 6 of the Agreement, the Ordering Party is entitled to use the results of the Research in its own business, including the right to modify these results, after prior written approval of the modification by the Contractor.

**§ 9.**

**Terms of payment**

1. Upon completion of the Research, the Contractor shall issue and provide the Ordering Party with an invoice for the work performed.

2. The Ordering Party undertakes to make the payment by bank transfer to the Contractor's account indicated on the invoice, within 7 days from the date of receipt of the invoice from the Contractor.

Payment is made in two installments:

- the first payment of 50% payable before the start of the project,

- the second payment in the amount of 50% after the approval of the final report on the executed order.

3. The Ordering Party authorizes the Contractor to issue an invoice without the Ordering Party's signature.

**§ 10.**

**Term and termination of the Agreement**

1. The contract expires as a result of the fulfillment of obligations by the Parties.
2. Each Party has the right to terminate the Agreement in writing, otherwise null and void, with a 7-day notice period.
3. In the event of breach of its agreements by one of the Parties, the aggrieved Party shall summon the breaching Party to discontinue the breaches and remove their consequences, within the time necessary to perform the above obligations.
4. After the ineffective expiry of the specified period in the preceding paragraph, but not shorter than 5 working days, the injured Party may withdraw from the Agreement with immediate effect by submitting in writing within 3 days from the date of ineffective expiry of the period specified in the preceding paragraph, otherwise null and void statement on termination of the Agreement with immediate effect.
5. In the event of an earlier termination of the Agreement due to the circumstances referred to in sec. 2 to 4, § 4 sec. 5 and 6 of the Agreement are in law.

**§ 11.**

**Confidentiality obligation**

1. The Contractor undertakes, during the term of the Agreement, and within 5 years after the end date of the Agreement, to keep confidential information that is a Business Secret.
2. The enforcement of the Business Secret regarding information ends when it is made public in any form by the Ordering Party or with its written permission.
3. The Contractor acknowledges and accepts that the Business Secret is a valuable property belonging exclusively to the Ordering Party. The Contractor does not acquire any rights to the Business Secret.
4. Each Party is obliged to use the materials and information obtained from each Party as a Business Secret and to use it only in the Research work planned in the Agreement.

**§ 12.**

**Representatives of the Parties**

1. For working contacts in matters related to the implementation of the Agreement, the Parties designate:

a) on the part of the Ordering Party:

- ………………. ……… .., tel. …………… ..…., E-mail: ……………………… ...

b) on the part of the Contractor:

- …………………………., Tel. ……………… ..., e-mail: ……………………… ..

2.All notifications related to the implementation of the Agreement and ongoing contacts of the Parties may be made in the form of an electronic message (recommended) or other available means of delivery (e.g. post office, courier, carrier) to the above-mentioned e-mail addresses or postal delivery addresses indicated in comparison to the Agreement.

3. Notifications and declarations that absolutely require a written form will be sent to the addresses of the Parties indicated in the Agreement, by courier, registered mail or in person, with acknowledgment of receipt.

**§ 13.**

**Final Provisions**

1.All amendments to the Agreement shall be made in writing under pain of nullity, except for the data indicated in § 12 of the Agreement.

2. Neither Party may transfer its rights or obligations under the Agreement to a third party without the prior consent of the other Party, expressed in writing under pain of nullity.

3. In the event that any of the provisions of the Agreement turn out to be invalid or ineffective, this shall not affect the validity of the Agreement in the remainder, provided that the operation of the Agreement without these provisions has economic justification for the Parties. In place of invalid provisions of the Agreement, the relevant provisions of generally applicable law shall apply.

4. Failure by any of the Parties to properly perform any obligations of the other Party resulting from the Agreement, does not mean that this Party waives any rights under the Agreement.

5. In matters not covered by the Agreement, the provisions of the Civil Code and other acts shall apply.

6. In the event of any disputes or ambiguities regarding the performance of the Agreement, the Parties undertake to settle them amicably, and in the event of failure to reach an agreement, they may refer the dispute to the jurisdiction of the common court competent for the seat of the Contractor.

7. The Ordering Party undertakes to provide, on behalf of the Contractor, the information contained in Annex 1 to this Agreement to all persons whose data will be processed by InnoTech4Life Sp. z o.o. under the contract, among others representatives of the Ordering Party and / or its proxies, contact persons and persons authorized by him to sign all declarations on behalf and for the benefit of the Ordering Party, related to the implementation of the Agreement.

8. The contract was drawn up in 2 identical copies, one for each of the Parties.

**The Ordering Party The Contractor**

 *……..……………………………………..*

