

**Framework AGREEMENT for the performance of research works**

 **PB No. ……. / 2022**

Signed on ............ .. 2021 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** - means 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 and

in the test schedule, constituting Appendix 1 to 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**

1. The subject of the contract is the preparation by the Contractor, at each request of the Ordering Party, of a study, report or research report resulting in a written report hereinafter referred to as the "Report" prepared by the Contractor in accordance with the specification of a specific individual order, submitted by the Ordering Party, Contractor in writing or to the address electronic mail intended for delivery.

Each study or report should contain the necessary elements for a specific order, such as: subject, task, scope of research in accordance with the protocol of transferring the samples for laboratory tests and the order to perform laboratory tests of soil samples, be prepared in Polish or English (depending on the order specifications), 12 point font, with 1.5 line spacing, on A4 paper, taking into account the specificity of a given study or test report.

2. A specific order for the development or test report of a Product may also contain an additional provision required by applicable law, provisions of contracts concluded by the Ordering Party related to public procurement.

**§ 2.**

**Term of the Agreement**

1. The contract is concluded for the period from ………………. until ……………….

2. The date of commencement of a single Research, and the date of its completion, will be specified in the individual order of the Ordering Party initiating the commencement of a given Research, provided that the Ordering Party delivers the Product for the Research no later than on the date indicated as the date of commencement of the Research.

3. If the Ordering Party fails to comply with the condition referred to in para. 1, the date of the Research will be appropriately postponed. Possible extension of the test completion date, which does not result from the Awarding Entity's decision, does not affect the Contractor's remuneration referred to in § 6 sec. 1.

**§ 3.**

**Obligations of the Parties**

1. The Ordering Party undertakes:

a) provide all necessary ………………………………… ...… ... and materials for the Research;

b) provide that part of the Product for the Research that is destroyed during the Research, free of charge;

c) cooperate with the Contractor as part of the Researcht by answering questions and providing the necessary documents, samples and materials regarding the Product for Research.

2. The Contractor undertakes to:

a) store the Product for Research in a manner ensuring its confidentiality and protection of the rights and interests of the Ordering Party;

b) return to the Ordering Party those parts of the Product after the Research, which were not destroyed during the Research, in technical condition resulting from the wear and tear related to the Research, unless the Parties agree on a different way of using the Product in a separate agreement;

c) performance of the Research with the participation of appropriately qualified personnel, using its own technological facilities, taking into account the professional nature of the business and in accordance with the provisions of law in force at the time of performance of the Agreement;

d) ensure, as part of the remuneration referred to in § 6 sec. 1, materials and measurement and research equipment needed for the proper conduct of the Research;

e) take into account the Ordering Party recommendations and comments regarding the Research contained in the Research Schedule, attached as Appendix 1 to the Agreement, unless the given recommendations and comments are pointless or useless, about which the Contractor undertakes to immediately inform the Ordering Party;

f) informing the Ordering Party about the progress of works.

**§ 4.**

**Performing the Research**

1. The Contractor undertakes to conduct the Research in accordance with the Research Schedule, which constitutes Appendix No. 1 to the Agreement.

2. The Contractor's accession to the Research and the receipt of the Report after the Reseatch by the Ordering Party is confirmed by the handover protocol constituting Annex 2 to the Agreement.

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

4. In the case referred to in sec. 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.

5. 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.

6. The progress of the Research at the time of its termination will be determined by protocol with the participation of the Ordering Party, in accordance with the Research Schedule. The Contractor shall notify the Ordering Party in writing of the date of the report at least 3 days prior to this date.

7. If the representative of the Ordering Party fails to appear within the time limit specified in the preceding paragraph, the Contractor shall draw up a unilateral commission protocol, which will be the basis for the settlement of the costs of the Research.

**§ 5.**

**Receipt of Research Results**

1. The Contractor is obliged to notify the Ordering Party in writing, by e-mail or by traditional mail, about the performance of the subject of the Agreement.

2. The results of the Research or its individual stages will be provided to the Ordering Party within 7 days of notification, in the form of a Research Report to the e-mail address provided by the Ordering Party and / or in the form of a computer printout and / or in writing.

3. The receipt of the Research results will be confirmed by a handover protocol. The model of the handover protocol is attached as Annex 2 to the Agreement.

4. If the Ordering Party has not received the Research results within the time limit referred to in sec. 2, the Contractor has the right to draw up a commission unilateral acceptance protocol, which is the basis for settlements.

5. The Contractor is not responsible for the usefulness of the Research results in the economic activity of the Ordering Party, and is not responsible for the consequences of decisions made on the basis of them.

6. The Ordering Party undertakes to notify the Contractor about the application of the Research results in his own business.

7. The receipt of 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 Parties agree that the total remuneration due to the Contractor for the performance of the Subject of the Agreement and the transfer to the Ordering Party of proprietary copyrights to the resulting Work - Report, in accordance with § 8 of the Agreement, will result from the number of tests performed in the settlement period. The prices for individual research are included in Appendix 3 to this Agreement.

2. 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 for the performance of the Agreement**

1. The subject of the Agreement will be performed by the Contractor as part of the provision of research services.

2. The Contractor takes over the management and supervision over the performance of the Subject of the Agreement p. xxx

**§ 8.**

**Copyright**

1. In order to remove doubts, the Parties declare that, as part of the conclusion of this Agreement, the Contractor does not transfer to the Ordering Party any rights to any intellectual property rights arising in the performance of the Report, including in particular proprietary copyrights, related or subsidiary rights and industrial property rights, and the Ordering Party does not acquire these rights in any scope as part of the payment of the remuneration determined in accordance with the provisions of the Agreement.

2. 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 Report in its own business, including the right to modify the Report, after prior written approval of the modification by the Contractor. As part of this right, the Ordering Party shall not be entitled to use the name or logo of the Contractor, or otherwise indicate the Contractor's participation in the preparation of the Report, unless the Parties agree otherwise in a separate agreement.

**§ 9.**

**Terms of payment**

1. After drawing up the acceptance protocol, the Contractor shall issue and provide the Ordering Party with an invoice for the Report.

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.

3. In the event of delay in payment, the Contractor has the right to charge the Ordering Party with statutory interest for delay in commercial transactions.

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

**§ 10.**

**Third party entities**

Due to the wide range of tasks, InnoTech4Life may (subject to the requirements of §12) use external entities (in particular research units of the Warsaw University of Life Sciences), however, it is responsible for their work as for its own.

**§ 11.**

**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 under pain of nullity, with a 7-day notice period.

3. In the event of a breach of its essential provisions by the other Party, the aggrieved Party shall summon the breaching Party to discontinue the breaches and remove their effects, within the time necessary to perform the above obligations.

4. After the ineffective expiry of the deadline specified in the preceding paragraph, but not shorter than 5 working days, the injured Party may withdraw from the Agreement with immediate effect, by submitting within 3 days from the ineffective expiry of the deadline specified in the preceding paragraph, in writing under pain of nullity statement on termination of the Agreement with immediate effect.

5. In the event of early termination of the Agreement due to the circumstances referred to in paragraph 2 to 4, the provisions of § 4 sec. 5 and 6 of the Agreement.

**§ 12.**

**Confidentiality obligation**

1. The Contractor undertakes, during the term of the Agreement, and within 5 years after the expiry of the Agreement, to keep confidential information that is a Business Secret.

2. The given information ceases to be a Company Secret at the moment of making it public in any form by the Ordering Party or with its written consent.

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 Trade Secret.

4. Each Party is obliged to treat the materials and information obtained from each other as a Business Secret and to use it only in the work on the implementation of the Research.

**§ 13.**

**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:

- Judyta Sobczyk, phone: 501 100 473, e-mail: j.sobczyk@innotech4life.pl

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.

4. A party wishing to change an address, e-mail address or contact person should notify the other Party without delay. In the event of failure to notify the other Party about the change of contact details, all letters, notifications and other correspondence sent to the current address will be considered as properly delivered.

5. The change referred to in para. 4 above, does not constitute an amendment to the Agreement.

**§ 14.**

**Final Provisions**

1.All amendments to the Agreement shall be made in writing under pain of nullity, except for the data indicated in § 13 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 the 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 3 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. Correspondence sent under this Agreement returned with the post office note: "not picked up on time", "addressee moved out" or the like, shall be deemed effectively delivered.

9. The contract was made in 2 identical copies, one for each of the Parties.

**For the Ordering Party For the Contractor**



Annex 2 to the Agreement

**Research schedule**

|  |  |  |  |
| --- | --- | --- | --- |
| Task number  | Task title (with a short description of the scope, if required)  | Date | Total gross cost of the task, PLN |
| start task |  completion task |
|  |  |  |  |  |

Annex 2 to the Agreement

**Handover protocol**

Drawn up on …………… .. in ………………………….

on the transfer - receipt of the Subject of the Agreement of ..................

Ordering Party:

……………….…………………………………… located …………………………………………………..……... ..,NIP ..................... .., hereinafter referred to as the ,

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

Contractor:

**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**”,

**Subject of handover - receipt: "Research report ......................................................... ..."**

**Composition of the commission**:

|  |  |  |
| --- | --- | --- |
| **Representatives** | **Name and surname**  | **Function / position** |
| Ordering Party |  |  |
| Contractor |  |  |

The parties / the Commission agreed that the subject of the Agreement was performed in accordance with the Agreement, without reservations.

The protocol was drawn up in two identical copies, one for each of the Parties.

 **Representative of Ordering Party Representative of InnoTech4Life**