

**CONTRACT**

 **No. ……./2022**

Signed on ................. between: …………………………………………………Tax number (TIN) ............................., 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 terms in this contract have the following meanings:

1. **Research** - means all activities of the Contractor *i.e.* 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 research timeline and schedule, constituting Appendix 1 to the Agreement.

2) **Business 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 it as a Trade Secret or similar. 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.

1. **Product** - Report / product / object / data / sample \*, which is the subject of research - \* delete as appropriate.
2. **Agreement** - it should be understood as this document.

**§ 1.**

**Subject of the contract**

The Ordering Party entrusts, and the Contractor accepts the research work, resulting in the creation of Report.

**§ 2.**

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

1. The Parties agree on the starting date the Research on ……………… and completion date of the Research, which is the subject of the Agreement, ……………., if all necessary materials are submitted for the Research no later than 7 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**

1. The Ordering Party will:
	1. provide all necessary materials for the Research;
	2. provide part of the Product for the Research that may/will be damaged during the Research, free of charge;
	3. cooperate with the Contractor as part of the Research by answering questions and providing the necessary documents, samples and materials linked to the Product for Research.
2. The Contractor will:
	1. store the Product for Research in a manner ensuring its confidentiality and protection of the rights and interests of the Ordering Party;
	2. return to the Ordering Party those parts of the Product after the Research, which were not damaged during the Research, in an appropriate technical condition resulting from usage in the Research, unless the Parties agree otherwise in a separate agreement to use the Product;
	3. conduct the Research with qualified personnel, using appropriate 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 the Agreement;
	4. provide, as part of the remuneration referred to in § 6 sec. 1, materials and research equipment required to conduct the Research;
	5. inform the Ordering Party about the Research work progress.

**§ 4.**

**Conduction of the Research**

1. The Contractor undertakes to conduct the Research in accordance with the Research timeline and schedule, which constitutes Appendix No. 1 to the Agreement.
2. The Contractor's accession to the Research and the acceptance of the Report after the Research by the Ordering Party is confirmed by the research protocol constituting Appendix 2 to the Agreement.
3. If in the course of the Research it turns out that its continuation is pointless for important and justified reasons, or the final result may be inconsistent with the adopted assumptions, the Contractor is obliged to immediately notify the Ordering Party, who may decide to terminate the Research.
4. In the case referred to par. 3, the Parties shall determine the level of research progress and decide whether to continue the Research within 14 days from the date of notification by the Contractor to the Ordering Party.
5. In the case of termination of the Research, the Ordering Party is obliged to cover the costs of the accomplished 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 in research protocol with the participation of the Ordering Party, in accordance with the Research timeline and schedule. The Contractor shall notify the Ordering Party in written (at least 3 days prior to the date, when the protocol is ready.
7. If the representative of the Ordering Party will not be present within the time limit set in the point 6, the Contractor will prepare a 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, when the Research planned in the Agreement is finalized.
2. 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.
3. The receipt of the Research results will be confirmed by the research protocol. The protocol template is attached as Appendix 2 to the Agreement.
4. If the Ordering Party has not collected the Research results within the planned date in accordance to point 2, the Contractor has the right to prepare the research protocol ex officio, which is the basis for settlements.
5. The Contractor cannot guarantee the usefulness of the Research results in the economic business use, application of the Ordering Party, and is not responsible for the consequences of decisions made on the basis of Research results.
6. The Ordering Party will notify the Contractor about the application of the Research results in its own economic activity.
7. The receipt of a negative Research Result performed 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 ………

 (in written……………) 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.**

**Intelectual Property (Rights)**

1. In order to remove doubts, the Parties declare that under 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 intellectual rights, 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 preparing the Research protocol, the Contractor will issue the invoice for the Ordering party for the conducted Research.
	2. The Ordering Party will 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. The payment is made in three parts:

-…………………..

-…………………..

-…………………..

* 1. 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.
	2. 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, 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.

**§ 12.**

**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.

**§ 13.**

**Representatives of the Parties**

* 1. For working contacts of the Agreement, the Parties designate:
1. From Ordering Party:

 – ……………….……….., cell phone. ……………..…., e-mail: ………………………...

1. From Contractor:

– …………………, tel. +…………. , e-mail: …………………….

1. All notifications related to the Agreement and contacts between the Parties can be made by electronic communication (recommended) or other available options (e.g. mail, courier, carrier) to the above-mentioned e-mail addresses or postal delivery address indicated in the Agreement.
2. Formal notifications and declarations that 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.
3. The Party that change the address, e-mail address or contact person should notify the other Party without delays. In the case of failure to notify the other Party of the change of contact details, all letters, notifications and other correspondence sent to the current address will be considered as properly delivered.
4. The change referred to in sec. 4, does not constitute an amendment to the Agreement.

**§ 14.**

**Final provisions**

1. All amendments to the Agreement shall be made in writing under the rigor of Agreement cancellation, except for the data indicated in § 13 of the Agreement.
2. The Parties cannot transfer the rights or obligations to a third party under rigor of Agreement cancellation unless

the other Party agrees to transfer its rights or obligations to a third party, which shall be expressed in writing.

1. In the event that any of the provisions of the Agreement are invalid or ineffective, this shall not affect the validity of the Agreement in the other parts if 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.
2. Failure of 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.
3. In aspects not covered by the Agreement, the provisions of the Civil Code and other acts shall apply.
4. 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 country of the Contractor.
5. 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 of and for the benefit of the Ordering Party, related to the implementation of the Agreement.
6. Correspondence sent on the basis of this Agreement returned with the note of the post office: "*not picked up on time*", "*addressee moved out*" or similar, shall be deemed effectively delivered.
7. The contract was prepared in 2 identical copies, one for each of the Parties.

**Signature of the Ordering Party Signature of the Contractor**

 *……..……………………………………..*

Attachment no 1 to the Agreement

**Protocol**

Prepared on …………….. in Warsaw

on the transfer - receipt of the Subject of the Agreement signed on………………

**Ordering Party:** ……………….…………………………………… located …………………………………………...,

………………………….. …………………………………..Tax number (TIN)…………………..,

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

**Subject of the protocol:** **„Report on …………………………………………………...”**

Commission:

|  |  |  |
| --- | --- | --- |
| Representants | Name and Surname | Company position |
| Ordering Party |  |  |
| Contractor |  |  |

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

The protocol was prepared in two identical copies, one for each of the Parties

 ………………………………………….. ………………………………………..

 **Ordering Party Contractor**

Attachment no 2 to the Agreement

INFORMATION CLAUSE

1. The Mandator, acting as a personal data controller within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as ”GDPR”), informs that it will process the personal data provided by the **Mandatary** and related to its representatives and/or attorneys, contact persons and persons authorized by it to sign all statements for and on behalf of the Mandator relating to the performance of the Contract in question, for the purpose and to the extent necessary for the proper performance of the subject of the Contract.

2. The **Mandatary** declares that it has been informed that:

1. The Data Controller of your personal data shall be the InnoTech4Life Sp. z o.o. (Spółką Celową SGGW) located at Nowoursynowska Street 166 bud. 8/119, 02-787 Warsaw, hereinafter referred to as: ”the Data Controller”;
2. The Data Controller has appointed a Data Protection Officer who can be contacted in all matters related to the processing of personal data and the exercise of rights by the data subjects under the GDPR at their e-mail address: iod@innoTech4Life.pl
3. All personal data obtained in connection with the conclusion and performance of this Contract shall be processed pursuant to Article 6 section 1 letter b) of the GDPR – for the purpose of fulfilling the terms and conditions of the Contract, Article 6 section 1 letter f) of the GDPR – for the purpose of securing and asserting possible claims resulting from the Contract or defending against such claims, verification of data in public registers, contacting in matters related to the performance of the Contract as legally legitimate interests pursued by the Data Controller, Article 6 section 1 letter c) of the GDPR – for the purpose of fulfilling legal obligations incumbent on the Data Controller;
4. The recipients of your data shall be entities and bodies, to whom the Data Controller is obliged or authorized to make personal data available on the basis of generally applicable provisions of law, as well as entities to whom the Data Controller will entrust the processing of personal data on the basis of a relevant agreement in connection with the services provided by the aforementioned entity to the Data Controller, and which guarantee due execution of the objectives referred to in point c) above;
5. Personal data shall be stored for the period necessary to perform the Contract, and thereafter for the period and to the extent required by the generally applicable provisions of law or to secure and pursue possible claims and to defend against such claims;
6. Data subjects have the right to access, rectify, erase or restrict the processing of the aforementioned personal data, the right to object to the processing of the data;
7. Data subjects have the right to lodge a complaint with a supervisory authority, in the territory of the Republic of Poland this authority is the President of the Office for Personal Data Protection;
8. providing personal data is voluntary but necessary for the conclusion and execution of this Contract.
9. Your personal data shall not be subject to automated decision-making process and shall not be profiled.