

## PROJECT PROVISIONS OF THE CONTRACT 80.272.79.2024

concluded in Krakow on ..... 2024 by and between:

The Jagiellonian University with its registered office at ul. Gołębia 24, 31-007 Krakow, NIP 675-000-22-36, hereinafter referred to as the " Purchaser ", represented by:

1. .... – ..... JU, with financial countersignature of the Bursar of the JU,

and ....., entered in the National Court Register kept by the Court ....., under the entry number: ....., NIP: ....., REGON: ....., hereinafter referred to as " the "Service Provider", represented by:

1. ....

**As a result of conducting proceedings by way of an invitation to tender procedure based on Article 275.1 of the Public Procurement Law dated 11 September 2019 (i.e. Journal of Laws 2023, item 1605, as amended), the following Agreement has been concluded:**

WHEREAS, Purchaser desires to engage Service Provider pursuant to this Agreement to provide certain services for a scope of a period (the "service period"), in the scope of which Service Provider shall assist the organization with consultation with regards to organization, development, requirements, preparation and networking relevant toward the attainment of European Union sourced research and innovation funding (the "European funding instrument") all as more fully set forth herein (the "Services"); and

**WHEREAS**, Service Provider declares that it has the skills, know-how, permits and ability and desires to perform such Services, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration for the mutual promises set forth herein on terms set forth below, the parties hereby agree as follows:

### 1. DEFINITIONS

- 1.1 **"Deliverables"** means any materials, content, documents or any other subject matter produced pursuant to this Agreement and delivered by the Service Provider to Purchaser within the scope of providing the Services hereunder, including, without limitation, such materials previously delivered to the Purchaser by the Service Provider prior to the Commencement Date ("**Prior Deliverables**").
- 1.2 **"Documentation"** means any user manuals, documents, guides, drawings and other written and or electronic materials pertaining to the Deliverables.
- 1.3 **"Intellectual Property Rights"** shall mean any of the following in any jurisdiction throughout the world: (a) patents, patent applications, patent disclosures and inventions, including any continuations, divisions, continuations-in-part, renewals and reissues for any of the foregoing; (b) internet domain names, trademarks, service marks, trade dress, trade names, logos, slogans, and corporate names, and registrations and applications for registration thereof, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works and registrations and applications for registration thereof; (d) mask works and registrations and applications for registration thereof; (e) computer software, data, data bases and documentation thereof; (f) trade secrets and other confidential information (including ideas, formulas, compositions, inventions

- (whether patentable or un-patentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial and marketing plans and customer and supplier lists and information); and (g) copies and tangible embodiments thereof (in whatever form or medium).
- 1.4 “**Representatives**” means individuals who are employees, service providers, directors or officers of the Service Provider.
- 1.5 “**Services**” means the services set forth in **AGREEMENT**
- 1.6 “**Term**” means the term of this Agreement as set forth in Section 3.5.
- 1.7 “**Third Party Materials**” means any Intellectual Property Rights that are owned by a third party other than the Service Provider or its Representatives, and which are embodied or included in any Deliverable.

## 2. **SERVICES**

- 2.1 Subject to the terms hereof, during the Term, Purchaser agrees to engage Service Provider to provide, and Service Provider agrees to provide to Purchaser, the Services as specifically set forth in this Agreement and deliver to Purchaser such Deliverables set forth herein and/or therein.
- 2.2 Service Provider will (i) perform the Services in accordance with the provisions of this Agreement and (ii) deliver any and all Deliverables to the Purchaser by the Delivery Deadline (as defined in this agreement).
- 2.3 Service Provider shall perform the Services in a workmanlike and professional manner, and with a level of skill, diligence, care and expertise of a skilled service provider in the field of the services being provided hereunder, and to the full satisfaction of the Purchaser.
- 2.4 The Service Provider may not use any third party (other than its own Representatives, if applicable) to perform the Services, without explicit prior written approval of the Purchaser. If the Purchaser explicitly approves in advance and in writing a third party to assist Service Provider in the performance of this Agreement, then: (i) such approval shall not derogate in any way or manner from the duties, obligations, liabilities or any other undertakings of the Service Provider to the Purchaser pursuant to this Agreement, (ii) the Service Provider is and shall remain fully liable to Purchaser for all performance, duties and obligations pursuant to this Agreement, and (iii) any such Representatives shall be bound by any and all restrictions, limitations and obligations by which Service Provider is bound under this Agreement or any other applicable document or law, and Service Provider hereby acknowledges and agrees that Service Provider shall be exclusively responsible and liable to ensure that any and all Representatives shall fully comply with such restrictions, limitations and obligations.
- 2.5 Service Provider will deliver to Purchaser all Deliverables in such medium or format, and make any changes and revisions, as instructed by the Purchaser and/or carry out in each particular instance in respect of each particular Deliverable.
- 2.6 Service Provider will put forth the following resources:
- 2.6.1 expert team of consultants and writers and their expertise in consortium development and grant application
- 2.6.2 extensive international network of academic, industry, NGO, and other partners and affiliates in the European R&I ecosystem

- 2.6.3 Office and network resources
- 2.6.4 The services will include the following:
- 2.6.5 Mapping the areas of expertise at JU
- 2.6.6 Identifying calls relevant to the fields of expertise at JU
- 2.6.7 Informing JU's experts about the relevant opportunities available to them at the EU level
- 2.6.8 Consultation services to JU faculty via text or video calls regarding EU R&I funding opportunities
- 2.6.9 Meeting with JU experts who have expressed interest in doing so to further analyse their areas of research, detail the requirements listed in the EU calls for proposals and providing consultation thereof
- 2.6.10 Consultation regarding consortia partner requirements and availabilities, including upcoming opportunities from partners and affiliates
- 2.6.11 Will make their best efforts to provide to JU faculty services and facilities in available EU spaces for the purpose of advancing JU R&I funding ambitions

### 3. FEES; PAYMENT

- 3.1 The amount of remuneration due to the Service Provider for the performance of the subject of the agreement was determined on the basis of the Service Provider's offer.
- 3.2 The maximum value of the Service Provider's remuneration for the performance of the subject of the agreement is set at the net amount of ..... (in words: ..... 00/100), which after adding the due VAT rate gives the gross amount: .... , (in words: 00/100). The parties will settle in the form of a monthly lump sum: in exchange for the above-mentioned Services and Deliveries, the Ordering Party shall pay to the Service Provider a monthly fee in the amount of ..... (in words: .....) within 21 days from the date of receipt by the Ordering Party of a properly issued invoice . The VAT due on the amount of remuneration will be covered by the Ordering Party to the account of the relevant Tax Office in the event of a tax obligation for the Ordering Party in accordance with the provisions on tax on goods and services.
- 3.3 The remuneration specified in section 2 covers all costs that the Service Provider should have foreseen for the proper performance of the contract.
- 3.4 If the Service Provider does not have its registered office or management board in the territory of the Republic of Poland, it is subject to tax only on the income it achieves in the territory of the Republic of Poland. The Ordering Party reserves that from the above-mentioned amount of remuneration it will deduct the amount constituting all benefits that will arise on the part of the Ordering Party, in particular, it will deduct, as a payer, a flat-rate income tax on the remuneration paid, the so-called withholding tax, when the obligation to pay it arises on the side of the Ordering Party, taking into account the following principles:
  - a) Exclusion from taxation or withholding tax in a lower amount than it results from the Act of 26 July 1991 on personal income tax (i.e. Journal of Laws 2021, item 1128, as amended), i.e. on the basis of an appropriate agreement on the avoidance of double taxation, depends on the Service Provider confirming the taxpayer's registered office for tax purposes by submitting to the Ordering Party a certificate of residence certifying that the given entity has its registered office

- for tax purposes in the territory of a specific country, issued by the competent tax administration authority of that country;
- b) The Service Provider is obliged to provide the Ordering Party with the residence certificate referred to in point a) together with a correctly issued bill;
  - c) if the Service Provider, within the time limit specified in point b) fails to present the certificate, his remuneration specified in par. 1 above, will be reduced by 20% of the due remuneration - taking into account double taxation agreements to which the Republic of Poland is a party (Article 29(1) and (2) of the Personal Income Tax Act), which will be paid to the relevant tax office.

The invoice should be issued as follows:

Jagiellonian University, ul. Golebia 24, 31-007 Krakow,

NIP: PL 675-000-22-36, REGON: 000001270

and marked with a note for which Ordering Entity the order was carried out.

The Service Provider's remuneration is payable by transfer from the Ordering Party's bank account to the Service Provider's bank account indicated in the invoice.

The place of payment is the Ordering Party's Bank, and the payment takes place at the moment of making the transfer order by the Ordering Party.

- 3.5 The services agreement will be provided for a period of 12 months starting from May 1, 2024. Service discontinuation is permissible within three month notice period following notice. Consultation fees will stop immediately at the completion of the notice period. If Purchaser disputes in good faith the due completion of the Service period, or of any portion thereof, it may withhold the applicable portion of the Fees while the parties attempt to resolve the dispute and Purchaser's actions shall not constitute a breach of this Agreement.
- 3.6 The Fees or any applicable portion thereof, as applicable, shall be the sole and exclusive consideration to which the Service Provider will be entitled under this Agreement, and the Purchaser shall not be obligated to remit, and Service Provider shall not be entitled to receive, any other form of compensation and/or reimbursement in connection with Services provided hereunder.
- 3.7 For the avoidance of doubt, the Fee is inclusive of all applicable taxes, except for value added tax if and to the extent applicable and subject to Purchaser's receipt of a properly issued tax invoice from Service Provider. Except for value added tax as per the foregoing, the Service Provider is solely responsible for, and shall pay without any further reimbursement from Purchaser, all applicable taxes and other legally mandated payments and fees due and owing in connection with the performance of the Services or the remuneration that the Service Provider receives under this Agreement.
- 3.8 During the performance of this contract, the Parties allow for the possibility of changing the maximum remuneration due to the Service Provider in the event of a change in the price of materials or costs related to the performance of the contract after 6 months from the date of concluding the contract, and not more often than after another 6 months from the date of concluding the annex changing the amount of the Service Provider's remuneration;

- a) the parties to the contract may request a change in the amount of the Service Provider's remuneration in the event that the change in the price of materials or costs related to the performance of the contract is higher or lower by at least 0.5% than the average annual price index of consumer goods and services announced in the announcement of the Chief Executive Officer the Statistical Office referred to in point b;
- b) the change in the Service Provider's remuneration will take place in relation to the proportionally applied index of changes in the price of materials or costs in the first half of the year in relation to the corresponding period of the previous year, announced in the announcement of the President of the Central Statistical Office in the Official Journal of the Republic of Poland "Monitor Polski" by 20 days after the end of the first half of the year, pursuant to Art. article 20 sec. 3 of the Act of January 12, 1991 on local taxes and fees (Journal of Laws of 2022, item 1452, as amended);
- c) the total maximum value of the change in the Service Provider's remuneration may amount to 5% of the Service Provider's remuneration
- d) the condition for changing the Service Provider's remuneration will be that the party to the contract demonstrates in the manner indicated in point e that the change in the price of materials or costs related to the performance of the contract had an actual impact on the costs of performing the subject of the contract
- e) the party to the contract, within 14 days from the change in the prices of materials or costs related to the performance of the contract, may apply for a change in remuneration, if these changes affect the costs of performing the subject of the contract by the Service Provider. Together with the application, the contracting party will be required to provide a detailed calculation justifying the increase or decrease of costs, respectively. If, after the expiry of the 14-day period, the party to the contract does not request a change in remuneration, the other party to the contract will consider that the change in the prices of materials or costs has no actual impact on the costs of performing the contract by the Service Provider
- f) the legitimacy of the Service Provider's request to change the Service Provider's remuneration should be analyzed
- g) the change in the Service Provider's remuneration should be sanctioned by an annex to the contract and will be effective from the date of the amendment to the contract and applies only to the unrealized part of the contract

#### **4. REPRESENTATIONS AND WARRANTIES**

Service Provider hereby represents that: It is not bound by any outstanding agreement or obligation that conflicts with any of the provisions of this Agreement, or that would preclude it from complying with the provisions hereof; It is not currently, nor will it, by entering into or performing this Agreement, be deemed to be, violating any rights of any third party, including non-disclosure obligations and non-compete obligations;

- 4.1 It fulfills all the requirements and provisions under applicable law for providing the Services hereunder, it has all the permits, licenses and the approvals required under applicable law for providing the Services hereunder and for performing its undertakings according to this Agreement, and it shall fulfill the provisions of any law with respect to all its actions under this Agreement;
- 4.2 The Deliverables have been newly designed and prepared by the Service Provider specifically and exclusively for the Purchaser and shall be an original work of the Service Provider, created solely by the Service Provider.
- 4.3 Service Provider has the right to assign to the Purchaser, free and clear of any liens or encumbrances, all right, title and interest in all Intellectual Property Rights

- and Deliverables which Service Provider is obligated to assign to Purchaser in accordance with the terms hereof.
- 4.4 The Deliverables shall contain no computer viruses, trojan horses or security flaws that may, or may be used to, modify, delete, corrupt, destroy, disable or otherwise damage or render inaccessible any software or data, whether of the Deliverables or of other software used by the Purchaser; and

## 5. INTELLECTUAL PROPERTY

All right, title and interest in and to Intellectual Property Rights embodied in any Deliverable or portion thereof, that Service Provider creates, conceives, makes, develops, authors, or prepares, whether independently or jointly with others, within the scope of the Services, are and will be deemed “commissioned work” (also known as “work made for hire”), solely and exclusively owned by the Purchaser as of the time of inception, and will be considered Purchaser’s Confidential Information hereunder. Without derogating from the aforesaid, to the extent that Service Provider, as a matter of law, retains ownership of any rights to the Intellectual Property Rights in such Deliverables (“**Retained Rights**”), Service Provider hereby irrevocably and perpetually assigns to the Purchaser, without any further consideration, compensation or right to royalty, any and all such Retained Rights.

- 5.1 If Service Provider owns any Retained Rights that as a matter of law cannot be assigned or if any Deliverable embodies Intellectual Property Rights that have been created, conceived, made, developed, authored, or prepared by Service Provider or its Service Providers outside the scope of the Services, then Service Provider, upon delivery to Purchaser, will specifically identify all such Deliverables and inform the Purchaser thereof in writing, and hereby grants to Purchaser an exclusive, irrevocable, perpetual, worldwide, royalty-free license with the right to sublicense through multiple tiers of sub-licensees, to use and exploit such Deliverables in any form and in any manner whatsoever, whether now known or hereafter developed.
- 5.2 To the greatest extent permissible under law, the Service Provider hereby irrevocably waives, and will cause all its Representatives to irrevocably waive, all moral rights it or they may have in the Deliverables, any rights of paternity or integrity it or they may have in the Deliverables, any right it or they may have to claim authorship of an invention, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, any Deliverable, whether or not such would be prejudicial to the individual’s honor or reputation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty or otherwise.
- 5.3 The Service Provider will assist and cooperate with Purchaser, in all reasonable respects, (a) in actions to acquire, transfer, perfect or maintain Purchaser’s rights in or to the Intellectual Property Rights in the Deliverables (as set forth above), including executing documents associated therewith, and (b) in actions of enforcement of such Intellectual Property Rights. In the event that the Purchaser is unable, for any reason, to secure the Service Provider’s signature on any document needed in connection with the actions specified in this Section 5.3, the Service Provider hereby irrevocably designates and appoints Purchaser and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to

- further the purposes of this Section with the same legal force and effect as if executed by the Service Provider.
- 5.4 Service Provider will lawfully obtain for Purchaser all licenses and consents for Third Party Materials, if any, to allow Purchaser to lawfully utilize the Deliverables, including the right to make commercial use thereof, for any purpose Purchaser deems appropriate.
  - 5.5 Service Provider expressly waives, and will cause its Representatives and subService Providers to irrevocably waive, any right of lien, or similar withholding rights, in or to any Deliverables.

## 6. **INDEMNITY**

Service Provider shall defend, indemnify and hold harmless Purchaser and its affiliates, officers, directors, employees, consultants and other agents ("**Indemnified Parties**") from and against any and all damages, costs, losses, liabilities or expenses (including court costs and reasonable attorneys' legal fees) that any Indemnified Party may suffer or incur in connection with any actual or threatened claim, demand, action or other proceeding by any third party arising from or relating to (i) any breach of this Agreement; (ii) any allegation that any Services and/or Deliverables infringes or violates any Intellectual Property Rights or other rights of a third party; or (iii) any claim for taxes payable in connection with the consideration provided to Service Provider hereunder. Service Provider may not settle or compromise any such suit without the written consent of Purchaser. Purchaser shall notify Service Provider as soon as possible regarding any claim or cause of action hereunder and may be represented in such suit by counsel of its own choosing at its own expense.

## 7. **LIMITATION OF LIABILITY**

EXCEPT FOR DAMAGES ARISING FROM ANY WILFULL MISCONDUCT, FRAUD OR ANY BREACH OF SECTION 9 AND/OR OBLIGATIONS ARISING UNDER SECTION 8, (I) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) EACH PARTY'S AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE FEES PAYABLE HEREUNDER IN RESPECT OF THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE APPLICABLE CLAIM OR CAUSE OF ACTION.

## 8. **CONFIDENTIALITY**

8.1 Service Provider acknowledges that it will receive confidential information relating to the Purchaser's business and technology (the "**Confidential Information**") from the Purchaser during the Term of this Agreement (as defined below). The Confidential Information shall be deemed to include the contents of this Agreement and all information received by Service Provider in connection with this Agreement, except anything designated in writing as non-confidential. Service Provider agrees to maintain the secrecy of the Confidential Information and agrees neither to use it (except for the purposes permitted herein) nor to disclose it to any third party or to any of its Representatives who do not have a need to know such Confidential Information in order to perform the services under this Agreement. Confidential information shall not include any information which is or becomes (i) publicly

available at the time of disclosure, or (ii) becomes publicly available through no fault of Service Provider, or (iii) is rightfully acquired from a third party who is not in breach of an agreement to keep such information confidential, or (iv) in the possession of Service Provider prior to disclosure by Purchaser, as evidenced by its written records, or required to be disclosed by operation of law, or (vi) is independently developed by the Service Provider, without use of the Purchaser's Confidential Information, as evidenced by written records.

- 8.2 Service Provider shall cause its Representatives to keep secret and confidential all Confidential Information that is disclosed to them, in accordance with this Section 8. Service Provider shall cause its Representatives to be bound by provisions of confidentiality that are no less protective than those required under this Agreement and shall be solely responsible for any breach thereof.

9. **NON-SOLICITATION**

Service Provider undertakes that during the Term and for a period of twelve (12) months thereafter, the Service Provider shall not, directly or indirectly, (i) solicit, canvass or approach or endeavor to employ, solicit or entice away or endeavor to solicit or entice away from the Purchaser any person employed by the Purchaser at any time during the twelve (12) months immediately prior to the Delivery Deadline or the lapse of the Extended Term (as defined below), as applicable, with a view to inducing such person to leave such employment and to act for another employer in the same or a similar capacity.

10. **TERM; TERMINATION**

This Agreement shall commence on the Commencement Date and shall be in effect until the completion of the Service period (the "**Term**"), unless earlier terminated in accordance with the provisions of this Section.

- 10.1 Notwithstanding Section 10.1 above, the Purchaser may terminate this Agreement for Cause immediately, without prior notice. For purposes of this Agreement, "**Cause**" shall mean the occurrence of any of the following events: (i) conviction of any felony by the Service Provider involving moral turpitude affecting the Purchaser or any crime involving fraud; (ii) action taken by the Service Provider intentionally to materially harm the Purchaser; (iii) embezzlement of funds of the Purchaser or its affiliates by the Service Provider; (iv) any breach of the this Agreement by the Service Provider.

- 10.2 Upon expiration or termination of this Agreement, Service Provider shall prepare and submit to Purchaser an itemization of all completed and partially completed segments of the Deliverables prepared by it hereunder and immediately deliver to Purchaser such segments of the Deliverables, regardless of their state of completion.

11. **INDEPENDENT SERVICE PROVIDER**

The parties hereto agree and acknowledge that the Service Provider is performing the hereunder as an independent Service Provider, and that nothing in this Agreement shall be construed to create any relationship of employment, association, agency, partnership or joint venture between the Service Provider and the Purchaser, nor shall it be construed to create any relationship other than that of principal and independent Service Provider.

- 11.1 The Service Provider shall be responsible, solely and exclusively, to make all mandatory and other payments in connection with the employment of any of its Representatives. Said payments shall include, without limitation, income tax, National Insurance, social benefits (including, without limitation, pension insurance and disability insurance) and related payments and any and all other payments to any governmental or other relevant authority in connection with the employment of the Representatives.
- 11.2 The Service Provider will defend, indemnify and hold the Purchaser harmless from and against all claims, damages, losses and expenses, including reasonable fees and expenses of attorneys relating to any obligation imposed upon the Purchaser to pay any withholding taxes, social security, unemployment or disability insurance or similar items in connection with compensation received by Service Provider relating to the provision of services under this Agreement or deriving from the adjudication of the existence of an employer-employee relationship between the Service Provider or any of its Representatives and the Purchaser.

**12. MISCELLANEOUS**

The parties agree that the following persons are authorized for direct contacts aimed at ensuring the proper implementation of the subject of the Agreement, its ongoing supervision and verification:

- a) On the part of the Ordering Party: ..... - tel. ...., e-mail: .. ..;
- b) On behalf of the Service Provider - ..... - tel. ...., e- e-mail: .....

An integral part of this Agreement is the documentation of the procedure, in particular the Specification of the Order Terms and Annexes (hereinafter referred to as "SWZ") and the Contractor's offer of ..... 2024.

The Parties agree that the persons indicated above are not authorized to make decisions on changing the rules for the performance of the Agreement, as well as incurring new obligations or amending the Agreement.

In matters not covered by this agreement, the provisions of Polish law shall apply, including the Public Procurement Law (i.e. Journal of Laws 2023, item 1605 and the Act of April 23, 1964 - Civil Code (i.e. Journal of Laws 2023, item 1610, as amended).

The Agreement has been drawn up in four identical copies: two (2) in Polish and two (2) in English, one in each language version for each of the Parties. In case of discrepancies between the language versions, the Polish version shall prevail.

The Parties jointly declare that in the case of concluding this agreement in electronic form with the use of a qualified electronic signature, the electronic document created in this way constitutes a confirmation that the Parties jointly made declarations of will contained therein, and the date of conclusion is the date of submitting the last (later) declaration of will for its conclusion by authorized representatives of each of the Parties.

Purchaser

Service Provider