

**CONTINGENT CONTRACT NO. .... /2020  
concerning the provision of research services**

(hereinafter "**the Contract**")

concluded on ..... in Warsaw, between:

**(COMPANY/ENTITY NAME)**, with registered office at ..... (postal code) at ..... ,  
having Taxpayer's ID number: ..... , REGON: ....., represented by:

**- data of the representing person**

**- data of the representing person**

hereinafter referred to as **the Contracting Authority**

a

**(COMPANY/ENTITY NAME)**, with registered office at ..... (postal code) at ..... ,  
having NIP number: ..... , REGON: ....., represented by:

**- data of the representing person**

**- data of the representing person**

hereinafter referred to as **the Contractor**

The Principal and the Contractor are hereinafter referred to in the Contract individually as the  
"**Party**" and collectively as the "**Parties**".

**STATEMENTS BY THE PARTIES**

The Parties unanimously declare that they are interested in undertaking cooperation in connection with the Ordering Party's planned implementation of a research project, for the implementation of which the Ordering Party applies for co-financing from the European Regional Development Fund from Measure 1.1 „R&D projects of enterprises": Sub-measure 1.1.1, "Industrial research and development works carried out by enterprises" of the Operational Programme Intelligent Development 2014 - 2020.

The Parties further represent and warrant to each other that: (i) they have the capacity to conclude the Contract and that the persons signing the Contract are duly authorised to bind the Parties to the provisions of the Contract, (ii) the conclusion and execution of the Contract does not constitute a breach of any agreement or obligation to which the Parties are a party, nor does it constitute a breach of any administrative decision, order, ruling or judgment binding on the Parties, (iii) they are not aware of any circumstances which prevent or may prevent the implementation of the provisions of this Contract, (iv) the conclusion of the Contract does not require any approvals or permits from public administrative authorities.

## **The parties agree as follows:**

### **§ 1**

#### **Definitions**

Specific terms and definitions referred to and used with a capital letter in this Contract are set out below (in alphabetical order):

1. **Working Days** - days of the week with the exception of Saturdays and public holidays listed in Article 1(1) of the Act on Public Holidays of 18 January 1951 (consolidated text, Journal of Laws of 2015, item 90);
2. **Grant** - the value of support granted to the Contracting Authority from the European Regional Development Fund for the implementation of the Project on the basis of the Grant Agreement;
3. **Intermediate Body** - National Centre for Research and Development;
4. **Project** - a research project for which the Contracting Authority is applying for funding under Sub-Action 1.1.1, "Industrial research and development work carried out by enterprises" of the Operational Programme Intelligent Development 2014 - 2020;
5. **Grant Agreement** - an agreement concluded between the Contracting Authority and the Intermediate Body;
6. **Copyright Act** - the Copyright and Related Rights Act of 4 February 1994 (Journal of Laws 2018, item 1191 as amended );
7. **Results of works** - any intangible assets that will be created as a result of the performance of this contingent agreement, including in particular works within the meaning of copyright law.

### **§ 2**

#### **Purpose of the Contract**

1. The purpose of concluding this Contract is to define the mutual rights and obligations of the Parties, aiming at achieving the objective defined by the Parties, i.e. efficient, effective, conducted on the basis of experience and professional knowledge, with the use of modern techniques, support of the Ordering Party in the scope of Project implementation.
2. Services to the Principal will be provided by the Contractor under the terms and conditions set out in this Contract and as currently agreed between the Parties.

### **§ 3**

#### **Joint statements by the Parties**

1. The Parties declare that there are no restrictions or prohibitions of a legal or contractual nature known to them which would prevent or hinder the performance of this Contract.
2. The Parties undertake to fully cooperate and collaborate with each other for the proper implementation of the Contract, including in particular the uninterrupted implementation of the Project throughout the duration of the Grant Agreement.
3. The parties unanimously declare that their business history to date warrants the proper performance of their obligations under the Contract.

4. The Parties declare that the R&D personnel and the project management personnel indicated by the Contracting Authority in the Grant Application do not perform the same work in the project on the part of the Contractor and the Contracting Authority.

#### **§ 4**

##### **Statements by the Contractor**

1. The Contractor declares that it has the appropriate qualifications, competencies and technical capabilities to ensure that the Contract is executed at the highest level, diligently and conscientiously, in accordance with the Client's assumptions and guidelines and the formal, legal and substantive requirements of the Project, as well as the standards applied in this respect, so that the Contract is executed correctly and in accordance with the purpose for which it was concluded.
2. The Contractor declares, in particular, that it has a team of qualified collaborators, employees and consultants whose participation is necessary for the proper performance of the Contract. The list of key members of the research team who will perform the work covered by this Contract) of the Contractor is indicated in **Appendix 1** (*"List of key members of the research team"*).
3. The Contractor declares that its financial and legal situation permits the proper performance of its obligations under this Contract and, in particular, that it is not in a state of bankruptcy or liquidation or effectively insolvent with regard to its employees or third parties.
4. The Contractor undertakes to provide the services covered by this Contract in a manner that respects the legitimate interests of the Contracting Authority, meets the deadlines set and submits all information to the Contracting Authority in a clear and communicative manner.
5. The contractor also undertakes to provide services in accordance with the state of the art and the applicable standards and regulations.
6. The Contractor shall provide, at its own expense and expense, the equipment, technical base and materials necessary for the execution of the Contract.
7. The Contractor shall be responsible for the legality and legality of the tools used in the execution of the Contract (including: software, applications, technology, access and ability to use sources) and shall be fully liable to the Contracting Authority in this respect.
8. In the event that the Contractor fails to inform the Contracting Authority of any factual or legal circumstances that prevent the effective conclusion and lawful execution of this Contract, the Contractor shall be liable for any damage caused to the Contracting Authority and third parties as a result of such failure.

#### **§ 5**

##### **Statements by the Contracting Authority**

1. The Ordering Party declares that it is an entrepreneur and acts as an independent and autonomous business entity under this Contract.
2. The Ordering Party declares that, within the limits of the applicable law, bearing in mind the subject of the Contract and the purpose that the Parties wish to achieve together, it undertakes to cooperate closely with the Contractor, thereby enabling the Contractor to perform the Contract properly, and undertakes to make available to the Contractor all

documents and instructions that the Ordering Party holds which are necessary for the Contractor's needs and for the proper performance of the subject of the Contract.

## § 6

### Period of validity

1. **The contract is a contingent contract**, which will enter into force after the Contracting Authority has concluded a Funding Agreement for the implementation of the project under Sub-measure 1.1.1: Industrial research and development work carried out by enterprises, under the Operational Programme Intelligent Development 2014-2020.
2. The Contract shall apply from the date of its entry into force (fulfilment of the condition referred to in subsection 1) until the date of signature of the acceptance protocol referred to in § 8 subsection 1 for the last Scope of the subject matter of the Contract.
3. Within 10 (ten ) calendar days of the date on which the Contracting Authority becomes aware of the signing of the Grant Agreement referred to above, the Contracting Authority shall inform the Contractor in writing under pain of nullity.

## § 7

### Subject matter of the Contract

1. The Employer commissions, and the Contractor undertakes to carry out, research work on the **implementation of programming tasks aimed at creating software for processing text logs from information systems.** , covering the following scope:
  - a) **Development of three methods necessary for the creation of a module in the field of Artificial Intelligence, which, by means of selected and validated algorithms, will make it possible to perform automatic detection of unique, rare and anomalous events in text strings derived from ICT system events.**
  - b) **Research into the development of a prototype software for a module in the area of Artificial Intelligence which, using selected and validated algorithms, will enable the automatic detection of unique, rare and anomalous events.**
  - c) **Integration and automation of the code created under scope 2 with the Energy Loserver tool used by the Contracting Authority.**hereinafter collectively referred to as the "**Works**" or the "**Subject Matter of the Contract**", and each separately as a "**Part of the Works**".
2. A detailed description of the commissioned Works referred to in Paragraph 1 is set out in the Request for Proposals, which constitutes Annex 2 to the Contract.
3. The Contractor shall carry out the Works in accordance with the terms and conditions set out in the Contractor's tender, attached as Appendix 3 to the Contract.
4. The work will be carried out on the following dates:  
For Scope 1
  - a) The maximum completion date for Scope 1: 2 weeks from the moment it is ordered by the Contracting Authority.
  - b) Anticipated commissioning date for Scope 1: April 2023 - June 2023

For Scope 2

- a) The maximum completion date for Scope 2: 3 months from the moment it is ordered by the Contracting Authority.
- b) Anticipated commissioning date for Scope 2: July 2023 - September 2023

For Scope 3

- a) The maximum completion date for Scope 3: 3 months from the moment it is ordered by the Contracting Authority.
- b) Anticipated commissioning date for Scope 3: October 2023 - December 2023

## **§ 8**

### **Method of implementation Subject of the Contract**

1. Settlement of the Works covered by this Contract shall take place on the basis of acceptance protocols, separately for each Scope (1-3) referred to in § 7(1), drawn up with the participation of the Parties' representatives within 7 days from the date of written notification of the readiness to submit the results of each Part for acceptance.
2. The protocols referred to in paragraph 1 will form the basis for invoicing by the Contractor.
3. If corrections are indicated to be necessary, the Contractor shall make the corrections within 10 working days from the date of their indication to the Contractor by the Principal. The Contractor shall make the corrections in accordance with the guidelines provided by the Contracting Authority.
4. In the event that the Contracting Authority does not proceed with acceptance of the Scope of Work within 14 days of written notice of the readiness to submit the results of each Scope for acceptance, the Contractor shall have the right to draw up a unilateral report which shall form the basis for settlement.

## **§ 9**

### **Remuneration**

1. For proper performance of the Subject of the Contract, including the transfer of proprietary copyrights and dependent rights, in accordance with § 14 and § 15 of the Contract, the Contractor shall receive remuneration in the amount of ..... PLN gross, in accordance with the Contractor's Offer.  
The remuneration includes due VAT, in the amount of ..... PLN.
2. The remuneration referred to in subsection 1 shall be paid in parts, separately for each of the Scopes indicated in § 7 subsection 1, as follows:
  - a) for Scope no. 1, described in § 7 item 1 point 1 - 30% of the total net remuneration, plus VAT calculated according to the applicable regulations, i.e. .... PLN;
  - b) for Scope no. 2, described in § 7 ust.1 pkt 2 - 30% of the total net remuneration , plus VAT calculated in accordance with the applicable regulations, i.e. .... zł;
  - c) for Scope no. 3, described in § 7 item 1 point 3 - 40% of the total net remuneration plus VAT calculated according to the applicable regulations, i.e. .... PLN;
3. Payment of the remuneration will be made to the Contractor's bank account indicated on the VAT invoice, within 30 days from the date of delivery of the correctly issued VAT invoice to the Contracting Authority.

4. The Contractor's VAT invoice for the completed Scope of Work shall be based on the Acceptance Protocol referred to in § 8 of the Contract.
5. The remuneration shall include the transfer of all copyrights, property rights, industrial property rights referred to in the provisions of §14 and §15 of the Contract, in all fields of exploitation indicated therein.
6. The Parties agree that the remuneration for the execution of the Works shall include the remuneration for the invention or utility model and the know-how obtained, had these intellectual assets been created during the execution of the Works that are the subject of the contract.
7. The Contractor declares that the remuneration under this Contract exhausts all claims of the Contractor arising from its conclusion and performance.

## **§ 10**

### **Force majeure**

1. The parties shall not be liable in the event of non-performance or improper performance of their obligations due to Force Majeure.
2. Force Majeure shall be deemed to be an extraordinary and external event, the occurrence and duration of which are beyond the control of a Party and which it has not been able to prevent despite the exercise of due diligence, in particular natural disasters.
3. Force Majeure does not include:
  - a) an event caused by the Party or by a third party for which the Party is responsible,
  - b) lack of funds, unless the lack of funds is due to Force Majeure.
4. The Party that determines the occurrence of Force Majeure is obliged to notify the other Party without undue delay. The Force Majeure notification must include a description of the circumstances of the event and, if possible, an assessment of its impact on the performance of the obligations provided for in this Contract and the deadlines.
5. The affected Party shall take all necessary measures to limit the effects of the Force Majeure on the performance of its obligations under the Contract.
6. In the event that the Force Majeure ceases, the Party shall notify the other Party without delay.

## **§ 11**

### **Procedure and scope of amending the Contract**

1. In addition to the other circumstances provided for in the Contract, the Contracting Authority reserves the right to amend the Contract with the Contractor in the event of the occurrence of one or more of the circumstances listed below, with the conditions for their introduction stated.
  - 1.1 The Contracting Authority admits the possibility of making significant changes to the provisions of the contract concluded with the selected Contractor in relation to the content on the basis of which the Contractor was selected, in the situations specified in part 6.5.2 item. 20 (b) - (e) of the Guidelines on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020.

1.2 The expected date on which the Contracting Authority will provide a written order for a given scope of R&D work may change in the event of:

- a) delays related to the implementation of stage 2 or 3 of the R&D work of the Contracting Authority's research and development project. In this case, the date of the assignment will be postponed by a period of time corresponding to the period between the date indicated in the approved grant application and the new start date of stage 2 or 3 of the R&D work of the Contracting Authority's project.

1.3 The date or scope of the performance of the Subject of the Contract may change in the following situations:

- a) In the event of force majeure, i.e. an extraordinary and external event, the occurrence and duration of which are beyond the control of the Contracting Authority or the Contractor and which they have been unable to prevent despite exercising due diligence. In such a case, the term of the Contract shall be extended by the time of the occurrence of the force majeure event and the removal of its consequences;
- b) In the event of the occurrence of circumstances beyond the control of the Contractor or the Contracting Authority, provided that the change is due to circumstances that the Contractor or the Contracting Authority could not have foreseen at the stage of publication of the Request for Quotation or submission of the tender and is not attributable to them. The deadline for completion of the Contract shall be extended by the time necessary to eliminate the circumstances for which the Contracting Authority or the Contractor are not responsible.
- c) Suspension of the scope of the service by the Contracting Authority for technical or organizational reasons that make it periodically impossible to continue performing the Subject of the Contract, for the duration of the suspension. The Principal shall notify the Contractor of the suspension of the scope of service, indicating the reason for the suspension;
- d) If it is necessary to introduce changes to the Ordering Party's project requiring the approval of the Intermediate Body. In such a case, the order completion date may be extended by a period of time corresponding to the period from the submission of the request for project modification by the Ordering Party to the time of acceptance of the changes by the Intermediate Body.

1.4 The Contractor's remuneration set out in the contract may change in the following cases:

- a) Change in the applicable VAT rate. In such a situation, the remuneration will be amended accordingly to correspond to the updated rate of this tax for the scope of the service covered by the contract which, as at the date of the change in the rate of tax, has not yet been settled.
- b) In the event of a change in the legal regulations in force on the date the Contractor submits its tender or signs the contract, which will bring new requirements as to how any subject covered by the contract is to be carried out.

1.5 Other changes:

- a) In the event of a change in the legal regulations in force on the date the Contractor submits its tender or signs the contract, which will bring new requirements as to how any subject covered by the contract is to be carried out;
- b) In the event of receipt of a decision from the Intermediate Body containing changes to the scope of tasks, completion dates or setting out additional provisions to which the Contracting Authority will be obliged.

2. Conditions of change:



- 1) Initiation of changes - at the request of the Contractor or the Principal;
- 2) Justification for changes - proper implementation of the Subject of the Contract, reduction of costs, ensuring optimum technical and quality parameters;
- 3) Form of amendment - annex to the Contractor Contract in writing under pain of nullity.

## **§ 12**

### **Termination of the Contract**

1. The Contract may be terminated by either Party by giving 1 months' notice, effective at the end of the following calendar month.
2. The notice of termination shall be addressed to the other Party in writing.
3. The Contractor's giving of notice of termination shall not result in the Contractor being able to discontinue the Work that has commenced, unless otherwise agreed by the Parties.
4. Either Party may terminate the Contract with immediate effect in the event of gross non-performance or improper performance of this Contract by the other Party. It is assumed that gross non-performance or undue performance of the Contract shall take place in particular in the event of a breach of the obligations specified in § 4 and 5 of the Contract, in the event of one Party acting to the detriment of the other Party, in the event of a delay in performance of the subject of the Contract by the Contractor, and in the event of a delay by the Ordering Party in payment of invoices covering the remuneration referred to in § 9 of the Contract, if the payment deadline is exceeded by at least 60 days.
5. Before exercising the right to terminate the Contract with immediate effect pursuant to paragraph 4 above, a Party shall be obliged to call upon the other Party in writing to cease the breaches of the Contract and to perform the Contract properly, setting a reasonable period of time, not shorter than 30 Business Days, for doing so. The Contract may be terminated only after the ineffective expiry of the set period.
6. Both the summons referred to in the preceding paragraph and the declaration of termination of the Contract with immediate effect in accordance with the provisions of this paragraph shall be addressed to the other Party in writing and shall become effective upon its delivery.
7. Notwithstanding the provisions of paragraphs 1-6, the Parties agree that the Contracting Authority shall have the right to terminate the Contract with immediate effect if: the implementation of the Project by the Contracting Authority is discontinued/interrupted for any reason due to the cases indicated in the Project Grant Agreement, if the funding granted under the Project Grant Agreement is withheld by the Intermediate Body or the Intermediate Body demands its return. In the event of termination of the Contract in the cases indicated in this paragraph, the Contractor shall be obliged to discontinue the Work covered by this Contract and the remuneration due to the Contractor under this Contract shall be limited only to the Work already performed. Upon payment, the author's economic rights to the Works for which the remuneration has been paid shall be transferred to the Principal in accordance with § 15 of the Contract.
8. The termination of this Contract by either Party shall not result in the return to the Contractor of any rights that have been transferred to the Contracting Authority pursuant to the Contract during the term of the Contract.

## **§ 13**

### **Transfer of intellectual property rights**



1. The Contractor represents and warrants that:
  - 1) the subject matter of the work will be entirely the result of his or her independent and original work;
  - 2) the object of the work does not infringe on the rights of third parties.
2. The Contracting Authority shall have the right to apply on its own behalf for the legal protection of an invention patent/utility model/registered design right for the results of the work arising in connection with the execution of this Contract.
3. The parties agree that the creator of the invention, utility model/industrial design shall not be entitled to separate remuneration for the use of that invention, utility model/industrial design not resulting from § 9.

#### **§ 14**

#### **Property rights**

1. If, as a result of the performance of the Works covered by this Contract, the Contractor creates works for the Ordering Party within the meaning of the provisions of the Copyright Act, including in particular: designs, databases, analyses, formulas, models, scientific publications, articles, notes, information, computer programmes, etc. (hereinafter referred to as "Works") the provisions of this paragraph shall apply.
2. The Contractor shall, as of the date of transfer to the Contracting Authority, transfer to the Contracting Authority the proprietary copyrights to the Works that he has performed under the Contract during the period covered by the invoice to the extent of all fields of exploitation known at the time of conclusion of the Contract, and in particular the fields of exploitation specified in Articles 50 and 74 of the Copyright Act, such as:
  - 1) in respect of recording and reproduction of Works - production of copies of the Work by a specified technique, including printing, reprography, magnetic recording and digital technique, including, in respect of computer programs - permanent or temporary reproduction of a computer program in whole or in part by any means and in any form to the extent that reproduction is necessary for the introduction, display, use, transmission and storage of the computer program,
  - 2) within the scope of trading in the original or copies on which the Works have been fixed - marketing, lending or leasing of the original or copies or services or products marked with the Graphic Design; including against payment or free of charge, directly or via the public switched telephone network (PSTN), computer network, Internet, telex network, digital network with integration of ISDN services, internal network, public network, NGN (NextGeneration Network),
  - 3) with regard to distribution of Works in a manner other than that specified in pt. 2) - public performance, exhibition, display, reproduction as well as broadcasting and re-broadcasting, as well as making the Work available to the public in such a way that everyone can have access to it at a place and time of their own choosing, including in particular social networks, directly or via the public switched telephone network (PSTN), computer network, Internet, telex network, digital network with integration of ISDN services, internal network, public network, NGN (NextGeneration Network), in digital technology, in analogue technology,
  - 4) posting of Works on an ICT network,
  - 5) backup,
  - 6) to publish (run) and use the Works on an ICT network in "on-line" mode on any number of workstations,

- 7) input into computer memory,
  - 8) use of works to obtain rights under patents, trademarks and industrial designs,
  - 9) use of the Works in the manner specified above, in particular in social networks, advertising, marketing, information materials and products for sale or making available for use, by marking them with the Work, including the marking of promotional campaigns,
  - 10) Use of the Works in the manner indicated above, in particular as part of a publication, illustration of texts, ornamentation, element of a website, in any part or in full, configuration with any other works, texts, comments, reviews, opinions, information, advertising.
3. As a result of the transfer of the copyrights according to section 2 of this article, the Contracting Authority acquires the exclusive right to use the Works to the full extent, in any manner, without time or territorial restrictions.
  4. The Contractor agrees that the Ordering Party, or on his behalf, may carry out all developments, updates and additions to the Works and may use and dispose of them. All rights in this respect (development rights/dependent rights) shall be vested in the Principal. The Contractor shall transfer to the Principal the right to exercise and permit the exercise of the dependent copyright in the Works.
  5. In the fields of exploitation and to the extent specified in paragraph 1 of this clause, the Works may be used commercially both in whole and in fragments. The Ordering Party may also freely use fragments of the Works to the extent justified by the needs of advertising and promotion, and the Contractor consents to this and declares that such use of the Work shall not constitute a breach of the integrity of the Work and the right to its fair use. The Employer shall each time consult the relevant fragment with the Contractor in order to confirm that the integrity of the Work is not infringed.
  6. The Contractor grants the Employer permission to make any changes/modifications/alterations to the Works that it considers reasonable for the accepted use.
  7. With regard to moral rights, the Contractor declares that he has obtained an obligation on the part of the persons to whom such rights are vested to refrain from exercising, with respect to the Ordering Party and its legal successors, moral rights, and in particular - to consent to the Ordering Party's free selection of the time, place and form of the first making available of the Works to the public and not to mark the Works with the authors' names, as well as to the right to make changes and modifications to the Works.
  8. The remuneration for the licensing by transfer of rights referred to in this paragraph shall be within the remuneration specified in § 17 of the Contract, and the Contractor waives any additional claims in this respect, in particular claims for an increase of this remuneration.

## **§ 15 Confidentiality**

1. Subject to mandatory provisions of law, the Parties undertake to mutually protect confidential information communicated by either Party to the other Party in the course of the performance of the subject matter of the Contract, including, in particular, information constituting business secrets and other statutorily protected information, regardless of the form in which such information is communicated and its source.
2. The receiving Party's obligation to keep confidential the Confidential Information shall include, in particular, the prohibition of its transmission, disclosure or use by the receiving

Party, in any manner unrelated to the subject matter of the Contract, in particular in a way that threatens or prejudices the interests of the disclosing Party, or for the purpose of obtaining material or personal gain, in its own or another's interest.

3. The restrictions contained in paragraph 2 shall not apply:
  - 1) to the situation when the obligation to provide confidential information results from the provisions of law, in particular, the provision of confidential information is made upon the request of a court or other authorized body issued with due observance of the relevant procedures - the receiving Party is obliged to inform the disclosing Party about such a request immediately after it receives the request for confidential information in writing indicating the scope of the requested Information;
  - 2) to information that the Parties may legitimately learn about without having to obtain the consent of the disclosing Party, and in particular to information that:
    - a) are publicly available and widely known,
    - b) were known to or in the possession of the receiving Party prior to their disclosure by the disclosing Party;
    - c) will be disclosed to the receiving Party by a third party who has not obtained such information, either directly or indirectly, from the disclosing Party subject to confidentiality;
    - d) to information to be developed at any time by the receiving Party, without the use of any confidential information of the disclosing Party.
4. The receiving Party undertakes to limit access to confidential information to the Party's Representatives only, i.e. to persons acting on behalf of the Party and designated by the Party concerned to implement this Contract.
5. The Receiving Party shall be liable for the breach of the obligation of secrecy of the Confidential Information by all persons referred to in paragraph 4 as for its own actions. The receiving Party's liability shall include the culpable and non-culpable acts or omissions of such persons.
6. The receiving Party undertakes to keep any confidential information received restricted to the persons referred to in paragraph 4 and to use its best efforts to prevent access to the confidential information by unauthorised persons.
7. The receiving Party shall use the confidential information only inconnection with the performance of the subject matter of the Contract, shall keep it in strict confidence and shall not disclose it to anyone without the prior written consent of the disclosing Party.
8. All confidential information is provided 'as is',without any guarantee, express or implied, as to its reliability, accuracy or completeness.
9. Upon the request of the disclosing Party, the receiving Party shall return or destroy and certify in writing the return and/or destruction of all originals, copies, duplicates and summaries of the disclosing Party's Confidential Information and other media in any form or format that contain such information, promptly upon the request ofthe disclosing Party.
10. If the Receiving Party breaches the provisions of this Contract, in particular with respect to the obligation to maintain confidentiality of the information referred to in Paragraph 7, the Receiving Party agrees to pay to the Disclosing Party a contractual penalty in the amount of PLN 50,000 (*in words: fifty thousand zlotys*) for each such breach, with the proviso that in the event the damage suffered by the Disclosing Party due to such breach exceeds the equivalent of the stipulated contractual penalty, the Disclosing Party may claim additional compensation on general terms of the Civil Code. The contractual penalty shall be payable

within 14 (fourteen) days from the date of demand.

## **§ 16**

### **Communication of the parties**

1. The parties envisage the following forms of communication in the performance of the Contract: by registered post, by courier and by e-mail.
2. The addresses for correspondence are as follows:  
Principal: .....  
Contractor: .....
3. The Parties undertake to notify the other Party immediately of any change of address for service.
4. The Parties agree that a Party that fails to notify a change of address for service shall be liable for damages resulting from the failure to comply with this obligation.
5. For all contacts with the Contractor in the execution of this Contract, the Contracting Authority authorises:  
*(name, e-mail, telephone)*
6. For all contacts with the Contracting Authority in the performance of this Contract, the Contractor authorises:  
*(name, e-mail, telephone)*
7. The persons indicated in paragraphs 5 and 6 are also responsible for the day-to-day coordination of the work in the execution of the Contract.
8. The contractor is obliged to follow the instructions given to him by the persons indicated in paragraph 5.

## **§ 17**

### **Application of the law**

In matters not covered by this Contract, the provisions of Polish law shall apply.

## **§ 18**

### **Settlement of disputes**

The Parties agree that all disputes and misunderstandings that may arise from the conclusion or performance of the Contract, which cannot be settled by mutual negotiation for a period of 30 (thirty) Business Days from the date on which one of the Parties notifies the other Party of the existence of a dispute, shall be submitted for settlement to a materially competent common court with jurisdiction over the seat of the Contracting Authority.

## **§ 19**

### **Assignment of rights**

1. The transfer of the Contractor's rights and obligations under this Contract shall require the written consent of the Principal.

2. Under no circumstances may third parties invoke rights under the provisions of this Contract.

## **§ 20**

### **Appendix**

The annexes listed below form an integral part of the Contract:

**Appendix 1:** List of key members of the research team

**Appendix 2:** Request for proposal

**Appendix 3:** Contractor's offer

## **§ 21**

### **Copies of the Contract**

The Contract is drawn up in two counterparts, one for each of the Parties.

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Employer

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Contractor