

PROJECT PROVISIONS OF AGREEMENT 80.272.92.2025

concluded in Kraków on between:
University , located at ul. Gołębia 24, 31-007 Kraków,
NIP 675-000-22-36, hereinafter referred to as the "Ordering Party", represented by:
..... -, with the financial countersignature of the Jagiellonian
University Bursar

a, entered into the National Court Register maintained by the Court
....., under entry number:, NIP:, REGON:, share capital amount
.....,- PLN, hereinafter referred to as the "Contractor" or "Service Provider",
represented by:
.....

As a result of conducting the procedure in the basic mode without the possibility of conducting negotiations, pursuant to art. 275 point 1 of the Act of 11 September 2019 - Public Procurement Law (Journal of Laws 2024 item 1320), an agreement was concluded with the following content:

WHEREAS , the Ordering Party is willing to engage the Contractor in accordance with this Agreement to provide specific services for a specified period (service period), within which the Contractor will support the Ordering Party in consultations on the preparation, development, creation of requirements and networks essential for obtaining research and innovation funding from European Union funds (European Funding Instrument), and in all activities that are more broadly presented in this document (Services);
and

WHEREAS the Contractor declares that it has the skills, know-how, appropriate permits and abilities and is willing to provide such Services, subject to the conditions set out in this Agreement.

NOW, in consideration of the mutual promises made herein under the terms set forth below, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 **Deliverables/Work Deliverables** means any materials, content, documents or other items produced under this Agreement and delivered by the Service Provider to the Ordering Party as part of the provision of Services under this Agreement, including, but not limited to, materials previously delivered by the Service Provider to the Ordering Party prior to the Commencement Date (" **Previous Deliverables/Work Deliverables** ").
- 1.2 **Documentation** means all operating instructions, documents, guides, drawings and other written and or electronic materials relating to the Supplies.
- 1.3 **Intellectual Property Rights** means all of the following in any jurisdiction worldwide: (a) patents, patent applications, patent disclosures and inventions, including all 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 company names, and their registrations and applications for registration, together with all goodwill associated therewith; (c) copyrights and copyrightable works, and their registrations and applications for registration; (d) cover-up works, and

their registrations and applications for registration; (e) computer software, data, databases and documentation therefor; (f) trade secrets and other confidential information (including ideas, patterns, compositions, inventions (whether patentable or non-patentable and whether or not they have been put into 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 "representations" of such information (regardless of their form or medium).

- 1.4 **Representatives** means natural persons who are employees, service providers, directors or officers of the Service Provider.
- 1.5 **Services** means the services defined in the AGREEMENT.
- 1.6 **Period Term** means the period of validity of this Agreement specified in point 3.5.
- 1.7 **Third Party Materials** means any Intellectual Property Rights that are owned by a third party other than Service Provider or its Representatives and that are "included" in (form part of) or embodied in any Deliverable.

2. SERVICES

- 2.1 Subject to the terms of this Agreement, for the Term, the Ordering Party agrees to engage the Service Provider to provide, and the Service Provider undertakes to provide, the Ordering Party with the services specifically described in this Agreement and to perform for the Ordering Party the Supplies specified in this Agreement.
- 2.2 The Service Provider will (i) provide the Services in accordance with the provisions of this Agreement and (ii) make all Deliveries to the Ordering Party within the agreed Delivery Date (as set out in this Agreement).
- 2.3 The Service Provider will provide the Services in a skilled and professional manner, demonstrating the level of skill, diligence, care and knowledge of a qualified service provider in the field of services provided and resulting in the complete satisfaction of the Ordering Party (with the service performed).
- 2.4 In order to provide the Services, the Service Provider may not use the services of third parties (other than its Representatives) without obtaining the express prior written consent of the Ordering Party. In the event that the Ordering Party expressly approves, in due time and in writing, a third party to assist the Service Provider in performing this Agreement, then: (i) the aforementioned consent shall not in any way waive the obligations, commitments, liabilities or any other guarantees of the Service Provider to the Ordering Party under this Agreement, (ii) the Service Provider is and shall remain fully liable to the Ordering Party for the performance (of the agreement) and all obligations and liabilities under this Agreement, and (iii) each such Representative shall be bound by all restrictions and obligations to which the Service Provider remains bound under this Agreement or any other applicable document or law; the Service Provider hereby acknowledges and agrees that it shall remain solely responsible and liable for ensuring that each and all Representatives fully comply with such restrictions and obligations.
- 2.5 The Service Provider will perform Supplies for the Ordering Party on a medium or in such format and will make all necessary changes and corrections that will be in accordance with the Ordering Party's instructions and/or will perform them in each specific case (in accordance with the instructions) in relation to

(applicable to) an individual Supply.

2.6 The Service Provider will provide the following resources:

- 2.6.1 A team of experts - consultants and writers and their experience in the field of consortium, preparation of a grant application
- 2.6.2 An extensive international network including academia, industry, NGOs and other partners and collaborators 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 fields of expertise at the Jagiellonian University
- 2.6.6 Identification of calls for proposals relevant to areas of expertise at the Jagiellonian University
- 2.6.7 Informing UJ experts about relevant opportunities available to them at EU level
- 2.6.8 Consulting services for Jagiellonian University faculties in the form of text or video conversations regarding the possibilities of EU funding for research and innovation.
- 2.6.9 Meetings with UJ experts who expressed interest in order to further analyse their research areas, specify the requirements listed in the EU calls for proposals and provide consultations in this regard
- 2.6.10 Consultation on consortium partner requirements and availability, including future opportunities from partners and affiliates
- 2.6.11 will make every effort to provide JU faculties with services and facilities in accessible EU spaces to support JU's research and innovation funding ambitions.

3. FEES; PAYMENT

- 3.1 The amount of remuneration due to the Contractor for the performance of the subject matter of the contract was determined on the basis of the Contractor's offer.
- 3.2 The maximum value of the Contractor's remuneration for the performance of the subject of the contract is set at the net amount of: (in words: 00/100), which after adding the applicable VAT rate gives the gross amount of: (in words: 00/100), and the Parties will settle in the form of a monthly lump sum: in exchange for the Services and Deliveries specified above performed. The Ordering Party shall pay the Service Provider **a monthly fee** in the fixed amount of (in words:) within 30 days from the date of receipt by the Ordering Party of a correct invoice, issued after receiving this part of the order and signing the acceptance without reservations. The VAT due on the amount of remuneration will be paid by the Ordering Party to the account of the relevant Tax Office in the event that the Ordering Party becomes subject to a tax liability in accordance with the provisions on VAT.
- 3.3 The remuneration specified in paragraph 2 includes all costs that the Contractor should have foreseen in order to properly perform the contract.
- 3.4 If the Contractor does not have its registered office or management board in the territory of the Republic of Poland, it is subject to tax liability only on income earned in the territory of the Republic of Poland. The Ordering Party reserves that it will deduct from the above-mentioned amount of remuneration an 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 part of the Ordering Party, taking into account the following principles:

- a) Exclusion from taxation or deduction of tax at a lower rate than that resulting from the Personal Income Tax Act of 26 July 1991 (Journal of Laws of 2021, item 1128, as amended), i.e. on the basis of an appropriate double taxation avoidance agreement, is dependent on the Contractor confirming the taxpayer's registered office for tax purposes by submitting to the Ordering Party a residence certificate certifying that a 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 Contractor is obliged to provide the Ordering Party with the certificate of residence referred to in letter a) together with a correctly issued invoice;
- c) if the Contractor fails to submit the certificate within the invoice issue deadline specified in letter b), his remuneration, specified in section 3.1 above, will be reduced by 20% of the remuneration due - taking into account double taxation treaties to which the Republic of Poland is a party (Article 29, sections 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. Gołębia 24, 31-007 Kraków,

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

and provided with a note specifying for which Ordering Party Entity the order was executed.

The remuneration due to the Contractor shall be paid by transfer from the Ordering Party's bank account to the Contractor's bank account indicated on the invoice.

The place of payment is the Ordering Party's Bank, and payment is made at the time of the transfer order by the Ordering Party.

- 3.5 The service agreement will be implemented for a period of **12 months** , counted from the date of conclusion of the agreement. The termination of the service is permissible on the basis of a three-month notice period, counted from the receipt of the relevant notification. Consultation fees cease immediately after the expiry of the notice period. In the event that the Ordering Party in good faith disputes the timely termination of the period of provision of the Service or any part thereof, it may withhold an appropriate part of the Fees for the duration of the attempt to amicably resolve the dispute by the Parties; the above-described action of the Ordering Party shall not constitute a breach of this Agreement.
- 3.6 The Fees or the relevant portion thereof, as the case may be, shall be the sole and exclusive compensation to which the Service Provider shall be entitled under this Agreement; the Ordering Party shall not be obligated to pay and the Service Provider shall not be entitled to any other form of compensation and/or reimbursement in connection with the Services provided under this Agreement.
- 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 that it applies and provided that the Ordering Party receives a properly issued invoice from the Service Provider. Accordingly, with the exception of value added tax, the Service Provider is

solely responsible for and will pay, without seeking a refund from the Ordering Party, all applicable taxes and other legally mandated payments and fees due and payable 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 agreement, the Parties allow for the possibility of changing the amount of the maximum remuneration due to the Contractor in the event of a change in the price of materials or costs related to the performance of the agreement after 6 months from the date of conclusion of the agreement, and not more often than after another 6 months from the date of conclusion of the annex changing the amount of the contractor's remuneration;
- a) the parties to the contract may request a change in the amount of the contractor's remuneration if 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 in general announced in the announcement of the President of the Central Statistical Office referred to in point b;
 - b) the change in the contractor's remuneration will take place in relation to the proportionally applied index of change in the price of materials or costs in the first half of the year in relation to the same 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" within 20 days after the end of the first half of the year, on the basis of Article 20 paragraph 3 of the Act of 12 January 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 contractor's remuneration may amount to 5% of the contractor's remuneration;
 - d) the condition for changing the contractor's remuneration will be the demonstration by a given party to the contract 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 no more than 14 days of the change in the prices of materials or costs related to the performance of the contract, may request a change in remuneration, if these changes will affect the costs of performing the subject of the contract by the contractor. Together with the application, the party to the contract will be obliged to present in writing a detailed calculation justifying the increase or reduction 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 order by the contractor;
 - f) the validity of the contractor's request to change the amount of the contractor's remuneration should be analysed;
 - g) the change in the contractor's remuneration should be sanctioned by the conclusion of an annex to the contract and will take place from the date of introduction of the change in the contract and will only concern the unfulfilled part of the contract.

4. REPRESENTATIONS AND WARRANTIES

The Service Provider hereby declares that: it is not bound by any outstanding agreement

or obligation that conflicts with any provision of this Agreement or that would prevent it from performing the provisions of this Agreement; it is not currently and will not, by reason of entering into or performing this Agreement, be considered to be in breach of any third party rights, including non-disclosure and non-competition obligations;

- 4.1 Complies with all requirements and regulations under applicable law in order to provide the Services contracted under this Agreement, has all permits, licenses and consents required under applicable law in order to provide the Services under this Agreement and perform its obligations under this Agreement, and will comply with all legal provisions in relation to all of its activities performed under this Agreement;
- 4.2 The results of the work will be designed and prepared by the Service Provider specifically and exclusively for the Ordering Party and constitute an original work of the Service Provider created solely by the Service Provider.
- 4.3 The Service Provider has the right to transfer to the Ordering Party, free from any liens and encumbrances, the rights, titles and interests in all intellectual property rights and Supplies (work results), which the Service Provider is obliged to transfer to the Ordering Party in accordance with the terms of this document.
- 4.4 The Work Results will not contain any computer viruses, Trojan horses or security bugs that could be used to modify, delete, damage, destroy, disable or otherwise impair or prevent access to any software or data, whether in the Work Results or in any other software used by the Ordering Party.

5. INTELLECTUAL PROPERTY RIGHTS

All rights, titles and interests in the intellectual property rights contained in any Deliverable or part thereof that the Service Provider creates, invents and develops/authors, independently or jointly with others, as part of the Services, are and shall be deemed to be so-called "work for hire" (also known as "work for hire"), belonging solely and exclusively to the Ordering Party from the moment of creation, and shall be treated as Confidential Information of the Ordering Party under this Agreement. Without prejudice to the foregoing, to the extent that the Service Provider lawfully retains ownership of any intellectual property rights in such Deliverables (" **Retained Rights** "), the Service Provider hereby irrevocably and in perpetuity assigns to the Ordering Party, without the right to further compensation, compensation or the right to royalties, all such Retained Rights.

- 5.1 In the event that the Service Provider is the owner of any Retained Rights that cannot be legally transferred or if any Deliverables contain Intellectual Property Rights that have been created, conceived, executed, developed, written or prepared by the Service Provider or its contractors outside the scope of the Services, then the Service Provider shall, upon delivery to the Ordering Party, clearly identify all such Deliverables and inform the Ordering Party thereof in writing and hereby grants the Ordering Party an exclusive, irrevocable, perpetual, worldwide, royalty-free license, with the right to sub-license through multiple tiers of sub-licenses, to use and exploit such Deliverables in any form and manner now known or hereafter developed.
- 5.2 To the fullest extent permitted by law, the Service Provider hereby irrevocably waives, and will cause all of its Representatives to irrevocably waive, any moral rights they may have in connection with the Work Results, any rights to authorship of the work or its integrity they may have in connection with the Work Results, and any rights they may have in connection with invention, objection to any distortion, limitation or other modification, and other disparaging action in relation to the Work Results, regardless of whether such

action would adversely affect a person's reputation, and any similar rights existing under the laws of any country in the world, or under any contract or otherwise.

- 5.3 The Service Provider shall assist and cooperate with the Ordering Party, in all reasonable respects, (a) in actions to acquire, transfer, perfect or maintain the Ordering Party's interest in the Intellectual Property Rights in the Work Results (as defined above), including the preparation of documents related thereto, and (b) in actions to enforce such Intellectual Property Rights. In the event that the Ordering Party is unable, for any reason, to secure the Service Provider's signature on any document required in connection with the actions specified in Section 5.3, the Service Provider hereby irrevocably appoints and appoints the Ordering Party and its duly authorised representatives as its agent and proxy, which appointment shall carry with it the authority to act for and on behalf of the Ordering Party to execute, verify and file all such documents and to perform all other legally permitted actions in order to carry out the purposes of this Section with the same legal force and effect as if performed by the Service Provider.
- 5.4 The Service Provider shall lawfully obtain for the Ordering Party all licenses and consents regarding Third Party Materials, if any, to enable the Ordering Party to lawfully use the Work Results, including the right to use them for commercial purposes, for any purpose the Company deems appropriate.
- 5.5 Service Provider expressly waives, and will cause its Agents and subcontractors to irrevocably waive, any rights of lien or similar rights in or against any Deliverables.

6. COMPENSATION

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

7. DISCLAIMER

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

8. CONFIDENTIALITY

- 8.1 The Service Provider acknowledges that during the Term of this Agreement (as defined below) it will receive from the Ordering Party confidential information regarding the Ordering Party's business and technology ("**Confidential Information**"). Confidential Information shall mean the content of this Agreement and all information received by the Service Provider in connection with this Agreement, except for anything designated in writing as non-confidential. The Service Provider undertakes to keep the Confidential Information secret and undertakes not to use it (except for the purposes permitted in this Agreement) or disclose it to any third party or any of its Representatives who do not need to know such Confidential Information in order to perform the services under this Agreement. Confidential Information does not include any information that 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 properly acquired from a third party who is not in breach of an agreement to keep such information confidential, or (iv) is in Service Provider's possession prior to disclosure by Ordering Party, as evidenced by its written records, or (v) is required to be disclosed by law, or (vi) is independently developed by Service Provider without the use of Ordering Party's Confidential Information, as evidenced by its written records.
- 8.2 Service Provider will cause its Representatives to maintain the secrecy and confidentiality of all Confidential Information disclosed to them pursuant to this Section 8. Service Provider will cause its Representatives to be bound by confidentiality provisions that provide a level of protection no less than that required by this Agreement and will be solely liable for any breach thereof.

9. PROHIBITION OF COOPERATION

The Service Provider undertakes that during the Term and for a period of twelve (12) months following the expiry of the aforementioned period, it will not, directly or indirectly, (i) solicit, agitate, attempt to employ or "draw away" from the Ordering Party any person employed by the Ordering Party at any time during the twelve (12) month period immediately prior to the Delivery Date or the expiry of the Extended (Validity) Period (as defined below), with the aim of inducing such person to terminate employment and take up employment with another employer in the same or a similar capacity.

10. TERM; TERMINATION

This Agreement shall commence on the Commencement Date and shall remain in force until the end of the service provision period (**the Term**) . **binding**), unless it is terminated earlier in accordance with the provisions of this section

- 10.1 Notwithstanding clause 10.1 above, the Purchaser may terminate this Agreement for Just Cause immediately without prior notice. For the purposes of this Agreement, **Just Cause cause** means the occurrence of any of the following events: (i) conviction of the Service Provider for any morality offence affecting the Ordering Party or any fraud offence; (ii) action taken by the Service Provider deliberately with the aim of materially harming the Ordering Party; (iii) misappropriation of funds of the Ordering Party or its affiliates by the Service Provider; (iv) any breach of this Agreement by the Service

- Provider.
- 10.2 Upon expiration or termination of this Agreement, the Service Provider shall prepare and submit to the Ordering Party a list of all completed and partially completed Supply segments prepared by it under this Agreement and shall promptly deliver such Supply segments to the Ordering Party, regardless of their state of completion.

11. INDEPENDENT CONTRACTOR

- The parties to this Agreement agree and acknowledge that the Service Provider performs its obligations as an independent contractor and that nothing in this Agreement may be construed to prove any employment, association, agency, partnership or joint venture relationship between the Service Provider and the Ordering Party, nor may it be construed to prove any relationship other than that of a principal and independent contractor.
- 11.1 The Service Provider shall remain solely responsible for making all mandatory and other payments in connection with the employment of any of its Representatives. Such payments include, but are not limited to, income tax, social security, social benefits (including but not limited to pension and disability insurance) and related payments and any other payments to any government or other relevant authority in connection with the employment of Representatives.
- 11.2 The Service Provider shall defend, indemnify and hold harmless the Ordering Party from and against all claims, losses and costs, including reasonable attorneys' fees and costs, related to any obligation imposed on the Ordering Party to pay any withholding taxes, social security contributions, unemployment or disability insurance or similar items in connection with compensation received by the Service Provider in connection with the provision of services under this Agreement or arising from a judgment of the existence of an employer-employee relationship between the Service Provider or any of its Representatives and the Ordering Party.

12. OTHER INFORMATION

- 12.1 The Parties agree that the following persons are authorized to conduct direct contacts aimed at ensuring the proper implementation of the subject matter of the Agreement, its ongoing supervision and verification:
- a) On behalf of the Ordering Party: – tel., e-mail:
- b) On behalf of the Contractor - – tel., e-mail:
- The Parties agree that the persons indicated above are not authorized to make decisions regarding changes to the principles of performance of the Agreement, or to assume new obligations or amend the Agreement.
- 12.2 The documentation of the proceedings, in particular the Specification of Order Conditions with annexes (hereinafter referred to as the “SWZ”) and the Contractor's offer of 202 5, constitute an integral part of this Agreement.
- 12.3 In matters not regulated by this Agreement, the provisions of Polish law shall apply, including the Public Procurement Law (consolidated text: Journal of Laws of 2024, item 1320) and the Civil Code Act of 23 April 1964 (consolidated text: Journal of Laws of 2024, item 1061, as amended).
- 12.4 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 Party. In the

event of any discrepancy between the language versions, the Polish version shall prevail.

- 12.5 The Parties unanimously declare that in the event of concluding this Agreement in electronic form using a qualified electronic signature, the electronic document thus created constitutes a certificate that the Parties have unanimously made the declarations of intent contained therein, and the date of conclusion is the date of submission of the last (later) declaration of intent on its conclusion by the authorized representatives of each of the Parties.

Ordering

.....
Party Contractor