

**FRAMEWORK COOPERATION AGREEMENT NO. ....**

concluded on the date referred to in Art. 9 sec. 2 of the Agreement, in Warsaw, by and between:

**Narodowe Centrum Badań i Rozwoju** (National Centre for Research and Development) with its registered seat in Warsaw (address: ul. Chmielna 69, 00-801 Warszawa), NIP (Tax identification Number): 7010073777,

REGON (National Business Register Number): 141032404, hereinafter referred to as "**NCBR**", represented by:

and

..... (name and surname), holding a PESEL<sup>1</sup> [Polish National Identification Number]:

[illegible]

*in the case of a self-employed natural person, the following fields must also be completed:*

conducting business activity under the company ..... in ..... (*postal code* .....) at  
 ....., city/town ....., entered in the Central Register and Information on Economic Activity  
 (CEIDG), NIP (Tax Identification Number): ....., REGON (National Business Register Number):  
 .....

hereinafter referred to as the "**Expert**", acting personally,

hereinafter jointly referred to as the "**Parties**", and individually as the "**Party**".

**Art. 1.**

The following definitions shall be used in this Agreement:

- 1) **Rules** – a set of detailed guidelines defining the cooperation between NCBR and the Expert, shared with annexes thereto on the NCBR website as "Rules of Cooperation with NCBR Experts", constituting Annex No. 1 to the Agreement;
- 2) **Evaluation (substantive evaluation)** – opinion or expert opinion of a different type - depending on the type of work specified in detail in the Order;
- 3) **Order** – a proposal to perform Evaluation or another task for NCBR, which will specify at least: the type of task, the amount of remuneration, detailed principles and deadline for its performance, the Expert's role in the selection of projects for funding or in the performance of tasks of NCBR arising from agreements concluded or decisions made by NCBR, in particular project funding agreements/project funding decisions/project performance and financing agreements/project support agreements, together with any other additional requirements to be fulfilled by the Expert undertaking the task;
- 4) **Form** – Expert Data Form containing the Expert's data necessary to maintain contact with the Expert and to financially settle the Order – the form template is provided in the annex to the Rules;
- 5) **Agreement** – this framework cooperation agreement.

**Art. 2.**

1. The subject of the Agreement is to establish cooperation between NCBR and the Expert and to define the framework conditions for the placement and execution of Orders.
2. Conclusion of the Agreement with the Expert shall not imply an obligation for NCBR to place any Order with the Expert. In the event that no Order is placed with the Expert, the Expert shall not be entitled to any claims on this account, including remuneration for the waiting period.

**Art. 3.**

1. NCBR undertakes to:
  - 1) place Orders in accordance with the Rules.

<sup>1</sup> If the Expert does not have a PESEL [Polish National Identification Number] in the Polish Universal Electronic System for Registration of the Population, they should provide an identification number used for tax or social security purposes obtained in the country where the taxpayer resides, along with the type of number and the place of its issuance. If no such number exists, the number of an identity document held by the Expert, obtained in that country, along with the type of document and place of its issuance, should be provided.

- 2) provide the Expert with the documentation necessary to carry out the Orders,
  - 3) pay remuneration for completed Orders in accordance with the Rules,
  - 4) inform the Expert, in writing or electronically, of any changes to the Rules no later than at the time of placing an Order following the introduction of such change.
2. NCBR, in specific cases specified in the Rules, shall have the right to:
- 1) refuse to pay the Expert's remuneration,
  - 2) charge the Expert with contractual penalties according to the principles specified in the Rules.

**Art. 4.**

1. The Expert undertakes to:
  - 1) fulfill the Orders in accordance with the Rules,
  - 2) submit the completed Form to NCBR upon signing the Agreement,
  - 3) inform NCBR in writing or electronically of any changes to the data contained in the Form, by delivering an updated Form to NCBR no later than at the time of accepting an Order following such change.
2. In the case of changes to the Rules referred to in Art. 3 sec. 1 item 4 of the Agreement, the Expert shall have the right to terminate the Agreement within 7 days from the date of receipt of information on the introduction of such changes. The notice of termination shall be submitted by the Expert in writing or electronically. Failure to give notice of termination in due time and manner, or acceptance of an Order after being informed of said changes, shall constitute acceptance of the changes to the Rules.

**Art. 5.**

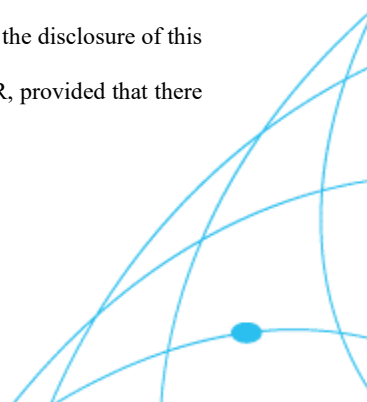
Information on the processing of Experts' personal data is provided as Annex 5 to the Rules.

**Art. 6.**

1. As part of the remuneration for the completion of an Order, the Expert transfers to NCBR the copyrights to the results of the Order, which are works within the meaning of the Act of 4 February 1994 on copyright and related rights, hereinafter referred to as the "Results," without restrictions as to territory, time, and number of copies, in all fields of exploitation known at the time of conclusion of the Agreement, and in particular in the following areas:
  - 1) recording,
  - 2) reproducing by any technique, permanently and temporarily,
  - 3) marketing,
  - 4) entering into computer memory and servers of computer networks,
  - 5) distributing by all means and in all forms for use,
  - 6) public performance and reproduction, exhibition, display, or broadcast by any means of communication,
  - 7) using the Results, in whole or in part, and combining them with other works, elaborating them by adding various elements, updating, modifying, changing the colors, size, and content of the whole or part thereof, and translating them into various languages.
2. The expert also authorizes the NCBR to use and dispose of works constituting the elaboration of the Results (exercising derivative copyright), to the extent specified in para. 1, with the possibility of transferring this right to third parties without the Expert's consent. The Expert shall not be entitled to additional remuneration on this account.
3. The transfer of rights referred to in this paragraph shall take place upon the Expert's submission of the Results in accordance with the principles set out in the Rules. Upon the transfer of rights, ownership of the medium on which the Results are recorded shall pass to NCBR.
4. The Expert hereby authorizes NCBR (grants permission to NCBR) to decide whether to attribute the results of the Expert's work to his/her name or to make them available anonymously.
5. The Expert shall be liable to NCBR for any legal defects of the Results, in particular for any potential claims of third parties resulting from copyright infringement in the performance of the Order.

**Art. 7.**

1. All materials provided to the Expert by NCBR in connection with the performance of Orders, as well as all materials created as a result of completion thereof – whether written, graphic, stored in electronic or other form – shall be confidential and may not be disclosed to any third party or otherwise without the prior written consent of NCBR.
2. Confidentiality shall not apply to information:
  - 1) that is part of the public domain at the time of disclosure or enters the public domain after disclosure without breach of the Agreement by the Expert;
  - 2) available to the Expert prior to its disclosure by NCBR, provided that there is no legal impediment to the disclosure of this information;
  - 3) obtained by the Expert after it has been made available by the NCBR from a source other than NCBR, provided that there is no legal impediment to the disclosure of such information;
  - 4) required to be disclosed under generally applicable law.



3. Any information received from NCBR in connection with the performance of Orders shall be used by the Expert solely for the purpose of performing the Orders.
4. The Expert shall be liable for damage caused to NCBR as a result of the breach by the Expert of the confidentiality rules referred to in this paragraph.

**Art. 8.**

1. The Agreement shall take effect from the date of acceptance of the first Order by the Expert.
2. The Agreement has been concluded for an indefinite period. Upon conclusion of the Agreement, all previously concluded agreements between the Parties, including annexes thereto, relating to the subject matter of the Agreement, shall be terminated.
3. The rights and obligations and receivables of the Expert under the Agreement may not be transferred to third parties without the consent of NCBR.
4. Disputes related to the performance of the Agreement which are not resolved through negotiations shall be settled by a common court with jurisdiction over NCBR registered office.
5. Any amendments to the Agreement shall be made in writing or electronic form (using qualified electronic signatures), subject that any amendments to the Rules shall be made by a unilateral statement of NCBR submitted to the Expert in accordance with Art. 3 sec. 1 item 4 of the Agreement and shall not constitute an amendment to the Agreement.
6. The Agreement may be terminated by either Party with a 30-day notice or as provided for in the Rules.
7. Annex No. 1 – Rules, constitutes an integral part of the Agreement.

**Art. 9.**

1. The Agreement has been drawn up in two counterparts, one for each Party<sup>2</sup>.
2. The Agreement shall be deemed concluded when signed by the last of the Parties.

Expert:

On behalf of NCBR:

.....  
(date, signature)<sup>3</sup>

.....  
(date, signature)<sup>3</sup>

<sup>2</sup> Not applicable in the case of an Agreement concluded in electronic form (using qualified electronic signatures).

<sup>3</sup> Applicable in the case of an Agreement concluded in writing.

