**Cooperation Agreement no.\_\_\_\_\_\_\_\_\_\_\_**

Concluded on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

by and between:

**Sieć Badawcza Łukasiewicz — Instytut Organizacji i Zarządzania w Przemyśle „ORGMASZ"** with its seat in Warsaw (32-050), ul. Żelazna 87, entered into the Register of Entrepreneurs of National Court Register under the number: 0000098349, VAT identification number: 5250008293,

represented by: **Grzegorz Malinowski** **– Director of Institute**

hereinafter referred to as “**Contracting entity”,**

**and**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

hereinafter referred to as “**Contractor**” or **“Expert”**

hereinafter jointly referred to as the **“Parties”** and individually as **“Party”.**

As a result of the public procurement procedure conducted in the basic mode, pursuant to Art. 275 of the Act of September 11, 2019 Public Procurement Law (Journal of Laws of 2022, item 1710), the **Parties** conclude an agreement with the following content:

**ARTICLE 1 [DEFINITIONS]:**

**The Parties** assign the following meaning**:**

1. **Agreement** – means this Cooperation Agreement, concluded as a result of tender no \_\_\_\_\_\_\_\_\_\_\_\_
2. **Łukasiewicz Center** - means the Łukasiewicz Centers indicated in the Act on the Łukasiewicz Research Network
3. **Łukasiewicz Research Network** - means all the institutions of the Łukasiewicz Research Network existing at the time of the event, for which the Agreement requires specific actions
4. **Contractor** - entity or a person selected in the course of procurement procedure,
5. **Expert –** means a specialist in strategic, thematic and sectoral priority areas of the Łukasiewicz Research Network, e.g. clean and smart mobility, digital transformation, health, sustainable economy and energy/foresight of socio-technical transition, innovation policy/international funds\* indicated by the **Contractor** *(select as appropriate)*
6. **Confidential information** - means any undisclosed technical, technical, organizational information of the Łukasiewicz Center and/or the Łukasiewicz Research Network Institutes or other information that may contribute to the impact of economic or other effects on the assessment during the examination of disclosure by the **Expert.**

**ARTICLE 2 [SUBJECT MATTER OF THE AGREEMENT]**

1. The **Agreement** establishes cooperation between the **Contracting Entity** and the **Contractor** in strategic, thematic and sectoral priority areas of the Łukasiewicz Research Network, including clean and smart mobility, digital transformation, health, sustainable economy and energy/foresight of socio-technical transition, innovation policy/international funds *(choose as appropriate).*
2. The agreement will be executed personally by the **Contractor** – acting as the **Expert** in …*(choose as appropriate)* *or*

The **Contractor** has designated Mr/Mrs. ….. as his **Expert** in …*(choose as appropriate)*. All below references to the **Expert** shall be read and construed *mutatis mutandis* also as the references to the Contractor.

1. The **Agreement** is valid from \_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_, i.e. for a period of 12 months from the date of signing this **Agreement.** In the event of failure to complete the subject matter of the **Agreement**, the **Contracting Entity** provides for the possibility of extending the term of this **Agreement**.

**ARTICLE 3 [EXPERT’S OBLIGATIONS]**

1. Based on this **Agreement**, the **Expert** is obliged to take actions for the **Contracting Entity**, listed in detail in the document: Description of the subject of the order, attached as Annex no.1. Annex No. 1 lists tasks for the **Expert** in the field of strategic, thematic and sectoral priority areas of the Łukasiewicz Research Network, e.g. clean and smart mobility, digital transformation, health, sustainable economy and energy/foresight of socio-technical transition, innovation policy/international funds *(choose as appropriate).*
2. The tasks referred to in par. 1 The **Contracting Entity** shall order the **Expert** by e-mail to the e-mail address provided by the **Expert** 2 days before the commencement of the task/deadline for task completion and 24 hours in the case of ad hoc tasks.

**ARTICLE 4 [MUTUAL OBLIGATIONS]**

* + - 1. The **Contracting entity** undertakes to:

a) to enforce the completeness and compliance of the execution of the subject of the **Agreement** with the conditions set out in the **Agreement** and the Description of the subject of the order from the **Expert**,

b) provide the **Expert** with all documentation necessary for the proper performance of the **Agreement**,

 c) pay remuneration on the terms set out in the further part of the **Agreement**,

d) reimbursement of the **Expert's** business travel expenses on the terms set out in the further part of the **Agreement**.

* 1. Actions performed by the **Expert**, which are not accepted by the **Contracting entity**, will be immediately performed again by the **Expert** at no charge to the **Contracting entity**. If the **Expert** is unable to perform the subject of the **Agreement** in accordance with his assurances, the **Contracting entity** shall be entitled, in addition to other legal remedies, to recover any fees paid to the **Expert** for that part of the performed subject of the **Agreement** that does not comply with his assurances.
	2. The **Expert** undertakes:

a) perform the **Agreement** in accordance with the law, as well as with the terms and conditions contained therein,

b) perform the work specified in the **Agreement** in a fair, reliable and lawful manner, to the best of its knowledge and in accordance with the principles applicable to the **Contracting entity**,

c) provide detailed explanations regarding the implemented activities at the request of the **Contracting entity,**

d) not omit anything in connection with this **Agreement** or take other actions that could bring the Łukasiewicz Center and/or the Łukasiewicz Research Network Institutes harm or bring unfavorable publicity,

e) comply with the conditions of programs and projects in which the **Expert** is involved on behalf of the **Contracting entity**,

 f) participate in meetings with program leaders and consortium partners,

g) use the e-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for internal and external communication related to the **Agreement**,

h) inform the **Contracting entity**, if expressly required, in addition to the monthly reports referred to in Art. 9, on the course of implementation of this **Agreement** or its separate part.

* 1. In the event of a conflict of interests defined in the article occurring during the implementation of this **Agreement**, the **Expert** shall immediately notify the **Contracting entity** of this fact.
	2. The **Expert** undertakes to comply with all applicable laws and requirements regarding VAT, social security and any other taxes and fees applicable to the services provided to the **Contracting entity** under this **Agreement.**
	3. The **Expert** shall notify the **Contracting entity** of the following circumstances within 7 days of their occurrence:

a) being deprived of full civil or public rights;

b) being deprived of full legal capacity;

c) being convicted by a legally binding sentence for an intentional offence or an intentional fiscal offence;

d) being found by a legally binding disciplinary commission decision in violation of the ethical principles in science.

**ARTICLE 5 [REMUNERATION** **AND PAYMENT TERMS]**

1. The remuneration due to the **Expert** for the performance of the **Agreement** shall be paid on the basis of the number of hours worked by the **Expert** in a month concerned, with the rate for 1 hour of work being PLN \_\_\_\_\_\_\_\_\_\_ gross (in words: PLN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), VAT will be calculated and paid according to polish law.
2. The **Expert** is entitled to remuneration in the event of proper implementation of the **Agreement**, on the basis of the monthly report signed by the **Contracting entity**, referred to in Art. 9, containing information on the number of hours worked by the **Expert** in a month concerned. The **Expert** is not entitled to issue an invoice/receipt before **Contracting entity** confirms the report.
3. With regard to income tax, the **Expert's** obligation is to provide the **Contracting entity** with a residence certificate issued by his National Tax Administration for the purpose of exemption from income tax in Poland. In the event of failure to comply with this obligation, payments to the **Expert** specified in paragraph 1 will be reduced by the deduction of income taxes which, in accordance with Polish tax law, should be paid to the Tax Office of the **Contracting entity**. *(optional)*
4. The Expert is not entitled to request realisation the full scope of contract, he is not entitled to any claims based on that. Commision of specific services from the Expert depends on Conatracting Atuthority needs.
5. The **Contracting entity** shall pay the **Expert** the monthly remuneration referred to in paragraph 1 within 21 days from the date of delivery to the **Contracting entity** registered office by the **Expert** of the bill/invoice for the activities performed in a month concerned.
6. Reimbursement of travel expenses referred to in art. 6 the **Contracting entity** shall pay the Expert on the basis of bills/invoices documenting the expense or re-invoice related these expences. The said documents shall be presented to **the Contracting entity** by the 5th day of the next month.
7. The payment will be made to the **Expert's** bank account with the number:

IBAN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BIC: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The date of payment shall be the date of debiting the **Contracting entity** bank account.

**ARTICLE 6 [REIMBURSEMENT OF TRAVEL EXPENSES]**

1. The **Expert** is entitled to reimbursement of travel expenses each time in order to perform this **Agreement**.
2. The **Expert** is entitled to reimbursement of travel costs, provided that the **Contracting entity** approves the planned costs in advance. In order to approve the travel cost by the **Contracting entity**, the **Expert** will send by e-mail the estimated cost of the planned trip, in particular the cost of travel and accommodation. After accepting the travel cost presented by the **Expert**, the **Expert** may make a reservation or purchase a ticket/accommodation.
3. The **Expert** should travel by the following means of communication

a) by rail – 2nd class

b) by coach – in the intercity transport

c) by means of local transport (city buses, trams, underground, trains, taxis, etc.),

d) by plane within the country, if the cost is lower or comparable to the means of transport listed in points from a) to c)

e) by plane in economy class.

1. The **Expert** is not entitled to a daily allowance for the time spent on the trip.
2. Travel time cannot be indicated in the monthly report prepared by the **Expert** as working time.

**ARTICLE 7 [REDRESS OF DAMAGE]**

For any losses related to or resulting from the implementation of the **Agreement**, the **Parties** shall be liable on general terms.

**ARTICLE 8 [PERFORMANCE OF THE AGREEMENT]**

* 1. The Agreement will be performed using the **Expert's** own equipment, apparatus and materials.
	2. The subject matter of the **Agreement** will be performed by the **Expert** in the form of remote work, unless the **Contracting entity** orders otherwise.
	3. The **Expert** ensures that the subject of the Agreement will be performed on time and with due diligence, as well as that it will be performed in accordance with the provisions of the Agreement and applicable law, and in a manner that does not violate internal regulations operating within the structure of the **Contracting entity.**

**ARTICLE 9** [**ACCEPTANCE OF SERVICES**]

* + - 1. The **Parties** agree that the **Expert** will prepare a report at the end of each month, containing a list of projects and activities completed by him, along with a list of hours spent on each of them.
			2. Each report will include:

a) reporting period, date

b) detailed scope of services performed in the period covered by the report

c) the time spent by the Expert on particular activities performed

d) attachments (if required)

e) an initial action plan for the next month,

f) name, surname and position of the person signing the report

g) report.

* 1. The **Expert** undertakes to deliver the report to the seat of the **Contracting entity** by 10 of each month.
	2. Within 5 working days from the date of delivery of the report by the **Expert**, the **Contracting entity** shall accept its content by signing it. If the **Contracting entity** submits any remarks, reservations or claims, the **Expert** shall immediately correct the report and resubmit it to the **Contracting entity** for approval.
	3. The signing of the report by the **Contracting entity** is the basis for paying the **Expert** the remuneration referred to in Art. 5.

**ARTICLE 10** [**NON-DISCLOSURE AGREEMENT**]

* + 1. The **Expert** undertakes to keep Confidential information secret indefinitely.
		2. The **Expert** undertakes not to disclose in any way and in any form any confidential information to third parties, not to make copies of the submitted documents containing confidential information and not to use them for purposes other than the performance of the **Agreement**.
		3. An **Expert** may be released from the confidentiality obligation on the basis of a written authorization granted by the **Contracting Entity.**
		4. The **Expert** undertakes to immediately notify the **Contracting Entity** if there is a breach of an obligation under this contract by the **Expert** or another third party.

**ARTICLE 11 [EXPERT STATUS]**

* + - 1. The **Expert** is an independent specialist and may not be considered a partner, agent or employee of the **Contracting Entity** for any purpose, and the **Contracting Entity** will not claim such status.
			2. The **Contracting Entity** acknowledges that this **Agreement** is a contract for the provision of services, and not an employment contract, therefore the **Contracting Entity** bears full responsibility and releases the **Contracting Entity** from liability for:

a) all income taxes, social security contributions, VAT/additional fees and any other liabilities, deductions, premiums, accruals or claims arising or reported in connection with the provision of services, including but not limited to costs, expenses, legal fees, penalties or fines or interest incurred by the **Contracting Entity** in connection with such liabilities, deductions, premiums, assessments or claims; and

b) claims related to employment status (including costs and expenses) incurred by any person.

* + - 1. The **Contracting Entity** guarantees that its financial participation in any other activity, trade, profession or occupation during the term of the **Agreement** will not:

a) caused a breach of the **Contracting’s Entity** obligations under the **Agreement**; or

b) relates to activities that are similar or in any way competitive to the activities of the **Contracting Entity** without the prior written consent of the **Contracting Entity.**

**ARTYKUŁ 12 [CONFLICT OF INTERESTS]**

* + - 1. The **Expert** warrants that the conclusion of this **Agreement** or the performance of the subject matter of the **Agreement** will not result in a real or apparent conflict of interest (regardless of whether the conflict existed before signing the **Agreement** or in any other way), which could undermine the independence and objectivity of the **Expert** or cause when performing the Services, the **Expert** will act against the best interests of the **Contracting Entity** and/or the **Łukasiewicz Research Network**.
			2. The **Expert** may not directly or indirectly offer, promise to pay, pay or authorize the payment of any compensation or give anything of value to any official, agent or employee of any government, government agency or political party or to anyone else for or on behalf of the **Contracting Entity** and/or Łukasiewicz Research Network. **An Expert** may neither demand nor accept anything of value in exchange for improperly performing the function of an **Expert.**

**ARTICLE 13 [PROTECTION OF PERSONAL DATA]**

* + - * 1. The **Contracting Entity** and the **Expert** as Administrators of personal data obtained from each other in connection with the signing and implementation of this **Agreement** are obliged to comply with the applicable data protection regulations personal data, in particular the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals in in connection with the processing of personal data and on the free movement such data and repealing Directive 95/46/EC (general regulation on data protection / hereinafter GDPR) and any similar or analogous laws, statutory requirements or codes of conduct regulating use, storage or transmission of personal data and undertake not to allow any actions that may cause breach or otherwise result in a breach by either **Party** these regulations.
				2. In connection with the conclusion of the **Agreement**, there is a transfer between the **Parties** personal data (between data controllers):

1) persons representing the other **Party**

 2) persons designated by the other **Party** for contacts in order to make current arrangements in connection with the implementation of the **Agreement**.

* + - 1. The **Parties** declare that the persons listed in paragraph 2 points 1) and 2) will be made familiar by the **Party** to the other **Party** with the information clause regarding processing of their personal data

**ARTICLE 14 [TERMINATION OF THE AGREEMENT]**

* + - * 1. The **Contracting Entity** may terminate the **Agreement** in whole or in part, upon written notification to the **Expert,** if the **Expert** fails to strictly comply with the terms of the **Agreement**, does not make progress in a manner that jeopardizes the timely performance of the services and fails to take appropriate corrective action within five days working hours, notoriously fails to maintain timely progress in the provision of services, or in the event of initiation of any proceedings against the **Expert** due to bankruptcy or insolvency or similar proceedings, or the appointment of a trustee or assignment to creditors.
				2. The **Expert** may withdraw from the **Agreement** when the **Contracting Entity** is more than 30 days late in paying the remuneration due to the **Expert**. Before withdrawing from the **Agreement** for the reason referred to above, the **Expert** is obliged to additionally call the **Contracting Entity** for payment and set a deadline of at least 7 days for this purpose.
				3. The **Agreement** may be terminated with immediate effect also as a result of mutual **Agreement** of the **Parties**.

**ARTICLE 15 [INDEXATION CLAUSE]**

Due to the fact that the **Agreement** is concluded for a period longer than 6 months, the **Parties** provide for the possibility of changing the **Expert's** remuneration in the event of a change in the price of materials or costs related to the execution of the order.

 The change in the **Expert's** remuneration is calculated on the basis of changes in the consumer price index announced in the announcement of the President of the Central Statistical Office (hereinafter: "GUS").

Change in the **Expert's** remuneration is understood as both its increase and decrease, depending on the increase or decrease in the prices referred to in paragraph 1.

The **Parties** will be entitled to request a change in the **Expert's** remuneration when the level of change in the prices of consumer goods and services according to the indicator referred to in paragraph 2 shall not be less than 5 percentage points, subject to paragraph 5.

Request for an increase or reduction of the **Expert's** remuneration may be submitted during the term of the **Agreement**. The first application may be submitted not earlier than after 6 months from the date of conclusion of this **Agreement**. Each subsequent application may be submitted not earlier than after the expiry of the next 6 months of the **Agreement's** validity.

The remuneration will be subject to change according to the indicator referred to in paragraph 2 published by the Central Statistical Office in the statement entitled "Selected monthly macroeconomic indicators", available at <https://stat.gov.pl/wskaznikimakroekonomiczne/>.

The **Contracting Entity** allows for the maximum increase of the **Expert's** remuneration at the level of 5% of the gross remuneration specified in Art. paragraph 1.

The **Contracting Entity** allows for the maximum reduction of the **Expert's** remuneration at the level of 5% of the gross remuneration specified in Art. 5 paragraph 1.

When applying for a change in remuneration in accordance with the provisions of this article, the **Party** is obliged to submit a written, under pain of nullity, application for a change in the amount of remuneration. The application should demonstrate, in particular:

 1) that there are grounds for changing the remuneration indicated in this article;

 2) calculation of the requested amount of change in remuneration;

 3) evidence that the value of materials and costs included in the application does not include the costs of materials and services contracted or purchased before the period covered by the application;

 4) evidence that the increase in the cost of materials or services had an impact on the cost of performing the contract.

1. The **Parties** reserve the right to request documents or explanations in order to consider the request for a change in the amount of remuneration.
2. A change in remuneration based on the provisions of this article requires the unanimous will of both **Parties** expressed in the form of an annex to the **Agreement**.

**ARTICLE 16 [FINAL PROVISIONS]**

1. The person responsible for the supervision and coordination of the implementation of this **Agreement** on the part of the **Contracting entity** is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ - the guardian of the Agreement. In the event of a change in the guardian of the contract, the **Contracting entity** shall notify the **Expert** of this fact.
2. The **Parties** agree that the following persons will be responsible for contact in matters related to the implementation of the **Agreement:**

- on behalf of the **Contracting entity** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by e-mail, e-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and by phone at the number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

- on behalf of the **Expert** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ via e-mail, e-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and by phone at the number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The **Agreement** shall be governed by the laws of Poland.
2. The rights and obligations, as well as liabilities of the **Expert**, as arising hereunder, may not be transferred to any third parties without the prior written consent of the **Contracting entity**.
3. The **Parties** hereby submit themselves to the jurisdiction of the appropriate courts in Poland.
4. This **Agreement** has been drawn in two identical copies, one copy for each of the Parties.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Contracting entity Expert/Contractor**