

GENERAL TERMS AND CONDITIONS FOR R&D WORKS OF THE ŁUKASIEWICZ RESEARCH NETWORK – INSTITUTE OF ELECTRIC ENGINEERING

This version is current as of 31 December 2024.

1. GENERAL PROVISIONS

- 1.1. The Contractor shall carry out research and development works as part of its statutory activities, under the terms and conditions of the Contract.
- 1.2. The General Terms and Conditions shall be made available to the Ordering Party prior to the conclusion of the Contract in such a way that it can read their contents. The General Terms and Conditions shall apply unless otherwise agreed by the Parties.
- 1.3. The Contract shall be concluded in document form referred to in Article 77² of the Civil Code, whereby the conclusion of the Contract in document form shall be effected by:
 - a. the person authorised to represent the Ordering Party signing the Offer Acceptance with a standard electronic signature and sent by e-mail to the Contractor's address indicated in the Offer; or
 - b. the person authorised to represent the Ordering Party signing the Offer Acceptance and sending a scan by e-mail to the Contractor's address indicated in the Offer.
- 1.4. If the Contractor has not specified in the Offer a period of validity for the Offer, the Offer shall cease to be binding upon the expiry of the time in which the Contractor could, in the ordinary course of business, have received a response sent by the Ordering Party without unreasonable delay, i.e. upon the expiry of 14 days from the date of sending the Offer by e-mail to the Ordering Party's address.

2. DEFINITIONS

The following terms shall have the meanings given to them as below:

- 2.1. **General Terms and Conditions** shall mean these "General Terms and Conditions for R&D Works of the Łukasiewicz Research Network – Institute of Electrical Engineering". The General Terms and Conditions constitute an integral part of the Contract and shall be made available to the Ordering Party as an appendix to the Offer and, in the case of permanent cooperation, via a link in the Offer;
- 2.2. **Contractor** shall mean Łukasiewicz Research Network – Institute of Electrical Engineering with its registered office in Warsaw (04-703), ul. Pożaryskiego 28, acting on the basis of the Act of 21 February 2019 on the Łukasiewicz Research Network, entered in the register of entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 14th



Commercial Division of the National Court Register, under KRS number: 0000857831, NIP: 525 000 76 84, REGON: 387388984;

- 2.3. Offer** shall mean the form used by the Contractor titled "Offer for R&D Works", in which the Parties shall specify the scope of R&D Works, the deadline for their execution, the Contractor's remuneration and other detailed conditions for the execution of R&D Works;
- 2.4. Offer Acceptance** shall mean the form used by the Contractor titled "Offer Acceptance", which is sent to the Ordering Party together with the Offer. The Ordering Party's signature on the Offer Acceptance shall constitute acceptance of the Offer and lead to the conclusion of the Contract in accordance with the General Terms and Conditions and the Offer;
- 2.5. Contract** shall mean the contract for the execution of the R&D Works concluded in accordance with section 1.3 of the General Terms and Conditions;
- 2.6. R&D Works** shall mean research and development works provided by the Contractor as part of its statutory activities, within the scope and deadlines specified in the Contract;
- 2.7. Results** shall mean exclusively the results of the R&D Works carried out by the Contractor under the Contract which are wholly and directly related to the purpose of the R&D Works;
- 2.8. Report** shall mean a document describing the performed R&D Works, issued by the Contractor and containing information on the obtained Results;
- 2.9. Working Days** shall mean the days from Monday to Friday, with the exception of public holidays in the Republic of Poland within the meaning of the Act of 18 January 1951 on public holidays;
- 2.10. Ordering Party** shall mean a natural person, legal person or organisational unit without legal personality that has concluded the Contract for R&D Works with the Contractor on the basis of the Offer;
- 2.11. Party, Parties** shall mean the Ordering Party and/or the Contractor.

3. SUBJECT MATTER OF THE CONTRACT

- 3.1.** The Ordering Party shall entrust the Contractor with the performance of the R&D Works within the scope and the deadlines specified in the Offer, and the Contractor undertakes to perform the same for the Ordering Party, in return for payment by the Ordering Party to the Contractor of the remuneration under the terms and conditions of the Contract.
- 3.2.** The Ordering Party accepts that the Results may not achieve the objectives set by the Ordering Party, in whole or in part.

4. RESPONSIBILITIES AND RIGHTS OF THE CONTRACTOR



- 4.1.** The Contractor shall perform the R&D Works with due diligence, in particular in accordance with current knowledge and the purpose of the Contract. The Contractor assures that it has the rights, competence, experience and knowledge necessary to properly perform the R&D Works.
- 4.2.** The Contractor's responsibilities include, in particular:
 - a. informing the Ordering Party by e-mail to the address provided to the Contractor for contact by the Ordering Party, of threats that may adversely affect the performance of the R&D Works, including their completion date;
 - b. performance of the R&D Works in accordance with applicable, relevant national and EU legislation, scientific research practice and adherence to relevant standards;
 - c. immediately verifying the data and information provided by the Ordering Party and informing the Ordering Party by e-mail to the address provided to the Contractor for contact by the Ordering Party - in the event of any incompleteness or inconsistency in the data or information.
- 4.3.** The Contractor will not perform the R&D Works under the direct supervision of the Ordering Party, but shall be obliged to cooperate closely with the Ordering Party to the extent and under the terms and conditions specified in the Contract and the standards, insofar as they apply to the type of R&D Works.
- 4.4.** The Parties agree that the Contractor may perform the Contract with the participation of subcontractors. The Contractor shall be liable for the acts or omissions of subcontractors as for its own acts or omissions.
- 4.5.** If, in the course of carrying out the R&D Works, the Contractor determines that it is inadvisable to continue them because the initial results of the Works are not in accordance with the assumptions set out in the Offer, the Contractor shall be obliged to notify the Ordering Party of this fact within 5 Working Days of discovering this circumstance. Within a further 5 Working Days, the Parties shall begin consultations on the advisability of continuing the R&D Works. The cessation of the R&D Works by the Contractor for the duration of the consultations shall not give rise to any liability of the Contractor for breach of the Contract.

5. RESPONSIBILITIES AND RIGHTS OF THE ORDERING PARTY

- 5.1.** For the proper performance of the Contract, the Ordering Party undertakes to cooperate with the Contractor, including providing the necessary documents and information, providing the necessary explanations and ensuring that the Contractor is in contact with the relevant persons on the part of the Ordering Party. In particular, the Ordering Party shall provide the Contractor, at its own cost and risk, with all materials, data and information necessary for the performance of R&D Works of a given type, including the results of previous research in the subject matter of the Contract and the results of conducted material and technological analyses



(if applicable), within the scope and deadline each time agreed by the Parties, enabling the Contractor to perform R&D Works on time. The Ordering Party's failure to comply with these obligations shall result in postponement of the deadline for the performance of the R&D Works by the appropriate time required for its completion and shall not result in the Contractor's liability for non-performance or improper performance of the Contract.

- 5.2.** Incorrect, incomplete or inadequate materials, information or data provided in accordance with section 5.1 by the Ordering Party, including their inadequate quality, shall not give rise to liability on the part of the Contractor for improper performance of the Contract.
- 5.3.** The Ordering Party represents that the materials, information or data provided to the Contractor shall not infringe applicable laws or the rights of third parties.
- 5.4.** The Ordering Party's responsibilities also include:
 - a. ensuring that the Contractor is able to cooperate with the Ordering Party's scientific and research team and technical team to carry out the R&D Works;
 - b. timely payment of the remuneration and acceptance of properly completed R&D Works.

6. DEADLINE FOR R&D WORKS

- 6.1.** The Contractor shall complete the R&D Works within the deadline specified in the Offer, subject to the sections below.
- 6.2.** The Contractor's commencement of the R&D Works shall be conditional on the Ordering Party fulfilling the obligations referred to in section 5.1 of the General Terms and Conditions and, if required, payment of the advance referred to in section 7.3 of the General Terms and Conditions.
- 6.3.** In the event of a delay by the Ordering Party in providing the necessary materials, data or information referred to in section 5.1 of the General Terms and Conditions or in paying the advance, the Contractor shall be entitled to:
 - a. change the deadline for the execution of the R&D Works; or
 - b. recalculate the remuneration indicated in the Offer for the performance of the R&D Works in the event that, due to the passage of time in relation to that specified in the Offer, the Contractor's costs associated with the performance of the R&D Works have increased;
of which it shall inform the Ordering Party by e-mail to the address of the contact person of the Ordering Party, at the same time requesting it to provide the necessary materials, data or information referred to in section 5.1 of the General Terms and Conditions or to pay the advance within the deadline indicated in the request.



6.4. The Ordering Party, having received the request referred to in section 6.3, may accept or refuse to accept the new deadline for the performance of the R&D Works or the remuneration specified by the Contractor, of which it shall inform the Contractor by e-mail to the address indicated by the Contractor in the Offer. The absence of a response from the Ordering Party within the deadline specified in the request shall be deemed to be a lack of consent from the Ordering Party to a change in the deadline for the performance of the R&D Works or to an amended remuneration for the performance of the R&D Works. In the absence of consent, the Contractor may perform the R&D Works, subject to section 6.5, or withdraw from the Contract. The right to withdraw may be exercised within 14 Working Days from the date on which the Contractor became aware of the occurrence of the circumstance constituting grounds for withdrawal.

6.5. The commencement of the R&D Works referred to in section 6.4 shall not render the Contractor liable in this respect.

7. ACCEPTANCE OF R&D WORKS. SHARING THE RESULTS

7.1. The Report shall be prepared in electronic form and submitted to the Ordering Party via e-mail.

7.2. The date of completion of the R&D Works shall be the date on which the Contractor sends a copy of the completed Report confirming the completion of the R&D Works to the Ordering Party.

7.3. The Report shall be accepted by the Ordering Party within 5 Working Days of its receipt. The Ordering Party may refuse to accept the document by raising legitimate objections to the completeness or reliability of the performance of the R&D Works; such objections shall be raised by e-mail to the e-mail address provided in the Offer for contact in technical matters. The mere fact that the Results described in the Report deviate from the Ordering Party's expectations does not constitute grounds for refusing to accept the Report or for having to repeat the work under the already performed Contract. Failure by the Ordering Party to raise justified objections within the stipulated deadline shall be considered equal to acceptance of the R&D Works, which shall constitute the basis for the Contractor to issue an invoice and payment of remuneration by the Ordering Party.

7.4. The Contractor shall respond to the Ordering Party's objections within 5 Working Days of receipt; the response shall be made electronically to the Ordering Party's e-mail address from which the objections were sent.

7.5. The Ordering Party acknowledges that the content of the Report may not be altered (including introducing abbreviations) without prior agreement with the Contractor. Only the original Report authenticated by the Contractor shall retain its credibility in relation to third parties.



- 7.6.** Acceptance of the Report by the Ordering Party, subject to section 7.3 (last sentence), shall be the basis for the invoice and payment of the remuneration referred to in Article 8 of the General Terms and Conditions.
- 7.7.** The Contractor shall make the Results listed in the Report available to the Ordering Party. The release referred to in the preceding sentence shall take place in the manner agreed by the Parties in each case, subject to prior payment of the remuneration for the performed R&D Works.
- 7.8.** The release of the Results shall take place on the basis of the acceptance protocol.

8. REMUNERATION AND TERMS OF PAYMENT

- 8.1.** The Contractor shall be entitled to the remuneration specified in the Offer for the completion of the R&D Works.
- 8.2.** If so indicated in the Offer, the Contractor shall be entitled to a one-off remuneration specified in the Offer in addition to the remuneration referred to in section 8.1 for granting the licence referred to in section 9.2 of the General Terms and Conditions and for granting the right to use the know-how referred to in section 9.6 of the General Terms and Conditions.
- 8.3.** If the Parties have stipulated in the Contract that the Ordering Party shall be obliged to pay the Contractor an advance for the execution of the subject of the Contract in a specific amount and within a specific deadline, its payment shall be made on the basis of a pro-forma invoice issued by the Contractor, to the account indicated therein. If the advance payment is not made by the specified date, the Ordering Party shall be entitled to withdraw from the Contract with immediate effect - the right of withdrawal may be exercised within 7 Business Days of the date by which the advance payment was due. The remainder of the remuneration referred to in sections 8.1 and 8.2 (if applicable) shall be paid by the Ordering Party in accordance with section 8.4.
- 8.4.** The remuneration indicated in sections 8.1 and 8.2 (if applicable) shall be paid by transfer to the Contractor's bank account indicated on the invoice, on the basis of a correctly issued invoice, within 7 days of its delivery to the Ordering Party. In the Offer, the Parties may specify payment terms other than those indicated in this section.
- 8.5.** The date of payment of remuneration shall be the date on which the funds are credited to the Contractor's bank account.
- 8.6.** In the event of a delay in payment of the remuneration, the Ordering Party shall pay interest for delay in commercial transactions, in accordance with the rules laid down by law.
- 8.7.** The Ordering Party shall authorise the Contractor to issue an invoice without the recipient's signature and to send invoices electronically to the e-mail address indicated in the Offer.



9. INTELLECTUAL PROPERTY RIGHTS

- 9.1.** If the Result shall be a work within the meaning of the Act on Copyright and Related Rights, the Contractor declares that the work shall not infringe the intellectual property rights of third parties or be encumbered by third party rights and shall not constitute an act of unfair competition, and its exploitation, within the scope of the Contract, shall not be excluded, restricted or impeded in part or in whole by third party rights.
- 9.2.** On the date of payment of the full amount of the remuneration referred to in sections 8.1 and 8.2 (if applicable) the Contractor shall grant to the Ordering Party a non-exclusive licence to use the Results that meet the characteristics of a work ("Works") in the fields of exploitation indicated below. The licence shall be granted without territorial restrictions. The licence shall be granted for an indefinite term. The Ordering Party may not grant further licences (sub-licences) for the use of the Works.
- 9.3.** The licence for Works shall be granted in all fields of exploitation referred to in Article 50 of the Copyright and Related Rights Act of 4 February 1994 and in the following fields of exploitation:
- a. as regards fixing and reproducing the Work - producing copies of the Work by printing, reprography, magnetic recording and digital technique; reproducing by any technique in any place and time in any number, in particular by making printouts, photocopies, slides, computer reproductions; making copies of the Work without quantitative limitation, by any technique in computer memory, in magnetic or optical recording and by digital technique, as well as in multimedia networks (including Internet and intranet), including on-line, as well as by computer printout, on any carrier known on the date of conclusion of the Contract;
 - b. as regards the circulation of the original copy of the Work or its duplicates on which the Work has been fixed - putting into circulation, lending or renting the original copy of the Work or its duplicates; dissemination of the Work without any quantitative limitations, in particular through putting into circulation the original copy or its duplicates on which the Work or its fragments have been fixed (in particular by the techniques referred to above), on any carrier known at the date of concluding the Contract, including making the Work available to third parties on conditions specified individually;
 - c. as regards the dissemination of the Work in a manner other than specified in letter b - public performance, exhibition, screening, presentation, broadcast and rebroadcast, as well as communicating the Work to the public in a manner that allows anyone to access it from a place and at a time of their choosing;
 - d. introduction into computer memory, recording in computer memory, processing into digital form in any format chosen by the Ordering Party;
 - e. making available, including transmission via multimedia networks (including Internet and intranet), online, on-demand communication, including



communicating it to the public in a manner that allows anyone to access it from a place and at a time of their choosing.

- 9.4.** The granting of the licence to the extent referred to above shall not result in the transfer to the Ordering Party of the exclusive right to the disposal and use of the derivative works based on the Work or the exclusive right to permit the exercise of derivative copyrights to the derivative works based on the Work.
- 9.5.** The Contractor shall transfer to the Ordering Party the ownership of the carriers on which the Works have been fixed, which have been released to the Ordering Party, upon payment of the remuneration referred to in sections 8.1 and 8.2 (if applicable) of the General Terms and Conditions.
- 9.6.** As of the date of payment of the full amount of the remuneration, the Contractor shall grant authorisation and permission to use the Results constituting information of a know-how nature, i.e. technical, technological, organisational information, in particular concerning concepts, technological solutions, results of research or scientific and R&D work or other information constituting a business secret and of economic value. The authorisation shall have no temporal restrictions and shall be limited to the territory of the Republic of Poland. Article 13 of the Contract shall apply to the Results which constitute know-how.

10. RESPONSIBILITY

- 10.1.** The Parties shall only be liable to each other for damage resulting from non-performance or improper performance of their obligations under the Contract, excluding lost profits, and for damage caused by wilful misconduct or gross negligence.
- 10.2.** The Contractor shall be responsible solely for the proper execution of the R&D Works. The Contractor shall not be responsible for the use of the Results by the Ordering Party.
- 10.3.** The Ordering Party shall raise the claims against the Contractor relating to the non-performance or improper performance of the Contract solely on the basis of and within the limits of the Contract, also in the event that the non-performance or improper performance of the Contract would fulfil the characteristics of a tort. This provision shall not apply to damages caused by non-performance or improper performance of the Contract due to intentional acts or omissions of the Contractor or those torts for which liability cannot be excluded on the basis of generally applicable legal provisions, in particular those indicated in Articles 444, 435 and 436 of the Civil Code.
- 10.4.** The Contractor's liability to the Ordering Party for damage caused in connection with the performance of the R&D Works shall be limited to the amount of the remuneration payable in respect of those R&D Works.



11. TERM OF THE CONTRACT. WITHDRAWAL

- 11.1.** The Contract shall be concluded for the period of executing the R&D Works, until the date of performance of all obligations hereunder, subject to the provisions of this Article.
- 11.2.** Either Party may withdraw the unperformed part of the Contract in the event of a breach of its terms and conditions by the other Party, but only if such breach is not remedied by the breaching Party within the period specified by the Party in a request served on the breaching Party, unless otherwise provided for in the General Terms and Conditions. The term for remedying breaches may not be less than 10 Working Days. The request to remedy breaches shall be delivered in writing or by e-mail to the contact person of the addressee (document form) and shall indicate the breach and the deadline for its remedy. A Party may withdraw from the unperformed part of the Contract within 14 Working Days counted from the date of the ineffective expiry of the period to remedy the breaches.
- 11.3.** In addition, a Party may withdraw from the unperformed part of the Contract in the event of:
- a. identification by the Contractor of the occurrence of a scientific risk, i.e. the risk of impossibility to achieve the purpose of concluding the Contract, as specified in the Offer, despite the Contractor's conduct in accordance with the law, the Contract, the applicable procedures, best practices and due diligence, which was caused by circumstances that could not have been foreseen at the time of concluding the Contract and the failure of the Parties to reach an agreement on the continuation of works pursuant to section 4.5 of the General Terms and Conditions - the right of withdrawal may be exercised within a period of 14 Working Days counted after the ineffective expiry of a further period of 5 Working Days referred to in section 4.5;
 - b. occurrence of a force majeure event as referred to in Article 12 of the General Terms and Conditions and the persistence of its effects for a period exceeding 20 Working Days. The right of withdrawal may be exercised within 14 Working Days counted from the 21st Working Day of occurrence of a force majeure event.
- 11.4.** The occurrence of scientific risk, which is due to circumstances beyond the Contractor's control, shall not constitute the basis for the Contractor's liability and shall not relieve the Ordering Party of the obligation to pay a portion of the remuneration for the R&D Works already performed up to the date on which the Contractor established the impossibility of achieving the purpose of the Contract. Sections 11.5 and 11.6 of the General Terms and Conditions shall apply *mutatis mutandis*.
- 11.5.** In the event that a Party withdraws from the Contract for reasons not attributable to the Contractor, the Ordering Party undertakes to cover all costs and expenses incurred by the Contractor or costs arising from obligations incurred by the Contractor in connection with the performance



of the Contract, and to pay the portion of the remuneration due to the Contractor for the performance of R&D Works that have been properly completed up to the date of withdrawal from the Contract.

- 11.6.** Notwithstanding the withdrawal from the Contract, the Ordering Party shall retain the rights to the Results, as defined in Article 9 of the General Terms and Conditions, created by the Contractor in accordance with the Contract up to the time of the declaration of withdrawal from the Contract, subject to payment of the remuneration for the performed R&D Works and, if applicable, the remuneration for granting the licence or authorisation to use the know-how.
- 11.7.** In the event that, despite the withdrawal from the Contract, the Contractor retains the right to remuneration for the due performance of a part of the R&D Works and the Ordering Party retains the rights to the Results created by the Contractor under the Contract, the withdrawal from the Contract shall have an effect for the future, i.e. it shall not cover the Contract in the part in which the R&D Works have been duly performed and the Contractor shall be entitled to remuneration on this account. If any doubts arise, the Parties shall act in unison to determine the scope of the R&D Works performed up to the time of the declaration of withdrawal from the Contract and the amount of remuneration to which the Contractor is entitled in this respect.
- 11.8.** The dissolution of the Contract or the declaration of withdrawal from the Contract shall be in writing or in document form, otherwise being null and void.
- 11.9.** In the event of dissolution of the Contract by mutual agreement of the Parties, the rules set out in sections 11.5 to 11.7 shall apply mutatis mutandis unless otherwise agreed by the Parties.

12. FORCE MAJEURE

- 12.1.** By force majeure the Parties shall understand an event or series of events beyond the control of the Parties, which prevent in whole or in part the performance of the obligations under the Contract, which the Parties could not have foreseen and which they could not have prevented or overcome by acting with due diligence. These include in particular: scientific risk, obstacles of a technical and technological nature making it impossible to achieve the intended results, wars, conscription of workers for training or participation in a military campaign, floods, fires, acts of terror, strikes, failures of a satellite or its ground systems, failures of computer systems, sudden introduction of a state of epidemics or a state of epidemiological emergency or other manifestations of force majeure.
- 12.2.** The Contractor shall not be liable for any lack of performance or improper performance of their obligations under the Contract if it is a consequence of a force majeure event as defined in section 12.1 above.



- 12.3.** The Contractor shall immediately notify the Ordering Party in writing of the emergence or cessation of the circumstances referred to in section 12.1. The foregoing stipulations shall not relieve the Ordering Party of its obligation to pay the portion of the remuneration corresponding to the R&D Works that were properly performed and accepted in accordance with the Contract up to the date on which the Party has established such impossibility.
- 12.4.** The deadlines for performing the obligations under the Contract shall be extended by the duration of the Force Majeure.

13. CONFIDENTIAL INFORMATION

- 13.1.** A Party shall be obliged to keep confidential any information related to the other Party's business obtained in the course of completion or in connection with the cooperation with the other Party. The obligation of confidentiality is in principle unlimited in time, unless the Offer states otherwise, and does not cease to bind the Parties in the event of termination of the Contract.
- 13.2.** The information referred to in section 13.1 shall be understood to include, but not be limited to, any information not disclosed to the public concerning the Contractor's researches, commercial or organisational information, as well as information the disclosure of which could expose the Contractor to damage, loss of reputation or loss of trust necessary for the conduct of their business. In particular, the Results, regardless of the form in which they are recorded, shall be covered by a business secret and constitute the Contractor's confidential information.
- 13.3.** In the event that a Party breaches its obligation of confidentiality, the breaching Party shall be obliged to pay a contractual penalty in the amount of PLN 5,000 (in words: five thousand zloty) for each case of breach, unless the Offer states otherwise. Contractual penalties shall be payable within 7 days from the date of delivery of the debit note.
- 13.4.** The aggrieved Party shall be entitled to claim damages exceeding the value of the stipulated contractual penalty.

14. FINAL PROVISIONS

- 14.1.** The Parties undertake to resolve any disputes that may arise from the performance of the Contract amicably first, and if they fail to reach an agreement, the disputes shall be settled by a common court having jurisdiction over the Contractor's registered office.
- 14.2.** The Contractor shall have the right to amend the General Terms and Conditions at any time, but the amendments shall not apply to Contracts concluded by the Parties prior to the implementation of the amendments. In the case of ongoing cooperation, the Contractor shall make the amended General Terms and Conditions available to the Ordering Party as an



appendix to the first Offer submitted to this Ordering Party after the amendment of the General Terms and Conditions.

- 14.3.** The laws of the Republic of Poland shall apply in matters not governed by the General Terms and Conditions and the Offer. Where the Ordering Party has its registered office outside the territory of the Republic of Poland, the Parties may agree that disputes arising out of or in connection with the Contract shall be settled by the arbitration court indicated in the Offer.

