Appendix 2 to the Terms of R&D&I Cooperation   
between Polska Spółka Gazownictwa sp. z o.o.   
and Third-Party Entities

**RESEARCH AND DEVELOPMENT COOPERATION AGREEMENT** [\*\*\*] **NO.** [\*\*\*]

concluded in [\*\*\*] on [\*\*\*], between:

**Polska Spółka Gazownictwa sp. z o.o.** with its registered office in Tarnów, ul. Wojciecha Bandrowskiego 16, 33-100 Tarnów, Support Branch in Warsaw, address: ul. Krucza 6/14, 00-537 Warsaw, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Krakow – Śródmieście in Krakow, 13th Commercial Division of the National Court Register, KRS No. 0000374001, NIP [Tax ID Number] 525 24 96 411, REGON [Business Statistical Number] 142739519, share capital: PLN 10,488,917,050.00, represented by:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

*[Or alternate, should the contract be signed not by persons disclosed in the KRS, but by an attorney:]*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ – Attorney, pursuant to the respective power of attorney attached to the contract;*

hereinafter referred to as the “**Contracting Authority**” or “**PSG**”;

and

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** with its registered office in \_\_\_\_\_\_\_\_\_\_\_, ul. \_\_\_\_\_\_\_\_\_\_\_, \_\_-\_\_\_ \_\_\_\_\_\_\_\_\_\_, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for \_\_\_\_\_\_\_\_\_\_\_, \_\_ Commercial Division of the National Court Register, KRS No. \_\_\_\_\_\_\_\_\_\_, NIP [Tax ID Number] \_\_\_\_\_\_\_\_\_\_\_, REGON [Business Statistical Number] \_\_\_\_\_\_\_\_\_\_\_\_, share capital: \_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

*[Or alternate, should the contract be signed not by persons disclosed in the KRS, but by an attorney:]*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ – Attorney, pursuant to the respective power of attorney attached to the contract;*

hereinafter referred to as the “**Contractor**”.

*[Or alternate, if contracting with a sole proprietor in the Republic of Poland:]*

*\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ conducting business activity under the following name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with its registered office in \_\_\_\_\_\_\_\_\_\_\_,ul. \_\_\_\_\_\_\_\_\_\_\_, \_\_-\_\_\_ \_\_\_\_\_\_\_\_\_\_, NIP [Tax ID Number] \_\_\_\_\_\_\_\_\_\_\_, REGON [Business Statistical Number] \_\_\_\_\_\_\_\_\_\_\_, acting in person / represented by \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ as an attorney pursuant to the respective power of attorney attached to the contract;*

*hereinafter referred to as the “****Contractor****”.*

*[Or alternate, if contracting with a non-sole-proprietor foreign entity:]*

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*** *with its registered office in \_\_\_\_\_\_\_\_\_\_\_, at \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_, entered into \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of relevant registry in registering foreign entity] under \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_ [other details identifying foreign entity, e.g.: tax identification number, VAT number], represented by:*

1. *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;*
2. *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;*

*[Or alternate, should the contract be signed, on behalf of the foreign entity, not by persons disclosed in the relevant registry, but by an attorney:]*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ – Attorney, pursuant to the respective power of attorney attached to the contract;*

*hereinafter referred to as the “****Contractor****”.*

The Contracting Authority and the Contractor shall also be hereinafter collectively referred to as the “**Parties**”, and each individually as a “**Party**”.

This contract shall be hereinafter referred to as the “**Contract**”.

The Contract is concluded in accordance with the Terms of R&D&I Cooperation between Polska Spółka Gazownictwa sp. z o.o. and Third-Party Entities.

**BACKGROUND**

Whereas:

*[optional provisions to be selected from:]*

* *The Contracting Authority conducts business activity in the distribution of gaseous fuels on the territory of the Republic of Poland pursuant to Decision No. PPG/59/2822/W/1/2/2001/MS of the President of the Energy Regulatory Authority dated 30 April 200 (as amended), on the granting of a license for the distribution of gaseous fuels, and is a gas distribution system operator (****DSO)*** *designated on the distribution networks located in the licensed area (****PSG Distribution Networks****) pursuant to Decision No. DPE-47-64 (9) / 2822/2008/PJ of the President of the Energy Regulatory Authority dated 30 June 2008 (as amended);*
* *Pursuant to Article 9c of the Energy Law of 10 April 1997, applying objective and transparent principles to ensure equal treatment of users of these systems, the DSO shall be responsible for, inter alia, the safe supply of gaseous fuels, the performance of contracts with system users, for conducting network operations in a coordinated and efficient manner while maintaining the required reliability of the supply of gaseous fuels and their quality, and for ensuring the long-term capacity of the gas system to meet legitimate needs for the distribution of the said fuels;*
* *In accordance with the terms of operation set out in the Contracting Authority’s license, the DSO shall be obligated, inter alia, to conduct the licensed business in compliance with the provisions of the applicable Compliance Programme, respecting the legitimate interests of consumers and observing the principle of minimizing business costs;*
* *The Parties deem it advisable to cooperate in the preparation and implementation of a R&D project on [alternate provisions:] piloting / prototyping / implementing [\*\*\*] (****Project****).*

The Parties conclude the Contract that reads as follows:

1. **SCOPE OF CONTRACT**
   1. The Contracting Authority contracts the Project and the Contractor agrees to perform the Project for the Contracting Authority [\*\*\*] (**Scope of Contract, Services**).
   2. The Contractor shall be required to read the “General Terms and Conditions of Contracts Delivered for Polska Spółka Gazownictwa sp. z o.o”. dated [\*\*\*] **(GT&C)**, available on the Contracting Authority’s website at www.psgaz.pl, under the tab “*Dla kontrahenta / Pliki do pobrania”*. The Contractor represents that he has read the GT&C prior to entering into the Contract, has no objections thereto, and accepts the GT&C in their entirety. The Parties confirm that the GT&C are an integral part of the Contract. In the event of any discrepancy between the provisions of the Contract and of the GT&C or of other attachments, the provisions of the Contract shall prevail, subject to § 12 of the GT&C.
   3. For a detailed description of the Project*,* see **Appendix 1.**

*[Optional provision, document form and format be selected according to the Contracting Authority’s needs:]*

* 1. *The documents that will be created in connection with the delivery of the Scope of Contract will be provided by the Contractor in electronic version on a CD or a USB drive in pdf format and in editable form (Word, Excel, PowerPoint), [optional provision:] and also in hard copy, in [\*\*\*] copies.*
  2. The Contractor agrees to indicate what data he will need to undertake to or deliver the Scope of Contract *[optional provision:] within [\*\*\*] days after the need for such data becomes known.*
  3. The Contractor warrants the Contracting Authority that the Project is free from any seizures, encumbrances, rights of third parties, in particular third-party intellectual property rights.
  4. Any documentation provided by the Contractor or third parties used by the Contractor in the performance of the Contract shall be in Polish.

*[Or optionally, if documents for the performance of the Contract are to be drawn up in English:]*

*Any documentation provided by the Contractor or third parties used by the Contractor in the performance of the Contract shall be in English. At the request of the Contracting Authority, the Contractor shall each time provide a Polish translation or sworn translation (at the Contracting Authority’s option) of the documentation. The cost of translations shall be charged to [alternate provisions:] the Contractor / Contracting Authority / the Contractor at [\*\*\*]% and the Contracting Authority at [\*\*\*]%.*

*[Optional provision:]*

* 1. *The Contracting Authority permits the Contractor to perform the Contract with third parties or to outsource it to third parties.*

1. **REPRESENTATIONS OF THE PARTIES**
   1. The Contractor represents that he has the necessary technical capabilities and knowledge required for the due performance of the Contract and undertakes to perform the Contract with the utmost care.

*[Optional provision, if it is possible to indicate specific standards or norms to be followed by the Contractor:]*

* 1. *The Contractor undertakes to perform the Contract in accordance with [\*\*\*]*.

*[Optional provision to be applied in the event that the Contractor’s availability-of-use of persons with determined qualifications was not a condition for participation in the procurement procedure resulting in the Contract being concluded:]*

* 1. *The Contractor represents that the Scope of Contract will be delivered by a team consisting of employees and permanent collaborators of the Contractor or of a subcontractor research unit. The composition of the team is specified in* ***Appendix [\*\*\*]****.*
  2. The Contractor will ensure that his employees delivering the Services have all the authorizations required by the mandatory provisions of law, evidenced by the required documents, the production of which the Contracting Authority may request at any time.
  3. The Contractor shall be obligated comply with the “EH&S and Fire Requirements and Ethics Clause for Contractors providing Services to and on the Premises of PSG sp. z o.o”. dated [\*\*\*] (**Requirements**), available on the Contracting Authority’s website at www.psgaz.pl, under the tab “*Dla kontrahenta / Pliki do pobrania”*. The Contractor represents that he has read the contents of the Requirements prior to entering into the Contract, does not object to them and accepts them, and undertakes to familiarize his employees and other persons used by him to deliver the Scope of Contract with the contents of Requirements.
  4. The Contractor will ensure coordination of his activities with the Contracting Authority’s services.
  5. The Contracting Authority undertakes to cooperate with the Contractor to ensure a smooth course of performance of the Contract. The Contracting Authority undertakes to provide information and materials necessary for the delivery of the Scope of Contract. All materials provided by the Contracting Authority shall be its property, and upon request by the Contracting Authority, the Contractor shall be obligated to return them upon completion of the Scope of Contract.
  6. The Contractor shall be obligated to comply with the “Information Security Requirements for Contractors providing Services to and on the Premises of PSG sp. z o.o”. dated [\*\*\*] **(Information Security Requirements)**, available on the Contracting Authority’s website at www.psgaz.pl, under the tab “*Dla kontrahenta / Pliki do pobrania”*. The Contractor represents that he has read̨ the Information Security Requirements prior to entering into the Contract, does not object to them and accepts them in their entirety, as well aṡ undertakes̨ to familiarize his employees and other persons engaged by him to deliver the Scope of Contract with the contents of the Information Security Requirements.
  7. The Contracting Authority represents that it is a large entrepreneur within the meaning of Article 4(6) of the Law on Prevention of Excessive Delays in Commercial Transactions dated 8 March 2013.

*[Optional provision:]*

* 1. *The Contractor represents that he is a large entrepreneur within the meaning of Article 4(6) of the Law on Prevention of Excessive Delays in Commercial Transactions dated 8 March 2013.*

*[Optional provision, if the Contracting Authority’s services are substantively involved in the performance of the Contract and the access to the PSG Distribution Network:]*

* 1. *The Parties undertake to work together on providing technical support to the Contracting Authority specialists, data on the use of the PSG Distribution Network, and making available the infrastructure included in the PSG Distribution Network.*

*[Optional provision, if the Contract involves or may involve the provision of sensitive commercial information within the meaning of the Compliance Programme of Polska Spółka Gazownictwa sp. z o.o.:]*

* 1. *The Contractor represents that, prior to commencing the delivery of the Scope of Contract, he has read the applicable Compliance Programme of Polska Spółka Gazownictwa sp. z o.o.* ***(Compliance******Programme****), as its purpose is to ensure equal and non-discriminatory treatment of distribution system users and to protect commercially sensitive information. The Compliance Programme and the list of distribution system users are available on the Contracting Authority’s website at www.psgaz.pl, under the tab “Dla kontrahenta / Pliki do pobrania”. As part of the performance of the Contract, the Contractor undertakes to treat the Contracting Authority’s distribution system users in an equal and non-discriminatory manner and to protect commercially sensitive information, as well as to use the data in question only to the extent necessary for the performance of the Contract.*

*[Optional provisions, depending on the needs of the specific Contract:]*

* 1. *The Contractor represents that he has read [\*\*\*].*
  2. *The Contractor represents that the delivery of the Scope of Contract will be impartial, independent and objective, ensuring that neither the Contractor nor any person involved in the performance of the Contract receives remuneration, with respect to the Scope of Contract, in any form from an entity other than the Contracting Authority.*
  3. *[\*\*\*]*.

1. **PRINCIPLES OF PROJECT MANAGEMENT**
   1. The parties establish the following structures to implement the Project:
      1. Steering Committee,
      2. Contracting Authority’s Project Manager,
      3. Contractor’s Project Manager,
      4. Project Team.
   2. In the delivery of the Scope of Contract, the Contracting Authority’s Project Manager shall lead the following with support from the Contractor’s Project Manager:
      1. Manager for Contracting Authority is [\*\*\*], phone: [\*\*\*], e-mail: [\*\*\*],
      2. Manager for Contractor is [\*\*\*], phone: [\*\*\*], e-mail: [\*\*\*].
   3. The Parties jointly agree that the Project Managers shall oversee the delivery of the Scope of Contract and shall be authorized to initiate Project Team meetings, determine the basic directions of Project implementation, the scope and methods of implementation of individual parts of the Project as well as the entire Project.
   4. The Steering Committee and the Project Team shall be composed of the persons indicated in **Appendix 2**, with the understanding that the Project Team shall be composed of designated representatives of the Parties with substantive responsibility for cooperation in the areas of Project issues identified by the Parties.
   5. The Steering Committee shall periodically evaluate and approve the progress of the Scope of Contract in accordance with the objectives indicated in **Appendix 1**, and evaluate and approve the implementation of the entire Project. By proxy of the Contracting Authority’s Project Manager, the Steering Committee shall be entitled to make comments by e-mail or in writing as to the proper implementation of the Project within [\*\*\*] as of the Contractor’s handover of the Project. If such comments are made, the Contractor shall be obligated to take them into account within *[\*\*\*] days / by the relevant date agreed upon by the Parties.*
   6. At all times during the course of the Scope of Contract work, the Contractor shall be obligated to ensure the completeness of his personnel composition, understood as the involvement in the work of all persons necessary to carry out the full scope of Contracted work. The Contractor may make changes to the composition of the persons included in the structures referred to in paragraph 1 only upon the Contracting Authority’s approval.

*[Optional provision – to be applied obligatorily in the event that the Contractor’s availability-of-use of persons was a condition for participation in the procurement procedure that resulted in the conclusion of the Contract:]*

* 1. *The Contractor undertakes that he will outsource the delivery of the Scope of Contract only to persons who have the qualifications indicated in the documentation setting forth the conditions for participation in the procurement procedure resulting in the Contract being signed. Within [\*\*\*] days of the date of the Contract, the Contractor shall submit to the Contracting Authority [alternate provisions if the provision of § 1(8):] a list of persons to whom delivery of the Scope of Contract is to be outsourced, with an indication of the qualifications of such persons.*

*Within [\*\*\*] days of the date of the submission of the list of persons, the Contracting Authority shall accept the indicated persons or object to them in writing. If an objection is raised, then within [\*\*\*] days from the date of receipt of the objection, the Contractor shall present other persons with the required qualifications. Delivery of the Scope of Contract may be outsourced to persons other than those specified in the list of persons accepted by the Contracting Authority against the prior written approval of the Contracting Authority, but such outsourcing shall be permitted provided that the newly designated persons have the required qualifications and shall not constitute an amendment to the Contract.*

* 1. The Parties agree on the following delivery addresses:
     1. for Contracting Authority – address: [\*\*\*],
     2. for Contractor – address: [\*\*\*].
  2. A change of any person included in the structures referred to in paragraph 1 shall be effective for the other Party upon its notification. In the event of a change of the address referred to in paragraph *8*, the Parties undertake to immediately notify the other Party in writing of the new delivery address or else correspondence sent to the former address shall be deemed effectively delivered. A change of any of the persons included in the structures referred to in paragraph 1 or the address for service shall not constitute a change of the Contract.
  3. If a Party submits a representation in writing, it should be delivered against acknowledgement of receipt, in person or to the address of the other Party as indicated in paragraph *8*. The date of delivery of correspondence shall be considered the date of receipt of correspondence by the addressee. If it is impossible to deliver a letter sent by registered or courier mail for reasons relating to the addressee Party, in particular in the case of refusal of the Party to collect the letter or a change of address, the letter shall be deemed effectively delivered on the date of its posting in a Polish public postal facility or of placing an for its delivery with a postal service entity (providing courier services).

1. **PRINCIPLES OF PROJECT IMPLEMENTATION** 
   1. The Parties shall be obligated to cooperate for due and timely completion of the Project. The Parties shall inform each other of any circumstances relevant to the execution of the Project without undue delay.
   2. The Parties jointly agree that in their mutual cooperation they intend to follow the principles of business integrity, best practices and generally accepted customs in business, and act with respect for third-part rights.
   3. The Contractor undertakes to inform the Contracting Authority, whenever requested, of the status of Scope of Contract work. The Contractor shall comply with all the guidelines of the Contracting Authority in the execution of the Contract.
   4. If, in the course of executing the Project, the Contractor finds that it is inadvisable to carry out further work because the preliminary Project deliverables are not in line with the Contracting Authority’s assumptions, the Contractor shall be obligated to notify the Contracting Authority of such a fact immediately.
   5. The documentation provided by the Contractor under the Contract shall be prepared in accordance with the generally accepted sector standards; moreover, the prepared documentation shall be of due quality, which shall be influenced by such factors as a legible and comprehensible document structure, document completeness understood as a complete presentation of the issue under consideration, and, finally, document consistency and non-contradiction understood as ensuring mutual compatibility between all information included in the document, as well as absence of logical contradictions between such information. If the Contractor uses his own materials to prepare the documentation, the Contractor shall be responsible for their appropriate selection.

*[Optional provisions: by the needs of each Contract:]*

* 1. *The Contractor’s primary undertaking under the Contract shall be [\*\*\*].*
  2. *Detailed rules for the implementation of the Project are set out in Appendix [\*\*\*].*
  3. *[\*\*\*]*

1. **DATE OF DELIVERY OF THE SCOPE OF CONTRACT**
   1. The Contractor undertakes to complete the delivery of *[or alternately:] to engage in the delivery of the Scope of Contract*

*within [\*\*\*] days / months from the date of the Contract.*

*[or alternately:]*

*from [\*\*\*] to [\*\*\*].*

*[Optional provision:]*

* 1. *The Parties agree on the following specific dates / milestones for the delivery of the Scope of Contract:*
     1. *[\*\*\*];*
     2. *[\*\*\*].*

*[or alternately:]*

*More detailed deadlines / milestones for the delivery of the Scope of Contract / Order are set forth in the schedule in* ***Appendix [\*\*\*]****.*

*[Optional provision:]*

* 1. *Either Party shall have the right to terminate the Contract by giving [\*\*\*] notice, effective at calendar month-end.*

1. **CONFIRMATION OF DELIVERY OF THE SCOPE OF CONTRACT**
   1. The delivery of the *Scope of Contract / Scope of Contract in part* shall be confirmed by a written act of acceptance signed by both Parties without reservations; its template is attached as **Appendix 3**. The Contracting Authority shall be obligated to accept *the Scope of Contract / Scope of Contract in part* within7 business days from the date of handover of the Scope *of Contract / Scope of Contract in part* by the Contractor. The handover of the Scope *of Contract / Scope of Contract in* *part* by the Contractor shall be based on the acceptance of the Project, without reservations, by the Steering Committee.
   2. The Contracting Authority shall be entitled to make comments *[alternate provisions:] by e-mail or in writing* as to the quality of the delivery of the Scope of Contract within *[7]* business days from the date of handover of the Scope of Contract*.* If such comments are made, the Contractor shall be obligated to take them into account within *[7]* business days from the date of their submission or as otherwise agreed by the Parties.
   3. After the Contractor rectifies all defects and irregularities referred to in paragraph 2, the Parties shall sign an act of acceptance confirming that all defects and irregularities have been fully rectified.
   4. The following shall be considered to be the date of delivery of the *Scope of Contract / Scope of Contract in part*:
      1. the date of signing by the Parties of the act of acceptance referred to in paragraph 1 without reservations – in the event that the Contracting Authority does not comment on the quality of the delivery of the Scope of Contract;
      2. the date of signing by the Parties of the act referred to in paragraph 3 without reservations – in the event that the Contracting Authority makes comments on the quality of the delivery of the Scope of Contract.
2. **REMUNERATION AND BILLING RULES**
   1. The Contractor shall receive a total remuneration not exceeding the amount of [\*\*\*] (say: [\*\*\*] Polish zloty) for the delivery of the Scope of Contract. *[Optional provisions – to be* *applied obligatorily in the event that the Contract involves the transfer of the author’s economic rights in or to works –* *to be consulted with the Accounting Department:] The remuneration referred to in the first sentence shall include remuneration for the transfer of the author’s economic rights to works in all the fields of exploitation specified in* *§ 9, in the amount of PLN [\*\*\*] (say: [\*\*\*] Polish zloty) [optional provisions – to be applied obligatorily in the event that the Contract involves the transfer of industrial property rights created before the date of the Contract – to be consulted with the Accounting Department:] and remuneration for the transfer of industrial property rights referred to in §* 9 *[Or alternately – to be applied obligatorily,* *in the event that the Contract involves the granting of a license for the works – to be consulted with the Accounting Department:]* The remuneration *referred to in the first sentence shall include remuneration for granting a license for the works, valid in all the fields of exploitation specified in § 9, in the amount of PLN [\*\*\*] PLN (say: [\*\*\*] Polish zloty).*

*[Optional provision – to be consulted with the Accounting Department and the Development Department**, in the event that the Contracting Authority is co-financier of the Project :]*

* 1. *The Parties acknowledge that the value of Project implementation is estimated at the amount of [\*\*\*] (say: [\*\*\*] Polish zloty), therefore, the Contracting Authority’s contribution specified in paragraph 1 shall be [\*\*\*]% of the estimated Project value [optional provisions], including [\*\*\*]% for the provision of infrastructure, [\*\*\*]% for the contribution of employee labor, [\*\*\*]% for [\*\*\*], and a cash contribution constituting [\*\*\*]% of the estimated Project value. In addition, as part of their contribution to the Project, the Parties undertake to make available to each other all resources (material, personnel, intellectual) necessary for the due implementation of the Project* *.*
  2. The remuneration set forth in paragraph 1 shall be fixed in a lump sum and shall include all work and all costs related to the performance of the Contract, *[optional provision:] subject to* *paragraph 5 [optional provision, to be applied in the event that there is an option included in § 1(7) for a case in which documents at the performance of the Contract are to be drawn up in English:] and subject to § 1(7), third sentence.*

*[Optional provision:]*

* 1. *Settlement will take place after the completion of the individual stages of work referred to in § 5(2), with the remuneration for such individual stages being:*
     1. *[\*\*\*] (say: [\*\*\*] Polish zloty);*
     2. *[\*\*\*] (say: [\*\*\*] Polish zloty).*

*[Optional provision:]*

* 1. *In addition to the remuneration referred to in paragraph 1, the Contracting Authority shall reimburse the Contractor for the costs incurred by the Contractor for the due delivery of the Scope of Contract, such as the costs of stamp duties, notarial and court fees, or the costs of foreign language translation of opinions, such translations being prepared by a specialized translation agency, [\*\*\*], subject to the Contracting Authority’s approval each time [optional provision, to be applied in the event that there is an option included in § 1(7) for a case in which documents at the performance of the Contract are to be drawn up in English:], subject to § 1(7), third sentence.*

*The reimbursement will be documented by the Contractor with an invoice or an accounting note, in accordance with the applicable VAT laws.* *The provisions of paragraphs 6 – 17 shall apply to reimbursement accordingly.*

* 1. The remuneration shall be net and shall be increased by VAT at the rate in effect on the date of delivery of the *Scope of Contract / Scope of Contract in part in* accordance with the provisions of § 6(4).
  2. The remuneration shall be payable upon completion of the *Scope of* *Contract / Scope of Contract in part*, confirmed by the relevant act of acceptance, within [\*\*\*] days from the date of handover, to the address indicated in paragraph *14(2)* or paragraph *15* or from the date of transmitting to the electronic invoicing platform a correctly issued invoice together with the original or a copy of the act of acceptance signed by the Parties. The invoice will be based on the delivery of the Scope of Contract in accordance with the provisions of § 6(4). The Contractor will issue an invoice within 7 days from the date of delivery referred to in the preceding sentence.
  3. In the event that the performance of the Contract involves the transfer of the author’s economic rights in any work referred to in § 9, to the Contracting Authority, or the granting of a license to that work, the Contractor’s invoice shall indicate what portion of the remuneration for the delivery of the Scope of Contract shall be due to the Contractor for the transfer of the author’s economic rights or the granting of a license to that work.
  4. The remuneration shall be paid by wire transfer to the Contractor’s bank account kept by the bank [\*\*\*], bank account number [\*\*\*], indicated on the invoice. The Parties agree that the date of payment shall be the date of debiting the Contracting Authority’s bank account. Any change of Contractor’s bank account shall be effective for the Contracting Authority upon the Contractor’s written statement notification sent to the Contracting Authority and shall not constitute an amendment to the Contract. The Contractor represents that the bank account number to be indicated on the invoice is the Contractor’s bank account number, opened for the purposes of the Contracting Authority’s business activity, and is on the list referred to in Article 96b of the Value Added Tax Act of 11 March 2004.
  5. On the invoice, the Contractor will indicate:

Purchaser data: Polska Spółka Gazownictwa sp. z o.o., ul. Wojciecha Bandrowskiego 16,   
33-100 Tarnów, NIP 5252496411;

Recipient data: Polska Spółka Gazownictwa sp. z o.o., Support Branch in Warsaw, address: ul. Krucza 6/14, 00-537 Warsaw

and the following information: Contract number, [\*\*\*] *[name of organizational unit responsible for accepting invoice],* payment term [\*\*\*] *[term specified in paragraph 7]*.

* 1. The Parties agree to use electronic invoices, subject to paragraph *15* and the Contractor’s ability to exercise the right provided in paragraph 12 of the GT&C.
  2. Invoices will be issued and sent in accordance with the applicable provisions of the Value Added Tax Act, while guaranteeing their authenticity of origin, integrity of content and legibility, in a file format protected against editing (PDF being the preferred format). Invoice files compressed, encrypted or in a format other than those meeting the requirements provided for in the first sentence, or files included indirectly in a message attached to another message, will not be considered effectively delivered electronic invoices*. I*t is permissible for the Contractor to send the act of acceptance as an original with qualified electronic signatures, or a scan.
  3. The email subject should include notes indicating that there are electronic invoices attached to the e-mail, e.g. : invoice / invoice correction, while the e-mail body should include a list of all invoices attached in electronic form.
  4. The Parties stipulate that electronic invoices shall be deemed to have been effectively sent and delivered only if they are sent and received using the e-mail addresses indicated below:
  5. for sending by the Contractor – e-mail: [\*\*\*],
  6. for receiving by the Contracting Authority – e-mail: faktury.elektroniczne@psgaz.pl.
  7. If, for reasons attributable to the Contractor or the Contracting Authority, it is not possible to issue or send an electronic invoice, the Party with such reasons shall immediately inform the other Party. In such a situation, the Contractor shall be obligated to deliver the invoice to the following address: ul. Leona Kruczkowskiego 2, 00-412 Warsaw.
  8. Any change of the address referred to in paragraph *14* and paragraph *15* shall be effective for the other Party upon providing that other Party with a notification in this regard and shall not constitute an amendment to the Contract.
  9. In the event of late payment, the Contractor may charge the Contracting Authority interest for late payment in accordance with applicable laws in this regard.

1. **TERMINATION**
   1. Either Party shall have the right to withdraw from the Contract under the terms of § 5 of the GT&C. The right to withdraw from the Contract may be exercised *[alternate provisions:] by [\*\*\*] / within [\*\*\*] from [\*\*\*]*.

*[Optional provisions, the amount of liquidated damages must be indicated in amount or percentage:]*

1. *The Contracting Authority shall be entitled to charge the Contractor with the following liquidated damages:*
   * 1. *for failure to deliver the Scope of Contract / Scope of Contract in part by the date indicated in the Contract, unless the Contractor is not at fault for failure to deliver the Scope of Contract / Scope of Contract in part on time – in the amount of [alternate provisions:] PLN [\*\*\*] (say: [\*\*\*] Polish zloty) [or:] [\*\*\*]% of the net remuneration specified in § 7(1) / the net remuneration due for the non-delivered part of the Scope of Contract covered by the liquidated damages, for each day of delay;*
     2. *for violation of the provisions of § 7 of the GT&C regarding information security and protection – in the amount of [alternate provisions:] PLN [\*\*\*](say: [\*\*\*] Polish zloty) [or:] [\*\*\*]% of the net remuneration specified in § 7(1), for each violation;*
     3. *in case of termination or withdrawal from the Contract by the Contracting Authority for reasons attributable to the Contractor (regardless of their legal basis) – in the amount of [alternate provisions:] PLN [\*\*\*](say: [\*\*\*] Polish zloty) [or:] [\*\*\*]% of the net remuneration specified in § 7(1);*

*[Optional provision – to be applied in the event that the Contractor’s availability-for-use of persons with determined qualifications was a condition for participation in the procurement procedure that resulted in the conclusion of the Contract:]*

* + 1. *In the event that the delivery of the Scope of Contract is outsourced to a person who does not have the qualifications indicated in the documentation setting forth the conditions for participation in the procurement procedure resulting in the Contract being signed, in violation of the provisions of § 3(7) – in the amount of [alternate provisions:] PLN [\*\*\*] (say: [\*\*\*] Polish zloty) [or:] [\*\*\*]% of the net remuneration specified in § 7(1), for each violation,*
    2. *[\*\*\*].*

*[Optional provision:]*

1. *The total liquidated damages payable to the Contracting Authority under the Contract must not exceed [alternate provisions:] PLN [\*\*\*](say: [\*\*\*] Polish zloty) [or:] [\*\*\*]% of the net remuneration specified in § 7(1).*

*[Alternate provisions depending on whether the Contractor transfers the author’s economic rights to the Contracting Authority, or the Contracting Authority and the Contractor jointly acquire the said rights, or the Contractor grants a license to the Contracting Authority:]*

*[Option I – to be applied in the event that the Contracted work deliverables are to result in new works to which the Contracting Authority and the Contractor jointly acquire the author’s economic rights:]*

1. ***COPYRIGHTS***
   1. *If the Contracted work deliverables results in the creation of a work within the meaning of the Copyright and Related Rights Act of 4 February 1994, the Contractor and Contracting Authority shall jointly hold the author’s economic right in or to the work and the ownership of the carriers on which the work is recorded, with the Contracting Authority holding interest in a [\*\*\*] part of the said rights and the Contractor holding interest in a [\*\*\*] part.*
   2. *The Contractor agrees that PSG may make any changes and updates to the works. PSG shall acquire the right to evolve the works and to use and manage such output materials in the following fields of exploitation:*
      1. *use of the works in the course of PSG’s business activity, to any extent adopted by PSG;*
      2. *in terms of work recording and reproduction – production of any number of copies of the work using available techniques and methods, including, in particular, printing, reprography, magnetic recording and digital techniques, including saving in computer memory;*
      3. *in terms of the circulation of the original or of recorded copies of works – marketing, lending or leasing of the original or copies;*
      4. *in terms of work dissemination in a manner other than that specified in item 2) – public exhibition, display, reproduction, as well as making the work available to the public in such a way that everyone can have access to it at will, including dissemination on the Internet and in closed networks;*
      5. *use in any manner on an unlimited number of workstations/devices, including saving in memory, display, use, transmission, processing and storage;*
      6. *sharing with The Contracting Authority’s advisors, subject to confidentiality;*
      7. *modifications and adaptations to the extent necessary for the Contracting Authority to use the Project for its intended purpose, including summarization, rewriting in any way in whole or in part;*
      8. *use during seminars, training sessions and meetings organized by the Contracting Authority;*
      9. *use of the work for commercial or non-commercial purposes, in particular for informational, promotional or training materials;*
      10. *use of the Project as preliminary material for drafting concepts, solutions or products used for own and third-party needs;*
      11. *the right to translate, adapt, rearrange or make any other changes necessary for the Contracting Authority;*
      12. *use in the documentation necessary for public or non-public procurement procedures;*
      13. *control over (Polish: sprawować nadzór nad) the use of the work;*
      14. *in terms of the creation and distribution of derivative works completed with the use of the work – their use in the fields specified in the points above;*
      15. *reproduction of a source code or of a translation of its form (de-compilation), including the right to permanently or temporarily reproduce in whole or in part by any means and in any form, as well as development (translation, adaptation or any other changes) without limiting the conditions of permissibility of the said actions, in particular, but not exclusively, for use for the purpose of interaction with other computer programs or development of software or other forms of use of a similar or comparable form;*

*If a new field of exploitation is established, the Contracting Authority shall have the right of first refusal.*

* 1. *The Contractor shall promptly inform the Contracting Authority of any work results that may be subject to legal and copyright protection, protection granted in accordance with the provisions of the Industrial Property Law of 30 June 2000 (Journal of Laws of 2017, item 776, as amended) or other protection provided for intellectual property rights.*
  2. *The joint acquisition of the rights referred to in paragraph 1 by the Contracting Authority and the Contractor shall take place as of the date of their inception.*
  3. *Under of the acquired rights, the Contracting Authority shall be entitled to exploit the work in an electronic system, and to have them used by the network end users, to make a digital record of the development, to incorporate the work into its databases, either in the original form or in fragments, output materials (abstracts), to enter the work into an IT network in a way that allows their transmission upon request by the end user, dissemination in an online system, including saving in RAM and display of the work on the end user’s monitor, making printouts by the end user, regardless of the technical means of access to the Contracting Authority’s websites, and making the work available to the public, including for the Contracting Authority’s promotion, consultation and training purposes.*
  4. The Contractor *irrevocably grants permission to PSG to exercise his derivative copyrights in or to any works that will be created as part of the performance of the Contract, and irrevocably agrees to any alterations to the works and their individual components being repeatedly made if the alterations result in the creation of a derivative work. The Contractor* *undertakes to the Contracting Authority* *that in the future the author of the work will not exercise the author’s moral rights protecting the integrity of the work constituting the Scope of Contract, and will not in the future exercise the right to control (Polish: nadzorować) the use of the work, and in particular will not object to the combination of such works with other works. In the event that* the Contractor *is not direct author of the work or works, the Contractor undertakes* *to obtain for the* Contracting Authority *a written representation of the direct authors (co-authors) on:*
     1. *consent and commitment by all the authors (co-authors) not to exercise their moral rights in or to the works; and*
     2. *authorizing PSG to exercise the said rights on behalf of all the authors (co-authors), through the right to work integrity (the integrity of its content and form and its fair use), the right to control the use of works, and the right to authorship; and*
     3. *all authors’ (co-authors’) undertaking not to make any claims against PSG for the consents referred to in this paragraph, or for threatening or infringing their moral rights in or to the works, including, but not limited to, the right to right to work integrity, and the right to control the use of the work;*

*- with a concurrent representation made by the authors (co-authors) that this is done without the right of the said persons to demand any remuneration from PSG.*

* 1. *In the event of* any legal defects or in the event of claims by third parties regarding the Contract deliverables, the responsibility for such defects or the burden of dealing with third parties will be on the Contractor. The Contractor warrants *that the individual authors of the works as well as other third parties will not make claims or objections to the transfer of the author’s economic rights in or to the works, to the Contracting Authority as well as the authorization of the exercise of derivative copyrights. In the event that any third parties make claims to the Contracting Authority for infringement of their rights, the Contractor undertakes to indemnify and hold the Contracting Authority harmless from liability to such third parties. In the event that a third party brings a claim against the Contracting Authority in judicial or administrative proceedings for infringement of its rights, the Contractor undertakes to join such proceedings and to bear all reasonable and documented costs of such proceedings borne by the Contracting Authority, including the costs of legal representation, on an ongoing basis. If, based on a final ruling of a common court, a final decision of an authorized body or a final decision of an administrative court, the Contracting Authority is obligated to pay any amounts for violation of laws or of third-party rights, the Contractor shall pay immediately the equivalent of such adjudicated amounts to the obligee and shall reimburse all reasonable and documented costs of judicial or administrative proceedings – including the awarded costs of legal representation, except if the basis of the ruling is the Contracting Authority’s recognition of third-party claims or the Contracting Authority’s conclusion of a settlement without obtaining the Contractor’s prior and written consent thereto. If, based on a court ruling, the Contracting Authority is required to publish representations specified by the court or to perform other activities, the Contractor shall pay the costs of providing such publication (or other related activities).*
  2. *The Contractor represents that he agrees to the works (in whole or in part) being incorporated into another work, including a verbal, visual, audiovisual, multimedia work, or to merge with such a work.*
  3. *The Contractor undertakes that appropriate agreements will be concluded with the persons involved in the substantive implementation of the Project (each natural person or team of natural persons who will contribute to the creation of a Project component by contributing intellectual work), resulting in the transfer of the full author’s economic rights in or to the components of Project deliverables produced / developed by that person, to the Contracting Authority.*
  4. *The Contractor undertakes that neither he nor the authors of the works shall exercise the moral rights in or to the works, including the inviolability of the content and form of the works, the fair use of the works, and the supervision of the use of the works with respect to the Contracting Authority, its successors in title, licensees, and each owner of the author’s economic rights in or to the works.*
  5. *The Contractor undertakes to provide the Contracting Authority, at no extra charge, with all source codes, algorithms or other tools, data and information resulting from the performance of the Contract or created as part of the work on the Project prior to the conclusion of the Contract. Each source code shall be delivered on an IT data carrier, in a form that allows the Contracting Authority to read the source code freely, as well as to save the code on another carrier and to bring the said source code into executable form (in particular, by compilation) on a suitably fitted computer workstation. Together with the source code, the Contractor shall provide a complete list of programming tools, libraries and other elements necessary to bring such a computer program into executable form. The Contractor shall not be entitled to use any techniques or restrictions that would make it impossible or significantly more difficult for the Contracting Authority to read or save the code, in particular by encryption.*
  6. *The Contractor shall make a statement and collect from the other authors participating in the Project a statement of consent to the works (in whole or in part) being incorporated into another work, including a verbal, visual, audiovisual, multimedia work, or being combined with such a work.*
  7. *The Contractor warrants to the Contracting Authority that the individual authors of any works that will be created as part of the Project, as well as other third parties, will not raise or object to the Contracting Authority’s acquisition of the author’s economic rights in or to the works as well as the Contracting Authority’s exercise of derivative copyrights. The Contractor guarantees to the Contracting Authority that the Contracting Authority will obtain all intellectual property rights in or to such a work and that such a work will not infringe on any third-party rights. The Contractor shall take all necessary measures to indemnify and hold the Contracting Authority harmless from any actions by third parties seeking to assert their rights in or to the intellectual property of the work. In the event that third parties come forward with claims against the Contracting Authority to assert their rights in this regard, the Contractor undertakes to pay all costs associated with the Contracting Authority’s proceedings and the damages paid by the Contracting Authority on this account.*
  8. *Ownership of the transferred carriers with the versions of individual Project parts, the final version of the Project and the results of Project implementation (a work, an invention, a utility model or an industrial design, the right to obtain an invention patent or the right of protection for a utility model or the right to register an industrial design) shall pass to the Contracting Authority, under the remuneration, as of the date of their release to the Contracting Authority. The Contractor undertakes, against no additional remuneration, to transfer to the Contracting Authority the ownership of all documentation (especially research and design) and equipment resulting from the Project.*
  9. *Pursuant to Articles 11(4) and 11(5) of the Industrial Property Law of 30 June 2000 (Journal of Laws of 2017, item 776, as amended), the Contracting Authority and the Contractor jointly agree that in the event that, as a result of the Project, the Contracting Authority produces an invention, a utility model or an industrial design, the right to obtain a patent for the invention or the right of protection for the utility model or the right to register the industrial design shall be vested exclusively in the Contracting Authority.*
  10. *The Contractor undertakes to cooperate with the Contracting Authority in the filing of the objects of industrial property rights with the competent office, including to provide the Contracting Authority with the documents and information necessary for preparing the descriptions contained in the application.*
  11. *The Contractor shall be obligated to pay remuneration for the use of any relevant solution subject to industrial property rights, to the authors of the said solution. The Contractor shall indemnify the Contracting Authority from the obligation to pay such remuneration in the event that the authors make such a request to the Contracting Authority.*
  12. *The Contracting Authority shall be obligated to bear the full cost of notifying the Project deliverables to the protection authorities and maintaining this protection.*
  13. *To the extent that the Contracted work deliverables constitute databases that are not protected by copyright, the Contracting Authority will be entitled to extract data from the databases and to reuse them against no additional remuneration for the Contractor on the said grounds.*
  14. *The Contractor authorizes the Contracting Authority to create output materials for the databases constituting Project deliverables, subject to protection under copyright law, and he undertakes not to revoke this authorization under penalty of damages.*
  15. *The Contracting Authority’s legal successor will be entitled to make changes to the works without the author’s consent.*
  16. *The Contracting Authority will recognize the Contractor’s right to publish the Contract deliverables, provided that the publication does not prejudice the requirements of patent protection and protective rights, does not prejudice the Contracting Authority’s economic interests, and the publication is made from time to time with PGS’s prior written consent.*

*[Option II – to be applied in the event that, under the Contract and as of the date of its conclusion, PSG acquires the author’s economic rights in or to works created prior to its conclusion:]*

1. ***COPYRIGHTS***
   1. *The Contractor represents that there were works within the meaning of the Copyright and Related Rights Act of 4 February 1994, created as part of the work on the Project prior to the conclusion of the Contract. As of the date of this Contract, the Contractor transfers to the Contracting Authority the share in the author’s economic right in or to the said works in the fields of exploitation specified in paragraph 2 below, as well as in the ownership of the carriers on which the said works are recorded, in [\*\*\*] part.*
   2. *The Contractor agrees that PSG may make any changes and updates to the works. PSG shall acquire the right to evolve the works and to use and dispose of such output materials in the following fields of exploitation:*
      1. *use of the works in the course of PSG’s business activity, to any extent adopted by PSG;*
      2. *in terms of work recording and reproduction – production of any number of copies of the work using available techniques and methods, including, in particular, printing, reprography, magnetic recording and digital techniques, including saving in computer memory;*
      3. *in terms of the circulation of the original or of recorded copies of works – marketing, lending or leasing of the original or copies;*
      4. *in terms of work dissemination in a manner other than that specified in item 2) – public exhibition, display, reproduction, as well as making the work available to the public in such a way that everyone can have access to it at will, including dissemination on the Internet and in closed networks;*
      5. *use in any manner on an unlimited number of workstations/devices, including saving in memory, display, use, transmission, processing and storage;*
      6. *sharing with The Contracting Authority’s advisors, subject to confidentiality;*
      7. *modifications and adaptations to the extent necessary for the Contracting Authority to use the Project for its intended purpose, including summarization, rewriting in any way in whole or in part;*
      8. *use during seminars, training sessions and meetings organized by the Contracting Authority;*
      9. *use of the work for commercial or non-commercial purposes, in particular for informational, promotional or training materials;*
      10. *use of the Project as preliminary material for drafting concepts, solutions or products used for own and third-party needs;*
      11. *the right to translate, adapt, rearrange or make any other changes necessary for the Contracting Authority;*
      12. *use in the documentation necessary for public or non-public procurement procedures;*
      13. *control over (Polish: sprawować nadzór nad) the use of the work;*
      14. *in terms of the creation and distribution of derivative works completed with the use of the work – their use in the fields specified in the points above;*
      15. *reproduction of a source code or of a translation of its form (de-compilation), including the right to permanently or temporarily reproduce in whole or in part by any means and in any form, as well as development (translation, adaptation or any other changes) without limiting the conditions of permissibility of the said actions, in particular, but not exclusively, for use for the purpose of interaction with other computer programs or development of software or other forms of use of a similar or comparable form;*

*If a new field of exploitation is established, the Contracting Authority shall have the right of first refusal.*

* 1. *The Contractor shall promptly inform the Contracting Authority of any work results that may be subject to legal and copyright protection, protection granted in accordance with the provisions of the Industrial Property Law of 30 June 2000 (Journal of Laws of 2017, item 776, as amended) or other protection provided for intellectual property rights.*
  2. *Under of the acquired rights, the Contracting Authority shall be entitled to exploit the work in an electronic system, and to have them used by the network end users, to make a digital record of the development, to incorporate the work into its databases, either in the original form or in fragments, output materials (abstracts), to enter the work into an IT network in a way that allows their transmission upon request by the end user, dissemination in an online system, including saving in RAM and display of the work on the end user’s monitor, making printouts by the end user, regardless of the technical means of access to the Contracting Authority’s websites, and making the work available to the public, including for the Contracting Authority’s promotion, consultation and training purposes.*
  3. The Contractor *irrevocably grants permission to PSG to exercise his derivative copyrights in or to any works that have been created as part of work on the Project prior to the conclusion of the Contract, and irrevocably agrees to any alterations to the works and their individual components being repeatedly made if the alterations result in the creation of a derivative work. The Contractor* *undertakes to the Contracting Authority* *that in the future the author of the work will not exercise the author’s moral rights protecting the integrity of the work constituting the Scope of Contract, and will not in the future exercise the right to control (Polish: nadzorować) the use of the work, and in particular will not object to the combination of such works with other works. In the event that* the Contractor *is not direct author of the work or works, the Contractor undertakes* *to obtain for the* Contracting Authority *a written representation of the direct authors (co-authors) on:*
     1. *consent and commitment by all the authors (co-authors) not to exercise their moral rights in or to the works; and*
     2. *authorizing PSG to exercise the said rights on behalf of all the authors (co-authors), through the right to work integrity (the integrity of its content and form and its fair use), the right to control the use of works, and the right to authorship; and*
     3. *all authors’ (co-authors’) undertaking not to make any claims against PSG for the consents referred to in this paragraph, or for threatening or infringing their moral rights in or to the works, including, but not limited to, the right to right to work integrity, and the right to control the use of the work;*

*with a concurrent representation made by the authors (co-authors) that this is done without the right of the said persons to demand any remuneration from PSG.*

* 1. *In the event of* any legal defects or in the event of claims by third parties regarding the Contract deliverables, the responsibility for such defects or the burden of dealing with third parties will be on the Contractor. The Contractor warrants *that the individual authors of the works as well as other third parties will not make claims or objections to the transfer of the author’s economic rights in or to the works, to the Contracting Authority as well as the authorization of the exercise of derivative copyrights. In the event that any third parties make claims to the Contracting Authority for infringement of their rights, the Contractor undertakes to indemnify and hold the Contracting Authority harmless from liability to such third parties. In the event that a third party brings a claim against the Contracting Authority in judicial or administrative proceedings for infringement of its rights, the Contractor undertakes to join such proceedings and to bear all reasonable and documented costs of such proceedings borne by the Contracting Authority, including the costs of legal representation, on an ongoing basis. If, based on a final ruling of a common court, a final decision of an authorized body or a final decision of an administrative court, the Contracting Authority is obligated to pay any amounts for violation of laws or of third-party rights, the Contractor shall pay immediately the equivalent of such adjudicated amounts to the obligee and shall reimburse all reasonable and documented costs of judicial or administrative proceedings – including the awarded costs of legal representation, except if the basis of the ruling is the Contracting Authority’s recognition of third-party claims or the Contracting Authority’s conclusion of a settlement without obtaining the Contractor’s prior and written consent thereto. If, based on a court ruling, the Contracting Authority is required to publish representations specified by the court or to perform other activities, the Contractor shall pay the costs of providing such publication (or other related activities).*
  2. *The Contractor represents that he agrees to the works (in whole or in part) being incorporated into another work, including a verbal, visual, audiovisual, multimedia work, or to merge with such a work.*
  3. *The Contractor warrants that appropriate agreements are concluded with the persons involved in the substantive implementation of the Project (each natural person or team of natural persons who has contributed to the creation of a Project component by contributing intellectual work), resulting in the transfer of the full author’s economic rights in or to the components of Project deliverables produced / developed by that person, to the Contracting Authority.*
  4. *The Contractor undertakes that neither he nor the authors of the works shall exercise the moral rights in or to the works, including the inviolability of the content and form of the works, the fair use of the works, and the supervision of the use of the works with respect to the Contracting Authority, its successors in title, licensees, and each owner of the author’s economic rights in or to the works.*
  5. *The Contractor undertakes to provide the Contracting Authority, at no extra charge, with all source codes, algorithms or other tools, data and information resulting from the performance of the Contract or created as part of the work on the Project prior to the conclusion of the Contract. Each source code shall be delivered on an IT data carrier, in a form that allows the Contracting Authority to read the source code freely, as well as to save the code on another carrier and to bring the said source code into executable form (in particular, by compilation) on a suitably fitted computer workstation. Together with the source code, the Contractor shall provide a complete list of programming tools, libraries and other elements necessary to bring such a computer program into executable form. The Contractor shall not be entitled to use any techniques or restrictions that would make it impossible or significantly more difficult for the Contracting Authority to read or save the code, in particular by encryption.*
  6. *The Contractor shall make a statement and collect from the other authors participating in the Project a statement of consent to the works (in whole or in part) being incorporated into another work, including a verbal, visual, audiovisual, multimedia work, or being combined with such a work.*
  7. *The Contractor warrants to the Contracting Authority that the individual authors of any works that have been created as part of the Project, as well as other third parties, will not raise or object to the Contracting Authority’s acquisition of the author’s economic rights in or to the works as well as the Contracting Authority’s exercise of derivative copyrights. The Contractor guarantees to the Contracting Authority that the Contracting Authority will obtain all intellectual property rights in or to such a work and that such a work will not infringe on any third-party rights. The Contractor shall take all necessary measures to indemnify and hold the Contracting Authority harmless from any actions by third parties seeking to assert their rights in or to the intellectual property of the work. In the event that third parties come forward with claims against the Contracting Authority to assert their rights in this regard, the Contractor undertakes to pay all costs associated with the Contracting Authority’s proceedings and the damages paid by the Contracting Authority on this account.*
  8. *Ownership of the transferred carriers with the versions of individual Project parts, the final version of the Project and the results of Project implementation (a work, an invention, a utility model or an industrial design, the right to obtain an invention patent or the right of protection for a utility model or the right to register an industrial design) shall pass to the Contracting Authority, under the remuneration, as of the date of their release to the Contracting Authority. The Contractor undertakes, against no additional remuneration, to transfer to the Contracting Authority the ownership of all documentation (especially research and design) and equipment resulting from the Project.*

*[The provisions of paragraph 14 and paragraph 15 are optional – to be applied obligatorily in the event that, under the Contract and as of the date of its conclusion, PSG acquires the right to an invention, a utility model or an industrial design, the right to obtain an invention patent or the right of protection for a utility model or the right to register an industrial design created prior to the conclusion of the Contract:]*

* 1. *As of the date of conclusion of the Contract, the Contractor shall transfer to the Contracting Authority all his rights in or to any invention, utility model or industrial design, the right to obtain a patent for any invention or the right of protection for any utility model or the right to register any industrial design created prior to the conclusion of the Contract, subject to the provisions of the following paragraphs.*
  2. *Along with the transfer of the above industrial property rights, under the remuneration specified in the Contract, the Contractor shall to the Contracting Authority the right to all know-how (including, but not limited to, within the meaning of the provisions of the Directive of the European Parliament and of the Council of 8 June 2016 on the protection of secret know-how and undisclosed commercial information (business secrets) against their unlawful acquisition, use and disclosure), including technical data, documents, drawings, maps, designs, photographs, technical, technological, operational, financial, marketing information, concerning the effects of Project implementation created in the performance of the Contract. Concurrently, the Contractor undertakes not to use any know-how concerning the effects of Project implementation.*
  3. *The Contractor undertakes to cooperate with the Contracting Authority in the filing of the objects of industrial property rights with the competent office, including to provide the Contracting Authority with the documents and information necessary for preparing the descriptions contained in the application.*
  4. *The Contractor shall be obligated to pay remuneration for the use of any relevant solution subject to industrial property rights, to the authors of the said solution. The Contractor shall indemnify the Contracting Authority from the obligation to pay such remuneration in the event that the authors make such a request to the Contracting Authority.*
  5. *The Contracting Authority shall be obligated to bear the full cost of notifying the Project deliverables to the protection authorities and maintaining this protection.*
  6. *To the extent that the Contracted work deliverables constitute databases that are not protected by copyright, the Contracting Authority will be entitled to extract data from the databases and to reuse them against no additional remuneration* *for the Contractor on the said grounds.*
  7. *The Contractor authorizes the Contracting Authority to create output materials for the databases constituting Project deliverables, subject to protection under copyright law, and he undertakes not to revoke this authorization under penalty of damages.*
  8. *The Contracting Authority’s legal successor will be entitled to make changes to the works without the author’s consent.*
  9. *The Contracting Authority will recognize the Contractor’s right to publish the Contract deliverables*, *provided that the publication does not prejudice the requirements of patent protection and protective rights, does not prejudice the Contracting Authority’s economic interests, and the publication is made from time to time with PGS’s prior written consent.*

*[Option III – to be applied in the event that the Contracted work deliverables are to result in the creation of new works in and to which the Contracting Authority and the Contractor jointly acquire the author’s economic rights, and furthermore, under the Contract and as of the date of the Contract, PSG acquires the author’s economic rights in and to works created prior to its conclusion:]*

1. ***COPYRIGHTS***
   1. *The Contractor represents that there were works within the meaning of the Copyright and Related Rights Act of 4 February 1994, created as part of the work on the Project prior to the conclusion of the Contract. As of the date of this Contract, the Contractor transfers to the Contracting Authority the share in the author’s economic right in or to the said works in the fields of exploitation specified in paragraph 2 below, as well as in the ownership of the carriers on which the said works are recorded, in [\*\*\*] part. Furthermore, if the Contracted work deliverables result in the creation of a work within the meaning of the Copyright and Related Rights Act of 4 February 1994, the Contractor and the Contracting Authority shall jointly hold the author’s economic right in or to the work and the ownership of the carriers on which the work is recorded, with the Contracting Authority holding interest in [\*\*\*] part of the said rights and the Contractor holding interest in [\*\*\*] part.*
   2. *The Contractor agrees that PSG may make any changes and updates to the works. PSG shall acquire the right to evolve the works and to use and dispose of such output materials in the following fields of exploitation:*
      1. *use of the works in the course of PSG’s business activity, to any extent adopted by PSG;*
      2. *in terms of work recording and reproduction – production of any number of copies of the work using available techniques and methods, including, in particular, printing, reprography, magnetic recording and digital techniques, including saving in computer memory;*
      3. *in terms of the circulation of the original or of recorded copies of works – marketing, lending or leasing of the original or copies;*
      4. *in terms of work dissemination in a manner other than that specified in item 2) – public exhibition, display, reproduction, as well as making the work available to the public in such a way that everyone can have access to it at will, including dissemination on the Internet and in closed networks;*
      5. *use in any manner on an unlimited number of workstations/devices, including saving in memory, display, use, transmission, processing and storage;*
      6. *sharing with The Contracting Authority’s advisors, subject to confidentiality;*
      7. *modifications and adaptations to the extent necessary for the Contracting Authority to use the Project for its intended purpose, including summarization, rewriting in any way in whole or in part;*
      8. *use during seminars, training sessions and meetings organized by the Contracting Authority;*
      9. *use of the Work for commercial or non-commercial purposes, in particular for informational, promotional or training materials;*
      10. *use of the Project as preliminary material for drafting concepts, solutions or products used for own and third-party needs;*
      11. *the right to translate, adapt, rearrange or make any other changes necessary for the Contracting Authority;*
      12. *use in the documentation necessary for public or non-public procurement procedures;*
      13. *control over (Polish: sprawować nadzór nad) the use of the work;*
      14. *in terms of the creation and distribution of derivative works completed with the use of the work – their use in the fields specified in the points above;*
      15. *reproduction of a source code or of a translation of its form (de-compilation), including the right to permanently or temporarily reproduce in whole or in part by any means and in any form, as well as development (translation, adaptation or any other changes) without limiting the conditions of permissibility of the said actions, in particular, but not exclusively, for use for the purpose of interaction with other computer programs or development of software or other forms of use of a similar or comparable form;*

*If a new field of exploitation is established, the Contracting Authority shall have the right of first refusal.*

* 1. *The Contractor shall promptly inform the Contracting Authority of any work results that may be subject to legal and copyright protection, protection granted in accordance with the provisions of the Industrial Property Law of 30 June 2000 (Journal of Laws of 2017, item 776, as amended) or other protection provided for intellectual property rights.*
  2. *The joint acquisition of the rights referred to in paragraph 1, second sentence, by the Contracting Authority and the Contractor shall take place as of the date of their inception.*
  3. *Under of the acquired rights, the Contracting Authority shall be entitled to exploit the work in an electronic system, and to have them used by the network end users, to make a digital record of the development, to incorporate the work into its databases, either in the original form or in fragments, output materials (abstracts), to enter the work into an IT network in a way that allows their transmission upon request by the end user, dissemination in an online system, including saving in RAM and display of the work on the end user’s monitor, making printouts by the end user, regardless of the technical means of access to the Contracting Authority’s websites, and making the work available to the public, including for the Contracting Authority’s promotion, consultation and training purposes.*
  4. The Contractor *irrevocably grants permission to PSG to exercise his derivative copyrights in or to any works that have been created as part of work on the Project prior to the conclusion of the Contract and that will be created as part of the performance of the Contract, and irrevocably agrees to any alterations to the works and their individual components being repeatedly made if the alterations result in the creation of a derivative work. The Contractor* *undertakes to the Contracting Authority* *that in the future the author of the work will not exercise the author’s moral rights protecting the integrity of the work constituting the Scope of Contract, and will not in the future exercise the right to control (Polish: nadzorować) the use of the work, and in particular will not object to the combination of such works with other works. In the event that* the Contractor *is not direct author of the work or works, the Contractor undertakes* *to obtain for the* Contracting Authority *a written representation of the direct authors (co-authors) on:*
     1. *consent and commitment by all the authors (co-authors) not to exercise their moral rights in or to the works; and*
     2. *authorizing PSG to exercise the said rights on behalf of all the authors (co-authors), through the right to work integrity (the integrity of its content and form and its fair use), the right to control the use of works, and the right to authorship; and*
     3. *all authors’ (co-authors’) undertaking not to make any claims against PSG for the consents referred to in this paragraph, or for threatening or infringing their moral rights in or to the works, including, but not limited to, the right to right to work integrity, and the right to control the use of the work;*

*- with a concurrent representation made by the authors (co-authors) that this is done without the right of the said persons to demand any remuneration from PSG.*

* 1. *In the event of* any legal defects or in the event of claims by third parties regarding the Contract deliverables, the responsibility for such defects or the burden of dealing with third parties will be on the Contractor. The Contractor warrants *that the individual authors of the works as well as other third parties will not make claims or objections to the transfer of the author’s economic rights in or to the works, to the Contracting Authority as well as the authorization of the exercise of derivative copyrights. In the event that any third parties make claims to the Contracting Authority for infringement of their rights, the Contractor undertakes to indemnify and hold the Contracting Authority harmless from liability to such third parties. In the event that a third party brings a claim against the Contracting Authority in judicial or administrative proceedings for infringement of its rights, the Contractor undertakes to join such proceedings and to bear all reasonable and documented costs of such proceedings borne by the Contracting Authority, including the costs of legal representation, on an ongoing basis. If, based on a final ruling of a common court, a final decision of an authorized body or a final decision of an administrative court, the Contracting Authority is obligated to pay any amounts for violation of laws or of third-party rights, the Contractor shall pay immediately the equivalent of such adjudicated amounts to the obligee and shall reimburse all reasonable and documented costs of judicial or administrative proceedings – including the awarded costs of legal representation, except if the basis of the ruling is the Contracting Authority’s recognition of third-party claims or the Contracting Authority’s conclusion of a settlement without obtaining the Contractor’s prior and written consent thereto. If, based on a court ruling, the Contracting Authority is required to publish representations specified by the court or to perform other activities, the Contractor shall pay the costs of providing such publication (or other related activities).*
  2. *The Contractor represents that he agrees to the works (in whole or in part) being incorporated into another work, including a verbal, visual, audiovisual, multimedia work, or to merge with such a work.*
  3. *The Contractor warrants that appropriate agreements are concluded (and, for persons who will become engaged in the substantive implementation only in the future, will be concluded) with the persons involved in the substantive implementation of the Project (each natural person or team of natural persons who have contributed or will contribute to the creation of a Project component by contributing intellectual work), resulting in the transfer of the full author’s economic rights in or to the components of Project deliverables produced / developed by that person, to the Contracting Authority.*
  4. *The Contractor undertakes that neither he nor the authors of the works shall exercise the moral rights in or to the works, including the inviolability of the content and form of the works, the fair use of the works, and the supervision of the use of the works with respect to the Contracting Authority, its successors in title, licensees, and each owner of the author’s economic rights in or to the works.*
  5. *The Contractor undertakes to provide the Contracting Authority, at no extra charge, with all source codes, algorithms or other tools, data and information resulting from the performance of the Contract or created as part of the work on the Project prior to the conclusion of the Contract. Each source code shall be delivered on an IT data carrier, in a form that allows the Contracting Authority to read the source code freely, as well as to save the code on another carrier and to bring the said source code into executable form (in particular, by compilation) on a suitably fitted computer workstation. Together with the source code, the Contractor shall provide a complete list of programming tools, libraries and other elements necessary to bring such a computer program into executable form. The Contractor shall not be entitled to use any techniques or restrictions that would make it impossible or significantly more difficult for the Contracting Authority to read or save the code, in particular by encryption.*
  6. *The Contractor shall make a statement and collect from the other authors participating in the Project a statement of consent to the works (in whole or in part) being incorporated into another work, including a verbal, visual, audiovisual, multimedia work, or being combined with such a work.*
  7. *The Contractor warrants to the Contracting Authority that the individual authors of any works that have been or will be created as part of the Project, as well as other third parties, will not raise or object to the Contracting Authority’s acquisition of the author’s economic rights in or to the works as well as the Contracting Authority’s exercise of derivative copyrights. The Contractor guarantees to the Contracting Authority that the Contracting Authority will obtain all intellectual property rights in or to such a work and that such a work will not infringe on any third-party rights. The Contractor shall take all necessary measures to indemnify and hold the Contracting Authority harmless from any actions by third parties seeking to assert their rights in or to the intellectual property of the work. In the event that third parties come forward with claims against the Contracting Authority to assert their rights in this regard, the Contractor undertakes to pay all costs associated with the Contracting Authority’s proceedings and the damages paid by the Contracting Authority on this account.*
  8. *Ownership of the transferred carriers with the versions of individual Project parts, the final version of the Project and the results of Project implementation (a work, an invention, a utility model or an industrial design, the right to obtain an invention patent or the right of protection for a utility model or the right to register an industrial design) shall pass to the Contracting Authority, under the remuneration, as of the date of their release to the Contracting Authority. The Contractor undertakes, against no additional remuneration, to transfer to the Contracting Authority the ownership of all documentation (especially research and design) and equipment resulting from the Project.*
  9. *Pursuant to Articles 11(4) and 11(5) of the Industrial Property Law of 30 June 2000 (Journal of Laws of 2017, item 776, as amended), the Contracting Authority and the Contractor jointly agree that in the event that, as a result of the Project, the Contracting Authority produces an invention, a utility model or an industrial design, the right to obtain a patent for the invention or the right of protection for the utility model or the right to register the industrial design shall be vested exclusively in the Contracting Authority. [Optional provisions – to be applied obligatorily in the event that, under the Contract and as of the date of its conclusion, PSG acquires the right to an invention, a utility model or an industrial design, the right to obtain an invention patent or the right of protection for a utility model or the right to register an industrial design created prior to the conclusion of the Contract:] As of the date of conclusion of the Contract, the Contractor shall transfer to the Contracting Authority all his rights in or to any invention, utility model or industrial design, the right to obtain a patent for any invention or the right of protection for any utility model or the right to register any industrial design created prior to the conclusion of the Contract, subject to the provisions of the following paragraphs.*

*[The provisions of paragraph 16 are optional – to be applied obligatorily in the event that, under the Contract and as of the date of its conclusion, PSG acquires the right to an invention, a utility model or an industrial design, the right to obtain an invention patent or the right of protection for a utility model or the right to register an industrial design created prior to the conclusion of the Contract:]*

* 1. *Along with the transfer of the above industrial property rights, under the remuneration specified in the Contract, the Contractor shall to the Contracting Authority the right to all know-how (including, but not limited to, within the meaning of the provisions of the Directive of the European Parliament and of the Council of 8 June 2016 on the protection of secret know-how and undisclosed commercial information (business secrets) against their unlawful acquisition, use and disclosure), including technical data, documents, drawings, maps, designs, photographs, technical, technological, operational, financial, marketing information, concerning the effects of Project implementation created in the performance of the Contract. Concurrently, the Contractor undertakes not to use any know-how concerning the effects of Project implementation.*
  2. *The Contractor undertakes to cooperate with the Contracting Authority in the filing of the objects of industrial property rights with the competent office, including to provide the Contracting Authority with the documents and information necessary for preparing the descriptions contained in the application.*
  3. *The Contractor shall be obligated to pay remuneration for the use of any relevant solution subject to industrial property rights, to the authors of the said solution. The Contractor shall indemnify the Contracting Authority from the obligation to pay such remuneration in the event that the authors make such a request to the Contracting Authority.*
  4. *The Contracting Authority shall be obligated to bear the full cost of notifying the Project deliverables to the protection authorities and maintaining this protection.*
  5. *To the extent that the Contracted work deliverables constitute databases that are not protected by copyright, the Contracting Authority will be entitled to extract data from the databases and to reuse them against no additional remuneration* *for the Contractor on the said grounds.*
  6. *The Contractor authorizes the Contracting Authority to create output materials for the databases constituting Project deliverables, subject to protection under copyright law, and he undertakes not to revoke this authorization under penalty of damages.*
  7. *The Contracting Authority’s legal successor will be entitled to make changes to the works without the author’s consent.*
  8. *The Contracting Authority will recognize the Contractor’s right to publish the Contract deliverables*, *provided that the publication does not prejudice the requirements of patent protection and protective rights, does not prejudice the Contracting Authority’s economic interests, and the publication is made from time to time with PGS’s prior written consent.*

*[Option IV – in the event that the Contracted work deliverables are to result in the creation of new works, and the Contractor licenses them to the Contracting Authority:]*

1. ***LICENSES***
   1. *If the Contracted work deliverables result in the creation of a work within the meaning of the Copyright and Related Rights Act of 4 February 1994, the Contractor shall grant the Contracting Authority [alternate provisions] an exclusive [or:] non-exclusive license for the said work.*
   2. *The [alternate provisions] exclusive [or:] non-exclusive license referred to in paragraph 1 shall be granted [alternate provisions] without any time and territorial limitations (and without the right to terminate) [or:] with a time limitation, i.e. for a period of [\*\*\*] years [or:] with a territorial limitation, i.e. in the territory of [\*\*\*], in all fields of exploitation known at the date of the Contract, including in particular:*
      1. *use of the works in the course of PSG’s business activity, to any extent adopted by PSG;*
      2. *in terms of work recording and reproduction – production of any number of copies of the work using available techniques and methods, including, in particular, printing, reprography, magnetic recording and digital techniques, including saving in computer memory;*
      3. *in terms of the circulation of the original or of recorded copies of works – marketing, lending or leasing of the original or copies;*
      4. *in terms of work dissemination in a manner other than that specified in item 2) – public exhibition, display, reproduction, as well as making the work available to the public in such a way that everyone can have access to it at will, including dissemination on the Internet and in closed networks;;*
      5. *sharing with The Contracting Authority’s advisors, subject to confidentiality;*
      6. *use in any manner on an unlimited number of workstations/devices, including saving in memory, display, use, transmission, processing and storage;*
      7. *modifications and adaptations to the extent necessary for the Contracting Authority to use the Project for its intended purpose, including summarization, rewriting in any way in whole or in part;*
      8. *use during seminars, training sessions and meetings organized by the Contracting Authority for its employees;*
      9. *use of the Work for commercial or non-commercial purposes, in particular for informational, promotional or training materials;*
      10. *use of the Project as preliminary material for drafting concepts, solutions or products used for own and third-party needs;*
      11. *the right to translate, adapt, rearrange or make any other changes necessary for the Contracting Authority;*
      12. *use in the documentation necessary for public and non-public procurement procedures;*
      13. *in terms of the creation and distribution of derivative works completed with the use of the work – their use in the fields specified in the points above;*
      14. *reproduction of a source code or of a translation of its form (de-compilation), including the right to permanently or temporarily reproduce in whole or in part by any means and in any form, as well as development (translation, adaptation or any other changes) without limiting the conditions of permissibility of the said actions, in particular, but not exclusively, for use for the purpose of interaction with other computer programs or development of software or other forms of use of a similar or comparable form.*
   3. *The Contractor shall promptly inform the Contracting Authority of any work results that may be subject to legal and copyright protection, protection granted in accordance with the provisions of the Industrial Property Law of 30 June 2000 (Journal of Laws of 2017, item 776, as amended) or other protection provided for intellectual property rights.*
   4. *The granting of the license referred to in paragraph 1 shall take place upon handover of the work in question to the Contracting Authority. If the Contractor has the right to consent to the exercise of derivative rights in the work(s) referred to in this clause, then, upon the Contracting Authority’s takeover of the work, the Contractor shall also transfer the said entitlement to the Contracting Authority. Furthermore, the Contractor grants permission to the Contracting Authority to use the output materials of the other intellectual property rights and database rights created as a Project deliverable, in particular to make any alterations and adaptations, as well as to allow third parties to exercise derivative rights to the other intellectual property rights and database rights created as a Project deliverable.*
   5. *The Parties jointly agree that the Contractor’s remuneration specified in the Contract shall also include the remuneration for licensing.*
   6. *In the event of any legal defects or in the event of claims by third parties regarding the Contract deliverables, the responsibility for such defects or the burden of dealing with third parties will born by the Contractor*. *The Contractor warrants that the individual authors of the works as well as other third parties will not make claims or objections to the granting of the license. In the event that any third parties make claims to the Contracting Authority for infringement of their rights, the Contractor undertakes to indemnify and hold the Contracting Authority harmless from liability to such third parties. In the event that a third party brings a claim against the Contracting Authority in judicial or administrative proceedings for infringement of its rights, the Contractor undertakes to join such proceedings and to bear all reasonable and documented costs of such proceedings borne by the Contracting Authority, including the costs of legal representation, on an ongoing basis. If, based on a final ruling of a common court, a final decision of an authorized body or a final decision of an administrative court, the Contracting Authority is obligated to pay any amounts for violation of laws or of third-party rights, the Contractor shall pay immediately the equivalent of such adjudicated amounts to the obligee and shall reimburse all reasonable and documented costs of judicial or administrative proceedings – including the awarded costs of legal representation, except if the basis of the ruling is the Contracting Authority’s recognition of third-party claims or the Contracting Authority’s conclusion of a settlement without obtaining the Contractor’s prior and written consent thereto. If, based on a court ruling, the Contracting Authority is required to publish representations specified by the court or to perform other activities, the Contractor shall pay the costs of providing such publication (or other related activities).*
   7. *The Contractor represents that he agrees to the works (in whole or in part) being incorporated into another work, including a verbal, visual, audiovisual, multimedia work, or to merge with such a work.*
   8. *The Contractor warrants that appropriate agreements will be concluded with the persons involved in the substantive implementation of the Project (each natural person or team of natural persons who will contribute to the creation of a Project component by contributing intellectual work), resulting in the granting of the license for the components of Project deliverables produced / developed by that person, to the Contracting Authority.*
   9. *The Contractor shall make a statement and collect from the other authors participating in the Project a statement of consent to the works (in whole or in part) being incorporated into another work, including a verbal, visual, audiovisual, multimedia work, or being combined with such a work.*
   10. *The Contractor warrants to the Contracting Authority that the individual authors of any works that will be created as part of the Project, as well as other third parties, will not object to the granting of the license to the Contracting Authority. The Contractor guarantees to the Contracting Authority that the Contracting Authority will obtain all intellectual property rights in or to such a work and that such a work will not infringe on any third-party rights. The Contractor shall take all necessary measures to indemnify and hold the Contracting Authority harmless from any actions by third parties seeking to assert their rights in or to the intellectual property of the work. In the event that third parties come forward with claims against the Contracting Authority to assert their rights in this regard, the Contractor undertakes to pay all costs associated with the Contracting Authority’s proceedings and the damages paid by the Contracting Authority on this account.*
   11. *Under of the granted rights, the Contracting Authority shall be entitled to exploit the work in an electronic system, and to have them be used by the network end users, to make a digital record of the development, to incorporate the work into its databases, either in the original form or in fragments, output materials (abstracts), to enter the work into an IT network in a way that allows their transmission upon request by the end user, dissemination in an online system, including saving in RAM and display of the work on the end user’s monitor, making printouts by the end user, regardless of the technical means of access to the Contracting Authority’s websites, and making the work available to the public, including for the Contracting Authority’s promotion, consultation and training purposes.*
   12. *Ownership of the transferred carriers with the versions of individual Project parts, the final version of the Project and the results of Project implementation (a work, an invention, a utility model or an industrial design, the right to obtain an invention patent or the right of protection for a utility model or the right to register an industrial design) shall pass to the Contracting Authority, under the remuneration, as of the date of their release to the Contracting Authority. The Contractor undertakes, against no additional remuneration, to transfer to the Contracting Authority the ownership of all documentation (especially research and design) and equipment constituting Project deliverables.*
   13. *Pursuant to Articles 11(4) and 11(5) of the Industrial Property Law of 30 June 2000 (Journal of Laws of 2017, item 776, as amended), the Contracting Authority and the Contractor jointly agree that in the event that, as a result of the Project, the Contracting Authority produces an invention, a utility model or an industrial design, the right to obtain a patent for the invention or the right of protection for the utility model or the right to register the industrial design shall be vested in the Contracting Authority in its entirety.*
   14. *The Contractor undertakes to cooperate with the Contracting Authority in the filing of the objects of industrial property rights with the competent office, including to provide the Contracting Authority with the documents and information necessary for preparing the descriptions contained in the application.*
   15. *The Contractor shall be obligated to pay remuneration for the use of any relevant solution subject to industrial property rights, to the authors of the said solution. The Contractor shall indemnify the Contracting Authority from the obligation to pay such remuneration in the event that the authors make such a request to the Contracting Authority.*
   16. *The Contracting Authority shall be obligated to bear the full cost of notifying the Project deliverables to the protection authorities and maintaining this protection.*
   17. *Upon payment of remuneration to the extent that the Contracted work deliverables constitute databases that are not protected by copyright, the Contractor shall transfer the right to extract data from the databases and the right to reuse them, to the Contracting Authority.*
   18. *The Contractor authorizes the Contracting Authority to create output materials for the databases constituting Project deliverables, subject to protection under copyright law, and he undertakes not to revoke this authorization under penalty of damages.*

1. **INSURANCE**
   1. The Contractor shall hold general liability insurance for the entire period of performance of the Contract, in accordance with the rules set forth in § 11 of the GT&C.

*[Optional provision, to be applied in the event that the Contractor does business outside the Republic of Poland:]*

* 1. *The territorial scope of general liability insurance must cover at least the territory of the European Union and the other countries of the European Economic Area, as well as the territory of the country of the Contractor’s registered office or permanent place of business.*

1. **FINAL PROVISIONS**
   1. Any changes to the Contract, as well as its termination, cancellation and withdrawal, must be made in writing, otherwise shall be null and void.
   2. This Contract shall be governed in its entirety by Polish law.
   3. The provisions of generally applicable law, including the provisions of the Civil Code, shall apply to all matters not regulated by the provisions of the Contract,.
   4. Polish courts shall have jurisdiction over all matters relating to the conclusion, validity, performance and cessation of the Contract. Any disputes that may arise due to the performance of the Contract shall be settled by the common court competent for the venue of the Contracting Authority’s Branch, i.e.: Support Branch in Warsaw.
   5. The Contractor undertakes not to take any action to be granted legal protection in matters related to the scope of the Contract, including in particular intellectual property rights, before authorities of countries other than the Republic of Poland, without the prior written consent of the Contracting Authority.
   6. The Contractor undertakes not to assert any claims, related to the Contract, under the provisions of law other than Polish or before any court of a country other than the Republic of Poland, against the Contracting Authority.
   7. The Contract has been drawn up in two counterparts *[optional provision, to be applied in the event that the Contract is drawn up in Polish and English language versions:] in Polish and English language versions*, one counterpart for each Party. [*Optional provision, to be applied in the event that the Contract is drawn up in Polish and English language version:] In the event of any discrepancy between the Polish and English language versions of the Contract, the Parties shall consider the Polish language version of the Contract to be binding.*

*[Or alternately, if the Contract is signed by each Party by electronic means, with a qualified signature:]*

*The Contract has been drawn up in one counterpart signed with electronic qualified signatures, and has been made available to each Party. [Optional provisions, to be applied in the event that the Contract is drawn up in Polish and English language versions:] The Contract has been drawn up in Polish and English language versions. In the event of any discrepancy between the Polish and English language versions of the Contract, the Parties shall consider the Polish language version of the Contract to be binding.*

1. **ANNEXES**

The following annexes are an integral part of the Contract:

|  |  |
| --- | --- |
| **Annex 1** | Detailed description of Project |
| **Annex 2** | Individuals included in Project structures |
| **Annex 3** | Model act of acceptance |
| **Annex 4** | *[\*\*\*]* |

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# SIGNATURES:

**Contracting Authority:**

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

**Contractor:**

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

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