

AGREEMENT

on the principles of implementing Minigrant awarded under the Rules & regulations of the research grants programme for the participants in doctoral programmes and doctoral students at a Doctoral School run or co-run by the Institute

entered into in Warsaw, on _____
(hereinafter: **"the Agreement"**)
by and between:

the Institute of Biochemistry and Biophysics of the Polish Academy of Sciences (post code: 02-106) at ul. Pawińskiego 5A, entered in the Institute Register of the Polish Academy of Sciences under No. RIN-II-46/98, NIP [Tax ID] No. 526-10-39-742, REGON [Business Registry Number:] 000325819 (hereinafter: **"the Institute"**), represented by:

– Jarosław Poznański - Director of the Institute,

with the countersignature of Chief Accountant - Grażyna Deba

and
_____, PESEL [personal identification number] _____ (in the case of individuals not holding a PESEL number – passport No. _____) (hereinafter referred to as: **"the Beneficiary"**)

hereinafter also jointly referred to as the **"Parties"**

PREAMBLE

Whereas:

1. The Beneficiary is a doctoral student attending to PhD Studies or Doctoral School run or co-run by the Institute (hereinafter: **"the Basic Relationship"**).
2. The Beneficiary has applied to the Institute for awarding a Mini-grant, and the Institute has approved the application.
3. The Parties made and Agreement aimed at defining the rights and obligations arising from the implementation of Mini-grant No. FBW _____.

§ 1

THE SUBJECT-MATTER OF THE AGREEMENT

1. The Institute undertakes to pay for the materials, reagents, small laboratory equipment, computer equipment, and the services and materials, as laid down in the Rules & regulations of the research grant programme for doctoral students which constitutes Appendix No. 1 hereto (hereinafter: **"the Rules & Regulations"**), up to the amount defined in §6 of the Agreement, and the Beneficiary undertakes to disburse the same under the rules arising from the Rules & Regulations and the Agreement.
2. A detailed specification of the tasks to be performed by the Beneficiary hereunder constitutes Appendix No. 2 hereto.
3. The remaining principles for the performance of the tasks and deadlines for their completion shall be established by the Parties on an ongoing basis.

§ 2

MANNER OF SERVICE PROVISION

1. To the extent necessary for the proper performance of the Agreement, the services hereunder shall be performed in accordance with, and under, the Basic Relationship.
2. The services hereunder shall be performed by the Beneficiary at the time and in the manner that is most appropriate to the nature of a given activity and the agreed time limit.
3. Day-to-day arrangements shall be made orally, by telephone, in writing or by e-mail, with the Parties making every effort to ensure efficient communication.

4. In the event of any doubt, each Party undertakes to use its best endeavours to clarify the scope of the activities on an ongoing basis, with a view to ensuring efficient cooperation in the performance of the Agreement.
5. The Beneficiary declares that they have the necessary knowledge and experience to properly provide the services hereunder.
6. The Parties undertake to cooperate with respect to the interests of the other Party.

§ 3

OBLIGATIONS OF THE INSTITUTE

1. If the cooperation on the part of the Institute is necessary or required for the Beneficiary to perform the Agreement, the Institute undertakes to duly cooperate with the Beneficiary.
2. The Institute undertakes, to the extent of its resources, to provide the Beneficiary with access to all the technical resources necessary for the proper performance of the Agreement.

§ 4

OBLIGATIONS OF THE BENEFICIARY

1. The Beneficiary undertakes to perform the Subject Matter of the Agreement to the best of their knowledge, with due diligence resulting from the professional nature of their work, in accordance with generally applicable law and the Institute's internal regulations, including the Rules & Regulations.
2. The Beneficiary undertakes to keep the Institute informed about the activities undertaken hereunder.
3. The Beneficiary undertakes to notify the Institute of any conflict of interest that hinders or prevents them from performing the Agreement.
4. The Beneficiary undertakes to disburse the funds received hereunder in accordance with the generally applicable law, in particular the Public Procurement Law, and the Institute's internal regulations.
5. The Beneficiary is obliged to submit a final report in accordance with the rules resulting from the Rules & Regulations.

§ 5

CORRESPONDENCE

1. The Parties agree that for the purpose of performance of this Agreement, the contact details listed in the following paragraphs shall apply.
2. On the part of the Institute, the authorised contact person in any matters related to Agreement performance is _____, phone: _____, e-mail address: _____.
3. On the part of the Beneficiary, the authorised contact person in any matters related to Agreement performance is _____, phone: _____, e-mail address: _____.
4. Should such contact details be changed, each Party is obliged to inform the other Party thereof, otherwise the existing contact details will be deemed valid.
5. Any change to contact details, as referred to above, requires a document form, otherwise it shall be null and void.

§ 6

THE MINI-GRANT AMOUNT

1. The Institute undertakes to award the Beneficiary a mini-grant in the amount of PLN _____ gross (say: _____ 00/100)(hereinafter: "**The Grant Amount**").

§ 7

DURATION OF THE AGREEMENT

1. The Agreement shall enter into force as of the date specified in the introduction and shall continue until _____, provided that, to the extent that the Beneficiary is obliged to the performance of services also after the termination or expiry of the Agreement, and in this respect, the Agreement shall remain in force until the Beneficiary has fulfilled their obligation.
2. In the event that, during the term of the Agreement, the Basic Relationship is terminated or expires, the Agreement shall be terminated on the date of termination of the Basic Relationship.
3. The Institute shall be entitled to terminate the Agreement due to the fault of the Beneficiary with immediate effect, without setting an additional time limit, in the event of:
 - a) the Beneficiary's delay in commencing the performance of the Agreement, of at least 7 days;
 - b) a gross breach of the Agreement, including in particular the failure to perform the Agreement with due diligence;
 - c) disbursement of funds in a manner contrary to §4.4 hereof;
 - d) violation of rules resulting from the Rules & Regulations.
4. The Agreement shall be terminated in the cases indicated in the Rules & Regulations.
5. In the event of termination of the Agreement, the Beneficiary shall prepare and submit to the Institute, within 14 calendar days of the termination of the Agreement, a list of the services provided, together with all the documentation prepared covering the period up to the date of termination of the Agreement.

§ 8

MONITORING THE PERFORMANCE OF THE AGREEMENT

1. The Institute shall have the right to monitor the performance of the Agreement at any time. The basic criterion for assessing the Beneficiary's efficiency shall be the full performance of the Agreement and the tasks assigned to the Beneficiary in connection with the Agreement.
2. At the Institute's request, the Beneficiary shall be obliged to submit reports on the status and course or manner of performing the Agreement, in the time, scope and form mutually agreed upon by the Parties.

§ 9

TRANSFER OF RIGHTS AND OBLIGATIONS

1. Neither of the Parties hereto shall have the right to transfer to third parties any rights or obligations hereunder, except with the prior written consent of the other Party.

§ 10

INTELLECTUAL PROPERTY

1. 1. If the performance of the Agreement results in the creation of a work within the meaning of the provisions of the Act of 4 February 1994 on Copyright and Related Rights (hereinafter: the "**Work**"), the Beneficiary shall transfer all the author's economic copyrights to the Work, as well as to the individual works being its elements or related to it, to the full extent and for the whole duration of the economic legal protection of these rights to the Institute, which may use them at home and abroad for its own purposes as well as for the use of third parties, in all forms and scopes of use, and in particular in the following fields of use:
 - a) using the Work according to its purpose;
 - b) within the scope of recording and multiplication of the Work in whole or in part – recording, copying or producing in any number of copies and by any possible technique, including printing, digital technique, making prints, by introduction into and storage in computer memory, on a magnetic medium (including a magnetic tape, drum memory or hard disk), using digital technology, on an optical medium (CD, DVD, HD digital medium), on a magnetic-optical medium, on a solid-state medium (including a memory card or USB memory stick), including multiplication of copies of the work in order to disseminate them commercially on all media appropriate for the technique used, as well as all forms of recording and multiplication preceding the achievement of the final form of multiplication, including digitisation as well as recording in computer memory, making available through computer networks, including the Internet, Intranet and Extranet, incorporation of the work into a multimedia work and/or collective work;

- c) within the scope of trading in the original or copies on which the work has been recorded - marketing (against payment or free of charge), lease, lending for use or rental of the original or copies, use in business or non-business trade as a business designation, trademark or other distinctive symbol of an enterprise or of a good or service, making and allowing third parties to make derivative works, including alterations and adaptations of the work;
 - d) within the scope of dissemination of the Work in a manner other than specified above – public performance, exhibition, screening, reproduction, re-broadcasting, displaying, broadcasting, making the Work available to the public, in particular on the website, business cards, publicly available exhibitions, for presentation and advertising in the media, recording on electronic media, publishing, as well as exhibiting, and making the work available to the public in such a way that everyone can have access to it at a place and time of their own choice, including through terrestrial stations, via satellite, cable, telecommunications or multimedia networks, databases servers or other devices and systems, including those of third parties, in open or closed circulation, in any technique, system or format, with or without recording, as well as broadcasting and re-broadcasting, use in all kinds of press conferences, presentations, events, mailings, newsletters, in periodical and non-periodical publications, making the work available to the public in such a way that everyone can have access to it in a place and at a time of their own choice, including, in particular, through the mass media, the Internet, telecommunications and IT networks as well as other forms of data transmission (e.g. SMS, MMS, EMS, IVR, WAP), by means of on-demand technology regardless of the method of payment, e.g.: “pay per view”, “on demand”;
 - e) deciding on all commercial and marketing aspects of use of the Work;
 - f) allowing third parties to make derivative works and alterations of the Work, as well as disposing of and using such derivative works in all fields of use specified herein;
 - g) making modifications of the Work and any derived work, including making any abridgements, additions, alterations and other changes, and combining it with other works or artistic performances;
 - h) using and disposing of derivative works, as well as granting authorisations to third parties in this respect;
 - i) converting the original format into any other format required by the Institute and adapting it to the hardware and system platforms selected by the Institute;
 - j) translating, modifying, adapting, rearranging in whole or in part, changing the name, creating abbreviations, completing the content, combining fragments of various freely selected works with the Work into one whole, using the whole Work or its fragments in other works in a form that does not constitute a derivative work, including audio-visual or multimedia works, compiling it using all artistic, industrial and graphic techniques, changing the colour scheme and saturation, scales and proportions;
 - k) uploading to the memory of any number of computers or devices with electronic memory (e.g. memory cards, RAM, FLASH) and devices using so-called virtual memory or shared memory resources (so-called cloud computing),
 - l) using the Work and its individual elements freely and for profit-making purposes of the Institute, as well as for advertising or promotion of the Institute,
 - m) registering in Poland or abroad with the Patent Office or other competent authority as a trademark, industrial design, utility model, invention or other object of industrial property and all rights of a database producer indicated in Article 6(1) of the Act on the Protection of Databases, provided that the object of transfer constitutes the object of the database producer’s rights.
2. The Beneficiary, together with the obligation to transfer the author’s economic copyrights referred to in sub-paragraph 1 above, undertakes to transfer to the Institute the exclusive right to permit the exercise of the derivative copyrights to the Work, i.e. the right to use and dispose of derivative works (i.e. in particular translations, alterations or adaptations) and to grant permits to use and dispose of such derivative works in all fields of use described in sub-paragraph 1 above.
 3. The Beneficiary undertakes towards the Institute not to supervise the use of the Work.
 4. In the event of discovering or establishing in the future new fields of use unknown at the date of entering into the Agreement, the Beneficiary undertakes to transfer to the Institute, at its request, the author’s economic copyrights to the newly discovered or newly established fields of use within 14 days of being notified thereof by the Institute.
 5. The Beneficiary undertakes – towards the Institute, its legal successors and entities, to whom the Beneficiary will transfer the author’s economic copyrights to the Work or to whom the Institute or those entities will grant a licence to use the Work or in another way make them available or enable them to be used – not to exercise the moral copyrights to the Work, to which the Beneficiary will transfer the author’s economic copyrights to the Institute pursuant to the sub-paragraphs above.

6. The Beneficiary, upon the transfer to the Institute of the author's economic copyrights, pursuant to the sub-paragraphs above, shall authorise the Institute to exercise on their behalf the moral copyrights to the Work, including, in particular the right to make decisions as to:
 - a) the time and manner of making it available to the public for the first time,
 - b) marking it with the name and surname of the author or making it available anonymously,
 - c) making changes in the content and form of the Work, including combining it with other works, adding new elements, making editorial changes, using only its fragments, adapting it for use in electronic media and to making further authorisations in this respect.
7. The transfer of the author's economic copyrights to the Institute shall simultaneously result in the transfer to the Institute of the ownership of copies of the Work and the media on which the Work has been recorded.
8. The Beneficiary represents and warrants that the Work shall be the result of their own creative work, and that they shall be vested in all the rights referred to in this paragraph, in particular the author's economic copyrights, and that the transfer of these rights to the Institute and the use of these rights by it, the disposal of the Work, granting licences or making it possible to use them in any other way, shall not be restricted in any way, in particular shall not infringe the rights of third parties, and these rights shall not be encumbered in any way.
9. The Beneficiary undertakes that, as of the date of the transfer of the Work referred to in sub-paragraph 1 above, they shall obtain an assurance from the authors of the Work that such authors will not exercise against the Institute or its legal successors their moral rights to the Work.
10. The Parties agree that it is the mutual intention and purpose of the Agreement that all rights to the Work be transferred to the Institute to the fullest extent possible and that the Institute be able to use them to the fullest extent possible, and that the Institute be entitled to transfer or licence or otherwise make available or enable the use of the Work to the same extent. It is therefore in accordance with this intention and the purpose of the Agreement that the provisions of this paragraph shall be interpreted in the case of any doubt.
11. If the Work is created, whether or not in accordance with the provisions of the Agreement, as a result of the creative work of persons working on behalf of the Beneficiary or persons cooperating with the Beneficiary on any other basis, the Beneficiary shall acquire the rights to the Work from such persons on such terms and conditions and to such extent as to enable the effective performance of the obligations, the granting of authorisations and the provision of warranties referred to in this paragraph. The Institute shall not be obliged to remunerate such transfer of rights by such authors, and the Beneficiary undertakes towards the Institute that such authors shall be remunerated in accordance with the law and relevant agreements.
12. In the event that the Work contains someone's image within the meaning of Article 81(1) of the Act of 4 February 1994 on Copyright and Related Rights, the provisions of this paragraph shall apply accordingly.
13. In the event that a third party makes a claim against the Institute concerning the rights to the Work, the Institute shall inform the Beneficiary in due time and reserves the right to seek redress for any damage caused as a result of such claims.
14. In the event that a third party makes a claim against the Institute in respect of an infringement of the copyright in the Work, which has been transferred by the Beneficiary to the Institute under the terms set out in this paragraph, the Beneficiary undertakes to release the Institute from any liability in respect of the third party's claims, which shall be understood as the obligation referred to in Article 392 of the Civil Code.
15. The Beneficiary ensures that if works whose use is based on various licences (e.g. open-source) are used to create the Work, their use shall be in accordance with such licences, and the content of such licences shall not prevent the use of the Work in a manner consistent with the purpose of the Work as known to the Beneficiary in connection with the performance of this Agreement.
16. The Beneficiary undertakes that, in the situation referred to in sub-paragraph 11, they shall submit a declaration by another person who is the author of the Work or a part thereof, which shall indicate that such person has transferred the rights to the Work to the Beneficiary to such an extent that the Beneficiary is authorised to legally transfer the rights to the Work to the Institute within the scope specified in this paragraph, including the fields of use indicated therein.
17. Notwithstanding the provisions of this paragraph, in the event that the Institute, in the course of the performance of the Agreement, has a reasonable suspicion of a possible infringement of a third party's intellectual property rights as a result of the creation and use of the Work, or in the event that the Institute becomes aware of the occurrence of the aforementioned infringement, the Institute shall be entitled, at its own discretion, to require the Beneficiary to:
 - a) modify the Work or the part of the Work concerned by the infringement, respectively, in such a way that use of the Work in the manner set out herein does not violate any rights of third parties;

- b) obtain, at their own expense but for the benefit of the Institute, a licence to enable further use of the Work in the manner set out herein;
 - c) enable the Institute to use the Work in any other manner provided by law.
18. The withdrawal from the Agreement by the Beneficiary in accordance with the procedure laid down in the Civil Code or termination or cancellation of the Agreement shall not affect the effective acquisition by the Institute of the rights referred to in this paragraph.
 19. The provisions of this paragraph shall also apply to any drafts of the Work or any part thereof submitted to the Institute that will be created as part of the performance of the Agreement, irrespective of whether the work on them has been or will be completed.
 20. The rights referred to above shall not be limited with respect to time and territory. In order for the transfer of the rights referred to in this paragraph to be effective, no additional declaration by the Beneficiary shall be required, but upon the Institute's request, the Beneficiary shall be obliged to immediately submit a declaration confirming the transfer of all the economic rights referred to in this paragraph.
 21. The Beneficiary shall not interfere with the manner of using and distributing the Work, and in this respect they shall leave it entirely to the discretion of the Institute, in particular the Institute shall not be obliged to distribute the Work.
 22. In the event that the provisions of generally applicable law or the Institute's internal regulations are contrary to the provisions of this paragraph, they shall prevail over the content of the Agreement.
 23. The Parties may agree upon the matters specified in this paragraph by means of a separate agreement made after the Work is created.

§ 11

CONFIDENTIAL INFORMATION

1. The Beneficiary undertakes to keep confidential all information, materials, documents, technical data and other knowledge concerning the Institute (hereinafter: "**Confidential Information**").
2. Confidential Information includes, but is not limited to, know-how, process strategies, development plans, reports, methods and procedures applied, technical data, trade secrets, business strategies, marketing plans, trade contacts, any information related to the matters arranged between the Institute and third parties, as well as information on their staff members and co-workers, and their terms of employment and pricing policy.
3. The Beneficiary undertakes not to disclose any Confidential Information to third parties, irrespective of the circumstances, except where such disclosure is requested by authorised bodies, or where the Beneficiary is required by law to do so. Prior to disclosure of any Confidential Information, the Beneficiary shall verify the demanding party's authority, the legitimacy of the demand and the scope thereof, exhaust any possible appeal procedure, and immediately notify the Institute of the fact, unless the provision of such notification is prohibited under applicable legal regulations or under a decision of the authority demanding the disclosure of Confidential Information.
4. The Parties undertake to use their best endeavours to prevent unauthorised use, disclosure or publication of Confidential Information by third parties, and shall duly endeavour to protect Confidential Information from third party access.
5. The Parties undertake to use their best endeavours to ensure that the means of communications being used to collect, transmit and store Confidential Information guarantee safeguards against unauthorised third party access.
6. The obligation to keep Confidential Information secret shall apply during the term of the Agreement, and following its termination or expiration, and is not limited in time.

§ 12

INFORMATION ON THE PROCESSING OF PERSONAL DATA

1. The Parties mutually acknowledge that the Institute processes the Beneficiary's personal data in connection with the Beneficiary's performance of the Basic Relationship.
2. The Beneficiary acknowledges that the establishment of the legal relationship concerned results in the extension of the purposes of processing to the purposes arising from the Agreement, i.e. the implementation of its provisions.

§ 13
OTHER PROVISIONS

1. Any amendments to the Agreement shall not be valid unless made in writing.
2. This Agreement shall be governed by Polish law, and has been drawn up in duplicate, one copy for each Party.
3. Any disputes between the Parties shall be resolved by way of mutual arrangements and negotiations, and where the Parties are unable to reach an agreement, the matter shall be resolved by a Court with a jurisdiction over the Institute's registered office.
4. The invalidity or ineffectiveness of any part of the Agreement, for whatever reason, shall not affect the validity of the remaining provisions of the Agreement. The ineffective or invalid provisions shall be replaced by other provisions, in order to achieve the legal and economic objectives of this Agreement to the maximum extent possible. Notwithstanding the foregoing, the Parties shall continue to perform the Agreement in accordance with the principles of fair trading, maintaining cooperation on reasonable terms as close as possible to the existing ones.
5. The Parties represent that this Agreement supersedes any prior arrangements, understandings and agreements between the Parties in relation to the subject-matter hereof, in the scope of matters regulated by this Agreement.
6. Service of letters to the addresses specified herein shall be deemed effective by the Parties, unless a Party has been notified in writing, in order to be effective, of a change of address of another Party.
7. The Parties shall hold mutual responsibility towards each other in line with the responsibility principles defined in the provisions of generally applicable legal regulations.

THE INSTITUTE

THE BENEFICIARY

Appendix No. 1 to the Agreement - Rules & regulations of the research grant programme for doctoral students,
Appendix No. 2 to the Agreement - Beneficiary's application.