

**KEY PROVISIONS OF THE AGREEMENT****ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT; TERMS AND CONDITIONS OF THE PERFORMANCE OF THE SUBJECT MATTER OF THE AGREEMENT**

1. The order is carried out as part of the project Differentiation of types of mild cognitive impairment and prediction of the risk of their progression based on neurocognitive, dietary and intestinal microbiota markers, financed by the National Science Centre (2025/57/B/HS6/01441)
2. The subject of the contract is the selection of a **contractor for the service of metagenomic shotgun DNA sequencing of DNA isolated from stool samples.**
3. The detailed description of the subject matter of the contract is included in Appendix no. 2 to the Request for Proposals – Description of the Subject Matter of the Contract.
4. Works specified in section 2 shall be completed by **May 30, 2026.**
5. The Contractor undertakes to immediately notify the Contracting Authority of any problems related to the performance of the agreement, especially of any risk of failure to meet the time limit. Moreover, the Contractor undertakes to present, at the request of the Contracting Authority, information and clarifications related to the performance of the agreement, within the time limit specified in the request, no less than 3 days.

**ARTICLE 2 – CONDITIONS OF ACCEPTANCE OF THE SUBJECT MATTER OF THE AGREEMENT**

1. Settlement with the Contractor will be based on the presentation and subsequent handover of the completed work in accordance with Appendix 2.
2. The basis for settlement will be the work completed in accordance with the details described in Appendix 2 to the Request for Proposals - Description of the Subject of the Order.
3. Properly completed work, as described in detail in Appendix 2 to the Request for Proposals - Description of the Subject of the Order, is subject to acceptance.
4. The Contractor is obligated to correct all irregularities indicated in the letter within the timeframe approved in writing by the Ordering Party.
5. The Ordering Party's inclusion of discrepancies in the letter does not release the Contractor from its obligation to perform the contract in accordance with the deadlines established therein.
6. The work is deemed accepted upon the Contractor's delivery of the work and the Ordering Party's approval by signing the handover and acceptance protocol, which constitutes Appendix 4 to the Request for Proposals - Handover and Acceptance Protocol.

**ARTICLE 3 – REMUNERATION**

1. For the proper performance of the agreement, the Contracting Authority shall pay the Contractor the remuneration in the maximum total amount of PLN \_\_\_\_\_ gross [in words: \_\_\_\_\_ 0/100 Polish zloty], hereinafter referred to as the "total remuneration."
2. Settlement with the Contractor will take place once, after the completion and presentation of the service acceptance protocol and acceptance by the Ordering Party.
3. The remuneration shall cover all costs related to the performance of the subject matter of the

agreement, including taxes and other charges related to the performance of the subject matter of the agreement, together with the remuneration for the transfer of rights to works, granting consents and authorisations, as well as fulfilment of any other Contractor's obligations necessary to perform the agreement.

4. The remuneration described in the agreement shall satisfy all claims of the Contractor in relation to the performance of the agreement. The Contractor shall not be entitled to any other payments, such as in particular reimbursement for costs (especially daily allowances, costs of accommodation, costs of travel) or expenses incurred in relation to the implementation of the agreement. This remuneration shall cover any performances provided by the Contractor or its subcontractors for the purposes of the performance of or in relation to the agreement.
5. The remuneration shall cover the Contractor's risk and liability for correct estimation of the cost of the performance of the agreement. Incorrect estimation of the costs of the performance of the agreement or change in external conditions, including exchange rates, shall not provide a basis for the Contractor lodging claims for a change of the remuneration amount.
6. The remuneration shall be due in the amount and in keeping with the principles described in this Article, in the amounts and at rates presented in the Proposal Form.

#### **ARTICLE 4 – COPYRIGHTS**

1. Upon submission of a set of data collected during the surveys, the Contractor shall transfer to the Contracting Authority all copyrights, including property copyrights to the works, as well as related rights established as part of the performance of the agreement (works).
2. Upon the transfer of property copyrights to works, the Contracting Authority shall be able to use them in whole or in part, within all fields of exploitation known upon conclusion of the agreement, including these specified in Article 50 of the Act on copyright and related rights, in particular in the following fields of exploitation:
  - permanent or temporary fixing and reproduction, in full or in part, by any means and in any form, regardless of the format, system or standard, including by printing, magnetic recording, digital technique or by saving in the computer memory, as well as permanent or temporary fixing or reproduction of such duplicates, including making their copies as well as using and disposing these copies in any manner;
  - use, introduction, presentation, transfer and storage, regardless of the format, system or standard;
  - letting for use, rental or lease;
  - public dissemination, in particular by showing, public performance, broadcasting and rebroadcasting in any system or standard, including public presentation of the Work in such way as to ensure the access to any person in the selected place and time;
  - introduction to the computer memory;
  - dissemination in the Internet and in closed networks;
  - wireless (through a terrestrial station or a satellite) or wired audio or video broadcasting in any system and standard, including via cable stations and digital platforms;
  - using and disseminating on e-learning platforms, including based on the Moodle platform;
  - adaptation, processing, making changes, corrections and modifications of the work;
  - authorisation to make adaptations, alterations and modifications of the work, right to dispose of adaptations, alterations and modifications of the work, as well as the right to make them available for use, including granting licences to third parties in all the aforementioned fields of exploitation.
3. Upon the transfer of copyrights, the Contractor shall transfer to the Contracting Authority the exclusive right to authorise the exercise of the dependent copyright (to dispose of and use adaptations of works to an unlimited extent, in particular in fields of exploitation referred to in

section 4.2).

4. The transfer of property copyrights shall not be limited in terms of the purpose of disseminating the works, nor in terms of time and territory, and these rights may be transferred by the Contracting Authority to other entities without any limitations.
5. The Contractor declares and guarantees that authors of works will not exercise personal rights, to which they are entitled, in a way limiting the Contracting Authority with respect to exercising the rights to works. At the same time, the Contractor authorises the Contracting Authority to exercise personal copyrights to works.
6. Shall any databases (“Databases”) be created in the performance of the agreement within the meaning of the Act on the protection of databases, the producer of these databases shall be the Contracting Authority. At the request of the Contracting Authority, the Contractor shall export data from Databases in a way agreed with the Contracting Authority.
7. The Contractor declares that Works performed and submitted are free from physical and legal defects, and that the Contractor shall be entitled to exclusive property copyrights to the Works to the extent necessary to transfer these rights to the Contracting Authority, and that these rights are not limited in any way. Additionally, the Contractor declares that disposing of the works shall not breach any industrial and intellectual property rights, in particular copyrights and rights to trademarks.
8. Shall any third party bring a legal action against the Contracting Authority for a breach of their rights, in particular copyrights in relation to the Contracting Authority using any of the works referred to in this Article, the Contractor shall be obliged to cover the costs of the representation in proceedings at law, court costs and pay any damages adjudicated or costs of amicable resolution of the case. In the event of filing a suit against the Contracting Authority for violating intellectual property rights, the Contractor shall join the suit as a defendant and, when impossible, shall undertake secondary intervention on the side of the Contracting Authority.

#### **ARTICLE 5 – WITHDRAWAL FROM, AMENDMENTS TO AND TERMINATION OF THE AGREEMENT**

1. The Contracting Authority may withdraw from the Agreement (in whole or in part), while retaining the right to calculate contractual penalties referred to in Article 6, if the Contractor performs the agreement in a manner that is negligent, defective or contrary to the agreement, and despite the Contracting Authority’s request, does not remove defects or irregularities in the performance of the agreement within the time limit set in the request – within 14 days of the date of expiry of the time limit set in the aforementioned request.
2. In case of a major change in circumstances as a result of which the performance of the agreement is not in public interest, in particular if the project Financing Institution refuses to finance this agreement, which could not be predicted upon concluding the agreement, the Contracting Authority may withdraw from the Agreement within 14 days of obtaining the information about the aforementioned circumstances.
3. In the case referred to in section 2 above, the Contractor may demand the remuneration due for the part of the agreement performed until its termination.
4. Withdrawal from the agreement shall be made in writing, and shall include a justification.
5. Parties undertake to amend the agreement in case of the occurrence of circumstances specified in section 13.6 of the Request for Proposals.

#### **ARTICLE 6 – CONTRACTUAL PENALTIES AND LIABILITY**

1. The total amount of contractual penalties that can be imposed by the Contracting Authority on the Contractor cannot be higher than the total amount of gross remuneration due to the Contractor for the performance of the agreement.
2. In case of the occurrence of situations listed below for reasons not attributable to the

Contracting Authority, the Contractor shall pay the Contracting Authority a contractual penalty of:

- 1% of total remuneration due to the Contractor in accordance with the agreement for each calendar day of delay in the performance of the subject matter of the agreement after the agreed time limits;
  - 10% of total remuneration due to the Contractor, in the case of the Contracting Authority withdrawing from the agreement based on Article 5 section 1;
  - 10% of total remuneration due to the Contractor – for each change of the Contractor Staff in a way inconsistent with conditions specified in the Request for Proposals.
3. Additionally, in case of withdrawing from the agreement as specified in Article 5 section 1 of the agreement, the Contractor shall be obliged to refund to the Contracting Authority any amounts received from the Contracting Authority on account of the remuneration or other charges, and these performances shall be refunded in keeping with the principles applying to the contractual penalty.
  4. The Contracting Authority – in any case – reserves the right to claim damages in accordance with general principles if damage resulting from non-performance or improper performance of the agreement by the Contractor exceeds the value of contractual penalties.
  5. The fact that the Contracting Authority does not suffer any damage as a result of the Contractor's delay, shall not release the Contractor from the duty to pay contractual penalties set out in the agreement. Contractual penalties shall have features of a guarantee.
  6. The Contractor grants its consent to deducting contractual penalties from the remuneration due to the Contractor.
  7. Liability of the Contracting Authority to the Contractor, including in case of termination of or withdrawal from the agreement for any reason, shall be limited to the actual losses, excluding lost benefits.
  8. The agreement shall also provide for contractual penalties for a breach of confidentiality provisions.

#### **ARTICLE 7 – PERSONAL DATA**

1. The Parties undertake to comply with regulations on the protection of personal data, in particular the General Data Protection Regulation (GDPR).
2. In case of the Contracting Authority entrusting the Contractor with the processing of personal data, the Parties shall conclude a relevant agreement on entrusting the processing of personal data.