**Cooperation Agreement**

concluded on ......................... in Rzeszów between:

**The Ignacy Łukasiewicz Rzeszów University of Technology**, 35-959 Rzeszów, ul. Powstańców Warszawy 12, NIP [Taxpayer Identification Number]: 813-02-66-999.

represented by:

**prof. dr hab. inż. Piotr Koszelnik, the Rector of the Rzeszów University of Technology**

hereinafter referred to as the ***“University of Technology”***

and

**…………………………………………….**

represented by:

………………………………………………………..

hereinafter referred to as the *"****Partner****”*

which reads as follows:

The Parties conclude this Agreement aiming at full exploitation of their capabilities and experience, with the aim of optimal cooperation between academic and economic centres.

Aiming to establish the framework for future cooperation, the Parties agree as follows:

***§ 1***

The Parties agree to start cooperation in terms of:

1. …………………………………………………
2. …………………………………………………
3. …………………………………………………
4. …………………………………………………

***§ 2***

1. The Parties declare that:
	1. they have obtained all consents required to enter into this Agreement;
	2. on the day of signing this Agreement, no proceedings against them which may materially restrict or prevent the conclusion and performance hereof have been initiated,
	3. on the day of signing this Agreement, no liquidation proceedings have been instigated with respect to the Parties and no circumstances justifying such liquidation proceedings exist;
	4. to the best of the Parties’ knowledge, no court, arbitration or administration proceedings which may adversely affect the financial condition of the Party to the extent they prevent the performance hereof are conducted,
	5. while entering into this Agreement, the Parties are represented in a manner which enables its valid and effective conclusion,
2. Particular joint ventures of the Parties shall be performed on the basis of separate agreements which each time set out the terms and conditions of cooperation within the framework of a given venture, including, but not limited to obligations of the Parties, dates of their performance, financial settlements and stipulations regarding intellectual property rights.
3. This Agreement shall not entail any obligations, including financial obligations for either Party. This Agreement contains solely initial terms and conditions of prospective cooperation between Parties in the future, but enables each Party to indicate the other Party as their business partner in public economic information media (Internet websites, bulletins, trade magazines). This Agreement shall not be deemed a civil law partnership agreement nor a consortium agreement nor any other economic agreement of a similar nature.

***§ 3***

1. Confidential information under this Agreement shall cover, including, but not limited to: manufacturing information, structure of employment, information technology systems which are used, marketing information, operational information, organizational information, financial information, investment information, personal information (regarding contacts with the client/counterparty and other cooperating entities), or any other information in any form which concerns interests and business or activities defined in the Parties’ Memorandum and Articles of Association (hereinafter called: “**Confidential Information**”).
2. The Parties shall keep secret all Confidential Information and the Parties shall not share them and use them without prior written consent of the other Party for any purpose whatsoever, both for individual purposes and purposes of third parties or any other purpose which prejudices the interests of the Parties.
3. Obligations set forth hereinabove shall not apply to Confidential Information which:
4. is or will be made publicly known in a manner different than disclosure which constitutes the violation of this Agreement, or
5. have been known before entering into this Agreement, or
6. are required to be disclosed by Courts, legislative and legal authorities or relevant, competent authorities.
7. Obligations resulting from the hereinabove provisions shall survive the expiration of this Agreement and pertain to information obtained during the term of this Agreement.

***§ 4***

Persons responsible for coordination of activities under this Agreement and other arrangements between the Partner and the University of Technology are:

- ……………………; for the Partner,

- ……………………..; for the University of Technology.

***§ 5***

1. This Agreement shall be concluded for the period of time: ..................................
2. This Agreement may be terminated in writing by either Party with one month’s notice.

***§ 6***

1. To all matters not settled herein the provisions of Polish law shall apply.
2. All disputes and discrepancies which may arise between the Parties in relation to the performance hereof, if feasible, shall be settled by mutual negotiations within one month as of the date of their occurrence, and in the event agreement cannot be reached, they shall be resolved by Polish common court of competent jurisdiction for the Party which initiates the lawsuit.
3. In the event that any of the provisions of this Agreement proves to be invalid or legally defective, all other provisions hereof shall remain in full force in effect. Invalid provisions shall be replaced by a valid provision, which shall be similar to the understanding and business goals included in the original provision, i.e. the provision which proved to be invalid. The above provision shall also apply to unintended regulatory loopholes.
4. Any amendments of this contract require the consent of the Parties and shall be made in writing, otherwise being null and void.
5. This Agreement has been made in two identical copies - one for the Partner and one for the University of Technology.

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***UNIVERSITY OF TECHNOLOGY PARTNER***