



**AGREEMENT
ON LENDING BIOLOGICAL MATERIALS FOR GRATUITOUS USE**

concluded in Warsaw, on _____ 2021,
(hereinafter: **"the Agreement"**)
by and between

Institute of Biochemistry and Biophysics, Polish Academy of Sciences, having its registered office in Warsaw (postal code: 02-106) at ul. Pawińskiego 5A, entered into the Register of Research Institutes of the Polish Academy of Sciences under number RIN-II-46/98, holding Tax ID [NIP] number: 526-10-39-742, Business ID No. [REGON] number: 000325819, (hereinafter: **"the Institute"**), represented by:

– Agnieszka Kruszewska – Deputy Administrative Director

and

_____, (hereinafter **"the Receiving Party"**),
represented by:

– _____

– _____

hereinafter referred to collectively as **"the Parties"**.

§ 1

SUBJECT MATTER OF THE AGREEMENT

1. The Institute hands over to the Receiving Party biological material named

(hereinafter: **"the Material"**), which was discovered (engineered) by

2. The Material shall be dispatched to the Receiving Party after the conclusion of this Agreement, subject to §2 sec. 1.

§ 2

TRANSPORT COSTS

1. The Receiving Party shall cover the costs of transporting the Material to the registered office of the Receiving Party.

2. The cost of transporting the Material on the territory of the Republic of Poland is PLN 75 gross (say: seventy five zloty 00/100) and abroad EUR 75 gross (say: seventy five Euro 00/100).

3. The transport cost, referred to in sec. 2, shall be paid by transfer to the Institute's bank account number: PL 95 1130 1017 0020 1464 2520 0002, SWIFT: GOSKPLPW, within 30 days of the day of submission of an appropriate and correctly issued VAT invoice to the Receiving Party.



§ 3
OTHER PROVISIONS

1. The Institute declares that according to its current knowledge, the Institute is the owner and sole holder of the Material.
2. The Institute reserves the right to freely dispose of the Material, in particular to hand it over to other entities for use for their own purposes.
3. Any products obtained by the Receiving Party from the Material handed over, in particular through isolation, cloning, expression, use of molecular recombination technology or other technologies, are not covered by the definition of "the Material" and are regulated in sec. 8 below.
4. The Receiving Party declares that the Material will be used only in research of scientific nature concerning _____

(hereinafter: "**the Research**"), carried out in the laboratory located in _____ and managed by _____.
5. The Receiving Party undertakes not to use the Material for any other purpose except for that specified in sec. 4 above, in particular in any research carried out on human organisms.
6. The Material can be handed over to third parties only after obtaining the Institute's prior written consent.
7. The Receiving Party is authorised to use the Material only in basic research, subject to sec. 8 below.
8. The Material can be used in applied research only after obtaining the Institute's prior written consent and after a separate Agreement has been concluded in this regard by the Parties.
9. If the Research leads to the development of a new technology, invention or product, which could be used for commercial purposes or which will be patented, the Receiving Party shall notify the Institute forthwith of this fact, as specified in § 4 sec. 2 of this Agreement.
10. The Receiving Party undertakes not to exercise any rights to obtain financial gain resulting from the use of the Material, technology, inventions, new products and materials, regardless if they are patentable or not.
11. The Receiving Party may use the Material or research findings with the use of the Material for financial gain only under a separate agreement between the Parties to this Agreement.
12. Should the Receiving Party intend to publish the research findings obtained with the use of the Material, it shall submit to the Institute the publication text before sending it to the publisher, for the purpose of determining whether the publication does not infringe intellectual property rights of the Institute personnel.
13. The Institute undertakes to acknowledge the publication, referred to in sec. 12 above, in accordance with the custom generally accepted in science.
14. If the Receiving Party discontinues the Research with no intention to resume, it shall notify the Institute forthwith of this fact in order to agree whether the unused Material should be destroyed or returned to the Institute.
15. The Institute shall not be liable for any losses caused by the use of the Material by the Receiving Party in connection with the application, dispatch, storage or disposal of the Material or products created in the course of the Research.



16. The Receiving Party states that it is aware that the Material is experimental, has no commercial value, is not intended for any specific purpose and is not covered by any guarantee.
17. The Institute shall not be liable for any infringement of property rights or intellectual property rights of any third party due to the use of the Material.
18. The Receiving Party states that the Material shall be used in compliance with the applicable provisions of law, in particular the provisions on research with the use of DNA recombination.

§ 4
FINAL PROVISIONS

1. The authorised contact person for matters related to the implementation of this Agreement on behalf of the Receiving Party is: _____, e-mail: _____.
2. The authorised contact person for matters related to the implementation of this Agreement on behalf of the Institute is: _____, e-mail: _____.
3. This Agreement is concluded for an indefinite period of time.
4. The agreement was concluded in documentary form. Any amendments and additions to this Agreement shall be concluded in documentary form.
5. Any disputes which might arise from the implementation of this Agreement shall be resolved by way of negotiation.
6. The Parties agree that Polish law shall be the governing law.
7. Unless the Parties reach an agreement within 14 days of the day on which the dispute arose, the court competent to resolve the dispute shall be the competent court having jurisdiction over the registered office of the Institute.
8. Any matters not regulated by this Agreement shall be governed by the relevant provisions of the Act of 23 April 1964 – the Civil Code.
9. The Agreement is drawn up in two counterparts, one for each Party.

THE INSTITUTE

THE RECEIVING PARTY