**Research Contract**

**I. The Parties**

hereinafter referred to as the „Party” or jointly as the „Parties”

**Eötvös Loránd** **University** − hereinafter referred to as ELTE

Seat: 1053 Budapest, Egyetem tér 1-3., Hungary

Represented by: Prof. Dr. Barna Mezey, the President of ELTE

Responsible department for exercising the rights and fulfilling the obligations of ELTE: ELTE Faculty of Science Research and Instrument Core Facility (ELTE FS-RICF), represented by Dr. Csaba Szabó, the director of FS-RICF, with its offices at 1117 Budapest, Pázmány Péter sétány 1/A.

Contact person:

Name: Dr. Havancsák, Károly

Address: 1117 Budapest, Pázmány Péter sétány 1/A

Telephone: +36-70-3989468

Fax: +36-1-3722811

E-mail: hkaroly@caesar.elte.hu

**……………………………………………………** − hereinafter referred to as the Customer

Seat: …………………

Represented by: ……………………

Contact person:

Name: ……………………….

Address: ……………………..

Telephone: …………………..

Fax: ………………………….

E-mail: jdusza@imr.saske.sk

**II. Subject of the Contract**

II.1. The Customer orders the followings research services from ELTE: ……………………………………………………………………………………………………………………………………………………………………………………

 II.2. ELTE undertakes to provide the Customer with the research services and the related activities and to perform and send the reports (hereinafter referred to as the Reports) on its activities under the present Contract to the Customer until ……… 2014, in the frames of its free capacity. The present Contract defines the terms and conditions under which the services shall be performed.

**III. The Contract’s entering into force**

 The present Contract shall enter into force on the date when the authorized representatives of both Parties have signed it.

**IV. The Obligations of the Parties**

IV.1. The Parties hereto are obliged to cooperate and keep contact with each other and to proceed in all good faith and honesty during exercising their rights and fulfilling their obligations, in order to duly fulfil the services defined in the present Contract.

IV.2. ELTE shall fulfil the research activities defined in Section II.1. and Annex I. The Customer shall pay the fee defined in Section VIII.1. to ELTE for the research activity.

IV.3. ELTE shall not use persons other than its own employees during the performance of the services hereunder. ELTE designates Dr. Havancsák, Károly to perform the research activities written in Section II.1. and Annex I. on behalf of ELTE. By signing the present Contract the Customer accepts the above designation and the person designated.

IV.4. The methods and details of the performance of the services shall stay under ELTE’s control. ELTE shall keep the Customer informed on the status of all the major elements of the work conducted in the frames of the performance of the services.

**V. Confirmation of the performance**

V.1. ELTE shall send Reports to the Customer on the results of the research activities. The Customer shall confirm the performance or partial performance by ELTE within 20 (twenty) days from the receipt of the Reports in a written form in condition that the performance or partial performance meets the requirements as stipulated in the present Contract.

V.2. ELTE is entitled to issue an invoice (or partial invoice) upon the above confirmation by the Customer. Should the Customer fail to confirm the performance or partial performance by ELTE within the 20 (twenty) days’ deadline or to object the research and development activities or the Results thereof to ELTE, the performance or partial performance shall be deemed as accepted.

## VI. Research Results, Intellectual Property Rights

VI.1. The Results obtained or generated as a consequence of the research activities of ELTE shall become the property of the Customer. ELTE warrants that no third person has any right which prevents or restricts the free utilisation of the Results by the Customer.

VI.2. ELTE is allowed to use the Results in its field of activity for internal use (purposes) withoutthe prior written consent of the Customer.

VI.3. ELTE shall not disclose the Results to any third party, shall not publish the Results without the prior written consent of the Customer. ELTE shall keep the Results confidential for 5 (five) years after the expiry of the present Contract.

**VII. Subcontractors and Assignment of Rights and Obligations**

VII.1. ELTE shall not be entitled to subcontract any part of its services.

VII.2. The Parties shall not assign any rights or obligations under the present Contract without the prior written consent of the other Party.

**VIII. Fees**

VIII.1. The Customer shall transfer net € …… + VAT € …., that is gross € ……. (…………………………… Euros) as the fee of the research activities within 30 (thirty) days from the receipt of the invoice (partial invoice) issued by ELTE. This fee includes the full and complete compensation for all rights transferred and all the activities provided by ELTE in the frames of the performance of the present Contract.

VIII.2. ELTE shall be entitled to issue an invoice (or partial invoice) upon receipt of the certification sent by the Customer on the performance or partial performance by ELTE as referred in Section V.

VIII.3. In case of late payment the Customer shall pay late payment interest to ELTE as actually defined in the Act IV of 1959 on the Civil Code of Hungary.

**IX. Breach of the Contract, Liability**

IX.1. In the event of defective performance the Parties shall be responsible according to the general rules of the breach of contracts, but maximum to the extent of the research fee.

IX.2. ELTE shall be liable for the damages caused to the Customer in connection with the performance of the present Contract on the basis of the general rules of breach of contracts, but maximum to the extent of the research fee.

IX.3. ELTE shall not be liable for the damage if the delay or the defective performance is directly caused by vis maior (acts of god).

**X. Amendment, Modification**

 Any amendment or modification to the present Contract shall be valid if executed in writing and signed by the authorized representatives of each Party.

**XI. Termination of the Contract**

XI.1. The present Contract shall be deemed as terminated

1. by its performance by ELTE,
2. by mutual consent (Section XI.2.1),
3. by ordinary termination (Section XI.2.2.),
4. by extraordinary termination (Section XI.2.3.),
5. if bankruptcy or liquidation proceeding is initiated against the Customer and the decision thereon becomes legally binding,
6. by the termination of the Customer without legal successor.

XI.2.1. The Parties have the right to terminate the Contract for the future with mutual consent in writing.

XI.2.2. A Party may terminate the present Contract at any time without reasoning (ordinary termination) in writing with a 15 (fifteen) days’ notice calculated from receipt of the termination by the other Party.

XI.2.3. A Party may terminate the present Contract with immediate effect (extraordinary termination) if the other Party is in material breach of the present Contract and has not cured the breach within 30 (thirty) days of the written notice specifying the breach.

**XII. Confidentiality**

XII.1. The Parties shall keep confidential the data and information received during the conclusion and performance of the present Contract as trade secret. The Parties are obliged to treat the trade secret confidential after the termination or expiry of the present Contract for an indefinite period and shall not disclose it to third party without the prior consent of the obligee.

XII.2. Data regarding the utilization of the state budget and data the disclosure and publication of which is ordered by act because of public interest shall not be deemed as trade secret.

XII.3. The Customer acknowledges that the State Audit Office has the right to examine the procurements financed from the parts of the state budget and the contracts concerning the parts of the state budget at ELTE, at the contracting parties responsible for the performance of the contracts and at the business entities involved in the performance of such contracts.

XII.4. The Customer acknowledges that disclosing information on the essential part of the Agreement and the publication of it can not be withheld referring to business secret according to Subsection (1) of Section 26, Section 32, Subsection (1) of Section 33 and to its point III.4. of annex 1 of Act CXII of 2011 on Informational Self-Determination and Freedom of Information.

**XIII. Settlement of disputes, Jurisdiction Clause**

XIII.1. The present Contract shall be governed by and interpreted according to the laws of Hungary.

XIII.2. The Parties are obliged to settle the disputes arising between them in all good faith and by cooperating with each other. In the case it does not lead to a solution the Parties stipulate the exclusive jurisdiction of the courts of Hungary.

**XIV. Final Provisions**

XIV.1. All declarations and statements given under the present Contract shall be given in writing via certified and registered mail with return receipt or e-mail or facsimile transmission. Declarations and statements in connection with the breach or the termination of the Contract shall be sent exclusively via post. The declarations and statements as defined above shall be deemed as promptly delivered as well if the addressee refuses the receipt or does not seek the letter at the post within the given term. In such case the date of the delivery shall be the day when the addressee refuses the receipt of the letter or the day of the post certificate on the unsuccessful attempt of the delivery.

XIV.2. Concerning the questions not settled in the present Contract the provisions of the Act IV of 1959 on the Civil Code of Hungary shall be applied.

XIV.3. The Annexes of the present Contract constitute the inseparable part of the Contract. The present Contract shall only be valid and can be interpreted together with the Annexes thereof.

 Annex I: Research Plan and requirements of the Reports

 Annex II: Certification on the data of the Customer issued by the competent authority not more than 30 days before signing the Contract

The Parties sign the present Contract after reading and understanding it as it fully correspond to their will.

Dated: Dated:

|  |  |  |
| --- | --- | --- |
| ……..…………………… | …………………………… | ………………………………….. |
| *Prof. Dr. Péter Surján Dean of Faculty of Science* |  *Dr. Csaba Szabó director of FS-RICF* |  |
| on behalf of ELTE | on behalf of the Customer |

Financial countersigned by:

………………………………………………….

 Anikó Tamás Királyné

**Annex I**

Dated: Dated:

……………………………………………. ………………………………………………

 Dr Károly Havancsák