



*The **CRE**ation of the Department of Physical Chemistry of Biological Sys**TE**ms [CREATE]*

666295 — CREATE — H2020-WIDESPREAD-2014-2015/H2020-WIDESPREAD-2014-2

Collaboration agreements with research institutions

[Deliverable D.4.5]

Level of dissemination: Public

Warsaw, June 2020



This project has received funding from the *European Union's Horizon 2020 research and innovation programme* under grant agreement No 666295

TABLE OF CONTENTS

Introduction.....	3
ANNEX 1. <i>Agreement between IPC PAS and State Key Laboratory of Medicinal Clinical Biology, Nankai University, China.....</i>	5
ANNEX 2. <i>Agreement between IPC PAS and Department of Pharmacology, Case Western Reserve University School Medicine, Cleveland, USA.....</i>	10
ANNEX 3. <i>Agreement between IPC PAS and University College London, United Kingdom.....</i>	13
ANNEX 4. <i>Agreement between IPC PAS and Oculomedica, Specialized Ophthalmology Center, Bydgoszcz, Poland.....</i>	24

Introduction

One of the tasks of the ERA Chair holder is to support IPC cooperation with reputable research units and establish new or extend current collaboration with institutions carrying out complementary research. To complete this task prof. Maciej Wojtkowski has undertaken a handful of measures that resulted in signing four new cooperation agreements with IPC PAS.

This document includes specification and comprehensive description of the scope of the agreements. IPC PAS has established cooperation with 4 reputable laboratories operating in biology-related industries, such as

1. **State Key Laboratory of Medicinal Clinical Biology, Nankai University, China**

[full text of agreement in the Annex 1.]

Date of signing: 2017

Duration of collaboration: 5 years

Scope of collaboration:

IPC PAS employees (in particular senior, junior researchers, Postdoctoral fellows and PhD students) will collaborate with SKLMCB on the application of physical chemistry to medicinal biology, molecular biology, biochemistry. The Parties declare their interest to cooperate by submitting applications for joint grants; by promoting exchange of academics, researchers (PhD candidates and Postdoctoral fellows), information and by developing scientific collaboration resulting in joint publications.

2. **Department of Pharmacology, Case Western Reserve University School Medicine, Cleveland, USA**

[full text of agreement in the Annex 2.]

Date of signing: 2017

Duration of collaboration: 5 years

Scope of collaboration:

IPC PAS employees (in particular senior, junior researchers, Postdoctoral fellows and PhD students) will collaborate with CASE WESTERN on the application of optics, optical engineering and physical chemistry in medicinal biology, molecular biology and biochemistry especially in projects related to two photon vision and two-photon retinal imaging. The Parties declare their interest to cooperate by applying for joint grants; by promoting exchange of academics, researchers (PhD candidates and Postdoctoral fellows), information and by developing scientific collaboration resulting in joint publications. Employees of each party are entitled to use research facilities of the other party free of charge during their stay on the premises of the second party.

3. **University College London, United Kingdom**

[full text of agreement in the Annex 3.]

Date of signing: 2019

Duration of collaboration: till 31 December 2023

Scope of collaboration:

Implementation of the joint project funded by the Foundation for the Polish Science, i.e. International Center for Translational Eye Research (ICTER, International Research Agendas Programme). UCL participates in the project through the Institute of Ophthalmology (IoO-UCL) acting as the foreign strategic partner. IPC PAS is as an implementing unit of ICTER.

IoO-UCL provides advice, guidance, knowledge and expertise to IPC PAS, including scientific, administrative and management matters. IoO-UCL also supports achieving the objectives of the ICTER project throughout membership of their two representatives in the International Scientific Committee of the ICTER.

4. **Oculomedica, Specualized Ophthalmology Center, Bydgoszcz, Poland**

[full text of agreement in the Annex 4.]

Date of signing: 2019

Duration of collaboration: contract for an indefinite period

Scope of collaboration:

- *Joint research projects (in particular, research and implementation projects focused on search for innovative solutions and products, making prototypes of machines and devices, expertise, analyzes) and joint grant applications.*
- *Specialist courses, trainings, consultations (in particular in a didactic field). Short-term internships or study visits for employees of both parties.*
- *Organization of conferences, seminars or exhibitions, joint participation in conferences and external symposia.*



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666295 — CREATE — H2020-WIDESPREAD-2014-2015/H2020-WIDESPREAD-2014-2

ANNEX 1.

*Agreement between IPC PAS and State Key Laboratory of Medicinal
Clinical Biology, Nankai University, China*



This project has received funding from the *European Union's Horizon 2020 research and innovation programme* under grant agreement No 666295



AGREEMENT ON THE TERMS AND CONDITIONS OF MUTUAL COOPERATION

This agreement on the terms and conditions of mutual cooperation (“**Agreement**”) was executed on the day, month and year stated below by and between:

State Key Laboratory of Medicinal Chemical Biology, Nankai University, 94 Weijin Road, Tianjin, China (“**SKLMCB**”)

and

Institute of Physical Chemistry- Polish Academy of Sciences
with its headquarters in Warsaw Kasprzaka Str. No. 44/52, 01-224 Warsaw, Poland
(“**IChF-PAN**”)

(SKLMCB and IChF-PAN are collectively referred to as “**Parties**” and individually also as “**Party**”.)

Preamble

On 7th March, 2017 SKLMCB concluded with IChF-PAN the agreement on the conditions and terms of cooperation in research and development in areas of common interest as specified in this agreement. The purpose of this agreement is to create an atmosphere of mutual trust and friendship between researchers from Poland and People's Republic Of China and to promote scientific collaboration between the two countries.

1. The scope of cooperation

Under this Agreement the employees (in particular senior, junior researchers, Postdoctor and Ph.D students) of the IChF-PAN will collaborate with SKLMCB on the application of physical chemistry in medicinal biology, molecular biology, biochemistry. The Parties declare their interest to cooperate by applying for joint grants; by promoting exchange of academics, researchers (Ph.D candidates and Postdoctor), information and by developing scientific collaboration resulting in joint publications.

2. Financial terms

Polish Party will provide 60000 PLN and Chinese Party will provide 100000 RMB every year within the duration of the collaboration to cover the cost of joint grant application and mutual visits. The funds provided by each Party should in principle be used within the Party's own country.

3. Use of premises

Employees of each party are entitled to use their premises free of charge during their stay in the second party.

4. Safety

At SKLMCB premises SKLMCB is responsible for providing safety instructions for the IChF-PAN employees and are obliged to follow health and safety instructions given by the SKLMCB. At IChF-PAN premises IChF-PAN is responsible for providing safety instructions for the SKLMCB employees and is obliged to follow health and safety instructions given by the IChF-PAN.

5. Joint grants applications and joint publications

The application for joint grants will be based on voluntary and complementary cooperation between scientific groups from both parties.

- 1.1. Both parties should collaborate in the process of the grant preparations without unnecessary delays.
- 1.2. Both parties should provide their best support in human resources, including organization of scientific groups, students and researchers for joint grant applications.
- 1.3. According to the requirement of grant application, both parties should provide their best support in equipment platform and give the first consideration to purchase common equipment needed for the cooperation.
- 1.4. Both parties should establish information platform for joint grants. The grant information should be broadcast on the websites of both parties in order to promote grant application.
- 1.5. Each joint grant will have its separate confidentiality agreement between the parties.
- 1.6. The parties will promote joint publications resulting from collaboration within joint grants.
- 1.7. In order to promote joint scientific research, visits of group leaders from both parties can be scheduled every year.

6. Intellectual property rights

The Parties suppose that there will be results of joint collaboration conducted under this Agreement that will be able to be subject to protection by intellectual property rights (e.g. as an invention, utility model, industrial design, trademark or copyright). If there will be such results, the Parties will conclude agreement on protection and using of the protected result that will set forth rights and obligations of the Parties.

7. Duration of collaboration

This Agreement covers an initial period of five (5) years and is renewable should it be deemed necessary by both Parties.

The agreement can be terminated by either party within 6 month notice.

8. Persons responsible for collaboration

Professor Luyuan Li from SKLMCB and Professor Robert Holyst from IChF-PAN will coordinate collaboration. Professor Xizeng Feng and Professor Sen Hou will act as contact persons for both parties.

9. Signature


This Agreement shall be valid and effective from the date of the signature of all Parties.

Oh behalf of SKLMCB

Date: 7/03/2017

Name: Prof. Luyuan Li

Position: director


Signature: 

On behalf of IChF-PAN

Date: 7/03/2017

Name: Prof. Marcin Opallo

Position: director

Signature: 



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ANNEX 2.

*Agreement between IPC PAS and Department of Pharmacology,
Case Western Reserve University School Medicine, Cleveland, USA*



This project has received funding from the *European Union's Horizon 2020 research and innovation programme* under grant agreement No 666295

AGREEMENT ON THE TERMS AND CONDITIONS OF MUTUAL COOPERATION

This agreement on the terms and conditions of mutual cooperation ("Agreement") was executed on the day, month and year stated below by and between:

Department of Pharmacology, Case Western Reserve University School of Medicine,
10900 Euclid Avenue, Cleveland, Ohio 44106, USA ("**CASE WESTERN**")

and

Institute of Physical Chemistry - Polish Academy of Sciences
with its headquarters in Warsaw Kasprzaka Str. No. 44/52, 01-224 Warsaw, Poland ("**IChF-PAN**")

(CASE WESTERN and IChF-PAN are collectively referred to as "**Parties**" and individually also as "**Party**".)

Preamble

On May 16, 2017 CASE WESTERN concluded with IChF-PAN the agreement on the conditions and terms of cooperation in research and development in areas of common interest as specified in this agreement. The purpose of this agreement is to initiate formally scientific collaboration between the Parties.

1. The scope of cooperation

Under this Agreement the employees (in particular senior, junior researchers, Postdoctoral fellows and PhD students) of the IChF-PAN will collaborate with CASE WESTERN on the application of optics, optical engineering and physical chemistry in medicinal biology, molecular biology and biochemistry especially in projects related to two photon vision and two-photon retinal imaging. The Parties declare their interest to cooperate by applying for joint grants; by promoting exchange of academics, researchers (PhD candidates and Postdoctoral fellows), information and by developing scientific collaboration resulting in joint publications. Employees of each party are entitled to use research facilities of the other party free of charge during their stay in the second party.

2. Joint grants applications and joint publications

The application for joint grants will be based on voluntary and complementary cooperation between scientific groups from both Parties.

- 1.1. Both Parties should collaborate in the process of the grant preparations without unnecessary delays.
- 1.2. Both Parties should provide their best support in human resources, including organization of scientific groups, students and researchers for joint grant applications.
- 1.3. According to the requirement of grant application, both Parties should provide their best support in equipment and personnel and give the first consideration to purchase common equipment needed for the cooperation.
- 1.4. Each joint project will have its separate confidentiality agreement between the Parties.
- 1.5. The Parties will promote joint publications resulting from collaboration within joint grants.

3. Intellectual property rights

The Parties suppose that there will be results of joint collaboration conducted under this Agreement that will be able to be subject to protection by intellectual property rights (e.g. as an invention, utility model, industrial design, trademark or copyright). If there will be such results, the Parties will conclude agreement on protection and use of the protected result that will set forth rights and obligations of the Parties.

4. Duration of collaboration

This Agreement covers an initial period of five (5) years and is renewable should it be deemed necessary by both Parties. The agreement can be terminated by either party within 6-month notice.


5. Persons responsible for collaboration

Professor Krzysztof Palczewski from CASE WESTERN and Professor Maciej Wojtkowski from IChF-PAN will coordinate collaboration and will act as contact persons for both Parties.


6. Signature

This Agreement shall be valid and effective from the date of the signature of all Parties.

On behalf of CASE WESTERN

Date: 5/15/17
Name: Prof. Krzysztof Palczewski
Position: Distinguished University
Professor & Chair,
Pharmacology
Signature: 

On behalf of IChF-PAN

Date: 5/19/17
Name: Prof. Marcin Opallo
Position: director
Signature: 



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ANNEX 3.

Agreement between IPC PAS and University College London, United Kingdom



This project has received funding from the *European Union's Horizon 2020 research and innovation programme* under grant agreement No 666295

International agreement between
*the Institute of Physical Chemistry
of the
Polish Academy of Sciences
And
University College London*

This agreement is by and between

the Institute of Physical Chemistry of the Polish Academy of Sciences (hereinafter referred to as "IPC PAS") with its registered office at Warsaw, Kasprzaka St. no. 44/52, 01-224 Warsaw, Poland, Tax Identification No. 525-000-87-55, represented by prof. dr hab. Marcin Opatto – Director of IPC PAS

and

University College London (hereinafter referred to as "UCL"), with its registered office at Gower Street - London - WC1E 6BT, United Kingdom, represented by: Dame Nicole Brewer, Vice-Provost (International)

jointly hereinafter referred to as "**Parties**" and each of them individually also as a "**Party**".

Article 1 - Purpose of this Agreement

1.1. The purpose of this agreement (hereinafter referred to as "**International Agreement**") is to set out the terms and conditions of the mutual collaboration between the *IPC PAS* and *UCL* under which *UCL* through the Institute of Ophthalmology (Institute of UCL, hereinafter referred to as "**IoO-UCL**"), shall act as the foreign strategic partner and the *IPC PAS* shall act as an implementing unit of International Center for Translational Eye Research (hereinafter referred to as "**ICTER**") in the International Research Agendas Programme (hereinafter referred to as "**IRA**") coordinated by the Foundation for Polish Science based on the Grant Proposal submitted to Competition No. 10/2018 of the IRA in accordance with the "International Research Agendas Programme. Competition Documentation. Competition No. 10/2018" (hereinafter respectively referred to as "**Grant Proposal**" and "**Competition Documentation No. 10/2018**"). The *Grant Proposal* constitutes Annex A hereto and *Competition Documentation No. 10/2018* constitutes Annex B hereto.

1.2. The *IPC PAS* hereby confirms and warrants that no provision of this *International Agreement* is contrary to *Competition Documentation No. 10/2018* and the *Grant Proposal*, in particular the requirements set for the implementing unit and for the strategic foreign partner, and that there are no other requirements or obligations of the strategic foreign partner than set forth in this *International Agreement*.

Article 2 - Background — the IPC PAS

2.1. the *IPC PAS* was established in 1955 as one of the first chemical institutes of the Polish Academy of Sciences. Its primary aim is to carry out interdisciplinary research in the field of chemistry inspired by biology, nanotechnology, medicine, pharmacy and environmental protection. Currently, there are twenty-seven teams running c.a. 100 professional research projects, incl. joint projects with companies. The *IPC PAS* has modern equipment and extensive experimental & implementation experience.

Article 3 - Background — *IoO-UCL*

3.1. The *IoO-UCL* is an institute within the Faculty of Brain Sciences of UCL. The *IoO-UCL* conducts research and post-graduate teaching in the area of ophthalmology (the anatomy, physiology and diseases of the eye). The *IoO-UCL* has a staff of around 200, including around 45 principal investigators, and cooperates closely with Moorfields Eye Hospital, which it is located adjacent to and with which it is a partner in the NIHR Biomedical Research Centre for Ophthalmology. Together with Moorfields Eye Hospital, the *IoO-UCL* is the oldest and largest centre for ophthalmic treatment, teaching and research in Europe. The *IoO-UCL* is also a world leading university with a track record of successfully conducting top level research and transferring the results to the economy.

Article 4 - Background — Foundation for Polish Science

4.1. The Foundation for Polish Science has been in operation since 1991. It is a non-governmental, non-political, non-profit institution, which pursues the mission of supporting science. It is the largest source of science funding in Poland outside of the state budget. The Foundation is the managing institution of the International Research Agendas program realized from the funds of the European Regional Development Fund under the Smart Growth Operational Program (SG OP), Priority Axis 4: Increasing the research potential.

Article 5 - Background - *ICTER*

5.1. The *IPC PAS* will become an implementing unit in the *IRA* by initiating an activity of *ICTER*. The purpose of the *ICTER* is to conduct high-quality research and development work in a continuous manner. *ICTER* will be formed as a separate division of the *IPC PAS* with all freedom necessary to implement the *IRA*.

Article 6 - Background – International Scientific Committee

6.1. The International Scientific Committee of the *ICTER* shall be established by the *IPC PAS* by inviting top 9 scientists indicated in the *Grant Proposal*. Members of the International Scientific Committee may be researchers with globally recognized achievements, working in the research field to be developed by the *IRA* implementing unit.

6.2. The director of the *IoO-UCL* will become the first chair of the International Scientific Committee of the *ICTER* for the term of office of one (1) year from the date of appointment, unless dismissed earlier in accordance with the internal rules of the *ICTER*.

6.3. The International Scientific Committee of the *ICTER* will select and assess research group leaders and assess their teams operating within the *ICTER*, at least every three (3) years. The International Scientific Committee of the *ICTER* will also: supervise and evaluate the *ICTER*'s scientific results, evaluate research projects submitted in an open competition and give opinions on the employment of an individual researcher or laureate of the European Research Council competition, in accordance with

points 5.4 and 5.7 of the *Competition Documentation No. 10/2018*, regularly verify the Agenda and introduce changes resulting from developments in global scientific research in a given domain (at least every two (2) years), conduct competitions for research group leaders, including the manager of the *IRA* implementing unit (through a) approval of the competition regulations and criteria prepared by the unit, b) approval of the scope of criteria for the manager or leader, c) evaluation of submissions and issuing recommendations for hiring the best candidate(s).

6.4. Each member of the International Scientific Committee of the *ICTER* may perform a function for a maximum of two terms, lasting no more than five years each.

6.5. During the project implementation period, the *IPC PAS* will enable the Foundation for Polish Science and the Intermediate Body representatives to participate in the International Scientific Committee of the *ICTER* meetings.

6.6. International Scientific Committee of the *ICTER* meetings will be held no more than twice a calendar year unless otherwise agreed by both *Parties* in writing.

Article 7 - Responsibilities of the *IPC PAS*

7.1. The *IPC PAS* will establish a productive and transparent working relation with the *IoO-UCL* as the foreign strategic partner in the *IRA*.

7.2. To the extent permitted by law, the *IPC PAS* will respect and follow the decisions made by the International Scientific Committee of the *ICTER* related to the *ICTER*.

7.3. The *IPC PAS* will follow the recommendations of the International Scientific Committee of the *ICTER* concerning entry into and termination of employment relationship with the *ICTER* Group Leaders.

7.4. To the extent permitted by law, the *IPC PAS* shall not refuse, save for valid reason, to enter into or to terminate employment relationship with a member of the *ICTER* personnel recruited by the *ICTER* Group Leaders and financed from their research projects.

7.5. The *IPC PAS* will be open to accept and try the best to implement recommendations of the *IoO-UCL* concerning the improvements of general management of the *ICTER* to ensure the high quality and standards of its scientific work under the guidance of the *IoO-UCL*.

7.6. The *IPC PAS* will notify the Foundation for Polish Science of any changes of the International Scientific Committee of the *ICTER* members.

7.7. The *IPC PAS* shall reimburse *UCL* for all costs incurred in connection with the performance of the *UCL*'s tasks indicated in Article 8 hereof, in particular travel and accommodation costs.

Article 8 - Responsibilities of *IoO-UCL*

8.1. *UCL* through the *IoO-UCL* will act as the strategic foreign partner for the *ICTER* during the term of this *International Agreement*.

8.2. Without prejudice to section 1.2 hereof, *UCL* understands and accepts the terms and conditions of the competition included in *Competition Documentation No. 10/2018*, in particular the requirements set for the implementing unit and for the strategic foreign partner.

8.3. *UCL* through the *IoO-UCL*, as a strategic foreign partner for the *ICTER* shall provide advice, guidance, knowledge and expertise to the *IPC PAS*, including not only scientific but also administrative and management matters, for the purposes of:

- (a) the establishment and operation of the *ICTER*;
- (b) trainings dedicated to the *ICTER* administration and group coordinators;
- (c) introducing and implementing procedures and best practices in acquiring the most appropriate and experienced candidates to be employed at the *ICTER*;
- (d) developing the scientific strategy of the *ICTER* and the evaluation of the conducted research;
- (e) organizing phase I and II clinical studies in the *ICTER*;
- (f) organizing joint biannual symposia between the *ICTER* and the *IoO-UCL* research groups;
- (g) supporting the creation of an internet platform for sharing recent research outcomes between the *IoO-UCL* and the *ICTER*;

to a reasonable extent, however, that does not affect the current operations of the *IoO-UCL*.

8.4. *UCL* through the *IoO-UCL* shall also support achieving the objectives of the *IRA* project throughout membership in the International Scientific Committee of the *ICTER* of two representatives assigned by the *IoO-UCL*.

8.5. *UCL* will actively consider appropriate opportunities for research internships for *ICTER* staff and PhD students at the *IoO-UCL*. For the avoidance of doubt, *UCL* is not obliged to organise or to make available in any other way any research internships for *ICTER* staff and PhD students at the *IoO-UCL*.

8.6. For the avoidance of any doubt, the *Parties* hereby confirm that *UCL* shall not be obliged to perform any duties that would require the involvement of other resources than the resources of the *IoO-UCL*.

8.7. *IPC PAS* acknowledges that *UCL* makes no representation or warranty as to the accuracy or completeness of the advice, guidance, knowledge and expertise provided by *UCL* through the *IoO-UCL* hereunder.

Article 9 – Confidentiality

9.1. During the term of this *International Agreement* and an additional period of five (5) years after its termination or expiry, each *Party* shall keep in strict confidence, not disclose to any third party and not use for any other purpose than stipulated in the *International Agreement* or set forth by the other *Party* any information, document, or other material which is communicated to it as confidential by the other *Party*, or the disclosure of which may be clearly prejudicial to the other *Party*, or is otherwise reasonably readily apparent as being non-public, confidential, personal or proprietary in nature, including but not limited to all know-how and all other technical, scientific, or commercial information that in each case:

- (a) in respect of information provided in document or by way of a model or another tangible form, at the time of provision is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence; and
- (b) in respect of information that is imparted orally, is information that the disclosing party or its representatives informed the receiving party at the time of disclosure was imparted in confidence; and
- (c) any copy of any of the foregoing

(hereinafter collectively: "**Confidential Information**").

9.2. Either *Party* shall limit the circle of recipients of *Confidential Information* to directors, employees, representatives and advisors (hereinafter collectively: "**Representatives**"), who have a need to know such *Confidential Information* and are bound by obligations of confidentiality and non-use at least as stringent as those herein, and provided that it shall remain liable to the other *Party* for any breach of the confidentiality and non-use obligations by any such *Representative*. Without limitation, either *Party* agrees to take all reasonable precautions to prevent the unauthorized disclosure to any third party of the *Confidential Information* that it receives hereunder. Neither *Party* will use the other *Party's Confidential Information* so as to obtain any commercial, scientific or other advantage over the other *Party* or in any way which is, directly or indirectly, detrimental to the other *Party*.

9.3. Each *Party* shall, at the request of the other *Party*, return or destroy all of the other *Party's Confidential Information* disclosed to it hereunder, in whatever form, including any and all copies thereof.

9.4. Each *Party* agrees to keep in strict confidence and not to disclose the identity, interest and participation of the other *Party* in connection with the subject matter of this *International Agreement* or the relationship of the *Parties* hereunder, unless such disclosure is agreed upon in writing by both *Parties*.

9.5. Points 9.1, 9.2 and 9.3 above will not apply to *Confidential Information*:

- (a) which is publicly known or available on the date of this *International Agreement* or at any time after its execution, unless it was made publicly known or available as a result of the infringement of this *International Agreement* by the receiving *Party* (or persons to whom such information was disclosed by the receiving *Party*);

- (b) if such information was known to the receiving *Party* prior to its disclosure by the disclosing *Party*;
- (c) which is obtained by the receiving *Party* from any third party, unless the receiving *Party* is aware that such third party was violating obligations to keep it confidential;
- (d) which has to be disclosed under mandatory provisions of law including to courts, governmental or administrative authorities.

Article 10 – Publicity

10.1. All know-how, information and documentation disclosed to the other *Party* as a result of or in connection with the performance of *Parties'* responsibilities set out in Articles 7 and 8 hereof will remain the exclusive property of each of the *Parties*. Neither *Party* shall use and disclose the other *Party's* know-how, information and/or documentation unless the prior, express, written permission has been granted by the other *Party*. The *IPC PAS* and *UCL* shall not use the name, trademark or other designation of each *Party* in advertising, publicity or other promotional activity unless the prior, express, written permission has been granted by each *Party* and provided that each *Party* complies with the guidelines as provided by *UCL* in writing.

10.2. Upon written consent referred to in section 10.1 above *IPC PAS* hereby grants to *UCL* a non-exclusive, non-transferable, royalty free licence, without the right to grant sublicenses to use, for the purpose of making public by *UCL* or its institutes information about the partnership and collaboration between *UCL* and *IPC PAS*.

10.3. Upon written consent referred to in section 10.1 above, *UCL* hereby grants to *IPC PAS* a non-exclusive, non-transferable, royalty free licence, without the right to grant sublicenses to use *UCL's* trademarks and *UCL's* know how solely for the purpose of informing of *IPC's PAS* establishment of the *ICTER*.

10.4. The licences set out in sections 10.2 and 10.3. above are granted for the duration of this *International Agreement*.

Article 11 - Liability

11.1. *UCL* will not be liable towards the *IPC PAS* for any damage caused by *UCL*, its employees, helpers, representatives or contractors and other persons engaged by *UCL* in connection with this *International Agreement* - on a contractual basis or in tort - with the exception of damage caused intentionally.

11.2. *IPC PAS* will not be liable towards the *UCL* for any damage caused by *IPC PAS*, its employees, helpers, representatives or contractors and other persons engaged by *IPC PAS* in connection with this *International Agreement* - on a contractual basis or in tort - with the exception of damage caused intentionally.

11.3. Neither *Party* shall be liable for any failure, delay or interruption in performance due to strikes, lockouts, labour disturbances, acts of God, explosions, fires and other accidents (hereinafter referred to as "**Force Majeure**"). The *Party* claiming that *Force Majeure* has affected its performance shall provide written notice to the other *Party* as soon as possible (and in all cases, within seven (7) days) of becoming aware of the occurrence of such *Force Majeure* and shall use its best efforts to eliminate or prevent the cause so as to continue performing its obligations under this *International Agreement*.

Article 12 - Termination of the *International Agreement*

12.1. This *International Agreement* may be terminated upon mutual written agreement of both *Parties*.

12.2. UCL may terminate this *International Agreement* for important reason upon giving the *IPC PAS* written notice of termination, such termination to become effective twelve (12) months after the date of such notice.

Article 13 - Entry into Force and Duration

13.1. This *International Agreement* shall enter into force on the date of the last signature by the *Parties*.

13.2. Without prejudice to Article 12 hereof, this *International Agreement* shall remain effective throughout the duration of the *IRA* funding period, but in any event no longer than until 31 December 2023.

Article 14 - Amendments/Annexes

14.1. This *International Agreement* may be modified or amended as deemed necessary by written agreement of both *Parties*, otherwise being null and void.

14.2. All Annexes and amendments to this *International Agreement* form an integral part of it.

Article 14 - Settlement of disputes

15.1. In the event of any dispute or difference arising out of the interpretation or implementation or application of the provisions of this *International Agreement*, the *Parties* shall settle it amicably through consultation or negotiation that may result in appropriate amendments to this *International Agreement*.

15.2. If no amicable agreement is reached within a period of thirty (30) days, any of the interested *Parties* may appeal the disagreement to the Foundation for Polish Science which will provide its (not binding for the *Parties*) assessment of the dispute. The assessment of disputes by the Foundation for Polish Science shall be based on the present *International Agreement* and on equity.

15.3. In case of failure to settle the dispute in accordance with the Foundation for Polish Science's assessment, either *Party* may refer the case to a state court proper for the Śródmieście District of the capital city of Warsaw.

Article 16 – Data Protection

16.1. Notwithstanding any other provision of this *International Agreement*, in performing its rights and obligations under this *International Agreement*, *UCL* shall at all times comply with the UK Data Protection Act 1998 (DPA) (as may be amended from time to time) and all applicable local laws and/or regulations. Notwithstanding any other provision of this *International Agreement*, *IPC PAS* shall comply with all applicable local laws and/or regulations.

16.2. The *Parties* hereby confirm that in connection with the performance of this *International Agreement*, none of the *Parties* shall process personal data on behalf of the other *Party* within the meaning of the General Regulation on the Protection of Personal Data (hereinafter: "**GDPR**"). The *Parties* undertake that if during the performance of the *International Agreement*, the necessity of processing of personal data by one *Party* on behalf of the other *Party* arises, the *Parties* will pre-contract the entrustment of personal data processing in accordance with applicable provisions on the protection of personal data, in particular pursuant to Article 28 of the *GDPR*.

Article 17 – Proper law

17.1. The *International Agreement* is subject to Polish law.

Article 18 – Language of this *International Agreement*

18.1. English is the language of this *International Agreement* and all notices and correspondence between the *Parties* under or regarding this *International Agreement* should be provided in English or together with a translation into English.

18.2. All notices hereunder should be in writing and delivered:

- (a) If to the *IPC PAS*: Institute Director, Institute of Physical Chemistry of the Polish Academy of Sciences, 01-224 Warsaw, Poland
- (b) If to *UCL*: Institute Director, UCL Institute of Ophthalmology, 11-43 Bath Street London, EC1V 9EL

18.3. Notices sent pursuant to this *International Agreement* will be deemed given on the date they are received.

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This *International Agreement* is provided in two (2) original copies, one for each *Party*.

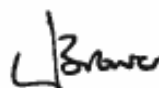
IN WITNESS WHEREOF, the *IPC PAS* and *UCL* have executed this *International Agreement* this day
25th of June 2019.

The Institute of Physical Chemistry
of the
Polish Academy of Sciences

DYREKTOR INSTYTUTU


Prof. dr hab. Marcin Opallo

University College London



Dame Nicola Brewer
Vice-Provost (International)

University College London



Professor Alan Thompson
Dean, Faculty of Brain Sciences

REVIEWED AND APPROVED BY:

FOUNDATION FOR POLISH SCIENCE



Prof. Maciej Żylicz
Foundation for Polish Science, President



*The **CRE**Ation of the Department of Physical Chemistry of Biological Sys**TE**ms [CREATE]*
666295 — CREATE — H2020-WIDESPREAD-2014-2015/H2020-WIDESPREAD-2014-2

ANNEX 4.

*Agreement between IPC PAS and Oculomedica, Specialized
Ophthalmology Center, Bydgoszcz, Poland*



This project has received funding from the *European Union's Horizon 2020 research and innovation programme* under grant agreement No 666295

UMOWA O DŁUGOFALOWEJ WSPÓŁPRACY

zawarta dnia 24.04.2019r. (dwudziestego czwartego kwietnia dwa tysiące dziewiętnastego roku) pomiędzy:

Oculomedica Sp. z o.o. z siedzibą w Bydgoszczy (kod pocztowy 85-027), przy ulicy Jagiellońskiej 81, wpisanej pod numerem 0000362145 do Rejestru Przedsiębiorców Krajowego Rejestru Sądowego prowadzonego przez Sąd Rejonowy w Bydgoszczy, NIP 5542880448, REGON 340788163 reprezentowaną przez dr n. med. Zofię Sikorską - Prezes Zarządu Oculomedica Sp. z o.o.

a

Instytutem Chemii Fizycznej Polskiej Akademii Nauk, w Warszawie (kod pocztowy 01-224), przy ulicy Kasprzaka 44, NIP 5250008755, REGON 000326049, reprezentowanym przez: prof. dr hab. Marcina Opała - Dyrektora Instytutu Chemii Fizycznej PAN.

PREAMBUŁA

1. Oculomedica Sp. z o.o. jest specjalistycznym Ośrodkiem Okulistycznym zajmującym się diagnostyką i leczeniem chorób oczu.
2. Instytut Chemii Fizycznej PAN posiada w swojej strukturze organizacyjnej Zakład Chemii Fizycznej Układów Biologicznych, a tematyką badań naukowych Zakładu jest między innymi rozwój optycznych metod obrazowania.
3. Instytut Chemii Fizycznej PAN a w szczególności Zakład Chemii Fizycznej Układów Biologicznych oraz Oculomedica Sp. z o.o. dążą do nawiązania współpracy w zakresie prac badawczych, projektowo-konstrukcyjnych, analitycznych, proinnowacyjnych i wdrożeniowych dotyczących wspólnych zainteresowań.

§ 1. PRZEDMIOT UMOWY

1. Strony postanawiają podjąć współpracę w zakresie:
 - a) Prac badawczych, analitycznych, proinnowacyjnych i wdrożeniowych, w szczególności w zakresie doradztwa, prac badawczo-naukowych, projektowo-konstrukcyjnych, poszukiwania rozwiązań i produktów innowacyjnych, wykonywania prototypów maszyn i urządzeń, ekspertyz, analiz, testów itp.
 - b) kursów i szkoleń specjalistycznych oraz konsultacji szczególnie w zakresie dydaktycznym.
 - c) organizacji konferencji, seminariów lub wystaw, wspólnego uczestnictwa w konferencjach i sympozjach zewnętrznych.
 - d) projektowania, koordynacji i realizacji wspólnych badań i przedsięwzięć.

§ 2. REALIZACJA UMOWY

Strony realizować będą cele określone w niniejszej Umowie poprzez wspólne podejmowanie następujących działań:

1. Podejmowanie wspólnych przedsięwzięć badawczych i przygotowanie wniosków wspólnych projektów.
2. Szkolenie pracowników i współpracowników jednej ze stron umowy w zakresie kompetencji drugiej strony.
3. Szkolenie i odbywanie praktyk lub staży krótkoterminowych dla pracowników Instytutu Chemii Fizycznej PAN oraz pracowników i współpracowników Oculomedica Sp. z o.o.
4. Wspólne organizowanie spotkań naukowych, seminariów, sympozjów i konferencji.




§ 3. INNE POSTANOWIENIA

1. Strony postanawiają, że w toku realizacji niniejszej umowy każda ze Stron ponosić będzie we własnym zakresie koszty z tym związane, o ile takowe wystąpią. Umowa niniejsza nie powoduje powstania zobowiązań oraz nie stanowi podstawy do dochodzenia w przyszłości od drugiej strony jakichkolwiek roszczeń finansowych wynikających z działań podejmowanych przez strony w ramach niniejszej Umowy.
2. W razie podjęcia przez Strony wspólnego przedsięwzięcia, w tym takiego które skutkować będzie koniecznością poniesienia wspólnych nakładów finansowych, strony zobowiązują się do zawarcia odrębnej umowy obejmującej realizację takiego przedsięwzięcia, w której ustalone zostaną zasady współpracy, w tym zasady wzajemnych rozliczeń finansowych. W przypadku, gdyby w ramach współpracy nastąpiło powierzenie przetwarzania danych osobowych, Strony zawrą odpowiednią umowę w tym zakresie.
3. Strony wdrażają zgodę na umieszczenie informacji o podjętej współpracy we własnych materiałach informacyjnych i reklamowych oraz na swoich stronach internetowych. Informacje objęte klauzulą poufności nie będą publikowane bez zgody obu stron.
4. W toku realizacji Umowy firma Oculomedica Sp. z o.o reprezentowana przez:
dr n. med. Zofię Sikorską
Prezes Zarządu Oculomedica Sp. z o.o.
5. W toku realizacji Umowy za kontakty ze strony Instytutu Chemii Fizycznej PAN odpowiadać będzie:

Prof. dr hab. Maciej Wojtkowski
Kierownik Zakładu Chemii Fizycznej Układów Biologicznych

§ 4. POSTANOWIENIA KOŃCOWE

1. Umowa została zawarta na czas nieokreślony.
2. Każda ze Stron może umowę rozwiązać z zachowaniem dwutygodniowego terminu wypowiedzenia.
3. Umowa może również zostać rozwiązana w każdym czasie za porozumieniem Stron.
4. Zmiany Umowy dla swej ważności wymagają zachowania formy pisemnej.
6. Umowa została sporządzona w 2 (dwóch) jednobrzmiących egzemplarzach, po 1 (jednym) egzemplarzu dla każdej ze Stron.

PREZES ZARZĄDU
OCULOMEDICA

Dr. n. med. Zofia Sikorska
Oculomedica

DYREKTOR INSTYTUTU

Prof. dr hab. Marcin Opała
Instytut Chemii Fizycznej PAN