



CATAPULT
UNIVERSITY OF DEBRECEN
Technology | Innovation | Business Development

General Terms and Conditions

**For Research, Development and Innovation
Activities**



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I. Preamble and scope

The purpose of these General Terms and Conditions (hereinafter referred to as GTC) is to provide the **legal conditions and framework for the performance of the research, development and innovation activities undertaken by UD Catapult Nonprofit Korlátolt Felelősségű Társaság (registered office: 4032 Debrecen Vezér utca 37. tax number: 29279490-2-09, statistical number: 29299490 7022 572 09, represented by Ágnes Barbara Berde, managing director)** as Researcher (hereinafter referred to as the Researcher) as well as the legal conditions and frameworks for the performance of the research, development and innovation activities undertaken by the Researcher, development and innovation contracts (hereinafter collectively referred to as research and development contracts, R+D contracts). These General Terms and Conditions are binding on both the Researcher and the Client, even in the absence of a separate clause of the Parties, after the Client has become acquainted with and accepted.

These general terms and conditions together with the individual contract (order) constitute the agreement between the Parties. If any of the individually negotiated provisions of the contract differ from the provisions of these general terms and conditions, the provisions of the individually negotiated and written terms and conditions shall prevail. The individual contract is concluded by accepting the offer of the Researcher of the order.

II. Concepts

In the present GTC, unless expressly stated otherwise in the individual contract or unless expressly stated otherwise in the context, the following terms shall have the following meaning:

1. GTC: these General Terms and Conditions.

2. Individual order, individual contract: the individual contractual provisions between the Parties which are aimed at establishing a research and development legal relationship and are concluded with an order submitted by the Client or accepted in accordance with the offer given by the Researcher, regardless of whether the research, research and development activity is aimed at achieving a result or demonstrating behaviour.

3. Client: a legal person, an organisation without legal personality, or a natural person who entrusts the Researcher with the performance of research and development activities, by concluding a research and research and development contract with the Researcher.

4. Researcher: UD Catapult Nonprofit Limited Liability Company (registered office: 4032 Debrecen Vezér utca 37. tax number: 29279490-2-09, statistical number: 29299490 7022 572 09, represented by Ágnes Barbara Berde, managing director independently)

5. Contributor: University of Debrecen (headquarters: 4032 Debrecen, Egyetem tér 1., institutional ID: FI 17198, tax number: 19308667409, represented by: Prof. Dr. Zoltán Szilvássy, Rector, Prof. Dr. Zoltán Bács, Chancellor)

6. Parties: Client, Researcher.

7. Research and development activities: activities including basic research, applied research and experimental development.

8. Basic research: experimental or theoretical work carried out primarily with the aim of acquiring new knowledge about the background of phenomena or observable facts, without the prospect of their direct commercial application or use.

9. Applied research: planned research or critical investigation aimed at acquiring new knowledge and expertise for the development of new products, processes or services or to facilitate the significant improvement of existing products, processes or services, which involves the creation of components of complex systems and may include the production of prototypes in a laboratory environment or in an environment with a simulated interface to existing systems and the production of pilot series, where this is necessary for applied research and in particular for the verification of generic technologies.

10. Experimental development: the acquisition, aggregation, development and use of existing scientific, technological, business and other relevant knowledge and expertise to develop new or improved products, processes or services, in particular:

(a) activities aimed at conceptualizing, designing and documenting new products, processes or services;

(b) developing and exhibiting prototypes and pilot models of new or improved products, processes and services, testing and validating such products in an environment that is representative of actual operating conditions, where the primary purpose of these activities is to further develop a product, process or service that is not yet considered to be final;

(c) the development of commercially viable prototypes and pilot projects that qualify as commercial outputs because they are too costly to be produced solely for demonstration and verification purposes, and which at the same time meet the essential criteria of research (novelty, uncertainty, creativity) and can be considered as systematically and replicable activities. This excludes routine or periodic changes to existing products, production lines, manufacturing processes, services and other ongoing operations, if such changes are considered improvements.

III. Conclusion of the research and development contract

1. The individual research and development contract shall be concluded after the submission of the Researcher's offer, by the delivery to the Researcher of the legal declaration (hereinafter referred to as: confirmation) for the acceptance of the offer in full.

2. The present GTC shall become the content of the contract if the Researcher informed the Client about the GTC at the time of sending the offer, but no later than until the confirmation was made, and the Client expressly accepted it. The Customer's confirmation of the offer also qualifies as acceptance of the present GTC, so the GTC then becomes part of the contract.

3. The Client acknowledges that the acceptance of the present GTC by the Client is a condition of the conclusion of the Individual Contract. unless the Parties have agreed on individually agreed terms and conditions other than the present GTC.

4. The Researcher is obliged to send the offer to the Client by e-mail or post, which is confirmed by the Client by e-mail or post. If the Client fails to confirm the offer to the Researcher without delay, within 48 hours at the latest in the case of an offer made electronically, or within a period of time during which the Researcher could normally expect it in the case of an offer made by post, the contract shall not be concluded between the Parties. Only a statement sent by the Researcher with office@catapult.unideb.hu e-mail address is considered valid and effective.

5. The Parties hereby stipulate that if a legal declaration is sent to either Party by post and the postal consignment is returned to the sender from the addressee with the indication "not claimed", the legal declaration shall be deemed to have been communicated on the date of the first attempted delivery. The legal declaration has legal effects from the date of the attempted service. In this case, the sender shall inform the addressee electronically without delay of the return of the letter containing the legal declaration and request information on the method of communication of the legal declaration. The legal declaration may only be communicated electronically if it is possible on the basis of the present GTC and the communication can be carried out without any doubt without prejudice to confidential data.

IV. Completion

1. The fee is due to the Researcher if he performs in accordance with the present contract and the accepted order. The Client - its representative specified in the individual contract - is obliged to issue a certificate of performance immediately, but no later than within 8 days. After the certificate of completion, the Researcher is entitled to issue an invoice to the name and address of the Client after the certificate of completion - in case of failure by the Client on the 9th day from the date of performance. The Client is obliged to transfer the invoiced consideration within 30 days to the Researcher's account 10300002-13787794-00014908 maintained by MBH Bank.

2. If the Client is late in paying the consideration specified in the individual contract, the Researcher is entitled to charge default interest at the rate specified in the Civil Code and the flat-rate collection cost in accordance with Act IX of 2016.
3. In order to fulfil the contract, the Contractor shall be entitled to use the University of Debrecen as a Contributor (hereinafter referred to as the Contributor). If the University of Debrecen is not used as a Contributor, the Researcher shall notify the Client in writing of the Contributor. Employees of the Research or Contributor are not considered contributors.
4. In addition to the provisions of the present GTC, the Parties may stipulate a security to confirm the performance of the contract on the basis of an individual agreement.
5. If the Researcher is obliged to hand over to the Client any item – including electronic documents – to be completed in the course of research and development activities, the Parties shall draw up a record of the handover. The Client is obliged to examine the item handed over by the Researcher. If the Client discovers a defect during the inspection, the Parties shall be obliged to record it in the handover and receipt report.
6. The Parties are entitled to make declarations, disclosures of data, impediments and any communication concerning cooperation related to the performance of the contract in writing, e-mail and by phone. The Parties shall only be entitled to make declarations regarding the amendment and termination of the individual contract in writing. A legal declaration made by e-mail is effective if it has been sent by the person making the legal declaration from the e-mail address specified in the individual contract to the person entitled to make the legal declaration specified in the individual contract and its receipt and acknowledgement has been confirmed by the addressee immediately, but not later than within 48 hours. A legal declaration may only be made by telephone if failure to do so would result in damage to either party. The legal declaration made by telephone must be confirmed in writing without delay, but no later than within 24 hours.

V. Rights and obligations of the Parties

1. Within the framework of this contract, the Researcher is in particular obliged to perform the contract to the best of his professional knowledge and experience, taking into account the interests of the Client, with the due diligence expected of him, in compliance with the professional rules of research and development, the relevant legislation and, if the research and development requires an official permit, the provisions of the official permit.
2. By signing the individual contract, the Client declares that it has provided the Researcher with all the data, information and documents necessary for the performance of the contract and requested in advance by the Researcher (hereinafter referred to as: information), which the Researcher acknowledges by signing the individual contract. In the event of a dispute over the disclosure of information, the disclosure of information must be proved by the party providing the information. If the evidence fails, the information shall be deemed not to have been provided. Any damage resulting from the non-disclosure of information shall be borne by the party that failed to provide the information. If the defaulting party causes damage to the other party due to the failure to provide the information, it shall be obliged to compensate the other party for it in accordance with the provisions of Section VI.
3. If, after the commencement of research and development activities, a request for information arises from the Researcher and the Researcher submits it to the Client, the Client shall be obliged to make the information available to the Researcher immediately, but no later than within 5 working days. If the Client does not have the requested information, it is obliged to communicate it to the Researcher immediately and initiate negotiations aimed at determining the procedure for obtaining the information. If the information is in the possession of a third party other than the Client, the Researcher may only contact the possessor of the information directly on the basis of the Client's authorisation to do so.

VI. Breach of contract and liability

- 1.** If the Client discovers an error in the subject of performance during the handover procedure, the Researcher shall be obliged to start correcting the error immediately after the written notification of the Client. If the correction cannot be carried out immediately, the Parties shall agree on the process and deadline for the correction of the defect. If the error is discovered after the handover, the Client is obliged to notify the Researcher in writing within 3 days of its discovery, who is obliged to start correcting the error immediately.
- 2.** If the service provided by the Researcher is defective due to a reason arising after the performance of the contract and the Client submits a claim for implied warranty against the Researcher, the Client is obliged to prove that the defect already existed at the time of performance. In the event of failure of the proof, the Researcher may refuse to fulfil the implied warranty claim.
- 3.** The Researcher warrants that there is no right of a third party in relation to the object of performance that excludes or restricts any of the Client's rights related to the object of performance.
- 4.** If the Client fails to provide the information, materials, etc. necessary for the performance in a timely manner, the Researcher shall not be liable for the delay in performance due to this reason. If the Researcher is late with the performance of the service, the Client shall be obliged to set a reasonable additional deadline for the performance in writing, in accordance with the nature and purpose of the service. The Client shall not be entitled to enforce its claims arising from the delay until the expiry of the additional deadline. If the setting of an additional deadline cannot be expected with regard to the nature and purpose of the service, the Client is entitled to apply the legal consequences arising from the breach of contract.
- 5.** The Breach of Contract shall be compensated by the Party responsible for the breach. The Breaching Party shall be exempt from liability if it proves that the breach of contract was caused by a circumstance beyond its control, unforeseeable at the time of concluding the contract, and it could not be expected that the circumstance could be avoided or the damage averted. The obligated party is obliged to fully compensate for the damage caused to the service by the breach of contract. The Parties shall maximise the amount of compensation in the amount of the net consideration specified in the individual contract.
- 6.** Kutató a szerződésszegéssel a Megrendelő vagyonában keletkezett egyéb károkért és az elmaradt vagyoni előnyért való felelősséget, a szándékosan okozott, továbbá emberi életet, testi épséget vagy egészséget megkárosító magatartásért való felelősség kivételével kizárja.
- 7.** The Client shall be obliged to compensate for other damages caused to the Researcher's assets and the loss of financial benefit caused by the breach of contract if the Client could have foreseen the occurrence of such damages in the event of a breach of contract at the time of concluding the contract. Until proven otherwise, such damage and loss of financial benefit shall be considered foreseeable if the Researcher has verifiably communicated to the Client at the time of concluding the contract.

VII. Transference

Unless otherwise provided in the individual contract, neither party is entitled to conclude or assign an agreement for the transfer of rights and obligations arising from the contract concluded between them or for the assumption of a transfer by another person, without the prior written consent of the other party, except for assignment for the purpose of debt collection.

VIII. Data management

- 1.** The Parties stipulate that the personal data (full name, position, e-mail address, telephone number) of the persons designated as representatives and contact persons in the individual contract shall be processed on the basis of the legitimate interest of the Contracting Parties pursuant to Article 6(1)(f) of the General Data Protection Regulation of the European Union (GDPR) as independent data controllers, the purpose of which is the establishment and performance of the Contract, in particular cooperation and communication in the interest of the Contracting Parties. The Contracting Parties undertake to process

the personal data of the persons named as the representatives and contact persons of the Parties in accordance with the relevant legislation exclusively for the purposes specified herein, not to carry out further data processing on them in the absence of an appropriate legal basis, in particular not to forward them to third parties or to disclose them. The Parties undertake to fulfil their obligation to provide information to their employees as prescribed by the GDPR.

2. The Parties undertake that if there is a change in any of the data of the Parties, or in the person entitled to represent the Parties, as well as in the person entitled to maintain contact and certificate of performance, the party affected by the change shall be obliged to notify the other party of the changed data immediately, but not later than within 8 days. The Parties hereby declare that the change under this section shall not affect the validity and scope of the research and development contract, and shall not require the amendment of the research and development contract. The defaulting party shall be liable for any damage resulting from the failure to report.

3. The Parties undertake to fully comply with the provisions of the GDPR in the course of their activities. The Parties shall cooperate and inform each other in order to clarify any disputed data processing and data protection issues affecting the contract concluded between them. In the event of a personal data breach involving the personal data transferred to the other Party in connection with a contract concluded between the Parties, the Party affected by the personal data breach shall immediately but within 24 hours notify the other Party of the fact of the occurrence of the breach, the circumstances disclosed so far and the consequences of the personal data breach, or the measures already taken to avert the consequences, measures to be taken. The Parties shall cooperate mutually in the investigation of the risk of the incident to the rights and freedoms of the data subject and in the determination of further necessary measures on the basis thereof.

IX. Confidentiality, intellectual property

1. The Parties shall be obliged to keep secret all business secrets, technical and economic information, data, methods, proprietary knowledge and other data qualifying as secrets that have come to their knowledge. In case of doubt, the Party shall declare the confidential classification of the data, facts, information, etc. concerned at the request of the other Party.

2. The data specified in Section 1 may be disclosed to or disclosed to a third party only with the prior written permission of the other Party or on the basis of a mandatory provision of law. The Parties shall be liable to each other for any damage resulting from the breach of this obligation.

3. In the course of performance, the Parties shall indicate all legally protected intellectual property used for the performance of the contract.

4. The Parties may dispose of the ownership (property or right of use) of the intellectual property/industrial property protected (hereinafter referred to as the work) as a result of the research and development activities carried out on the basis of the contract concluded between them, as well as the possible division of the property and the proportion of its sharing, which qualifies as intellectual property/industrial property rights (hereinafter referred to as the work) in a separate agreement. If, at the time of the conclusion of the individual contract, the Parties have the opportunity to determine the provisions related to the ownership of the work (property or right of use) on the basis of the circumstances, the Parties shall establish these provisions at the time of the conclusion of the individual contract. If the Parties do not specifically provide for the intellectual property created, all rights related to the creation shall be vested in the Researcher.

5. The Parties may use the fact of the contract between them and any other information related thereto that is not covered by the secrecy set out in Section 1 as a reference only with the written consent of the other Party.

6. If, as a result of the research and development activity, the Parties create a work of art whose higher level of protection justifies the establishment of a separate security protocol, the Parties shall immediately initiate negotiations for the creation and mutual elaboration thereof.

7. If the Parties create a work of art as a result of the research and development activity, the protection of which they deem justified, the Parties shall, in accordance with their separate agreement in this regard,

or the party entitled to it jointly or on the basis of the authorisation of the other Party, initiate the appropriate procedure at the Hungarian Intellectual Property Office.

8. The provisions of Act LIV of 2018 on the Protection of Business Secrets shall govern the interpretation and application of the provisions of this Chapter.

X. Vis maior

The Parties agree that if the performance of the contract or the individual sub-tasks is not possible due to an event that has arisen on both or one of the Parties' sides despite the demonstration of reasonable care, which is unforeseeable at the time of concluding the contract, cannot be avoided externally and directly affects the Party (hereinafter referred to as force majeure), the Party affected by the force majeure shall notify the other Party in writing without delay. In the notification, you must indicate the fact of force majeure and the expected time of its prevention or remedy. Within the framework of the individual contract, the Parties consider circumstances unforeseeable at the time of conclusion of the contract, in particular an epidemic or a related epidemiological measure (e.g. quarantine) or natural disaster, to be force majeure. The Contracting Parties stipulate that if the performance of the tasks specified in the contract is not possible by the deadline due to force majeure, the deadline for performance specified in the contract shall be extended without a separate legal declaration for a period equal to the date of the existence of the force majeure at the latest. The Contracting Parties stipulate that if the performance of the tasks specified in the contract has become impossible due to force majeure, the Parties shall be obliged to settle accounts with each other for the services performed up to this date, and the Parties shall be exempt from the performance of services that cannot be performed due to force majeure.

XI. Termination of the contract

1. If the individual research and development contract has been concluded for an indefinite period, either party is entitled to terminate the contract without justification, in writing, with a notice period of 30 days. The Parties shall settle accounts with each other until the date of termination, in proportion to the services already provided. Both parties undertake to issue a certificate of performance on the performance of the service affected by partial performance, if the conditions for issuing are met. In the event of a serious breach of contract by the other party, either party is entitled to terminate the individual contract with immediate effect or to exercise a sanction withdrawal.

2. Either party shall be entitled to terminate an individual research and development contract concluded for a fixed period of time, subject to the recognition and payment of partial performance or partial compensation, in writing, with a notice period of 15 days. In the event of a serious breach of contract by the other Party, the entitled party may terminate the contract with immediate effect or, if the original state prior to the conclusion of the contract can be restored, may withdraw from the contract. Even in the case of termination with immediate effect, the Parties shall be obliged to settle accounts with each other in proportion to the services already provided.

3. For the purposes of Sections 1 and 2, it shall be considered a serious breach of contract if either Party fails to fulfil its obligations specified in the individual contract within the deadline specified in the contract or within the stipulated additional deadline. If the nature of the service permits, the party in breach of contract must be called upon to perform the contract in accordance with the contract prior to exercising the right of termination or right of withdrawal, indicating the legal consequences at the same time and setting an additional deadline.

XII. Miscellaneous

1. The parties may amend the contract concluded between them only by mutual agreement. The formal requirement for amending the contract is adjusted to the way the contract was concluded. Only the persons authorised to represent the Parties specified in the individual agreement shall be entitled to conduct negotiations and to make a legal declaration for the amendment of the contract.

2. With regard to issues not regulated in these General Terms and Conditions, Hungarian law, in particular Act LXXVI of 2014 on Scientific Research, Development and Innovation, Act V of 2013 on the Civil Code,

Act LIV of 2018 on the Protection of Business Secrets, as well as other relevant legislation depending on the nature of the task, as well as – if specified by the Parties in the individual order – the relevant legislation shall apply depending on the subject of the research and development provisions on standards shall apply.

3. The Parties agree that if any provision of the contract concluded between them, including the present GTC, or the contract becomes invalid or ineffective, in whole or in part, they shall immediately initiate negotiations with each other to determine such provision or a new contractual provision replacing the contract in accordance with the law and the will of the Parties. The Parties shall continue negotiations for as long as it is reasonably possible to establish such a provision. In the event of failure of the negotiation, the Parties shall initiate the termination of the contract and settle accounts with each other for the services rendered up to that point.

4. The Researcher publishes its general terms and conditions on its website and ensures its continuous availability and downloadability. The Researcher shall be entitled to unilaterally supplement or modify the provisions of the GTC, in the course of which the Researcher shall consolidate the GTC in all cases. The general terms and conditions can be viewed and downloaded at the following contact details: website

5. The researcher declares that it qualifies as a transparent organisation under Act CXCVI of 2011 on National Assets.

6. They wish to settle their disputes arising from the contract concluded between the Parties primarily by amicable means. If this fails, the exclusive jurisdiction of the District Court of Debrecen and the Regional Court of Debrecen is stipulated.

7. The present GTC and the individual contract constitute the entire agreement between the Parties in relation to the services. The parties expressly exclude the habits of the business unit from becoming contractual content. Upon the entry into force of this Agreement, all prior written and oral agreements or declarations shall cease to be effective.