



CATAPULT
UNIVERSITY OF DEBRECEN
Technology | Innovation | Business Development

Terms and Conditions

For business activities



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I. Preamble and scope

The purpose of these General Terms and Conditions is to determine the legal conditions and framework for the performance of the business 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 independently**) as Contractor (hereinafter referred to as: Contractor), as well as the individual business contracts concluded by the Contractor the rights and obligations of the Parties to which the Parties are subject to the Agreement. These General Terms and Conditions are binding on both the Contractor 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 any of the provisions of these general terms and conditions, the terms and conditions negotiated individually and recorded in writing shall prevail. The individual contract is concluded by accepting the offer of the Contractor of the order.

II. Concepts

In these General Terms and Conditions, unless expressly stated otherwise in the individual contract or expressly stated otherwise in the context, the following terms shall have the following meanings:

1. GTC: these General Terms and Conditions.

2. Individual order, individual contract: the individual business relationship between the Parties, which is established by an order placed by the Client and accepted according to the offer given by the Contractor.

3. Client: the legal person, organisation without legal personality and natural person who orders the Contractor to achieve results achievable through entrepreneurial activities and/or with whom the Contractor enters into a contract for the Enterprise.

4. Entrepreneur: 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 independently)

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

6. Parties: Joint name of the Client and the Contractor.

7. Entrepreneurial activity: the activity aimed at achieving the results specified in the individual contract and/or any other service specified in the individual contract, regardless of the name of the contract.

III. Conclusion of the Works Contract

1. The individual contract shall be concluded after the submission of the Contractor's offer, by the delivery to the Contractor of the legal declaration (hereinafter referred to as: confirmation) concerning the acceptance of the offer in its entirety.

2. The present GTC shall become the content of the individual contract if the Contractor 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 shall be deemed to be the acceptance of the present GTC, so the GTC shall become part of the individual contract.

- 3.** The Client acknowledges that the acceptance of the present GTC by the Client is a condition for the conclusion of the individual business contract, except if the Parties have agreed on individually accepted terms and conditions other than the present GTC.
- 4.** The party making the bid shall send its bid to the other party (addressee) by e-mail or post, which shall be confirmed by the addressee by e-mail or post within two working days from receipt. Only the statement sent by the [Contractor from the office@catapult.unideb.hu](mailto:office@catapult.unideb.hu) e-mail address shall be considered valid and effective. If the Client does not confirm the offer to the Contractor, the contract shall not be concluded between the Parties.

IV. Completion

- 1.** The Entrepreneur shall be entitled to the Entrepreneur 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 performance, the Contractor is entitled to issue an invoice to the name and address of the Client after the certificate of performance - in case of failure to do so by the Client, on the 9th day from the date of performance. The Client is obliged to transfer the contractor's fee within 30 days to the Contractor's account 10300002-13787794-00014908 kept by MBH Bank.
- 2.** If the Client is late in paying the business fee, the Contractor is entitled to charge the default interest specified in the Civil Code and the flat-rate collection costs pursuant to Act IX of 2016.
- 3.** If the Client orders work not specified in advance in the contract and arising after the conclusion of the contract (additional work), which has become necessary in particular due to a modification of the plan, the Contractor shall be obliged to perform it, provided that its performance does not disproportionately burden its task. In the event of a request for additional work, the Parties may also initiate the modification of the deadline for performance, if necessary. In addition to the contractor's fee specified in the contract, the Contractor is entitled to the consideration for the additional work performed.
- 4.** In order to fulfil the contract, the Contractor shall be entitled to use the University of Debrecen as a Subcontractor (hereinafter referred to as Subcontractor). If the University of Debrecen is not used as a Subcontractor, the Contractor shall notify the Customer in writing of the Subcontractor.
- 5.** 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.
- 6.** If the Contractor is obliged to transfer to the Client the ownership or possession of any object – including electronic documents – completed in the course of the business activity, the parties shall conclude a separate contract in this regard, and a record shall be drawn up of the handover. The Client is obliged to examine the item handed over by the Contractor from a quantitative and qualitative point of view. If the Client discovers a defect, the Parties shall be obliged to record it in the handover-receipt report.
- 7.** The Parties shall be entitled to make declarations, disclosures of data, impediments and any communication concerning cooperation related to the performance of the contract in writing, by e-mail, in force. The parties are only entitled to make statements regarding the modification 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 authorised to make the legal declaration specified in the individual contract, and the recipient has confirmed its receipt and acknowledgement 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. Breach of contract and liability

1. If the Client discovers a defect during the handover procedure, the Contractor shall immediately start correcting the defect. If the defect is discovered after the handover, the Client is obliged to notify the Contractor in writing within 3 days of its discovery, who is obliged to start repairing the defect immediately. 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 Contractor does not acknowledge the defective performance, the parties are obliged to involve an expert.
2. If the item handed over by the Contractor is defective due to a reason arising after the performance of the contract and the Client submits a claim for implied warranty against the Contractor, the Client shall be obliged to prove that the defect already existed at the time of performance. In the event of failure to prove it, the Contractor may refuse to fulfil the implied warranty claim.
3. The Contractor warrants that no third party has any right on the subject of performance that excludes or restricts any of the Client's rights related to the subject of performance.
4. If the Client fails to provide the information, materials, etc. necessary for the performance in a timely manner, the Contractor shall not be liable for any delay in performance due to this reason. If the Contractor 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 limit the amount of compensation to the extent of the net enterprise fee specified in the individual order.
6. By breach of contract, the Contractor excludes liability for other damages to the Client's property and for the loss of financial benefit, with the exception of liability for behaviour that is intentionally caused or harms human life, physical integrity or health.
7. The Client shall be obliged to compensate for other damages caused to the Contractor's property and the loss of financial benefit caused by the breach of contract if the Client could have foreseen the occurrence of such damage in the event of a breach of contract at the time of concluding the contract. Until the contrary 5 proofs, damage and loss of financial benefit that the Contractor has verifiably communicated to the Client at the time of conclusion of the contract shall be considered foreseeable.

VI. Transference

Unless otherwise provided in the individual contract, neither party shall be entitled to enter into or assign an agreement for the transfer of rights and obligations arising from this agreement 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.

VII. 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 in the event of 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 amendment under this clause shall not affect the validity and scope of the contract and shall not require the amendment of the contract of enterprise. 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 revealed 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.

VIII. 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 become known to them. 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. Unless otherwise provided by the Parties in the individual contract, all rights related to the intellectual property created on the basis of the Contract shall be vested in the Contractor.

5. If written documentation is generated during the performance of the contract, it shall be the property of the Contractor, unless otherwise stipulated in the individual contract, the Contractor shall dispose of it freely.

6. The Parties may use the fact of the contract concluded between them and any other information related thereto other than the secrecy set out in Section 1 as a reference only with the written consent of the other Party.

7. 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.

IX. 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 as force majeure circumstances unforeseeable at the time of conclusion of the contract, in particular an epidemic or a related epidemiological measure (e.g. quarantine, natural disaster). 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 by a period equal to the date of the existence of the force majeure without a separate legal declaration 7. 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.

X. Termination of the contract

1. The customer may withdraw from the contract at any time before the start of the performance of the contract, after which it may terminate the contract until the performance. In the event of withdrawal or termination of the contract, the Client shall be obliged to pay the proportionate part of the fee to the contractor and to compensate for the damage caused by the termination of the contract, provided that the indemnification may not exceed the contractor's fee.

2. If the contract has been concluded for a fixed period, the entitled party may terminate the contract in the event of a serious breach of contract by the other Party or, if the original state prior to the conclusion of the contract can be restored, may withdraw from the contract.

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 if the Parties are obliged to set an additional deadline, then within the specified additional deadline. If the nature of the service allows it, the party in breach of contract shall be called upon to perform the contract in accordance with the contract prior to exercising the right of termination or withdrawal, indicating the legal consequences and setting an additional deadline at the same time.

XI. Miscellaneous

1. The individual contract concluded – taking into account the provisions of the present GTC. Section VII.2 of the Constitution of the Republic of Estonia – the Parties may amend it 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 the issues not regulated in the present GTC, the provisions of Hungarian law, in particular Act V of 2013 on the Civil Code, and other relevant laws, depending on the nature of the service, shall apply.

3. If any provision of the contract concluded between the Parties, including the present GTC, or the contract becomes partially or fully invalid or ineffective, the Parties shall immediately initiate negotiations with each other to determine such provision, 8 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 Contractor is obliged to publish the present GTC on its website and to ensure its continuous availability and downloadability. The Contractor is entitled to unilaterally supplement or modify the provisions of the GTC, in the course of which the GTC shall be consolidated in all cases. The GTC in force at any given time can be viewed and downloaded at the following contact details: website

5. An entrepreneur declares that it qualifies as a transparent organisation pursuant to 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 (order) constitute the entire agreement between the Parties in respect of 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.