**PROJECT PARTICIPATION AGREEMENT**

**(Start-up 2 – support in setting up a start-up)**

**Signed in connection with the project "Developing Innovative Sustainable Cooperation Opportunities",**

**financed by the European Union under the programme EIT HEI Initiative (European Institute of Innovation & Technology Higher Education Institutions Initiative)**

On [date] ……………………………………… in Krakow between:

**The Krakow University of Economics, with headquarters in Krakow (31-510) Rakowicka 27 street, represented by Dr Piotr Kopyciński, Director of the Małopolska School of Public Administration, acting under the authority of a power of attorney granted by the Rector of the Krakow University of Economics, Dr hab. Stanisław Mazur, Prof. UEK [no. K.0106.13.2021 of 18/01/2021]**

**hereinafter referred to as the** **Implementer**,

and:

…………………………………………..

**hereinafter referred to as the Participant**,

represented by ....................,

and:

…………………………………………..

**hereinafter referred to as the Participant**,

represented by ....................,

**or collectively referred to as the Parties.**

**Under the present Project Participation Agreement (the Agreement), the Parties agree as follows:**

**§ 1**

**Subject of the Agreement**

The subject of this Agreement is the Participant's involvement in the project Developing Innovative Sustainable Cooperation Opportunities (HEI ‒ DISCO) (hereinafter referred to as the Project), which is supported by a grant from the European Institute of Innovation and Technology (EIT) under Grant Agreement 2021‒2022 EIT Climate-KIC.

**§ 2**

**Obligations of Parties**

1. The Participant hereby undertakes to establish an innovation-oriented start-up firm in [year] ...............

2. Following registration, the Participant shall submit to the Implementer a copy of entry of the firm in the applicable Start-up Register or an equivalent document.

3. As part of the Project, the Implementer undertakes to provide support to the Participant in the form of consultancy services (the Services), which will contribute to the development of the Participant's firm.

4. The Services provided under the Agreement include:

1) ............,

2) ..........

5. The Parties anticipate that the Participant's firm will achieve the following milestones/deliverables as a result of the Services provided by the Implementer:

1) ....

2) ...........

6. Achieving the anticipated milestones/deliverables qualifies the Participant for further Services needed for the growth of his/her firm. The details of new Services shall be agreed by the designated representatives of the Parties.

7. The Participant’s engagement in the Project is free of charge.

8. The **Declaration of the Start-up** shall include a description of the services supplied, their duration, type, and how they contributed to the development of the Participant's firm, as well as a description of the firm itself and its core business.

9. The **Registration Certificate** shall specify the start-up as the Participant's firm.

**§ 3**

**Participant declarations**

1. The Participant hereby declares that all information submitted by him/her is accurate and true.

2. The Participant acknowledges that the submitted information may be subject to verification for accuracy.

3. The Participant undertakes to notify the Implementer immediately of any change in the submitted information that is critical to the Project's implementation and monitoring.

**§ 4**

**Duration of the Agreement**

1. The Agreement shall be effective from ................ to ……………..

2. In the event that the Participant violates the terms of the Agreement, the Implementer may terminate the Agreement by giving written termination notice with immediate effect.

3. The Agreement may be terminated at any time in writing by mutual consent of the Parties.

**§ 5**

**Monitoring of the activities**

In connection with the monitoring of the activities under the Agreement, the Participant agrees to provide appropriate documents and information as detailed in KPI Definition: EITHE04.4 # of Start‐ups established as a result / based on the output(s) of KAVA(s), or start‐ups created for the purpose of an innovation project to organise and support the development of an asset (but not later than three years after the completion of KAVA) having a financial transaction of at least 10 000 EUR for a service/product (result of the KIC KAVA) sold to customers.

**§ 6**

**Communication**

1. All communication between the Parties on matters relevant to the implementation of the Agreement shall be in writing and/or by e-mail and shall be addressed to the Parties' legal representatives.

2. The Parties undertake to communicate, within 21 days from the date of signing of this Agreement, the data of the individuals designated as contact persons, including their name and surname, position, and e-mail address.

**§ 7**

**Confidentiality of information**

The Parties undertake to maintain the confidentiality of any documents, information and other materials directly related to the subject matter of the Agreement which have been marked as confidential.

**§ 8**

**Liability**

1. Neither Party to the Agreement shall be liable for any acts or omissions of the other Party, its employees or persons assisting it in the performance of its obligations.

2. Each Party shall be liable to the other Parties and to any third party for damage caused by it, its employees or the persons assisting it in the performance of its obligations.

3. Neither Party shall be deemed to be in breach of its obligations if its failure to perform them is due to force majeure. The Parties shall take all necessary measures to minimise any damage to the proper implementation of the Agreement resulting from force majeure.

**§ 9**

**Conflict of interest**

1. The Parties shall take all necessary precautions to prevent the risk of a conflict of interest affecting their impartial and objective implementation of the Agreement.

2. Conflicts of interest may arise in particular from economic interests, political or national affinity, family or emotional reasons or any other common interest of the Parties, employees or persons assisting the Party in the performance of its obligations.

**§ 10**

**Dispute resolution**

In the event of a dispute between the Parties arising from the interpretation or application of the Agreement, the Parties shall use their best endeavours to reach an amicable settlement in a spirit of goodwill and co-operation.

**§ 11**

**Applicable law**

1. All matters not covered by the Agreement shall be governed by the provisions of the law applicable to the registered office of the Implementer.

2. The Agreement shall be governed by and construed in accordance with the provisions of the law applicable to the registered office of the Implementer.

3. Any disputes concerning the interpretation or application of this Agreement that cannot be resolved amicably shall be settled by a court of competent jurisdiction for the registered office of the Implementer.

4. If any provision of this Agreement or the application of such provision is found to be invalid or unenforceable in whole or in part due to failure to comply with legal requirements, all other provisions shall remain valid and binding on the Parties.

**§ 12**

**Amendments to the Agreement**

Any amendments and additions to this Agreement shall be made by mutual consent of the Parties in writing or in an equivalent form (qualified electronic signature) to be valid.

**§ 13**

**Personal data processing**

1. The Parties declare that all personal data contained in this Agreement or related to the performance of the Agreement shall be processed in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

2. The Participant hereby declares that he or she has been informed of the contents of the Implementer's Information clause on personal data processing as mentioned in Appendix 1.

**§ 14**

**Final provisions**

The Agreement has been executed in the English language and signed in ..... identical copies, two for the Implementer and one for each Participant.

**On behalf of the Implementer**

………………………………..

**On behalf of the Participant**

……………………………

**On behalf of the Participant**

……………………………

**APPENDIX 1**

**DECLARATION OF THE PROJECT PARTICIPANT**

**(Information clause)**

(information obligation implemented in relation to Articles 13 and 14 of the Regulation of the European Parliament and of the Council (EU) 2016/679)

Upon joining the project "Developing Innovative Sustainable Cooperation Opportunities” (DISCO) I hereby acknowledge that:

1. The administrator of my personal data will be the **Krakow University of Economics**. The seat of **the Krakow University of Economics** is the Krakow, Rakowicka 27, 31-510 Krakow.

2. I can contact the administrator regarding the protection of personal data by means of the following: a) by post: Rakowicka 27, 31 - 510 Krakow; b) by phone: (+48 12) 293 7590; c) by e-mail: [iod@uek.krakow.pl](mailto:iod@uek.krakow.pl)

3. My personal data will be processed in order to implement the project „Developing Innovative Sustainable Cooperation Opportunities” (DISCO), co-funded by the European Union.

The project is implemented by the Krakow University of Economics (Małopolska School of Public Administration), in a partnership with The Fachhochschule Zentralschweiz – Hochschule Luzern, referred to as Partner No. 1; The Lviv Polytechnic National University, referred to as Partner No. 2; The European Centre for Women and Technology, referred to as Partner No. 3; The Shine 2Europe LDA, referred to as Partner No. 4.

4. My personal data will be processed only for the purpose of the implementation of the project "Developing Innovative Sustainable Cooperation Opportunities" (DISCO), in particular confirmation of eligibility of expenditure, support, monitoring, evaluation, control, audit and reporting as well as activities related to information and promotion.

5. In order to confirm the eligibility of expenses in the project, the following of my personal data will be processed: unique personal identifier, name(s), surname, contact details, gender, country of citizenship and other data necessary for the project implementation.

6. Providing the above data is a necessary condition for receiving support, and a refusal to provide it will result in a failure to provide support under the project.

7. My personal data will not be transferred to a third country or international organisation, with the exception of activities related to the control and audit commissioned by the European Union institutions.

8. My personal data will not be subject to automated decision making.

9. I have the right to lodge a complaint with the supervisory unit, which is the President of the Office for Personal Data Protection, when I feel that the processing of my data violates the provisions of the General Data Protection Regulation of 27 April 2016.

10. I have the right to access my data and correct, delete or limit their processing.

Name: …..………………………………………………………

*PLACE AND DATE:* ……………………………….. *SIGNATURE:* …….………………………………………