

# Services Agreement for Scientific Research, Development and Innovation services

by and between

on the one  
hand

seated in:

company

register

number:

tax number:

address:

name and

position of

representative:

as Customer (hereinafter: „Customer”)

on the other hand

**Eötvös Loránd University**

seated in:

1053 Budapest,  
University Square 1-3.

FI 80798

institutional  
identification

no.:

tax number: 15308744-2-41

payment account: 10032000-01426201-  
00000000

organizational  
unit responsible

for the

enforcement of

rights and

fulfillment of

obligations:

address: 1117 Budapest, Pázmány  
péter stny. 1/a

name and

position of

representative:

Dr. Imre Kacs Kovics Dean  
as Service Provider (hereinafter referred to as  
"Service Provider")

under the following conditions:

## 1. Purpose of the contract

1.1. The Customer hereby declares that the present contract is concluded within the framework of its higher education research and development economic activities <sup>1</sup> pursuant to Section 108(4a) of Act CCIV of 2011 on National Higher Education if its conditions are fulfilled in accordance with the following declaration by the Customer<sup>2</sup> :

1.2. The Customer declares that the services under this contract are provided pursuant to Act LXXVI of 2014 on Scientific Research, Development and Innovation (Innovation Act)

☐ for the following research, development or innovation purposes:  
.....

☐ for activities that do not constitute research and development or innovation.

The Customer further declares that the payment under the contract Hungarian public funds <sup>3</sup>

<sup>1</sup> The subject matter of the contract may be **sub-activities ordered in connection with the innovation or research and development activities of the Customer** as defined in Sections 3(6) and (11) of the Innovation Act, which are not R&D&I activities per se. Such sub-activities may include, for example, technical measurements, tests; the provision of expert opinions on the basis of such measurements, tests, expert advice and training. This type of contract cannot be used for non-activity purpose contracts (e.g. leasing of equipment). For R & D & I activities commissioned by the university in which the funding party is not involved, the model research contract shall apply. For R&D performed on a shared basis (where) the model research collaboration contract shall be used. For questions on the classification of the activity, please contact ....

<sup>2</sup> The activity is so classified when it is for R&D purposes and Hungarian public funds will not be used.

<sup>3</sup> If national public funds are involved, even indirectly, this model contract cannot be used! (Indirect usage for example, where the Contracting Authority's own client is a public body or is financing the contract with public subsidies).

☒ will not be used  
☐ will be used.

## 2. Tasks of the Service Provider, conditions of performance

2.1. The Service Provider shall carry out the following tasks:  
.....<sup>4</sup>

A detailed description of the task is attached as Annex 1 to the contract.

2.2. The Service Provider undertakes to carry out (perform) the task set out in clause 1 of this contract

☐ with the deadline of ..... year ..... month ..... day of the year.

☐ on the day of ..... year ..... month ..... day of the year.

☐ within ... days of signing this contract.

☐ as of the day of (day/month/year) ..... until .....

☐ in accordance with the timetable set out in Annex 1 to this contract.

2.3. The place and method of performance shall be set out in Annex 1. If the Customer provides premises or equipment for the performance, the cost and risk of their use and the existence of appropriate insurance shall be borne by the Customer, with the Customer being liable for any damage resulting from intent or gross negligence in accordance with this contract. In the event of performance at the Customer's premises, the Customer shall inform Service Provider in advance of the health and safety, also other rules and risks to be observed at the place of performance.

2.4. The parties agree that Service Provider shall<sup>5</sup>

☐ have the right for subcontractors, other intermediaries.

☐ perform the service without using research and experimental development services ordered from a resident taxpayer, a domestic establishment of a foreign entrepreneur or a sole proprietor under the Personal Income Tax Act.

2.5. The Parties stipulate that for the activities to be carried out under this contract

☐ no official authorisation is required.

☐ .....(authority, name of the authorization/licence), authorisation/licence of the authority shall be necessary a copy of which has been provided by Service Provider to the Customer.

☐ ..... requires an official permit, which the Service Provider shall obtain at its own expense from ..... If the contract cannot be performed due to failure to obtain the necessary official authorisation for the activity, the parties shall be deemed to have failed for reasons for which neither of them is responsible.

## 3. Materials

3.1. The documents, data, information, tools, materials and samples to be provided by the Customer in accordance with protocol(s) shall be identified and described in Annex 1. The Customer undertakes to provide Service Provider with any additional information, data, material or samples required by Service Provider for the performance of the task as soon as possible upon Service Provider's request, depending on the nature of the information and data requested. Deadline for performance by Service Provider shall be extended accordingly until the data and information is provided to Service Provider.

3.2. It is the Customer's obligation and responsibility to ensure that samples are taken in accordance with professional rules and to ensure the necessary conditions for storage of samples until delivery to Service Provider, taking into account the delivery time agreed by Service Provider.

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<sup>4</sup> Short summary designation, details in annex.

<sup>5</sup> The choice is marked with an x in the appropriate box.

- 3.3. Samples and other materials required for the test shall be delivered to Service Provider 's premises and, when the order has been fulfilled, transported from Service Provider back at the Customer's own risk and expense. Upon delivery of the samples and other materials, the responsibility shall pass to Service Provider. The Customer undertakes to deliver the samples to Service Provider 's premises on pre-agreed dates and times.
- 3.4. Service Provider is not responsible for damage to samples or other materials resulting from improper packaging or transport. In such cases Service Provider shall notify the Customer. In the event that Service Provider has duly received the Sample but is unable to carry out the Test and the reason for this is not attributable to Service Provider, the service fee shall be due, Service Provider shall be entitled to the fee for work.
- 3.5. Upon receipt of the samples and other materials by Service Provider, Service Provider shall sign a copy of the test request form to certify the proper receipt of the samples.
- 3.6. Service Provider is obliged to handle the samples in accordance with the applicable laws and regulations in force in Hungary in terms of waste treatment, disinfection, storage and to destroy the samples remaining and not transported away from Service Provider by the Customer after the measurements, closure and release of the findings.
- 3.7. It is Service Provider's obligation to deliver the results of the services to the Customer in the agreed electronic format to the Customer's email servers. The Customer shall ensure that the e-mail address provided by it shall be accessible only to authorised persons.

#### 4. Intellectual property

Version A:

- 4.1. Intellectual property (including know-how in addition to industrial property rights and copyrights, hereinafter collectively referred to as "Intellectual Property"): IP rights and the right to use of intellectual works (e.g. test methodologies) which are not indispensable for the performance of the Contract and created or further developed by Service Provider during the performance of the Contract , if they exist at all, belong to the Customer only upon the prior explicit written agreement of the parties. Intellectual property created and delivered by Service Provider during the performance of the Contract, including Intellectual Property created by the examination of data or material supplied by the Customer (e.g. (i.e. database, expert report, expert opinion), may be used, transferred or licensed by the Customer or its affiliates for its internal use, without any time or territorial limitation, for non-exclusive purposes under the Contract.
- 4.2. Service Provider shall be entitled to freely use the results of its service for its further activities, including publications which do not allow the identification of the Customer, after prior consultation with the Customer, provided that the Customer does not object in writing within 15 days of the prior notification in view of its legitimate interest.

Version B:

- 4.3. Intellectual property (including know-how in addition to industrial property rights and copyrights, hereinafter collectively referred to as "Intellectual Property"): Intellectual property created and delivered by ELTE during the performance of the Contract, including Intellectual Property created by the examination of data or material supplied by the Customer (e.g. (i.e. database, expert report, expert opinion), may be used, transferred or licensed by the Customer or its affiliates for its internal use, without any time or territorial limitation, for non-exclusive purposes under the Contract. ELTE shall be entitled to freely use the results of its service for its further activities, including publications which do not allow the identification of the Customer, after prior consultation with the Customer, provided that the Customer does not object in writing within 15 days of the prior notification in view of its legitimate interest. IP rights and the right to use of intellectual works (e.g. test methodologies) which are not indispensable for the performance of the Contract and created or further developed by ELTE

during the performance of the Contract, if they exist at all, belong to the Customer only upon the prior explicit written agreement of the parties.

## 5. Compensation and payment

- 5.1. The Customer must provide written acceptance certificate within 7 days. In the event of failure to do so, the Customer shall be deemed to have issued the certificate, unless the Customer requests in writing that the service be corrected on the basis of a substantive objection. In the case of minor defects or deficiencies which do not materially affect the usability of the service, the certificate of performance may not be refused.
- 5.2. In return for the performance of the tasks, the Customer
- ☐ shall pay a total fee of HUF ... + ...% VAT.
  - ☐ shall pay the aggregate fee based on the activity actually carried out as shown in the invoice issued by the Customer. The parties agree that the invoice shall be issued
    - ☐ on an hourly rate basis. Each hour started is charged at ... HUF + ...% VAT.
    - ☐ on a per diem basis. For every started
      - ☐ day
      - ☐ half dayremuneration is ... HUF + ...% VAT. 8 hours of work per day.
    - ☐ based on the number of people participating in training (in case of training services). The fee per person shall be HUF ... + ...% VAT. The minimum fee - irrespective of the number of persons actually attending the training – shall be HUF ... + ...% VAT. The Customer shall attach the attendance sheet to the invoice.
    - ☐ per test, the fee for one test is HUF ... + ...% VAT. The Customer undertakes to carry out a maximum of ... tests in total under this contract.
- 5.3. The fee
- ☐ shall be payable in one installment,
  - ☐ shall be due according to the schedule set out in Annex 1
- by transfer to the payment account number given above.
- 5.4. The payment deadline shall be the date issued on the invoice OR shall be 30 days as of the receipt of the invoice.
- 5.5. The Customer
- ☐ shall pay a gross advance of HUF ... within ... days of receipt of the proforma invoice.
  - ☐ shall not pay an advance.
- 5.6. The fee
- ☐ shall be a flat fee to cover all the costs incurred in carrying out the service.
  - ☐ shall be a flat fee, which also covers the costs normally incurred in the performance of the assignment, while unforeseen costs shall be reimbursed by the Customer. Before incurring such costs, Service Provider shall inform the Customer, who may terminate the contract if the costs are necessary for the performance of the assignment but he does not wish to bear them.
  - ☐ shall not cover the following costs that shall be invoiced and shall be reimbursed by the Customer in addition to the fee: ...
- 5.7. The existence of an obligation to pay the fee is independent of the funds available to the Customer, the conditions of their use applicable to the Customer, or the tax or other benefits the Customer wishes to claim.
- 5.8. Results of the service, documents and intellectual works provided to it shall be used by Customer after the complete fulfilment of its payment obligations.

## 6. Breach of contract, termination of contract

- 6.1. In the event of a claim for defects, the Customer may request a correction or, if this is not possible, an appropriate reduction in the price, in lieu of which the Service Provider shall be entitled to choose to have the service performed again, unless the Customer proves a change of interest.
- 6.2. The parties agree that Service Provider shall be liable to the Customer for only direct damages evidenced by Customer up to the amount of the contractual fee.
- 6.3. The Customer may terminate the contract at any time, but shall be liable to compensate Service Provider for any damage.
- 6.4. The Customer shall be entitled to terminate the contract, after an unsuccessful written notice, if the Service Provider is in serious breach of its material obligation.
- 6.5. Service Provider shall be entitled to suspend performance or, after an ineffective written notice, to withdraw from or terminate the contract if the Customer is in serious breach of a material obligation, fails to facilitate performance, or fails to issue the acceptance certificate, fails to pay advance payment or invoice to the Service Provider, or if the Customer's financial stability or solvency is in doubt and the Customer fails to provide adequate security. The period of suspension of performance shall extend the time limit for performance.
- 6.6. In the event of termination of the contract, the parties shall be obliged to settle accounts, and Service Provider may claim a fee in proportion to the work performed by it, the amount of which shall be determined taking into account the payment obligations arising from obligations already assumed in advance in order to perform the contract. In the case of partial performance already accepted, pro rata payment shall be made only in excess of the fee of the portion already accepted.

## 7. Contact

- 7.1. The Parties are obliged to cooperate with each other on an ongoing basis, and within the framework of this cooperation they shall maintain contact with each other during the performance of the contract through the following persons:

**On behalf of the Customer:**

**On professional issues:**

Name:

Phone/Fax:

E-mail:

**Contractual issues:**

Name:

Phone/Fax:

E-mail:

**On behalf of the Commissioner:**

**Professional issues (professional responsible):**

Name:

Phone/Fax:

E-mail:

**For contractual issues<sup>6</sup> :**

Name:

Phone/Fax:

E-mail:

- 7.2. .... shall be entitled to sign acceptance certificate.
- 7.3. The other party shall be notified of any change in the notification address or the contact persons' names and details within 5 working days. Failing by the Customer to do so Service Provider shall perform lawfully to the last contact details provided to it.
- 7.4. Declarations concerning the amendment or termination of the contract must be made in writing.

## 8. Governing Law

- 8.1. The parties agree that this Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods (CISG) or any other international commercial laws. The parties further agree that this Agreement shall be governed by Hungarian law. In matters not

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<sup>6</sup> The person authorised to enter into the commitment must be indicated.

covered by this Agreement, the provisions of the Civil Code and other relevant legislation including the legislation on data protection shall apply.

- 8.2. The parties shall attempt to resolve any dispute primarily by amicable means, through conciliation, and if this is unsuccessful, they may resort to the courts.

## 9. Other provisions

- 9.1. The parties agree to treat as trade secrets any data or information that they become aware of concerning the other party in connection with this contract. The Customer may only provide information about Service Provider and its activities to third parties or the public with the preliminary written consent of the Service Provider. The Customer shall be entitled to refer to this mandate as a reference, subject to prior agreement of Service Provider.

- 9.2. In the event of any conflict between this contract and the Annex, the Annex shall prevail.

Budapest, 2024. ... ..

.....  
**Eötvös Loránd University**  
**Faculty of Natural Sciences**  
representative: Dr. Imre Kacs Kovics, Dean

.....  
...  
representative: ...

.....  
**Eötvös Loránd University**  
**Faculty of Natural Sciences**  
responsible research

Financial Controller:

.....  
**Eötvös Loránd University**  
**Faculty of Natural Sciences**  
Head of Financial Department  
Zsolt Nagy

**Annex 1**  
**For scientific service contracts for measurement and testing**

**1. A detailed description of the task:**

The aim of the test and measurement: ...

Subject: ...

Part number: ...

Methodology: ...

Other expected deliverables: ...

**2. Task scheduling:**

☐ The Parties shall not specify any subtasks or fee shares.

☐ The parties agree on the following subtasks, the deadlines for each subtask and the corresponding fee shares, if any:

Line number	Sub-task	Deadline	Fee share (optional)

**3. The place and means of carrying out the test:**

☐ The Service Provider shall carry out the task at the place of its choice, using its own equipment.

☐ The Customer shall perform the task at the location of its choice, using its own equipment, but the Customer shall ensure the use of the equipment at the following location: ..., at agreed times, taking into account that the Customer can perform the task within the contractual deadline.

**4. Customer service:**

The Customer shall provide the following data and information: ... Deadline: ...

The Customer shall provide the following materials, samples and equipment to *be tested*: ... Deadline: ...

**5. The way of delivery:**

The Delegate is the

☐ a measurement report

☐ for an expert opinion

☐ expert report

to the Customer

☐ signed and sent in original to the Customer's notification address indicated above (the date of delivery shall be deemed to be the date of posting or delivery to the courier service).

☐ to the e-mail address of the Customer's professional contact (the date of sending shall be deemed to be the date of delivery).

**Annex 1**  
**for a scientific services contract for expert advice**

**1. A detailed description of the task:**

- The subject of the advice: ...
- Expert(s) to be involved in the performance: ... If justified, the Customer may involve other persons with appropriate expertise.
- Other expected deliverables: ...
- Time characteristics of the task (e.g. maximum days/hours): ...

**2. The task or fee schedule:**

- ☐ The Parties shall not specify any subtasks or fee shares.
- ☐ The parties agree on the following subtasks, the deadlines for each subtask and the corresponding fee shares, if any:

Line number	Sub-task	Deadline	Fee share (optional)

- ☐ The parties shall pay the Customer a periodic performance fee
- ☐ monthly
  - ☐ quarterly
- are accounted for ex post.

**3. Place and means of performance:**

- ☐ The Service Provider shall carry out the task at the place of its choice, using its own equipment.
- ☐ The Customer shall perform the task at the location of its choice, using its own equipment, but the Customer shall ensure the use of the equipment at the following location: ..., at agreed times, whereby the Customer shall act with due regard to the Customer's ability to perform the task within the contractual deadline.
- ☐ The Customer shall perform the task at the Customer's headquarters or premises, for which the Customer shall provide the following equipment: ... All other equipment and materials shall be provided by the Customer.

**4. Customer data reporting:**

The Customer shall provide the following data and information: ... Deadline: ...

**5. The way of delivery:**

Oral. Requested documentation of the consultancy activity:

- ☐ The Customer shall, at the request of the Customer, make a summary record of its activities at periodic intervals.
- ☐ At the end of his/her consultancy activity, the Customer shall prepare an expert report, which shall be sent to the email address of the Customer's professional contact.
- ☐ ...



**Annex 1**  
**for a scientific service contract for training**

**6. A detailed description of the task:**

The topics of the training are: ...

Hours: ...

Maximum number of people: ...

Location: ...

Instructor(s) to be involved: ...

In justified cases, the Customer may involve other persons with appropriate expertise, and may change the date of the training course to a date agreed with the Customer.

Other expected deliverables: ...

**7. The task or fee schedule:**

☐ The Parties shall not specify any subtasks or fee shares.

☐ The parties agree on the following subtasks, the deadlines for each subtask and the corresponding fee shares, if any:

Line number	Sub-task	Deadline	Fee share (optional)

**8. Place and means of performance:**

The necessary teaching aids are prepared by the Delegate. The training aids may be reproduced or made available to persons not taking part in the training only with the written permission of the Customer. The written permission of the Delegate is also required for any audio or visual recording.

	Customer provides	Delegated will ensure
Location of the training (use of premises)		
Tools needed: ...		
Reproduction of teaching aids		
...		

**9. Customer reporting and other obligations:**

The Customer shall provide the names of the participants and the following data and information: ...

Deadline: ...

The Customer is obliged to inform the participants of the conditions set out in this contract and the information provided by the Customer on the conduct of the training. In the event of a breach of these conditions, the trainees may be excluded from the training, without prejudice to the training fee. The Customer shall be liable to the Service Provider for the activities of the trainees.

Termination conditions: if the Customer terminates the contract after ... by giving notice of termination, the Customer shall pay a fee of HUF ... + VAT.

**10. Method of delivery:** oral. The Delegate will document the training activity by handing over the training aids and the attendance sheet.