

COOPERATION AGREEMENT FOR CLUSTER MEMBERS

AT THE CONNECTED AND AUTONOMOUS VEHICLES COMPETENCE CENTER

This agreement, referred to as the Agreement, was concluded on (date) in (place), between entities, referred to as Cluster Members:

MOTOR TRANSPORT INSTITUTE – CLUSTER LEADER

registered office in Warsaw: 80 Jagiellońska str, 03-301 Warsaw, Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register under KRS number 0000130051, REGON: 000127692, NIP: 52500083828, represented by:

Prof. Marcin Ślęzak, PhD, Eng. – the Head of Motor Transport Institute

and

INSTITUTION NAME – CLUSTER MEMBER

registered office in: (address), Register of Entrepreneurs of the National Court Register kept by the District Court for, Commercial Division of the National Court Register under KRS number (if applicable), REGON: (if applicable), VAT NUMBER:, represented by:

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PREAMBLE

Recognizing business opportunities in the field of transport and technology, in particular in the field of autonomous and connected vehicles, as well as the potential of enterprises, research units and institutions supporting entrepreneurs in the Mazowieckie Voivodeship, in the country and in the European Union, the founder of the cluster at the Competence Center for Connected and Autonomous Vehicles (CK:PAP) - **THE MOTOR TRANSPORT INSTITUTE** decided to initiate intensive cooperation, striving to combine the economic, scientific and educational potential of business, research and development entities in the transport and technology sector. The aim of the action is to take advantage of new opportunities for the effective functioning and competitiveness of the domestic market, thus striving to create the Competence Center in Warsaw as a Contact Point for various groups of stakeholders and a coordinator of activities related to the automation of road transport.

The role of the Cluster is to: enable dialogue and cooperation between public administration bodies and representatives of the automotive and telecommunication industries; directing transport sector enterprises on modern technologies and products; facilitating and streamlining the process of their development and implementation; shaping attitudes and

behaviors conducive to increasing innovation and competitiveness of enterprises on the national and international arena.

§1

Subject of the Agreement

1. This Agreement is an agreement concluded in order to create the Cluster at the Connected and Autonomous Vehicles Competence Center (CK:PAP Cluster).
2. The CK:PAP Cluster is an agreement between its Members, it does not have legal personality, it is also not a civil law partnership or any other company or association.
3. CK:PAP Cluster and Cluster Members may use the graphic signs of CK:PAP Cluster, however, all graphic signs are the property of the founders of the Cluster.

§2

Area of operation

The scope of activities of the CK:PAP Cluster covers the territory of the Republic of Poland. It is allowed to extend the activities of the CK:PAP Cluster to the territory of the European Union.

§3

Cluster Regulations

1. Detailed operation rules of the CK:PAP Cluster, including i.e. the rights and obligations of the Cluster Members, the rules of cooperation of the Participants within the CK:PAP Cluster, including the rules of financing the tasks entrusted to them or the projects undertaken, the detailed competences and functioning of the Cluster Members' Assembly, the Cluster Steering Committee, the Cluster Leader and the Cluster Office result from the provisions of the Cluster Regulations constituting Annex No. 1 to the Agreement.
2. The procedure for amending the Regulations is described in detail in the Cluster Regulations.

§4

Arbitral Dispute Resolution priority

1. In the event of disputes in connection with the activities of the CK:PAP Cluster, Cluster Members undertake to seek to resolve them in good faith in an amicable way.
2. Arbitral resolution of disputes may be conducted through negotiations or mediation with the participation of an impartial mediator, accepted by the parties in dispute.

§5

Jurisdiction

The court competent to settle disputes is the court competent for the location of the Cluster Leader.

§6

Applicable law

Polish law is the only applicable to dispute resolution.

§7

Final Provisions

1. The Agreement is concluded for an indefinite period.
2. Any changes to the Agreement require a written form, otherwise considered invalid.
3. Aside from the Agreement, each Cluster Member has the right to individually apply for co-financing of its own projects, and the Agreement does not limit the independent activity of the Cluster Members.
4. Subject to the provisions of paragraph 5, each Cluster Member may terminate the Agreement in a written form with a three-month notice period coming into force at the end of the calendar month. The termination should be submitted to the Cluster Office or directly to the Cluster Leader.
5. Termination of the Agreement by a Cluster Member shall not affect the agreements concluded by the Cluster Members within and in connection with the activities of the CK:PAP Cluster, the obligations of the Cluster Member resulting from the implementation of the tasks entrusted to the Cluster Member prior to the termination of the Agreement, and the duty of confidentiality.
6. Information regarding personal data processing is included in Appendix No. 2 to the Agreement.
7. The agreement was prepared in two identical copies, one copy for the Leader and one for the Cluster Member.

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Leader

.....
Cluster Member

Appendix No. 2 to the CK:PAP Cluster Agreement

Information for Cluster Members/persons representing Cluster Members or persons in charge for contact.

The Motor Transport Institute attaches great importance to the accuracy, confidentiality and security of your personal data. The following information describes what personal data the Motor Transport Institute and related entities (hereinafter collectively referred to as: **Motor Transport Institute**) collect from or about you, how they use them and to whom they are made available.

Who is the administrator of your personal data?

Motor Transport Institute with its registered office in Warsaw at 80 Jagiellońska Str., 03–301 Warsaw, The National Court Register: DISTRICT COURT FOR WARSAW COURT OF COMMERCIAL, XVI COMMERCIAL DIVISION, under the number KRS 0000130051, which uses the VAT number: 525-000-83-82, REGON: 000127692, informs that it is the administrator of your personal data provided in the Agreement or made available to us on the basis of it.

If you have any questions regarding the processing of personal data, you can contact us at the address above. In such a case, you should provide your name and surname and address of residence, and in the case of representatives, also indicate the entity on behalf of which this person acts or has acted, in order to correctly identify the data subject and respond to the content of the notification. If we have doubts about your identity, we may ask you to provide additional information.

Contact to the Data Protection Officer

You can contact the data protection officer of the Motor Transport Institute at any time by sending a letter to the following address:

Motor Transport Institute

80 Jagiellońska Str.

03-301 Warsaw

To information:

Data Protection Officer (IOD)

an appropriate letter with the note "IOD" or in electronic form by sending an e-mail to the address iod@invoi.email.

Data source:

We process your personal data because they have been provided to us:

a) by you as a Party to the Agreement or

b) by you as a person acting on behalf of the Contracting Party or

c) by a third party, e.g. your employer or the entity you represent, in connection with the Agreement with us.

Scope of processed data:

In the vast majority of cases, the following categories of data are processed: identification data such as: name, surname, company/entity you represent, function/position, e-mail address or telephone number.

If you are an attorney or a person representing a Party to the Agreement, we also process your PESEL number or identity document details or address data allowing us to identify you as the person authorized to represent the Party.

If you are a Party to the Agreement, data such as: NIP or REGON and the address of the registered office are also processed.

Legal Bases for Processing Personal Data

Your personal data will be processed on the basis of:

- *the Agreement signed by you or the Agreement concluded by the entity you represent or for which you act (Article 6(1)(b) and (f) of the General Data Protection Regulation),*
- *the legal obligation to store documentation resulting from the provisions on accounting and the Tax Ordinance (Article 6(1)(c) and (f) of the GDPR),*
- *legitimate interests of the Motor Transport Institute resulting from the need to correctly identify persons authorized to represent the parties to the Agreement, for the purpose of contacting the person indicated to us, pursuing possible claims of the Motor Transport Institute and in relation to the Motor Transport Institute or defending against these claims and conducting direct marketing of own products and services of the Motor Transport Institute (Article 6(1)(f) of the GDPR).*

Your personal data will be processed for the purpose of concluding and performing the Agreement, making financial settlements, in order to archive documentation related to the conclusion of the Agreement and for possible claims of the Motor Transport Institute and in relation to the Motor Transport Institute, and for the purposes of direct marketing of own products and services.

Your data will not be subject to automated decision making, including profiling.

Transferring your personal data to other entities

Your personal data may be transferred to entities authorized under the law, entities providing advisory and auditing services, law firms, in connection with the provision of support by these entities for the current activities of the Administrator, software suppliers and service technicians, companies providing postal or courier services. Each time we will ensure that the scope of information disclosed to these entities is adequate and necessary to achieve the assumed goals. Personal data may also be transferred to third parties on the basis of an agreement concluded with these entities to entrust the processing of personal data based on the so-called Standard Contractual Clauses. In the event of a possible disclosure of data to third parties, we will always oblige these entities to maintain the security of your data and

its confidentiality and not to disclose it to other unauthorized entities, and these entities will comply with our security standards, giving adequate guarantees of meeting the requirements of the GDPR. More information can be obtained in the Privacy Policy of the Motor Transport Institute available at <https://www.its.waw.pl/>.

GDPR's data retention periods

Your data will be processed for the period necessary to perform the Agreement and for the period of limitation of claims arising from the provisions of law vested in the Motor Transport Institute and in relation to the Motor Transport Institute due to the necessity to achieve the objectives resulting from the legitimate interests of the Motor Transport Institute.

For the purposes of marketing goods and services offered by the Motor Transport Institute, we will store your data until you raise an objection or terminate the Agreement.

In addition, we will process your data in order to fulfill the obligation to keep documentation resulting from accounting and the Tax Ordinance. In principle, it will be a period of 5 years, counting from the end of the calendar year in which the tax payment deadline expired.

Contract Rights

Under applicable European Union law, you have the following rights in relation to your personal data, which apply depending on the circumstances: the right to access, rectification, removal, restriction of processing, portability and objection to processing. Most of these rights are not absolute. Below is a detailed explanation of each of rights and how to exercise them. If you submit a request regarding the exercise of a specific right, we will provide you a response within one month, however, if necessary, we have the right to extend this period by another two months. If the response time is delayed, we will notify you within one month of receipt of the request. You can take advantage of your rights by contacting us at iod@invoi.email.

The right to access data: You have the right to ask the Motor Transport Institute for information whether we process your personal data. If so, you have the right to request access to this personal data and the following information: the purpose of the processing; categories of personal data processed; recipients or categories of recipients of your personal data; the expected period of storage of these data, if it is possible to specify it, or the criteria on the basis of which the period of data storage is determined; the right to request correction or removal of your personal data or restriction of their processing; the right to complaint with the relevant supervisory authorities; if the Motor Transport Institute has not received the data from you, you may request any available information on its source; whether, using your data, the Motor Transport Institute makes any automatic decisions that may have legal or other effects that are important for you.

The right to rectification data: You have the right to ask the Motor Transport Institute to correct your personal data if it is incorrect. Considering the purpose of the processing, you have also the right to request that incomplete data be supplemented, for example by sending a supplementary statement to the Motor Transport Institute.

The right to object to the processing of personal data based on the legitimate interests of the Motor Transport Institute: You have the right to object to the processing of your personal data by the Motor Transport Institute on the basis of the legitimate interests of the Motor Transport Institute. The Motor Transport Institute will take into account your objection and stop processing the relevant personal data, unless: (i) there are valid legitimate reasons for processing that override your interests, rights and freedoms; or (ii) Motor Transport Institute must continue to process your personal data for the establishment, execute or defense of a legal claim.

The right to restriction of processing: The right to request restriction of personal data processing by the Motor Transport Institute is granted under the following circumstances: (i) for the time needed by the Motor Transport Institute to verify the accuracy of this data in the event that its accuracy is questioned; (ii) when your data is processed illegally and you do not want to delete it, but only to limit the scope of its use; (iii) when the Motor Transport Institute no longer needs your personal data for processing purposes, but you need them to establish, execute or defend legal claims; (iv) for the time needed by the Motor Transport Institute to verify whether there are valid legitimate reasons for processing data that override your interests, rights and freedoms, when you object to the processing of your personal data on the basis of the legitimate interests of the Motor Transport Institute. If, at your request, the Motor Transport Institute restricts the processing of your personal data, the Motor Transport Institute will keep this data and process it only with your consent; to establish, execute or defend legal claims; to protect the rights of another natural or legal person; in the important public interest of the European Union or a Member State.

The Motor Transport Institute will notify you of the end of the limited processing period.