

COMMISSION AGREEMENT
FOR THE WINNERS OF THE COMPETITION FOR THE INTERNSHIP WITHIN "POLISH SPACE FELLOWSHIP PROGRAM"
[hereinafter "the Internship Agreement"].

NO. /

Concluded on 2022 in Warsaw, between:

- 1) industrial Development Agency JSC with registered office in Warsaw (address: ul. Nowy Świat 6/12, 00-400 Warszawa) entered in the register of entrepreneurs kept by the District Court for the capital city of Warsaw, XII Economic Division of the National Court Register under the numbers KRS 0000037957, NIP 5260300204, REGON 006746410, share capital of PLN 6,216,520,000.00, fully paid-up,
represented by:
..... -,
..... -
hereinafter referred to as the "Internship Organiser",
and
- 2) conducting business activity under the name / registered in the register of entrepreneurs of the National Court Register under the number with the registered office at ul., , NIP....., REGON....., share capital....., fully paid up
represented by:
..... -
hereinafter referred to as the "Internship Host",
and
- 3) Mr./Mrs. domiciled at (postal code) pesel no.,
hereinafter referred to as the "Intern"
hereinafter referred to collectively as the "Parties", and individually as the "Party".

with the following content:

§ 1 Internship

1. Within the meaning of the Internship Agreement, the "Internship" shall be the periodical performance of the tasks by the Intern specified in the internship program in the internship host company and the tasks provided to the Internship Organiser under the Internship Agreement, in accordance with the Rules of the "Polish Space Fellowship Program" Internship Competition, in order to deepen the Intern's knowledge and practical skills (hereinafter the "Competition Rules").
2. The subject of the Internship are the tasks specified in the internship program (hereinafter referred to as the "Internship Programme"), developed by the Internship Host and accepted by the Intern, as well as the tasks performed for the benefit of the Internship Organiser referred to in § 2.2.8-13 of the Internship Agreement.
3. The Intern shall perform the tasks under the supervision of the Internship Supervisor who is an employee or cooperator of the Hosting Party.
4. The place of performance of the Internship is the seat or organisational unit of the Host or another place agreed by the Parties, e.g. the area of the research unit or the place of residence of the Intern.
5. The weekly working hours of the Internship will be a minimum of 20 hours and a maximum of 40 hours.

§ 2 The Intern

1. The Intern declares that:
 - 1) the data presented in his/her application submitted to the Internship Organiser are true and correct;
 - 2) he/she is familiar with the Rules of the "Polish Space Fellowship Program" Internship Competition, accepts its provisions and undertakes to adhere to them;
 - 3) accepts the Internship Program prepared by the Internship Host and undertakes to perform it.
2. The Intern is obliged to:
 - 1) respect the schedule established by the Internship Host to perform the tasks included in the Internship Program;
 - 2) perform the tasks included in the Internship Program conscientiously and diligently, and perform them without faults. In case of any defects in the performed activities, the Intern is obliged to remove them immediately;
 - 3) to comply with the instructions of the Host and the designated Supervisor of the Internship concerning the tasks covered by the Internship Program;
 - 4) to comply with the regulations governing the organization and order of work in force at the workplace of the Host of the Internship, which may be applicable, and in particular with the regulations concerning safety and hygiene at work, fire safety regulations and provisions concerning the confidentiality of information (company secret, professional secrecy);
 - 5) to notify the Internship Organiser without delay of any facts which may affect the inconsistency of the rules or manner of the Internship with the Internship Agreement or the Rules of the Competition
 - 6) to deliver to the Internship Organiser, within 5 working days after the end of each month of the Internship, a receipt in the amount specified in § 6.1 subject to §6.3;
 - 7) to provide the Host of the Internship, within 5 working days after the end of each month of the Internship, with a bill in the amount specified in § 6.2, subject to § 6.3;
 - 8) to deliver to the Internship Organiser, within 5 working days after the end of each month of the Internship, a progress report from the Internship (according to the template provided by the Internship Organiser), confirmed by the Host (indicating the scope of the tasks performed);
 - 9) participate in a survey/evaluation study on the implementation of the Internship;
 - 10) within 30 calendar days of completing the Internship, prepare for the benefit of the Internship Organiser a study/analysis entitled "Evaluation of the potential of the Polish space industry" on the basis of the acquired experience;
 - 11) writing an article/review summarizing the participation in the Internship, within 30 calendar days of completing the Internship;
 - 12) participate in the recording of a promotional material (video) containing the interns' statements summarizing the participation in the Internship. At the same time, the Intern agrees to the dissemination by the Internship Organiser of his/her image recorded in such a recording or its fragments, as well as recorded in any form during the events referred to in 13. 13;
 - 13) participate in events promoting the Internship Competition.
3. Within the framework of the Internship Agreement, The Intern transfers to the Internship Organiser the economic copyright to the results of the works created in connection with the performance of the subject of the Internship Agreement referred to in paragraph 2.8, 2.10 and 2.11), together with the ownership of the copies, upon their transfer to the Internship Organiser. The transfer of economic copyright is covered by the remuneration referred to in § 6.1.
4. The transfer of copyrights to the results of the work referred to in paragraph 3 covers all fields of exploitation known at the time of concluding the Internship Agreement, in particular
 - 1) recording, copying and entering into the memory of computers and computer network servers, exhibition or public presentation, including during seminars and conferences;

2) using in publishing materials and in audio-visual and computer media of all kinds;

3) the right to use them in whole or in part and to combine them with other works, to update them, to translate them into other languages, to change colours, covers, fonts and to make other changes of a technical nature that do not affect their integrity

4) publication and distribution in whole or in part by means of print, wire or wireless vision or sound, by terrestrial station, broadcast via satellite, simultaneous and integral transmission by another radio or television organization, computer transmission (broadband network, Internet) including fixation in RAM memory and authorization to create and broadcast compilations

5) exercising and authorising the exercise of derivative copyrights, disposal and use of derivative works constituting the development of the results of the work created by The Intern or by other entities, at the request of The Internship Organiser, in all fields of exploitation referred to in Article 50 of the Act on Copyright and Related Rights of 4 February 1994, in particular those referred to in this paragraph.

5. If the Internship Host requires so, the Intern is obliged to sign a commitment to keep confidential the information constituting the business secret of the Internship Host (according to the content constituting Attachment No. 1 to the Internship Agreement). The business secret of the Internship Host shall be understood as technical, technological and organisational information of the company or other information of economic value, not disclosed to the public, with respect to which the Internship Host has taken necessary measures to maintain its confidentiality. This does not apply to materials and information for the Internship Organiser which the Intern is obliged to prepare.

6. The Intern undertakes not to disseminate, disclose or use (e.g. for teaching purposes), information concerning the Internship Host, both constituting and not constituting a business secret, the dissemination, disclosure or use of which could in any way damage the reputation or otherwise cause damage to the Internship Host. This does not apply to materials and information for the Internship Organizer which the Intern is obliged to prepare.

7. During the period of the Internship, the Intern shall not create or modify inventive projects or works or other intellectual property rights using property belonging to the Internship Host without obtaining the written consent of the Internship Host. This does not apply to materials and information for the Internship Organiser which the Intern is obliged to prepare.

8. Intellectual property rights to invention projects, works and other objects produced as part of the Internship, subject to paragraphs 3 and 4, are vested in the Internship Host, unless the Internship Host and the Intern agree otherwise with respect to a given object of intellectual property rights. The agreement of the Parties in this matter requires written form under pain of invalidity.

9. In the event that the Hosting Party does not fulfil its obligation to allow the Intern to perform the tasks included in the Internship Program, the Intern may, within the first two weeks of the Internship, notify the Internship Organiser of his/her intention to discontinue the Internship. In such a situation, the Internship Organiser will be entitled to terminate the Internship Agreement with immediate effect.

§ 3 Bank account

1. The Intern authorizes the Internship Organiser to transfer part of the remuneration for the Internship (up to%),

referred to in § 6.1 of the Internship Agreement, to The Intern's bank account numbered kept by

2. The Intern authorises the Host to transfer a part of the remuneration for the Internship (at least%) referred to in § 6 point 2 of the Internship Agreement to the Intern's bank account numbered kept by
3. A change of the bank account number referred to in paragraphs 1 and 2 does not constitute an amendment to the Agreement, but is effected by submitting to The Intern Organiser and the Internship Host written declaration to that effect and becomes effective upon receipt of that declaration by The Intern Organiser and the Host.
4. Should the Internship Organiser and the Internship Host fail to inform the Internship Organiser and the Internship Host of the change of the bank account in the manner specified in this paragraph, all payments made to the bank account last effectively indicated in accordance with the Agreement shall be deemed to have been effectively paid for the order in question.

§ 4 The Internship Host

1. The Internship Host declares that:
 - 1) he/she is familiar with the Regulations of the Contest, accepts its provisions and undertakes to adhere to them;
 - 2) has developed an Internship Program which has been accepted by the Intern.
2. The Internship Host is obliged to:
 - 1) implement the Internship Program accepted by the Intern and organise the Intern's workstation to perform the tasks of the Intern;
 - 2) appoint an Internship Supervisor to supervise the Intern's performance of tasks included in the Internship Program, which will be
 - 3) to train the Intern in the health and safety, fire protection, professional secrecy and work regulations in force at the host company, in particular in the internship position organised for the Intern, to the extent applicable;
 - 4) to cover the costs of organising the position of performing the tasks referred to in paragraph 1, and the costs of medical examinations which The Intern will be obliged to undergo in connection with the Internship, as well as other costs related to the organization of the Internship with the Internship Host;
 - 5) to cover the Intern's insurance costs (other than social insurance), if relevant regulations require it, e.g. in the case of results of unfortunate; accidents
 - 6) to cover travel costs related to the performed tasks;
 - 7) to allow the Intern to perform the tasks included in the Internship Program;
 - 8) to immediately inform the Internship Organiser of any facts which may affect the inconsistency of the rules or manner of the internship with the Internship Agreement or the Regulations of the Competition, in particular to inform the Internship Organiser of the discontinuation of the Intern's duties
 - 9) to provide the Intern with the necessary information and materials to prepare and submit to the Competition Organiser by the Intern, after the end of each month of the Internship, a report on the Internship, within deadlines allowing the Intern to meet the deadlines for submission of reports to the Internship Organiser specified in § 2.2.8;
 - 10) to oblige the Internship Supervisor or another authorised person to confirm the reports on the course of the Internship after the end of each month of the Internship, in time allowing the Intern to submit them to the Internship Organiser within the deadline specified in § 2.2.8;

- 11) to place information in the company's website (if available) that the Internship organized by Industrial Development Agency JSC is conducted in the company or to mark the place of the Internship by placing information (minimum A4 size) that the Internship organized by Industrial Development Agency JSC is conducted in this place together with the logo of the Contest. A. together with the logo of the "Polish Space Fellowship Program" Internship Competition and to submit to the Internship Organiser, through the Intern, together with the first report on the progress of the Internship submitted by the Intern, a printout or photographic documentation confirming such a marking of the place;
- 12) participation in a survey/evaluation.

§ 5 Additional agreements

During the Internship, the Internship Host may conclude additional agreements with the Intern, as long as they do not prevent the Internship from taking place properly. Only the Internship Host will be obliged to pay the remuneration due to the Intern on the basis of such an additional agreement.

§ 6 Remuneration

1. Subject to paragraph 3, the Internship Organiser is obliged to pay the Intern, for the duration of the Internship Agreement, a monthly remuneration in the amount of PLN gross (in words:), including for the transfer of copyrights referred to in § 2 paragraphs 3 and 4, in the amount of PLN gross.
2. Subject to paragraph 3, the Internship Host is obliged to pay The Intern, for the duration of The Internship Agreement, a monthly remuneration in the amount of PLN gross (in words:).
3. The remuneration referred to in paragraphs 1 and 2 will be paid in proportion to the number of hours of the Internship in a given month (rounded up to the nearest whole hour) specified in the interim report on the realisation of the Internship referred to in § 2.2 .8. It is assumed that the full amount of remuneration (100%) specified in paragraphs 1 and 2 is due for completing 40 hours of the Internship in each week of a given month (an average of 8 hours on each working day of the month).
4. The remuneration referred to in paragraphs 1 and 2 will be paid in arrears, within 21 calendar days counting from the day of receipt by the Internship Organiser and the Host of receipts duly issued by the Intern, to the bank accounts indicated by the Intern in the Internship Agreement.
5. If the Internship Agreement is terminated before the end of a given month of the internship in the manner specified in § 2.9 or in § 9, the remuneration for that month of the internship will be proportionally reduced.
6. The Internship Organiser may refuse the payment or demand the return of the remuneration already paid for the Internship in case the Intern:
 - 1) fails to provide the Internship Organiser with a periodic report on the completion of the Internship within 5 working days after the end of a given month of the Internship;
 - 2) violates the provisions of the Competition Regulations;
 - 3) breaches the terms of the Internship Agreement for reasons attributable to him/her;
 - 4) violates legal provisions in connection with the Internship.
7. The Internship Host may refuse to pay or demand the return of the remuneration already paid for the Internship in case the Intern:
 - 1) violates the provisions of the Competition Regulations;
 - 2) breaches the terms of the Internship Agreement for reasons attributable to him/her;
 - 3) violates legal provisions in connection with the Internship.

§ 7 The Internship Organiser

1. In the case of proper performance of the Internship, upon completion of the Internship, the Internship

Organiser, in agreement with the Internship Host, will issue a certificate of completion of the Internship to the Intern.

2. The Internship Organiser is not liable for any damage caused by the Intern as a result of his/her actions or omissions during the Internship, in particular the Internship Organiser is not liable for the Intern's breach of his/her duty to keep information confidential.
3. The Internship Organizer shall not be liable for any damage to the Intern's person or property which may arise in connection with the Internship with the Host.
4. The Internship Organiser is not obliged to cover travel, accommodation and other expenses incurred by the Intern or the Host in connection with the Internship.

§ 8 Duration of the Agreement

The Internship Agreement is concluded for a definite period of time from year until, which is a period of 5 months of the internship.

§ 9 Termination of Agreement

1. An Internship Agreement may be terminated by mutual agreement of the Parties.
2. Each of the Parties to the Internship Agreement may terminate it with two weeks' notice. During the notice period, the Intern is obliged to perform his/her tasks, unless he/she has been released from this obligation by the Internship Host. No remuneration is payable for the time the Intern is released from the obligation to perform tasks during the notice period.
3. The Internship Organiser may terminate the Internship Agreement with immediate effect, in particular in case the Host failed to comply with the obligation to allow the Intern to perform the tasks specified in the Internship Programme and for this reason the Intern, within the first two weeks of the Internship, informed the Internship Organiser of his/her intention to discontinue the Internship, pursuant to § 2.9, as well as in the event of non-performance, improper performance or breach by the Intern or the Internship Host of significant obligations set out in the Internship Agreement or the Competition Regulations. The same shall apply to the breach by the Intern or the Internship Host of other obligations or provisions of law in connection with participation in the Contest or the Internship, in particular by providing false or incomplete data or making false statements.
4. In order to exclude any doubts, the Parties acknowledge that the remuneration payable to the Intern during the period of notice or until the date of termination of the Internship Agreement in case of the release of the Intern from his/her obligation to perform tasks, as well as in case of termination of the Internship Agreement with immediate effect, exhausts his/her claims for damages due to termination (including with immediate effect) of the Internship Agreement by the Internship Organiser or the Host.
5. To eliminate any doubts, the Parties confirm that the provisions of paragraph 4 above constitute a permissible modification of the provisions of Article 746 § 1 of the Civil Code in connection with Article 750 of the Civil Code, and consequently, in the event of termination of the Internship Agreement by either Party, the other Party is not entitled to claims indicated in Article 746 § 1 of the Civil Code. The provisions of paragraph 4 above are without prejudice to Article 746 § 3 of the Civil Code.
6. The Party accepting The Internship may terminate The Internship Agreement with immediate effect
 - 1) in the event of the Intern's culpable:
 - i. violation of the obligations referred to in § 2 (2) points 1 - 4,
 - ii. unjustified non-appearance in the internship site for more than one day,

- iii. commencing performance of duties under The Internship Program in a state indicative of alcohol, drugs or other intoxicants consumption - upon confirmation of such state or refusal to undergo an appropriate examination
 - iv. presentation of false data or information concerning his/her person in the application submitted to the Internship Organiser on the basis of the Competition Regulations or in the Internship Agreement,
 - v. cease to perform his/her obligations resulting from this Internship Agreement;
- 2) for reasons not attributable to the Intern, if the Intern is incapable of performing tasks covered by the Internship Programme for more than 30 calendar days.

§ 10 Character of the Agreement

The Internship Agreement does not have the character of an employment contract and does not create an employment relationship, therefore the Parties undertake not to assert claims resulting from the Internship Agreement in the labour court.

§ 11 Personal Data

Personal data of The Intern included in the Internship Agreement and made available to the Organiser of the Internship by The Intern before its conclusion will be included in the database processed by Industrial Development Agency JSC with its seat in Warsaw, ul. Nowy Świat 6/12, 00-400 Warszawa.

a) The Intern agrees:

- 1) to process the personal data included in the Internship Agreement, as well as the data made available to the Internship Organiser by The Intern and made available to the Internship Host by the Internship Organiser before its conclusion in order to execute the Internship Agreement, including the provision of support, execution of evaluation, control, monitoring and reporting of the Internship by the Internship Organiser and the Internship Host,
- 2) The Internship Organiser is entitled to use the data and the image of the Intern (including its dissemination) also in accordance with the provisions of the Competition Regulations,
- 3) to make personal data (name, surname, e-mail address, telephone number) available to the Association of Polish Space Sector Professionals, ul. Jana Kochanowskiego 15/30, 01-864 Warszawa, in order to conduct the survey referred to in § 2.2.9;

b) The Intern acknowledges that:

- 1) the administrator of the collected personal data is Industrial Development Agency JSC with its seat in Warsaw, at ul. Nowy Świat 6/12, 00-400 Warsaw and the Internship Host in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation - hereinafter: "GDPR"), the controller can be contacted by telephone at (+48) 22 695 36 00, by e-mail at poczta@arp.pl and by letter by sending information to the address: Agencja Rozwoju Przemysłu S.A., ul. Nowy Świat 6/12, 00-400 Warsaw, Centrum Bankowo Finansowe - Entrance "C",
- 2) The scope of the processed personal data includes, in particular: name and surname, e-mail address, telephone, education, professional career to date, address of residence, PESEL or NIP and other data provided in connection with the performance of the Internship Agreement,
- 3) providing the personal data specified in point 7 below is voluntary, but the refusal to provide it results in the impossibility of concluding and performing the Internship Agreement,
- 4) he/she has the right to demand from the data controller access to the personal data, their rectification, erasure or restriction of processing, or to object to their processing, as well as the right to data portability,

- 5) lodging a request for erasure or restriction of processing may result (at the choice of the Internship Organiser) in termination of the Internship Agreement due to the fault of the Intern,
- 6) personal data will not be transferred to a third country or an international organisation within the meaning of GDPR,
- 7) IDA JSC may transfer personal data in accordance with applicable law. IDA JSC may transfer data to entities processing them on behalf of IDA JSC on the basis of agreements on entrustment of personal data processing (e.g. consultants, auditors, IT service providers) and other entities authorized on the basis of applicable regulations (e.g. courts, law enforcement agencies) - on the basis of a request having a legal basis,
- 8) personal data will be processed for a period of five years from the date of completion of the Internship Agreement, unless a longer period of processing is necessary, e.g.: due to archiving obligations, assertion of claims or other generally binding legal provisions,
- 9) In connection with the processing of personal data, the Intern has the right to lodge a complaint to the President of the Office for Personal Data Protection,
- 10) On the basis of the Internship's personal data, the Internship Organiser will not make any automated decisions, including decisions resulting from profiling within the meaning of GDPR.

§ 12 Final provisions

1. Amendments to the Internship Agreement must be made in writing or else they are null and void.
2. Transfer of the receivables of one of the Parties resulting from the Internship Agreement requires the consent of the other Parties expressed in writing under pain of nullity.
3. The delivery addresses of the Parties shall be their addresses as specified in the summary of the Internship Agreement. A Party may indicate its new address for service to the other Parties at least two weeks in advance.
4. Any disputes which may arise in connection with the performance of the Internship Agreement will be submitted to the resolution of competent common courts, with the proviso that any disputes arising in connection with the relationship between the Internship Organiser and the Internship Host, between the Internship Organiser and the Intern will be resolved by a common court having jurisdiction over the seat of the Internship Organiser.
5. If any provision of the Internship Agreement proves to be invalid in whole or in part, the remaining provisions shall remain in force and the Parties undertake, at the request of either of them, to replace the invalid provisions with provisions whose legal force and economic effect will be the closest to the provisions replaced.
6. The Internship Agreement has been drawn up in three identical copies, one for

for each of the Parties.

.....
Internship Host

(signature of person(s) authorised to represent the company

and stamp of the company)

.....
Intern (legible signature)

.....
Internship Organiser

Appendices :

1. Declaration of confidentiality.

Declaration of Confidentiality

1. The Intern is obliged to maintain the confidentiality of the company, both during the term of the Internship Agreement and for three years after its completion. Corporate secrecy covers technical, technological and organisational information of the company or other information of economic value that has not been made public.
2. The Intern undertakes to use any information or data acquired during the performance of tasks covered by the Internship Program solely for the purpose of properly performing his/her obligations under the Internship Agreement.
3. In the event of the termination or expiration of the Internship Agreement, the Intern undertakes to return to the Internship Host all documents and other materials covered by business secrecy which he has developed or received during the duration of the Internship Agreement, no later than the date of termination of the Internship Agreement.

.....
(legible signature of the Intern)