

**Rules and Regulations  
of the Polish Cybersecurity Cluster  
#CyberMadeInPoland**

**PREAMBLE**

The mission of the #CyberMadeInPoland Cluster is to create a cooperation and promotion platform for the Polish cybersecurity industry. To shape and develop secure cyberspace in Poland and promote Polish companies abroad, the Cluster also has as its aim to stimulate the collaboration with academic institutions, public administration entities, business support organisations, international corporations, industry and trade chambers, and other partners.

**CHAPTER 1**

**SUBSTANTIVE REMIT OF CLUSTER ACTIVITY**

**§ 1**

**Strategic Objectives**

The strategic objective of the Polish Cybersecurity Cluster #CyberMadeInPoland (hereinafter referred to as “Cluster”) in its operation is to create an effective cooperation system for Cluster Members that leads to their dynamic growth, increase in market competitiveness, and improvement in their effectiveness, in particular via:

1. Market education:
  - a) building trust and recognisability of Polish brands on the cybersecurity market,
  - b) spreading the awareness of cybersecurity challenges among the Polish audience,
  - c) instructing the public sector, including Local Government Units,
  - d) monitoring the dynamics of Poland’s cybersecurity market.
2. Cooperation with regard to certification and regulation of the cybersecurity market:
  - a) fostering the development of Polish certification system components;
  - b) fostering the creation of pro-development public policies for the cybersecurity sector;
  - c) standardising the security requirements vis-à-vis particular sectors of the economy;

- d) promoting measures to help and support Small and Medium-Sized Enterprises (SMEs) and startups in certification processes.
- 3. Cooperation in terms of foreign expansion:
  - a) building the #CyberMadeInPoland brand across foreign markets,
  - b) fostering Polish economic diplomacy for the cybersecurity industry,
  - c) fostering strategy-making for SMEs and startups to enter foreign markets.
- 4. Cooperation in terms of fundraising, including:
  - a) building public-private partnership (PPP) for cybersecurity,
  - b) acquisition of funding and investment within the available funds, including in particular:
    - i. European Union funds,
    - ii. domestic public programmes,
    - iii. private funding, high-risk investment included (CVC, VC).
- 5. Stimulating the development of Polish cybersecurity solutions.

## § 2

### Specific Objectives

Specific aims and action categories for the Cluster are:

- 1. Cluster Members' cooperation with respect to reaching particular customer segments in the Polish market.
- 2. Cluster Members' cooperation with respect to reaching customers and sales channels in foreign markets.
- 3. Participation in cybersecurity Cooperation Programmes set up by Polish public administration bodies.
- 4. Running trade missions in selected foreign markets.
- 5. Monitoring and joint bidding in public procurement processes.
- 6. Support for setting up consortia by all or selected Cluster Members to be eligible to apply for domestic and European funding, including such frameworks as the Digital Europe, Horizon Europe, European Regional Development Fund, and Cohesion Fund, available while the Cluster operates.

## § 3

### Development Projects

- 1. Members may pursue Development Projects as part of the Cluster.
- 2. Development Projects carried out as part of Cluster cooperation must be in keeping with the Cluster's mission.

3. Creating and implementing Development Projects together with entities that are not Cluster Members is allowed.
4. Development Projects may be accompanied by graphic marks of the Cluster that are meant to identify Development Projects.
5. Carrying out Development Projects as part of the Cluster must respect the provisions of Cluster Rules and Regulations.
6. Development Projects are carried out pursuant to separate bilateral or multilateral agreements.
7. The agreements mentioned in Subsection 6 above should contain at least the:
  - a) description of Development Project subject,
  - b) reference to entering into the agreement as part of Cluster activity,
  - c) name of the Development Project coordinating entity,
  - d) description of services rendered by each party to the agreement,
  - e) description of rights and obligations of parties to the agreement,
  - f) arrangement of the remuneration for parties or the rules for the way in which they would derive profits from the results of the Development Project,
  - g) specification for the scope of protection regarding intellectual property rights to the results of the Development Project,
  - h) specification for non-disclosure rules.
8. The parties to the agreements mentioned in Subsection 6 are solely accountable for the said agreements.
9. Development Projects must, before they are carried out, be accepted by the Cluster coordinator, because of such reasons as the possibility of using the Cluster's name and visual identification in Development Projects.

## **CHAPTER II**

### **GENERAL CONSIDERATIONS**

#### **§ 4**

##### **Subject of Rules and Regulations**

1. The Rules and Regulations determine the general remit and principles of the Parties' cooperation within the Cluster.
2. Detailed cooperation rules between the Parties within the Cluster will be developed and formulated as part of relevant documents such as agreements,

resolutions, rules and regulations, forms, rules of cooperation, accession declarations and suchlike.

3. The Cluster is formed by the Cluster Coordinator and all entities which jointly or separately agreed to and signed the Cluster Rules and Regulations, signed and submitted the Accession Declaration, and have been accepted in the number of Cluster Members.

## **§ 5**

### **Name**

1. The full name of the Cluster reads: Polski Klaster Cyberbezpieczeństwa #CyberMadeInPoland.
2. The full name of the Cluster in English reads: Polish Cybersecurity Cluster #CyberMadeInPoland.
3. The Cluster may make use of its shortened name: #CyberMadeInPoland.

## **§ 6**

### **Legal Personality**

1. Polish Cybersecurity Cluster #CyberMadeInPoland has no legal personality and its nature is not that of a civil law partnership.
2. In no way does Cluster interfere with the Cluster Members legal form or activity scope.

## **§ 7**

### **Region of Activity**

The region of activity for the Cluster covers the territory of the Republic of Poland and foreign territories.

## **§ 8**

### **Cluster Duration**

The Cluster is established for an unlimited time.

## **§ 9**

### **Seat**

1. The seat of the Cluster is under the aegis of Cluster Coordinator, the company Polish Cybersecurity Cluster CyberMadeInPoland Sp. z o.o., located at the address: ul. Wilhelma Feldmana nr (no.) 4, lok. (suite) 9-10, 31-130 Kraków.
2. The venue where updates and information related to Cluster functioning is published is its website: [www.cybermadeinpoland.pl](http://www.cybermadeinpoland.pl).

## **CHAPTER III MEMBERSHIP**

### **§ 10**

#### **Cluster Members**

1. The Cluster is open to any and all interested parties and its Membership is based on a voluntary decision and the will to cooperate.
2. A Cluster Member receives the status of a Founding Member or an Ordinary Member.
3. The entities which sign the Cluster Rules and Regulations along with the Accession Declaration before 1 September 2020 receive the status of a Founding Member.
4. The entities which join the Cluster after 1 September 2020 receive the status of an Ordinary Member.
5. The following may become Cluster Members:
  - a) natural persons possessing Polish citizenship, self-employed as sole traders or conducting activity in civil law partnerships ,
  - b) Polish legal persons,
  - c) Polish organisational units without legal personality, accorded legal capacity by the relevant Act:
    - conducting economic activity related to cybersecurity industry, with their main company office in Poland and majority of shares owned by Polish capital,
  - d) Polish scholarly bodies.
6. The entity receives the status of Cluster Member after it accepts the content of Cluster Rules and Regulations, signs and submits Accession Declaration, and has it accepted by Cluster Coordinator.
7. Each Cluster Member retains its or their economic independence. Each Cluster Member is autonomous and independent in deciding on projects carried out in the Cluster structure or outside it.
8. The Cluster Member status is accorded indefinitely, with the exception of Subsections 9 and 11.
9. The Cluster Member status expires upon at least one of the grounds listed below occurring:

- a) due to an express termination drawn up in writing, null and void otherwise, submitted to the Cluster Coordinator by the Cluster Member with one month's notice,
  - b) due to non-acceptance of the changes in Cluster Rules and Regulations by the Cluster Member,
  - c) due to non-payment of the annual fee or the membership fee payable when joining,
  - d) owing to the Cluster Member breaching the terms of Cluster Rules and Regulations,
  - e) the Cluster Member's liquidation or death.
10. The Cluster Member status expiry is certified by the Cluster Coordinator in the form of a resolution in writing.
11. Expulsion of a Cluster Member may occur following a motion in writing including a rationale, submitted to the Cluster Coordinator and signed by at least ½ (50%) of Cluster Members. Expulsion of a Cluster Member occurs in the form of a Cluster Coordinator resolution and requires the assent of at least ½ (50%) of Cluster Council Members. The vote on expelling a Cluster Member is taken by secret ballot. Having perused the motion rationale and having been given the assent described in the previous sentence, the Cluster Coordinator approves the relevant resolution on the expulsion of the Cluster Member or rejection of the motion to expel a Cluster Member. The resolution is served on the Cluster Member to which it applies.
12. The Cluster Member whose status has expired as certified by the Cluster Coordinator in accordance with Subsection 9 or that has been confirmed to be expelled by resolution in accordance with Subsection 11 retains the right to appeal against the resolution by lodging the appeal in writing to the Cluster Coordinator within 14 days from being served the Cluster Coordinator resolution. The Coordinator is obliged to call promptly a Cluster Council meeting which will within 14 days hear the appeal lodged and take the final decision by the ½ majority of all Cluster Council Members.

## § 11

### **Cluster Member rights and obligations**

1. A Cluster Member has the right to:
  - a) participate in Cluster activities,

- b) take part in Cluster Council work via a representative and vote on resolutions tabled in the Cluster Council,
  - c) use the Cluster achievements and other forms of its activity upon Cluster Coordinator's consent,
  - d) take part in sessions, lectures, and events held by the Cluster,
  - e) put forward the motions regarding Cluster activity scope,
  - f) make use of internal Cluster publications,
  - g) use in its or their activity the graphic signs of the Cluster aimed to identify Cluster Members and make use of the descriptor "A Member of the Polish Cybersecurity Cluster #CyberMadeInPoland".
2. A Cluster Member has the obligation to:
- a) take active part in Cluster activities and pursue its objectives,
  - b) observe the Cluster Rules and Regulations and the Accession Declaration,
  - c) act to increase the status of the Cluster and improve its recognisability and reach of activity,
  - d) take delivery of correspondence sent by the Cluster Coordinator by means of any information channel itemised by the Cluster Member,
  - e) notify the Coordinator of any change to the address of its seat, any change of the legal form it has adopted, any merger or acquisition by another entity, any change as to the contact person or details of the contact person,
  - f) settle the annual membership fee.

## **§ 12**

### **Cluster Partners**

1. Public entities, institutions, and organisations can become Cluster Partners, including: investment funds, international corporations, research and development units, business environment institutions, public and non-public universities and colleges, chambers of commerce and trade associations, secondary schools, and other interested parties which operate in line with the substantive remit of the Cluster.
2. An entity acquires the Cluster Partner status once it accepts the content of the Cluster Rules and Regulations, signs and submits the Cooperation Declaration, and has it accepted by the Cluster Coordinator.
3. The Cluster Partner operates as part of the Cluster framework or cooperates with the Cluster Coordinator to implement actions discussed in § 1 and § 2 of the Cluster Rules and Regulations.

4. The Cluster Partner status is granted indefinitely, subject to Subsections 6 and 7.
5. The Cluster Partner status expires upon at least one of the grounds listed below occurring:
  - a) due to an express termination drawn up in writing, null and void otherwise, submitted to the Cluster Coordinator by the Partner with one month's notice,
  - b) owing to the Partner breaching the terms of Cluster Rules and Regulations,
  - c) upon the Partner's liquidation or death.
- a) in the case of the termination drawn up by the Cluster Coordinator, wherein the Coordinator indicates the Partner's actions that do not conform to the general or specific goals of the Cluster.
6. The Cluster Partner status expiry is certified by the Cluster Coordinator in the form of a resolution in writing.
7. The expulsion of a Partner may occur upon the Cluster Coordinator decision in the form of a Cluster Coordinator resolution. The resolution is served on the Partner to which it applies.
8. The expulsion of a Partner may also occur following a motion in writing including a rationale, submitted to the Cluster Coordinator and signed by at least three Cluster Members. Having perused the motion rationale, the Cluster Coordinator makes the relevant decision. The expulsion of the Partner occurs in the form of a Cluster Coordinator resolution. The resolution is served on the Partner to which it applies.

### **§ 13**

#### **Cluster Activity Financing**

1. Cluster operation can be financed from European funds, domestic funds, and other public and private funds, or from Cluster Members' own means.
2. Detailed rules of financing particular projects, especially the share of costs in a project and the scope of particular Cluster Members' tasks as they participate in a given project will be determined in a separate agreement that determines detailed rules of project implementation, signed by the project participants prior to the project launch. The sample agreement for the Cluster's purposes will be prepared by the Cluster Coordinator.

3. Membership in the Cluster requires paying the membership fee by the Cluster Member in the form of an annual payment settled in advance for each contractual year, beginning on 1 September of each calendar year.
4. The Cluster Coordinator determines by fiat the value of the annual membership fee for the first year of Cluster activity (2020/2021) to be 4,000 Polish zlotys net.
5. The amount of the annual membership fee for the subsequent years of Cluster activity can be changed at the Coordinator's request by a Cluster Council resolution approved by an absolute majority of votes cast.
6. In the event of more than entity from the same corporate group joining, a 50% membership fee discount is applied to the second and every subsequent entity.
7. The annual fee relates to the contractual year and is charged at the start of September.
8. The membership fee paid for the first time by the Cluster Member whose membership acceptance took place after:
  - a) 30 November of a given year – is discounted by 25%,
  - b) 28 February of a given year – is discounted by 50%,
  - c) 31 May of a given year – is discounted by 75%.
9. The membership fee paid for the first time goes into the bank account of the Cluster Coordinator after the Cluster Member has received the VAT invoice issued by the Cluster Coordinator, within 14 days of its delivery.
10. The annual fee for each calendar year of membership is paid into the bank account of the Cluster Coordinator until 14 September of each year pursuant to the VAT invoice issued by the Cluster Coordinator.
11. In the event of Cluster Member status expiry, neither its annual fee nor membership fee paid for the first time, as specified in Subsection 7, are reimbursed.
12. The means obtained from membership fees will be devoted to pursuing the Cluster's strategic goals and specific goals as described in the Preamble, § 1 and § 2 of its Rules and Regulations, and to covering the administrative and operational Cluster activity-related costs and website maintenance costs.

## **CHAPTER IV CLUSTER BODIES**

### **Cluster Bodies**

1. The Cluster is an undertaking which operates as a nexus of mutual cooperation agreements between Cluster Members and Cluster Coordinator.
2. As part of the Cluster, the following bodies function:
  - a) Cluster Coordinator,
  - b) Cluster Council.

### **§ 15**

#### **Cluster Coordinator**

1. The Cluster Coordinator is the limited liability company Polski Klaster Cyberbezpieczeństwa CyberMadeInPoland sp. z o.o. with its seat in Kraków, ul. Wilhelma Feldmana 4/9-10, 31-130 Kraków, entered into the Register of Entrepreneurs by the District Court for Kraków-Śródmieście in Kraków, XI Commercial Division of the National Court Register, under the numbers: KRS 0000854192, NIP 6762583919, REGON 386754317.
2. The Cluster Coordinator is the Cluster's governing body and its external representative.
3. The Cluster Coordinator competences include but are not limited to:
  - a) organisational and administrative services for Cluster,
  - b) representation of Cluster members to third parties, signing cooperation agreements with regard to the Cluster activity scope included, without the right to incur financial liabilities unless in possession of the relevant authorisation given by a Cluster Member,
  - c) preparing projects submitted for co-funding with public (domestic and European Union) resources,
  - d) cooperation with Cluster Members as part of Development Projects,
  - e) handling projects pursued as part of the co-funding agreement,
  - f) project implementation monitoring,
  - g) Cluster website managing,
  - h) pursuing initiatives designated in the Cluster action plan,
  - i) publishing Cluster information material, running conferences, seminars, and educational workshops,
  - j) maintaining the register of Cluster Members,
  - k) providing the infrastructure necessary to conduct basic Cluster activities,
  - l) putting forward new Cluster initiatives and projects,

- m) launching cooperation with networks, clusters, and institutions from other regions on joint endeavours, domestic and international projects, and sustained economic cooperation,
  - n) making decisions in all Cluster-related matters that are not reserved for the Cluster Council, except decisions on financial liabilities.
4. The Cluster Coordinator undertakes the following for Cluster Members:
- a) notifying them of social, economic, and technological trends regarding the sector,
  - b) launching and preparing Development Project outlines,
  - c) energising formal and informal intrasectoral, intersectoral, and business, academic, education, public communities' contacts.

## **§ 16**

### **Cluster Council**

1. The Cluster Council comprises the Cluster Coordinator, Founding Members, and Ordinary Members of the Cluster, among whom each is obliged to appoint one representative, authorised to present the Cluster Member standpoint in the Cluster Council assembly.
2. Each Cluster Member has the right to appoint one representative to the Cluster Council in the Cluster Accession Declaration. The Cluster Member can change its representative in the Cluster Council, the change being null and void unless made in writing or via email, one day before the date set for a Cluster Council meeting at the latest.
3. Cluster Council meetings take place online or in person at least twice a year and are called by the Cluster Coordinator that presides over them. The place, time, and manner of the Cluster Council meeting, and the agenda set, are announced by the Coordinator in a paper or electronic form no later than seven days before the planned Cluster Council meeting. The Cluster Council meeting occasion announcement can also be made by email messages sent seven days before the planned Cluster Council meeting to the email addresses given by the Cluster members. Decisions can also be voted incrementally (via email, on an online platform, by fax).
4. A Cluster Council meeting ends up in the minutes that reflect the course of the meeting, include the key topics broached in the meeting, and all the resolutions adopted therein, with the record of the place and date of the

meeting, the content of the resolutions adopted, and the number of votes for, votes against, and abstentions with regard to each resolution.

5. The Cluster Council, unless these Rules and Regulations provide otherwise, presents its standpoint in the form of resolutions adopted by a simple majority. In the event of equal number of votes, the Cluster Coordinator's standpoint decides the matter.
6. No decision and no Resolution of the Cluster Council can impose or oblige to impose on any of the Cluster Members any civil law commitments or liabilities, financial or property-related in particular, unless all Cluster Members that the liability applies to assent to the above.
7. The Cluster Council tasks include:
  - a) representing the interests of the Cluster Members,
  - b) presenting the Cluster Coordinator with Cluster development directions and strategies, including drawing up a list of key actions to take, endorsed by the Cluster Members,
  - c) overseeing the Cluster activities,
  - d) determining the amount of the membership fee,
  - e) adopting resolutions on expulsion from the Cluster Member ranks,
  - f) passing the Rules and Regulations for Cluster functioning and amending it.

## **CHAPTER V**

### **AMENDMENTS TO THE RULES AND REGULATIONS**

#### **§ 17**

##### **The Rules Amendment Procedures**

1. Cluster Members and the Cluster Coordinator have the right to individually or collectively come up with changes to the Rules and Regulations.
2. The changes proposed ought to be submitted by the Cluster Members to the Cluster Coordinator in writing.
3. The Cluster Coordinator presents the changes to the Rules and Regulations to the Cluster Council if it deems them beneficial and in keeping with the Cluster mission. The Cluster Council adopts the resolution to accept or reject the amendment proposals with the  $\frac{3}{4}$  majority of the votes cast.
4. The text of Rules and Regulations with the changes introduced is promptly sent by the Cluster Coordinator via electronic means to the Cluster Members' email addresses they supplied.

5. At the request of at least  $\frac{1}{3}$  of all Cluster Members opposing the Rules and Regulations amendments resolved by the Cluster Council and submitted within 14 days from the day the project of amended Rules and Regulations was sent by the Cluster Coordinator to the Cluster Members, the Cluster Coordinator is obliged to promptly call the Cluster Council meeting at which the Cluster Council will adopt the resolution to accept or reject the changes proposed in an open vote with the  $\frac{3}{4}$  majority of the votes cast.
6. Once the Cluster Council accepts the Rules and Regulations amendment proposals, the Cluster Coordinator draws up the consolidated text with the changes made and sends it via electronic means to the Cluster Members' email addresses they supplied.
7. Any Cluster Member has the right to submit a statement on rejecting the Rules and Regulations amendments within 14 days from the day the Member was notified of the new wording, thus causing the Member's immediate expiry of the Cluster membership.

## **§ 18**

### **Rules and Regulations Availability**

The current version of the Rules and Regulations is available on the Cluster website: [www.cybermadeinpoland.pl](http://www.cybermadeinpoland.pl).

## **CHAPTER VI ACCOUNTABILITY**

### **§ 19**

#### **The accountability rules for liabilities**

1. Cluster Members are accountable for any and all liabilities arising from the implementation of Cluster Rules and Regulations provisions and its activities.
2. Each Cluster Member remains solely accountable on its or their own for discharging the contractual duties it or they concluded in relation to the Cluster activities.
3. If a conflict of interests arises between Cluster Members as regards the activity they pursue, the parties will carry on the tasks they aim to fulfil in a way that is autonomous, independent, and that they are fully responsible for.

4. Resigning or expulsion from the membership in the Cluster does not result in the termination of agreements concluded by the Cluster Member as part of and in relation to the Cluster activities.

## **CHAPTER VII INTELLECTUAL PROPERTY**

### **§ 20**

#### **Intellectual Property Rights Protection**

1. Intellectual property rights to the derivative works produced and shared by the Cluster Coordinator for the Cluster Members, no matter their form, remain with their creators.
2. Intellectual property rights to the derivative works produced and shared by Cluster Members for the Cluster Members or Cluster Coordinator, no matter their form, remain with their creators.
3. Intellectual property rights to the findings of workshop and other group activities pursued within Cluster remain with the entities participating in a given activity.
4. Intellectual property rights related to the Development Projects are subject to regulations from separate agreements.

## **CHAPTER VIII CONFIDENTIALITY AND INFORMATION SHARING**

### **§ 21**

#### **Confidentiality Rules**

1. The Cluster Coordinator is accountable for protecting the confidential information at its disposal on the Cluster Members and the activities they pursue, trusted to it by the Cluster Members or third parties, especially their trade secrets, to the extent that divulging such information could harm their interests or that the obligation to keep the secret arises from the regulations in force.
2. The Cluster Coordinator ensure the information understood as confidential, conveyed by the Cluster members, remains protected from being divulged to any unauthorised persons.

3. The Cluster Coordinator and Members remain individually accountable for the confidentiality breaches that are their fault, as circumscribed by the law.
4. The duty of confidentiality binds every Cluster Member for the period of 10 years past its or their Cluster membership ending.
5. In the event of cooperation between Cluster Members resulting in an exchange of confidential information, relevant detailed bilateral or multilateral confidentiality agreements can be concluded between the said parties.

## **CHAPTER IX**

### **PERSONAL DATA PROCESSING DETAILS – INFORMATION CLAUSE**

#### **§ 22**

##### **Members' Personal Data Processing**

1. Pursuant to Art. 13 Paras 1 and 2 of the General Data Protection Regulation of 27 April 2016 (O J EU L.2016.119.1 of 2016.05.04), hereinafter GDPR, we inform you that:
  - a) the Controller of the personal data collected and processed for the purposes of Polish Cybersecurity Cluster #CyberMadeInPoland activities is the Cluster Coordinator – Polski Klaster Cyberbezpieczeństwa CyberMadeInPoland sp. z o.o. with its seat in Kraków, ul. Wilhelma Feldmana 4/9-10, 31-130 Kraków, entered into the Register of Entrepreneurs by the District Court for Kraków-Śródmieście in Kraków, XI Commercial Division of the National Court Register, under the numbers: KRS 0000854192, NIP 6762583919, REGON 386754317,
  - b) the participants' personal data will be processed for the purposes of Polish Cybersecurity Cluster #CyberMadeInPoland activities,
  - c) provision of personal data for the purposes of Cluster activities is a condition for acquiring the Polish Cybersecurity Cluster #CyberMadeInPoland Member status,
  - d) Cluster Members have the right to access the content of their data, the right to correct, erase, restrict the processing of the data, and the right to data portability,
  - e) Cluster Members have the right to lodge a complaint to a supervisory authority should they deem the processing of their data to be in breach of the GDPR provisions,
  - f) provision of personal data by Cluster Members is voluntary,

- g) Cluster Members' personal data will be processed until the moment the consent is revoked,
  - h) Cluster Members' personal data will not be used for automated decision-making about the Members, including profiling,
  - i) the data will not be transferred to other entities, except the entities with which Polish Cybersecurity Cluster #CyberMadeInPoland has signed an agreement for carrying out within the Cluster the actions related to its mission and except the entities given the authority under legal regulations,
  - j) personal data will not be transferred outside the European Economic Area or to other international organisations.
2. In order to facilitate the cooperation, the Cluster Coordinator sets up an electronic database which contains publicly available information on Cluster Members, in particular: the name, the organisational structure, the share capital, the registration numbers, the business type.
  3. Submitting the Accession Declaration is considered tantamount to the acceptance of freely available thematic data being published in the database referred to in Subsection 2.

## **CHAPTER X FINAL PROVISIONS**

### **§ 23**

#### **Dispute Resolution Rules**

1. In the event of disputes arising in relation to Cluster activities, Cluster Members and Coordinator undertake to strive to solve them amicably in good faith.
2. Amicable dispute resolution can be conducted by way of negotiation or mediation involving an impartial mediator accepted by the entities engaged in the dispute.
3. In the event of Cluster Members or Coordinator being unable to solve the dispute amicably, the competent court of jurisdiction for settling any disputes arising from or related to the Membership in the Cluster among or between the Cluster Members or Cluster Coordinator is the court of jurisdiction for the Coordinator's seat, unless it follows otherwise from mandatory legal regulations.

## **§ 24**

### **Applicable Law**

1. The law applicable to solving any disputes arising from or related to the Membership in the Cluster among or between the Cluster Members or Cluster Coordinator is the law of Poland.
2. The matters not provided for by the Rules and Regulations are regulated by the provisions of the relevant Acts. The Cluster activities are carried out under the Civil Code provisions.