



**Attachment no. 4 to the Enquiry for quotations no. 13/2018/AI dated 08.06.2018**

**CONTRACT No. UT/AI/2018/...**

concluded on ..... in Konstancin Łódzki between:

**Research and Innovation Centre Pro-Akademia**, inscribed to the register of associations by the District Court for Łódź-Śródmieście in Łódź, 20<sup>th</sup> Economic Section of the National Court Register with the KRS reg. No. 0000171789, NIP VAT no.: 7281919068, REGON: 471342017, 95-050 Konstancin Łódzki, ul. Innowacyjna 9/11, represented by: **Dr. Ewa Kochanska, President**, hereinafter called as the **Contracting Party**

and  
....., based at .....  
..... registered at ....., court register no.: ....., VAT no.:  
....., represented by: ..... - .....,  
hereinafter called as the **Contractor**

**Preamble**

1. The Contracting Party declares that it executes the task called "Creation of the English versions of the Acta Innovations articles", **financed by an agreement 605/P-DUN/2018, from the resources of Polish Minister of Science and Higher Education**, hereinafter called as "the Action".
2. The contract has been made after proceeding the Enquiry for quotations no. 13/2018/AI in order to award a contract in the field of research accordingly to the regulations of art. 70<sup>1</sup> – 70<sup>5</sup> of the Polish Civil Code act, dated 23 April 1964 and after the selection of the Contractor, whose quotation had been found the best. The Enquiry for quotations no. 13/2018/AI, together with Contractor's quotation are attachments to this Contract.
3. The Contractor declares that he/she will do his/her best effort and will provide a proper cooperation during the execution of this contract, in order to complete the Action by the Contracting Party and in accordance with applicable regulations, especially with the conditions of the act on the principles of financing the research.

**§ 1 The subject of the contract**

1. The Contractor obliges himself/herself to a constant execution for the Contracting Party, during the time of effectiveness of this Contract, of a grammar and style proofreading service of the scientific articles in English, sent for proofreading by the Contracting Party since the day of signing this Contract until 31 December 2019.
2. The Contractor obliges himself/herself to complete a service of proofreading each time in 5 working days since the day of delivery of the given scientific paper by the Contracting Party.
3. Every time after every completed proofreading service the Contractor is obliged to deliver to the Contracting Party a document containing the completed proofreading – either directly to the Contracting Party's Warsaw office: Warszawa, ul. Nowowiejska 21/25 or by means of an e-mail to the address: [andrzej.klimek@proakademia.eu](mailto:andrzej.klimek@proakademia.eu), whereby in case of delivering the proofreading by means of an e-mail the document should be saved in the.doc or .docx format.

**§ 2 Conditions of service**

1. The Contractor is obliged to provide the services being the subject of this Contract with maintaining the highest diligence and tidiness and within deadlines described in § 1 sec. 2 of this Contract, for each Contracting Party's commission made since the day of signing this Contract until 31 December 2019.
2. Each time of delivering of the proofread document to the Contracting Party, the Contractor transfers to the Contracting Party proprietary copyrights to the completed proofreading at the entire extent and without temporary and/or territorial limitations, in every fields of exploitation known in a moment of signing the contract, with an emphasis on the following fields of exploitation:
  - a) in scope of recording and multiplying the proofreading – manufacturing the proofreading in specific



- techniques, including techniques of printing, reprographic, magnetic recording or digital technique.
- b) in scope of trading the original or copies on which proofreading has been recorded – introducing into trade, loan or rent of the original or copies,
  - c) in scope of disseminating the proofreading in a different way than described in lett. b) above – public performance, exhibition, projection, playing, broadcasting and re-broadcasting, as well as public sharing of the proofreading in such a way that everybody could have an access to it in a place and time chosen by him or her.
3. For the contacts concerning the matters involved in completing the services being the subject of the contract the following persons are assigned:
- a) On side of the Contracting Party: Andrzej Klimek, Tel.: 505 275 212, email: andrzej.klimek@proakademia.eu
  - b) On side of the Contractor: ....., Tel.: ....., email: .....

### **§ 3 Remuneration**

1. For a correct and timely execution of the subject of this Contract, the Contractor is granted with the remuneration which amount is a... product of the amount of ..... zł (in words – zlotys: .....)
2. The remuneration will be paid each time after completing the given proofreading, at latest 10 working days after delivering by the Contractor to the Contracting Party of an invoice correctly prepared or of another document being a base for paying the remuneration.
3. A base for preparing the invoice or another document being a base for paying the remuneration will be the protocol of reception, which is an attachment no. 1 to this contract.
4. The protocol of reception will be prepared by the Contracting Party each time after completion of a single commission by the Contractor.
5. The remuneration described in sec. 1 is a remuneration including all the activities necessary for the proper execution of the contract's subject.
6. The remuneration will be paid only for proofreads actually completed.
7. The Contractor has been informed about financing of the remuneration from the resources of Polish Ministry of Science and Higher Education.

### **§ 4 Conditions of revoking the contract**

In case of a critical violation of this contract's conclusions by the Contractor, especially of failing to commence the completion of the duties resulting from this contract or delivering to the Contracting Party the proofreading containing errors three times, the Contracting Party obtains a right to revoke this contract in 14 days, starting from the day of finding a given violation. In case of revoking the contract due to the reasons described in previous sentence, the Contracting Party will charge the Contractor with stipulated penalties, whose amounts are described in § 6 of this contract.

### **§ 5 Confidentiality**

1. Both sides oblige themselves to retain in confidentiality all the information obtained from the Contracting Party or the Contractor, concerning their activity and/or the Action, and not to share them with third parties, excluding cases when the opposite side allows to reveal the information in a written form or when the duty of revealing it would be mandatory due to applicable law.
2. Both sides oblige themselves to retain in confidentiality all the information obtained in a consequence of executing the Contract and to make actions intending to retain the confidentiality of the documents and information.



#### **§ 6 Stipulated penalties**

1. In case of a delay in completing the commission, the Contracting Party will charge the Contractor with a stipulated penalty of the amount equal to 0,5% of the amount of a single commission for each day of the delay.
2. In case of revoking the execution of the contract due to the reasons lying within the Contractor's responsibility, the Contracting Party will charge the Contractor with the stipulated penalty of the amount equal to 10% of the gross remuneration per one page described in § 3 of this contract multiplied by the number of pages covered by the contract.
3. In case of improper execution of a service or services covered by the subject of the contract, the Contractor obliges him-/herself to pay the Contracting Party a stipulated penalty of the amount equal to 1% of the gross remuneration per one page described in § 3 of this contract multiplied by the number of pages covered by the contract.
4. Stipulated penalties are subject to be cumulated while charging the Contractor with a stipulated penalty does not disallow the Contracting Party from demanding the reparation a damage suffered in its full amount.

#### **§ 7 Final stipulations**

1. The Contracting Party reserves itself a right to withdraw from the contract with an advance of two weeks. In case of the Contracting Party's withdrawal from the contract, the Contracting Party will cover the costs of the work actually made by the Contractor.
2. None of the sides is allowed to transfer to a third party the rights resulting from this contract without a previous written permission from the opposite side.
3. In cases not regulated by the stipulations of this contract Polish Civil Code rules apply.
4. All the disputes arose between both sides, related with the fact of signing or executing this contract, will be settled exclusively by the common court, territorially appropriate for the Contracting Party.
5. Any modification in the contract demands for its validity a written form of annex, excluding the modifications in the attachments. The declaration of revoking or terminating the agreement also demands a written form for its validity.
6. Modifications in the attachments demand a written form for their validity.
7. The contract has been made in two identical counterparts, one for each side.
8. The working day is defined as a weekday from Monday to Friday between 9AM and 5PM, excluding bank holidays in those days.
9. The Contracting Party reserves itself a right to modify the contract's content in case of occurring such circumstances that are resulting with the necessity of making changes and that were unable to be predicted in the moment of signing the contract and they are beneficial for the Contracting Party, whereby these changes are not allowed to affect the amount of the remuneration owing to the Contractor.

Attachments to the contract:

1. Template of the reception's protocol
2. RIC Pro-Akademia's enquiry for quotations no. 13/2018/AI with the quotation submitted by the Contractor

The Contracting Party

The Contractor

.....

.....



Ministerstwo Nauki  
i Szkolnictwa Wyższego



Concerns the contract no. UT/AI/2018/...

### PROTOCOL OF RECEIVING THE SERVICE

**The Contracting Party:**

Research and Innovation Centre Pro-Akademia  
95-050 Konstancin Łódzki  
ul. Innowacyjna 9/11

**The Contractor:**

<b>Reception's object</b>	Grammar and style proofreading of the scientific articles made by a native speaker
<b>Amount of the scientific articles subject to be proofread</b>	.....
<b>Number of standard typewritten pages (1800 characters of the reference text, including spaces)</b>	.....
<b>Eligible sum to be paid to the Contractor</b>	
<b>Date and place of the service reception</b>	

Notes:

1. The reception's object has been/has not been completed in accordance with the contract.
2. The protocol has been made in two identical counterparts, one for each side.

Other notes: .....

Forwarding side<sup>1</sup>:

Receiving side:

.....

.....

.....

<sup>1</sup> The signature is to be made by the person eligible for representing the Contractor and the native speaker completing the commission