

The project is co-funded by the National Centre for Research and Development in the frame of M –ERA NET

Attachment no. 3 to REQUEST FOR TENDER no. 33/2019/BioElectroCathode of 28.05.2019

CONTRACT NO /2019/ BioElectroCathode

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, 20th 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: **Iwona Adamkiewicz, Vice 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 contract has been made after proceeding the Request for Tender no 33/2019/BioElectroCathode on 28.05.2019. The Request for Tender and the Tender Form are attachments to this Contract.
2. 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 Contract in accordance with the utmost care and professional diligence
3. The Contracting Party declares that this Agreement is implemented as part of the project Utilization of CO2 through novel BioElectroCathode systems for production of biofuels (CH4 and ethanol) financed by The National Centre for Research and Development in the scope of the Programme M-EraNet accordingly to the agreement no. M-ERA.NET2/2017/3/2018

§ 1 The subject of the contract

1. The Contractor obliges himself/herself to perform of research works as Senior Expert for the Contracting Party, described in detail in the Request for Tender no. 33/2019/BioElectroCathode of 28.05.2019 dated 28.05.2019 (Annex 1), on the conditions specified in the Tender Form (Annex 2) and this Contract.
2. The subject of the contract will be implemented in the period from the date of signing the contract to 31.12.2020.

§ 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 31.12.2020.
2. The Contractor transfers to the Contracting Party proprietary copyrights to the completed reports and any written documents 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

The project is co-funded by the National Centre for Research and Development in the frame of M –ERA NET

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 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:) gross and the amount of hours documented with a Time Sheet.
2. The remuneration will be paid each time after submission by the Contractor the Time Sheet and signing the Protocol by the Contracting Party
3. The remuneration will be paid within 14 days of signing the Protocol.
4. The remuneration described in sec. 1 is a remuneration including all the activities necessary for the proper execution of the contract's subject.
5. The remuneration will be paid only for actually completed tasks.
6. The Contractor has been informed about financing of the remuneration by The National Centre for Research and Development in the scope of the Programme M-EraNet

§ 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, the Contracting Party obtains a right to revoke this contract in 14 days, starting from the day of finding a given violation.

§ 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 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 project is co-funded by the National Centre for Research and Development in the frame of M –ERA NET

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. REQUEST FOR TENDER no. 33/2019/BioElectroCathode of 28.05.2019 a
2. The Offer Form submitted by the Contractor

The Contracting Party

The Contractor

.....

.....