

Attachment no. 3 to the Request for Tender **no. 41/2020/MISCOMAR+ of 13.11.2020**

CONTRACT No.....

concluded on in Konstancinów Łódzki between:

Research and Innovation Centre Pro-Akademia KRS: 0000171789, NIP: 7281919068, REGON: 471342017, 95-050 Konstancinów 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 project "Miscanthus biomass from marginal and polluted areas PLUS".
2. The contract has been made after proceeding the Request for Tender **no. 41/2020/MISCOMAR+ of 13.11.2020** and after the selection of the Contractor, whose offer had been found the best. The Request for Tender **no. 41/2020/MISCOMAR+ of 13.11.2020** together with Contractor's Tender Form are annexes to this Contract.
3. The Contractor declares that he has the necessary knowledge and experience as well as technical potential, and also has a person or persons capable of performing the subject of the Contract. The Contractor undertakes to implement the subject of the Contract with the utmost diligence and professional integrity.

§ 1 The subject of the contract

1. The subject of this Contract is the service of performing gasification tests of biomass (miscanthus) described in detail in the Request for **no. 41/2020/MISCOMAR+ of 13.11.2020** (Annex 1), on the conditions specified in the Tender Form (Annex 2) and this Contract.
2. The Contractor is obliged to provide information on the course of the implementation of the subject of this Contract at every request of the Contracting Party within 3 days. The Contractor is obliged to immediately notify the Contracting Party in any case of the risk of non-performance due to objective reasons that could not have been foreseen at the time of conclusion of this Contract.
3. Each time of delivering data being results of the service to the Contracting Party, the Contractor transfers to the Contracting Party copyrights to the data at the entire extent and without temporary and/or territorial limitations, in every fields of exploitation known in a moment of signing the contract and in particular in the following fields of use:
 - a. in the area of recording and reproduction of translations - production of a specific translation technique, including printing, reprographic, magnetic or digital technique,
 - b. in the scope of trade in the original or in copies where the translation has been recorded - placing on the market, lending or rental of the original or copies,
 - c. in the scope of distributing translation in a way other than specified in point b above - public performance, displaying, reproducing and broadcasting and reemitting, as well as making the translation publicly available in such a way that everyone can have access to it in the place and time chosen by them.

§ 2 The deadline for the implementation of the Contract

The service is planned to start in February 2021 and finished within 4 weeks from the day of starting the first test. 2 weeks before starting date, the Contracting Party will inform the Tenderer about readiness to start implementation of gasification tests. The total duration of the subcontracted work should not exceed 30.04.2021.

§ 3 Remuneration

1. For a correct and timely execution of the subject of this Contract, the Contractor is granted with the

- remuneration which gross amount is PLN (in words:).
2. The remuneration shall be paid to the Contractor on the basis of a correctly issued invoice within 30 days of its delivery to the Contracting Party.
 3. The Contractor is entitled to issue an invoice only on the basis of the final protocol signed by the Parties without any reservations.
 4. The remuneration described in sec. 1 is a remuneration including all the activities necessary for the proper execution of the contract's subject.

§ 4 Confidentiality

1. Both sides oblige themselves to retain in confidentiality, during the term of this Contract, as well as after its expiration or termination, 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, during the term of this Contract, as well as after its expiration or termination, 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.

§ 5 Conditions of revoking the contract

1. In case of a critical violation of this contract's conclusions by the Contractor, in particular in the event of failure to comply with obligations arising from this contract, the Contracting Party obtains a right to revoke this contract within 7 days, starting from the day of finding a given violation.
2. 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.
3. Withdrawal under the preceding paragraph, does not require prior call of the Contractor to perform obligations under the contract, or appoint an additional deadline.

§ 6 Stipulated penalties

1. In case of a delay in completing the subject of the Contract, the Contracting Party may charge the Contractor with a stipulated penalty of the amount equal to 0,2% of the amount of the total remuneration 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 amount of the total remuneration
3. Stipulated penalties are subject to be cumulated.

§ 8 Final stipulations

1. 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.
2. In cases not regulated by the stipulations of this contract Polish Civil Code rules apply.
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.
Any modification in the contract demands for its validity a written form.
3. The contract has been made in two identical counterparts, one for each side. The annexes form an integral part of the contract.
4. The working day is defined as a weekday from Monday to Friday between 9AM and 5PM, excluding bank holidays in those days
5. 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.

The project is co-funded by the National Centre for Research and Development in the frame of Programme ERA-NET FACCE SURPLUS3

Annexes to the Contract:

1. The Request for Tender no. 41/2020/MISCOMAR+ of 13.11.20
2. The Tender Form

The Contracting Party

The Contractor

.....

.....