

Attachment No. 7 to ToR

Major contractual clauses

§ 1

1. The contract pertains to the delivery of services (hereinafter: Service) involving comprehensive development and delivery of a training programme for POLONEZ fellows (hereinafter: Training Programme) by the Contractor to the Contracting Authority in compliance with the Precise Description of the Subject of the Contract (hereinafter: PDSC) laid out in Attachment No. 1 and the Contractor's bid enclosed as Attachment No. 2 (hereinafter: the Bid).
2. The Training Programme is addressed to approx. 102 POLONEZ fellows (hereinafter: Programme Participants), who are incoming researchers from different countries, including persons returning to Poland following a longer stay abroad, and it aims at developing a broad range of competencies useful in research and other areas of life. The Contracting Authority will e-mail the list of all (112) POLONEZ fellows, inclusive of their contact details, to the Contractor on the first business day following the date of signing the contract.
3. The Training Programme will consist of the following forms of support (hereinafter: Forms of Support):
 - a. 21 2-day (priority) workshops;
 - b. 3 networking meetings.
4. The Contracting Authority allows for the possibility of a unilateral extension of the scope of the Service with respect to the scope laid down in clause 1(3) by adding extra Forms of Support which, in any case, will not be more than:
 - a. 14 additional 2-day (optional) workshops,
 - b. 3 additional networking meetings.
5. The Contracting Authority will inform the Contractor of its intent to exercise the option referred to in clause 1(4) by a separate writ/declaration not later than 30 days before the projected date of the additional Form of Support.

§ 2

1. The Contractor will deliver the Service in compliance with the following schedule:
 - a. testing of POLONEZ fellows' knowledge/skills by way of a survey and presenting the survey results to the Contracting Authority within 3 weeks from the date of signing the contract, alongside a list of 10 persons with outstanding experience and skills, recommended for individual coaching processes, organised separately by the Contracting Authority,

- b. allocation of Programme Participants to training groups and the development of a delivery schedule applicable to the Forms of Support (a schedule of workshops and networking meetings), subsequently submitted to the Contracting Authority within 2 weeks from the date of presentation of the survey results, referred to in item (a) above,
- c. delivery of the Training Programme in the period from the date of signing of the contract until the date of completion of the Forms of Support stipulated by this contract, but in any case not later than 31 December 2019,
- d. evaluation of the Training Programme within 30 calendar days from the date of completion of the last Form of Support.

§ 3

1. The Training Programme will be carried out in compliance with the schedule prepared by the Contracting Authority, which:
 - a. will be developed in compliance with PDSC item IX
 - b. will account for the POLONEZ programme specific requirements, in particular the diverse periods of the Programme Participants' stay in Poland,
 - c. will specify the dates and hours, topics and names of persons conducting a specific Form of Support,
2. Workshops and networking meetings are to be held during weekends exclusively, with reservation that Saturday and Sunday are intended as full training days at the Contractor's disposal.
3. The Contracting Authority undertakes to specify the exact venue for the workshops and networking meetings within the Training Programme not later than 14 days before the date of the first workshop.

§ 4

1. The maximum total fee for the delivery of services under the contract cannot be higher than the gross amount of PLN (in words:) of which:
 - a. for the basic scope of the contract - the gross amount of PLN (in words:).
 - b. for optional services - the gross amount of PLN (in words:).

The foregoing fee is inclusive of any and all costs incurred by the Contractor for the purpose of proper performance of the contract, including remuneration for granting license referred to under clause 10(4) herein. The foregoing fee shall also include potential value added tax and potential income tax at source imposed by the Contracting Authority under Art. 26(1) of Corporate Income Tax Act dated February 15, 1992 (consolidated text Journal of Laws 2016.1888) or pursuant to the provisions of Art. 41(4) of the Personal Income Tax Act dated July 26, 1991 (consolidated text Journal of Laws 2016.2032).

2. The parties provide for the following unit prices for the correct performance of services under the contract:
 - 1) PLN _____ (in words: _____) gross per one 2-day workshop;
 - 2) PLN _____ (in words: _____) gross per one networking meeting.
3. **The contract is financed entirely from public funds and is exempt from the Value Added Tax (VAT) under Article 43(1)(29)(c) of the Tax on Goods and Services Act of 11 March 2004 (Journal of Laws 2016.710 as amended).**
4. Should the Contracting Authority exercise the option under clause 1(4), the Contracting Authority shall pay the Contractor an additional fee per each Form of Support delivered within the extended scope of the service based on the unit price laid down in clause 4(2). The foregoing fee is inclusive of any and all costs incurred by the Contractor for the purpose of proper performance of the contract.
5. The Contractor is entitled to a fee for delivered Forms of Support only. The maximum amount laid down in clause 4(1) need not be achieved and the Contractor is not entitled to any claims in this respect.
6. The fee is payable in instalments, following the delivery of each relevant Form of Support.
7. The fee for the delivered Forms of Support is payable on the basis of an invoice correctly issued by the Contractor in Polish currency and approved by the Contracting Authority on the basis of certificates of acceptance made pursuant to clause 5. The fee payable to the Contractor for the final invoice will be paid after the Contracting Authority has accepted the final report referred to in clause 8 herein.
8. The invoice must specify the type of delivered Forms of Support and the number of people participating in the specific Forms of Support. An attendance list detailing the attendees of the Forms of Support must be appended to the invoice.
9. The fee payable to the Contractor will be paid within 21 days from the receipt of a correctly issued invoice by the Contracting Authority. The amount paid shall be reduced by potential flat-rate income tax at source deducted by the Contracting Authority under Art. 26.1 of Corporate Income Tax Act dated February 15, 1992 (Journal of Laws 2016 item 1888) or pursuant to the provisions of Art. 41.4 of the Personal Income Tax Act dated July 26, 1991 (Journal of Laws 2016 item 2032).
10. The Contractor's fee is payable in Polish currency, by a bank transfer to the Contractor's bank account specified in the invoice. The Contractor will inform the Contracting Authority in writing of any changes in the banking account.
11. The payment is deemed complete on the date of debiting the Contracting Authority's bank account.
12. The contracting Authority makes a reservation that any and all settlements between the Contractor and a potential subcontractor will take place without the Contracting Authority's involvement. Subcontractors have no claims against the Contracting Authority in this respect.

1. Services performed in delivery of the Forms of Support by the Contractor are subject to the Contracting Authority's acceptance.
2. The fact of acceptance will be confirmed by an acceptance certificate.
3. An unqualified acceptance certificate signed by the Contracting Authority confirms that the relevant Form of Support has been correctly delivered. Any and all reservations are recorded in the acceptance certificate and can serve as a basis for charging liquidated damages referred to in clause 13 hereof.
4. The Contracting Authority reserves the right to carry out a survey on service quality among the Programme Participants. The survey can be the basis for raising reservations referred to in clause 5(3) above and claiming liquidated damages.
5. The acceptance certificate shall include in particular:
 - a. the date and place of the Form of Support delivery and the date of the certificate;
 - b. an assessment of correctness of service delivery and its compliance with the contract;
 - c. a declaration of persons authorised to carry out the acceptance on any service-related shortcomings or the lack thereof;
 - d. if shortcomings concerning the service are identified – the Contractor has an obligation to remedy them within the fee referred to in clause 4(1) and by the deadline set out by the Contracting Authority.

§ 6

1. The Contractor undertakes to issue a certificate for each Programme Participant confirming the participation in and completion of the Training Programme.
2. Certificates will be issued in writing, to Programme Participant's name, in two originals, one for the Programme Participant and one for the Contracting Authority.
3. The certificates referred to in clause 6(1) will be issued to the Programme Participants and the Contracting Authority on the last day of the given Participant's participation in the Training Programme. If a certificate cannot be given to the Programme Participant in person, it will be sent by mail to the Programme Participant at the Contractor's expense.

§ 7

1. The Contractor undertakes to deliver services under the contract in compliance with PDSC enclosed hereto as attachment No. 1, and in particular with PDSC item I.4, exercising due care typical of the professional nature of the Contractor's activity and to ensure correct execution of the contract in line with effective laws and Contracting Authority's guidelines.
2. The Contractor represents that it has sufficient personnel to perform this contract, namely the training staff specified in the list enclosed to the Bid and hereto as Attachment No. 3.

3. Specific Forms of Support will be conducted by persons with appropriate qualifications, expertise and experience identified by the Contracting Authority in PDSC, with reservation that persons conducting specific Forms of Support will be selected from the list of persons enclosed to the Contractor's Bid. At the Contracting Authority's request, the Contractor must present, within 7 days, documents confirming the qualifications, expertise and experience of persons included in the list.
4. Persons conducting specific workshops will be selected by the Contractor. The Contracting Authority reserves the right to – in justified cases (such as improper service delivery) – request the Contractor to replace a person in the list with another one that meets the criteria described in clause 7(3). In such a case, the Contracting Authority will specify the reasons – in writing or by e-mail—supporting the request for the replacement of persons delivering services and will identify the deadline by which the Contractor must indicate the new persons meeting the criteria laid down in clause 7(3).
5. In justified cases (such as acts of God) and having obtained the Contracting Authority's prior consent, the Contractor can extend the list of persons referred to in clause 7(3) by additional persons who meet the criteria laid down in clause 7(3).
6. The selection of the experts who will conduct specific networking meetings will take place not later than one month before the commencement of the given meeting, by way of consultation between the Contractor and the Contracting Authority.

§ 8

1. The Contractor undertakes to:
 - a. following each completed workshop or networking meeting – carry out an evaluation survey (in compliance with PDSC item X), and subsequently present the results to the Contracting Authority in the form of a written report enclosed to the acceptance certificate referred to in clause 5;
 - b. prepare a written final report inclusive of the account of the entire Training Programme following the programme's completion (in compliance with PDSC item X), and subsequently present the written final report to the Contracting Authority making available the evaluation surveys filled in by the Programme Participants.
2. The Contractor submits the final report to the Contracting Authority within 30 calendar days from the date of completion of the last Form of Support. The final report is subject to the Contracting Authority's acceptance. The acceptance of the final report should take place within 14 calendar days from the date of its submission. The Contracting Authority will notify the Contractor of the report acceptance by e-mail. The Contracting Authority's failure to accept the report and submit written reservations in the aforementioned period, entitles the Contractor to draw up a unilateral acceptance certificate.
3. If reservations to the final report are made, the Contractor must correct and re-submit the report within 5 calendar days from the receipt of the notice without any additional fee. Sentences 2 to 4 of clause 8(2) are applicable accordingly, with reservation that the acceptance of the corrected final report by the Contracting Authority will take place within 5 business days from the date of its submission.

§ 9

1. The Contracting Authority reserves the right to audit the performance of the contract.
2. On the basis of the Contracting Authority's auditing rights, the Contractor is required to:
 - a. provide the Contracting Authority, at its request and in a form specified by the Contracting Authority, with all information and clarifications necessary to assess the course of contract performance immediately, but in any case not later than within 2 days from the date of receipt of the relevant request,
 - b. grant to the Contracting Authority, at its request, access to the Contractor's documents related to the execution of the contract,
 - c. notify the Contracting Authority of any difficulties in the Contractor's execution of the contract.
3. The Contractor is fully liable for the general and technical control of the contract execution. Should the Contractor fail to meet the requirements laid down in clause 9(2), the Contracting Authority shall not be obliged to pay the fee referred to in clause 4 hereof.

§ 10

1. The Contractor represents that its copyright to syllabi and training materials is unlimited and not subject to third party rights.
2. The Contractor is liable towards the Contracting Authority for any and all legal defects of the contracted services, in particular for any potential third party claims arising from the infringement of intellectual property rights, including the failure to comply with the Copyright and Related Rights Act of 4 February 1994 (Journal of Laws 2017.880).
3. The Contractor retains the copyright to programmes and training materials developed for the Training Programme, which are the subject of the contract, and materials generated over the course of delivering the subject of the contract (hereinafter: the Work).
4. Within the remuneration fee referred to in clause 1, the Contractor grants to the Contracting Authority, for the period by December 31, 2030, a worldwide licence to use the training programmes and materials, inclusive of their storage and archiving at the Contracting Authority's, and to communicate the training programmes and materials or specific elements thereof:
 - a. to Programme Participants,
 - b. to Institutions superior to the Contracting Authority, including, in particular, the bodies of the European Commission,
 - c. during an inspection, when requested by a Controlling Authority.

§ 11

1. The Contractor is fully liable for the supervision of its personnel and *subcontractors cooperating with the Contractor*** and for meeting all obligations related to personnel engagement and *signing contracts with subcontractors***.

2. The Contractor is liable for *personnel* and *subcontractor* acts or omissions as for its own acts or omissions.

§ 12

1. The Contracting Authority shall claim liquidated damages from the Contractor in the case of:
 - a. the Contractor's failure to present the results of the survey by the dates laid down in clause 2(1)(a) – to the amount of PLN 500 per each day of delay;
 - b. the Contractor's failure to present the schedule by the dates laid down in clause 2(1)(b) – to the amount of PLN 1000 per each day of delay;
 - c. the Contractor's failure to submit the training materials to the Contracting Authority by the dates laid down in PDSC item VIII.4– to the amount of PLN 300 per each day of delay;
 - d. other delays in the delivery of services under the contract than those specified in clause 12(1)(a)-(c) with respect to deadlines laid out herein or in the schedule – to the amount of 0.1% of the maximum total gross fee referred to in clause 4(1)(a) and (b);
 - e. improper performance of the contract – in the amount of 1% of the maximum total gross fee per each case of improper performance; improper performance shall mean, in particular, at least 50% negative opinions (a negative opinion is deemed as score ranging 0-2 points on the 0-5 scale), presented by the Programme Participants in the surveys referred to in clause 5(4);
 - f. The Contractor's withdrawal from the Contract due to reasons not attributable to the Contracting Authority – to the amount of 25% of the maximum total gross fee referred to in clause 4(1) (a) and (b).
2. Liquidated damages can be aggregated. The Contractor must pay liquidated damages within 7 (seven) days from the date of charging the damages and servicing a written notice. Regardless of the foregoing, the Contractor agrees that the Contracting Authority can set off liquidated damages against the Contractor's fee.
3. The Contracting Authority can pursue damages in excess of liquidated damages in line with general laws.

§ 13

1. Without prejudice to its right to claim liquidated damages, resulting from clause 12(1)(d) and (e), the Contracting Authority can terminate the contract due to reasons attributable to the Contractor if:
 - a. the Contractor fails to commence the provision of Services on terms and conditions and on dates laid down herein or interrupts the provision, in particular

if the Contractor fails to commence the delivery or interrupts the delivery of any of the Forms of Support,

- b. the Contractor's improper performance following a prior written notice of shortcomings identified and the Contractor's failure to present a satisfactory clarification of such shortcomings, within 14 days of receiving the notice.
 - c. if the Contractor discontinues its operations or a liquidation procedure is instituted against it.
2. If the contract is terminated, the Contractor shall be paid only the fee corresponding to the correctly performed portion of the contract, less potential liquidated damages.

§ 14

1. The Contractor undertakes to cooperate with the Contracting authority and the person responsible for the logistic aspects of the Training Programme at every stage of delivery of services under the Contract.
2. The following persons are responsible for cooperation and coordination with respect to the contract execution:

a. for the Contracting Authority:

- Tel.....e-mail.....

- Tel.....e-mail.....

b. for the Contractor:

- Tel.....e-mail.....

3. Amendments to the foregoing details must be made in writing, with the reservation that the actions executed to date be deemed effective.

§ 15

1. The Contractor undertakes to keep all information obtained during the contract execution confidential.
2. In connection with the provision of Services under the Contract, the Contracting Party entrusts the Contractor under Article 31 of the Personal Data Protection Act (hereinafter: the Act) with personal data to be processed, on terms and conditions and for the purpose laid down in the contract.
3. The personal data delivered by the Contracting Authority will be processed by the Contractor for the sole purpose of service provision, in compliance with the law, the contract and the Contracting Authority's Security Policy, enclosed as Attachment No. 4 hereto, and during its effective period only.
4. When processing the delivered personal, data the Contractor must employ technical and organisational measures referred to in particular in Articles 36-39 of the Act

and represents that it is in compliance with the law, especially that it meets the requirements laid down in Article 39a of the Act.

5. The Contractor can commission further processing of the personal data hereunder to its subcontractors for the sole purpose of performance of the contract upon prior written consent of the Contracting Authority, with reservation that the commissioning does not exempt the Contractor from liability for the delivered data.

§ 16

Any amendments and supplementations hereto must be made in writing to be valid.

§ 17

1. Any and all matters not provided for in this Contract are governed by the Polish Civil Code and the Copyright and Related Rights Act.
2. The Contractor's transfer of claims against the Contracting Authority under the contract requires the Contracting Authority's prior written consent to be valid.
3. Any disputes that may arise from this Agreement shall be settled by a court competent for the registered office of the Contracting Authority.
4. The contract with attachment was made in 3 identical counterparts, two for the Contracting Authority and one for the Contractor.
5. All Attachments to this contract are incorporated hereto.
 - a. Attachment No. 1 – Precise Description of the Subject of the Contract
 - b. Attachment No. 2 – Contractor's Bid
 - c. Attachment No. 3 – Contractor's training staff
 - d. Attachment No. 4 – National Science Centre Security Policy in force

** delete inapplicable depending on the content of the selected bid

For the Contracting Authority:

For the Contractor:

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