**Essential Terms of Contract**

concluded on …………………… in ……………………

as a result of a request for tenders published at ……………………

by and between:

**The Foundation for the Development of the Education System** seated in Warsaw, 02-305, Aleje Jerozolimskie 142A, Poland. Holder of NIP (taxpayer ident. no.) 526-10-00-645, REGON (statistical ident. no.) 010393032, registered at the District Court for the capital city of Warsaw, 12th Business Department of the National Court Register, entry no. 24777,represented by its legal representatives, as declared in the statute of the FDES

hereinafter referred to as **the Awarding Entity**,

and

……………………………………………………….seated in...………………………………, holder of Taxpayer Ident. No. ………………., registered at ……………….………………., registration no. ………………., represented by: …………………………………… hereinafter referred to as **the Economic Operator,**

The Parties hereto agree as follows:

1. **Contract**

**§ 1. Subject Matter of the Contract**

1. The subject-matter of the contract shall be the establishment and operation of the Erasmus+ Youth and European Solidarity Corps Info Centre in Eastern Partnership country or Russia in the period of January 2020 - December 2020.
2. The Contract shall enter into force upon its signing and shall remain in force until 31 December 2020.
3. The services provided under the Contract shall at least meet the requirements stipulated by the Awarding Entity in the description of the subject matter of contract (“The Call” Annex no. 1 to the request for tenders), which shall constitute **Annex no. 1** to the Contract and in the Offer Form (Annex no. 2 to the request for tenders), which shall constitute **Annex no. 2** to the contract.
4. The Economic Operator undertakes to manage the tasks under the conditions not worse than these stipulated in clause 3.
5. Concluding the Contract does not exclude the possibility for the Awarding Entity to place an order for the services stipulated in clause 1 with third parties.

**§ 2. Value of the Contract**

1. Remuneration for the Economic Operator (value of the Contract) shall not exceed **3000.00 EUR** (three thousand euro) gross, including goods and services tax due.
2. The value of the Contract shall include any and all costs related to implementation of minimum requirements presented in the subject matter of the contract (“the Call”) and the offer form.
3. Value of the Contract cannot be increased.

**§ 3. Terms and Conditions of the Contract**

1. The Economic Operator undertakes to perform the Contract (based on the description of the subject matter of the contract – “the Call” and the proposed work plan presented in the Offer Form) with due diligence and taking into consideration professional character of activities, in accordance with binding laws.
2. The Economic Operator shall send to the Awarding Entity the interim report by 30th June 2020 and the final report by 15th December 2020.
3. The Economic Operator shall be obliged to inform the Awarding Entity in writing in advance about any changes concerning the work plan and inform about the dates of activities.
4. The Economic Operator shall present lists of participants (with signatures) of all events (including individual consultations) organised within the work plan.
5. The Awarding Entity will organise a kick-off meeting, introducing to the realisation of tasks.
6. The Awarding Entity has a right to monitor the realisation of the Contract.
7. The Awarding Entity shall not be responsible for any losses caused by participants of events. Any costs of such losses caused by participants is their own responsibility and its execution belongs to the Economic Operator.
8. Assignment by the Economic Operator of any rights related with the performance of the Contract to any third parties without prior permission of the Awarding Entity in writing shall be null and void.
9. The Economic Operator shall be obliged to inform the Awarding Entity about any and all incidents of initiating execution, bankruptcy, recovery, liquidation and other proceedings and events with reference to the Economic Operator which shall or may have adverse impact on the performance of the Contract.
10. The Awarding Entity shall not be held liable for the obligations of the Economic Operator resulting from the performance of the Contract.

**§ 4. Communication between the Parties**

1. The person on the part of the Awarding Entity authorised to contact the Economic Operator in matters related with the performance of the Contract shall be **Tomasz Szopa**, e-mail: tszopa@frse.org.pl
2. The person on the part of the Economic Operator authorised to contact the Awarding Entity in matters related with the performance of the Contract shall be: ……………….., e-mail: …………………..
3. Modification of personal details stipulated in clause 1 and 2 above shall not constitute an amendment of the Contract and shall require notifying the other Party in writing only.

**§ 5. Conditions for Remuneration and Payments for the event, which took place**

1. The Awarding Entity will transfer a prepayment of 90% of the value of the Contract based on financial document sent by the Economic Operator. 10% of the value of the Contract will be transferred after the acceptation of the final report (Annex no. 4 to the Contract).
2. The Economic Operator shall issue the financial document within 14 days following the Contract signature and send it to the Awarding Entity in electronic form by e-mail.
3. The Economic Operator shall issue the final financial document within 14 days following the receipt of the final report and send it to the Awarding Entity in electronic form by e-mail.
4. The Awarding Entity undertakes to pay amounts stipulated in this Contract within 30 days following the receipt of the appropriate document concerning the payment.
5. A financial document that does not meet accounting requirements or does not allow for the verification of its correctness may result in calculating another 30-day time limit for the payment starting from the date of receiving a correctly issued document.
6. Payment shall be effected by a bank transfer in euro to a bank account of the Economic Operator stipulated in the financial document. Payment shall be considered effected on the day of debiting the bank account of the Awarding Entity. Exceptionally, in duly justified cases, payment in cash is possible.
7. The Awarding Entity may oblige the Economic Operator to provide the Awarding Entity with the original documents supporting the expenditure of the Economic Operator made in relation with the organisation of the events (e.g. invoices, bills).
8. Should it be necessary to convert any currencies, exchange rate established on the basis of average euro exchange rate in a given month in which event was staged in relation to a given currency as listed on the following website: <http://ec.europa.eu/budget/inforeuro>

**§ 6. Liability of the Parties for Non-performance
or Improper Performance of the Contract**

1. The Awarding Entity shall consider as improper performance of the Contract in case the activities foreseen in the description of the subject matter of contract (“The Call”) as well as the work plan are not implemented.
2. The Awarding Entity shall have the right to deduct the payment or request the Economic Operator to reimburse the transferred prepayment in case of improper performance, including lack of acceptance of the interim or final report.
3. The Economic Operator shall have the right to calculate statutory interest for each day of the delay if the Awarding Entity does not pay for financial documents within the stipulated time limit defined in the § 5.4 and 5.5.
4. The Awarding Entity shall have right to withdraw from staging an event due to the reasons attributable to the Economic Operator. The Awarding Entity may exercise the entitlement referred to in the previous sentence within the period of validity of the Contract, after prior notification sent to the Contractor to perform the Contract properly, under pain of withdrawal.
5. **Amendment of the Contract and Miscellaneous Provisions**

**§ 7. Amendment of the Contract**

1. Any amendments of terms and conditions of the concluded Contract concerning the contents of the offer shall be made in writing on pain of nullity and may be introduced only upon the mutual consent of the Parties. Any of the circumstances stipulated in clause 2 shall not form an obligation on the Parties to amend the Contract.
2. The Awarding Entity shall predict modifying of the Contract in accordance with clause 1 in the following cases:
3. In the scope of the subject matter of the contract (including the execution method), term of the contract and remuneration, which shall not result in an increase in the value of the Contract – in the case when it is necessary to amend the Contract as a result of terms and conditions of other contracts directly related with the Contract, including the contracts concluded by the Awarding Entity and supervisory institutions or in the case when the reasons for amendments were not known at the time of concluding the contract.
4. In the scope of the subject matter of the contract (including the execution method), term of the contract and remuneration, which shall not result in an increase in the value of the Contract – in the case when it is necessary to perform the contract with the use of different solutions than these stipulated in the subject matter of the Contract due to the amendment of generally binding laws or in the case when such circumstances were not known at the time of concluding the Contract;
5. In the scope of the term of the Contract, subject matter of the contract (including the execution method) – in the case of works conducted on the adoption or amendment of generally binding laws, which may affect the performance of the Contract and the forecasted trends indicate the need to stop, suspend or limit the services constituting the subject matter of the Contract in anticipation for the actual amendment of the legislation;
6. In the scope of the subject matter of the Contract (including the execution method) with the remuneration remaining at the same level, if thanks to the amendment the productivity and quality of work related with the subject matter of the Contract will be improved;
7. In the scope of the subject matter of the Contract (including the execution method) and remuneration as a result of giving up by the Awarding Entity some of the works as a result of circumstances, which were not known at the time of concluding the Contract and which could not have been forecasted at the time of concluding the Contract. In such a case, remuneration of the Economic Operator shall be decreased proportionally to the amended scope of works under the contract;
8. In the scope of the subject matter of the Contract (including the execution method) resulting from the change in the structure or organisation of the Awarding Entity, which affects the scope of works to be performed by the Economic Operator, but not remuneration of the Economic Operator, which cannot be increased, and in the case of limiting the scope of works it will be proportionally decreased.
9. In the scope of the subject matter of the Contract (including the execution method), term of the Contract, and other elements of the Contract – in the case of force majeure, which prevents the execution of the subject matter of the Contract in accordance with original terms and conditions;
10. In the scope of amendments specifying more precisely the contents of the Contract, if the need for their introduction results from discrepancies or ambiguities in the Contract, which cannot be otherwise removed and the amendments will allow for the removal of discrepancies and for making the Contract more precise in order to unambiguously construe its terms and conditions;
11. In the scope of the term of the Contract, by extending it with maintaining remuneration at the same level in a situation where such an amendment will allow for the performance of the contract to a greater degree;
12. In the scope of changing subcontractors and the scope of subcontracting, provided that such an amendment does not negatively affect the quality of services, to the performance of which the Economic Operator is obliged and that the amendment is indispensable for proper performance of the subject matter of the Contract;
13. In the scope of changing remuneration for the Economic Operator resulting from the amendment of regulations concerning the rate of goods and services tax:
	1. In the case of changing the rate of goods and services tax resulting in the increase of costs related to the performance of the contract by the Economic Operator, the Awarding Entity shall allow for proportional increase of remuneration for the Economic Operator by the amount resulting from such a change in the rate of goods and services tax;
	2. In the case of changing the rate of goods and services tax resulting in the decrease of costs related to the performance of the contract by the Economic Operator, the Awarding Entity shall allow for proportional decrease of remuneration for the Economic Operator by the amount resulting from such a change in the rate of goods and services tax.
14. The Contract may be amended on the initiative of the Awarding Entity or the Economic Operator by presenting to the other party a proposal for the amendment in writing, which shall include:
15. description of the amendment,
16. justification for the amendment,
17. cost of the amendment and its impact on remuneration,
18. time needed for introducing the amendment and the impact of the amendment on the contract completion date.
19. A precondition for amending the concluded Contract shall be the confirmation taking the form of the description and justification of circumstances (a protocol and justification) by a committee appointed by the Awarding Entity comprising representatives of the Parties.
20. The following are not significant modifications of the contract:
21. change of data related to administration and organisational services under the Contract, in particular change of the bank account number,
22. change of addresses and telephone numbers;
23. change of company registration data;
24. change resulting from universal succession in the case of one of the Parties.
25. Each Party may unilaterally amend the Contract in the scope stipulated in clause 5 notifying immediately the other Party thereof in writing.

**§ 8. Subcontractors**

1. The Economic Operator may subcontract a part of the works forming the subject matter of the Contract to adequate subcontractors who possess indispensable knowledge, experience and resources for employing a subcontractor for the performance of a specific scope of works. The Economic Operator shall be liable to the Awarding Entity for the actions of subcontractors as if for its own actions. Each time, the Economic Operator shall inform the Awarding Entity in writing about subcontracting, including the time span and scope of subcontracted work.
2. When concluding contracts with prospective subcontractors, the Economic Operator shall oblige the subcontractors in such contracts to keep the confidentiality as stipulated in the Contract and to perform obligations resulting from personal data protection regulations and other obligations imposed on the Economic Operator under the Contract, which shall be performed by subcontractors due to the requirements of the Awarding Entity or of third parties.

**§ 9. Force Majeure**

1. Non-performance or improper performance in full or in part of Parties’ obligations under the Contract cannot be used to present a claim against the other Party, if such non-performance or improper results from force majeure.
2. Force majeure shall be understood as an event that could not have been foreseen at the time of concluding the Contract, over which the Parties have no influence, and which the Parties cannot overcome, including in particular: natural disasters, wars mobilisation, closing of the borders, legal acts adopted by government or public administration bodies, which prevent the performance of the Contract in full or in part.

**§ 10. Termination of the Contract**

1. The Awarding Entity shall have the right to terminate the Contract effective immediately in the following circumstances:
	1. if the Economic Operator has not started the performance of the Contract for an unjustified reason or does not continue the activity despite a written request to that end,
	2. if the Economic Operator performs the Contract in a manner inconsistent with the terms and conditions of the Contract or violating the interest of the Awarding Entity and does not alter the manner of performing the Contract within the deadline stipulated in a written request by the Awarding Entity to that end,
	3. if the Economic Operator is bankrupt or is subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a Court, has entered into an agreement with creditors, has suspended business activities or is in any analogous situation arising from a similar procedure provided for under national laws.
2. In the case of the appearance of material change of circumstances, which results in the performance of the contract to be no longer in the public interest, which could not have been foreseen at the time of concluding the Contract, the Awarding Entity may terminate the Contract within 30 days from taking notice of such circumstances. The Economic Operator may only require the payment of remuneration for the performed part of the Contract.
3. Any amendments hereto shall be made upon the consent of the two Parties only and shall be made in writing on pain of nullity.
4. Each Party may terminate the Contract with a three-month notice without justification.

**§ 11. Miscellaneous Provisions**

1. Any disputes resulting from the Contract or in relation with the Contract shall be settled by the Parties as part of mediation proceedings. Shall the Parties be unable to reach an agreement, they shall present the disputes to a court with local jurisdiction for the seat of Awarding Entity.
2. This Contract shall be governed by the laws of the Republic of Poland.
3. In matters not regulated herein, the provisions of Polish Civil Code shall apply.
4. This Contract has been concluded in four identical copies, two in Polish and two in English. Two copies of the Contract, one in Polish and one in English for the Awarding Entity. Two copies of the Contract, one in Polish and one in English for the Economic Operator.
5. In the case of discrepancy between the two language versions, the Polish version of the Contract shall prevail.
6. The Annexes listed hereinbelow shall constitute an integral part of the Contract.

 **The Economic Operator The Awarding Entity**

**Annexes:**

* + 1. Description of subject-matter of contract (“the Call”)
		2. Offer Form
		3. Interim Report
		4. Final Report