

**Essential Terms of Contract no. ZP-……/FRSE/2014**

concluded **on …….2014** in Warsaw

as a result of public contract award procedure

in the form of an open tender

between:

**The Foundation for the Development of the Education System**, seated in Warsaw, 00-551 ul. Mokotowska 43, TIN 526-10-00-645, Polish Statistical Number 010393032, registered with the Regional Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register, under entry number 24777, represented by:

**Tomasz Bratek** –Deputy General Director of FRSE, member of the Management Board,

hereinafter referred to as **the Awarding Entity**

and

**………………………….**  seated in …………… ………….., TIN………….., Statistical Number ………., registered with………………………., represented by:

hereinafter referred to as **the Economic Operator**

1. On the basis of the terms and conditions of the Contract and disregarding any additional oral arrangements, the Economic Operator undertakes to prepare and perform accreditations of organisations wishing to participate in international projects as part of the European Voluntary Service (EVS) in the Eastern Partnership countries and in the Russian Federation, and to prepare reports on performed accreditations.
2. The Economic Operator undertakes to perform the task over the period from 14.04.2014 to 31.12.2015
3. The Awarding Entity undertakes to pay a remuneration of EUR… for one accreditation after the Economic Operator fulfils the requirements of the Contract. Each time remuneration shall be transferred into a bank account indicated by the Economic Operator.

The Economic Operator authorises the Awarding Entity to issue a bill, unless the Economic Operator conducts business activity. The Economic Operator shall be under obligation to return by post the original bill bearing his/her signature within 30 days of its receipt.

* 1. The amount shall be paid after the Awarding Entity has approved a report on the site visit performed by the Economic Operator within 30 days of submitting a properly issued bill by the Economic Operator.
  2. Reimbursement of travel expenses related to accreditation visits shall be made on the basis of original coach or second class train tickets or economy class air tickets or a travelling expenses claim form. Taxi expenses may only be reimbursed in justified circumstances.
  3. Costs of meals, accommodation and local transport incurred in the course of accreditation visits may be covered by the Awarding Entity. In such cases the Awarding Entity’s consent is needed every time. Reimbursement shall be made on the basis of original bills and a cost claim form sent to the Awarding Entity along with the report.
  4. The cost claim form and documents enclosed with it shall be sent to the Awarding Entity within 30 days of the date of the accreditation visit.
  5. The Economic Operator has been informed that the amount specified in Paragraph 3 is a gross amount.
  6. The Economic Operator hereby declares holding a health insurance policy in the country of his/her residence.

1. The Awarding Entity has the right to deem the Economic Operator’s failure to fulfil duties specified in the Contract or duties resulting from amendments made by mutual consent (under Paragraph 5) as a violation of the terms of the Contract and, consequently, refuse to pay the Economic Operator remuneration specified in Paragraph 3 and demand that the amount that has already been paid be returned in accordance with the terms and conditions of the Contract.
2. Any amendments to the terms and conditions of the Contract may only be made on the basis of a written agreement between the two parties.
3. Any disputes between the Awarding Entity and the Economic Operator shall be referred to a Civil Court by the Awarding Entity.
4. The Economic Operator declares having been informed about the Awarding Entity’s obligation to provide any information related to its activity to bodies involved in both the internal and external controls of the Awarding Entity’s activities, as well as to bodies authorised by the Awarding Entity. The Economic Operator hereby consents to his/her data being disclosed to the above mentioned bodies to assist them in the performance of their duties.
5. This Contract has been drawn up in two equivocal copies, one for the Awarding Entity, one for the Economic Operator.

The Economic Operator The Awarding Entity