**Essential Terms of Contract no. ZP-6/FRSE/2015 – Lot ........**

concluded on …………………… in Warsaw

as a result of a public contract award procedure staged in the form of an open tender by and between:

**Foundation for the Development of the Education System** seated in Warsaw, 00-551, ul. Mokotowska 43, 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: **Tomasz Bratek** – a Board Member and Deputy General Director, hereinafter referred to as the **Awarding Entity,**

and

**………………………………………………………………………** seated in  
…………………………………….., holder of Taxpayer Ident. No. ………………., Statistical Ident. No.………………. registered at the District Court for …………………………………………………………….. of the National Court Register, entry no. ………………,represented by: …………………………………… hereinafter referred to as the **Economic Operator,**

The Parties hereto agree as follows:

1. **General Conditions**

**Foundation for the Development of the Education System** *organises meetings, conferences and trainings hereinafter referred to as:* ***training(-s)****. Staging training requires ensuring its participants and organisers, i.e. the Awarding Entity (FRSE) accommodation, catering services and conference rooms, as well as other services related to this type of events. Moreover, the Economic Operator shall be obliged to settle travel costs of training participants.*

1. **Contract**

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

1. The **organisation of training for EVS volunteers working in ............** shall constitute the Subject Matter of the Contract.
2. The term of the Contract shall expire on 31.12.2016.
3. 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 (Annex no. 1 to Specification of Essential Terms and Conditions (SETC)), which shall constitute **Annex no. 1** to the Contract and in the tender form (Annex no. 3 to SETC), which shall constitute **Annex no. 2** to the Contract.
4. The Economic Operator undertakes to stage training under the conditions not worse than these stipulated in clause 3.
5. The Awarding Entity reserves the right not to use up to 30% of the contract value as stipulated in §2 clause 1 and the Economic Operator declares that it will not make any claims in this respect. The actual quantity of provided services shall result from ongoing needs of the Awarding Entity.
6. 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 EUR ......... (say: .......... euros) including EUR ...... net and goods and services tax due.
2. Maximum unit prices for individual items of the order shall be included in the tender of the Economic Operator, which shall constitute Annex no.2 to the Contract.
3. The value of the Contract shall include any and all costs (except for travel costs) related with adequate performance of the subject matter of the Contract, and in particular goods and services tax. Reimbursement of travel costs shall be settled by the Economic Operator based on real costs borne by training participants.
4. The value of the Contract shall also include reimbursement of any statutory charges related with the stay of a training participant in a given place (e.g. health resort tax, etc.).
5. Price for a given training (excluding travel costs) shall be set based on an **Order Form** approved by the Awarding Entity, which shall constitute Annex no. 3 to the Contract in accordance with **§5 clause 5** hereinbelow.
6. Upon request of the Economic Operator, prior to each planned training, the Awarding Entity may effect an advance payment totalling up to 20% of the amount stipulated in the Order Form concerning such training.

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

1. Awarding Entity, as needed, shall make detailed arrangements concerning training under the Contract, in accordance with terms and conditions stipulated in **§5** herein.
2. Each arrangement as stipulated in clause 1 may pertain to one or a few trainings covered by the Contract.
3. Total gross value of all the trainings covered by the Contract may not exceed the total value of the Contract stipulated in **§2 hereinabove**.
4. The Economic Operator undertakes to perform the Contract with due diligence and with taking into consideration professional character of activities, in accordance with binding laws.
5. 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.
6. The Economic Operator shall be obliged to inform the Awarding Entity about any and all incidents of initiating execution, bankruptcy, examinership, 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.
7. 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: **……….……….** tel.: ……….…, e-mail: ……..……
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: **………………..** tel. ……………. ; 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.
4. **Detailed Conditions**

**§ 5. Procedure for the Award of contracts under the Contract (method for setting the conditions for the staging of a given training)**

1. The Awarding Entity shall send to the Economic Operator an Order Form **(Annex no. 3 to the Contract)** via e-mail, which shall include information on the date, place and number of participants of the planned training. Arrangements concerning the performance of the service shall be made via electronic mail.
2. The Economic Operator shall send to the Awarding Entity a price offer and other offers pertaining to the method of staging a given training with taking into consideration all items concerning the staging of a given training at the time stipulated by the Awarding Entity.
3. Lack of approval for the offer shall result in the obligation on the part of he Economic Operator to prepare another offer with taking into consideration comments of the Awarding Entity.
4. Detailed conditions of the offer presented by the Economic Operator cannot be less favourable than these stipulated in the Tender Form.
5. If the Awarding Entity accepts the offer of the Economic Operator, it shall send an Order Form to the Economic Operator, which the Economic Operator shall fill in and send back to the Awarding Entity within the stipulated deadline.
6. The Economic Operator shall be obliged to send a scanned Order Form by e-mail or by fax and its paper copy by registered mail or with the use of services of a courier company.
7. The Awarding Entity reserves the right to accept or reject the offer sent by the Economic Operator by e-mail within 3 days from receiving it.
8. The prices stipulated in the Order Form approved by Awarding Entity shall be binding on the Economic Operator and may not be increased in the course of staging the training.
9. The Economic Operator declares that it will send the Order Form by e-mail from an e-mail address stipulated in § 4 clause 2 and shall be bound by it and that such the Order Form shall be bonding on it and equivalent to written form.
10. In special circumstances, the Awarding Entity reserves the right to order additional services not included in the Description of the Subject Matter of the Contract and the Order Form. The remuneration for additional services will be paid in accordance with arrangements made by the parties, and in particular in accordance with the binding price list of the Economic Operator and upon the acceptance thereof by the Awarding Entity.

**§ 6. Performance of the Contract (Trainings)**

1. An Order Form approved by the Awarding Entity shall constitute the basis for the performance of each training.
2. Person authorised for the coordination of training shall be an Employee of the Awarding Entity.
3. A representative of the Economic Operator (logistician) shall be present during each training, and in the case of meetings lasting several days s/he shall be available at night time at a mobile telephone number.........................
4. The Awarding Entity undertakes to inform about the actual demand for individual items of the contract at least **15 days** prior to the planned date of training. However, the Awarding Entity shall inform about the actual need for accommodation and catering at least **7 days** prior to the commencement of the training.
5. The Awarding Entity will not be held liable for any loss caused by participants of training. The costs of any possible material loss resulting from reasons attributable to participants shall be borne personally by participants and the Economic Operator shall be responsible for the collection of such amounts.

**§ 7. Conditions for Remuneration and Payments for the Training**

1. The Parties hereto agree that for the staging of each training the Economic Operator shall be entitled to maximum remuneration, the amount of which will have been established in the Order Form (moreover, the Awarding Entity shall reimburse to the Economic Operator costs borne to cover travel costs of training participants).
2. Remuneration of the Economic Operator for completed training shall constitute the sum of products of performed services/items of the contract and agreed prices per service/item of the contract. Prices for services/items of the contract shall be settled based on gross prices in EUR listed in the **Order Form**.
3. Remuneration of the Economic Operator shall be calculated based on gross prices in EUR stipulated in the **Order Form** and actually used items of the contract, in particular the actual number of training participants.
4. Gross prices listed in the **Order Form** by the Economic Operator shall be final and binding and will not be subject to any increase during the implementation of the Contract.
5. The Economic Operator shall issue an invoice upon the performance of the service. The organisation of training in accordance with the terms and conditions of the contract shall constitute the basis for the issuance of an invoice.
6. The Economic Operator shall issue an **invoice,** whichapart from meeting accounting requirements **shall include** (in its contents or in an Annex)data indispensable for the verification of its correctness, especially in terms of completed items of the contract in accordance with **approved Order Form**.
7. The Economic Operator shall issue an invoice as stipulated in clause 6 within 14 days from the completion of a given training and shall send it to the Awarding Entity by post and by e-mail.
8. The Economic Operator shall be obliged to enclose to each invoice a Xerox copy of training participant list signed by it and a statement on travel costs reimbursed to training participants.
9. The Awarding Entity undertakes to pay the invoices within 30 days from receiving them.
10. An invoice issued in a way that is inconsistent with clause 6 may result in calculating another 30-day time limit for the payment starting from the date of receiving a correctly issued document.
11. Payment shall be effected by a bank transfer in euro to a bank account of the Economic Operator stipulated in the invoice. Payment shall be considered effected on the day of debiting the bank account of the Awarding Entity.
12. The Awarding Entity may effect payment in cash. In such a case, the person collecting cash shall hold relevant authorisation to do so.
13. The Awarding Entity may make advance payments for the performance of a given training having approved the Order Form concerning a given training.
14. The Awarding Entity may require the submitting of original documents supporting the expenditure of the Economic Operator made in relation with the organisation of training (e.g. invoices, bills).
15. 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 training was staged in relation to a given currency as listed on the following website: <http://ec.europa.eu/budget/inforeuro> shall be applied.

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

**of the Contract (a given training)**

1. The Awarding Entity shall consider as improper performance of each contract as stipulated in **§ 5** any shortage/inadequate quality or quantity of provided services, including, but not limited to:
   1. not meeting of requirements stipulated in the Description of the Subject Matter of the Contract pertaining to the place of providing services, and in particular as to: the standard and facilities at the hotel, including the standard and equipment of rooms and conference rooms and other facilities of importance to the training;
   2. not meeting of requirements stipulated in the Description of the Subject Matter of the Contract pertaining to catering services, in particular: lacking items of agreed menus, reservations concerning freshness of products, appearance and manners of service staff and appearance of tableware.
2. The Awarding Entity shall consider as non-performance of each contract as stipulated in **§ 5** any of the following, but not limited to:
   1. not providing at a given time an adequate number of rooms and meals as stipulated in the Order Form submitted by the Awarding Entity;
   2. not providing at a given time conference rooms with facilities (equipment) as stipulated in the Order Form submitted by the Awarding Entity.
3. In the case of improper performance of any contract as stipulated in **§ 5** found by the Awarding Entity, a Protocol shall be drawn, a template of which is included in **Annex 4** to the Contract.
4. In the case of non-performance or improper performance of any contract as stipulated in **§ 5**, the Economic Operator shall pay to the Awarding Entity contractual damages amounting 20% of the value of a given Order.
5. The Awarding Entity shall have the right to deduct the calculated contractual damages from an invoice and shall have the right to claim damages exceeding the amount of contractual damages stipulated herein.
6. 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 invoices within the stipulated time limit.
7. The Awarding Entity shall have right to withdraw from staging training due to the reasons attributable to the Economic Operator; the right to withdraw from training does not exclude the right of the Awarding Entity to claim contractual damages.
8. **Amendment of the Contract and Miscellaneous Provisions**

**§ 9. Amendment of the Contract**

1. Any amendments of terms and conditions of the concluded Contract concerning the contents of the offer made pursuant to **Article 144 of Polish Public Procurement Law** 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. In the case of limiting the scope of works, remuneration of the Economic Operator shall be decreased.
9. In the scope of the subject matter of the Contract (including the performance 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:
14. 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;
15. 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.
16. 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:
17. description of the amendment,
18. justification for the amendment,
19. Cost of the amendment and its impact on remuneration,
20. time needed for introducing the amendment and the impact of the amendment on the contract completion date.
21. 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) before a committee appointed by the Awarding Entity comprising representatives of the Parties.
22. **Pursuant to Article 144 of Polish Public Procurement Law**, the following are not significant modifications of the contract:
    1. Change of data related to administration and organisational services under the Contract, in particular change of the bank account number,
    2. Change of addresses and telephone numbers;
    3. Change of company registration data;
    4. Change resulting from universal succession in the case of one of the Parties.
23. Each Party may unilaterally amend the Contract in the scope stipulated in **clause 5** by immediately informing the other Party thereof.

**§ 10. 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 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.

**§ 11. Force Majeure**

1. Non-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 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.

**§ 12. Termination of the Contract**

1. The Awarding Entity shall have the right to terminate the Contract effective immediately in the following circumstances:
2. if the Economic Operator has not started the performance of the Contract for an unjustified reason and does not continue the activity despite a request in writing to that end,
3. 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 request in writing by the Awarding Entity to that end,
4. the Economic Operator is pronounced bankrupt or dissolved or an attachment order concerning its all assets is given by a court.
5. 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.
6. Any amendments hereto shall be made upon the consent of the two Parties only and shall be made in writing on pain of nullity.
7. Each Party may terminate the Contract with a three-month notice.

**§ 13. 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 and Public Procurement Law 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 Economic Operator. Two copies of the Contract, one in Polish and one in English for Awarding Entity. In the case of discrepancy between the two language versions, the Polish version of the Contract shall prevail.
5. The Annexes listed hereinbelow shall constitute an integral part of the Contract.

**Annexes:**

* + 1. Description of the Subject Matter of the Contract
    2. Tender Form
    3. Order Form
    4. Protocol concerning Improper Performance of the Contract

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| --- | --- |
| **Economic Operator** | **Awarding Entity** |