MODEL CONTRACT

The Contract concluded on .......................... 2021 in Warsaw,
as a result of a Request for Proposals procedure no.

(hereinafter referred to as: **the** **Contract**)

by and between:

**The Foundation for the Development of the Education System** seated in Warsaw (02-305), Al. Jerozolimskie 142a Warsaw, holder of NIP (Taxpayer’s Identification No.): 526-10-00-645 and REGON statistical no.: 010393032, registered in the District Court for the Capital City of Warsaw, 12th Business Department of the National Court Register, entry no. KRS 24777,

hereinafter referred to as **the Contracting Entity**, represented in accordance with the representation authorisation resulting from the National Court Register by the person indicated next to the signature

and

...……………...…seated in ...… (street and house no.), postal code………registered by the District Court for…………………………...., Business Department of the National Court Register under KRS entry number ………….../ in the register of business activity under entry number\* …..., NIP (Taxpayer’s Identification No.): ...., REGON statistical no.: .................., hereinafter referred to as **the Contractor**, represented by:

…………………………….

……………………………………………………………………………………………….

(data pertaining to Contractors who run business activity)

[………....……………...… with registered address in...… …….(street and house no.) postal code ......................... NIP (Taxpayer’s Identification No.): hereinafter referred to as **the Contractor** or **Party**,

(data pertaining to Contractors/individuals who do not run business activity) ]

hereinafter referred to collectively as **Parties** or individually as **a Party**.

**Article 1. The Subject Matter of the Contract**

1. The subject matter of the contract is: providing on arrival training and evaluation meetings for European Solidarity Corps (ESC) volunteers working in the Eastern Partnership countries (Armenia, Azerbaijan, Belarus, Georgia, Moldova, Ukraine) and in Russia; meetings of ESC volunteering project coordinators; annual meetings of former volunteers; training for youth workers; contact seminars; events organised in frames of Erasmus+ Programme; meetings of persons responsible for youth policy; meetings of trainers and persons responsible for the accreditation of youth volunteering organisations; meetings of the SALTO network.
2. The Services should be provided in accordance with the description of the subject matter of the contract referred to in **Annex No. 1 to the Contract.**
3. The Contractor shall perform the Contract with due diligence and on its own. Entrusting the execution of the Contract to a third party requires prior written consent of the Contracting Entity under pain of nullity. Without prejudice to the preceding sentence, if the Contractor makes use of third parties in the execution of the Contract, the Contractor shall be liable for their actions and omissions as for its own.
4. The Contractor declares that it possesses factual knowledge for adequate and complete performance of the Services to the best of its knowledge and experience, in accordance with the provisions of the Contract, and with taking into account the instructions specific to a given Service.

**Article 2**

 **Terms and Conditions of the Contract**

The Contract is concluded for the period from ........ and shall expire after 31st of December, 2023.

**Article 3**

**Performance of the Contract**

1. The Contractor shall perform the subject matter of the contract in the scope stipulated in Annex No. 1 to the Contract on the basis of separate orders submitted electronically (hereinafter referred to as: The Order(s)) by contact persons authorised by the Contracting Entity The Order shall specify at least the type, scope and deadline for the provision of the Service.
2. The Contractor will send an electronic version of the report on training provided within 7 days from the end of training to the address eeca@salto-youth.net. The report should contain at least the time, place, name list of participants, the Training program and the full results of the written evaluation, i.e. the evaluation including filling in the online or paper questionnaire. The Training Report is subject to approval by the Contractor. In the event of deficiencies, the Contractor may request the Contractor to supplement or correct the report, and the Contractor is obliged to make an appropriate supplement or correction within the time limit set by the Contractor.
3. Contractors who are natural persons who do not run business activity shall issue a bill after they submit to the Contracting Entity a report and will get the approval of the report by the Contractor.
4. In justified cases, the term of order completion may be amended, in particular when for objective reasons the Contractor cannot conduct the Training. The decision on a possible postponement of the order completion and the acceptance of a new dates (proposed by the Contractor) rests with the Contracting Entity.
5. The Contracting Entity guarantees to place an order for at least one Training service within the term of the Contract.
6. If the Contractor fails to perform the subject matter of the contract in due time or does not observe the terms and conditions stipulated herein, the Contracting Entity may place an order for the performance of the subject of the Contract with another contractor (having obtained its approval), which has been selected in the course of the proceedings. Exercising this right by the Contracting Entity does not relieve the Contractor from the obligation to pay contractual penalties stipulated herein.
7. If the replacement of the Contractor as stipulated in section 6 occurs as a result of justified circumstances preventing order execution, which are not attributable to the Contractor (with whom the order was originally placed), contractual penalties will not be calculated.
8. The Contractor shall be solely responsible for public law liabilities (including social security), their payment and determination.
9. The Contracting Entity shall not be obliged to make any payments to tax and fiscal authorities in the territory of the country in which the Contractor performs the Contract. However, if the Contractor receives a summons in this respect, it shall have the right (but not the obligation) to pay the amount specified therein, and in such case the Contractor’s remuneration shall be reduced by the amount of the payment made.
10. The Contractor hereby declares that it takes over the responsibilities related to social security under the Contract in accordance with the legislation binding in a given country.
11. The Contractor is obliged to keep the confidentiality of information obtained during the performance of the Contract and to use confidential information only to the extent necessary for the proper execution of the Contract. The Contractor shall not disclose such information to third parties, except where such disclosure is required by applicable law, court order or order of a relevant authority.
12. The Contractor cannot be personally involved in the activities, proposals or projects to which the Orders placed relate. Should such a situation arise, the Contractor shall be obliged to inform the Contracting Entity without delay about such a fact.
13. Subject to Article 4(8), the Contractor declares that, except for the remuneration agreed in the Contract, in connection with the performance of the Contract, the Contractor shall not have or submit to the Contracting Entity any claims for other cash benefits concerning any claims, for the reimbursement of expenses, or for non-monetary consideration.
14. The Contractor is not liable for damages caused by the participants of the Training. The costs of any material losses caused by the fault of the participants shall be borne by the participants themselves.
15. The Parties undertake to make every effort to ensure that the means of communication used to transmit and store data guarantee their protection against unauthorized access to their content by third parties.
16. Contact persons representing the Contractor with whom the Contracting Entity can make arrangements concerning the substance of the contract and authorised to sign acceptance protocols hereunder:

 ……………………, telephone ………………………….., email: ……...............

1. Contact persons representing the Contracting Entity with whom the Contractor can make arrangements concerning the substance of the contract and authorised to sign acceptance protocols hereunder:

 ……………………, telephone ………………………….., email: ……………….

1. Changing the data indicated in (1) and (2) does not constitute an amendment to the Agreement and only requires notification of the other Party by e-mail and obtaining its confirmation.

**Article 4**

**Remuneration, payments**

1. Maximum remuneration, which can be paid to the Contractor for the performance of the Contract cannot exceed the amount of EUR 15,000 gross.
2. The Contractor undertakes to pay a fee **amounting to EUR 25.00 gross** (twenty-five 00/100 euros) per one hour of training (amounting to 45 min.). The number of hours of training may not exceed 8 per one day.

3. Payments for the proper performance of the subject of the Agreement will be made by bank transfer, successively after the Contractor has provided and approved by the Ordering Party a report on the executed orders for a given period, within 30 days:

1) from the delivery of a correctly issued original VAT invoice in the case of Economic Operators,

2) from the delivery of a correctly completed original invoice in the case of Contractors not conducting business activity. The Contractor authorizes the Contracting Entity to issue an invoice. The contractor is obliged to send back the received original invoice, with the signature, via the postal operator within 7 days from the date of receipt of the invoice.

4. The remuneration referred to in section 2 will be paid to a bank account of the Contractor. The day of debiting the bank account of the Contracting Entity will be considered the payment date.

5. The Contractor cannot make any claims against the Contracting Entity for not placing orders for the quantities of services resulting from the description of the subject matter of the Contract.

6. The Contracting Entity shall have the right to suspend payment of an invoice/bill:

1. in the case of non-performance or improper performance of the Service,
2. in the case of proper performance of the service in a situation where the Contracting Entity has calculated contractual penalties in relation to previously executed orders and the Contractor has not paid them after it was requested to do so.

In such a situation, the Contracting Entity will deduct the contractual penalties from remuneration due to the Contractor.

1. The Contractor is required to deliver a VAT invoice/bill to the Contracting Entity’s seat.
2. If the payment deadline is exceeded, the Contractor has the right to charge statutory interest.
3. The Contract price does not include the reimbursement of travel costs related with the Training. Travel costs will be reimbursed on the basis of original coach or rail tickets (second class) or air tickets (economy class) and a travel costs reimbursement form, up to EUR 200, only from / to the place of residence to / from the place of the Training. The reimbursement of taxi fares may occur in justified cases only and after receiving the consent from the Contracting Entity.
4. The Contracting Entity will cover the costs of meals and accommodation at the meeting venue, provided that the training is stationary.
5. The Contracting Entity may cover the costs of stay of a baby minder for a baby not older than one year, but such a request should be presented and agreed with the Contracting Entity prior to training. The Contractor will not cover travel costs for the baby minder.
6. 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 website of the National Bank of Poland.
7. The Contractor hereby authorises the Contracting Entity to withhold taxes and/or other charges from his remuneration, if Polish law requires it.
8. In the case of contracts lasting longer than one month, the remuneration under the Contract shall be paid at least once a month. For this purpose, by the 20th day of each month, the Contractor shall submit to the Contracting Entity information on the number of hours worked or inactivity in a given period, in accordance with the template attached hereto as Annex 2.

**Article 5**

 **Amendment of the Contract**

* 1. The Contractor foresees a possibility for making material amendments to the Contract
	as compared to the contents of the proposal submitted as part of the procedure because of circumstances not attributable to the Contractor and/or the Contractor or persons whose services they use during the performance of the subject matter of contract, which could not be foreseen at the time of its conclusion.
	2. The amendments referred to above are defined in particular as:
	3. amendment of legal provisions applicable to the performance of the Contract;
	4. change in the rate of value added tax in respect to the whole subject matter of contract - if the provisions of the act on value added tax are amended;
	5. change in the term of the contract because of the reasons resulting from "force majeure" (i.e. events that suddenly arise independently of the Parties, which are beyond the control of the Parties, and on the duration of which the Parties have no influence, and the existence of which prevents the Parties from meeting any obligations under the Contract).
		1. The term of the contract may also be amended, if the Contractor reports an obstacle in the performance of the tasks, which is attributable to the Contractor.
		2. Any amendment of the Contract may be made in the form of an Annex drawn with the agreement of both Parties expressed in writing. Otherwise any amendment of the Contract will be null and void.

**Article 6**

**Contractual penalties**

1. The Contractor has the right to charge the Contractor with a contractual penalty for non-performance or faulty performance of the Contract in the following cases and in the following amounts:
2. For not meeting the deadline for submitting a report on training as referred to in Article **3(2)**, the Contractor may require the payment of a contractual penalty of **EUR** **50.00** for each calendar day of the delay,
3. The Contractor shall pay to the Contractor contractual damages for the withdrawal from the Contract due to the reasons attributable to the Contractor amounting to 5% of the remuneration referred to in Article 5(1) of the Contract.

2. Regardless of the contractual penalties specified in (1), in the event of the Contractor 's withdrawal from the Contract for reasons specified in the Contract attributable to the Contractor, the Contractor has the right to charge the Contractor with a contractual penalty of EUR 100.

3. If the damage suffered by the Contractor exceeds the amount of the due contractual penalties, the Contractor has the right to claim supplementary compensation on general terms.

4. The calculation of contractual penalties will be documented by issuing and sending to the Contractor a debit note or another document of a similar nature and a request for penalty payment within 14 days from the date of receipt of the request. The request will include the calculation of the contractual penalty. The Contractor has the right to deduct the charged contractual penalties from the Contractor's remuneration.

5. The payment of contractual penalties does not release the Contractor from the obligation to perform the Contract.

**Article 7**

 **Termination of the Contract**

1. The Contracting Entity may terminate the Contract with immediate effect:
2. if the Contractor has not commenced work or abandoned its performance, i.e. the Contractor does not perform the Contract without justification for a period of at least 2 calendar days from the expiry of the time limit referred to in Article 3(1) of the Contract;
3. if the total amount of contractual penalties referred to in Article 6(1) of the Contract exceeds EUR 300.
4. if the Contractor contravenes the provisions of the Contract relating to the protection of information and/or the protection of personal data.

- but not earlier than after the ineffective expiry of the period not shorter than 7 days specified in the notice to cease infringement sent in writing or by e-mail.

1. The Parties agree that the date of the delivery of a termination notice in writing or by electronic mail shall be the date of terminating the Contract with immediate effect.
2. The right to terminate the Contract in the cases referred to in section 1shall be exercised within 60 days from the date of the occurrence of the reason for contract termination.
3. In the case of the appearance of material change of circumstances, which results in the performance of the Contract or its part to be no longer in the public interest, which could not have been foreseen at the time of concluding the Contract, the Contracting Entity may terminate the Contract or its part within 30 days from taking notice of such circumstances.
4. The Contractor shall have the right to terminate the Contract and request payment for work already done if the Contractor has failed to pay remuneration within 30 days from the expiry of the payment deadline.
5. Termination of the Contract by the Contractor must be preceded by a written request to the Contractor to comply with the obligation, which in the opinion of the Contractor is not discharged, and setting the time limit for payment by the Contractor of not less than 14 calendar days. Only after the expiry of the aforesaid time limit, the Contractor may withdraw from the Contract by sending a notice in writing;
6. If the Contractor terminates the Contract for reasons attributable to the Contractor, the Contractor will retain remuneration for services already performed. A protocol drawn up by the Parties stating the percentage share of performed work and respective remuneration in proportion to such work progress will form the basis for determining the remuneration for the performed work.
7. The Parties have the right to terminate the contract with a two-month notice.

**Article 8**

 **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.

**Article 9**

 **Miscellaneous Provisions**

1. In matters not regulated in this Contract, the provisions of Polish law, the Civil Code in particular, shall apply.
2. Once a year, the Contractor undertakes to provide the Contracting Entity with a residency certificate translated into Polish by a certified translator, whereby the certificate must confirm residency as at the date of earning income. Lack of such a certificate will result in tax being charged according to Polish law.
3. The Contractor cannot assign its liabilities under the Contract to a third party without the consent of the Contracting Entity in writing. Otherwise such an assignment will be null and void.
4. In the case of contravening the provisions of **section 2**, the Contracting Entity may withdraw from the Contract within **60 days** from becoming aware of such circumstances.
5. The Parties will make best efforts to amicably solve any disputes, which may arise in the course of the Contract performance. If an amicable solution of a dispute is not be possible within 30 days from the start of a dispute, disputes will be settled by a court with local jurisdiction for the seat of the Contracting Entity.
6. The Parties undertake to immediately inform each other about any changes of data such as company name, address and account number, etc. and about any other information that may impact the method of making settlements or performing the subject matter of the Contract. All such information shall be communicated in writing.
7. Any changes hereto, including information referred to in section 3 shall be not valid, unless made in writing.
8. 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 are intended for the Contracting Entity. Two copies of the Contract, one in Polish and one in English are intended for the Contractor.
In the case of discrepancy between the two language versions, the Polish version of the Contract shall be binding.
9. The following Annexes form an integral part of the Contract:
	* Annex no. 1: Description of the subject matter of the Contract
	* Annex no. 2: A template declaration on the number of hours worked.

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| --- | --- |
| **CONTRACTOR:**  | **CONTRACTING ENTITY:** |