**The draft contract**

concluded on …………………… in Warsaw

as a result of a Request for Proposals procedure by and between:

**The Foundation for the Development of the Education System** seated in Warsaw, 02-305, Aleje Jerozolimskie 142A, 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: **……………**,

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

and

**…………………………………………………………………………………………………………………………………………………………………………………………………………………………** hereinafter referred to as **the Contractor.**

The Parties hereto agree as follows:

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

1. The subject matter of the contract is: providing on arrival training and evaluation meetings for Erasmus+ volunteers working in the Eastern Partnership countries (Armenia, Azerbaijan, Belarus, Georgia, Moldova, Ukraine) and in Russia; meetings of Erasmus+ volunteering project coordinators; annual meetings of former volunteers; training for youth workers; contact seminars; 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 term of the Contract shall start on 1 March 2018 and it will remain in force until 31 December 2020.
3. The services provided under the Contract shall at least meet the requirements stipulated by the Contracting Entity in the description of the subject matter of contract (Annex no. 1 to the Request for Proposals), which shall constitute **Annex no. 1** to the Contract.
4. The Contractor declares that it has relevant experience and has at its disposal persons capable of adequate performance of the Contract.
5. The training will take place on dates provisionally agreed with the Contracting Entity.
6. Concluding the Contract does not exclude the possibility for the Contracting Entity to place an order for the services stipulated in clause 1 with third parties.

**Article 2. Terms and Conditions of the Contract**

1. The Contracting Entity shall deem a contract executed when the Contractor provides training
and submits a report on provided training issued not later than 7 calendar days from the end of such training.
2. The Contracting Entity will not be held liable for any loss caused by participants of the event. The costs of any possible material loss resulting from reasons attributable to participants shall be borne personally by participants.
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.

**Article 3. Communication between the Parties**

1. The person on the part of the Contracting Entity authorised to contact the Contractor in matters related with the performance of the Contract shall be: ……….………. tel.: ……….…, e-mail: ……..……
2. The person on the part of the Contractor authorised to contact the Contracting 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.

**Article 4. Conditions for Remuneration and Payments for the event, which took place**

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 Contracting Entity 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. The Contractor will send an electronic version of the report on training within 7 days from the end of training to the address eeca@salto-youth.net. The report shall include, among other things, full results of written evaluation (in writing or online).
4. The Contractor will send the original bill/VAT invoice with his signature affixed on it via a postal service operator within 14 calendar days from the date of the approval of the report by the Contracting Entity and sending a draft bill by the Contracting Entity (in the case of Contractors who do not conduct business activity).
5. The Contractor will authorise the Contracting Entity to issue a bill in his name and on his behalf (n the case of Contractors who do not conduct business activity).
6. Payment will be made within 30 days of receipt of the bill/VAT invoice, provided that the Contractor complies with the terms and conditions of the contract, including the submission of the report on training.
7. The remuneration will be paid to the bank account to the Contractor. The day of debiting the bank account of the Contracting Entity will be considered the payment date.
8. If the payment deadline is missed, the Contractor will be authorised to calculate statutory interest.
9. Travel expenses connected with the arrival for training will be reimbursed on the basis of original tickets and bills up to the amount of EUR 200. Reimbursement will be made only for tickets from/ to the place of residence to/from the training venue. The reimbursement of higher travel expenses, including taxi fares, may occur in justified cases only.
10. The Contracting Entity will cover the costs of meals and accommodation at the meeting venue.
11. 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 Contracting Entity will not cover travel costs for the baby minder.
12. 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.
13. The Contractor declares that it takes over the responsibilities related to insurance under the Contract, which will comply with the provisions binding in the country.
14. The Contractor undertakes to submit to the Contracting Entity a current certificate of residence once a year.
15. The Contractor is required to send to the Contracting Entity declarations on the number of hours he worked in a given month (in the case of self-employed Contractors/ Contractors who do not conduct business activity).
16. The Contractor will confirm the number of hours of contract execution on a bill.

**Article 5. Amendment of the Contract**

* 1. The Contracting Entity 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 Contracting Entity 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 Contracting Entity.
		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 Contracting Entity 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 **2(1)**, the Contracting Entity 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 Contracting Entity contractual damages for the withdrawal from the Contract due to the reasons attributable to the Contractor in accordance with Article 8(1) amounting to 5% of the remuneration referred to in Article 4(1) of the Contract.

**Article 7. 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 8. Termination of the Contract**

1. The Contracting Entity may terminate the contract with immediate effect if the Contractor performs the Contract in a manner inconsistent with its terms and conditions (in particular if it breaches the subject matter of contract as stipulated in Annex no. 1 to the Contract) or 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, despite an additional request presented by the Contracting Entity in writing;
2. The parties hereto agree that the date of the delivery of a termination notice in writing shall be the date of terminating the Contract with immediate effect.
3. The right to terminate the Contract in the cases referred to in **section 1** shall be exercised within 30 days from the date of the occurrence of the reason for contract termination.
4. 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.
5. If the Contracting Entity exercises the right to withdraw from the Contract, as stipulated in section 4, the Contractor shall be only entitled to remuneration for the performance of a part of the Contract. 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.
6. If the Contract is terminated for reasons attributable to the Contractor referred to in section 1, the Contractor will not be entitled to remuneration for the work done so far.
7. The Contractor shall have the right to terminate the Contract and request payment for work already done if the Contracting Entity has failed to pay remuneration within 30 days from the expiry of the payment deadline. The right to terminate the Contract must be exercised within 30 days from becoming aware of such circumstances.
8. Termination of the Contract by the Contractor must be preceded by a written request to the Contracting Entity to comply with the obligation, which in the opinion of the Contractor is not discharged, and setting the time limit for payment by the Contracting Entity 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;
9. If the Contractor terminates the Contract for reasons attributable to the Contracting Entity, 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.
10. The Parties have the right to terminate the contract with a two-month notice.

**Article 9. 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. The 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. The 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. 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.

|  |  |
| --- | --- |
| **The Contractor** | **The Contracting Entity** |

**Annexes:**

* + 1. Description of the subject-matter of the contract

1a. The concept of training

2. Declaration on keeping professional secrecy