

**CONTRACT No. .... 2014 – DRAFT**  
concluded on ..... in Sopot

between:

**Institute of Oceanology, Polish Academy of Sciences in Sopot, ul. Powstańców Warszawy 55, 81-712 Sopot,**  
NIP [tax identification number] 5851004839, hereinafter referred to as the CONTRACTING AUTHORITY,  
represented by:

Director – .....

and

business entity ..... with its registered office in .....

registered in ..... NIP .....

hereinafter referred to as the CONTRACTOR represented by:

as follows:

**§ 1**

1. The basis for the conclusion of this agreement is procedure No. IO/ZN/2/2014 under art. 30a of the Act 30 April 2010 on the Principles of Financing Science (Journal of Laws of 2010 No. 96, item 615 as amended) and art. 4, paragraph 8a of the Act of 29 January 2004, the Public Procurement Law (Journal of Laws of 2013, item 907, as amended).
2. The contract is funded from Norway Grants in the Polish-Norwegian Research Programme within the project „Impact of absorbing aerosols on radiative forcing in the European Arctic” (iAREA).

**§ 2**

1. The subject of the agreement is the delivery of Ceilometer for the Institute of Oceanology, Polish Academy of Science in Sopot, in accordance with the submitted bid of ..... (date) and Contract awarding notice of .....(date).
2. Under the agreement the Contractor is obligated to:
  - a) deliver the Subject of the agreement to the registered office of the Contracting Authority (packed and insured for delivery of the device to the place of destination),
  - b) provide the Contracting Authority with full documentation and the operating manual in Polish and/or in English,
  - c) provide the Contracting Authority with the software (with licence if required),
  - d) provide the Contracting Authority with warranty or other documents, if required for the exercise of rights by the Contracting Authority,
  - e) provide the warranty service.

**§ 3**

1. The subject of the agreement referred to in § 2 will shall be delivered not later than within ..... from the date of signing the agreement.
2. The place of delivery of the subject of the agreement: premises of the Institute of Oceanology, Polish Academy of Sciences, ul. Powstańców Warszawy 55, 81-712 Sopot.

**§ 4**

1. According to the submitted bid, the Contractor's remuneration for the performance of the contract amounts to total (gross) of PLN ..... (say: PLN ..... 00/100), net value: PLN/€..... (say: PLN/EURO ..... 00/100).
2. The costs of customs duties and VAT will be settled and paid by the Contracting Authority, provided that the Contractor is an entity with its registered office outside the territory of the Republic of Poland and if it is required pursuant to the relevant tax and customs provisions.
3. The amount referred to in paragraph 1 includes all costs related to the execution of the agreement, including the price for the object of the agreement (with software and documentation), the costs of packaging and transport to the premises of the Contracting Authority, as well as the cost of and insurance during the delivery to the place of destination, cost of warranty and warranty services.
4. The Parties agreed that the payment for the delivered object of the agreement will take place on the basis of the invoice delivered to the Institute of Oceanology, Polish Academy of Sciences in Sopot, following the signing the acceptance protocol by the Contracting Authority without reservations.

5. Payment will be transferred from the account of the Contracting Authority to the Contractor's account ..... within 30 days from the date of acceptance of the object of the agreement without reservations and after receipt of the invoice properly issued by the Contractor.
6. The Contractor is entitled to statutory interest for the delay in payment.

## § 5

1. Warranty period for the subject of this contract is ..... from the date of acceptance of the object of the agreement without reservations
2. The Contractor shall provide a brand new device within the specified period of time. The device shall meet all the functional and technical requirements specified by the Contracting Authority in the Contract awarding notice. The device shall not be a subject of third-party rights.
3. The Contractor shall be liable to the Contracting Authority for any physical and legal defects of the delivered equipment (particularly involving any non-compliance with the description of the Subject of the contract), as well as damage suffered during transport.
4. In the case of non-compliance of equipment, in particular in case of lack of required and offered technical performance or functionality, and in the case of delivery of damaged equipment, the Contracting Authority may refuse to accept it. In such a situation the Contracting Authority shall inform the Contractor by mail, by fax or electronic mail, on the observations of the Contracting Authority as to the irregularities sending a written protocol and call the Contractor to remedy the defects within the specified time or to provide defect-free equipment.
5. In the case of irregularities found in the delivered equipment, in particular lack of required and offered technical performance or functionality after the commencement of individual analysis, the Contracting Authority shall notify the Contractor of the irregularities within 7 days from the date of disclosure in writing, by fax or electronically. The notification should be accompanied by: a complaint report including the request detailing the method of the removal of the irregularities and equipment acceptance protocol.
6. Irregularities indicated by the Contracting Authority and referred to in the paragraphs 3 and 4 above shall be removed by the Contractor at its own expense, in the manner specified by the Contracting Authority, no later than 30 days from the date, on which the irregularities were claimed, subject to longer period for removal of defects upon agreement with the Contracting Authority.
7. Shall the Contractor fail to respond to the notice of the irregularities within 7 days of its receipt, it will be tantamount to recognition of the complaint and Contractor's commitment to immediately remove the irregularities.
8. If the irregularities cannot be removed, the Contractor shall deliver the defect-free equipment within 30 days of filing the complaint for the remuneration provided for hereto. The Parties may agree on different period for delivery.

## § 6

1. The Contractor shall pay to Contracting Authority stipulated penalties in the amount of:
  - a) 0.5% of the net value of the contract for each day of delay in delivery of the object of the agreement;
  - b) 0.5% of the net value of the contract for each day of delay in removal of defects found during or after the acceptance of the object hereof.
2. The Contracting Authority reserves the right to claim compensation in excess of the above penalties under the general rules of the Civil Code.
3. The Contracting Authority shall be entitled to deduct stipulated penalties from the remuneration payable to the Contractor.

## § 7

1. In the event of a substantial change in circumstances resulting in a situation, where the execution of the agreement is no longer in the public interest, which could not have been foreseen at the time of the conclusion of this Agreement, the Contracting Authority may cancel the contract within 30 days of becoming aware of those circumstances. In such a case the Contractor may only claim the remuneration for the actually delivered goods.
2. The Contracting Authority reserves the right to withdraw from the agreement within 15 days of re-delivery of malfunctioning equipment by the Contractor or failing to meet the required and offered technical specification or if the defects are not removed – following a formal notice to the Contractor to fulfil the obligations in accordance with § 5 sections 6 and 8 of the Agreement and setting an additional term to remove the irregularities.

## § 8

1. Any changes or additions to this agreement shall be in writing under pain of nullity.
2. The Contracting Authority anticipates possibility of changes in the Contract, especially in occurrence of following circumstances:

- a) changes will be advantageous to the Contracting Authority in terms of Contract realisation, especially they will advance date of delivery of the object of the Contract, lower the cost incurred by the Contracting Authority of execution, maintenance or usage of the object of the contract or increase its usefulness;
- b) changes in the deadline for completion of the contract - in the case where it is impossible for the Contractor to meet the deadline for execution of the contract for reasons beyond the control of the Contractor;
- c) in the event of force majeure, such as occurrence of a random event caused by external factors, which could not have been predicted with certainty, in particular, a direct threat to life or health of people or risk of significant damage;
- d) changes to the agreement are necessary due to the changes in the relevant legislation;
- e) changes to the contract are necessary due to actions taken by the administrative bodies or institutions authorized to issue decisions or other commanding or supervisory acts related to the delivery of the object of agreement.

#### **§ 9**

The Contractor may not assign claims arising from this agreement to a third party without the written consent of the Contracting Authority.

#### **§ 10**

Any disputes arising in connection with the execution of this agreement shall be settled by negotiation and in the case of failure to reach an agreement, disputes shall be settled in court by the court having jurisdiction over the Contracting Authority's registered office.

#### **§ 11**

In matters not covered by the provisions of this Agreement the following provisions shall apply Polish Civil Code.

#### **§ 12**

1. The agreement was drawn up in three counterparts, two copies for the Contracting Authority and one copy for the Contractor.
2. In the case of the preparation and signing of the English version of the agreement, the Polish version is the basis for the interpretation of the agreement.

THE CONTRACTING AUTHORITY

THE CONTRACTOR

.....

.....

Appendices to the Agreement:

1. Bid of the Contractor
2. Contract awarding notice