

AGREEMENT NO. CPE/WS PB/.../2016
concluded in Gdansk on ...

by and between:

The State Treasury - the Center of European Projects, a state budget unit located in Warsaw at ul. Domaniewska 39a, 02-672 Warsaw, holding REGON (Official Companies Register) identification number 141681456 and NIP (Tax Identification Number) 7010158887, represented by:

...,

hereinafter referred to as **the Principal**,

and,

Ms/Mr... residing in ... at ... holder of an Identity Card number..., PESEL (Personal Identity Number) ... and TAX identification number...,

hereinafter referred to as **the Contractor**.

The Principal and/or the Contractor are also individually referred to as the Party or jointly as the Parties to this Agreement.

Article 1
Obligations of the Parties

1. The Principal orders and the Contractor undertakes to perform the Work consisting in the quality assessment of ... projects:

...

by appraising each sub-criterion with a score, accompanied with a clear qualitative description (highlighting the strengths and weaknesses) justifying the given score as well as providing assessment conclusions per criterion and for the project proposal as a whole. The expert's conclusions must be presented in a clearly structured and comprehensive way, putting the JS in the position to justify a funding recommendation or rejection by the Programme. In case of recommending a project proposal for funding, recommendations, conditions and/or clarifications for necessary amendments during the clarification phase shall also be provided by the expert.

2. Before performing the Work, The Contractor shall confirm his impartiality by delivering signed impartiality letter. Provided that, information included in the impartiality letter is false, the Principal has the right to terminate the Agreement without paying remuneration to the Contractor.

3. All the information and materials necessary to execute the Work shall be provided to the Contractor via e-mail by the Joint Secretariat of the Interreg South Baltic Programme 2014-2020 by ...

4. The Contractor undertakes to execute the Work by ...

5. During the term of this Agreement, the Contractor undertakes:

- 1) to carry out the activities covered by the Agreement: on time, with the utmost care, in accordance with the current knowledge, professional competence, ethics and integrity,
- 2) not to pursue activities contrary to the interests of the Principal,
- 3) to comply with the stipulations of/contained in:

- Cooperation Programme document,
 - Programme Manual,
 - Assessment documents (i.e. quality assessment sheet, assessment guidelines).
6. At the request of the Principal, the Contractor is required to provide, in the form required by the Principal, full information on the extent of the completion of the Work.
 7. Unless otherwise allowed in writing by the Principal, the Contractor undertakes, upon the conclusion and following the termination of this Agreement, not to disclose to third parties any confidential information acquired in carrying out this Agreement, including in particular: documents, information obtained in the written and graphic form, in the form of sketches, notes, electronic record or in any other form.
 8. The Contractor must immediately notify the Principal in writing of any obstacles that prevent the execution of the Work.
 9. The Principal undertakes to cooperate with the Contractor in activities aimed at implementing the provisions of this Agreement, in particular to provide information and share documents and other materials necessary to perform the Work.
 10. Without the written consent of the Principal, the Contractor may not delegate the implementation of the Work to a third party.
 11. To coordinate the activities related to the implementation of this Agreement, The Principal shall appoint **Ms Khrystyna Bosovych**, Project Officer from the Joint Secretariat of the Interreg South Baltic Programme 2014-2020.
 12. The Contractor entitles the Principal to inform the Monitoring Committee of the South Baltic Programme about the scope of this Agreement including providing personal data of the Contractor.

Article 2 **Payment**

1. By virtue of the proper performance of the Agreement, the Contractor shall be entitled to the remuneration in the amount not exceeding the gross sum of ... **EUR** (say: ... 00/100).
2. The remuneration referred to in paragraph 1 includes the **transfer of copyright for an unlimited period** to any works covered by this Agreement, in the fields of exploitation indicated in article 3, paragraph 3.
3. After completing the Principal's order, the Contractor is entitled to issue a bill for properly executed work under this Agreement.
4. Payment of remuneration will take place on the basis of the properly issued - in terms of accounting and formal requirements - Contractor's bill, within 21 days of the receipt of the bill at the following address of the Principal:

Joint Secretariat

Al. Grunwaldzka 186 (GARNIZON)
80-266 Gdańsk, Poland

Data for a bill:

*Centrum Projektów Europejskich,
ul. Domaniewska 39 a, 02-672 Warszawa
NIP 701 015 88 87*

5. A condition for issuing the bill by the Contractor is the acceptance by the Principal of the protocol of receipt concerning execution of works under this Agreement. The person responsible for signing the protocol is Mr Igor Kaniecki, Head of the Joint Secretariat of the Interreg South Baltic Programme 2014-2020, or the person authorized by him.
6. The date of payment shall be the date of debiting the Principal's bank account.
7. In case of default of the order by the Contractor within the prescribed deadline, the Principal may terminate the Agreement with immediate effect, with the right to contractual penalty equal to 20% of the remuneration referred to in Article 2, paragraph 1 of this Agreement.
8. In case of delay of the execution of Work, the Contractor is required to pay a penalty in the amount of 1% of remuneration referred to in Article 2, paragraphs 1 of the Agreement, for each day of delay.
9. The Principal shall have the right to deduct the amount of penalty from bill issued in connection with the execution of this Agreement, to which the Contractor agrees. Where the amount of damage suffered by the Principal exceeds the amount of contractual penalty specified in the paragraphs 7 and 8, the Contractor is obliged to repair the damage in the full amount.
10. Principal shall not be entitled to penalty where the delay in execution of the Agreement is the result of circumstances for which the Contractor is not liable.

Article 3 **Copyright**

1. The Parties to this Agreement declare that the Work covered by this Agreement is subject to copyright within the meaning of the Act on Copyright and Related Rights, of February 4, 1994 (Journal of Laws of 2006, No 90, item 631, as amended).
2. The Center of European Projects is not responsible for any legal defects of the Work carried out by the Contractor, in particular, for any third party claims arising from infringement of intellectual property rights, including the violation of the provisions of the Act on Copyright and Related Rights of February 4, 1994 (Journal of Laws of 2006 No 90, item 631, as amended).
3. From the date of acceptance of the Works by the Principal, the Contractor assigns to the Principal the material copyrights and related rights concerning their disposal and use for an indefinite period, in the following fields of exploitation:
 - 1) recording;
 - 2) digitization;
 - 3) storage in the computer memory;
 - 4) making computer printout;
 - 5) reproduction by printing, recording on CD;
 - 6) marketing;
 - 7) free of charge hire or proving access to copies;
 - 8) making available in whole or in part in the Internet computer network in a manner allowing reception and retransmission by an interested user;
 - 9) publication and dissemination in whole or in part, on the Internet, including storage in RAM memory

in the original language and translated into foreign languages (including possibly into Polish), together with the right to develop, reassemble and change the arrangement (edit), on the Polish territory and abroad.

Article 4

Data Protection

1. If the proper execution of activities covered by this Agreement, Contractor shall obtain access to personal data (within the meaning of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR) (OJ L 119, 4.5.2016, pp. 1–88), the Contractor undertakes to perform the duties which are incumbent on the Principal in accordance with the Law on Personal Data Protection, as an administrator of personal data.
2. The Contractor agrees to comply with the provisions of the GDPR, in particular to maintain the confidentiality of personal data to which it has access to in connection with the performance of this contract, even after its termination.
3. Principal shall have the right to monitor compliance by the Contractor of the GDPR, and the provisions of this Agreement.

Article 5

Final Provisions

1. The Agreement shall enter into force upon signature by the other Party.
2. In matters not regulated by the Agreement the relevant provisions of the Civil Code shall apply.
3. Any changes to this Agreement shall be made in writing under pain of nullity.
4. In case of dispute, the Parties will seek to resolve the differences between them amicably.
5. Any disputes arising from the implementation of this Agreement shall be settled by a court of competent jurisdiction for the registered office of the Principal.
6. The Agreement has been concluded in three identical copies, two copies for the Principal and one for the Contractor.
7. The following annexes constitute an integral part of this Agreement:
Annex No. 1 - Power of Attorney,
Annex No. 2 - Declaration of Impartiality and Confidentiality,
Annex No. 3 - Protocol of receipt,
Annex No. 4 – Account (bill) form.

THE PRINCIPAL

THE CONTRACTOR