Agreement Nr ZZ/40/002/D/2017
Done on 2017

between:
Gdansk University of Technology, Faculty of Civil and Environmental Engineering with its registered office in 80-233 Gdansk, ul. Narutowicza 11/12
represented by:
...., acting on the basis of the power of attorney of the Rector of Gdansk University of Technology
hereinafter referred to as "Ordering Party"

and

....
based in .... ……………… ....TAX NUMBER: .... CODE: ....

represented by:
1. ....
2. ....

hereinafter referred to as "the Contractor"

which is awarded a contract in the field of science without applying the provisions of the Act of January 29, 2004 Public Procurement Law, art. 4d para. 1 pt 1 (Journal of Laws of 2017, item 1579), hereinafter referred to as the Public Health Act.

§ 1
SUBJECT OF THE CONTRACT

The subject of the contract is for the delivery of a numerical vehicle model of the BMW 5 Series, entered into the Ls-Dyna Finite Element Method program, which is currently used by the Ordering Party for scientific research to carry out TB32 crash test according to EN-1317 within the RID projects financed jointly by the National Center Research and Development and the General Directorate for National Roads and Motorways "Traffic Safety Devices" under the terms and conditions specified in the contract notice No. ZZ/40/002/D/2017 dated ... .2017 and in the offer of .... .2017r. submitted by the Contractor, constituting attachments to this Agreement and forming an integral part thereof.

§ 2
DATE AND CONDITIONS FOR IMPLEMENTING THE AGREEMENT

1. Delivery of the subject of the contract will take place within 3 days from the conclusion of the contract.

2. The model file will be sent to the Ordering Party at email: wojwit@pg.edu.pl

3. Receipt of the object of the contract in terms of compliance with the offer will be authorized by the Ordering Party employee: phd. eng. Wojciech Witkowski associate professor of GUT

4. The person authorized to represent the Contractor in matters related to performance of the contract is ....

5. Every change of designated persons, the Ordering Party and the Contractor shall immediately notify each other. Damages resulting from failure to comply with this obligation shall be borne by the obligated party.

1

§ 3
PRICE AND PAYMENT CONDITIONS

1. For performance of the subject matter of the contract, in accordance with the offer of ....2017 submitted by the Contractor, the price is determined in the amount of:

   gross / net: .... euro
   in euro: (.................................. ./100).

   The above price includes all price-related elements resulting from the scope and manner of realization of the object of the contract.

2. The subject matter of a contract shall be deemed to be fulfilled if it is received by a transfer note signed by both parties without reservation within the time limit set forth in § 2 section 1 of this contract. This protocol will provide the basis for invoicing.

3. According to the declaration expressed in the offer, the Contractor (Polish, foreign) will issue an invoice in euro currency. All settlements between the Ordering Party and the Contractor (Polish, foreign) will be conducted in Euro. *

4. According to the declaration expressed in the offer the Contractor (foreign) will issue an invoice in currency ……. , converting the contractual remuneration referred to in paragraph 1 of this paragraph, denominated in euro, according to the sales rate at the bank of the Contractor at the date of the invoice. Any settlement between the Ordering Party and the Contractor will be conducted in currency … .*

5. According to the declaration expressed in the offer, the Contractor (Polish) will issue an invoice in PLN, recalculating the contractual remuneration referred to in paragraph 1 of this paragraph, denominated in euro, according to the selling rate at the bank of the Contractor at the date of the invoice. Any settlement between the Purchaser and the Contractor will be conducted in Polish currency.

6. Ordering Party data for invoice: Gdansk University of Technology, Faculty of Civil and Environmental Engineering, 80-233 Gdańsk, ul. Narutowicza 11/12. NIP 584-020-35-93.

7. Payment for the invoice will be made within 21 days from the date of receipt by the Ordering Party of a properly issued invoice, from the Employer's account to the Contractor's account indicated on the Contractor's invoice.

8. The day of payment shall be deemed to be the date on which the Ordering Party's account is debited.

§4
PENALTIES

1. The contractor will pay the Ordering Party a contractual penalty for late execution of the subject of the contract in accordance with § 2 p.1 contract of € 10 for each day of delay.

2. Withdrawal from the contract by either party, the party giving rise to the reason for withdrawal shall pay the other party a contractual penalty of 10% of the gross remuneration specified in § 3 secion 1 of this contract, excluding the circumstances referred to in art. 145 section 1 of the Public Procurement Law.

3. In the event of damage exceeding the contractual penalties, the parties reserve the right to claim supplementary damages in accordance with the general provisions of the Civil Code.

4. The Contractor agrees to deduct the contractual penalty from his price.

§ 5
FINAL PROVISIONS

1. All changes and additions to this Agreement must be null and void unless made in writing.

2. In matters not regulated by the provisions of this contract, the provisions of the Civil Code shall apply and any disputes between the parties shall be settled in accordance with Polish law by the court competent for the registered office of the Ordering Party.

3. The Contractor assumes all liability for any claims which third parties may make against the Ordering Party in connection with his use from the rights belonging to third parties and in particular from copyright, patents, utility models, ornamental patterns, industrial designs or trademarks, if the normal use of the subject matter of the contract requires the use of these rights. In the event of disclosure of claims by third parties, the Contractor shall take all necessary steps and safeguard actions against the claimant, claims, losses, costs or other liability to third parties. In case of loss, expense or satisfaction of claims of third parties for which the Ordering Party is not responsible, the Contractor is obliged to cover them or return in full.

4. The Ordering Party does not allow the possibility of assignment of a claim or transfer of rights and obligations under this agreement to third parties without his written consent.

5. The parties are bound by the other terms and conditions contained in the notice of ... ..2017r. And the contractor's offer of .... 2017r.

6. This agreement was made in 2 identical copies, one for each of the parties.

* delete unnecessary

Attachments to the contract:

1. Receipt and acceptance protocol
2. Procurement notice
3. Contractor's offer

CONTRACTOR   ORDERING PARTY

Acceptance of the contents of the contract is made by submitting a statement on the offer form.

ACCEPTANCE PROTOCOL
to the agreement nr ZZ/40/002/D/2017 done on …………………..

CONTRACTOR:	OREDRING PARTY:
	Gdansk University of Technology Faculty of Civil and Environmental Engineering ul. G. Narutowicza 11/12, 80-233 Gdańsk
Contractor's representative:	Ordering Party's representative:

Subject of the contract: delivery of the BMW 5 Series model vehicle in the input format of the Finite Element Method Ls-Dyna program

The model file was sent to the email address: .... on ....2017r.

Subject of contract executed in accordance with the agreement on 2017
The Ordering Party receives the object of the contract without reservation.

Comments on the realization of the object of the contract: ....
....
....
Deadline for removing faults or defects .... *

The deficiencies, defects or defects indicated in the above protocol were removed on
..............................2017

The ordering party receives the object of the contract without reservation.

This protocol provides the basis for invoicing.

Contractor's Representative: ....
(name and surname) (signature)

Representative of the Ordering Party: ....