

AGREEMENT NO. [____]
in the procedure under the name
„Expert opinion (gap analysis) of BSL-3 laboratory in Łukasiewicz –
PORT”

hereinafter referred to as the **„Agreement”**, made on [____] by and between:

Łukasiewicz Research Network – PORT Polish Center for Technology Development with its registered office in Wrocław at Stabłowicka Street 147, 54-066 Wrocław, entered in the register of entrepreneurs of the National Court Register by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register under the number KRS 0000850580, holding Taxpayer Identification Number (NIP) 894-314-05-23 and business statistical number (REGON) 386585168,

represented by [____],

hereinafter referred to as the **„Contracting Party”**,

and

[____], with its registered office in [____], entered in the register of entrepreneurs of the National Court Register under the number KRS [____], Taxpayer Identification Number (NIP): [____],

represented by [____],

hereinafter referred to as the **„Contractor”**,

hereinafter jointly referred to as the **„Parties”**.

PREAMBLE

1. This Agreement is concluded by the Parties as a result of the procedure for awarding contract with a value lower than EU thresholds under the name **„Expert opinion (gap analysis) of BSL-3 laboratory in Łukasiewicz – PORT”**, conducted on a regular basis without negotiations on the basis of the Act of September 11, 2019 – Public Procurement Law.
2. On the basis of this Agreement, the Contractor shall perform the expert opinion (gap analysis) of the biosafety level 3 (BSL-3) laboratory in Łukasiewicz – PORT and carry out potential additional services against maximum remuneration to the amount of [____], within 8 weeks (56 calendar days) of the date of conclusion of the Agreement and on the terms and conditions specified each time in detail in the Agreement.



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3. This Preamble has no normative character.

§ 1.

SUBJECT MATTER OF THE AGREEMENT

1. On the basis of this Agreement, the Contracting Party orders the Contractor and the Contractor commits to perform for the Contracting Party the expert opinion – gap analysis, aimed at identifying inconsistencies between the current state of the BSL-3 laboratories at Łukasiewicz Research Network – PORT Polish Center for Technology Development (hereinafter referred to as the „Laboratory”), and existing standards and best practices for the architecture and engineering of biosafety level 3 laboratories (hereinafter referred to as the „**Analysis**” or the „**Expert Opinion**”), against remuneration specified in § 4. As a result of the Expert Opinion, the Contractor will prepare an expertise report (hereinafter referred to as the „**Report**”).
2. The Report will also analyse the possibility of modernising and adapting the Laboratory to meet the requirements of BSL-3 standard and the costs of such adaptation. The detailed scope of the subject matter of the Agreement, including the content of the Report, is specified in appendix no. 1 to this Agreement – description of the subject of the procurement.
3. The purpose of the execution of the subject matter of the Agreement is to determine whether it is possible for the Laboratory to meet current standards relating to the function of laboratories at BSL-3 by modernizing in the scope determined by the Contractor and whether it is necessary to redesign and reconstruct the Laboratory and the installation, and if so, to what extent. Deficiencies, gaps, shortcomings etc. identified by the Contractor should be substantiated with measurements, regulations, generally applicable procedures etc. together with recommendations as to their practical removal, repair or change.
4. The Report should be provide the Contracting Party with the knowledge to establish the scope of works necessary for the Laboratory to comply with BSL-3 standards. In particular it should contain information necessary to prepare the description of the subject of the procurement for carrying out design works to adapt the Laboratory to the requirements of BSL-3 standard and for preparation of construction designs.

§ 2.

REPRESENTATIONS AND OBLIGATIONS OF THE CONTRACTOR

1. The Contractor will execute the Expert Opinion, on the basis of documentation received from the Contracting Party and the on-site inspection of the Laboratory, including measurements taken in the Contracting Party’s premises at Stabłowicka Street 147 in Wrocław.



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2. The Contractor represents that they have appropriate experience, knowledge, skills and qualifications for the proper performance of the subject matter of the Agreement, and that they undertake to perform the subject matter of the Agreement with the utmost care, respecting the provisions of the law, applicable norms and standards and incorporating the latest achievements of professional knowledge; in particular they represent that they have expert knowledge and understanding of applicable regulations/guidelines/standards in the scope of the requirements related to the operation of BSL-3 laboratories.
3. The Contractor represents that they will perform the subject matter of the Agreement (including the key elements of the contract) using Experts named in appendix no. 4 to the Agreement. The named Experts can be changed with the consent of the Contracting Party and on condition that the new Experts meet the requirements and have experience to a degree not less than those Experts specified in the Contractor's offer.
4. The Contractor represents that they know and accept the purpose for which the Contracting Party orders the Contractor to prepare the Expert Opinion, which was specified in § 1 par. 3 and 4.
5. The Contractor will closely cooperate with the Contracting Party, and will apply the Contracting Party's guidelines as to the manner of performance of the subject matter of the Agreement and immediately provide the Contracting Party with explanations and necessary information that may affect the performance of this Agreement. At the Contracting Party's request, the Contractor is in particular obliged to present information on the progress of works on the subject matter of the Agreement.
6. The Contractor shall perform the following key elements of the object of the contract in person: 1) work related to the analysis of the necessity and the scope of reconstruction of the heating system, ventilation and air-condition, 2) work related to the analysis of necessary changes in the layout of individual rooms, so that they are functional according to the planned purpose, 3) work related to the analysis of the need to change the wastewater decontamination system, 4) preparation of the Report.
7. The Contractor shall be held liable for all acts and omissions by persons and entities with whose assistance it performs the subject matter of the Agreement, as if they were its own acts and omissions.
8. The Contracting Party shall enable the Contractor to carry out the on-site inspection referred to in par. 1, after establishment of the exact date by the Parties.
9. If the Contracting Party's cooperation is necessary for the proper performance of the subject matter of the Agreement, including in particular the provision of information or additional documents specified by the Contractor, the Contractor shall be obliged to inform the Contracting Party in writing or via e-mail. The Parties shall determine the date and form of provision by the Contracting Party of information / documents referred to in the preceding sentence.



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§ 3.

DATE AND CONDITIONS OF PERFORMANCE OF THE AGREEMENT

1. The Parties agree on the following deadline for the Contractor to execute the subject matter of the Agreement: 8 weeks (56 calendar days) from the date of signing this Agreement.
2. The Report should be made in writing as a single document. The Report, drawings and all other documents created during the gap analysis should be submitted to the Contracting Party in person or by post or courier and in electronic form as source files in their original format and as PDF file via e-mail or on electronic media (pen drive). The Report should be signed, amongst others, by the Experts specified in the list of persons.
3. The time limit specified in par. 1 shall be deemed to have been met if the Report has been handed to the Contracting Party by the Contractor in electronic form before expiry of the period indicated in par. 1, provided that the paper version of the document shall subsequently be delivered to the Contracting Party's registered office within 10 calendar days of submission of the electronic version of the Report.
4. The Parties consider the date of submission of the Report to the Contracting Party to be the date of completion the Agreement, providing that within 21 calendar days of receipt of the document by the Contracting Party, the Contracting Party does not raise any objections as to the content of the Report submitted. Objections raised by the Contracting Party will be submitted to the Contractor in writing or via electronic mail, to the address specified in § 7 par. 1 of the Agreement.
5. Within 14 (fourteen) calendar days of the date of submission of objections by the Contracting Party in relation to the Report, the Contractor shall complete and comply with the actions requested by the Contracting Party.
6. After completion of the revisions to the Report by the Contractor, the Contractor will provide the Contracting Party with the revised Report, and subsequently the provisions of par. 4 shall apply accordingly.
7. In the event of further objections raised by the Contracting Party, par. 5 shall apply accordingly.
8. The completion of the subject matter of the Agreement shall be confirmed by an acceptance protocol, drafted by the Contracting Party within 5 calendar days from the last day on which objections can be raised as per par. 4. The template of the acceptance protocol constitutes appendix no. 3 to the Agreement (hereinafter referred to as the „Acceptance Protocol”).

§ 4.

REMUNERATION



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1. The Contracting Party shall pay the Contractor for the performance of the entire subject matter of the Agreement remuneration in the amount of: [____] (say: [____]) net, increased by the due value added tax (VAT), i.e. in total [____] (say: [____]) gross¹.
2. The remuneration referred to in par. 1 shall be payable in the following manner:
 - a) 20% (twenty percent) of the remuneration shall be paid within 5 calendar days from the date of signing this Agreement, as an advance payment for the execution of the Agreement, to the bank account of the Contractor no. [____]. If the provisions of applicable law so require, the Contractor shall issue and send the Contracting Party the relevant accounting document immediately after receiving the advance (e.g. the advance payment invoice).
 - b) 80% (eighty percent) of the remuneration shall be paid within the time limit referred to in par. 6 below.
3. The remuneration specified in par. 1 is a flat-rate remuneration and includes all costs, including costs of travel, accommodation, etc. necessary for the performance of the subject matter of the Agreement. The remuneration specified in par. 1 also includes the remuneration of the Contractor for the transfer of proprietary copyrights in all fields of use specified in the Agreement and for permission to exercise derivative rights.
4. The flat-rate remuneration will not change throughout the entire period of performance of the Agreement and the Contractor may not demand that the remuneration be increased even if the size or cost of work at the time of conclusion of the Agreement could not be predicted.
5. The basis for the issuance of the invoice for the performance of the subject matter of the Agreement shall be the Acceptance Protocol signed by the Contracting Party.
6. The remuneration shall be paid within 30 calendar days from date of delivery to the Contracting Party of the invoice properly issued by the Contractor, to the bank account of the Contractor specified in the invoice. If the Contractor is established in a country other than the Republic of Poland, the Contractor shall be obliged to provide, along with the invoice, a tax residence certificate (the certificate of the taxpayer's registered office for tax purposes issued by the competent tax administration authority of the state where the Contractor's registered office is situated), issued in the year in which the payment is to be made. The remuneration will be paid by the Contracting Party provided that the Contractor has provided a tax residence certificate.
7. The Contracting Party accepts that the Contractor uses electronic invoices which shall be sent to the address: e-faktury@port.lukasiewicz.gov.pl and the address of the Contracting Party's agent specified in § 7 par. 1.
8. The date of payment shall be the date of debiting the Contracting Party's bank account.
9. The Contracting Party represents that it is an active VAT payer.

¹ The provision to be adjusted depending on how the transaction will be taxed.



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10. The Contractor represents that it is/is not² an active payer of VAT/VAT UE³.
11. The Contracting Party represents that it has the status of large entrepreneur within the meaning of the Act of March 8, 2013 on counteracting excessive delays in commercial transactions (i.e. Journal of Laws of 2020, item 935).

§ 5.

CONTRACTUAL PENALTIES AND WITHDRAWAL FROM THE AGREEMENT

1. The Contracting Party shall be authorised to demand that the Contractor pay contractual penalties in the event of the following violations of the provisions of this Agreement:
 - a) in the event of the Contractor's delay in the performance of the subject matter of the Agreement within the time limit specified in § 3 par. 1 of the Agreement, the Contractor shall pay the Contracting Party the contractual penalty in the amount of 0.3% of the net remuneration specified in § 4 par. 1, for each commenced day of the delay;
 - b) in the event of the Contractor's delay in correction of issues raised by the Contracting Party upon receipt of the subject matter of the Agreement within the time limit specified in § 3 par. 5 of the Agreement, the Contractor shall pay the Contracting Party the contractual penalty in the amount of 0.1% of the net remuneration specified in § 4 par. 1, for each commenced day of the delay;
 - c) in the event of the Contracting Party's withdrawal from the Agreement for reasons attributable to the Contractor, the Contractor shall pay the Contracting Party the contractual penalty in the amount of 20% of the net remuneration specified in § 4 par. 1;
 - d) if the Contractor changes Experts contrary to § 2 par. 3, the Contractor shall pay the Contracting Party the contractual penalty in the amount of 5% of the net remuneration specified in § 4 par. 1.
2. The contractual penalties referred to in par. 1 shall be summed up. The total amount of contractual penalties calculated by the Contracting Party shall not be higher than 30% of the net remuneration specified in § 4 par. 1.
3. Payment of the contractual penalties referred to herein shall not deprive the Contracting Party of the right to demand supplementary compensation on general terms and conditions, if the damage exceeds the amount of the stipulated contractual penalties.
4. The Contracting Party shall have the right to withdraw from the Agreement if:
 - a) the Contractor has failed to start execution of the subject matter of the Agreement within 2 weeks (14 calendar days) of the date of conclusion of the Agreement. The Contracting Party may withdraw from the Agreement on this

² Delete as applicable.

³ Delete as applicable.



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basis within 8 weeks (56 calendar days) from the date of conclusion of the Agreement;

- b) the Contractor has failed to perform the subject matter of the Agreement within the time limit specified in § 3 par. 1 of the Agreement. The Contracting Party may withdraw from the Agreement on this basis within 3 months from the expiry of the time limit specified in § 3 par. 1 of the Agreement;
- c) the Contractor has failed to remove objections raised by the Contracting Party upon receipt of the subject matter of the Agreement within the time limit specified in § 3 par. 5 of the Agreement. The Contracting Party may withdraw from the Agreement on this basis within 3 months from the expiry of the time limit specified in § 3 par. 5 of the Agreement, no later however than until the moment of signing the Acceptance Report.

§ 6. COPYRIGHTS

1. The Parties represent that as a result of the implementation of this Agreement, works can be created within the meaning of art. 1 par. 1 of the Act of February 4, 1994, on copyrights and derivative rights (hereinafter referred to as „**Works**”). Works may in particular include the Report.
2. The Contractor transfers to the Contracting Party unconditionally, without time or territorial limitations, as part of the remuneration referred to in § 4 par. 1, to the fullest extent permitted by the law, proprietary copyrights to Works in all fields of use known upon conclusion of the Agreement, including in particular in the fields of use specified in art. 50 of the Act of February 4, 1994, on copyrights and derivative rights, i.e.:
 - a) in the scope of recording and reproducing the work – producing copies of the work using specific techniques, including printing, reprography, magnetic recording and digital technology;
 - b) in the scope of trading the original or the copies on which the work has been recorded – marketing, lending for use or renting the original or the copies;
 - c) in the scope of disseminating the work in a manner other than specified in section 'c' – public performance, exhibition, display, reproduction, broadcasting and rebroadcasting, as well as making the work public so that everyone can access it in the place and time selected.
3. Proprietary copyrights to all Works shall be transferred once the Contracting Party has signed the Acceptance Report, with no need for the Parties to submit any further declarations in this scope.
4. The Contractor represents that Works will be free from any legal defects and the use of them by the Contracting Party shall not infringe third party rights, in particular creators of Works.
5. The Contractor agrees that the Contracting Party may modify or change Works, as may other entities acting on behalf of the Contracting Party.



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6. The Contractor represents that it agrees that the Contracting Party disposes of and uses derivative Works and exercises all the other derivative rights, and authorises the Contracting Party to exercise derivative rights to the Works.
7. The remuneration referred to in § 4 par. 1 includes the remuneration for the transfer of proprietary copyrights in all fields of use specified in par. 2, and for permission to exercise derivative rights.
8. Upon the transfer of the Works' proprietary copyrights, the ownership of the copies on which the Work was recorded is transferred to the Contracting Party.

§ 7.

PERSONS RESPONSIBLE FOR THE PERFORMANCE OF THE AGREEMENT

1. The Parties indicate the following agents to perform the Agreement, and to sign the Acceptance Report:
 - a) the Contracting Party: [____], tel.: [____], e-mail: [____],
 - b) the Contractor: [____], tel.: [____], e-mail: [____].
2. Persons indicated in par. 1 shall be authorised to accept the subject matter of the Agreement and to raise objections as to correctness of the performance thereof. For the avoidance of doubt, the Parties represent that the persons specified in par. 1 shall not be authorised to amend the Agreement.

§ 8.

CONFIDENTIALITY

Rights and obligations of the Parties in the scope of protection of confidential information are specified in the confidentiality agreement concluded between the Parties on [____].

§ 9.

FORCE MAJEURE

1. Force majeure includes an event beyond control of the party, occurring after conclusion of the Agreement, unforeseeable, extraordinary, impossible to prevent, preventing – as reasonably judged – the performance by either Party of its obligations. Such events include in particular: wars, riots, terrorist attacks, revolutions, fires, epidemics, transport embargo, general strikes announced in relevant industries, natural disasters.
2. If a force majeure event takes place, the Party affected by force majeure shall be obliged to immediately notify in writing the other Party of its occurrence and causes, under the pain of losing the right to refer to force majeure.



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3. Time limits for the performance of the obligations established in the Agreement shall be extended by the duration of force majeure if the performance of these obligations arising from the Agreement is delayed due to force majeure.
4. Neither party shall be held liable for non-performance or delayed performance of its obligations under the Agreement due to force majeure, throughout its duration.
5. The Parties to this Agreement agree, without prejudice to applicable laws, that despite the announcement in the territory of the Republic of Poland of an epidemic threat or the epidemics due to SARS-Cov-2 (COVID 19) infection, the Parties shall make all efforts to comply with the provisions of this Agreement, including in particular timely performance of the subject matter of the Agreement.

§ 10.

AMENDMENTS TO THE AGREEMENT

1. The Parties provide for the possibility of amending the Agreement:
 - a) in the event of downtime or delays caused by the Contracting Party, having direct impact on the timeliness of the performance of the subject matter of the Agreement, resulting in a change of the date of implementation thereof, resulting in particular from delays in the provision of the information/documents necessary to perform the Agreement – in such event the provisions of § 3 par. 1 of the Agreement shall be amended in such a manner that the term of the Agreement will be extended by a maximum of the duration of the downtime and delays and potential consequences of such delays;
 - b) in the event of the occurrence of force majeure having direct impact on the timeliness of the performance of the subject matter of the Agreement, resulting in a change of the date of implementation thereof – in such event the provisions of § 3 par. 1 of the Agreement shall be amended in such a manner that the term of the Agreement will be extended by a maximum of the duration of force majeure and its consequences;
 - c) as a result of the actions of administrative bodies, in particular the refusal or delay in issuing by administrative bodies or other entities the required decisions, permits, arrangements, for reasons not attributable to the Contractor – in such event the provisions of § 3 par. 1 of the Agreement shall be amended in such a manner that the term of the Agreement will be extended, taking into account the period of extending these procedures and their consequences;
 - d) for other external reasons not attributable to the Contracting Party or the Contractor, resulting in the impossibility to perform the Agreement on time – in such event the provisions of § 3 par. 1 of the Agreement shall be amended in such a manner that the term of the Agreement will be extended by the duration of such reasons and their consequences;



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- e) if the provisions of law of the European Union or the domestic laws have been amended, resulting in the necessity of adjusting documentation or the provisions of the Agreement to the changes of the aforementioned provisions which occurred during the performance of the Agreement, including in particular changes in the rates of VAT – in such event the Parties will be able to amend the Agreement taking into account the adequate impact of such circumstances (changes in regulations, contracts. guidelines) on the performance of the Agreement;
- f) in the event that after conclusion of this Agreement it turns out that the Contractor is not able to perform the object of the contract having at its disposal Experts referred to in § 2 par. 3 of the Agreement for reasons not attributable to the Contractor, in particular as a result of the Expert's death, serious illness, termination of the agreement binding the Expert and the Contractor – in such event appendix no. 4 shall be amended on the terms and conditions specified in § 2 par. 3.

§ 11. SETTLEMENT OF DISPUTES

1. The Parties will first settle disputes amicably, through negotiations. In order to pursue claims, the Party should formally notify the other Party of the opening of a dispute by e-mail or in writing.
2. If the dispute has not been settled within 30 (thirty) calendar days of the notification, either Party shall have the right to refer the dispute arising from this Agreement to be settled only by the Arbitration Institute of the Stockholm Chamber of Commerce under the procedure "Rules for Expedited Arbitrations". The place of arbitration shall be in Stockholm, Sweden. The language of the arbitration will be the English language. The arbitration court will consist of one arbitrator.

§ 12. FINAL PROVISIONS

1. This Agreement shall be governed and construed in accordance with Polish law.
2. Any amendments to this Agreement must be made in writing or in electronic form with a qualified signature, otherwise being null and void. Unilateral declarations of will related to the Agreement aimed at its termination (declaration of withdrawal / termination) shall also require written form under the pain of nullity.
3. Any transfer by either Party of rights and obligations resulting from this Agreement to a third party is acceptable only with the prior written consent of the other Party.



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4. The following appendices, which constitute an integral part of the Agreement are attached hereto:
 - a) appendix no. 1 – description of the subject of the procurement;
 - b) appendix no. 2 – a copy of the Contractor's form of the tender;
 - c) appendix no. 3 – template of the acceptance report;
 - d) appendix no. 4 – the list of persons.
5. The Agreement has been drawn up in two identical copies, with one copy for the Contracting Party and one for the Contractor.

SIGNATURES:



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Łukasiewicz Research Network – PORT Polish Centre for Technology Development
54-066 Wrocław, ul. Stabłowicka 147, Tel: +48 71 734 77 77, Fax: +48 71 720 16 00
E-mail: biuro@port.lukasiewicz.gov.pl | Taxpayer Identification No. (NIP): 894 314 05
23, National Business Registry No. (REGON): 386585168
District Court for Wrocław - Fabryczna in Wrocław, VI Commercial Division of the National
Court Register,
National Court Register No. (KRS): 0000850580



ACCEPTANCE REPORT

made by and between:

Łukasiewicz Research Network - PORT Polish Center for Technology Development with its registered office in Wrocław,
represented by [____],
hereinafter referred to as the **Contracting Party**,

and

[____],
represented by [____],
hereinafter referred to as the **Contractor**,

1. On [____] the Contractor provides the subject matter of the Agreement made on [____], i.e. [____].
 2. The Contracting Party represents that on [____]:
 - a) it accepts the subject matter of the Agreement without any objections*
 - b) it does not accept the subject matter of the Agreement on account of the following defects / discrepancies of the subject matter of the Agreement: [____]
- *. Therefore, the Contracting Party requests the Contractor to remove the aforementioned incompatibilities within [____] calendar days (the time limit specified in § 3 par. 5 of the Agreement).

The Contracting Party:

The Contractor:

*delete as applicable



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