

Agreement Nr ZZ/6/002/U/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, NIP 584-020-35-93, REGON 000001620 represented by:

....., acting on the basis of the power of attorney of the Rector of Gdansk University of Technology hereinafter referred to as the "Ordering Party" and in, TAX NUMBER:....., ID:

Hereinafter referred to as "the Contractor",

to whom the contract is awarded without the provisions of the Act of 29 January 2004r. Public Procurement Law, art. 4 pt. 8 (Journal of Laws of 2015, item 2164, as amended), hereinafter referred to as the Public Procurement Act.

The Contractor declares that, at the date of conclusion of this Agreement, the information is consistent with documents presented on the circumstances of its conclusion.

§ 1

SUBJECT OF THE CONTRACT

1. The subject of the contract is the design, construction and installation of an online traffic accident database with analytical tools and a document sharing platform between partners and stakeholders, collectively referred to as the system and full system administration within the framework of the international ERASMUS + project implemented at the Faculty of Civil and Environmental Engineering of the Gdansk University of Technology, on terms and conditions set out in the procurement notice of 05.04.2017 and in the offer dated 2017 submitted by the Contractor, which are annexes to this contract and which is an integral part thereof.

§ 2

DATE, PLACE AND CONDITIONS FOR IMPLEMENTING THE AGREEMENT

1. The contractor shall perform the subject of the contract referred to in § 1 within:
 - 1) until 31.05.2017 - design, construction and installation of the system;
 - 2) from 01.06.2017 to 15.10.2018 - full system administration.
2. The work will run on a hosted server administrated and maintained by the Contractor.
3. The Ordering Party undertakes to receive the system as soon as it is commissioned.
4. Confirmation of acceptance of the object of the agreement will be the transfer protocol, signed by both parties without reservations.
5. In the case of comments concerning the realization of the object of the contract or defects of the subject matter of the contract, the parties shall determine the manner and time of removal of the irregularity. This term will not exceed 14 calendar days. The occurrence of the above circumstances does not waive the rights of the Ordering Party and the consequences of the Contractor related to failure to meet the deadline for the implementation of the contract specified in § 2 ust. 1 contract and liability for non-performance or improper performance of contractual obligations.
6. The person authorized to represent the Contractor in matters related to the performance of the contract is phone nr., email:
7. The person authorized to represent the Ordering Party in matters related to performance of the contract is Maciej Sawicki, email: msawicki@pg.gda.pl.

8. Any 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.

§ 3 COPYRIGHT

1. The Contractor undertakes to transfer to the Ordering Party the copyrights of all works included in the subject matter of the contract, hereinafter referred to as "Works", on all known fields of operation, in particular:
 - 1) in the field of fixation and reproduction of the Work - the production of any technique, copies of the Work, including printing, reprographic, magnetic recording and digital techniques irrespective of the recording format;
 - 2) in the scope of circulation of the original or copies on which the Work was fixed - placing on the market, lending or renting the original or copies;
 - 3) to distribute the Work in ways other than those specified in Section 2 - public execution, display, reproduction, reproduction and broadcasting, and publicly making available the Work in such a way that everyone may have access to it at the place and at the time of their choosing, including making the work available on the Internet; as well as transfer to the Purchaser the right to authorize the exercise of copyright dependent rights in the fields of use indicated above.
2. The transfer of the rights referred to above takes place upon the payment of remuneration for performance of the object of the contract referred to in § 4 p.1.
3. The contractor undertakes to ensure that the creators of the Works will not exercise respect for the Ordering Party and his successors in respect of their personal copyrights in respect of:
 - a) the right to the integrity of the content and form of the work and its fair use,
 - b) the right to decide on the first release of an audience work,
 - c) the right to exchange the author and the title of the original work on the copies of the works.

The ordering party and his successors will have the right to use the works that are the subject of the contract without the marking.

4. The Contractor shall submit to the Ordering Party a written statement by the creator of the Work on the subject, referred to in § 3 above, on the printout of the transfer protocol referred to in § 4 sec. 3 of this contract.
5. The Contractor shall be liable for the legal defects of the Work on the basis of risk.
6. The parties agree that claims for defects for defects of works shall expire after 2 years from the date of acceptance of the object of the contract without reservation.
7. The Ordering Party has the right, in particular, to make changes and modifications to the Works as well as to use them both in whole and in parts and incorporate them into other works.
8. In the event that, during or in connection with performance of the subject matter of the contract by the Contractor, the rights of third parties will be violated, the Contractor shall undertake to make satisfaction of any claims of those persons.

9. In the event that third parties sue against the Ordering Party with claims for infringement of their rights to the Works, the Contractor shall release the Ordering Party from liability of the above titles.

§ 4 REMUNERATION AND FINANCING

1. The execution of the subject of the contract in accordance with the offer of2017 submitted by the Contractor shall be determined in the amount of:
Gross / net: euro.
Say: (...../100).
2. The above remuneration shall cover all cost-related elements resulting therefrom. The scope and manner of realization of the object of the contract.
3. The subject matter of the contract shall be deemed to be fulfilled if it is received in each case by a transfer and acceptance protocol signed by both parties without reservation within the time limit set forth in § 2 p.1 of this Agreement. This protocol will provide the basis for invoicing.
4. Payment of remuneration will take place in two parts:
 - 1) 50% of the remuneration referred to in p. 1 of this paragraph after performing the design, construction and installation of the system
 - 2) 50% of the remuneration referred to in p. 1 of this paragraph for administering the platform to the full extent, upon receipt of an invoice from the Contractor. The contractor will issue an invoice for system administration in the first half of September 2018.
5. 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. *
6. 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
7. According to the declaration expressed in the offer the Contractor (Polish) will issue an invoice in PLN, recalculating the contractual remuneration referred to in p. 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 PLN currency.
8. Ordering Party's data for invoicing: Gdansk University of Technology, Faculty of Civil and Environmental Engineering, 80-233 Gdańsk, ul. Narutowicza 11/12. NIP 584-020-35-93.
9. Payment for the invoices will be made within 21 days of the date of receipt by the Ordering Party of a properly issued invoice, from the Ordering Party account to the Contractor's account indicated on the invoice.
10. The day of payment shall be deemed to be the date on which the Ordering Party's account is debited.

§5 LICENCES

1. The template source code for the system and the content management system that is the subject of this agreement will be based on the GNU General Public License (GPL).
2. The contractor shall forward copyrights to the source code.

§6 GUARANTEE, TERMS AND CONDITIONS OF ITS IMPLEMENTATION

1. For the work covered by this contract, the Contractor grants warranty and warranty to the Ordering Party within 24 months from the date of signing by both parties of the transfer and acceptance protocol regarding the design, construction and installation of the system without reservations.
2. The Ordering Party is entitled to the warranty, regardless of warranty rights.
3. The Contractor's liability under the warranty is not subject to any restrictions or exclusions.

§7 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 € 25 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 § 4 p.1 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 remuneration.

§ 8 FINAL PROVISIONS

1. All changes and additions to this Agreement must be 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, 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 contract notice of2017r. And the contractor's offer of 2017r.

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

Appendix to the contract:

1. Receipt and acceptance protocol
2. Procurement notice dated on 5 04 2017r.
3. Contractor's offer

CONTRACTOR

ORDERING PARTY

Acceptance protocol

Regarding the reception of the subject of the contract ofnr ZZ/6/002/U/2017

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

The subject of the agreement:

The design, construction and installation of an online traffic accident database with analytical tools and a document sharing platform between partners and stakeholders, collectively referred to as the system *

full system administration *

Within the framework of the international ERASMUS + project realized at the Faculty of Civil Environmental Engineering of Gdansk University of Technology

Subject of the contract performed by the Contractor on..... 201 r.

The ordering party accepts the subject of the contract without reservation.*

Remarks on the realization of the object of the contract / defects found during the receipt:

..... *

Deadline for defect / defect removal *

Defects * / defects * removed on *

Statement of the creator of the works

The contractor declares that the creator of the Works will not perform for the Ordering Party and his successors the legal rights of their own rights to the Works in respect of:

- 1) the right to the integrity of the content and form of the work and its fair use,
- 2) the right to decide on the first release of an audience work,
- 3) the right to exchange the author and the title of the original work on the copies of studies.

The ordering party and his successors will have the right to use the works that are the subject of the contract without the marking.

Contractor's representative:
(name and surname)

Ordering Party's representative:
(name and surname)

This protocol provides the basis for invoicing.

* Delete as necessary