

AGREEMENT
for the development of Grand Bargain Commitments Study

herein and after referred to as the "**Agreement**" concluded in Warsaw, on; --, between:

Polska Akcja Humanitarna (in English: *Polish Humanitarian Action*), a public benefit organization, properly established and existing under Polish law, with its registered office in Warsaw (00-145), Al. Solidarności 78a, entered into the National Court Register kept by the District Court of the Capital City of Warsaw, 12th Commercial Division of the National Court Register, under KRS number 0000136833, herein and after referred to as "**the Contracting Authority**", represented by:

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and

--, with its registered office in --, entered into Register [specification of the register] under the number --, herein and after referred to as "**Contractor**", represented by:

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§ 1

1. Under the Agreement the Contractor undertakes to perform a comprehensive study that aims to analyze and inform on how the international humanitarian support in Poland is being implemented with L/NGOs and CSOs, in relation to the Grand Bargain Localization Commitments (herein and after referred to as the "**Study**" or the "**Work**").
2. The Study shall be performed according to the technical specification provided in annex no. 1 (herein and after referred to as the "**ToR**") and within the timeframe provided in annex no. 2 (the "**Schedule**"). The ToR includes in particular a detailed description of the work and deliverables to be carried out under the Agreement.
3. As a part of the process of the preparation of the Study the Contractor shall conduct the Workshops and presentations in accordance to the ToR and the Schedule. The exact place or mode of conducting the workshop and the presentation as well as the date and time of the workshop shall be agreed upon by both Parties.
4. The subject of the Agreement is also the transfer to the contracting Party of the in unlimited time and space copyright and related rights to the Study as a whole and its fragments.

§ 2

1. The Contractor shall perform the Work in accordance with
 - a) terms of the Agreement;
 - b) conditions specified in the ToR and the Schedule;
 - c) requirements of generally applicable law;
 - d) the standards applied by the Contracting Authority, including procedures and policies that the Contractor is obliged to consult before proceeding with the work under the Agreement.
2. The Contractor obliges not to engage in any corrupt behavior or activities, and declares that has not offered and will not offer any payments, bribes, other means to obtain illegal or inappropriate benefits in connection with the performance of the Agreement.

3. The Contractor acknowledges and upholds the principle of zero tolerance for any abuse and misconduct including sexual exploitation, harassment and abuse according to the Inter-Agency Standing Committee Core Standards on Protection from Sexual Exploitation and Abuse.
4. The Contractor shall, without undue delay, inform the Contracting Authority about important events in the implementation of the Agreement that require a decision of the Contracting Authority. At the request of the Contracting Authority, the Contractor shall provide oral or written information on the status of the tasks entrusted by the Contracting Authority.
5. The Contracting Authority obliges to bear full responsibility for any damages resulting from the falsehood of the above-mentioned statements, arising directly or indirectly on the part of the Contracting Authority.
6. The Contractor accepts and assumes responsibility for the documentation provided under the Agreement, and obliges to use it only for the purpose of performance of the Agreement.
7. The Contractor is not authorized to transfer the documentation to third parties without the consent of the Contracting Authority.
8. The Contracting Authority retains the ownership right to all materials provided. At the request of the Contracting Authority.
9. The Contractor undertakes to perform the above work using its own employees, materials, tools, and equipment necessary for the execution of this Agreement. The Contractor undertakes that the execution of the Contract will be entrusted only to persons with the appropriate qualifications and authorizations, and insofar as required by law, the documentation will be signed by persons who, in accordance with the law in force in the Republic of Poland, are authorized to do so. The Contractor shall have the right to delegate the execution of part of the documentation and other work covered by the Contract to third parties and shall be obliged to inform the Contracting Authority thereof. The Contractor shall be liable for the acts and omissions of subcontractors and persons with whose assistance the Contractor has performed the obligation or to whom the Contractor entrusts the performance, pursuant to Article 474 of the Civil Code, and shall be obliged to acquire, to the extent necessary for the performance of this Agreement, all copyrights to the works performed by third parties to the extent enabling their transfer to the Contracting Authority in the scope and within the time limits arising from this Agreement.

§ 3

1. The Contracting Authority undertakes to:
 - a) provide the Contractor with the documentation necessary for the proper implementation of the Work;
 - b) pay of remuneration for the performance of the Work on the terms specified in Agreement;
 - c) cooperate in the performance of the Work;
 - d) inform the Contractor, without undue delay, about important events affecting the execution of the Orders.
2. If necessary, in particular during the inspections carried out by authorized bodies and the parties included in the ToR, the Parties oblige to fully cooperate in this regard, including in particular to disclose the documents and information indicated by the inspection bodies without undue delay.
3. All notices, consents and other correspondence required under this Agreement must be delivered in person, sent by registered mail, courier, by e-mail with confirmation of its receipt to the following addresses:

- a) The Contractor: --.
- b) The Contracting Authority: --.

§ 4

1. The deadlines for completion and delivery to the Contracting Authority for acceptance of each stage of the Work shall be specified in the Schedule. The Contracting Authority may accept the Work, or its particular stage handed over in accordance with the Schedule, or make comments within the deadlines specified in the schedule.
2. The Contractor shall take into account the substantive comments of the Contracting Authority and shall provide the Contracting Authority with a revised copy of the Work or its particular stage taking into account such comments within the deadlines specified in the Schedule.
3. In the absence of any comment from the Contracting Authority within the period referred to in § 4 (1 and 2), the Contracting Authority shall be deemed to have accepted the Work or a particular stage.
4. Completion of each stage of the Work indicated in the Schedule shall end with the signing of a partial acceptance protocol (hereinafter: "Partial Protocol"). Completion of all Works shall occur by -- (hereinafter referred to as the "**Completion Date**"), which shall be confirmed by the Final Acceptance Protocol. This date may be changed only in the event that one of the Parties is affected by an event of Force Majeure (as that term is understood in this Agreement), in which case the affected Party may request an extension and the other Party is obligated to agree to such extension by the period for which the event of Force Majeure has persisted, which the affected Party must document. Any other case of extension of the Completion Date must be agreed to by the Purchaser in writing (unless otherwise stipulated in this Agreement).
5. In the event of a delay in submitting the Work or its stage for acceptance or on submitting the revised copy of the Work or its stages in accordance with the § 4 (1 and 2) the Contracting Authority, the Contractor shall be subject to a contractual penalty in the amount of 0,3% of the remuneration for the stage to which the delay relates, for each day of delay. The amount of the contractual penalty imposed shall be deducted from the Remuneration.
6. The corrections referred to in this paragraph shall not result in additional costs for the Contracting Authority.
7. Neither Party shall be responsible for undue performance of obligations arising from the Agreement caused by a force majeure event.
8. A force majeure event shall be an extraordinary event having an impact on the performance of the Agreement, which could not have been predicted or prevented by the Parties. Such events shall include, in particular:
 - a) wars and other military actions, invasions, commotions, acts of sabotage or terrorist acts;
 - b) rebellions, military or civil coups, revolutions;
 - c) flood, fire, hurricane and other natural disasters.
9. The Party invoking a force majeure event shall be required to immediately notify the other Party to the Agreement that a force majeure event has occurred and ended but no later than within 14 calendar days after such force majeure event has occurred/ended.
10. If a force majeure event has occurred and the other Party has been notified thereof, the terms and conditions of performing contractual obligations shall be extended for the duration of the force majeure event.

§ 5

1. In the event that in connection with the performance of the Agreement the Contractor creates a work within the meaning of the Act of February 4, 1994 on "Copyright and Related Rights", the provisions of this section shall apply.
2. The Contractor transfers to the Contracting Authority all proprietary copyrights to the Work along with the exclusive right to exercise derivative rights and authorizes to exercise the derivative copyright as part of the remuneration for the performance of the Study.
3. Transfer of copyrights and related rights referred to in this paragraph takes place upon the acceptance of the Work or its fragments within the scope of the fields of use specified in the Act of February 4, 1994 on "Copyright and Related Rights" in Section 50 and Section 74, point 4, and in particular:
 - a) recording with any technique, including in print, on photographic film, on magnetic tape, on a floppy disk, and digitally;
 - b) reproduction by any technique, including in print, on photographic film, on magnetic tape, on a floppy disk, and digitally;
 - c) placing on the market;
 - d) entering into computer memory and into a computer network and/or multimedia network;
 - e) making the work available to the public in such a way that everyone can have access to it at a place and time chosen by them (e.g. sharing it on the Internet);
 - f) public creation and/or public performance;
 - g) displaying and landing;
 - h) broadcasting by means of wired and wireless vision and/or audio through a ground station, broadcasting via satellite, simultaneous and integral broadcasting (rebroadcasting) of the work.
4. The Contractor declares that the Work created by it will be its original creation free from legal defects and claims of third parties.

§ 6

1. Parties undertake to comply with the applicable legal regulations regarding the protection of personal data. Under the Agreement, the Contracting Authority, as the administrator, entrusts and orders the Contractor to process personal data on its behalf. Entrusting and the processing of personal data by the Contractor for the purpose of implementing this Agreement is specified in a separate agreement based on the provisions of Regulation (UE) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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).
2. Contractor is obliged to keep all information obtained in connection with the performance of the Agreement throughout the term of the Agreement and for 10 years of termination of the Agreement confidential, regardless of the reason of the termination.
3. All documents provided to the Contractor shall be used only for the implementation of the Agreement and shall not (also after the termination of Agreement) be used by the Contractor for any purpose other than the performance of this Agreement without obtaining a written consent of the Contracting Authority, granted by the Contracting Authority Management Board.
4. Contractor undertakes not to copy or otherwise duplicate the confidential information provided by the Contracting Authority, referred to above, or parts thereof, except for cases when it is necessary for the performance of the Agreement. Any copies made in such a case, recorded on any media, remain

the property of the Contracting Authority and will be destroyed or effectively removed from information media at its request.

§ 7

1. The Parties agree that the total remuneration for the Contractor for the performance of the subject matter of the Agreement, including the transfer to the Contracting Authority of proprietary copyrights to all works created as a result of the performance of the Agreement and for granting the Contracting Authority permission to exercise derivative copyrights to the works referred to in § 5 of this Agreement, shall be in the form of a lump sum payment within the meaning of Article 632 of the Civil Code. The Contractor shall be entitled to gross remuneration of EUR/PLN -- , including due VAT calculated at the applicable rate.
2. The Contractor shall receive remuneration payable in the following installments:
 - a) 30% of the remuneration referred to in § 7 (1) of this Agreement after acceptance of the Inception report by the Contracting Authority;
 - b) 10% of the remuneration referred to in § 7 (1) of this Agreement upon acceptance by the Contracting Authority of the Draft report;
 - c) 30% of the remuneration referred to in § 7 (1) of this Agreement upon acceptance by the Contracting Authority of the second Draft report;
 - d) 30% of the remuneration referred to in § 7 (1) of this Agreement upon the acceptance by the Contracting Authority of the final Report.
4. The Remuneration shall be paid to the Contractors account indicated on the invoices, within 14 days from the date of delivery to the Contracting Authority of a correctly issued invoice by the Contractor.
5. The invoice shall be sent to the following email address: --.
6. In the event of an invoice issued contrary to the provisions of legal acts regulating the issue of invoices, the payment deadline will be suspended due to the Contractor's fault, until the corrective invoice is sent or the corrective note is confirmed.
7. The day when the Contracting Authority's bank account is debited is considered the day of payment.
8. The Contracting Authority shall not pay any additional costs associated with the execution of the Work, in addition to the remuneration described in § 7 (1) of this Agreement.

§ 8

1. In the event of a gross breach of the terms of the Agreement by the Party and failure to remedy the breach within the time limit set by the other Party (not shorter than 3 days), the Agreement may be terminated with immediate effect.
2. This Agreement constitutes the entire agreement and supersedes any previous agreements between the Parties relating to the subject matter of this Agreement.
3. Any disputes arising from or in connection with this Agreement, which cannot be settled amicably within thirty (30) days or another period agreed upon between the Parties, shall be settled by the Court competent for the seat of the Contracting Authority.

§ 9

1. This Agreement shall be governed by and construed in accordance with the laws of Poland.
2. In matters not covered by the provisions of this Agreement, the provisions of the Polish Civil Code

shall apply.

3. Any amendments or supplements of this Agreement shall be null and void unless executed in writing in the form of an annex signed by both Parties.
4. This Agreement has been executed in two (2) identical copies, one for each Party.
- 5.

<p>Signed on behalf of the Contracting authority:</p> <p>Signature:</p> <p>Date:</p>	<p>Signed on behalf of The Contractor:</p> <p>Signature:</p> <p>Date:</p>
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