

Concluded onin Warsaw, between:

Polish Geological Institute – National Research Institute with its seat in Warsaw, ul. Rakowiecka 4, entered into the National Court Register (KRS) by the District Court for the capital city Warsaw in Warsaw, XIII Economic Division, under the number 0000122099, VAT identification number (NIP): 525-000-80-40, statistical number (REGON): 000332133, represented by:

- **Associate professor Andrzej Gąsiewicz – acting director of Polish Geological Institute – National Research Institute**

Hereinafter called a Contracting Party, and

.....
....., represented by:

-

Hereinafter called a Contractor.

After selecting Contractor's offer by the Contracting Party as of in a form of a „request for proposals” procedure on the basis of art. 4 point 8 of the Public Procurement Law from 29 January 2004 (Dziennik Ustaw 2015, position 2164 with subsequent amendments) the agreement with the following provision has been concluded:

§ 1. The subject of the agreement and a manner of its execution

1. The subject of the agreement consists of drafting of a report indicating coordinates of an exploration area of polymetallic massive sulphide deposits in the Mid-Atlantic Ridge region and preparation of the optimal plan for exploration and research of the Deposits for execution of a project „*Analysis of legal and economic - organizational aspects of concluding new agreements with International Seabed Authority for exploration of deep sea mineral deposits*”. These activities are undertaken in connection to exercising duties of the Polish Geological Survey.
2. A material scope of the subject of the agreement includes completion of following works:
 - a) drafting of a report indicating coordinates of an exploration area of polymetallic massive sulphide deposits in the Mid-Atlantic Ridge region
 - b) preparation of the optimal plan for exploration and research of the deposits polymetallic massive sulphide including, among others, number of required cruises and other practical information required to undertake explorations.
3. The subject of the Agreement will be executed by a person engaged by the Contractor, who appoints for this position. Each change of the person executing the subject of the Agreement requires an acceptance of the Contracting Party. A new person proposed by the Contractor must have the same qualifications as the replaced person. The Contractor should send to the Contracting Party a notification regarding a planned change accompanied by documents confirming qualifications of the new person. Such change does not require amending the Agreement.
4. The Contractor declares that:
 - 1) he has required professional qualifications, knowledge, means, equipment, experience and staff, which allow proper and timely execution of the subject of the Agreement;

- 2) execution of the subject of the Agreement, constituting works as defined by the copyright law, will neither harm rights, goods or interests of any third parties nor will be encumbered by third parties' rights, nor will it constitute acts of unfair competition and its exploitation, in the scope defined in this Agreement will not be excluded, limited or hindered partially or in whole by third parties' rights;
 - 3) he performs the Agreement within scope of its business;
 - 4) he possesses data required to execute the scope of the Agreement.
5. The Report mentioned in the § 1 section 1 of the Agreement will be submitted in the text and graphic form, both in the electronic, editable form in English language. A preferred format of documents is *.docx – for a text, *.shp – for vector graphic and *.jpeg, *.tiff, *.bmp – for raster graphic documents.

§ 2. Timeframe of the Agreement

The Contractor shall accomplish duties set in §1 of this Agreement by 15 November, 2016.

§ 3. Remuneration

1. For execution of the Agreement, including transfer of the economic author's rights, to the Contracting Party, the Contracting Party will pay a total gross remuneration in the amount of (in words: PLN).
2. The remuneration mentioned in the section 1 above consists in a fee for the transfer of the author's rights to the Report and the Plan, constituting works, as defined by the copyright law and other costs borne by the Contractor, necessary to proper execution of the Agreement, even if not directly mentioned in the Agreement. The Remuneration set in the section 1 above is a flat-rate remuneration and exhausts any Contractor's claims based on this Agreement.

§ 4. Payment methods

1. The Remuneration set in the § 3 section 1 of this Agreement, will be payable against VAT invoice, issued by the Contractor, by the transfer to the Contractor's bank account indicated in the VAT invoice within 30 days from the day of its reception and reception of signed "acceptance protocol" without objections by the Contracting Party.
2. The remuneration set in the § 3 of this Agreement covers all Contractor's claims connected with execution of this Agreement. The Contractor is not entitled to reimbursement of any costs borne in connection to this Agreement.
3. The Contracting Party declares that he is a VAT tax payer and can receive VAT invoices. Its VAT number (NIP) is 525-000-80-40.

§ 5. Contractor's obligations

1. The Contractor cannot entrust execution of this Agreement, partially or in whole, to a third person, without a consent of the Contracting Party.
2. The Contractor should perform the Agreement and fulfill requirements set in this Agreement, within the timeframe set in the § 2 and to:
 - 1) exercise its best efforts and diligence expected from the persons who professionally render such services during the whole period of the Agreement,
 - 2) consulting with the Contracting Party proposed solutions in the context of execution of the subject of this Agreement, taking into account needs of the Contracting Party.

§ 6. Acceptance of works

1. Acceptance of works should be confirmed in the „Acceptance Protocol”, which includes detailed description of works which have been undertaken (subject and scope).
2. A signed acceptance protocol without any reservations provides a basis to issue a VAT invoice. Should any amendments or additions to subject of the Agreement be requested, as a date of acceptance should be treated a day when the documents with requested implemented amendments or additions will be accepted by the Contracting Party.
3. The Acceptance Protocol should be signed by the representatives of the Parties indicated in § 7 of this Agreement. Without signatures of all persons indicated in § 7 the acceptance will be invalid.

§ 7. Coordinators

1. As a coordinator of the contractual obligations of the Contractor is appointed, tel....., e-mail:.....
2. As a coordinator of the contractual obligations of the Contracting Party is appointed Agata Kozłowska-Roman, tel. 22 45 92 642, e-mail: akozl@pgi.gov.pl
3. A change of persons appointed as coordinators in the section 1 and 2 above requires written form and written notification of the other Party about a change but is not considered as a change of the agreement.

§ 8. Contractual penalties

1. In case of delay in performing the agreement pursuant to § 2, the Contractor will pay to the Contracting Party a contractual penalty in the amount of 0.5 % of the gross remuneration for each day of delay.
2. In case of withdrawal from the agreement, as a result of partial or full responsibility of the Contractor, the Contractor is obliged to pay to the Contracting Party a contractual penalty in the amount of 15% of the amount set in § 3 section 1 of the Agreement.
3. Should the damage (jointly with the lost profits) exceed the amount of the contractual penalty, the Contracting Party is entitled to seek compensation according to general rules, which exceed the contractual penalty.
4. The Contracting Party is entitled to deduct the contractual penalty from the remuneration due to the Contractor.

§ 9. Amendments to the Agreement

1. The Contracting Party provides for the possibility of introducing major amendments to the Agreement in relation to the substance of the submitted offer in connection to the circumstances not caused neither by the Contracting Party nor by the Contractor nor the persons engaged to execute the subject of the Agreement and which could not be foreseeable on the day of signing of the Agreement.
2. The changes referred above are defined in particular as:
 - 1) Change of legal provisions applicable to the Agreement,
 - 2) Change of a timeframe of the Agreement in consequence of the force majeure events (a sudden events that occurs regardless of the wish of Parties, which are outside the control of the Parties and which duration could not be influenced by any Party and which occurrence prevent a Party from fulfilling any of its contractual obligations).
3. The completion date may be changed, should the Contractor encounter an obstacle to fulfill its obligations caused by the Contracting Party and after informing the Contracting Party about this fact.
4. Each change of the Agreement (beside a change defined in § 1 section 3 and § 7 section 3 of the Agreement) requires consent of both Parties in a form of a written addendum to the Agreement under pain of nullity.

§ 10. Intellectual property

1. The Contractor declares that he will hold full author's rights to the works being a subject of this Agreement.
2. The Contractor declares that the works being subject of this Agreement will be free from any legal defects, including personal rights and author's rights of third persons and rights to the works will not be restricted in the scope of this Agreement.
3. In the frame of this Agreement, the Contractor transfers, against the remuneration set in §3 section 1 of the Agreement, all economic author's rights to the subject of the Agreement described in § 1 of the Agreement, together with an exclusive right to grant consent to exercise related author's rights and unlimited in time right to use and dispose the subject of the Agreement in Poland and abroad. The Contracting Party acquires a right to use the works being the subject of the Agreement on the exploitation fields described in the art. 50 of the Act on copyright and related rights of 4 February 1994 (Dz. U. 2016, position 666), i.e. the Contracting Party acquires a right to:
 - 1) record works on all devices,
 - 2) permanent or temporal recording or reproducing in full or in part by any means and in any form, independently from the format, system or standard including storing in the memory of the computer and permanent or temporal recording or reproducing such recordings including making their copies and using and disposing such copies,
 - 3) transmit by wire or wireless network including Internet (Intranet) or similar,
 - 4) use in all mass medias,
 - 5) public dissemination, in particular disseminating in a manner, which allow user to choose a place and time of access to the works,
 - 6) placing on the market and distribution and sharing to other institutions and third parties in frame of the Contracting Party needs,
 - 7) creating new versions and adaptations (translations, adaptations, change of form or any other changes), permission to create adaptations and modifications of the works and disposing and using of all such adaptations on all exploitation fields set in this Agreement,
 - 8) disposing the works and its modifications and the right to dispose them for use including granting licenses to third parties to all above listed exploitation fields.
4. The acquired rights are not limited in time.
5. The above provisions do not limit creators in their moral author's rights.
6. The Contractor declares that all information received from the Contracting Party, which the Contractor used to execute the subject of the Agreement will be used solely to execute this Agreement and should be returned to the Contracting Party immediately after effective acceptance of the works being subject of the Agreement.

§ 11. Other provisions

1. Possible disputes arising from the Agreement will be settled by the common court of a competent jurisdiction over the Contracting Party in Warsaw.
2. Since the works under the Agreement will be financed from the funds coming from the National Fund for Environmental Protection, the Contracting Party reserves a right to unilateral suspension of the works under the Agreement in case of the lack of financial means for this purpose. The written statement of the Contracting Party in this regards will postpone the completion date over the period equal to the period of the break. The Contractor ensures immediate commencement of works after being notified by the Contracting Party about reception of the financial means to finance the works under this Agreement. In such event, the Contracting Party will cover justified expenses borne by the

Contractor and resulting from the interruption of work. The amount of such reimbursement will be agreed in a protocol signed by both Parties.

3. In matters not regulated here, the Civil Code and Act on copyright and related rights shall apply.
4. This Agreement comes into force on the day of its signing by both Parties. Addendums to the Agreement constitute its internal part.
5. This Agreement is drafted in 3 original copies: 2 copies for the Contracting Party and 1 copy for the Contractor.

Contracting Party:

Contractor:

.....

.....

Attachments:

1. Detailed description of the subject of this Agreement
2. Contractor's offer as of

.....
(a stamp of offeror or offerors
applying jointly for granting a purchase order)

To:
POLISH GEOLOGICAL INSTITUTE
- NATIONAL RESEARCH INSTITUTE
00-975 WARSAW, UL. RAKOWIECKA 4

OFFER

We, hereby undersigned

.....
acting in a name and on behalf of:

.....
replying to a request for proposals regarding:

drafting of a report indicating coordinates of an exploration area of polymetallic massive sulphide deposits in the Mid-Atlantic Ridge region and preparation of the optimal plan for exploration and research of the Deposits for execution of a project „Analysis of legal and economic - organizational aspects of concluding new agreements with International Seabed Authority for exploration of deep sea mineral deposits”, submit this offer.

1. We offer execution of the subject of the purchase order for a price:

Gross value in EUR (in words:)

2. We will execute and submit a subject of the purchase order by 15 November 2016

3. We are bind by this offer within 30 days from a submission deadline.

4. In case of choosing our offer, we promise to sign the agreement on the terms set by parties and on the day and in place set by the Contracting Party.

5. Addendums to this form are:

- a)
- b)

6. A person entitled for contacts with the Contracting Party:

.....
(name and surname)

tel./fax; email:

....., date

.....
signature of offeror or a person authorised by the offeror

.....
 (name of offeror or offerors
 applying jointly for granting a purchase order)

LIST OF EXPERIENCE

Submitting this offer, for preparation of the optimal plan of work for exploration and research of the polymetallic massive sulphide including, among others, number of required cruises and other practical information required to undertake explorations and drafting of a report indicating coordinates of an exploration area of polymetallic massive sulphide deposits in the Mid-Atlantic Ridge region, we declare that we completed following the contract in accordance with the condition described in point 6 request for proposals:

Subject of purchase order	Name of entity for which orders were made	Gross value (euro)	Date of execution

No.	Name of the person authorized to represent the contractor or holding power of attorney	Authorized signature	Place and date