



Contract No/..../2011

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entered into as of 2011 in Katowice, Procurement Procedure Number: Z-17/V/2011/PNT by and between:

Euro-Centrum Science and Technology Park, Limited Liability Company (LLC) [pol.: Park Naukowo-Technologiczny „Euro-Centrum” Sp. z o.o.] with its registered seat in Poland, Katowice, 40-568, ul. Ligocka 103, entered in the National Court Register [pol.: KRS - Krajowy Rejestr Sądowy] maintained by the District Court for Katowice-Wschód [East] in Katowice, VIII Commercial Division of the National Court Register under No. KRS 0000297073, NIP [Tax Identification Number] 634-266-42-78, REGON [National Business Registry Number] 240789585 with the share capital of PLN 3.900.000,00 and the Management Board comprising: **Roman Trzaskalik - President of the Management Board, Mirosław Bobrzyński - Vice-President of the Management Board, Monika Pilip - Member of the Management Board**, with two members of the Management Board, or a Proxy acting with a member of the Management Board, having due authorization to represent the Party,

as the Contracting Authority

and

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as the Contractor

Article 1

Commencement of Contract and Related Legal Basis

1. This Contract is commenced having concluded the contract award procedure in compliance with the internal Procurement Procedure Regulations, available on the Euro-Centrum website www.euro-centrum.com.pl, by the Contracting Authority, for

**“Provision of Advisory and Training Services
within the framework of
the Training Centre for Modern Heating Technology -
the Segment of Heat Pumps, Solar Collectors and Systems
and Ventilation Systems”**

2. This Contract is commenced with relation to the Project entitled **“Foundation of Euro-Centrum Science and Technology Park - Development and Application of New Technologies in the Field of Energy Conservation and Renewables”**; implemented within the framework of Priority Axis 5: Diffusion of Innovation; Measure 5.3: Support for Innovation Centres of the Innovative Economy Operational Programme, with regard



to the Financial Support Agreement number POIG.05.03.00-00-010/10-00 [POIG - Innovative Economy Operational Programme] dated 8th October 2010.

3. The Project is co-financed with the European Regional Development Fund and the State Budget.

Article 2

Object, Aim and Scope of Contract

1. The object of this Contract covers advisory and training services provided by the Contractor for the benefit of the Contracting Authority.
2. The aim of co-operation between the Contracting Authority and the Contractor is the establishment of “**The Training Centre for Modern Heating Technology - the Segment of Heat Pumps, Solar Collectors and Systems and Ventilation Systems**” (hereinafter referred to as: **the Training Centre**) within the Contracting Authority’s structure and on the premises of the registered seat in Katowice at Ligocka 103 Street, which shall be the site of conducting by the Contracting Authority specialised training courses for entrepreneurs conducting business operations within the scope of:

- heat pumps installation,
- solar collectors and systems installation, operation and service,
- ventilation systems design and installation.

The following training laboratories are planned for launch within the framework of the Training Centre:

- a) **Solar collectors and solar systems training laboratory:** a solar collector with related equipment, a photovoltaic module,
- b) **Ventilation systems training laboratory:** a ventilation set with related equipment, a mobile tripod, external air filter,
- c) **Heat pumps training laboratory:** 2 heat pumps (air-air, water-water with the bottom heat source in the form of installation using water supplied through water-pipe network), devices monitoring the heat pump, heat exchanger and other fixtures enabling the assembly of the training and research installation,
- d) **Central heat distribution boilers training laboratory** compatible with the solar system, etc.

The training courses under this procurement procedure shall be addressed to entrepreneurs conducting business operations within the scope of designing and manufacturing devices and systems making use of renewable energy sources, aiming at power efficiency and climate protection, and designing, installing, operating devices and systems using renewable energy sources, aiming at power efficiency and climate protection.

Within the scope of this Contract, the Contractor possessing the necessary experience in this field, shall, in particular, assist the Contracting Authority and transfer knowledge concerning optimum conditions for establishing and organising the Training Centre, provide training for the necessary personnel and staff members and shall supervise the substance matter of the training courses conducted by the Contracting Authority. The detailed scope of the Contract is provided herein below.

3. The Scope of the Contract encompasses (the Contractor’s obligations):



- a) at the establishment and organisation stage of the Training Centre's back office:
- 1) transfer of the technical and organisational knowledge and *know how* to the Contracting Authority to the extent that is necessary for the establishment /organisation of the Training Centre for Modern Heating Technology - the Segment of Heat Pumps, Solar Collectors and Systems and Ventilation Systems,
 - 2) development of training programmes and handouts separately for the entrepreneurs conducting business operations within the scope of:
 - heat pumps installation,
 - solar collectors and systems installation, operation and service,
 - ventilation systems design and installation.
 - 3) conducting (including evaluation) two-stage pilot training courses for a group of lecturers and coaches designated by the Contracting Authority;
- b) at the operational stage of the Training Centre (following the start-up of the training courses by the Contracting Authority within the framework of the Training Centre):
- 1) substantial (scientific) patronage for the trainings conducted at the Training Centre by providing access to the knowledge and information necessary for the proper and sound operations of the Centre;
 - 2) ongoing consultations - providing response to any and all queries of the Contracting Authority related to the operations of the Centre and the conducted trainings, as well as designating contact persons for the Contracting Authority to the extent of operations and activities run by the Centre;
 - 3) annual audit of the Training Centre by means of updating the training programmes and the substance matter of the training handouts, taking into account the state-of-the-art knowledge and technology, as well as the verification and monitoring of the ongoing activities and operations of the Training Centre.
4. The Scope of Contract appertaining to:
- a) the transfer to the Contracting Authority - in the form of a report - the *know how* regarding the establishment/organisation of the Training Centre, shall cover the advisory on:
- 1) description of the venture - development of the adequate technical infrastructure and equipment for the training laboratories - separately for the three training segments (installers for the heat pumps, solar collectors and systems, and ventilation systems), including:
 - the lay-out of the training laboratory equipment placement (taking into account the existing condition of the building, as stipulated in the Training Centre construction dossier transmitted to the Contactor),
 - transmission of the process designs and plans (technological dossiers) including piping and instrumentation diagrams (P&ID) and the arrangement lay-out of the training posts and the like (lecture halls, **training equipment indispensable for the trainings**, along with the functional description),
 - the statement of appliances and instruments, installations, equipment, (products and objects) along with the specification;



provided that the data and information as transmitted must serve the Contracting Authority's purpose of developing the tender documentation in order to launch the contract award procedure for the supplier of the equipment and technical infrastructure at the Training Centre;

- 2) development of the estimated capital expenditures along with the installation and assembly costs (cost estimate) stipulated in point 1) - for each of the training laboratories separately,
 - 3) determination of recruitment criteria for coaches that are intended to take part in the pilot training courses of the Contracting Authority (required educational background and professional qualifications as well as prior experience in the implementation of such ventures);
- b) development of training programmes and handouts - for the training courses intended to be launched at the Training Centre, including:
- 1) final drafting of the training programmes and handouts,
 - 2) development of hourly timetables,
 - 3) development of theoretical and practical module programmes,
 - 4) teaching analysis of the training courses,
 - 5) development of examination tests,
 - 6) development of the publicity support materials for the trainings following the Contracting Authority's guidelines and instructions (eg. as for the required visualisation),
- c) the conducting of the pilot training courses for the lecturers and coaches designated by the Contracting Authority as well as the related evaluation, including:
- 1) providing the Contractor with experienced lecturers,
 - 2) development of training programmes and handouts for coaches of each thematic group,
 - 3) conducting trainings in two stages - the lectures and the practical part (workshops), for coaches of each thematic group,
 - 4) providing access to the training infrastructure during the organisation of the pilot training course,
 - 5) conducting examinations and issuing the pilot training course diplomas,

provided that, the initial part of the training courses shall take place at the location designated by the Contractor (duly equipped lecture halls and workshop spaces, laboratories, training equipment indispensable for the trainings), the second part shall be held at the seat of the Contracting Authority - the Training Centre.

5. The Contracting Authority indicates the following minimum requirements (guidelines) for the development of training programmes and handouts:
- a) training courses conducted by the Training Centre must comply with the European law and its regulations, including the guidelines appertaining to the subject matter of the training courses as arising from the Directive 2009/28/EC and Directive (EPBD) 2002/91/EC,
 - b) training courses shall encompass the theoretical (lectures) as well as the practical (workshops) part,



- c) the minimum scope of the training courses shall encompass knowledge in the fields of: heat pumps (installation subject to the heating system configuration), solar collectors and solar systems, ventilation systems including a number of issues combining various disciplines, such as: geology, thermodynamic, cooling, heating, power engineering, building, as well as legal and economic aspects of venture profitability,
 - d) training programmes should address the need to create such a training programme that would be acceptable for the majority of the manufacturers, whereas the training programme for the heat pumps installers must also include an extensive programme for the installers already accredited by the heat pumps manufacturers, and should encompass a training course with various types of heat pumps;
6. Further instructions, ensuring the compliance of the organisation of the Centre and the training programmes and handouts with the requirements of the Contracting Authority, shall be transmitted during consultations of materials, studies, documentation carried out with the Contracting Authority's representatives as well as in the course of operations of the Training Centre.

Article 3

Time limit for contract performance

1. The Parties hereto determine framework schedules for contract performance, as follows:
 - 1) transfer to the Contracting Authority - in the form of a report - the knowledge: *know how* to the extent that is indispensable for the establishment/organisation of the Training Centre (as stipulated herein - Article 2 paragraph 3 letter a item 1): ***within the time limit not exceeding 90 days from the day of the commencement of the contract,***
 - 2) development of the training programmes and handouts (as stipulated herein - Article 2 paragraph 3 letter a item 2): ***within the time limit not exceeding 90 days from the day of the expiry of the time limit specified in item 1 herein,***
 - 3) conducting a pilot training course for a group of lecturers and coaches designated by the Contracting Authority (as stipulated herein - Article 2 paragraph 3 letter a item 3): ***within the time limit not exceeding 90 days from the day of the expiry of the time limit specified in item 2 herein,***
 - 4) contract performance as stipulated in Article 2 paragraph 3 letter b shall be provided: from the launch of operations of the Centre ***until 30th November 2013.***
2. The disbursement schedule, as annexed herein, stipulates the respective stages of the contract performance, their value and the financial settlement.
4. The Parties shall additionally determine, within three weeks from the day of the commencement of the Contract, detailed schedules of operations and business meetings.



Article 4 Organisational details

1. The transmission of the final versions of reports and materials to the Contracting Authority shall be made by means of executing the protocol of delivery and acceptance, provided that:
 - a) The report stipulated in Article 3, paragraph 1, item 1) shall be transmitted in hard copy in 2 counterparts as well as in electronic form (CD / pendrive), the report should consist of the descriptive and technical part (design documentation, designs, projections, technical specification - with equipment, as well as general guidelines on the installation and assembly, performance specifications, specification of essential devices along with parameters,
 - b) training handouts - shall be developed and issued to the Contracting Authority in hard copy (scripts/summaries) in 2 counterparts as well as in electronic form - in the format editable by generally accessible softwares (within Microsoft Office),
 - c) all handouts should be developed and transmitted in English.
2. Prior to the time limit for the transmission of handouts specified in paragraph 1 above, the Contractor is obligated to deliver for consultations to the Contracting Authority the initial/draft version of the handouts within 21 days before the expiry of the time limit for their development. The Contracting Authority may request to introduce amendments (supplements) to the materials, no later than within 14 working days from their receipt. The Contractor undertakes to introduce such amendments upon the Contracting Authority's request within 7 days from the receipt of such a notice. The Parties may jointly set an additional time limit, in the event of reporting a justified need for such an extension.
3. Annual Audit Regulations:
 - 1) Performance of analysis and evaluation of the training courses conducted at the Training Centre, on the basis of the provided design documentation (evaluation questionnaire: the substance matter of the training course, Expert's knowledge and satisfaction with the training course)
 - 2) Possible comments to the operations of the Training Centre.
 - 3) Development of a Final Report with actions recommended for the future.
4. Training Handouts Updating Regulations:
 1. Updating shall be performed through the evaluation of usefulness and effectiveness of handouts with regard to the binding norms, directives and legal acts, current techniques and technologies, etc.;
 2. Updating shall be performed upon a written request of the Contracting Authority, at least once every six months.
5. The Contracting Authority hereby designates the following persons as its **Representatives** for the implementation of this Contract:
 - 1) Within the scope specified in Article 2 paragraph 3 letter a item 1:
 - *email address* *phone no.*
 - - *email address* *phone no.*
 - 2) Within the scope specified in Article 2 paragraph 3 letter a item 2 and 3:
 - *email address* *phone no.*
 - 3) Within the scope specified in Article 2 paragraph 3 letter b:



supervision by the highest-ranked manager, financial settlement and coordination:

..... - *email address* *phone no.*

6. The Contractor hereby designates the following persons as its Representatives for the implementation of this Contract:

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7. Obligations of the Representative of a Party include, in particular:

- a) supervising the proper and sound implementation of the object of the Contract.
- b) lodging objections, comments, detecting errors and defects occurring during the implementation of the procurement.
- c) ensuring constant flow of information by maintaining an ongoing contact with the other Party;
- d) participating in consultations and providing the required data indispensable for proper and sound operations of the Training Centre.
- e) ensuring acceptance in accordance with the acceptance and delivery protocol for the object of the Contract at each stage of operations.

Article 5

Additional Obligations of the Parties

1. The Contractor hereby represents that no services similar to services under this Contract (training or advisory) shall be provided by the Contractor to the benefit of any other entity having its registered seat in Poland (the exclusivity clause) offering (intending to offer) similar to those being the subject of co-operation training in Poland, within the term of this Contract.
2. The Parties determine that, for the purpose of co-operation under this Contract, the Contractor shall develop and deliver to the Contracting Authority for use a special logo (graphic representations and wording), with reference to the Contractor's logo and with the consideration of the object of co-operation.
3. The Contractor shall authorise the Contracting Authority to designate the Contractor as a substantive (content) partner (patron) of the Training Centre as well as for the use of the logo in marketing (among others information and publicity materials, training course diplomas, etc.).
4. The Contracting Authority shall be obligated to:
 - 1) providing the Contractor with access to any and all indispensable information appertaining to the intended Training Centre (statutory documents, documents and handouts developed so far) and enabling the review of the building (premises and the design documentation) designated for the Training Centre,
 - 2) recruitment of the training personnel and staff members - stipulation of persons undergoing the Contractor's training course,
 - 3) provision of translation (handouts, as well as consecutive translation during the training course) from English to the language of the trainings' participants,
 - 4) in the event of conducting training courses for coaches in Poland: provision of the indispensable training laboratories within the registered seat of the Contracting Authority, equipped with infrastructure in accordance with the training requirements (lectures and workshops).



5. The Contractor is liable for the quality of advisory and training services provided. The Contractor represents that he possesses the knowledge, rights and experience to perform the object of the Contract.
6. The Contractor, upon the Contracting Authority's consent, may delegate the performance of part of the works under the procurement to third parties. In such a case, the Contractor, assumes liability both for his own performance, and the performance of third parties.

Article 6 Remuneration and financial settlement

1. The Contractor is entitled to the following total remuneration net/gross (in words:) consisting of:

(for example:

- a) for transfer to the Contracting Authority the *know how* to the extent that is indispensable for the establishment/organisation of the Training Centre (scope stipulated in Article 2 paragraph 3 letter a item 1): the amount of,
- b) development of the training programmes and handouts (scope stipulated in - Article 2 paragraph 3 letter a item 2): the amount of,
- c) conducting a pilot training course for a group of lecturers and coaches designated by the Contracting Authority (scope stipulated in Article 2 paragraph 3 letter a item 3): the amount of,
- d) Contract performance as stipulated in Article 2 paragraph 3 letter b: the amount of PLN

(other amount breakdown possible, depending on the disbursement schedule)

2. Remuneration shall be payable on a *quarterly* basis, in accordance with the following Remuneration Schedule, including:
 - a)
 - b)
 - c)
3. The basis for issuance of invoices and payment for the respective components of the reimbursement specified hereinabove, excluding advance payments, are the acceptance protocols for the individual stages of the procurement executed by both Parties hereto. The payment of the advance shall be documented/approved with the invoice issued by the Contractor The invoices are payable (excluding the advanced invoices) within 21 days from the receipt by the Contractor.
4. The Contracting Authority provides for advance payments to be remitted for execution of the Contract to the amounts under the disbursement schedule hereof. The advance payment shall be payable on condition that a separate request for advance payment



(to the amount under the schedule) is submitted and the advance payment guarantee is deposited in one or several of the following forms:

- a) in cash to the Contracting Authority's bank account number 25 1020 2313 0000 3602 0192 1493 with a note: "advance payment guarantee - training / stage... ",
- b) bank or insurance guarantee.

The Contractor is obligated to submit the request for the advance payment as well as the proof of submitting the advance payment guarantee (the original copy of the insurance policy or the proof of payment of the amount requested by the Contracting Authority) no later than 5 working days prior to the advance payment date as stipulated in the disbursement schedule attached by the Contractor to the tender. The Contract Schedule, constituting an annex to the Contract, determines the date and amounts of the advance payment or advance payments. The Contracting Authority reserves the right to verify the correctness of depositing the advance payment guarantee in the form of bank or insurance policy.

5. The Contracting Authority requires the advance payment deposit/advance payment guarantee to be binding and valid until the settlement of the last pre-financing stage. The advance payment date is the date of debiting the Contracting Authority's account. The Contracting Authority shall return to the Contractor the amount or the document of advance payment guarantee upon the Contractor's request in writing within 21 days from the receipt of the request. The request for return of the advance payment guarantee is subject to settlement (including acceptance in accordance with the acceptance and delivery protocol) of the stage to which the advance payment pertains
6. In the event of a delay in the conclusion of a given stage of works, The Contractor is obligated to extend the validity period of the advance payment guarantee for the time indispensable for the conclusion of the performance of the object of that stage. As regards non-pecuniary forms of guarantee of due performance of the Contract, if the Contractor fails to perform the above obligation, the Contracting Authority is entitled to extend the validity period of a bank or insurance guarantee at the expense of the Contractor and thus shall be entitled to collection of such receivables.

Article 7 Confidentiality

1. Within the term of this Contract and for the period of 3 years following its expiry or termination, the Parties hereto undertake to maintain fully confidential any and all information obtain in relation to the performance of this Contract, including, in particular, organisational, commercial, technical and technological, appertaining to the Training Centre and the operations of the Parties, designated by the Parties as confidential (confidential business information), as well as not to use the foregoing information contrary to the aim for which it has been obtained.
2. Moreover, confidentiality obligation appertains to the use of the above mentioned documents, its storage and disclosure in any form whatsoever, especially in writing and in electronic form.
3. The Parties hereto represent that the information obtained shall be used solely to the purpose of the proper and sound implementation of the Contract, in accordance with the obligations designated herein, and shall not make the information, or any part thereof, available to third parties without prior written consent of the other Party.



Article 8

Breach of Contract Liability

1. The Contracting Authority is entitled to demand from the Contractor:
 - lump-sum compensation for the Contractor's withdrawal from the Contract due to reasons attributable to the Contractor, to the amount of 10% of the contractual remuneration under Article 6 paragraph 1 hereof,
 - lump-sum compensation for the Contracting Authority's withdrawal from the Contract due to the exclusive fault of the Contracting Authority, to the amount of 10% of the contractual remuneration under Article 6 paragraph 1 hereof,
 - contractual penalty for delay in the performance of the object of the Contract within the time limits specified herein, to the amount of 0,2% of the contractual remuneration intended for a given stage in the disbursement schedule commencing from the expiry of the time limit set herein.
2. The Contractor is entitled to demand from the Contracting Authority:
 - lump-sum compensation for the Contracting Authority's withdrawal from the Contract due to reasons attributable to the Contracting Authority, to the amount of 5% of the contractual remuneration under Article 6 paragraph 1 hereof,
 - lump-sum compensation for the Contractor's withdrawal from the Contract due to reasons attributable to the Contracting Authority, to the amount of 5% of the contractual remuneration under Article 6 paragraph 1 hereof. Delays in payments shall not constitute the sole grounds for the Contractor's withdrawal from the Contract.
3. In the event of the withdrawal from the implementation of the Contract by any given Party within the term of the Contract, the Contractor is entitled to demand the payment of remuneration for services performed until the withdrawal, to the amount proportional to the performance and the quality of the services provided.
4. The Parties shall be liable solely for such damages which may be proved by the other Party to be caused intentionally or as a result of gross negligence. Liability for minor negligence is hereby excluded. Liability of the Parties is limited to compensation for one year of services which directly inflicted the damage. Within limits permitted by law, the Parties are not liable for lost profits, savings intended, but not obtained, damages resulting from third parties claims, indirect damages, consequential damages.

§9

Term of Contract

1. This Contract is commenced for a specified period of time until 30th November 2013.
2. The Parties agree that following the expiry of the period specified in paragraph 1 above, the Contract may be annexed to the extent of the possible continuance of co-operation on similar conditions (conditional renegotiation of the provisions of the Contract).
3. The Contracting Authority is entitled to terminate this Contract with immediate effect, if:
 - a) despite warnings the Contractor persists in the failure to duly perform his obligations or flagrantly breaches the provisions of the Contract,



- b) delay in the performance of obligations of the Contractor is so gross, that there exists an actual threat of non-fulfilment of the obligations within the specified time limit.

Article 10 Transfer of Copyright

1. Upon the execution of the protocol of acceptance of materials, studies and documentation developed within the scope of performance of this Contract (report concerning the scope specified in Article 2, paragraph 3, letter a, item 1 herein and handouts developed under the scope of performance specified in Article 2, paragraph 3, letter a, item 2 herein), the Contractor hereby transfers to the Contracting Authority the financial copyrights for the foregoing studies and documentation, including:
 - 1) rights for recording and multiplying of the object of the Contract, including, in particular its copying and storing on any given electronic media,
 - 2) rights to use the object of the Contract for its own purposes, in particular connected with the operations of the Training Centre,
 - 3) rights to disseminate the object of the Contract through public presentation,
 - 4) rights to adjust, amend, rework, adapt the object of the Contract or to introduce any other changes with the aim of adapting the object of the Contract to the Contracting Authority's individual needs,
 - 5) rights to dispose and use the developed object of the Contract.
2. The above provisions do not encompass the Contracting Authority's rights to transfer copyright to third parties. The materials, studies and documentation specified above shall be used solely for the need of the operations of the Training Centre.

Article 11 General provisions

1. Any and all amendments to this Contract must be made in writing.
2. This Contract Has been prepared in the Polish language. Upon the Contractor's request, the Contract shall also be made in the English translation. In case of any inconsistency between the translation of the provision hereof, the Polish text shall prevail.
3. This Contract is made in 3 counterparts, one for the Contractor, and the remaining two for the Contracting Authority.
4. Any and all disputes arising out of or in connection with this Contract within the term of this Contract and following its expiry or termination, the Parties shall leave to be settled by the Common Court of Law in Katowice.
5. This Contract shall be governed by and any and all possible disputes resolved in accordance with the Law of the Republic of Poland.
6. Annexes to the Contract:



- 1) The disbursement schedule,
- 2) The excerpt from the documentation of the building of the Training Centre,
- 3) The copy of the Specification of Essential Terms of the Contract (excerpt),
- 4) Invitation to tender dated ,
- 5) The Contractor's tender (possibly with the negotiation update),
- 6) The confirmation of the selection of the Contractor's tender,
- 7) A copy from the Contractor's registry,
- 8) ,
- 9)

The Contracting Authority

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The Contractor

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