



## Appendix 2 – Essential terms and conditions of the contract-related agreement

### Subject matter and form of the agreement

1. The subject matter of the agreement includes:

**provision of services involving support for the Awarding Entity in the protection of intellectual property**

in accordance with the specification included in the request for proposal (hereinafter referred to as: “RFP”).

2. The agreement shall be made in writing under pain of nullity.

### Terms and conditions of the agreement

3. The Contractor shall be obliged to conclude a service agreement with the Awarding Entity on the terms and conditions resulting from the bid submitted in response to the RFP within 30 days of the date on which the Awarding Entity notifies the Contractor about the selection of the winning bid.
4. The Contractor shall be obliged to perform the Service in accordance with the description of the subject matter of the contract contained in the request for proposal and in accordance with the schedule indicated in the request for proposal.

### Amendments to the agreement

5. The Awarding Entity provides for the possibility of amending the contract-related agreement on the following terms and conditions:
  - a) postponement of deadlines for the performance of the subject matter of the agreement if, for reasons beyond the Contractor's control, which could not have been foreseen at the time of conclusion of the contract-related agreement, it is impossible to meet the original deadline; in such a case, the deadline may be postponed by the duration of the reasons beyond the Contractor's control, which could not have been foreseen at the time of conclusion of the contract-related agreement, and by the duration of their consequences;
  - b) postponement of deadlines for the performance of the subject matter of the agreement for reasons attributable to the Awarding Entity; in such a case, the deadline may be postponed by the duration of the reasons attributable to the Awarding Entity and by the duration of their consequences;
  - c) if there are unforeseen circumstances (i.e. circumstances that could not have been



predicted despite exercising due diligence) and if changes are necessary because without the changes the service covered by the subject matter of the contract could not be performed or the purpose for which it was intended to be performed could not be achieved; in such a case the Awarding Entity and the Contractor may agree on an altered manner of achieving the result being the subject matter of the service in question;

- d) if there is a situation where the result being the subject matter of a service in question covered by the contract could be performed faster, more effectively, with less effort and resources, or using solutions that are more favourable to the Awarding Entity from the point of view of the costs of performing the subject matter of the contract, operating costs, reliability during the operation period or development opportunities; in such a case the Awarding Entity and the Contractor may agree on an altered manner of achieving the result being the subject matter of the service in question;
- e) occurrence of extraordinary circumstances (other than “force majeure”) that pose a threat of gross loss in connection with the performance of the subject matter of the contract, which are beyond the control of the Awarding Entity and the Contractor and which were not foreseen by them at the conclusion of the contract-related agreement; in such a case the Awarding Entity and the Contractor may agree on an altered manner of achieving the result being the subject matter of a service in question covered by the contract in order to avoid the gross loss when performing the subject matter of the contract;
- f) introduction of or amendment to legal or regulatory provisions on co-financing the project from the EU funds that entered into force after the date of conclusion of the contract-related agreement; in such a case the Awarding Entity and the Contractor may agree on an altered manner of achieving the result being the subject matter of a service in question covered by the contract in order to adapt it to the amended legislation;
- g) occurrence – after conclusion of the contract-related agreement – of a force majeure event, which for the purposes of this condition shall be understood as an event that is external to the legal relationship between the Awarding Entity and the Contractor and which:
  - is beyond their control,
  - could not have been foreseen by them before concluding the contract-related agreement,
  - cannot be avoided or prevented despite exercising due diligence which cannot be attributed to either the Awarding Entity or the Contractor.



**Fundusze  
Europejskie**  
Inteligentny Rozwój

**UNIA EUROPEJSKA**  
EUROPEJSKI FUNDUSZ  
ROZWOJU REGIONALNEGO



The Awarding Entity also provides for the possibility of amending the contract-related agreement in cases permitted in accordance with the Guidelines of the Minister of Development and Finance on the eligibility of expenditures under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for the years 2014-2020 of 21 December 2020 and the Project co-financing agreement.