**CONTRACT: .....................................................**

**Value: #.............................# EURO**

**plus the applicable VAT**

**SUBJECT :** "...................................................................................................................................................................................................................."

At Agia Paraskevi, Attica, this day of ........................... on ......./......./........, the parties and signatories:

* the **National Centre for Scientific Research "DEMOKRITOS"**, located in Agia Paraskevi, Attica (Patr. Gregoriou E & 27 Neapoleos str., P.C. 15341), Tax ID ................................., Tax Office FAE KEFODE ATTIKIS and legally represented by the Director and Chairman of the Board Dr. G. Nounesis, hereinafter referred to for the sake of brevity as the "**Contracting Authority**", and
* the company with the name **".............................................................."** located at .................................................................................................................. who is contracting herein, legally represented for (the joint) signing hereof by ....................................................................................................., hereinafter referred to for the sake of brevity as the "**Contractor**",

have agreed and mutually accepted the following:

**Article 1 - SCOPE OF THE CONTRACT**

The Contracting Authority assigns to the Contractor ............................................................................................................................................

The Contractor's quotation dated ........................................................ that accompanies this contract constitutes with it a single and integrated agreement.

**Article 2 - CONTRACT FINANCING**

The financing body of present contract is the ……………………………….., Code …………………………………..

The contract is included in the project titled: "…………………………………….." with project code ………………………………………., based on the inclusion decision no. ………………………….

For this procedure, decision no. ………………………………… (Unique Document ID:………………………………) has been issued for the assumption of obligation/approval of credit commitment for the fiscal year ………………. .

**Article 3 - GENERAL OBLIGATIONS OF THE CONTRACTOR**

The Contractor shall perform his contractual obligations with care, diligence and in accordance with the rules of his art and science, the principles of good faith and fair dealing.

The Contractor shall ensure the quality of the services provided from a technical point of view, ensure the suitability and the timely completion of the scope of the contract.

The Contractor undertakes to comply and continue to comply, during the execution of this contract, with its obligations arising from the provisions of environmental, social security, and labor legislation, as established by Union law, national law, collective agreements, or international provisions of environmental, social, and labor law, which are listed in Annex X of Appendix A of Law 4412/2016. Compliance with these obligations is monitored and certified by the bodies supervising the execution of this contract and the competent public authorities and services acting within the limits of their responsibility and jurisdiction.

**Article 4 - RISK - INSURANCE**

The Contractor shall bear the risk for any damage to the scope of the contract until the date of final confirmation of the services. After the final completion of the services the risk is transferred to the Contracting Authority.

The Contractor shall be required to insure and maintain the insurance of its personnel with the competent insurance organisations throughout the duration of the execution of the contract.

**Article 5 - ASSIGNMENTS - TRANSFERS**

The Contractor does not have the right to transfer or assign the contract or part thereof, without the written consent of the Contracting Authority.

**Article 6 – PERIOD OF CONTRACT EXECUTION**

The contract has an execution time limit of ................, starting from its signature.

If the provision of services is completed after the expiry of the contractual period, as defined after any lawful extension, a fine calculated in accordance with Articles 217 and 218 of Law 4412/2016 shall be imposed, in addition to any penalties provided for in each case.

**Article 7 -CONTRACTOR DEFAULT**

The provision of services and their completion, as defined in the scope of the contract, shall be carried out by the Contractor in accordance with the terms and requirements and the timeline hereof.

By decision of the Contracting Authority, the Contractor shall be mandatorily declared to be in default under the agreement, and excluded from all his rights stemming therefrom, if he has not delivered/completed the service within the contractual period or the extended timeline granted to him or in general if he has not fulfilled or has inadequately fulfilled his contractual obligations.

The Contractor shall not be declared to be in default under the agreement when:

a. the contractor fails to fulfill a contractual obligation due to fault of the contracting authority

b. there are reasons of force majeure.

Otherwise, the provisions of Articles 203 and 204 of Law 4412/2016 shall apply.

**Article 8- CONTRACTUAL PRICE**

The contract amount is .............................................................. (................................ €) plus VAT, i.e. a total amount of ..................................................... (............................. €).

The Contractor has taken into account all facts for the timely and proper execution of the agreement. Therefore, the contract price includes, on the one hand, the Contractor's fee, on the other hand all costs related to the execution hereof, in particular for resources, materials and compensation of personnel or any other third party that the Contractor used for the needs hereof. The Contracting Authority shall not be required to pay any other expenses.

On the amount of the contract price, a 0.1% deduction for EAADHSY (Hellenic Single Public Procurement Authority), a 3% stamp duty on the EAADHSY deduction and a 20% OGA (Farmers Social Insurance Fund) contribution shall be calculated and deducted.

**Article 9 - PAYMENT MODE AND SUPPORTING DOCUMENTS**

The payment of the contract amount by the Contracting Authority to the Contractor shall be made either at 100% of the contractual value after the final receipt of the goods or in instalments until the final receipt (*one of the two ways is chosen by the Contracting Authority).*

{If payment in instalments is selected, please fill in the following :

The payment of the contract amount by the Contracting Authority to the Contractor will be made in instalments and specifically:

A) the first one on........................(date) for the amount of EUR ..................................... (............................. €) plus VAT,

B) the second one on ........................(date) for the amount of EUR ................................ (............................. €) plus VAT

C) the third one on........................(date) for the amount of EUR ..................................... (............................. €) plus VAT

after the receipt under Article 9 hereof.}

According to JMD No. 52445EΞ/04-04-2023 on "Obligation on economic operators to submit invoices electronically" (B' 2385/12-04-2023 and correction of an error in Government Gazette B' 3061/09-05-2023) as amended and in force, it is provided that for expenditure in the execution of contracts under L. 3978/2011, L. 4412/2016 and L. 4413/2016 concluded and executed by the NCSR "DEMOKRITOS", counterparty economic operators are required to submit Electronic Invoices when the procurement procedures start after the 1st of June 2024.

The documents required for each payment are as follows:

1. Certificate of quantitative and qualitative acceptance of completion of services provided
2. Payment order
3. **Payment documents (Consignment note - Electronic Invoice** of the Contractor, **which is in accordance with** the European standard for issuing electronic invoices. In addition, the Contracting Authority's code for electronic invoicing is 1036.E00665.0001 (JMD 52445/EΞ/2023, Government Gazette 2385/B/12-04-2023).

**Article 10 -RECEIPT**

The object of the contract shall be received by the Scientific Officer of the project. During the receipt procedure, which the Contractor is invited to attend if he wishes, a quantitative and qualitative check shall be carried out.

The final receipt shall be certified by the Certificate of Completion of the object of the contract.

Otherwise, the provisions of articles 216 et seq. and 219 of the Law 4412/2016 shall apply.

**Article 11 - TERMINATION BY THE CONTRACTING AUTHORITY**

The Contracting Authority is entitled to terminate the contract if the Contractor does not comply with any of the terms hereof.

The termination shall become valid from the service thereof to the Contractor.

Upon termination of the contract, the Contracting Authority has the right to demand the refund of any amount unduly paid, as well as the remedy of any direct or incidental damage it may have suffered due to non-execution or defective execution of the terms hereof by the Contractor.

**Article 12 - TERMINATION BY THE CONTRACTOR**

The Contractor is entitled to terminate the contract with a prior written notice of ten (10) calendar days in the event that the Contracting Authority breaches any of its terms and does not remedy the said breach within reasonable time from the receipt of its relevant written notice by the Contractor.

**Article 13 - FORCE MAJEUR**

Neither party shall be liable for failure to perform its contractual obligations if such failure is due to force majeure, provided that the alleged force majeure is duly and sufficiently proven. Force majeure means any unforeseeable and unavoidable event which renders the execution hereof absolutely impossible.

**Article 14 -PROTECTION OF PERSONAL DATA**

The contracting parties commit to comply with the obligations arising from the implementation of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation - GDPR) and of Law 4624/2019 (A 137) **as set out in Annex I which forms an integral part hereof.**

The contact details of the person responsible for the protection of personal data of the Contracting Authority are as follows (email [m.fontara@gel.demokritos.gr](file:///C%3A%5CUsers%5Ci.stergiaki%5CAppData%5CLocal%5CMicrosoft%5CWindows%5CINetCache%5CContent.Outlook%5C6IQES48G%5Cm.fontara%40gel.demokritos.gr) /tel. +30 210 6503036).

The Contractor is obliged, to the extent that the implementation of the scope of this Contract involves the processing of personal data:

-to fully comply with all European and national data protection laws and regulations applicable to the services provided and especially with the provisions of the General Data Protection Regulation (EU Regulation 679/2016) (GDPR) and Law 4624/2019, including the Guidelines of the Hellenic Data Protection Authority or any other competent regulatory authority, and fully comply with their obligations arising from the legislative and regulatory framework, becoming liable to remedy any loss or damage to the Contracting Authority or third party caused by the breach of this term.

-to provide the natural persons whose personal data it processes with adequate information about the processing of their data and obtain their consent, where required in compliance with the aforementioned personal data legislation.

-to take appropriate technical, physical and organisational security measures to protect the personal data it processes against loss, unauthorised or unlawful processing.

-In the event of a breach of personal data or in any case where their security is compromised, such as in the event of loss, partial or total destruction of the data in electronic or paper form, unauthorised access by a third party or any other data breach, including any breach caused by the processing of the data by the Contractor's subcontractors (if any), the Contractor will take all necessary actions to comply with its obligations arising from Articles 33 and 34 of the GDPR as appropriate, and will immediately inform and cooperate with the Contracting Authority, in order to ensure that (a) there will be no further breach and (b) the risk that may result from the breach will be reduced as soon as possible.

**Article 15 - APPLICABLE LAW**

The present contract is governed by Law 4412/2016 "Public Works, Procurement and Services (adaptation to Directives 2014/24/EU and 2014/25/EU) (Government Gazette 147/8-8-2016), as in force, and shall be interpreted in accordance with the rules of good faith, fair dealing and the social and economic rights.

For any dispute or difference that may arise in the execution of this Agreement, the parties shall seek to resolve it in good faith.

**Article 16 - VALIDITY OF THE CONTRACT**

This contract having been drawn up, it has been read and signed as follows by the parties. It has been drafted in four (4) identical originals. Each original has been signed by the representatives of both parties. Two (2) originals each were received by the Contracting Authority and the Contractor respectively**.**

 (If signed electronically, please complete the following:

Having been drawn up in electronic document form, this contract has been read and signed by the parties by advanced electronic signature as follows. Having been signed by advanced electronic signature by the legal representatives of both parties, this contract is being sent to each party by electronic means).

# THE CONTRACTING PARTIES

**FOR THE CONTRACTOR FOR THE CONTRACTING AUTHORITY**

 Mr/Mrs. ...................................... Dr. .......................................

 Legal Representative Director & Chairman of the Board of NCSR 'D'

**ANNEX I**

**ON THE PROCESSING OF PERSONAL DATA**

**Clause 1 - Purpose and scope**

**1.1** The purpose of this Annex is to ensure compliance of the Contracting Parties with Article 28 §§ 3 and 4 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 *on the protection of natural persons 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)* (hereinafter "GDPR").

**1.2** This Annex constitutes the sole agreement of the parties in relation to the *Processing* and forms an integral part of the above contract.

**1.3** This Annex is without prejudice to obligations to which the Controller is subject by virtue of the GDPR.

**Clause 2 – Invariability of the Clauses**

**2.1** The Parties undertake not to modify this annex.

**2.2** The above commitment does not prevent the parties from adding other clauses or additional safeguards, provided that they do not directly or indirectly contradict the existing *Clauses*, nor affect the fundamental rights or freedoms of the data subjects.

**Clause 3 - Interpretation**

**3.1** Where this Annex uses terms defined in the *GDPR*, those terms shall have the same meaning as in the *GDPR*.

**3.2** Application and interpretation shall be carried out in the light of the provisions of the *GDPR*.

**3.3** This Annex shall not be interpreted in a way that runs counter to the rights and obligations provided for in the *GDPR* or in a way that prejudices the fundamental rights or freedoms of the data subjects.

**Clause 4- Optional docking clause**

**5.1** In theevent of assignment to any person or entity that is not a Party, it may, with the consent of the Parties, accede to this Annex at any time as a controller.

**5.2** The acceding entity shall have no rights or obligations under the contract and this Annex, in respect of the period before it became a Party.

**Clause 5 - Description of the Processing**

The details of the *processing* operations, in particular the categories of personal data and the purposes of the *processing* on behalf of the *Controller,* shallbe set out in the master contract.

**Clause 6 -Obligations of the parties**

**6.1 Instructions**

**a)** The *Processor* shall process personal data on documented instructions from the *Controller*, unless it is required to do so under Greek or European Union law. In this case, the *Processor* shall inform the *Controller* ofsuchlegal requirement before *Processing*, unless the said applicable law prohibits this on important grounds of public interest. The Parties agree that the *Master Contract* constitutes written instructions of the *Controller* in relation to the *Processing*. The *Controller* may also give subsequent instructions throughout the *Processing.* Such instructions shall always be in writing.

**b)** The *Processor* shall notify the *Controller* without undue delay if, in the *Processor’s* opinion*,* any instruction given by the *Controller* infringes the *GDPR* and/or other provisions of Greek or European Union data protection law.

**6.2 Purpose limitation**

The *Processor* shallprocess the personal data only for the purposes of the *Processing* set out in the contract, unless it receives further instructions from the *Controller*.

**6.3 Duration of processing**

*Processing* by the *Processor* shall only take place for the duration specified in the contract.

**6.4 Security of processing**

**a)** The *Processor* shall at least implement the technical and organisational measures specified in the Contract to ensure the security of the personal data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to the data (hereinafter referred to as "Breach"). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of *Processing*, and the risks involved for the data subjects;

**b)** The *Processor* shall grant access to the personal data undergoing *Processing* to members of its personnel and external collaborators only to the extent strictly necessary for implementing, managing and monitoring the Master Contract. The *Processor* shallensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

**6.5 Sensitive data**

If the processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade-union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person’s sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter: sensitive data), the processor shall apply specific restrictions and/or additional safeguards.

**6.6 Documentation and compliance**

**a)**  The Parties shall take all measures necessary to be able to demonstrate their compliance with the Contract and its Annex and the applicable data protection legislation.

**b)** The *Processor* shalldeal promptly and adequately with all inquiries from the *Controller* about the *Processing* in accordance with the *Annex*.

**c)** The *Processor* shall make available to the Controller all information necessary to demonstrate compliance with the obligations that are set out in the *Annex* and stem directly from the *GDPR*. In addition, at the *Controller’s* request, the *Processor* shallpermit and contribute to audits of the *Processing* activities covered by the *Clauses* at reasonable intervals or if there are indications of non-compliance. In deciding on a review or an audit, the Controller may take into account relevant certifications held by the Processor.

**d)** The *Controller* may conduct the audit by itself or mandate an independent auditor. Audits may also include inspections at the premises or physical facilities of the *Processor* and shall be carried out with reasonable notice.

**e)** The Contracting Parties shall make the information referred to in this Article, including the results of any audits, available to the Data Protection Authority upon its request.

**6.7 Use of sub-processors**

**a)** The Processor shall not subcontract any of its processing operations performed on behalf of the Controller in accordance with these clauses to a sub-processor, without the Controller’s prior specific written authorization. The Processor shall submit the request for specific authorisation prior to the engagement of the sub-processor in question, together with the information necessary to enable the Controller to decide on the authorisation.

**b)** The *Processor* shallengage a *Sub-processor* by way of a written contract (hereinafter "Sub-processor Agreement"), which imposes on the *Sub-processor,* in substance, the same data protection obligations as the ones imposed on the *Processor*. The *Processor* shallensure that the *Sub-processor* complies with the obligations to which the *Processor* is subject pursuant to the *Annex* and the *GDPR*.

**c)** At the *Controller’s* request, the *Processor* shall provide a copy of such a *Sub-processor Agreement* and any subsequent amendments to the *Controller*. To the extent necessary to protect business secret or other confidential information, including personal information, the *Processor* may redact the text of the *Sub-processor Agreement* prior to sharing the copy with the *Controller*.

**d)** The *Processor* shall remain fully responsible to the *Controller* for the performance of the *Sub-processor’s* obligations in accordance with the *Sub-processor Agreement*. The *Processor* shall notify the *Controller* of any failure by the *Sub-processor* to fulfil its contractual obligations.

**e)** The *Sub-processor Agreement* shall include a third party beneficiary clause whereby - in the event the *Processor* has factually disappeared, ceased to exist in law or has become insolvent - the *Controller* shall have the right to terminate the *Sub-processor Agreement* and to instruct the *Sub-processor* to erase or return the personal data.

**6.8. International transfers**

**a)** Any transfer of data to a third country or an international organisation by the processor shall be done only on the basis of documented instructions from the controller or in order to fulfil a specific requirement under Union or Member State law to which the processor is subject and shall take place in compliance with Chapter V of the GDPR.

**b)** The *Controller* agrees that where the *Processor* engages *a Sub-processor* and the *Processing* activities entrusted to the *Sub-processor* involve a transfer of personal data within the meaning of Chapter V of the *GDPR*, the *Processor* and the *Sub-processor* can ensure compliance with Chapter V of the *GDPR* by using standard contractual clauses adopted by the European Commission in accordance with Article 46(2) of the *GDPR,* providedthe conditions for the use of those standard contractual clauses are met.

**Clause 7-Assistance to the Controller**

**a)** The *Processor* shall promptly notify the *Controller* ofany request it has received from a data subject. It shall not respond to the request itself, unless authorised to do so by the *Controller.*

**b)** The *Processor shall* assist the *Controller* in fulfilling its obligations to respond to the data subjects’ requests to exercise their rights, taking into account the nature of the *Processing* as appropriate. In fulfilling its obligations in accordance with (a) and (b), the *Processor* shall comply with the *Controller’s* instructions*.*

**c)** In addition to the *Processor*'s obligation to assist the *Controller* pursuant to Clause 7(b), the *Processor* shallfurthermore assist the *Controller* in ensuring compliance with the following obligations, taking into account the nature of the data processing and the information available to the Processor: **(i)** the obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a ‘data protection impact assessment’)where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons; (**ii)** the obligation to consult the Personal Data Protection Authority where a data protection impact assessment indicates that the processing would pose a high risk in the absence of risk mitigation measures by the Data Controller; **(iii)** the obligation to ensure that personal data is accurate and up to date, by informing the Controller without delay if the Processor becomes aware that the personal data it is processing is inaccurate or has become outdated; **(iv)** the obligations in Article 32 of GDPR.

**d)** The Parties shall set out the appropriate technical and organisational measures by which the Processor is required to assist the Controller in the application of this Clause, as well as the scope and the extent of the assistance required.

**Clause 8 - Notification of Breach**

In the event of a Breach, the Processor shall cooperate with and assist the Controller for the Controller to comply with its obligations under Articles 33 and 34 of the GDPR, where applicable, taking into account the nature of Processing and the information available to the Processor.

**8.1. Data breach concerning data processed by the Controller**

In the event of a breach concerning personal dataprocessed by the Controller, the Processor shall assist the Controller:

**a)** innotifying the Breach to the Data Protection Authority, without undue delay after the Controller has become aware of it, where relevant, unless the Breach is unlikely to result in a risk to the rights and freedoms of natural persons;

**b)** in obtaining the following information which, pursuant to Article 33(3) GDPR, shall be stated in the Controller’s notification, and must at least include: **(i)** the nature of the Personal Data, including, where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned; **(ii)** the likely consequences of the Breach; **(iii)** the measures taken or proposed to be taken by the Controller to address the Breach and, where appropriate, measures to mitigate its possible adverse effects. Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available, and further information shall, as it becomes available, subsequently be provided without undue delay.

**c)** in complying, pursuant to Article 34 of the GDPR, with the obligation to communicate without undue delay the Breach to the data subject, when it is likely to result in a high risk to the rights and freedoms of natural persons.

**8.2. Data breach concerning data processed by the Processor**

In the event of a personal data breachconcerning data processed by the Processor, the Processor shall notify the Controller without undue delay and in any case within 24 hours after the Processor becomes aware of the breach. Such notification shall contain at least: **a)** adescription of the nature of the Breach (including, where possible, the categories and approximate number of data subjects and data records concerned); **b)** the details of a contact point where more information concerning the personal data breach can be obtained; **c)** its likely consequences and the measures taken or proposed to be taken to address the Breach, including, where appropriate, measures to mitigate its possible adverse effects. Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

The Parties shall set out all other elements to be provided by the Processor when assisting the Controller in the compliance with the Controller’s obligations under Articles 33 and 34 of the GDPR.

**Clause 9- Non-compliance and termination**

**a)** Without prejudice to the provisions of the GDPR, in the event that the Processor is in breach of its obligations arising from the processing of personal data, the Controller may instruct the Processor to suspend the Processing until the latter complies or the Master Contract is terminated. The Processor shall promptly inform the Controller in case it is unable to comply, for whatever reason.

**b)** The Controller shall be entitled to terminate the Master Contract insofar as it concerns Processing of personal data if: **(i)** theProcessing of personal data by the Processor has been suspended by the Controller pursuant to point (a) and if compliance with this Annex is not restored within a reasonable time and, in any event, within one month following suspension; **(ii)** the Processor is in substantial or persistent breach of the *Annex* or its obligations under the GDPR; **(iii)** the Processor fails to comply with a binding decision of a competent court or the Data Protection Authority regarding its obligations pursuant to the Annex or the GDPR.

**c)** The Processor shall be entitled to terminate the Master Contract insofar as it concerns Processing of personal data where, after having informed the Controller that its instructions infringe applicable legal requirements in accordance with Clause 6.1(b), the Controller insists on compliance with the instructions.

**d)** Following termination of the Master Contract, the Processor shall, at the choice of the Controller, delete all personal data processed on behalf of the Controller and certify to the Controller that it has done so, or return all the personal data to the Controller and delete existing copies, unless Union or Greek law requires storage of the personal data. Until the data is deleted or returned, the Data Processor shall continue to ensure compliance with these clauses.