**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 products provided from a technical point of view, ensure the suitability and the timely procurement 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 or loss of the deliverables under the contract until the date of final receipt thereof. In case of damage, deterioration or loss, the Contractor is obliged to fully restore or replace them. After the final receipt, 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 products are loaded - delivered or replaced after the expiry of the contractual period, as defined after any lawful extension, a fine calculated in accordance with Articles 206 and 207 of Law 4412/2016 shall be imposed, in addition to any penalties provided for in each case.

**Article 7 -CONTRACTOR DEFAULT**

The delivery of the object 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 loaded, delivered or replaced the contractual materials or has not repaired or maintained them 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. Protocol of quantitative and qualitative receipt (issued by the Contracting Authority)
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. The Contractor must deliver the items specified in the respective order within ………………. working days from the day of its notification. 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 Receipt Protocol.

Otherwise, the provisions of articles 208 and 209 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).

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:\Users\i.stergiaki\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\6IQES48G\m.fontara@gel.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 purpose of the 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'