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| 226x225 | **NATIONAL TECHNICAL UNIVERSITY of ATHENS**  **RESEARCH COMMITTEE**  9, Heroon Polytechneiou Str, EL-157 72, Zografou Campus, Athens, Greece  🕿 +30 210 772 1348 e-mail: ereyna@central.ntua.gr |

**SERVICE CONTRACT**

In Athens today, .../... /202…, the following parties:

**“NATIONAL TECHNICAL UNIVERSITY OF ATHENS – RESEARCH COMMITTEE”**, a legal entity under public Law, established in Athens, 42 Patission str., P.C.: 10699, VAT No: 099793475, having its Administrative Services at 9 Iroon Polytechniou Street, P.C.: 15780 - POLYTECHNEOUPOLI ZOGRAFOU and legally represented by the President of the Research Committee of NTUA Prof. Emmanouil Varvarigos, hereinafter referred to as **" THE EMPLOYER"**,

on the one part,

............................ (COMPANY NAME) with its registered office at .................., street ..................... P.C.: .........., VAT No: .................., legally represented by Mr /Ms ................. ……………......, (Representative Title), hereinafter referred to as **"THE CONTRACTOR"**,

on the other part,

Together referred to as **“THE PARTIES”** and each of them as **“THE PARTY”**

And Mr/ Ms .......................................................... Resident of ................................ .................................. (City, address), holder of No. ...................... ID issued on ..................., with VAT No: ..............................., Professor of the School of ................... of the National Technical University of Athens, as the Scientific Responsible of the project titled "................." and Code Number .........., hereinafter referred to as “Scientific Responsible”,

As third part,

**Whereas:**

-The EMPLOYER is a Legal Entity under Public Law and constitutes a Contracting Authority within the meaning of Directives 24/2014 and 25/2014 of European Union and Law No 4412/2016 “Public Works, Procurement and Services Contracts (Adaptation to Directives 2014/24/EU and 2014/25/EU, Government Gazette A’ 147/08.08.2016)”, which incorporated the above directives in Greek law. Therefore, the above legislation on public service contracts applies to the present CONTRACT.

-For the purpose of fulfilling the obligations of the project under the title ".....................", Code Number..........., and Scientific Responsible ............., the EMPLOYER needs the services of the CONTRACTOR.

-The CONTRACTOR declares to the EMPLOYER that he has the necessary human and material resources and experience to perform such services in full and timely manner in accordance with this CONTRACT.

-The Scientific Responsible of the project has submitted the request with reference number ................, which was approved by ......................... (Date and number) approval decision of the President of the Research Committee, posted to DIAYGEIA with ADA ............ and KIMDIS with ADAM ................

-The PARTIES wish to sign this CONTRACT, under which the CONTRACTOR undertakes to provide the EMPLOYER with specific services.

For these reasons the following **were agreed and accepted:**

1. **OBJECT OF THE CONTRACT**

The CONTRACTOR for the implementation of the project entitled ".....................", Code Number ......, undertakes to provide…………………………………………., hereinafter referred to as "SERVICES", as described in the Contractor's Financial Offer which was approved by ............... (Date and number) decision of the President of the Research Committee, and was posted to DIAYGEIA with ADA .............. and KIMDIS with ADAM ................ and are annexed and form an integral part of this CONTRACT.

**2. DURATION OF THE CONTRACT**

1. THE CONTRACTOR undertakes to provide the SERVICES from ............. to ................

2. The CONTRACTOR undertakes to provide the SERVICES to the EMPLOYER defined in this CONTRACT until the expiry of the CONTRACT without being entitled to withdraw or quit them for any reason. Withdrawal at any time within the duration of the CONTRACT, entitles the EMPLOYER to declare the CONTRACTOR to be in breach of his obligations, in which case the CONTRACTOR shall not be compensated.

3. The duration of the CONTRACT may only be extended under the terms of Article 217 of Greek Law No 4412/2016 (Government Gazzete A’ 147/2016).

**3. REMUNERATION OF THE CONTRACTOR**

1. As an estimated CONTRACT price - remuneration of the CONTRACTOR for the full execution of the SERVICES, the amount of ........................Euro (............), plus VAT is agreed (ADA …..…………..).

2. For the avoidance of doubt, it is clarified that the remuneration of the CONTRACTOR, as defined in paragraph 3.1, is the full compensation of the CONTRACTOR for the provision of the SERVICES. Therefore, the only obligation of the EMPLOYER towards the CONTRACTOR is to pay the amount corresponding to the certification of the actual SERVICES.

3. The contractual price is the total remuneration to be paid to the CONTRACTOR for execution of SERVICES and fulfillment of all his obligations resulting from the CONTRACT, as described in the CONTRACTOR's Financial Offer and the approval decision of the President of the Research Committee. The conventional price includes (but is not limited to):

•Provision of all necessary staff, necessary equipment etc.

•Any other expenditure that may be required under the contractual documents regarding the provision of the agreed SERVICES.

4. The contractual price does not include the value added tax (VAT) of the invoices issued by CONTRACTOR to the EMPLOYER.

**4. TIME - PAYMENT METHOD**

1. The payment of the above remuneration of CONTRACTOR will be made by the EMPLOYER at least thirty (30) days from the issue of an invoice and submission of all supporting documents.

2. The fee is paid accrued and after receipt of SERVICES by the competent bodies of the EMPLOYER and following the order of the Scientific Responsible of the Project.

3. The CONTRACTOR shall also be liable for any statutory deductions, taxes, other than VAT. The delay in payment has no consequences for the EMPLOYER and the provision of SERVICES (interest, damage, suspension of SERVICES, etc.).

**5. OBLIGATIONS OF THE CONTRACTOR**

1. The CONTRACTOR warrants that the provision of SERVICES will be in accordance with rules of art and science. He also warrants that the SERVICES provided will meet the requirements of the EMPLOYER within the framework of this CONTRACT.

2. The CONTRACTOR will provide and use experienced staff for good execution of the project. Employees of the CONTRACTOR will act under their sole responsibility and under no circumstances are considered as employees of the EMPLOYER.

3. The CONTRACTOR undertakes to fulfill of the obligations arising out of the provisions of paragraph 2 of Article 18 of Law No 4412/2016 (Government Gazette A’ 147 /2016).

**6. TERMINATION OF THE CONTRACT**

1. THE EMPLOYER is entitled at any time to terminate this CONTRACT without cause upon prior written notice of 15 days to the CONTRACTOR. In such case, the EMPLOYER shall pay to the CONTRACTOR the remuneration corresponding to SERVICES provided by the CONTRACTOR until the date of termination. The CONTRACTOR will not be entitled to compensation due to the early termination of this CONTRACT.

2. If the CONTRACTOR breaches any term of this CONTRACT all of which are considered to be essential, the EMPLOYER will be entitled to give a written notice to the CONTRACTOR defining a period of fifteen (15) days to comply and fulfill its obligations, after which the EMPLOYER shall have the right, in his judgment, to declare the CONTRACTOR to be in breach of its obligations. In such case, the CONTRACTOR will not receive the agreed remuneration and shall be liable to the EMPLOYER for any damage caused to the latter due to the above breach of the CONTRACTOR.

3. In case of delay of CONTRACTOR for fulfillment of all or some of his obligations due to his fault, the CONTRACTOR shall be obliged, in addition to any other compensation, to pay the EMPLOYER as penalty clause an amount of 100 EURO per each day of delay and up to the amount corresponding to 5% of the net value of this CONTRACT.

**7. QUALITY ASSURANCE - GUARANTEES**

1. THE CONTRACTOR undertakes that the SERVICES provided under this CONTRACT will retain the highest quality characteristics for the entire duration of the contractual period. The quality of the SERVICES will be evaluated by the EMPLOYER. The CONTRACTOR will comply with any recommendations or instructions of the EMPLOYER regarding his / her provision of SERVICES.

2. THE CONTRACTOR undertakes that his personnel will have the necessary knowledge and experience to perform his obligations under this CONTRACT in accordance with the specific provisions of Article 5 hereof.

3. The CONTRACTOR undertakes that the performance of his obligations under this CONTRACT will be timely and complete and suitable to the EMPLOYER’s needs.

**8. CONFIDENTIAL INFORMATION**

1. The CONTRACTOR agrees that from now on (a) will keep secret all CONFIDENTIAL Information of the EMPLOYER; (b) will not disclose Confidential Information of the EMPLOYER to any person other than the CONTRACTOR’s employees and associates who should be aware of such information in order to fulfil the services and after having agreed to keep confidentiality as the parties hereto and (c) will not use in any way Confidential Information of the EMPLOYER for a purpose other than that for which the EMPLOYER has provided Confidential Information. The term "Confidential Information" includes data and information about the operation or work of the EMPLOYER or its personnel, which are classified as confidential by the EMPLOYER or which are not generally known to the public and which the CONTRACTOR should reasonably consider as confidential or as of sensitive nature.

2. The PARTIES agree that in the event of breach by the CONTRACTOR of any obligation under this Article, the CONTRACTOR shall remedy any kind of damage to the EMPLOYER, while the EMPLOYER shall have the right to take all appropriate measures against the CONTRACTOR in addition to any other legal remedies available to him under this CONTRACT or applicable law.

**9. APPLICABLE LAW / DOSSIER**

1. This CONTRACT is governed by and construed in accordance with Greek law.

2. The PARTIES expressely agree that any dispute arising between them in relation to the interpretation of the terms and/or in relation to the rights, claims and obligations arising from this CONTRACT shall be subjected to the exclusive jurisdiction of Courts of Athens.

**10. MISCELLANEOUS PROVISIONS**

1. Amendments: The terms and conditions of this CONTRACT, including its Annexes, may only be amended in writing. Any oral or tacit amendment to this CONTRACT will be void and will not bind the PARTIES.

2. Assignment: It is totally prohibited the assignment or pledge by the CONTRACTOR of any of his/her rights resulting from this CONTRACT to third parties or the execution of the above SERVICES by another person or entity, without the written consent of the EMPLOYER, as well as the assignment or pledge of CONTRACTOR’s remuneration to any third party, such as Banks, Legal Entities etc., any event being considered invalid.

3. Article 8 of this Convention shall remain in full force upon termination as long as the PARTIES are entitled to protection of their rights under applicable law.

4. This CONTRACT, including the appendices, constitutes the overall agreement between the PARTIES in relation to this subject and prevails over any prior agreement, obligation or proposal, either oral or written, in relation to matters governed by it and may be revoked, modified or deleted only by written agreement of the PARTIES.

5. The non-exercise of rights or omissions by the EMPLOYER or the tolerance of situations contrary to this CONTRACT and the delay in taking the measures provided for in this CONTRACT may not be considered as a waiver of the EMPLOYER of any right or as an exemption from recognition of rights not recognized in this CONTRACT.

For what is not regulated in the present CONTRACT, the provisions of Law Ν. 4412/2016 (Government Gazette A’ 147 / 08.08.2016) as in force apply.

This CONTRACT shall be drawn up in two (2) copies and **shall enter into force upon signature** by the contracting PARTIES.

Considering the above, two (2) original copies were drafted in English language and, after being read and signed, each party received one copy.

**THE PARTIES**

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| **FOR THE EMPLOYER** | **FOR THE CONTRACTOR** | **THE SCIENTIFIC RESPONSIBLE** |
| **Prof. Emmanouil Varvarigos**  **President of Research Committee NTUA** | **Name**  **Title** | **Name**  **Title** |

**THE CONTRACT MUST BE SEALED BY BOTH THE EMPLOYER AND CONTRACTOR**