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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 |

**SUPPLY 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 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 procurement 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 supplies of the CONTRACTOR.

-The CONTRACTOR declares to the EMPLOYER that he has the necessary human and material resources and experience to supply the EMPLOYER with the requested products 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 supply the EMPLOYER with specific products.

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

1. The CONTRACTOR undertakes to supply the following products, which are described below by purchase code and quantity : ………………… (Description of goods) for the project called “………” Code Number “ ……..” and Scientific Responsible “…………”, which is attached to and forms an integral part of the present CONTRACT.

2. The type, quality, technical characteristics and specifications of the products will always be in line with what is described ............................ (if available: choose from: Technical Annex of the Project, technical offer of CONTRACTOR etc.), and in the financial offer of CONTRACTOR, 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.

3. The CONTRACTOR undertakes to deliver the above products (instruments, consumables etc.) within ................... days from the date of signature of this CONTRACT. The CONTRACTOR bears the risk of accidental destruction or deterioration of the products until their delivery to the EMPLOYER’s premises and final receipt by the competent bodies of the EMPLOYER (by written proof of receipt).

4. Products will be delivered to the premises designated by the Scientific Responsible. The transfer of ownership will take place upon delivery of the products.

5. Any damage to products’ equipment should be dealt with by the CONTRACTOR within the warranty period.

6. For the supply of the products, an amount of ............ € (including VAT) will be paid (ADA …..…………..).

7. The remuneration remains constant for the entire duration of this CONTRACT and shall not be altered unless agreed otherwise in writing between the parties.

8. The remuneration includes all costs and expenses of the CONTRACTOR, including but not limited to transport costs, travel expenses, storage, packaging, etc. The EMPLOYER shall have no other obligation to the CONTRACTOR and the latter has no or any claim against the EMPLOYER.

9. Payment of the above remuneration is made against issue of an invoice which the CONTRACTOR will issue for the value of the products sold (unit price X quantity) and submission of all supporting documents.

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

11. 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 supply (interest, damage etc.).

12. The CONTRACTOR guarantees that the products delivered to the EMPLOYER are in excellent condition and of excellent quality, suitable for the agreed use, free of defects and adapted to high quality standards. Products must also be fully adapted to the technical specifications and agreed properties listed in the award decision and to the technical characteristics required by European and National legislation.

13. The CONTRACTOR is obliged to check the quality and specifications of the products prior to their delivery to the EMPLOYER and guarantees their good quality and operation throughout the warranty period. The CONTRACTOR also undertakes to replace any defective product or product lacking the agreed properties or not conforming to the technical specifications after informing the EMPLOYER. The CONTRACTOR shall also indemnify any further damage to EMPLOYER due to the defect or lack of the products’ agreed properties and technical specifications.

14.The CONTRACTOR is obliged to indemnify the EMPLOYER for any damage caused by a third party's claim due to any breach of the CONTRACTOR's obligations under this CONTRACT (and for example: actual defects, lack of agreed properties, non-compliance etc.) as well as for any compensation for infringement of intellectual or industrial property rights of third parties.

15. In case of delay by the CONTRACTOR of all or part of the individual orders of the EMPLOYER for any reason due to his fault, the CONTRACTOR is obliged to pay to the EMPLOYER as a penalty clause an amount of 100 € for each day of delay and up to a total amount of 5% of the contractual value of the order in delay regardless and without replacing the EMPLOYER’s right for compensation for any further damage caused due to that delay.

16. This CONTRACT is governed by and construed in accordance with Greek law. Courts of Athens shall have the sole jurisdiction in any dispute arising out of the present and including disputes concerning the validity, interpretation or enforcement thereof.

17. 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).

18. In the event that the CONTRACTOR fails to comply with any of his obligations stated herein, all of which are considered to be essential, the EMPLOYER is entitled to terminate this CONTRACT at any time and additionally require the CONTRACTOR to fully recover any direct or indirect loss.

If the CONTRACTOR breaches any term of this CONTRACT all of which are considered to be essential and such breach is due to his fault, 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.

«In the event that the CONTRACTOR does not deliver the products under supply on time, the EMPLOYER is entitled to grant an extension of the contractual delivery time of the products in accordance with the terms of art. 206 of Law Νο 4412/2016, after the expiration of which, the EMPLOYER will be entitled to declare the CONTRACTOR to be in breach of its obligations and to seek any damage caused to him due to the above breach of the CONTRACTOR».

19. The PARTIES are not entitled to be substituted by a third party in whole or in part for their rights or obligations under this CONTRACT nor any of the PARTIES shall be permitted to assign part or all of this without the written consent of the other PARTY.

20. This CONTRACT shall replace all previous Agreements between the PARTIES.

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 the Research Committee NTUA** | **Name**  **Title** | **Name**  **Title** |

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