APPENDIX NO. 5 TO THE ToR

# AGREEMENT no. AZP.25.1.39.2023 SALE OF SOFTWARE LICENCE - MODEL

concluded on ………………………… in Bialystok, by and between:

**Medical University of Bialystok, ul. Jana Kilinskiego 1, 15-089 Bialystok, Poland**

**NIP [*Tax Identification Number*] 542-021-17-17**

represented by

Konrad Raczkowski, M.Sc. – Chancellor of UMB

hereinafter referred to as the “Contracting Authority”

and

……………………………………………………………….

NIP [*Tax Identification Number*]: ……………….., REGON no.: ……………., KRS no.: ………………………

hereinafter referred to as the **Economic Operator.**

As a result of the selection of the most favourable offer in the procedure No. AZP.25.1.39.2023 for the award of a public contract conducted in accordance with the Public Procurement Law (i.e. Journal U. 2022, item 1710 as amended, hereinafter referred to as the PPL) under the basic procedure, the following contract is concluded:

#  1.

# THE SCOPE OF THE AGREEMENT

The subject matter of the Contract is the supply including installation and commissioning and the granting of a non-exclusive licence (Licence") for an indefinite period for the  **LIMS system for the management of a research laboratory,** in **accordanc**e with the Economic Operator's Offer attached as Appendix 1.

#  2.

# PRICE OF THE SUBJECT OF THE CONTRACT

1. In accordance with the Tender (Appendix 1), the Contracting Authority will pay for the execution of the subject of the Contract the total amount:

Net value: PLN ………….

the amount of VAT: PLN ………..

gross value: PLN ………….

in words: ……………………………………………………………………………………………

1. The agreed value of the subject of the Contract as defined in Section 1 includes all costs connected with the execution of the order, i.e. the price of the goods, VAT, customs fees, costs of packaging, transport, bringing, unloading, assembly, installation, commissioning, training of personnel, insurance, costs connected with the provision of a full service (travel costs, costs of arranging all customs formalities related to the importation of spare parts, courier mailing costs, labour costs, materials, etc.) and possible costs of a customs agency service.

#  3.

# DELIVERY DATE AND CONDITIONS

1. Delivery of the software together with a document confirming the granting of the Licence shall take place **within no longer than ..... working days from the conclusion of the contract.**
2. For Software that is available in electronic version, the delivery or implementation will be carried out digitally
3. For Software available on physical media, the Economic Operator shall deliver to: Medical University of Bialystok Informatics Unit ul. Adama Mickiewicza 2C 15-222 Bialystok, on a working day (Monday to Friday) from8:00 am to14:00 pm. Until the delivery of the subject matter of the Contract to the Contracting Authority and confirmation of its receipt by the Protocol referred to below, the risk of possible damage or loss shall be borne exclusively by the Economic Operator, in particular in the event of delivery of the subject matter of the Contract by courier.
4. The Ordering Party shall perform acceptance of the subject matter of the Contract, which shall be confirmed by signing the acceptance protocol (Appendix No. 2 to the Contract), or shall notify reservations justifying refusal to perform acceptance of the subject matter of the Contract. In the case of Software available in electronic version, the Ordering Party shall send a unilaterally signed Acceptance Protocol to the Economic Operator by e-mail to the address indicated in § 9, section 1, item 1 of the Contract within 3 business days of the delivery date referred to in section 2.
5. No other substitute document, in particular a consignment note, shall constitute confirmation of receipt of the subject matter of the Contract.
6. Failure to provide the documentation described in the Description of the Object of Contract for the subject of the contract to be supplied will result in the Contracting Authority having the right to refuse to accept the subject of the contract. In such a case, the Contract completion date will be postponed to a later date through the fault of the Economic Operator. The Economic Operator will agree a new completion date with the Contracting Authority - if applicable.

#  4

# SCOPE OF THE LICENCE

* + - 1. The Economic Operator declares that it is authorised and has the necessary qualifications to fully perform the subject matter of the Contract.
			2. The Economic Operator declares that the Software is free of physical and legal defects.
			3. Under the Licence, the Contracting Authority is entitled to use the Software in accordance with the Licence.
			4. The Contracting Authority shall not be entitled to transfer the Software to third parties or to grant further sub-licences to the Software.
			5. Third parties shall not be deemed to be persons in an employment relationship with the Ordering Party or performing work on any other basis, including on the basis of a contract to perform a specific task, a contract of mandate or any other contract for the provision of services, as well as persons pursuing higher education, including postgraduate and doctoral studies at the Ordering Party's unit, if such persons use the Software installed on computers under the sole control of the Ordering Party and the Software is used for the purposes or needs of the Ordering Party.

# § 5

 The Economic Operator represents and warrants that the Ordering Party, as part of the remuneration indicated in § 2 para. 1 of the Contract, obtains the right to use the Software and to update the Software on the basis of the Licence:

1. non-exclusive,
2. extending over the entire territory of the Republic of Poland,
3. granted by the manufacturer of the Software or an entity authorised by the latter,
4. for the period of time specified in the Contract in the case of the Software, and in the case of a licence for Software updates for the period of time for which the Contracting Authority is entitled to use the Software, the terms of which the manufacturer or an entity authorised by the manufacturer has included with the Software and Software updates in the following fields of exploitation:
5. use for all functionalities in accordance with the manufacturer's standard licence conditions,
6. input and storage on computer workstations and servers, playback, fixation, transmission, storage, display and use,
7. installation and uninstallation, provided that the number of Licences granted is maintained,
8. making a backup copy (safety copy),
9. publication and display on the Internet and other media, and making it available to the public in such a way that anyone can access it for use where and when they choose,
10. to use the products resulting from the use of the Software, in particular data, reports, lists and other documents created as part of such use, and to modify and further use these products.
11. The licences referred to in the Contract shall be granted on the Software manufacturer's standard terms and conditions, unless the Contract provides otherwise, and in particular such terms and conditions shall not conflict with the provisions of this Section and the Description of the Object of Contract.
12. The Economic Operator represents and warrants that it has obtained the consent of the manufacturer of the Software or an entity authorised by the manufacturer to use the Software and to update the Software under the terms of the Contract, and to the extent necessary for its performance, including the transmission of documents containing the terms of the Licence.
13. The Economic Operator represents and warrants that the Software Licences and Software Updates will not be terminated except in the event of a material breach by the Ordering Party of the terms of the Licences. In the event of termination of the Licence despite the absence of a material breach of the Licence terms by the Ordering Party, the Economic Operator shall be liable for the resulting damage and, within the framework of the remuneration referred to in § 2.1 of the Contract, shall provide appropriate Licences corresponding to the terms contained in the Contract.
14. The Contracting Authority shall acquire the entitlement to the Licence to use the Software upon its acceptance by the Contracting Authority in accordance with § 3 (4) of the Contract.
15. The Licence for the use of a Software Update shall be granted to the Contracting Authority no later than at the time the Software Update is installed.
16. Ownership of the media on which the Software or a Software update has been recorded shall pass to the Customer upon handover.
17. If the Ordering Party notifies the Economic Operator of any third party claims made against the Ordering Party in relation to the use of the Software or Software updates, including those alleging infringement of intellectual property rights, the Economic Operator shall take all steps to resolve the dispute and shall be obliged to remedy any damage for which the Ordering Party may become liable, or which the Ordering Party may be required to remedy, and shall bear all costs in connection therewith, including the costs of legal representation from the time the claim is made and the costs of damages. In the event that the Contracting Authority pays any amount in satisfaction of a third party's claim, the Contracting Authority shall have a recourse claim against the Economic Operator.
18. The use of documentation relating to the Software shall be on a Software-specific basis.
19. The Economic Operator's licensing of the documentation will take place upon its release to the Contracting Authority.
20. The Economic Operator undertakes and warrants that the persons entitled by virtue of the moral copyrights in the works, delivered or performed under the Contract, shall not exercise these rights against the Contracting Authority, third parties acting on behalf of the Contracting Authority.

# § 6

# PAYMENT TERMS

1. The Economic Operator's invoice shall be issued on the basis of the Contracting Authority's acceptance of the subject matter of the Contract and the signing of an unqualified acceptance protocol (appendix no. 2 to the Contract).
2. The Contracting Authority will pay for the subject matter of the Contract within 30 days of receipt of a correctly issued invoice.
3. The delivery of the invoice can be done by email to: efaktura@umb.edu.pl in PDF format. The Contracting Authority undertakes to inform the Economic Operator of any change of this address.
4. Sending an invoice electronically excludes the possibility of issuing it on paper. Sending an electronic invoice shall not, however, release the Economic Operator from the obligation to deliver the original signed Acceptance Protocol to the Ordering Party at the address indicated in Section 3.1.
5. The Economic Operator is obliged to write in the body of the invoice:
6. Contract number:
7. The person authorised to sign the Acceptance Protocol on the Contracting Authority's side shall be the person indicated in § 9 ( 1 ) ( 1) of the Contract.
8. An invoice that does not comply with the provisions of the Contract will not be accepted by the Contracting Authority or will be sent back to the Economic Operator, without acceptance, for correction.
9. All prices specified by the Economic Operator are fixed for the term of the Contract and will not be subject to change.
10. Payment will be made by VAT invoice within 30 days of delivery of the goods and receipt of the invoice. Payment will be made by bank transfer to the **Economic Operator**'s bank **account...............................................**
11. The payment date of the remuneration is the date of encumbrance of the Contracting Authority's account.
12. The Economic Operator declares that:

- at the date of conclusion of the Contract **is/is not registered\*** for VAT purposes as an “active VAT taxpayer”,

- the bank account indicated in the Contract is notified to the tax authority and disclosed in the “List of entities registered as VAT taxpayers, registered and deleted from and restored to the VAT register” and maintained by the Head of the National Fiscal Information – hereinafter referred to as the “white book,” which the Economic Operator confirms in the form of a printout from the list of VAT taxpayers from the “white book.” The printout is attached to this Contract.

1. In the event of a change of status from the existing status to a different status, the Economic Operator undertakes to inform the Contracting Authority in writing of this within 7 days of the change.
2. In the event of a change to the bank account indicated in the Contract, the Economic Operator shall inform the Contracting Authority of the above within 7 days of the change in writing. An amendment to the Contract on this subject requires an Appendix to the Contract.
3. The parties to the Contract stipulate that in the event of a change of bank account by the Economic Operator, until the new bank account is made visible in the “white book,” the payment time limit specified in the Contract shall be postponed until the date on which the new bank account is made visible in the "white book" and the Contracting Authority is notified thereof, without the possibility of charging interest for delay or making any other claims against the Contracting Authority.
4. The Parties agree to issue and deliver in electronic form, in PDF format: invoices, correction invoices and duplicate invoices, pursuant to Article 106n of the Act of 11 March 2004 on Goods and Services Tax (i.e. Journal of Laws of 2020, item 106).

#  7

# CONTRACTUAL PENALTIES

1. In the event of failure to meet the delivery deadline specified in § 3(1) of the Contract, the Contracting Authority shall charge the Economic Operator a contractual penalty of 0.2% of the net value specified in § 2(1) of the Contract (in respect of the package) for each commenced day of delay.
2. In the event of a delay in the delivery of the subject matter of the Contract of more than 14 calendar days with respect to the deadline specified in § 3 item 1 of the Contract (excluding the situation when the Economic Operator fails to gain access to the STC) The Ordering Party reserves the right to terminate the Contract (as regards the package) due to the fault of the Economic Operator and charge him with a contractual penalty amounting to 10% of the net value of the Contract specified in § 2 item 1 (as regards the package).
3. If the Economic Operator is charged with the contractual penalty referred to in Section 2, the Contracting Authority shall not charge the Economic Operator with the contractual penalties referred to in Section 1 respectively.
4. The Economic Operator shall pay the Ordering Party a contractual penalty for delay in removing the defects reported under the warranty in the amount of 0.2% of the net value specified in § 2 item 1 of the Contract with regard to the package (excluding the situation in which the Economic Operator does not gain access to the STC) for each day of delay calculated from the day set for removing the defects.
5. The total amount of contractual penalties charged by the Parties under the Contract may not exceed 20% of the total net remuneration indicated in § 2(1) of the Contract (within the scope of the package to which the penalty relates).
6. The parties shall be entitled to claim damages in excess of the stipulated contractual penalties.
7. The Contracting Authority shall be entitled to deduct the contractual penalties specified in the Contract from the Economic Operator's remuneration.

#  8

# Dispute settlement

1. Any disputes arising from the Contract will be resolved by the Parties on a mutually negotiated basis.
2. If the parties fail to reach a compromise, then disputes shall be dealt with by the court having jurisdiction over the registered office of the Contracting Authority.

#  9

# PARTIES' REPRESENTATIVES

1. The contact details of the Parties for the making and receipt of notifications, letters and representations in connection with the execution of the Contract are agreed as follows:
2. on behalf of the CONTRACTING AUTHORITY:

Jarosław Ogonowski, +48857485546, jaroslaw.ogonowski@umb.edu.pl

Dariusz Kisiel, +48856865335, dariusz.kisiel@umb.edu.pl

Piotr Zadykowicz, +48856865175 piotr.zadykowicz@umb.edu.pl

1. on behalf of the ECONOMIC OPERATOR ...................... (name of designated employee or name of designated organisational unit), phone: e-mail address; ............@..................,
2. A change to the data referred to in Section 1 shall not require an amendment to the Contract in the form of an Appendix. For an effective change to the data indicated in Section 1, it shall be sufficient to send the notification to the other Party in writing, signed by a person authorised to represent the Party making the change.

#  10

# CONFIDENTIALITY CLAUSE

* + - 1. The Parties agree that the Party which receives certain information from the other Party for the purpose of or in connection with the performance of the Contract is the recipient of that information (hereinafter Recipient) and the Party which discloses such information is the discloser of that information (hereinafter Discloser).
			2. Confidential Information, subject to Section 5, shall mean any information or material communicated or disclosed by one Party to the other Party in any form (whether written, oral or otherwise) subject to an obligation of confidentiality.
			3. Whenever confidentiality or secrecy is referred to in this Section, it shall also mean secrecy and secrecy respectively.
			4. Reservation of the confidentiality obligation must be made in writing.
			5. Information which, at the time of disclosure to the Recipient, was already known to the public, and information which, after disclosure to the Recipient, became known to the public for reasons beyond the control of the Recipient, shall not be deemed to be confidential information.
			6. The Parties undertake and confirm that any Confidential Information disclosed by the other Party will be kept in complete secrecy and confidentiality, will be used and exploited solely for the purpose of the performance of the Contract, and will not be communicated or disclosed to any third party - with the exception of employees, associates of the Parties and other persons used by the Parties on the occasion of and to the extent necessary for the performance of the Contract, except with the written consent of the other Party.
			7. At the same time, the parties confirm that each of them will be released from the obligation of confidentiality in the event that they are obliged to provide certain information to the authorities authorised to do so under mandatory legal provisions. The Parties agree at the same time that the Recipient to whom the authorised body requests the transmission or disclosure of information restricted as confidential by the Discloser shall promptly inform the Discloser of the request for transmission of the information received and shall make such transmission only to the extent of the request received.
			8. Each Party undertakes to maintain the confidentiality of the other Party's confidential information during and after the termination of the Contract, unless otherwise required by mandatory legal provisions.
			9. Collaborators will be informed of the need to keep confidential information confidential.
			10. The parties are responsible to each other for compliance with the confidentiality rules by the collaborators as for their own acts and omissions.
			11. The recipient is obliged to:
1. to take the utmost care to protect confidential information from illegal dissemination,
2. promptly inform the Discloser of any breach of the obligation to keep confidential the confidential information received.
	* + 1. The parties undertake to comply with the provisions of the Act of 16.04.1993 on Combating Unfair Competition (i.e. Journal of Laws 2022, item 1233 as amended) with regard to the preservation of business secrets.
			2. In the event of the collection or storage of the other Party's confidential information on servers or computers, each Party undertakes to safeguard such information in accordance with applicable law.
			3. In the event of a breach by the Recipient of the provisions of this Section, the Discloser shall have the right to claim damages on general principles.

#  11

# CONTRACT AMENDMENT AND WITHDRAWAL

* + 1. Amendments to the provisions of the Contract in relation to the contents of the offer on the basis of which the Economic Operator was selected shall be prohibited, with the exception of the grounds provided for in Article 455 of the PPL Act and the following cases:
1. The Parties shall allow for an amendment to the Contract consisting in the performance of the subject of the Contract with the application of other technical or technological solutions than those indicated in the Economic Operator's Offer in the event that the application of the provided solutions would pose a risk of non-performance or faulty performance of the subject of the Contract.
2. The parties allow for an amendment to the Contract consisting in a change to the gross remuneration due to the Economic Operator in the event of a statutory change to the VAT rate. The change will take place in relation to all or part of the contract affected by the changed VAT rate - with the proviso that the net value specified in the Contract is not subject to change. If the Parties agree that there are premises justifying a change in the gross remuneration payable to the Economic Operator due to a change in the VAT rate, the Contracting Authority shall prepare an Appendix to the Contract.
3. The parties shall allow for amendments to the Contract resulting from the need to take account of mandatory legal provisions to the extent that they affect the performance of the Contract. In such a case, the Party that draws attention to the need to amend the Contract shall immediately notify the other Party of the change in the provisions affecting the performance of the Contract and submit a proposal to amend the Contract. If the Parties agree that there are grounds for amending the Contract, the Contracting Authority will prepare an Appendix to the Contract.
4. An amendment to the Contract is also permissible if:

 (a) regulations have changed which affect the rights and obligations of the Parties,

 (b) there is a need to postpone the date of execution of the Contract for reasons attributable to the Contracting Authority,

(c) there is a change in or withdrawal of a product from sale; the Economic Operator shall then immediately inform the Contracting Authority of this change and propose an equivalent product, which must be accepted by the Contracting Authority.

1. In the event of any obstacle to the Economic Operator's performance of the Contract, the Economic Operator shall immediately notify the Contracting Authority of the obstacle. In such a situation, the Parties shall agree on the course of further procedure and possible new terms and conditions for the performance of the Contract (within the limits set by the provisions of the Contract and provisions of the Public Procurement Law).

# § 12

1. The Contracting Authority shall have the right to withdraw from the Contract in the following cases:

1) within 30 days of becoming aware of the occurrence of a material change of circumstances resulting in the performance of the Contract not being in the public interest, which could not have been foreseen at the time of concluding the Contract, or further performance of the Contract may jeopardise the essential interests of state security or public safety;

2) if one or more of the following circumstances apply:

1. the Contract was amended in breach of Articles 454 and 455 of the Public Procurement Law,
2. the Economic Operator, at the time of conclusion of the Contract, was subject to exclusion pursuant to Article 108 of the Public Procurement Law,
3. The Court of Justice of the European Union found, in the framework of the procedure provided for in article 258 Of the Treaty on the Functioning of the European Union, that the Republic of Poland had failed to fulfil its obligations under the Treaties, directive 2014/24/EU, directive 2014/25/EU and directive 2009/81/EC, on the grounds that the Contracting Authority has awarded the Contract in breach of European Union law.

2. In the case referred to in section 1 point 2 let. a, the Contracting Authority shall withdraw from the Contract in the part affected by the amendment.

3. In the case referred to in section 1, the Economic Operator may claim only the remuneration due for the performance of a part of the Contract.

# § 13

# Force Majeure

1. Neither Contract Party shall be liable for any failure to perform or improper performance of its obligations under the Contract caused by circumstances treated as Force Majeure. Force Majeure shall be understood as events beyond the control of either Party, which they could not have foreseen or prevented, and which disrupt or prevent the performance of the Contract. Catastrophic phenomena caused by natural forces, e.g. floods, hurricanes, earthquakes, forest fires, are considered to be manifestations of force majeure. Also considered as force majeure are acts of war, violent riots, strikes and acts of public authority to which one must submit, the SARS-CoV-2 coronavirus pandemic causing COVID-19 disease and the special administrative measures associated with it.

2. In the event of Force Majeure, the Party to whom such circumstance prevents or impedes the proper performance of its obligations shall immediately, but no later than within 7 days, notify the other Party of such circumstances and their cause.

3. If the Force Majeure, continues uninterrupted for a period of 30 days or more, the Parties may by mutual Contract terminate the Contract, without imposing any further obligations on either Party, in addition to the payments due for the deliveries made.

4. In the event that part of the subject matter of the Contract is carried out, the completed deliveries shall be settled.

5.  In the event of continuation of the Contract, the period of occurrence of the consequences of the Force Majeure shall postpone the delivery date specified in the Contract.

# § 14

# WARRANTY FOR DEFECTS

1. The Economic Operator undertakes to carry out the subject matter of the Contract with due diligence, in accordance with the applicable regulations and its knowledge and experience, maintaining the highest professional level in accordance with the purpose of execution and the intended use of the subject matter of the Contract.
2. The Economic Operator shall be liable to the Contracting Authority for defects in the subject matter of the Contract for a period of 1 year from the date of signing of the protocol of acceptance of the subject matter of the Contract.
3. During the warranty period, the Contracting Authority may demand the removal of the defect, setting an appropriate time limit for this purpose to the Economic Operator, or demand a reduction in the remuneration.
4. If the Economic Operator is given a period of not less than 7 days to rectify a defect in the subject matter of the Contract and this period expires without success, the Contracting Authority shall be entitled to withdraw from the Contract in the part affected by the defect.
5. The rectification of defects under the warranty for defects shall be at the sole cost and risk of the Economic Operator.

# § 15

# PERSONAL DATA

1. In the performance of the subject matter of the Contract, the Economic Operator will not have access to personal data.
2. In the event that the Economic Operator gains access to personal data, it is obliged that the Economic Operator shall notify the Contracting Authority immediately and comply with the legal provisions on their protection, including undertakes to conclude an appropriate Contract on the entrustment of the processing of personal data with the Contracting Authority and, until then, not to process such data.

# § 16

# I. Information on the processing of personal data of natural persons, including natural persons carrying out a business activity who are a Party to the Contract in connection with the conclusion of the Contract with the University or taking steps to conclude the Contract;

Pursuant to Article 13 of Regulation (EU) No 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, “GDPR”) the Medical University of Bialystok informs the contest participants of the following:

1. the Data Administrator of your personal data is the Medical University of Bialystok with its seat at ul. Kilinskiego 1, 15-089 Bialystok, Poland represented by the Rector, e-mail: kancel@umb.edu.pl; tel. 85 7485415,
2. The Data Protection Officer shall be contacted for matters concerning personal data protection: iod@umb.edu.pl; tel. 85 6865215, or through other contact details provided on the University's website, or in writing to the Data Administrator’s registered office address indicated in Section 1,
3. The processing of your personal data is for the purpose of concluding and performing the provisions of the Contract concluded between the Administrator University of Bialystok Medical University, which processes personal data for the purpose of performing the Contract or for the purpose of taking action prior to concluding the Contract, on the basis of Article 6(1)(b) GDPR,
4. The recipients of personal data shall be external entities providing services related to daily operations, providing and supporting IT systems – by virtue of relevant personal data processing entrustment agreements and under the obligation to ensure appropriate technical and organisational data protection measures.
5. The personal data shall be processed for the duration of the Contract and, after its execution, for the period resulting from the University’s archiving regulations,
6. You have the right of access to the content of your data, the right to rectification, restriction of processing, deletion of data, the right to object – under the terms of the GDPR. The legal rights vested can be exercised by contacting the Data Protection Officer.
7. You have the right to lodge a complaint with the President of the Office for Personal Data Protection Office, ul. Stawki 2, 00- 193 Warsaw, where it is reasonable to believe that my personal data is being processed by the Data Administrator in violation of the GDPR,
8. No automated decisions will be taken on the basis of the personal data provided, including no profiling.
9. The provision of personal data is voluntary but necessary for the performance of the Contract.

**II. Information on the processing of personal data of natural persons carrying out business activities who are Parties and contact persons in connection with the execution of the Contract with the University;**

Pursuant to Article 13 of Regulation (EU) No 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, “GDPR”) the Medical University of Bialystok informs the contest participants of the following:

1. the Data Administrator of your personal data is the Medical University of Bialystok with its seat at ul. Kilinskiego 1, 15-089 Bialystok, Poland represented by the Rector, e-mail: kancel@umb.edu.pl; tel. 85 7485415,
2. The Data Protection Officer shall be contacted for matters concerning personal data protection: iod@umb.edu.pl; tel. 85 6865215, or through other contact details provided on the University's website, or in writing to the Data Administrator’s registered office address indicated in Section 1,
3. The processing of your personal data is for the purpose of performing the provisions of the Contract on the basis of Article 6(1)(b) of the GDPR (conclusion of the Contract) and Article 6(1)(f) of the GDPR (legitimate interest of the University, contacting you regarding the performance of the Contract).
4. The recipients of personal data shall be external entities providing services related to daily operations, providing and supporting IT systems – by virtue of relevant personal data processing entrustment agreements and under the obligation to ensure appropriate technical and organisational data protection measures.
5. The personal data shall be processed for the duration of the Contract and, after its execution, for the period resulting from the University’s archiving regulations,
6. You have the right of access to the content of your data, the right to rectification, restriction of processing, deletion of data, the right to object – under the terms of the GDPR. The legal rights vested can be exercised by contacting the Data Protection Officer.
7. You have the right to lodge a complaint with the President of the Office for Personal Data Protection Office, ul. Stawki 2, 00- 193 Warsaw, where it is reasonable to believe that my personal data is being processed by the Data Administrator in violation of the GDPR,
8. No automated decisions will be taken on the basis of the personal data provided, including no profiling.
9. The provision of personal data is voluntary but necessary for the performance of the Contract.

**III. Information on the processing by the Medical University of Bialystok of personal data of representatives, proxies, employees, collaborators, other personnel of the Economic Operator in connection with the performance of the Contract**

Pursuant to Article 14 of Regulation (EU) No 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, “GDPR”) the Medical University of Bialystok informs the contest participants of the following:

1. the Data Administrator of your personal data is the Medical University of Bialystok with its seat at ul. Kilinskiego 1, 15-089 Bialystok, Poland represented by the Rector, e-mail: kancel@umb.edu.pl; tel. 85 7485415,
2. The Data Protection Officer shall be contacted for matters concerning personal data protection: iod@umb.edu.pl; tel. 85 6865215, or through other contact details provided on the University's website, or in writing to the Data Administrator’s registered office address indicated in Section 1,
3. The processing of your personal data is for the purpose of entering into and performing the provisions of a Contract with the Medical University of Bialystok processes personal data on the basis of Article 6(1)(f) of the – legitimate interest in the performance of the Contract and contact for the performance of the Contract,
4. The recipients of personal data shall be external entities providing services related to daily operations, providing and supporting IT systems – by virtue of relevant personal data processing entrustment agreements and under the obligation to ensure appropriate technical and organisational data protection measures.
5. The personal data shall be processed for the duration of the Contract and, after its execution, for the period resulting from the University’s archiving regulations,
6. You have the right of access to the content of your data, the right to rectification, restriction of processing, deletion of data, the right to object – under the terms of the GDPR.
The legal rights vested can be exercised by contacting the Data Protection Officer.
7. You have the right to lodge a complaint with the President of the Office for Personal Data Protection Office, ul. Stawki 2, 00- 193 Warsaw, where it is reasonable to believe that my personal data is being processed by the Data Administrator in violation of the GDPR,
8. No automated decisions will be taken on the basis of the personal data provided, including no profiling.
9. The provision of personal data is voluntary but necessary for the performance of the Contract.
10. The Economic Operator undertakes to familiarise all persons involved in the performance of the Contract whose personal data it has provided to the Contracting Authority with the contents of the relevant information obligation.
11. The Parties undertake to comply with the provisions on personal data protection, in particular 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 referred to as GDPR).

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# FINAL PROVISIONS

1. Matters not covered by the Contract shall be governed by the provisions of the PPL Act, the Civil Code and other provisions of law relevant to the subject matter of the Contract.
2. All changes to the arrangements contained in the Contract must be made in writing in the form of an Appendix on pain of nullity - with the exception of changes for which the Contract provides otherwise.
3. The Contract was drawn up in two identical copies, one for each of the Parties.
4. The following appendices shall constitute an integral part of the Contract.
5. Economic Operator’s offer – Appendix 1
6. Acceptance report - Appendix 2

CONTRACTING AUTHORITY: ECONOMIC OPERATOR:

\* - delete as appropriate

APPENDIX NO. 2 TO THE TOR

ACCEPTANCE PROTOCOL to Contract No. ....................

Executed on …………………………..

Contracting Authority:

Medical University of Bialystok - ul. Jana Kilinskiego 1, 15-089 Bialystok, Poland

on whose behalf acceptance is made:

.........................................................................................................................................

acknowledges receipt of the Software with the License ............ pcs.

1. Software producer.................................................................................................
2. Software name.......................................................................................................
3. Software version………………………………………………………………………………………………..
4. Duration of the Contract……………………………………………………………………………………
5. The Economic Operator has provided documentation on the subject of the Contract .....................
6. The Contracting Authority hereby states that the subject matter of the Contract indicated at the beginning of these minutes is accepted without reservation.
7. REMARKS: …………………………………………………………………………………………..

ON BEHALF OF THE CONTRACTING AUTHORITY: ON BEHALF OF THE ECONOMIC OPERATOR:

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