

**Draft provisions of the contract  
(hereinafter referred to as the "Contract")**

**Template of the Contract No. ....**

drawn up on ..... between:

**University of Wrocław** with the registered office in Wrocław (post code: 50-137) pl. Uniwersytecki 1, tax identification number NIP: PL:896-000-54-08, REGON:000001301 (VAT EU PL 89600 05408),  
represented by:

.....

hereinafter referred to as **the "Ordering Party" or the "Party"**  
and

*(Natural entity)*

Name and surname ..... registered address  
..... operating as an entrepreneur under the name .....  
.....registered address ..... entered into the Central Registration and  
Information on Economic Activity  
NIP..... REGON.....

*(Legal entity)*

Name ..... registered office.....address.....  
registered in the District Court ..... Commercial Division of the  
National Court Register under the KRS number ....., share capital in the  
amount of .....  
NIP: ..... REGON: .....,  
represented by:

.....

hereinafter referred to as **the "Contractor" or "Party"**

hereinafter jointly referred to as the **"Parties"**, hereinafter referred to as the **"Contract"**,  
which reads as follows:

The Contract is concluded as a result of the selection of the Contractor in the public procurement proceedings in the basic mode without negotiations pursuant to Article 275 point 1 et seq. Public Procurement Law Act of 11 September 2019 (consolidated text of Journal of Laws of 2023, item 1605, as amended) – hereinafter referred to as "PPL".

**Delivery of an evaporator for the production of organic layers in UHV as part of IDUB, retrofitting scientific and research equipment research of FAB.** Proceedings no. BZP.2710.50.2023.MG

**§ 1**

1. The subject of the Contract is **the delivery of an evaporator for the production of organic layers in UHV as part of IDUB, retrofitting scientific and research**

**equipment of FAB**, hereinafter also referred to as the "Equipment", along with bringing in.

2. The scope of the subject of this contract has been specified the description of the subject of the contract – **Annex No. 1** to the contract and the Contractor's offer – **Annex No. 2** to this contract, which constitute its integral part.
3. The subject of the contract includes:
  - delivery of the Equipment at the expense and risk of the Contractor to **the place designated by the Ordering Party, i.e.: Pl. Maxa Born 9, 50-204 Wrocław;**
  - unloading and bringing the Equipment to the place indicated by the Ordering Party;
  - providing a complete set of Equipment documentation in paper form in Polish or English;
  - ensuring and providing warranty service and other services under the terms described in § 6 of the Contract.
4. The Contractor declares that the delivered Equipment is new (unused), it was not used for exhibition purposes, it has no physical or legal defects and is not subject to the rights of third parties and is approved for marketing in the territory of the European Union, it meets all applicable legal safety standards of the European Union (CE certificate), and all services arising from the Contract will be performed with the care required, taking into account the professional nature of the activity conducted by the Contractor.
5. The Contractor declares that he is authorized and has the necessary qualifications and capabilities to fully complete the Subject of the contract.
6. The Contractor ensures (at his own expense and risk) that: warranty servicing of the offered subject of the Contract will be provided by an entity authorized by the Equipment manufacturer. Moreover, the Contractor declares that the Equipment delivered to the Ordering Party and the materials used during the performance of all the above-mentioned works will come directly from the manufacturer or from official, legal distribution channels authorized by the manufacturer.
7. The Contractor undertakes to ensure safe internal transport throughout the implementation of the Subject of the Contract. If it is necessary to adapt the type of transport, remove terrain obstacles during transport, assembly and installation of the Subject of the Contract, the Contractor undertakes to perform such activities at its own expense, including restoring roads, corridors and rooms to their original condition.

## **§ 2**

1. The Parties declare that they will cooperate during the performance of the Contract in order to properly implement the Subject of the Contract, in particular, the Contractor undertakes to inform the Ordering Party about the progress of the implementation of the Subject of the Contract, and the Contractor will inform the Ordering Party immediately in writing by e-mail about any difficulties and obstacles occurring in this respect, and in the event of an emergency – also verbally or by telephone, in accordance with the provisions of point 5.
2. The Parties undertake to cooperate in resolving any disputes during the performance of the Contract.
3. Each Party is obliged to notify the other Party of changes to any data that will prevent the proper cooperation between the Parties. In particular, this applies to changes in delivery addresses, telephone numbers, e-mail addresses and bank accounts. Changing contact details does not require the conclusion of an annex to the Contract, but only requires submitting a written notification on the change to the other Party. A change to the above data, in the event of failure to notify about the

- change, may not cause negative consequences for the other Party, in particular correspondence sent to the current address will be considered effectively delivered.
4. The Contractor is obliged to immediately notify the Ordering Party about changes in the legal form of its business activity, the initiation of liquidation or restructuring proceedings and other events that may affect the implementation of the Contract.
  5. The person representing **the Ordering Party** in contacts regarding the implementation of the Contract is **Mrs./Ms** . ..., telephone number ..., email ....
  6. The person representing **the Contractor** in contacts regarding the implementation of the Contract is **Mr. / Mrs.** ..., telephone number ..., email ...
  7. The Parties have the right to change the persons referred to in points 5 – 6.
  8. Changes of persons referred to in points 5 – 6, shall be made by notifying the other Party in writing at least 5 days before the change is made, along with providing the name and surname, business telephone number and business e-mail address of the person replacing one of the persons referred to in points 5 – 6.
  9. Change of persons referred to in points 5-6 does not require the conclusion of an annex to the Contract.

### § 3

1. For the Subject of the contract specified in § 1, the Parties agree on the contractual remuneration detailed in the Contractor's offer in the amount of:

net: ..... EURO/USD/PLN\* ,  
plus due VAT ... in the amount of: ..... EURO/USD/PLN\*\* ,  
**total gross remuneration:** ..... EURO/USD/PLN\*\*

\*applies to Contractors from outside Poland – the remuneration value does not include taxes and customs duties.

All bank fees incurred by the Ordering Party's bank shall be covered by the Ordering Party, all bank fees incurred by the Contractor's bank shall be covered by the Contractor. Currency is consistent with the Contractor's Offer constituting Annex No. 2 to the Contract.

\*\* applies to the Contractor from Poland

in compliance with the Contractor's Offer constituting Annex No. 2 to this Contract.

2. Gross remuneration for the Subject of the contract, specified in section 1 above, includes all costs associated with the implementation of the Subject of the Contract, in particular:
  - 1) costs of production or purchase of the Subject of the contract along with its components from the manufacturer, within the meaning of Article 51 of the Civil Code, i.e. all other movable items necessary to use the Subject of the contract in accordance with its intended purpose, if their connection with the subject of the Contract corresponds to this purpose,
  - 2) costs of delivery, transport, insurance, and bringing in the Subject of the contract.
  - 3) license and copyright fees, customs fees,
  - 4) provision of warranty services to the extent specified in the Contract and, unless the provisions of the Contract provide otherwise, in the provisions of Article 577 et seq. of the Civil Code,
3. The net amount specified in section 1 shall not change.
4. The Ordering Party does not provide for advance payments.

#### **§ 4**

1. The Ordering Party undertakes to pay the Contractor gross remuneration for the Subject of the Contract, referred to in §3 section 1 by bank transfer within **30 days** from the date of the receipt of a correctly issued invoice to the Contractor's bank account .....confirmed on the invoice.
2. For the date of payment of the Contractor's remuneration referred to in § 3 section 1 the Parties consider the date of debiting the Ordering Party's bank account.
3. The basis for issuing an invoice by the Contractor is a protocol signed by the parties without reservations (**Annex No. 3 to the contract**), approved by an authorized representative of the Ordering Party.
4. The Ordering Party reserves the right to pay the remuneration due for the implementation of the contract under the split payment mechanism provided for in the VAT Tax Act.
5. The Contractor declares that the bank account indicated in the Contract and confirmed in the invoice:
  - 1) is an account enabling payment under the split payment mechanism referred to in section 4 above and
  - 2) is an account included in the electronic list of entities kept since 1 September 2019 by the Head of the National Tax Administration, referred to in the VAT Tax Act.
6. If the Contractor's bank account does not meet the conditions specified in section 5 above, a delay in making the payment within the time specified in the Contract, resulting from the Ordering Party's inability to pay the remuneration using the split payment mechanism or to make payments to the account included in the List, does not constitute a basis for the Contractor to demand any interest or other compensation from the Ordering Party.
7. The Contractor may not transfer the receivables arising from this contract to a third party without the written consent of the Ordering Party.
8. The Contractor may not entrust the rights and obligations arising from the contract to third parties without the written consent of the Ordering Party.
9. In accordance with the Act of 9 November 2018 on electronic invoicing in public procurement, concessions for construction works or services and public-private partnership, the Contractor may submit a structured electronic invoice using the electronic invoicing platform. The Ordering Party's account number (NIP) is available on the platform.
10. The Contractor undertakes to include the data and address of the Ordering Party on the invoice and settlement documents:

Data and address of the Ordering Party:  
Uniwersytet Wrocławski  
Pl. Uniwersytecki 1  
50-137 Wrocław  
Contract registration number assigned by the Ordering Party.
11. Invoices issued incorrectly, prematurely or unjustifiably do not result in any payment obligation for the Ordering Party.
12. In the event of late payment of invoices, the Contractor has the right to charge interest at the statutory rate.

#### **§ 5**

1. The delivery date of the subject of the contract is set **within 4 months from the date of conclusion of this Contract.**

2. The handover of the subject of the Contract will be preceded by the verification of the correct operation of the device, which will be carried out by the representatives of the Contractor and the Ordering Party. The place of verification and correct operation of the device is: **the place designated by the Ordering Party, i.e.: Pl. Maxa Borna 9, 50-204 Wrocław.**
3. In the course of the acceptance activities carried out by the Ordering Party in the presence of the Contractor's representatives, the Ordering Party will check the completeness and correct operation of the subject of the contract, its compliance with the ToR, the offer and the contract, the technical efficiency of the elements of the subject of the contract and the possession of all required functionalities and the compliance of the number placed on the subject of the contract with the information in the warranty card.
4. During the acceptance procedure, the Contractor will present how the subject of the contract is used.
5. During the acceptance of the subject of the Contract, the Contractor is obliged to provide the Ordering Party with the following documentation:
  - a) user manual for the subject of the contract and service documentation in Polish or English for all devices offered,
  - b) a warranty card for the subject of the contract or other documents confirming the warranty and the necessary data enabling servicing of the subject of the contract, after the expiry of the warranty period, also enabling entities other than the Contractor to provide servicing to the subject of the Contract;
  - c) software user manual and documents confirming the software license, the necessary number of licenses (licenses to use the software must be irrevocable and issued for an indefinite period)
  - d) certificates in Polish or English for all devices covered by the contract, as well as other documents required by generally applicable law and/or required by the Ordering Party, including the CE certificate.
6. The Ordering Party agrees that the documents listed in section 5 may be provided in an electronic version or the Contractor may provide a link/address of websites where the required documents will be available.
7. Delivery will take place after prior notification – the notification shall be provided no later than 24 hours before the delivery. The acceptance will take place according to a protocol with the participation of persons authorized by the Parties.
8. The delivery and acceptance protocol will specify in particular:
  - a) date of technical acceptance,
  - b) device brand,
  - c) device model number,
  - d) scope of staff training,
  - e) other provisions.
9. In the event of refusal to accept the subject of the Contract, in particular due to defects, the delivery and acceptance protocol will not be prepared and the Ordering Party shall provide the Contractor with a signed declaration indicating the reservations. The Ordering Party may set an additional deadline for the Contractor to deliver the subject of the Contract free from defects, without the Ordering Party incurring any additional costs due to this fact. The acceptance of the subject of the Contract in accordance with the provisions of the Contract does not release the Contractor from claims under guarantee or quality warranty.
10. The person authorized to sign the delivery and acceptance protocol on behalf of **the Ordering Party** is:  
....., tel. +48 ....., email: .....

11. The date of handover is the day on which the delivered subject of the Contract is handed over, installed and put into operation by the Contractor and the training of persons indicated by the Ordering Party is carried out. The ownership right to the Equipment passes to the Ordering Party when the parties sign the Delivery and Acceptance Protocol without any reservations.
12. Until the subject of the Contract is accepted without any reservations and the acceptance protocol is signed by the Ordering Party, all risks associated with the subject of the Contract, in particular the risk of loss and damage to the subject of the contract, shall be the Contractor's risks.

## §6

1. The Contractor provides the Ordering Party with a warranty for the subject of the Contract for the period of ..... **months in accordance with the content of the Contractor's offer** under the conditions specified in the Contract and, unless the provisions of the Contract provide otherwise, in the provisions of Article 577 et seq. of the Civil Code. Liability under the quality warranty covers both defects resulting from reasons inherent in the subject of the contract at the time of acceptance by the Ordering Party, as well as any other physical defects arising from reasons for which the Contractor is responsible, provided that these defects are revealed within the validity period of the warranty. The warranty covers the replacement of all non-wearable parts as well as the work and travel of the service staff.
2. The warranty period begins on the day the Parties sign the delivery and acceptance protocol (Annex No. 3).
3. The Ordering Party is entitled to report defects and other damage to the subject of the Contract **by e-mail to the e-mail address:** .....
4. The response time to a fault reported – the service technician's arrival at the end user's premises or making a remote diagnostic connection via a computer network in order to immediately remove the fault – will take place within no more than 72 hours from reporting the fault.
5. The warranty repair will be performed within no longer than 21 days from the date of notification (by e-mail) referred to in section 3. In the event of damage that requires sending the defective element of the subject of the Contract to the manufacturer's premises or requires obtaining an element/subassembly of the Subject of the Contract from outside a country belonging to the European Union, warranty repair will be performed within the period specified by the Parties.
6. If, for technical reasons, the warranty service cannot be performed at the Ordering Party's premises, the Contractor will, at its own expense, collect and, after the service has been completed, deliver the serviced Subject /element of the Subject of the Contract to the Ordering Party's premises.
7. The warranty is automatically extended by the repair period.
8. The number of warranty repairs authorizing the replacement of an element constituting the Subject of the Contract with a new one is 2 repairs of the same element.
9. If the Contractor, after being requested to replace the subject of the Contract/element of the subject of the Contract or to remove defects, fails to fulfil the obligation to replace the subject of the Contract/element of the subject of the Contract with a defect-free subject of the Contract/element of the subject of the Contract or to remove the defects by means of repair within the time limit agreed by the Parties in accordance with section 5 above, the Ordering Party is entitled to remove defects by repair at the Contractor's risk and expense, while maintaining other rights to which the Ordering Party is entitled under the Contract.

10. The Ordering Party will lose the warranty rights as a result of incorrect operation or repairs carried out by unauthorized persons, subject to point 9 above.
11. In order to keep the Equipment in full working order, the Contractor, under the warranty, guarantees annual inspections and maintenance in the form adopted by the manufacturer and a complete inspection of the Equipment – the last inspection must take place one month before the warranty expires.

## **§ 7**

1. The Contractor is liable under the guarantee for a period of **24 months**.
2. The period of the Contractor's liability under the guarantee begins on the day the warranty period begins.
3. If the Ordering Party is forced to hand over any part of the subject of the Contract to a third party, the Contractor is obliged to return the entire remuneration received, referred to in § 3 section 1 of this Contract, notwithstanding other provisions of this Contract.
4. The Contractor may not refuse to remove defects at the Contractor's own expense, regardless of the amount.
5. The Contractor undertakes to fulfil all claims for improper performance of the subject of the Contract.
6. The guarantee and warranty granted do not violate the Ordering Party's right to pursue claims for compensation for damage in full amount on the terms set out in the Civil Code.
7. The Contractor may not transfer the rights and obligations arising from the guarantee for defects to third parties without the consent of the Ordering Party expressed in writing under pain of nullity.

## **§ 8**

1. The Parties agree that, in accordance with the content of the offer submitted, the subject of the contract will be implemented by the Contractor on the Contractor's own/part of the Contract that includes:.....<sup>1</sup> will be performed by the Contractor with the support of a Subcontractor.
2. The Contractor is responsible for all actions and omissions of subcontractors engaged in the performance of part of the Contract as for the Contractor's own actions and omissions.
3. The Contractor declares that in the case of implementing the subject of the Contract with the support of a Subcontractor, the subcontracting contract will not contain provisions determining the rights and obligations of the subcontractor, in terms of contractual penalties and provisions regarding the terms of payment of remuneration, in a way that is less favourable than the rights and obligations of the Contractor, determined by the provisions of the Contract concluded between the Ordering Party and the Contractor.
4. If the change or resignation from the subcontractor concerns the entity whose resources the Contractor relied on, in accordance with the principles set out in Article 118 section 1 of the PPL, in order to demonstrate compliance with the conditions for participation in the procedure, the Contractor is obliged to demonstrate to the Ordering Party that the proposed other subcontractor or the Contractor independently meets them to an extent not less than the subcontractor whose resources the contractor relied on during the contract award procedure.

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<sup>1</sup>Delete if not applicable

## **§ 9**

1. In the event of non-performance or improper performance of the Contract, the Ordering Party has the right to charge the following contractual penalties:
  - 1) In the event of a delay in delivering the subject of the Contract beyond the deadline specified in § 5 section 1, the Contractor will be charged a contractual penalty in the amount of 0.01% of the gross remuneration indicated in §3 section 1 for each day of delay. If the delay lasts longer than 30 days, the Ordering Party has the right to withdraw from the Contract for reasons attributable to the Contractor;
  - 2) If the Contractor fails to meet the agreed deadline for providing warranty services, in particular in the case of delay in repairing the subject of the Contract or repairing/replacing any part thereof, the Contractor will be charged with contractual penalties by the Ordering Party in the amount of 0.01% of the gross remuneration indicated in § 3 section 1 of the Contract for each day of delay. If the delay lasts longer than 30 days, the Ordering Party has the right to withdraw from the Contract for reasons attributable to the Contractor;
  - 3) If the Ordering Party withdraws from the Contract for reasons attributable to the Contractor, the Contractor will pay the Ordering Party a contractual penalty in the amount of 10% of the gross remuneration indicated in § 3 section 1 of the Contract;
  - 4) If the Contractor withdraws from the Contract due to circumstances for which the Contractor is responsible, the Contractor will be charged a penalty of 10% of the gross remuneration indicated in § 3 point 1 of the Contract;
  - ~~5) Due to the lack of extension of the proper performance bond, confirming the extension of the proper performance bond, within the period referred to in § 13 section 10 of the Contract — in the amount of 0.5% of the gross remuneration indicated in § 3 point 1 of the Contract for each day of lack of the performance bond.~~
2. The maximum amount of contractual penalties that the Ordering Party may claim may not exceed 20% of the gross remuneration specified in § 3 section 1 of the Contract.
3. If the Ordering Party fails to make the payment within the agreed deadline, the Contractor has the right to demand the payment of interest for the delay at the statutory rates.
4. The Parties agree that the contractual penalty will be paid on the basis of an accounting note issued by the Ordering Party, which the Contractor is obliged to pay within 14 days from the date of its receipt, to the account indicated in the accounting note. In case of failure to pay the above-mentioned amounts specified in the accounting note on time, the Ordering Party reserves the right to deduct the accrued contractual penalties from the Contractor's receivables for executing the subject of the Contract, taking into account the provisions of the Civil Code. ~~or from the proper performance bond.~~
5. If the contractual penalty does not cover the damage actually suffered, the Ordering Party reserves the right to seek additional compensation on general terms up to the amount of the damage actually suffered.

## **§ 10**

1. In addition to the cases listed in the Civil Code, the Public Procurement Law and the cases listed in the previous paragraphs of this Contract, the Ordering Party has the right to withdraw from the Contract within 10 days from the date on which the



deadline set in the written request to remove the violations expired ineffectively (the deadline set for removing the violations may not be shorter than 5 calendar days) if the Contractor breaches the provisions of this Contract, in particular:

- 1) if the Contractor performs the duties improperly and despite the request referred to in section 1, there has been no improvement in the performance of these duties,
  - 2) if the Contractor, despite charging the contractual penalty referred to in § 9 point 1, does not properly fulfil the duties,
  - 3) if the Contractor fails to implement this Contract for unjustified reasons, in particular:
    - a) when the delay in the delivery date specified in § 5 section 1 of the Contract lasts longer than 30 days;
    - b) when the delay in removing defects within the warranty period specified in § 6 section 5 of the Contract lasts longer than 30 days
  - 4) when the amount of contractual penalties exceeds 20% of the gross remuneration specified in § 3 section 1 of the Contract.
2. In the cases referred to in section 1, the Contractor may only demand remuneration due for the performance of a part of the Contract.
  3. Withdrawal from the contract shall be made in writing under pain of nullity.
  4. Withdrawal from the Contract by the Ordering Party, regardless of the basis for withdrawal, does not result in the loss of the validity of the Contract in terms of the Contractor's liability and contractual penalties provided for in the Contract, which were accrued until the date of withdrawal from the Contract or which were provided for in the event of withdrawal from the Contract.
  5. The Parties acknowledge that withdrawal from the Contract has effect in relation to the part of the Contract not performed by the Contractor, which means that the Contract will remain in force between the Parties in the scope of activities performed by the Contractor until the moment of withdrawal from the Contract.
  6. In the event of withdrawal from the Contract, the provisions of this Contract regarding the warranty period and guarantee for defects apply to deliveries that were made until the date of withdrawal from the Contract and accepted by the Ordering Party.

## **§ 11**

1. The Parties are not liable for non-performance or improper performance of obligations arising from the Contract if such non-performance or improper performance was caused by Force Majeure.
2. The performance deadline will be suspended for the duration of force majeure and will continue after its cessation.
3. Force majeure is understood as an event beyond the control of the Party, occurring after signing the Contract, unforeseeable, extraordinary, preventing or hindering the performance of the obligations by one of the Parties. The term force majeure means external circumstances which, despite the exercise of due diligence and taking all actions within the normal scope, cannot be foreseen by the Parties and which the Parties cannot prevent or oppose in an effective manner, in particular: war, including: civil war, riots, riots and acts of sabotage; terrorist attack, hostilities on the territory of countries neighbouring Poland, natural disasters such as strong storms, hurricanes, earthquakes, floods, destruction by lightning and epidemics, pandemics, explosions, fire, destruction of machines or all types of installations, new legal acts or administrative decisions affecting the implementation of the subject of the contract.

4. In the event of Force Majeure, the Party affected by Force Majeure is obliged to immediately notify the other Party in writing about the occurrence and causes of Force Majeure. If the implementation of the obligations of the Contractor or the Ordering Party under the Contract is delayed due to the occurrence of Force Majeure, the implementation deadlines set in the Contract may be extended by a reasonable period, with the written consent of the Parties. Neither Party will be liable for the failure to perform or for the delay in the performance of the obligations under the Contract due to the occurrence of Force Majeure. Failure to fulfil obligations by the Party affected by Force Majeure releases the other Party from its mutual obligations for the duration of the obstacle.

## **§ 12**

1. The Ordering Party allows for introducing changes to the Contract in relation to the content of the offer on the basis of which the Contractor was selected and specifies the conditions for these changes by allowing the possibility of changing the Contract in the form of a written annex regarding, in particular:
  - 1) changing the order completion date in the following situations:
    - a) when the need for a change is caused by the occurrence of circumstances beyond the Contractor's fault, which could not have been predicted with due diligence at the time of concluding the Contract, and which prevent the proper performance of the subject of the Contract within the deadlines specified in the Contract, in particular as a result of the occurrence of Force Majeure referred to in § 11 of the Contract,
    - b) for reasons attributable to the Ordering Party,
  - 2) changes resulting from amendments of generally applicable legal provisions to the extent affecting the implementation of the subject of the Contract,
  - 3) resignation from the Subcontractor or change of the Subcontractor, however, if the change or resignation from the Subcontractor concerns the entity whose resources the Contractor relied on, in accordance with the principles set out in Article 118 section 1 of the Public Procurement Law, in order to demonstrate compliance with the conditions for participation in the procedure, the Contractor is obliged to demonstrate to the Ordering Party that another, proposed Subcontractor or Contractor on its own meets them to an extent no less than the Subcontractor whose resources the Contractor referred to during the contract award procedure. The provision of Article 122 of the Public Procurement Law shall apply accordingly,
  - 4) changes of the Contractor under the conditions specified in Article 455 section 1 point 2b of the PPL,
  - 5) changes in the quality or other parameters of the subject of the contract (including software) offered in the Offer, however such a change must be caused by:
    - a) unavailability of the Equipment resulting from discontinuation of production or withdrawal from the market;
    - b) the emergence of products with better parameters or products of a newer generation on the market, allowing in particular to save the costs of implementing the subject of the Contract or the costs of operating the subject of the Contract;
  - provided that the changes indicated in points a) – b) above do not result in an increase in the offer price;
  - 6) change of the Contractor's bank account
  - ~~7) change in the form of proper performance bond~~
2. Each Party to the Contract may request the change referred to in section 1 point 1) –

- 7) by submitting a written request justifying the circumstances associated with the occurrence of a change affecting the proper performance of the Contract.
3. Each Party to the Contract may request the submission of additional declarations or documents confirming the impact of the circumstances associated with the change referred to in point 1 above for the proper performance of the Contract.
  4. The Party to the Contract, on the basis of the received application, referred to in section 2 above, within 10 days from the date of its receipt, communicates its position to the other Party. If the Party to the Contract received further declarations or documents, the deadline is counted from the date of their receipt.
  5. The Ordering Party may refuse to introduce the change proposed by the Contractor. The possibility of introducing changes does not constitute an obligation on the part of the Ordering Party to give such consent, nor can it constitute a basis the Contractor's claim to introduce them.
  6. Any amendment to the Contract made in violation of the above rules is invalid.
  7. Updating the Parties' data by changing the name or changing the registered office address does not constitute an amendment to the Contract requiring an annex.

### **§ 13**

1. All personal data obtained by the Parties in connection with this Contract will be processed solely for the purposes of implementing the Contract and will be protected by the Parties against access by unauthorized persons, in accordance with applicable provisions on the protection of personal data – Regulation of the European Parliament and of the Council (EU) 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 95/96/EC (General Data Protection Regulation GDPR).
2. The Parties, as Personal Data Controllers, declare that they have implemented appropriate technical and organizational measures to ensure that personal data processing is carried out in accordance with the provisions of the GDPR.
3. The Parties will process the data of persons representing the other party and the data of persons involved in the implementation of this Contract only for the purpose and for the period necessary to perform the Contract and pursue claims arising therefrom.
4. The Parties undertake to fulfil the information obligation specified in Article 14 of the GDPR towards persons referred to in section 3, on behalf of the other Party.
5. The Contractor undertakes to repair the damage caused to the Ordering Party (as the data controller) as a result of a personal data breach caused by the Contractor. In particular, the Contractor undertakes to cover the costs of proceedings and legal representation incurred by the Ordering Party, as well as compensation to the person affected by the infringement.
6. The information clause for contractors, their representatives and persons involved in the implementation of the Contract is available on the website of the University of Wrocław: <https://uwr.edu.pl/wp-content/uploads/2022/09/klasa-rodo-art-13.docx> and <https://uwr.edu.pl/wp-content/uploads/2022/09/klara-rodo-art-14.docx>.

### **§ 14**

1. Any changes to this Contract require a written annex to be valid.
2. In matters not regulated by this Contract, the provisions of the Civil Code and the Public Procurement Law shall apply.

3. Disputes that may arise during the implementation of the provisions of the Contract shall be resolved by common courts having jurisdiction over the registered office of the Ordering Party.
4. The law applicable to this Contract is Polish law.
5. If any provision of this Contract is found to be invalid or ineffective, it shall not affect the validity and effectiveness of the remaining provisions. The invalid, ineffective or missing provision shall be replaced or supplemented by an appropriate new provision whose economic purpose will be equivalent or similar to that of the invalid, ineffective or missing provision. If it is necessary to conclude an appropriate annex, the parties will agree its content in good faith, assuming that the remuneration for the performance of the Subject of the contract will not change.
6. This Contract has been drawn up in three identical copies, including two copies for the Ordering Party and one for the Contractor (in the case of an Contract concluded in writing).
7. The date of conclusion of the Contract is the date of the provision of the signature by the last Party.
8. The Polish law shall apply to this contract and any doubts regarding its interpretation associated with the performance of the Contract will be resolved on the basis of the Polish language version of the documentation of the contract award procedure.
9. Integral annexes to this Contract are:
  - 1) Annex No. 1 – Description of the subject of the contract
  - 2) Annex No. 2 – Contractor's offer
  - 3) Annex No. 3 – Delivery and acceptance protocol

ORDERING PARTY

CONTRACTOR

.....

.....

**DELIVERY AND ACCEPTANCE PROTOCOL**

The subject of delivery and acceptance under contract No. .... dated ..... is:

No.	Name of the object of delivery	Quantity	Serial No.	Value	Comments

**Place of delivery:**

.....

**Delivery date:** .....

On time/untimely\*

**On the part of the Contractor:**

.....

(name and address)

.....

(name and surname of the authorized person)

**On the part of the Ordering Party:**

.....

(name and address)

.....

(name and surname of the authorized person)

.....

(name and surname of the authorized person)

**Confirmation of completeness of delivery:**

- Yes\*

- No\* – reservations .....

**Confirmation of compliance of the quality of the delivery with the description of the subject of the contract and the Contractor's offer :**

- Compliant\*

- Incompliant\* – reservations .....

**~~Confirmation of conducting training for persons indicated by the Ordering Party:~~**

- ~~• Yes\* – scope of training .....~~
- ~~• No\* – reservations .....~~

**Documents:**

- Submitted in accordance with the contract\*
- Not submitted \* – reservations .....

**Final result:**

- Positive\*
- Negative\* – reservations .....

Signatures:

**ORDERING PARTY**  
.....  
**(signature)**

**CONTRACTOR**  
.....  
**(signature)**