

ToR – Selection of the Contractor for the preparation and conduct of specialist training in the use of the PETREL software package in geological applications for the needs of the Institute of Geological Sciences of the Jagiellonian University in Krakow as part of the project "Key to the future – Comprehensive education development program for the needs of key industries of the Jagiellonian University"

Case No.: 80.272.246.2024

3) the nature of the relationship that will bind me to the Contractor:
.....
.....

4) Scope and period of my participation in the performance of the contract:
.....
.....
.....

2. **I meet the conditions for participation in the proceedings to the extent in which they concern me, i.e.:**

.....
.....



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Appendix No. 2 to the ToR

DRAFT PROVISIONS OF THE AGREEMENT 80.272.246.2024

concluded in Krakow on2024 / concluded in Kraków, between:

Jagiellonian University with its registered office at 24 Gołębia Street, 31-007 Kraków, NIP 675-000-22-36, hereinafter referred to as the "Contracting Authority", represented by: – Project Manager, on the basis of a power of attorney No., of..... year, with the financial countersignature of the Jagiellonian University Bursar,

a

....., entered into CEIDG / National Court Register, under the entry number:..... , NIP:, REGON:, the amount of share capital PLN, hereinafter referred to as the "Contractor", represented by:

.....

As a result of conducting the procedure in the basic mode without the possibility of negotiations, pursuant to Article 275(1) of the Act of 11 September 2019 – Public Procurement Law (i.e. Journal of Laws 2023, item 1605, as amended) the following Agreement was concluded:

DEFINITIONS:

Affiliates shall mean any legal entity: (i) controlling, controlled by or under common control with an entity, where "control" is defined as the legal or beneficial ownership of more than fifty percent (50%) of the voting rights at the assembly of owners of such entity, or in the case of a foreign domiciled affiliate where the prevailing law of the foreign country prohibits majority ownership by a foreign parent organization, an ownership interest by such entity which reflects the maximum controlling interest allowable under the laws of such foreign country, or such other relationship as, in fact, constitutes actual control; or (ii) specifically designated as an affiliate of either party in a proposal.

Services shall mean the office-based personnel services as specified in the proposal.

§ 1

Subject of the Agreement

1. Under this Agreement, the Ordering Party commissions, and the Contractor undertakes to prepare and conduct specialized training in the use of the PETREL software package in geological applications for academic teachers and researchers for the needs of the Institute of Geological Sciences of the Jagiellonian University. The trainings will be carried out as part of 2 (two) editions dedicated to 2 (two) groups of Participants, each consisting of at least 9 and maximum 11 people (a total of at least 18 - maximum 22 people), while the Ordering Party reserves the right to change the number of Participants \pm 1 person in a given group. The duration of each edition is 32 teaching hours, for a total of 64 teaching hours (1 teaching hour



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= 45 minutes).

2. The trainings covered by the Agreement will be carried out as part of the project "Key to the future - Comprehensive programme for the development of education for the needs of key industries of the Jagiellonian University" (agreement for co-financing the project under the EUROPEAN FUNDS FOR SOCIAL DEVELOPMENT PROGRAMME 2021-2027 (contract number: FERS.01.05-IP.08-0038/23-00)).
3. The trainings being the subject of the Agreement will be prepared and conducted in Polish, by persons with appropriate qualifications. A detailed description of the subject matter of the Contract and the rules for its implementation is included in Appendix A to the Terms of Reference, hereinafter referred to as the "ToR".
4. *An integral part of this Agreement is the documentation of the procedure, including the Terms of Reference with attachments and the Contractor's offer of 2024*
5. The trainings being the subject of the Agreement for the 1st and 2nd group of Participants will be conducted from **1 November 2024 to 28 February 2025.**, with the exact dates and daily schedule of classes being agreed with the Contractor no later than 14 days before the start of classes.
6. The Ordering Party reserves the right to change the date of the start and end of classes, of which he should inform the Contractor at least 5 days before the planned date of the start of classes. Any changes in the date of classes do not require an annex to this Agreement, except for cases where the above-mentioned change of the date results in the extension of the deadline for the performance of the Agreement indicated in section 5, which requires the Parties to conclude an annex to the Agreement on the terms and in the manner specified in § 10 section 1.1. Agreement. Changes in the date of classes will be made each time by arrangements of the Parties' representatives via e-mail indicated in § 5 section 4 of the Agreement, and in case of any doubts, it is assumed that the Contractor has accepted the date of classes, in the absence of an explicit objection from the Contractor expressed via e-mail.
7. Classes will be conducted in a stationary form in a computer lab provided by the Ordering Party in Krakow, at the Institute of Geological Sciences of the Jagiellonian University, 3A Gronostajowa Street, 30-387 Krakow, subject to sentence 2, while the costs of providing a room and specialized equipment necessary to conduct the training in a stationary form shall be borne by the Ordering Party. The Contractor is obliged to provide the software necessary to carry out the subject of the training.
8. The Contractor declares that the classes will be conducted by persons indicated in § 5 sections 3.1 and 3.2 of the Agreement, who have the appropriate competences and authorizations necessary to perform the subject of the Agreement.
9. Persons participating in the classes (hereinafter referred to as the "Participants") will be recruited by the Contracting Authority from among academic teachers and researchers of the Institute of Geological Sciences of the Jagiellonian University.
10. The subject of the Contract will be carried out by the Contractor with its own resources and with the help of subcontractors in the scope of¹
11. Outsourcing the performance of a part of the subject of the Contract to subcontractors does not change the Contractor's obligation towards the Employer for the proper performance of this part. ²
12. The Contractor shall be liable for the act or omission of the subcontractor as for its own act or omission. Non-performance or improper performance by subcontractors of obligations related to



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the performance of the subject matter of the Contract shall be treated as non-performance or improper performance of obligations related to the performance of the Contract for reasons attributable to the Contractor. ³

§ 2

Obligations of the Parties

1. The Contractor undertakes to:

¹ Depending on the offer considered the most advantageous

² Depending on the offer considered the most advantageous

³ Depending on the offer considered the most advantageous



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- 1.1 conducting the training in accordance with the schedule and schedule of classes established in cooperation with the Ordering Party.
 - 1.2 preparation of training materials in accordance with the substantive scope of the training. Training packages must be developed in a paper version on the stationery of the project, they should be prepared according to the template provided by the Ordering Party. When preparing training materials, the Contractor is obliged to take into account the guidelines on the principles of promotion and labelling of projects for the years 2021-2027: <https://www.funduszeuropejskie.gov.pl/strony/o-funduszach/promocja/zasady-promocji-i-oznakowania-projektow-1/>. One copy of the training materials will be delivered to the Contracting Authority within 3 days before the start of the training in an electronic version to the e-mail address indicated by the Contracting Authority Ordering Party, and in paper form no later than within 7 working days from the end of the training. A set of training materials must be distributed to the participants of the training on the first day of class.
 - 1.3 Marking the place of the training in accordance with the Guidelines on the principles of promotion and marking of projects for 2021-2027: <https://www.funduszeuropejskie.gov.pl/strony/o-funduszach/promocja/zasady-promocji-i-oznakowania-projektow-1/> by hanging a promotional poster of the project and/or an information board containing data about the project provided by the Ordering Party.
 - 1.4 preparing and maintaining an attendance list on the stationery of the project, according to the template provided by the Ordering Party. Attendance lists should be submitted to the Office - IntegrUJ within 7 days from the end of the training in paper and electronic scans.
 - 1.5 prepare a list of competences developed as part of the training, a pre and post test questionnaire and an answer key and submit these documents to the ZintegrUJ Office in Krakow (31-113) at 25/2 Straszewskiego Street before the start of the training in accordance with the schedule established by the Ordering Party.
 - 1.6 conducting a pre-test with the training participants before the start of the training and post-testing after its completion, checking the correctness of the answers and submitting paper questionnaires to the JU Integrative Office, and sending the summary of test results electronically to the.angelika.batko@uj.edu.pl address no later than within 7 working days of the end of the training.
 - 1.7 conducting the final exam certifying substantive knowledge in the use of the PETREL software package
 - 1.8 issuing a certificate confirming the completion of the training and the achievement of learning outcomes by the participants. Copies of certificates confirming the completion of the training should be sent in an electronic version to the address angelika.batko@uj.edu.pl up to 7 days after the end of the training.
 - 1.9 grant the Ordering Party a non-exclusive license to use the Works created for the purposes of this Agreement on the terms set out in § 8 of the Agreement.
 - 1.10 covering the costs related to the travel of persons conducting classes on behalf of the Contractor to the place of training and possible costs of stay.
2. The Contracting Authority undertakes to:



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- 2.1 enable consultations with the Ordering Party's representatives regarding the detailed content of classes/training,
- 2.2 prepare promotional materials, i.e. a promotional poster of the project and an information board, containing data about the project, no later than 3 days before the start of the training, in accordance with the Guidelines on the principles of promotion and labelling of the project for 2021-2027: <https://www.funduszeuropejskie.gov.pl/strony/o-funduszach/promocja/zasady-promocji-i-oznakowania-projektow-1/>.
- 2.3 notifying training participants about the place and date of training,
- 2.4 acceptance of materials provided by the Contractor, provided that they are properly performed and appropriate logos are used, in accordance with the guidelines for the principles of promotion and marking of projects for 2021-2027: <https://www.funduszeuropejskie.gov.pl/strony/o-funduszach/promocja/zasady-promocji-i-oznakowania-projektow-1/>.

§ 3

Settlement between the parties

1. The amount of remuneration due to the Contractor for the performance of the subject matter of the Contract was determined on the basis of the Contractor's offer, while the service being the subject of this Contract is exempt from VAT pursuant to Article 43(1)(29)(c) of the Act of 11 March 2004 on the tax on goods and services (i.e. Journal of Laws of 2024, item 361, as amended).
2. The amount of remuneration due to the Contractor for the performance of the subject matter of the Contract during the term of the Contract has been set at the amount of: PLN net (in words:), where:
 - 2.1. The rate for the implementation of one didactic hour of training is..... PLN net (in words:) within the meaning of the Act of 10 October 2002. on the minimum wage for work (i.e. Journal of Laws of 2020, item 2207, as amended);
 - 2.2. The rate for the implementation of one edition of the training is: PLN net (say:);
– *applies to the Contractor conducting business activity.*

The amount of remuneration due to the Contractor for the performance of the subject of the Contract has been set at the amount of: PLN net (in words:), constituting the maximum monetary liability of the Employer towards the Contractor for the proper performance of the Contract, where:

- 2.1. The rate for the implementation of one didactic hour of training is..... PLN net (in words:) within the meaning of the Act of 10 October 2002. on the minimum wage for work (i.e. Journal of Laws of 2020, item 2207, as amended);
- 2.2. The rate for the implementation of one edition of the training is: PLN net (say:);



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The Ordering Party stipulates that from the above-mentioned amount of remuneration, it will deduct the amount constituting all benefits that arise on the part of the Ordering Party, in particular any advance payment for the income tax due, mark-ups arising on the part of the Ordering Party or that may arise on the part of the Contractor; the above amount is the maximum cost that the Ordering Party will incur in order to perform this Agreement.

– applies to the Contractor who does not conduct business activity.

3. The total remuneration indicated in paragraph 2 above includes all works performed by the Contractor under this Contract, described in detail in § 2 section 1 of the Agreement and Appendix A to the Terms of Reference.
4. The Contractor's remuneration will not change throughout the term of the Contract.
5. The remuneration will be paid by the Ordering Party on the basis of invoices/partial bills issued by the Contractor after the completion of a given edition of the training, provided that all activities specified in § 2 section 1 of the Agreement constituting a given edition of the training are performed and after an authorized representative of the Ordering Party signs a statement confirming the performance of a given part of the subject of the Contract, included in Appendix No. 1 to the Contract. Agreement.
6. The Contractor, after completing a given training, confirmed by a signed partial acceptance report without reservations, is obliged to deliver a correctly issued invoice/ bill together with a partial acceptance report to the headquarters of the ZintegrUJ Office (25/2 Straszewskiego Street, 31-113 Kraków).
7. The payment will be made within 30 days from the date of delivery to the Ordering Party of a correctly issued/issued invoice/bill together with a signed partial acceptance protocol, by transfer to the Contractor's account indicated on the invoice/bill.
8. In the case of issuing structured electronic invoices within the meaning of Article 6(1) of the Act of 9 November 2018 on electronic invoicing in public procurement, concessions for construction works or services, and public-private partnership (i.e. Journal of Laws of 2020, item 1666, as amended) via the Electronic Invoicing Platform available at: <https://efaktura.gov.pl/>, in the "reference" field, the Contractor shall enter the e-mail address indicated in § 5 section 4.1 of the Agreement.
9. The place of payment is the Ordering Party's bank, and the date of payment of the remuneration will be considered the day of debiting the Ordering Party's account.
10. The remuneration to which the Contractor is entitled is payable by transfer from the Ordering Party's account to the Contractor's account indicated on the invoice /bill.
11. The Contractor confirms that the bank settlement account disclosed on the invoice is used by the Contractor for the purposes of settlements on account of its business activity, for which the VAT account is kept.

– section 8 above apply to the Contractor conducting business activity.



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§ 4

Liability for breach of Agreement

1. The Parties reserve the right to calculate and pursue contractual penalties for non-performance or improper performance of obligations under the Agreement, provided that the total contractual penalties for all reasons specified in the Agreement may not exceed 30% of the net/gross remuneration specified in § 3 section 2 of the Agreement.
2. The Contractor, except when the basis for calculating contractual penalties are its conduct not directly or indirectly related to the subject matter of the Contract or its proper performance, and subject to paragraph 5 of this paragraph, shall pay the Employer a contractual penalty in the following amount in the event of:
 - 2.1. withdrawal from the Contract – in the amount of 10% of the net value of the unperformed scope of the Contract, unless the reasons for withdrawal were not circumstances attributable to the Contractor or for which the Contractor is not responsible;
 - 2.2. non-performance or improper performance of the subject matter of this Contract for reasons attributable to the Contractor, including failure to conduct classes, as well as in the event of conducting a given training by persons other than the one indicated by the Contractor in § 5 section 3 of this Agreement or being under the influence of alcohol or drugs or failure of the instructors to appear for training, the Contractor shall pay the Employer a contractual penalty in the amount of 20% of the net remuneration set out in § 3 section 2.2 of the Agreement,
 - 2.3. failure to pay or late payment of the proportionally indexed remuneration due to the subcontractor in relation to the change in the amount of the Contractor's remuneration, resulting from a change in the price of materials or costs related to the performance of the Contract, in the amount of 5% of the Contractor's maximum gross remuneration,
 - 2.4. delay in the performance of the subject matter of the Agreement or its specific edition, part or scope, in the amount of 0.5% of the net remuneration set out in § 3 section 2.2 of the Agreement, but not less than PLN 30.00 (say: thirty zlotys ^{00/100}) and not more than PLN 100.00 (say: one hundred zlotys ^{00/100}), for each day of delay in relation to the scheduled start date of a given edition, part or scope of training.
3. In the event of non-performance or improper performance of the Contract for reasons attributable solely to the Employer, the Employer shall pay the Contractor a contractual penalty in the amount of 10% of the net / gross value of the unperformed scope of the Contract.
4. In the cases referred to in paragraphs 1 and 2, the Ordering Party has the right to deduct contractual penalties from the remuneration or other receivables of the Contractor, to which the Contractor agrees.
5. The Parties may seek damages in excess of the amount of stipulated contractual penalties on general terms, and the contractual penalties specified in sections 2 and 3 are creditable towards the said supplementary compensation claimed by a given Party to the Agreement.
6. Payment of contractual penalties does not release the Contractor from the obligation to perform the Contract.
7. A claim for payment of contractual penalties becomes due and payable on the day following the date on which the facts specified in this Agreement constituting the basis for their calculation occurred.



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8. In addition to the cases listed in the Civil Code, the Parties have the right to withdraw from this Agreement in the event of the occurrence of the circumstances indicated in sections 9 – 11 below.
9. The Ordering Party may withdraw from the Agreement not earlier than within 7 (seven) days and not later than 30 days if it is informed that:
 - 9.1. The Contractor, as a result of its insolvency, fails to perform its financial obligations for a period of at least 3 months,
 - 9.2. the Contractor is liquidated or the Contractor is dissolved without liquidation, or the Contractor's business activity is terminated,
 - 9.3. the Contractor has incurred significant debts, in particular the referral against the Contractor of bailiff seizures or other seizures by authorized authorities with a total value exceeding PLN 100,000.00 (in words: one hundred thousand zlotys^{00/100}),
 - 9.4. The Contractor caused a delay in the performance of the subject of the Contract or its stage, part in relation to the completion date of more than 5 days,
 - 9.5. in the case referred to in § 6 section 3 of the Agreement,
 - 9.6. the change in the Contractor's remuneration will exceed the maximum threshold of its indexation amounting to 5% of the Contractor's maximum gross remuneration.
10. In addition, the Contracting Authority may withdraw from the Contract within 30 days from the date of becoming aware of the occurrence of a material change in circumstances resulting in the fact that the performance of the Contract is not in the public interest, which could not have been foreseen at the time of the conclusion of the Contract, or further performance of the Contract may threaten the fundamental interest of national security or public security (Article 456(1)(1) of the Public Procurement Law).
11. The Ordering Party also has the right to withdraw from this Agreement within 12 months from the date on which the Ordering Party became aware of the existence of a legal defect in the Work, and if the Ordering Party became aware of the existence of the defect only as a result of a third-party action – from the date on which the judgment issued in a dispute with a third party became final.
12. In addition, the Ordering Party has the right to withdraw from the entire Agreement or a given part of it, stage, no later than 14 days before the date of the training, in the event of an ineffective recruitment process of participants. In such a situation, the Contractor is not entitled to charge the Ordering Party with a contractual penalty or any financial and legal claims. In addition, after the expiry of the deadline indicated above, the Ordering Party has the right to withdraw from the Agreement in whole or in a given part of the subject matter of the Agreement in the event of failure to appear at least 80% of the number of Participants.
13. In the event of withdrawal from the Contract by the Contractor due to failure to perform the minimum scope of this Contract for reasons attributable solely to the Employer, as part of the supplementary compensation over and above the paid contractual penalty specified in section 3 above, the Employer shall cover the amount up to the amount of the Contractor's necessary expenses related to the need to perform the necessary obligations (activities) indicated in § 2 section 1 of the Contract, for the purpose of proper implementation of a given edition of the training, after the Contractors have previously submitted relevant accounting documents confirming the actual amount of expenses incurred only to the extent necessary to implement the scope of the subject of the Contract covered by the withdrawal from the Contract regarding the date (specific day) of the



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- previously planned classes. The contractual penalty specified in paragraph 1 is creditable towards the Contractor's supplementary compensation.
14. The Ordering Party stipulates that the payment of supplementary compensation to the Contractor for withdrawal from the Contract by the Contractor pursuant to paragraph 3 above will take place after verification of the accounting documents received from the Contractor, and if necessary, the Contractor will provide the Employer with appropriate explanations or additional evidence. If the Employer acknowledges the legitimacy of the payment of the supplementary compensation indicated in section 13, the Employer shall settle the above amount within 21 days from the date of sending to the Contractor the position on the recognition of the entire amount of the supplementary compensation or its part.
 15. The Contractor is not entitled to compensation for the Employer's withdrawal from the Contract on the basis of sections 9 – 11 above, or due to circumstances attributable to the Contractor. On the other hand, in the event of withdrawal from the Contract by the Contractor pursuant to section 3, the amount of supplementary compensation paid indicated in section 13 above exhausts all claims of the Contractor for redress of damage (including the contractual penalty paid under section 3 above) by the Employer resulting from the above-mentioned withdrawal from the Contract, therefore the Contractor will not direct any demands, claims or requests against the Employer in excess of the amount paid above.
 16. Withdrawal from the Agreement should be made in writing under pain of nullity of such statement and should include a justification.
 17. In the event of the occurrence of the conditions for withdrawal from the Agreement, the Ordering Party is entitled to withdraw partially or completely. The Ordering Party is entitled to use the part of the Agreement which is not subject to withdrawal. In such a situation, the Contractor is entitled to remuneration in the part to which the withdrawal does not apply.
 18. Contractor's aggregate liability to Ordering Party for all claims whether in contract, tort (including negligence), for breach of statutory duty or otherwise arising out of or in connection with an Agreement shall be limited to the amount of fees paid by Ordering Party under the Agreement in the twelve (12) months immediately preceding the claim, less any amounts previously claimed. Nothing in this Clause shall exclude or limit any liability that cannot be excluded or limited at law. Ordering Party will indemnify, hold harmless, and defend Contractor of and from any loss, cost, damage, or expense, including third-party claims and attorneys' fees, above Contractor's limit of liability.
 19. Unless otherwise agreed, to the fullest extent permitted by law, neither party may recover, including under an indemnity, any punitive, incidental, indirect, consequential, special, or enhanced damages. further the parties acknowledge and agree that neither party shall be liable for any of the following losses, in each case whether direct or indirect: (i) loss of use; (ii) loss of revenue, profit, or business; (iii) loss of investment; (iv) loss of rig time or other business interruption; (v) cost of substitute software or services, or the procurement thereof; (vi) and/or loss, damage, corruption, or replacement of computing systems.
 20. The limitations and exclusions in this Clause apply even if Ordering Party is not fully compensated for any losses and regardless of: (i) whether Contractor knew of or should have known about the possibility of damages; (ii) if any limited remedy fails in its essential purpose; and/or (iii) regardless of the form of action upon which a claim for such damages may be based, whether in contract, tort



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(including, but not limited to negligence or breach of statutory duty), strict product liability or any other legal or equitable theory.

21. Ordering Party shall only provide Contractor with copies of Ordering Party data and shall retain originals and/or backup copies. Risk of loss of Ordering Party data is Ordering Party's while: (i) in the possession of Ordering Party or (ii) in the hands of a common carrier when the Ordering Party data is being delivered to or from Contractor's location. Contractor's maximum liability for loss of all or part of Ordering Party data is limited to the lesser of the cost of restoration of the data from a Ordering Party copy or the fees paid by Ordering Party for the services. In no event shall Contractor be liable to re-accomplish Ordering Party data. For purposes of this agreement, "re-accomplish" includes obtaining data by means of redrilling or re-logging a well or reshooting a seismic line or survey.

§ 5

Representatives of the parties to the agreement

1. The Contractor may not entrust the performance of this Contract to any person other than the person mentioned in paragraph 3 of this paragraph without the prior written consent of the Ordering Party.
2. If the Ordering Party becomes aware of the violation of the provisions of paragraph 1, the Ordering Party may withdraw from the Contract with immediate effect and impose a contractual penalty on the Contractor in the amount of 20% of the net value of the unrealized scope of the Contract.
3. The persons dedicated to the execution of the order on the part of the Contractor are the following trainers:
 - 3.1.
 - 3.2.
4. The representatives of the Parties responsible for the implementation, supervision and ongoing communication of this Agreement will be:
 - 4.1 on the part of the Ordering Party:, tel.:, email
 - 4.2 on the part of the Contractor:, tel.:, email:



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5. The Parties agree that the persons referred to in section 4 above are not entitled to make decisions regarding the change of the rules of performance of the Contract, as well as to incur new obligations or amend the Contract, unless the representative of the Ordering Party is authorized to represent the Jagiellonian University in Krakow, and the representative of the Contractor is a member of the Contractor's Management Board or the Contractor is an entrepreneur conducting business activity, entered into the Central Registration and Information on Business.
6. If this Agreement requires arrangements between the Parties, it is assumed that the representatives of the Parties indicated in paragraph 4 are authorized to make arrangements. All correspondence sent via e-mail should be directed to the e-mail addresses indicated in this paragraph.

§ 6

Contractor's statements and the method of service implementation

1. The Contractor declares that it has the appropriate qualifications to perform the Contract and undertakes to perform it with the utmost care, taking into account the professional nature of its business.
2. The performance of the subject of the Contract will be subject to the supervision of the Employer. During the classes, there may be an announced or unannounced visit by a representative of the Ordering Party or representatives of institutions financing and controlling the project. At the beginning and at the end of the class, a test was carried out to check the increase in competences improved during the training.
- ~~3. Failure to improve the competences of the Participants in the scope covered by a given training and/or negative assessment of a given training by the Participants may be a prerequisite for withdrawal from the Contract by the Ordering Party for reasons attributable to the Contractor.~~

§ 7

Confidential information and protection of personal data

1. The Parties agree that the information, data and documents provided to the Contractor by the Employer and to the Employer by the Contractor under this Agreement and marked with a clause when submitted in writing as "Confidential Information" constitute confidential information (hereinafter referred to as "Confidential Information"). The Contractor undertakes to maintain absolute secrecy of all Confidential Information concerning the Ordering Party, in particular it is prohibited to disclose it to third parties in any form. The above prohibition shall remain in force also after the expiration of the Agreement for a period of 3 (three) years from the date of expiration of the Agreement.
2. The prohibition referred to in paragraph 1 shall not apply to information:
 - 2.1 subject to disclosure to a state authority, competent court or other entity in accordance with generally applicable law;
 - 2.2 agreed in writing between the Parties as subject to disclosure.
3. The Contractor and the Employer, respectively, are prohibited from using the Confidential Information of the Employer and the Contractor collected in connection with the performance of the Contract for any purposes other than for the purpose and in connection with the performance of the Contract.



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4. The Parties are prohibited from sharing the collected Confidential Information of the other Party or the personal data of the participants of the classes with any third party, unless they obtain the written consent of the other Party, subject to paragraph 2.1 above.
5. The Jagiellonian University in Krakow, as the administrator of personal data, entrusts the Contractor, as the Processor, on the basis of this Agreement, pursuant to Article 28 of 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 (OJ L 2016 No. 119, p. 1), personal data for processing, on the terms and for the purpose of proper performance of this Agreement, for the duration of this Agreement. The conditions for entrusting the processing of personal data are specified in Appendix No. 2 to this Agreement.
6. Ordering Party and Contractor will each comply with all laws and regulations applicable to their business operations and their obligations under the Agreement. The use and delivery of the Services and Deliverables (or any other output from the Services) in Cuba, North Korea, Syria, Iran, or other countries that are subject to United States, United Nations, European Union, or other similar trade sanctions/embargoes, is prohibited. The transfer of Ordering Party data across jurisdictions may be prohibited. Ordering Party is responsible for complying with all applicable trade control and data residency regulations, ensuring it has all necessary licenses, consents, and permissions in place for any Ordering Party data provided to Contractor. Ordering Party's use of the Services or Deliverables in violation of applicable trade control or data residency regulations will result in the automatic termination of the Agreement with no liability to Contractor.
7. The Ordering Party shall withdraw from this Agreement in the event of the Contractor's breach of the terms and conditions of entrusting the processing of personal data of the Participants, resulting in the termination of the rules (Agreement) of entrusting the processing of data constituting Appendix No. 2 to this Agreement.

§ 8

License

1. The Contractor declares that:
 - 1.1. as at the date of conclusion of the Agreement, he/she will be entitled to full economic copyrights to the Work(s), i.e. training materials and recordings of the work(s) created in connection with the performance of this Agreement, and his/her creation does not infringe the rights of third parties within the meaning of copyright and related rights;
 - 1.2. has the knowledge and experience necessary for the proper performance of the Agreement and that the Work will be created by him or herself, is individual and will be transferred to the Ordering Party without physical or legal defects.
2. The Contractor declares that the Work, which is an element of the subject matter of this Agreement, will be free from legal defects within the meaning of Article 5563 of the Civil Code and will not infringe the rights of third parties. In view of the above, the Contractor declares and confirms that:
 - 2.1. he or persons acting on his behalf have an exclusive and unlimited copyright in the Work as its exclusive creator. For the purposes of this Agreement, all intellectual property rights in and to the Services and Deliverables, including any new intellectual property developed in the course of the



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- Services, vest and remain with Contractor, its Affiliates, and its licensors. Upon payment of all fees due under the proposal, Contractor grants Ordering Party a worldwide, non-exclusive, non-sublicensable (other than to Ordering Party Affiliates as necessary for Ordering Party to receive the benefit of the Services), non-assignable, perpetual licence to the Deliverables for its internal business purposes,
- 2.2. the Contractor's economic copyrights to the Work are not encumbered with any rights of third parties and that third parties do not make any claims in relation to him, as well as the restriction in the use or disposal of the Work does not result from a decision or ruling of a competent authority,
- 2.3. granting the right to use the Work by the Ordering Party does not require the consent of any authority or third party, however for the term of the Services solely for the purpose of engaging in, and receiving the benefit of, the Services. Distribution of the materials created for the Services is limited solely to attendees and such materials may not be duplicated, copied, used and/or distributed (either in whole or in part) by or beyond those attendees.
- 2.4. Ordering Party warrants that it owns, or has the right to provide Contractor with, the Ordering Party Materials. Ordering Party grants Contractor a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Ordering Party Materials solely for the purpose of providing the Services to Ordering Party. In addition, subject to the confidentiality obligations herein, Ordering Party permits Contractor and its Affiliates to use Ordering Party data for internal training and to improve its products and services.
- 2.5. moreover, if the Works have been made at the request of the Performer by a person cooperating with the Performer on the basis of an Agreement other than an Employment Contract, the Contractor has taken care to conclude with the above-mentioned person an appropriate Agreement ~~on the transfer of economic copyrights or~~ a License Agreement to the extent necessary for the performance of this Agreement indicated in paragraph 1 above.
- 2.6. With respect to seismic data in particular, Ordering Party hereby grants Contractor and its Affiliates a license to, and acknowledges that, Contractor may, reproduce and present any data embodied in the seismic data for the purposes of explaining seismic data acquisition and/or interpretation techniques and may take the form of a brochure, poster, paper, abstract, or presentation. Ordering Party shall remove any Ordering Party sensitive information from any such data (such as direct references to Ordering Party, its partners or co-venturers, its field names, its well names, or locations). Additionally, for seismic data processing services, Ordering Party acknowledges that, if seismic data is provided to Contractor with a no-permit mask, Contractor is required to apply the mask to the any Deliverables containing seismic data before delivery.
- 2.7. If Ordering Party provides Contractor feedback or suggestions about the Services or the Deliverables, then Contractor may use that information without obligation to Ordering Party, and Ordering Party irrevocably assigns Contractor all rights, title, and interest in that feedback and/or those suggestions. If Contractor provides Ordering Party with feedback or suggestions about Ordering Party Materials, then Ordering Party may use that information without obligation to Contractor, and Contractor hereby irrevocably assigns to Ordering Party all right, title, and interest in that feedback or suggestions.



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1. If the court in its final judgment finds that the Work has legal defects, the Ordering Party may withdraw from the Agreement and demand compensation for the actual damage suffered. For the interpretation of this clause, it is understood that Contractor warrants that the Services will be performed in a professionally competent and workmanlike manner with all reasonable care and skill and any Deliverables will materially conform to their specification. As a sole and exclusive remedy, and provided Ordering Party is up to date in the payment of fees, Contractor will re-perform or, at Contractor's option, provide Ordering party a pro-rata refund for any part of the Services that meet the warranted standard provided the non-compliance is brought to Contractor's attention within ninety (90) days of performance. Except for the foregoing warranty, Contractor expressly disclaims all other warranties, representations and conditions and all other terms of any kind whatsoever, whether express or implied, including but not limited to warranties of accuracy, merchantability, non-infringement or fitness for a particular purpose, in connection with the performance of the Services, interpretations, or use of any Deliverables.
2. Article 55 of the Act of 4 February 1994 on Copyright and Related Rights (i.e. Journal of Laws of 2022, item 2509, as amended) and Section II of Title XI of Book III of the Act of 23 April 1964 – the Civil Code (i.e. Journal of Laws of 2024, item 1061, as amended) shall apply to the principles of the Contractor's liability for legal defects of the Work, to the extent not regulated by the provisions of this paragraph of the Agreement. The Performer provides a warranty for legal defects of the Work throughout the term of the Agreement.
3. After the completion of a given part of the subject matter of the Agreement and upon the delivery of the Work and payment of the remuneration due in accordance with § 3 section 2.2 of the Agreement, the Contractor shall grant the Ordering Party an exclusive license to use the Work in the fields of exploitation specified in section 6 below until the completion of the entire Agreement, i.e. within the time limit specified in § 1 section 5 of the Agreement.
4. The licence referred to in paragraph 2 shall be granted in the following fields of exploitation:
 - 4.1. permanent or temporary recording or reproduction in whole or in part, by any means and in any form, regardless of the format, system or standard, including printing, magnetic recording, digital or by entering into computer memory, and permanent or temporary recording or reproduction of such records, including making copies thereof and any use and disposal of these copies,
 - 4.2. dissemination in closed networks,
 - 4.3. playing the Work in such a way that each Participant can access it in a place and at a time chosen by them – applies to training materials delivered on CD, VOD, in the case of remote training, as long as the above fields can be considered as internal business purposes, as per article 2.1 of this Clause.
5. The remuneration specified in § 3 section 1 of the Agreement also includes remuneration for granting the right to use the Work(s) (licence) in each of the fields of exploitation listed in section 6 of this paragraph of the Agreement, transfer of ownership of the published copy and carrier of the Work.
6. Any rights to the above-mentioned Work specified in this Agreement are unlimited in terms of subject matter and territory, including in terms of language or geographical zone.
7. CONTRACTOR agrees to defend and indemnify Ordering Party for costs and damages finally



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- awarded for third-party claims based on a finding of infringement of any patent, copyright, or trademark resulting from the use of the Services or Deliverables. CONTRACTOR's indemnification obligations under this Clause are conditional on (i) Ordering Party giving CONTRACTOR prompt notice of the claim for alleged infringement; (ii) Ordering Party not making any admission, declaration, or arrangement regarding the claim of alleged infringement; and (iii) Ordering Party tendering sole control and the defence of the claim to CONTRACTOR. If CONTRACTOR reasonable believes the Services or Deliverables may infringe a third-party's Intellectual Property, CONTRACTOR may, at its sole option and expense: procure the right for Ordering Party to continuing using the Services or Deliverables; modify the Services or Deliverables to make them non-infringing; or replace the Services or Deliverables with a functionally equivalent alternative. If CONTRACTOR determines that the foregoing remedies are not commercially reasonable, CONTRACTOR may, at its discretion, terminate the Agreement and provide Ordering Party with a refund for unperformed Services.
8. CONTRACTOR's agreement to indemnify Ordering Party will be void, and CONTRACTOR will have no liability or responsibility to the Ordering Party, if the alleged claim of infringement is based upon:
 - a. CONTRACTOR's compliance with Ordering Party's specifications;
 - b. the combination of the Services or Deliverables with other products, software, services, processes, methods, workflows, or data not furnished by CONTRACTOR;
 - c. any unauthorized addition to or modification of the Services or Deliverables; or
 - d. any use of the Services or Deliverables that does not correspond to their specification.
 9. Ordering Party will indemnify, defend, and hold harmless CONTRACTOR for any alleged infringement and any finding of infringement of any patent, copyright, or trademark, which results from a claim based on Sections a to d above.
 10. The provisions of this Clause are Ordering Party's sole and exclusive remedy for any third-party claims of intellectual property infringement.
 11. Ordering Party will indemnify, defend, and hold harmless CONTRACTOR and CONTRACTOR's officers, directors, employees, agents, successors and assigns, and CONTRACTOR's Affiliates from and against any and all losses incurred in connection with any claim, suit, action, or proceeding that arises out of or relates to: (i) Ordering Party's use of the Services or Deliverables (including any reliance, plans or activities based thereon); (ii) Ordering Party Materials and CONTRACTOR's use thereof; or (iii) any third-party's reliance on the Services or Deliverables.
 - 12.
 - ~~13. If any third party pursues any claims in connection with the disposal or use of the Work or any elaboration of the Work by the Ordering Party, the Performer is obliged to:~~
 - ~~14. stto take any action at its own expense to protect the interests of the Ordering Party, in particular to demonstrate the groundlessness of the claims pursued by the third party;~~
 - ~~15. nd in the event of legal action by third parties resulting from the infringement of their rights against the Employer, the Contractor is obliged to join the Employer in the process and take all actions to release it from participation in the case;~~
 - ~~16. rd in the event that the Ordering Party is ordered to pay any amounts to be reimbursed by the Ordering Party, all claims adjudicated or covered by the Ordering Party and all expenses and fees,~~



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~~including possible costs of litigation and legal services, the Contractor undertakes to cover the costs at the first request.~~

§ 9

Force majeure

1. Force majeure circumstances are understood by the Parties as an external event of an extraordinary nature that could not have been foreseen or prevented, in particular such as: war, state of emergency, announcement of a state of epidemiological threat or announcement of a state of epidemic, including an epidemic of a disease threatening human life or health, flood, fire or a fundamental change in the socio-economic situation.
2. If, due to force majeure, a Party is unable to perform its contractual obligations in whole or in part, it shall immediately notify the other Party thereof. In such a case, the Parties will agree on the manner and rules for further performance of the Agreement, temporarily suspend its performance or the Agreement will be terminated.
3. The time limits specified in this Agreement shall be suspended for the duration of the impediment caused by force majeure.

§ 10

Final provisions

1. Any additions and amendments to this Agreement must be made in writing under pain of nullity, and the Parties provide for the possibility of introducing changes to the provisions of the concluded Agreement in relation to the content of the offer submitted in these proceedings, while maintaining a constant price, in particular in the case of:
 - 1.1 changes in the date of performance of the contract (initial, final) – due to reasons attributable to the Ordering Party, in particular concerning the lack of funds allocated for the performance of the contract (e.g. withdrawal/suspension resulting from the decision of public authorities), key changes in the project schedule aimed at ensuring the proper implementation of the project, resulting from the recruitment process of class participants, and other reasons not attributable to the Parties, including those resulting from the occurrence of events caused by force majeure within the meaning of § 9 of the Agreement. The Ordering Party shall notify the Contractor in writing in advance of the change of the date;
 - 1.2 changes in the key personnel of the Contractor or the Ordering Party (persons authorized to represent the Parties in matters related to the performance of the contract, including persons conducting training indicated by the Contractor via e-mail) – for fortuitous, health or other reasons indicated by the Parties, whereby the change of the person indicated in the offer by the Contractor, at the stage of performance of the Contract, requires the fulfillment of all of the following conditions:
 - 1.2.1. The Contractor submits to the Ordering Party in writing (in the original, by fax or via e-mail) – no later than 7 days before the start of the training – a request to change the person dedicated to the implementation of the subject of the Contract, supported by an appropriate justification /the specific reason for the change is probable by appropriate documents, e.g. for random reasons, health reasons, etc.,
 - 1.2.2. the new person indicated by the Contractor (i.e. the deputy) must have experience and qualifications in accordance with the requirements contained in the Terms of Reference,



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1.2.3. When considering the Contractor's application, the Ordering Party is entitled to express a written, prior consent to change the person conducting the training or not to accept the said request, in particular if the Ordering Party has doubts as to the legitimacy of the



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facts indicated in the justification of the application. If the Contracting Authority refuses to change the lecturer, the Contractor within 2 (two) days of the refusal submitting the refusal to the Contracting Authority submits a proposal of a new candidacy, taking into account the procedure described above;

- 1.2.4. in particular in cases other than random and in the event of the Ordering Party having doubts as to the experience and professional qualifications of the substitute proposed by the Contractor, the Ordering Party reserves the right to refuse to consent to the change, and the Contractor within 1 day of submitting the refusal submits to the Ordering Party a proposal of a new candidacy, taking into account the guidelines described above.
- 1.3 change of the subcontractor (if it was provided for in the contract performance process) – in particular due to random or other reasons favourable to the Employer,
- 1.4 changes in the settlement of the Parties to the Agreement by settlement on the basis of the hourly rate indicated in § 3 section 2.1 of the Agreement, for the actual number of teaching hours completed in a given edition – due to reasons attributable to the Ordering Party, in particular concerning the lack of funds allocated for the performance of the contract (e.g. withdrawal/suspension resulting from the decision of public authorities), key changes in the project schedule aimed at ensuring proper implementation of the project, resulting from the recruitment process of course participants, and other reasons not attributable to the Parties, including those resulting from the occurrence of events caused by force majeure within the meaning of § 9 of the Agreement,
- 1.5 changes in the number of participants in a given training group by increasing the number of participants ± 1 person, a total of ± 2 for two groups – due to reasons attributable to the Ordering Party, concerning, in particular, key changes in the project schedule aimed at ensuring the proper implementation of the project, resulting from the process of recruitment of class participants, resulting from the recruitment process of class participants, and other reasons not attributable to the Parties, including those resulting from the occurrence of events caused by force majeure within the meaning of § 9 of the Agreement,
- 1.6 changes in the number of editions in relation to the number specified in § 1 section 1 of the Agreement – due to reasons attributable to the Ordering Party, in particular concerning the lack of funds allocated for the implementation of the contract (e.g. withdrawal/suspension resulting from the decision of public authorities), key changes in the project schedule aimed at ensuring the proper implementation of the project, resulting from the recruitment process of class participants, and other reasons not attributable to the Parties, including those resulting from the occurrence of events caused by force majeure within the meaning of § 9 of the Agreement,
- 1.7 change of the place (location of the Training Room) or the method of providing the service in the form of conducting classes from stationary to e-learning or hybrid – due to reasons attributable to the Ordering Party, in particular regarding the lack of funds allocated for the implementation of the contract (e.g. withdrawal/suspension resulting from the decision of public authorities), key changes in the project schedule aimed at ensuring the proper implementation of the project, resulting from the recruitment process of course participants,



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- and other reasons not attributable to the Parties, including those resulting from the occurrence of events caused by force majeure within the meaning of § 9 of the Agreement.
2. In addition, it is permissible to replace the existing Contractor of this Contract by another entity that meets the conditions for participation in the procedure and is not subject to exclusion from the procedure under Article 108(1) of the Public Procurement Law and Article 109(1) of the Public Procurement Law to the extent indicated in the documents of the procedure by the Employer, in the event of a merger, division, transformation, bankruptcy, restructuring, acquisition of the current Contractor or acquisition of its enterprise by the above-mentioned entity.
 3. Notwithstanding the provisions of sections 1 and 2 above 3, the Parties to the Agreement may make non-material amendments to the Agreement, which do not constitute material amendments to the Agreement within the meaning of Article 454 section 2 of the Public Procurement Law, by concluding a written annex under pain of nullity.
 4. Changes that do not concern contractual provisions, e.g. when for organizational reasons it is necessary to change the contact details specified in the Agreement, when the bank account number of one of the Parties changes, will take place by providing a written statement of the Party to which these changes relate to the other Party.
 5. The invalidity of one or more provisions of this Agreement shall not affect the validity of the Agreement in its entirety, in which case the Parties shall replace the invalid provision with a provision consistent with the purpose and other provisions of the Agreement, subject to sentence 2. Amendments to the Agreement made in violation of the provisions of § 10 section 1 or 2 of this Agreement shall be invalidated, in which case the invalidated modified provisions of the Agreement shall be replaced by the provisions of the Agreement in their original wording.
 6. In the event of a dispute arising between the parties arising out of the Agreement or being in connection with the Agreement, the parties undertake to attempt to resolve it through mediation conducted by the Permanent Mediators of the Court of Arbitration at the General Counsel to the Republic of Poland⁴, in accordance with the Rules of Procedure of this Court, and only in the absence of a settlement before the Permanent Mediator of the Court of Arbitration at the General Counsel to the Republic of Poland, the dispute will be resolved by a common court with jurisdiction over the Ordering Party's registered office.
 7. In all matters not regulated by the Agreement, the relevant provisions of law shall apply, including 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 (OJ L 2016 No. 119, p. 1), the Act of 11 September 2019 – Public Procurement Law (i.e. Journal of Laws of 2023, item 1605, as amended), the Act of 10 May 2018 on the Protection of Personal Data (i.e. Journal of Laws of 2019, item 1781, as amended), the Act of 2 March 2020 on special solutions related to the prevention, counteracting and combating of COVID-19, other infectious diseases, and the provisions of the Act of 23 April 1964 – the Civil Code (i.e. Journal of Laws of 2024, item 1061, as amended).
 8. This Agreement has been drawn up in writing on the terms set out in Articles 78 and 781 of the Civil Code, i.e. provided by authorized representatives of both Parties with qualified signatures or

⁴ Arbitration at the General Counsel to the Republic of Poland – website address <https://sp.prokuratoria.gov.pl/>



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handwritten signatures in two (2) identical copies, one (1) for each of the Parties, subject to section 9 above.

9. The Parties agree that in the event of concluding this Agreement in electronic form by means of a qualified electronic signature, the electronic document created in this way constitutes a certificate that the Parties have unanimously made the declarations of will contained therein, and the date of conclusion is the date of submission of the last (later) declaration of will on its conclusion by authorized representatives of each of the Parties.

Appendices to the Agreement:

Appendix No. 1 - Handover and acceptance protocol – confirmation of the performance of a given part/whole of the training service,*

Appendix No. 2 – Rules for entrusting the processing of personal data,

.

Contracting authority:

Executor:

.....

.....



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Appendix No. 1 to the Agreement

Krakow,

/organizational unit/
Jagiellonian University

CONFIRMATION OF THE PERFORMANCE OF A GIVEN PART / WHOLE * OF THE TRAINING SERVICE

constituting the subject of Agreement No. 80.272.246.2024, implemented as part of the project "Key to the future - Comprehensive programme for the development of education for the needs of key industries of the Jagiellonian University" (Agreement for co-financing of the project under the EUROPEAN FUNDS FOR SOCIAL DEVELOPMENT PROGRAMME 2021-2027 (Agreement No.: FERS.01.05-IP.08-0038/23-00)).

Artist Name	<i>(name, address, NIP of the training service provider)</i>
Name of the training service Number of teaching hours (1 teaching hour = 45 minutes)	

Arrangements for the acceptance of a given part of the subject of the Contract:

I. A given part of the service / Service was performed in accordance with the Agreement No. r.: YES/NO*

II. Reservations regarding the receipt of a given part of the subject of the Contract: YES/NO*

.....

Signature of the representative of the Jagiellonian University	
Signature of the Contractor's representative	

**delete as appropriate*

**RULES FOR ENTRUSTING THE PROCESSING OF PERSONAL DATA,
hereinafter referred to as the "Rules"**

§ 1

Entrusting the processing of personal data

1. The Contracting Authority entrusts the Contractor with the procedure pursuant to Article 28 of 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 – Journal of Laws of the Republic of Poland). UE L 2016 No. 119, p. 1), hereinafter referred to as the "**Regulation**", the processing of personal data.
2. The Contracting Authority declares that within the meaning of the Regulation it is the administrator of the personal data set under the name: *employees of the Jagiellonian University, ordinary data*.
3. The Ordering Party entrusts the Contractor with personal data from the above-mentioned set, to the extent specified in these Rules, and instructs the Contractor to process them.
4. The Contractor declares that it professionally deals with the activities covered by the scope of the Contract and guarantees that it has the appropriate knowledge, credibility and resources for its implementation.
5. In connection with the performance of obligations under the Rules, neither Party is entitled to additional remuneration.

§ 2

Scope and purpose of data processing

1. The Contractor will process the following Data:
 - a) name and surname,
 - b) telephone number
 - c) Your email addresshereinafter referred to as "**Data**".
2. The Data entrusted by the Ordering Party will be processed by the Contractor only in connection with and for the purpose of performing the Agreement and in a manner consistent with the Principles.
3. The data will be processed by the Contractor using IT systems or in a traditional (paper) version, only for the purpose of proper performance of the Contract.
4. The Contractor is entitled to perform only such operations on the Data that are necessary for the proper and proper performance of the Agreement, and in particular to: collect, record, organize, organize, store, adapt or modify, download, view, use, disclose by sending, disseminating or otherwise making available, aligning or combining, restricting, deleting or destroying.

§ 3

How the Rules are implemented

1. In each case, the Contractor will process the Data only in accordance with the law, the Principles and good practices applied in the field of personal data protection. The Parties shall understand the provisions of law as all acts of national and European law binding the Ordering Party and the Contractor now or in the future, including their possible changes that will occur during the term of this Agreement, hereinafter referred to as "**Legal Acts**".

2. The Contractor declares that it keeps a register of categories of processing activities and has appropriate means, including appropriate safeguards, enabling the processing of Data in accordance with the Regulation. The Contractor undertakes, when processing the entrusted Data, to secure them by taking technical and organizational measures referred to in Article 32 of the Regulation, ensuring an adequate level of security corresponding to the risk associated with the processing of Data, in particular resulting from accidental or unlawful destruction, loss, modification, unauthorized disclosure or unauthorized access to the transmitted Data, stored or otherwise processed.
3. The Contractor will only allow persons to process the Data who:
 - 1) have been trained by the Contractor in the subject of personal data protection;
 - 2) have individual authorizations to process Data granted by the Contractor;
 - 3) undertook in writing to comply with the principles of personal data protection, including indefinite confidentiality of the content of the Data, as well as the methods of securing it, and declared that they are familiar with the applicable law.

§ 4

Contractor's Obligations

1. The Contractor undertakes to process the Data only for the purpose and to the extent specified in the Principles.
2. The Contractor will keep records of persons authorized to process the Data, including those who have access to the IT systems in which the Data is processed.
3. The Contractor undertakes not to disclose information about the Data to unauthorized persons, in particular about the protection measures and safeguards applied to the Data by the Contractor or the Ordering Party.
4. If necessary, the Employer may issue detailed recommendations to the Contractor regarding the processing of Data in accordance with the Principles, in particular regarding the protection of Data, and the Contractor ~~will take in consideration is obliged to immediately comply with~~ the recommendations of the Employer.
5. As far as possible, the Contractor will provide assistance to the Ordering Party to the extent necessary to respond to the requests of the data subject and to comply with the obligations set out in Articles 32-36 of the Regulation.
6. The Contractor undertakes to:
 - 1) provide the Ordering Party, at each of its requests, with all information necessary to demonstrate the fulfilment of the Contractor's obligations under the Legal Acts, within 7 (seven) days from the date of receipt of the request;
 - 2) prompt, effective information to the Ordering Party about:
 - a) each case of a Data protection breach, i.e. any situations constituting a violation of Legal Acts or Principles, in particular those that may result in the liability of the Ordering Party or the Contractor under the Legal Acts (including breach of Data secrecy or their improper use), but no later than within 24 hours of the occurrence of a given event. The notification should be made by e-mail, the e-mail address of the Ordering Party and describe the nature of the breach and the categories of data to which the breach relates,
 - b) any legally authorized request to make the Data available to the competent public authority,
 - c) any request received directly from the person whose data he processes within the scope of the processing of his Data, at the same time refraining from responding to the request, unless he is authorized to do so by the Ordering Party,
 - d) any proceedings, in particular administrative or court, concerning the processing of Data,
 - e) any administrative decision or ruling regarding the processing of Data addressed to the Contractor, as well as any planned, if known, or ongoing inspections and inspections regarding the processing of Data, in particular conducted by the President of the Office for Personal Data Protection.

7. The Contractor shall enable the authorized representatives of the Ordering Party to carry out an audit (inspection) check the state of data protection and security during the Contractor's working hours, in terms of compliance of the processing with the Legal Acts and the provisions of the Rules.
8. The Contractor is obliged to cooperate with the Employer's representatives in the verification activities referred to in paragraph 7.
9. The Contractor shall provide the Contracting Authority with all information necessary to demonstrate compliance with the obligations set out in Article 28 of the Regulation.
10. The Contractor undertakes to inform its employees about the obligations arising from the Legal Acts and the Rules.

§ 5

Multi-level entrustment

1. The Contractor may entrust the Data for further processing to another processor only after obtaining the prior written consent of the Ordering Party.
2. The Contractor's subcontractor must meet the same warranties and obligations that are imposed on the Contractor in order to perform the Rules.
3. The Contractor shall be fully liable to the Employer for failure to comply with the obligations incumbent on the subcontractor.
4. The transfer of the entrusted Data to a third country or an international organization may take place only at the written request of the Ordering Party. If the Contractor has such a legal obligation, the Contractor shall notify the Ordering Party about it before the commencement of processing.

§ 6

Obligations and rights of the Ordering Party

1. The Ordering Party undertakes to inform the Contractor of the intention to conduct an audit or inspection in writing (electronic version allowed) at least 7 (seven) working days before the planned date of such inspection. The Ordering Party shall make every effort to ensure that the activities performed as part of the audit or inspection do not interfere with the Contractor's operations and do not violate the technical and organizational measures adopted by the Contractor for the processing of Data, including in particular the Data Protection Policy, and this reservation may not constitute an effective basis for restricting the Employer's access to the Data entrusted to the Contractor to the extent indicated in § 2 section 1 of the Rules.
2. Representatives of the Ordering Party authorized in writing are entitled to enter the premises where the Data is processed and to request information from the Contractor regarding the course of Data processing.
3. At the end of the inspections referred to in paragraph 1, the representative of the Ordering Party draws up a report in 2 copies, which is signed by representatives of both Parties. The Contractor may raise objections to the protocol within 5 working days from the date of its signing by the Parties. The Contractor undertakes to comply with the post-inspection recommendations aimed at removing shortcomings and improving the security of Data processing within the time limit set by the Ordering Party.

§ 7

Contractor's liability

- ~~1. The Contractor shall be fully liable for any damage to the Ordering Party or other entities and persons resulting from the processing of Data:
a) — contrary to the Regulation or other Legal Acts to the extent applicable to the Processor, or
b) — contrary to the Rules, or
c) — without a lawful instruction from the Ordering Party or against such an instruction.~~
- ~~2. To the extent that, in accordance with the Regulation, the Ordering Party and the Contractor are liable for the damage to the data subject, their liability towards this person is joint and several.~~

§ 8

Term of the Policy and conditions of termination of cooperation

1. The Contractor processes the Data on the basis of the Rules for a definite period of time, i.e. for the duration of the Agreement.
2. The Ordering Party has the right to terminate the Agreement without notice if:
 - 1) The Contractor used the Data in a manner inconsistent with the Principles, in particular made the Data available to unauthorized persons,
 - 2) The Contractor entrusted the processing of the Data to a subcontractor without the prior consent of the Ordering Party or did not inform the Ordering Party about the transfer of the Data to a third country or an international organization,
 - 3) as a result of the inspection carried out by the competent authority, it was found that the Contractor processes the Data in violation of the Legal Acts and the Contractor has not stopped improper processing of the Data,
 - 4) the Ordering Party found irregularities in the processing of Data or violation of the Rules, and the Contractor did not remove the deficiencies within the time limit set by the Ordering Party,
 - 5) The Contractor shall notify of its inability to continue to perform the Rules, and in particular of its failure to meet the requirements set out in § 3.
3. Termination of the processing of Data on the basis of the Principles by the University is tantamount to termination of the Agreement on the terms provided for therein.
4. Upon expiration or termination of the Agreement, the Contractor shall immediately return to the Ordering Party all materials or media with Data that remain at its and its subcontractors' disposal and shall take appropriate measures to eliminate the possibility of further processing of the Data, and shall delete the Data in a manner that makes it impossible to recreate them from any data carriers owned by it and its subcontractors (including backup copies), subject to paragraph 5.
5. In the event that Union law or the law of a Member State requires the Contractor or subcontractor to store the Data for the period specified in these regulations, the Contractor or subcontractor shall be entitled to store the Data only to the extent necessary to comply with this legal obligation.
6. The return referred to in paragraph 4 shall be made on the basis of a return report drawn up by the Parties in two (2) identical copies, signed by their authorized representatives. The protocol shall record whether, to what extent and for what period the applicable provisions of law require the Contractor to store the Data.

§ 9

Final provisions

1. In matters not regulated by the Rules, the relevant provisions of generally applicable law shall apply, including the provisions of the Civil Code and the Regulation, as well as other provisions concerning the protection of personal data.
2. Any changes to the Rules must be made in writing under pain of nullity.
3. If one or more provisions of the Policy are or become invalid or unenforceable, this does not affect the validity or effectiveness of the remaining provisions of the Policy. Upon becoming aware of the invalidity of any provisions of the Rules, the Parties shall immediately draw up a written annex to the Agreement, which shall repeal the defective provisions and, if necessary, replace them with new ones.
4. The Parties shall seek to resolve any disputes, misunderstandings or claims arising or arising in connection with the performance of the Rules amicably. If an amicable settlement is not reached, any disputes arising from the Rules will be resolved by a common court with jurisdiction over the seat of the University.