

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

**Model Contract no. ....**

concluded on ..... by:

**University of Wrocław** with headquarters in Wrocław (postal code: 50-137) pl. Uniwersytecki 1, identification number NIP PL:896-000-54-08, REGON:000001301 (EU VAT PL 89600 05408),

which represents:

.....

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

and between

*(Physical Entity)*

Name and Surname .....residing

at..... acting as an entrepreneur under the name

.....address of activity ..... registered in the

Central Register and Information on Business Activity

NIP.....REGON.....

*(Physical Entity)*

Name .....registered office.....address.....

registered with 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 "**Contractor**" or "**Party**"

hereinafter referred to collectively as the "**Parties**" with the following content,

hereinafter referred to as the "**Contract**"

The Contract has been concluded as a result of the selection of the Contractor in the basic non-negotiated public procurement procedure pursuant to Article 275, point 1 of the Act of 11 September 2019 of the Public Procurement Law (i.e., Journal of Laws of 2023, item 1605, as amended) - hereinafter referred to as "Public Procurement Law" entitled „Dostawa systemu sensorów do bezinwazyjnego monitorowania wzrostu mikroorganizmów w czasie rzeczywistym" ("Supply of a sensor system for non-invasive real-time monitoring of microbial growth").

Procedure number **BZP.2710.53.2024.DKP**.

## § 1

1. The object of the Contract is the **supply of a sensor system for non-invasive real-time monitoring of microbial growth**, together with the contribution, installation, commissioning, connection and training in the operation of the device, also referred to as "Equipment".
1. The object of this contract is specified in the description of the object of the contract - **Appendix no. 1** to the contract and the Contractor's offer - **Appendix no. 2** to this contract, which are an integral part of this contract.
2. Object of the contract includes:
  - delivering at the expense and risk of the Contractor of the Equipment to the premises of **the Department of Molecular Microbiology, Faculty of Biotechnology; University of Wrocław; Joliot-Curie 14a; 50-383 Wrocław;**
  - unloading and bringing to the place indicated by the Ordering Party;
  - installation and commissioning of the Equipment;
  - providing complete documentation of the Equipment in hard copy in Polish or English;
  - preparing and conducting training in the use of the equipment for persons designated by the Ordering Party, within 2 weeks of delivery of the equipment in an online format.
  - providing warranty service and other benefits under the terms and conditions described in § 6 of the Contract.
3. The Contractor declares that the supplied Equipment is new (unused), non-exhibited, has no physical or legal defects and is not subject to third-party rights and is authorised for marketing in the territory of the European Union, meets all applicable legal standards of safety of the European Union (CE certificate), and the performance of all services under the Contract will be carried out with diligence determined taking into account the professional nature of the Contractor's business.
4. The Contractor declares that he/she is authorised and has the necessary qualifications and capabilities to fully implement the Object of the contract.
5. The Contractor shall ensure (at its expense and risk) that: installation, commissioning, warranty servicing of the offered Object of contract will be provided by an entity authorised by the manufacturer of the Equipment. In addition, the Contractor declares that the Equipment supplied to the Ordering Party and the materials used in any work of the above shall be sourced directly from the manufacturer or from official, legal and manufacturer-authorized distribution channels.
6. The Contractor undertakes to secure safe internal transportation during the entire performance of the Object of the contract. In the event that it is necessary to adjust the type of transport, remove terrain obstacles during transport and installation and installation of the Object of the contract, the Contractor undertakes to carry out such activities at his own expense including restoration of roads, corridors, rooms to their original state.

## § 2

1. The Parties declare that they will cooperate in the execution of this Contract for the proper implementation of the Object of the contract, in particular, the Contractor undertakes to inform the Ordering Party about the course of performance of the Object of the contract, with the understanding that the Contractor shall inform the Ordering Party immediately about any difficulties and obstacles in this regard in writing by e-mail, and in an emergency - also verbally or by telephone, in accordance with section 3.

2. The Parties agree to cooperate in resolving any disputed situations during the period of execution of the Contract.
3. Each Party is obliged to notify the other Party of any change in any data that would prevent due cooperation between the Parties. In particular, this applies to changes in delivery address, telephone numbers, e-mail addresses and bank accounts. A change of contact details does not require an appendix to the Contract, but only a written notification to the other Party of the change. The change of the above data, in case of omission of notification of the change, shall not cause negative consequences for the other Party, in particular, correspondence sent to the previous address will be considered as effectively delivered.
4. The Contractor shall immediately notify the Ordering Party of changes in the legal form of the business, the commencement of liquidation or restructuring proceedings and other events that may affect the performance of the Contract.
5. The person representing the Ordering Party in contacts with respect to the execution of the Contract is Ms/Mr....., tel ..., email ... .
6. The person representing the Contractor in contacts with respect to the execution of the Contract is Ms/Mr ..., tel. ..., email ...
7. The parties are entitled to change the persons referred to in sections 5 - 6.
8. Changes to the persons referred to in sections 5 - 6 shall be made by notifying the other Party in writing at least 5 days prior to the change, with the name, business telephone number and business e-mail address of the person replacing one of the persons referred to in sections 5 - 6.
9. The change of persons referred to in sections 5 -6 does not require an annex to the Contract.

**§ 3**

1. For the object of the contract specified in § 1, the Parties agree on the contractual remuneration specified in the Contractor’s offer in the amount of:  
 Net value: .....  
 EURO/PLN\*,  
 plus applicable VAT ..... in the amount of: ..... EURO/PLN \*\*,  
 total gross wages: ..... EURO/PLN \*\*

\* applies to Contractor from outside Poland - the value of the remuneration does not include taxes and customs duties;

Any bank charges occurring on the part of the Ordering Party’s bank shall be covered by the Ordering Party, any bank charges occurring on the part of the Contractor’s bank shall be covered by the Contractor Currency in accordance with the Contractor’s Offer attached as Appendix No. 2 to the Contract;

\*\* applies to Contractor from Poland;

- in accordance with the Contractor’s Offer attached hereto as Appendix No. 2.
2. The gross remuneration for the Object of the contract, as specified in section 1 above, includes all costs associated with the performance of the Object of the contract, in particular:
    - 1) The cost of manufacturing or acquiring from the manufacturer the Object of the contract together with its appurtenances, within the meaning of Article 51 of the Civil Code, that is, all other movables needed for the use of the Object of the contract in accordance with its purpose, if they remain with it in a factual relationship corresponding to that purpose,

- 2) costs of delivery, transportation, insurance, bringing, assembly, installation, commissioning of the Object of the contract, performance of tests;
  - 3) license and copyright fees, customs fees,
  - 4) training of the Ordering Party's personnel in accordance with the requirements formulated in the Contract,
  - 5) 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 of the Civil Code.
3. The net amount set forth in section 1 is not subject to change.
  4. The Ordering Party shall not grant advance payments.

#### **§ 4**

1. The Ordering Party undertakes to pay the Contractor for the Object of the contract the gross remuneration referred to respectively in §3 section 1 by bank transfer up to **30 days** from the date of receipt of a correctly issued invoice to the Contractor's bank account ..... confirmed on the invoice.
2. The date of payment of the Contractor's remuneration referred to in § 3 section 1, respectively, shall be considered by the Parties as the date on which the Ordering Party's bank account is debited.
3. The basis for issuing an invoice by the Contractor is the delivery and acceptance protocol (**Appendix no. 3 to the contract**) signed by the parties without comments, approved by an authorised representative of the Ordering Party.
4. The Ordering Party reserves the right to pay the remuneration due for the performance of the Contract under the split payment mechanism provided for in the provisions of the Value Added Tax Act.
5. The Contractor declares that the bank account indicated in the Contract and confirmed in the invoice:
  - 1) is an account that allows payment under the split payment mechanism referred to in section 4 above, as well as
  - 2) is an account included in the electronic list of entities maintained as of 1 September 2019 by the Head of the National Revenue Administration, as referred to in the Value Added Tax Act.
6. In the event that the Contractor's bank account does not meet the conditions set forth in section 5 above, the delay in making payment within the period specified in the Contract, resulting from the Ordering Party's inability to make payment of remuneration using the split payment mechanism or to make payment to the account included in the List, shall not constitute grounds for the Contractor to claim any interest from the Ordering Party, as well as any other compensation.
7. The Contractor may not assign the amount due under this contract to a third party without the written consent of the Contracting Party.
8. The Contractor may not assign the rights and obligations under the contract to third parties without the written consent of the Ordering Party.
9. According to the Act of 9 November 2018 on 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 an electronic invoicing platform. The Ordering Party's account number (NIP) can be found on the platform.
10. The Contractor undertakes to include on the invoice and billing documents:  
Data and address of the Ordering Party:  
University of Wrocław

Pl. Uniwersytecki 1

50-137 Wrocław

Contract record number assigned by the Ordering Party.

11. Invoices issued incorrectly, prematurely, groundlessly, do not give rise to an obligation to pay on the part of the Ordering Party.
12. In case of late payment of invoices, the Contractor shall be entitled to charge interest at the statutory rate.

## § 5

1. The Object of the contract is to be delivered within ..... **days** (the date in accordance with the submitted offer) from the conclusion of the Contract to the address indicated by the Ordering Party.
7. Training of persons designated by the Ordering Party in the operation of the Equipment will take place after installation of the Equipment at the Ordering Party's premises in the target room in Department of Molecular Microbiology, Faculty of Biotechnology; University of Wrocław; Joliot-Curie 14a; 50-383 Wrocław. Training of the persons indicated by the Ordering Party (employees and doctoral students of the University of Wrocław) within 2 weeks from the delivery of the equipment in an on-line form.
2. The place to carry out the delivery of equipment is: **Department of Molecular Microbiology, Faculty of Biotechnology; University of Wrocław; Joliot-Curie 14a; 50-383 Wrocław.**
3. Delivery will take place from 9:00 am to 3:00 pm.
4. 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 verify the completeness and correctness of the object of the contract, its compliance with the Terms of Reference, the offer and the contract, the technical efficiency of the elements of the object of the contract and its possession of all required functionalities and the compliance of the number placed on the object of the contract with the provisions in the warranty card.
5. During the course of the acceptance activities, the Contractor will demonstrate the use of the object of the contract.
6. In the course of acceptance of the object of the contract, the Contractor shall issue the following documentation to the Ordering Party:
  - a) operating instructions for the object of the contract and service documentation in Polish or English for all offered equipment,
  - b) warranty card for the object of the contract or other documents confirming the warranty and the necessary data to allow servicing the object of the contract, after the expiration of the warranty period, also to other entities than the Contractor;
  - c) certificates in Polish or English for all equipment constituting the object of the contract, as well as other documents required by generally applicable law and/or required by the Ordering Party, including the CE certificate.
7. The Ordering Party allows the submission of the documents listed in section 7 in electronic form or the Contractor's provision of a website with links/addresses where the required documents in question will be available.
8. Delivery will be made after prior notification - at least 24 hours before delivery. Announcement means notification of the Ordering Party by the Contractor via email about the date and time frame of delivery. Acceptance will take place by protocol with the participation of persons authorised by the Parties.
9. 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.
10. In the event of refusal to accept the object of the Contract, in particular due to defects, no acceptance protocol is drawn up and the Ordering Party provides the Contractor with a signed statement indicating reservations. The Ordering Party may grant the Contractor an additional period of time to deliver the object of the contract free of defects, without the Ordering Party incurring any additional costs on this account. Acceptance of the object of the Contract in accordance with the provisions of the Contract shall not release the Contractor from claims under the warranty or quality guarantee.
  11. The person authorised to sign the acceptance protocol on behalf of the Ordering Party is:  
 ..... , tel. +48 ..... , email: .....
  12. The date of delivery shall be considered the date on which the delivered object of the contract has been handed over, installed and put into operation by the Contractor, and training has been provided from it. Ownership of the Equipment shall pass to the Ordering Party upon the signing of the Contract and Delivery Protocol by the parties without comments.
  13. Until the acceptance of the object of the contract by the Ordering Party, all risks associated with it, in particular the risk of loss and damage to the object of the contract rests with the Contractor.

## § 6

1. The Contractor shall provide the Ordering Party with a warranty for the subject matter of the Contract for a period of **24 months** on the terms and conditions specified in the Contract and also, if the provisions of the Contract do not provide otherwise, in the provisions of the Article 577 of the Civil Code. Liability under the quality guarantee shall cover both defects arising from causes inherent in the object of the contract at the time of acceptance by the Ordering Party and any other physical defects arising from causes for which the Contractor is responsible, provided that such defects become apparent within the warranty period. The warranty covers the replacement of all non-wearable parts, as well as labor and service access.
2. The warranty period begins from the date the Parties sign the acceptance protocol (Appendix No. 3).
3. The Ordering Party shall be entitled to report defects, faults and other damages to the object of the Contract by e-mail to the e-mail address: ..... (indicated by the Contractor after selection of the offer).
4. The response time to a defect report - the appearance of a service technician at the end-user's premises or the performance of a remote diagnostic call via a computer network to proceed with immediate repair of the defect - will be within no more than 72 hours of the defect report.
5. Warranty repair will be performed within no more than 21 days counting from the date of notification (by e-mail) referred to in section 3. In the case of damage requiring the return of the defective object of the Contract/element of the Object of the Contract to the manufacturer's premises or requiring the obtaining of the element/component of the Object of the Contract from outside the country belonging to the European Union, the warranty repair will be carried out within the time limit specified by the Parties.
6. If the warranty service, due to technical reasons, cannot be performed at the Ordering Party's premises, the Contractor shall, at his own expense, collect and, after the

service, deliver to the Ordering Party's premises the serviced Object of contract/element of the Object of contract.

7. The warranty is automatically extended by the repair period.
8. The number of warranty repairs entitling to replacement of the component of the Object of the contract with a new one is 2 repairs of the same component.
9. If the Contractor, having been called upon to replace the object of the Contract/element of the object of the Contract or to remove defects, fails to fulfill the obligation to replace the object of the Contract/element of the object of the Contract with one free of defects or to remove defects by way of repair within the time limit agreed by the Parties pursuant to section 5 above, the Ordering Party shall be entitled to remove the defects by way of repair at the risk and expense of the Contractor while retaining its other rights under the Contract.
10. Loss of warranty rights will occur as a result of improper handling, carrying out repairs by unauthorised persons, subject to section 9.
11. In order to maintain the Equipment in full working order, the Contractor, within the scope of the warranty, guarantees once a year an inspection with maintenance in the form accepted by the manufacturer and a comprehensive inspection of the Equipment - with the last inspection to take place one month before the expiration of the warranty period.
12. Provide warranty and post-warranty service throughout the country and the European Union.

#### **§ 7**

1. The contractor shall be liable under the warranty for a period of **24 months**.
2. The period of the Contractor's liability under the warranty shall commence on the date of commencement of the warranty period.
3. If the Ordering Party is forced to release any part of the object of the Contract to a third party, the Contractor shall be obligated to return the entire remuneration received, as referred to in § 3.1 of this Contract, regardless of other provisions of this Contract.
4. The Contractor may not refuse to remove defects at his/her own expense regardless of the amount.
5. The Contractor undertakes to the Ordering Party to meet all claims for improper performance of the object of the Contract.
6. The warranty and guarantee provided shall be without prejudice to the Ordering Party's right to pursue claims for damages in full amount under the rules set forth in the Civil Code.
7. The Contractor may not transfer rights and obligations under the warranty 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 submitted offer, the Contractor will implement the object of the contract independently/part of the Contract covering:.....<sup>1</sup> The Contractor will implement with the help of a Subcontractor.
2. The Contractor shall be liable for all acts and omissions of subcontractors it has engaged to perform parts of the Contract as for its own.

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

3. The Contractor declares that in the case of execution of the object of the Contract with the help of a Subcontractor, the subcontracting contract does not contain provisions shaping the rights and obligations of the Subcontractor, in terms of contractual penalties and provisions concerning the conditions of payment of remuneration, in a manner less favourable for it than the rights and obligations of the Contractor shaped by the provisions of the contract concluded between the Ordering Party and the Contractor.
4. If the change or resignation of a subcontractor relates to an entity on whose resources the Contractor relied, under the terms of Article 118, section 1 of the Public Procurement Law, to prove compliance with the conditions for participation in the proceedings, the Contractor is obliged to prove to the Contracting Authority that the proposed other subcontractor or the Contractor independently meets them to a degree not less than that of the subcontractor on whose resources the Contractor relied during the procurement procedure.

### **§ 9**

1. In the event of non-performance or improper performance of the Contract, the Contracting Authority shall have the right to charge the following liquidated damages:
  - 1) In the event of a delay in the delivery of the object of the Contract beyond the date specified in § 5 section 1, the Contractor shall 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 continues for more than 30 days, the Contracting Authority has the right to withdraw from the Contract for reasons attributable to the Contractor;
  - 2) If the Contractor fails to meet the agreed deadline in the performance of warranty services, including, in particular, for delay in repairing the object of the Contract or repairing/replacing any part of it, it will be charged by the Ordering Party with contractual penalties 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 continues for more than 30 days, the Ordering Party has the right to withdraw from the Contract for reasons attributable to the Contractor;
  - 3) In the event of withdrawal from the Contract by the Ordering Party for reasons attributable to the Contractor, the Contractor shall pay to 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 in the amount of 10% of the gross remuneration indicated in § 3 section 1 of the Contract;
2. The maximum amount of contractual penalties that may be claimed by the Ordering Party may not exceed 20% of the gross remuneration specified in § 3 section 1 of the Contract.
3. If the Ordering Party fails to make payment by the agreed date, the Contractor shall have the right to demand payment of default interest at the statutory rate.
4. The parties agree that payment of the contractual penalty shall be made on the basis of an accounting note issued by the Ordering Party, which the Contractor shall be obliged to pay within 14 days from the date of its receipt to the account indicated in the accounting note. In the event of non-payment of the aforementioned accounting note by the due date, the Ordering Party reserves the right to deduct the accrued



contractual penalties from the Contractor's receivables for completion of the object of the Contract, taking into account the provisions of the Polish Civil Code.

5. If the contractual penalty does not cover the damage actually suffered, the Ordering Party reserves the right to seek supplementary compensation under the general rules up to the amount of damage actually suffered.

#### **§ 10**

1. In addition to the events listed in the Civil Code, the Public Procurement Law and the events listed in the preceding paragraphs of this Contract, the Ordering Party shall have the right to withdraw from the Contract within 10 days from the date on which the deadline set in the written request to remove violations has expired without effect (with the deadline set for the removal of violations not being shorter than 5 calendar days), if the Contractor violates the provisions of this Contract in particular:
  - 1) if the Contractor performs its 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 the calculation of the contractual penalty referred to in § 9 section 1, does not properly fulfill its obligations,
  - 3) if the Contractor, for unreasonable reasons, fails to perform this in particular:
    - a) when the delay in the delivery date specified in § 5 section 1 of the contract will last more than 30 days;
    - b) when the delay in the deadline for removal of defects during the warranty period, as specified in § 6 section 5 of the Contract will last longer than 30 days
  - 4) when the sum 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 claim only the remuneration due for the performance of a part of the Contract.
3. Withdrawal from the contract shall be in writing under pain of nullity.
4. Withdrawal from the Contract by the Ordering Party, regardless of the grounds for withdrawal, shall not cause the Contract to lose its force with respect to the provisions concerning the Contractor's liability and the provisions concerning contractual penalties that have accrued up to the date of withdrawal from the Contract or that have been reserved in the event of withdrawal from the Contract.
5. The Parties acknowledge that the withdrawal from the Contract has an effect in relation to the Contractor's unperformed part of the Contract, which means that the Contract will remain in force between the Parties to the extent of the activities performed by the Contractor until the withdrawal from the Contract.
6. In the event of withdrawal from the Contract, the provisions of this Contract regarding the warranty period and warranty for defects shall apply to deliveries that have been made up to the date of withdrawal from the Contract by the Ordering Party and accepted by the Ordering Party.

#### **§ 11**

1. The Parties shall not be liable for non-performance or improper performance of their obligations under the Contract if such non-performance or improper performance arose due to circumstances of Force Majeure.
2. The term of performance will be suspended for the duration of the force majeure and will continue to run after its cessation.
3. Force majeure shall mean an event beyond the control of a Party, occurring after the signing of the Contract, unforeseeable, extraordinary, preventing or hindering the

performance by one of the Parties of its obligations. By force majeure, the Parties understand external circumstances which, despite exercising due diligence and taking all measures, to the normal extent, cannot be foreseen by the Parties and which the Parties cannot prevent or oppose effectively, in particular: war, including: civil war, riots, unrest and acts of sabotage; terrorist attack, hostilities on the territory of Poland's neighboring countries, natural disasters such as severe storms, hurricanes, earthquakes, floods, destruction by lightning and a state of epidemics, pandemics, explosions, fire, destruction of machinery or installations of any kind, new legislation or administrative decisions affecting the performance of the object of the contract.

4. In the event of Force Majeure, the affected Party shall promptly notify the other Party in writing of the occurrence and reasons for the Force Majeure. If the performance of the Contractor's or the Ordering Party's obligations under the Contract is delayed due to the occurrence of Force Majeure, the performance deadlines established in the Contract may be extended for a reasonable period of time with the written consent of the Parties. Neither Party shall be liable for failure or delay in performance of its obligations under the Contract due to the occurrence of Force Majeure. Non-performance of obligations by the Party affected by the Force Majeure shall relieve the other Party from its mutual obligations for the duration of the impediment.

## **§ 12**

1. The Ordering Party allows 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 such changes by allowing changes to the Contract in the form of a written annex concerning in particular:
  - 1) changes to the contract completion date in the following situations:
    - a) when the necessity of the change is caused by the occurrence of circumstances not attributable to the Contractor, which could not have been foreseen with due diligence at the time of the conclusion of the Contract, and which prevent the proper execution of the object of the Contract within the time limits specified in the Contract, in particular as a result of the occurrence of Force Majeure, as referred to in § 11 of the Contract,
    - b) for reasons attributable to the Ordering Party,
  - 2) changes resulting from changes in generally applicable law to the extent affecting the performance of the object of the Contract,
  - 3) resignation from the Subcontractor or change of the Subcontractor, however, if the change or resignation of the Subcontractor relates to the entity on whose resources the Contractor relied, according to the principles specified in Article 118 section 1 of the Public Procurement Law, in order to prove fulfillment of the conditions for participation in the proceedings, the Contractor is obliged to prove to the Ordering Party that the proposed other Subcontractor or the Contractor independently fulfills them to a degree not less than the Subcontractor on whose resources the

Contractor relied during the procurement procedure. The provision of Article 122 of the Public Procurement Law shall apply accordingly,

- 4) changes to the Contractor under the terms of Article 455, section 1, point 2, letter b) of the Public Procurement Law,
  - 5) changes in the quality or other parameters of the object of the contract (including software) offered in the Offer, such change must be caused by:
    - a) unavailability of the Equipment resulting from discontinuation of production or withdrawal from the market;
    - b) appearance on the market of products with better parameters, newer generation allowing, in particular, to save the cost of implementation of the object of the Contract or the cost of operating the object of the Contract;- provided that the changes indicated letters a) - b) above will not increase the remuneration;
  - 6) change of the Contractor's bank account.
2. Any Party to the Contract may request the change referred to in section 1 points 1) - 6) by submitting a written request justifying the circumstances related to the occurrence of the change affecting the due performance of the Contract.
  3. Any of the Parties to the Contract may require additional statements or documents proving the effect of the circumstances connected with the change referred to in section 1 above on the proper performance of the Contract.
  4. The Party of the Contract shall, on the basis of the receipt of the request referred to in section 2 above, communicate its position to the other Party within 10 days of receipt. If the Party of the Contract has received further statements or documents, the time limit shall be calculated from the date of receipt.
  5. The Ordering Party may not agree to the Contractor's proposed change. At the same time, the possibility of making changes shall not constitute an obligation on the part of the Ordering Party to give such consent, nor shall it constitute grounds for a claim by the Contractor to make such changes.
  6. Amendment of the Contract made in breach of the above rules shall be null and void.
  7. Updating the details of the Parties through a change of name, change of registered office address shall not constitute an amendment to the Contract requiring an annex.

### **§ 13**

1. Any personal data obtained by the Parties in connection with this contract will be processed solely for the purpose of performing the contract and will be protected by the parties from unauthorised access, in accordance with the applicable data protection legislation - Regulation of the European Parliament and of the Council (EU) of 27 April 2016 on the protection of natural persons in connection with the processing of personal data and on the free movement of such data and repealing Directive 95/96/EC (General Data Protection Regulation).
2. The Parties, as Personal Data Administrators, declare that they have put in place appropriate technical and organisational measures so that the processing is carried out in accordance with the provisions of the GDPR.
3. The Parties shall process the data of persons representing the other Party and the data of persons involved in the execution of this contract only for the purpose and for the period of time necessary for the execution of the contract and the assertion of claims arising therefrom.
4. The Parties undertake to perform the information obligation set forth in Article 14 of the GDPR to the persons referred to in section 3 on behalf of the other Party.

5. The Contractor undertakes to indemnify the Ordering Party (as data controller) for any damage caused to the Ordering Party as a result of a personal data breach due to the fault of the Contractor. In particular, it undertakes to pay the costs of litigation and legal representation incurred by the Ordering Party, as well as damages to the person affected by the infringement.
6. The information clause for contractors, their representatives and persons involved in the performance of the contract is available on the University of Wrocław website: <https://uwr.edu.pl/wp-content/uploads/2022/09/klauzula-rodo-art-13.docx> and <https://uwr.edu.pl/wp-content/uploads/2022/09/klauzula-rodo-art-14.docx>.

#### **§ 14**

1. Any changes to this Contract shall be in the form of a written annex under pain of nullity.
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 in the performance of the provisions of the Contract shall be submitted by the Parties to the common courts having jurisdiction over the Ordering Party's seat.
4. This Contract shall be governed by Polish law.
5. The invalidity or ineffectiveness of any provision of this Contract shall not affect the validity and effectiveness of the remaining provisions. The invalid, ineffective or missing provision shall be replaced or supplemented by a corresponding new provision, the economic purpose of which shall 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 in good faith on its content, assuming that the remuneration for the performance of the object of the contract will not change.
6. This Contract has been drawn up in three counterparts, two copies for the Ordering Party and one copy for the Contractor (in the case of a written Contract).
7. The date of conclusion of the Contract shall be the date of signature by the last of the Parties.
8. The integral appendices to this Contract are:
  - 1) Appendix no. 1 - Description of the Object of the ordinance
  - 2) Appendix no. 2 - Contractor's offer
  - 3) Appendix no. 3 - acceptance and delivery protocol

ORDERING PARTY

CONTRACTOR

.....

.....

**ACCEPTANCE AND DELIVERY PROTOCOL**

The object of delivery and acceptance under contract no. .... of ..... is:

N o.	Name of the object of delivery	Quantity	Serial no.	Value	Comments

**Place of the acceptance:**

.....

**Date of acceptance:**.....

On time/not on time\*

**On the part of the Contractor:**

.....

(name and address)

.....

(name and surname of authorised person)

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

.....

(name and address)

.....

(name and surname of authorised person)

.....

(name and surname of authorised person)

**Confirmation of completeness of delivery:**

- Yes\*
- No\* - objections

.....

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

- Compliant\*
- Non-compliant\* - objections

**Confirmation of training for persons designated by the Ordering Party:**

training.....

- Yes\*- scope of

- No\* - objections

.....

**Documents:**

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

**Final acceptance result:**

- Positive\*
- Non-compliant\* - objections

.....

Signatures:

**ORDERING PARTY**

.....

**(signature)**

**CONTRACTOR**

.....

**(signature)**