

**(PATTERN)****applies to legal persons, organizational units without legal personality and natural persons conducting business activity****Agreement No. ....****concerning****preparation of an opinion and recommendation on the MP2 programme**concluded on ..... in Łódź between/concluded on the date of signature by the last of the parties<sup>1</sup>Lodz University of Technology - Institute of Management NIP 727 002 18 95, with its registered office in Lodz at ul. Wólczńska 221, postal code 90-924, represented by: **Project Manager dr hab. Robert Stanisławski, a university professor**, active in this field based on the power of attorney of the Rector of the Lodz University of Technology No. RDP/76/2022 of July 1, 2022, with a financial counter signature of

mgr Agnieszka Kobalczyk - accountant of the Lodz University of Technology,

hereinafter referred to as the "the Contracting Authority",

and

**(when the Contractor is a commercial law company)**

..... with its registered office in ....., at the street ....., entered into the register of entrepreneurs of the National Court Register under the number ..... represented by: .....

NIP: .....

Identification number: .....

**(when the Contractor is a natural person conducting business activity)**

..... conducting business activity under the name ..... with its registered office in ..... at the street ....., entered into the Central Register and Information on Economic Activity, ..... represented by: .....

NIP: .....,

REGON: .....,

hereinafter referred to as the "Contractor",

This contract is concluded on the basis of the offer accepted by the Contracting Authority dated DD/MM/YYYY as a result of the concluded procurement procedure entitled: "Preparation of an opinion on the MP2 program, as part of the project entitled Design thinking in the search for innovative solutions in an international environment" Case designation (reference number): W8/382/2022/12/1, carried out in accordance with Article 2(1)(1) of the Public Procurement Law (Journal of Laws of 2022, item 1710, as amended) of 11 September 2019. mode – Request for Proposal, in accordance with the Principle of Competitiveness, based on the procedure for awarding contracts with an estimated value below PLN 130,000.00 net, and at the same time exceeding PLN 50,000.00 net, as referred to in point 4 Of Chapter V of the Beneficiary's Handbook for Programmes of the National Agency for Academic Exchange - Programmes for Institutions. These proceedings shall be conducted in a transparent, objective and non-discriminatory manner.

**Article 1**1. The subject of this contract is the execution of the order entitled:<sup>2</sup>**Part 1** - Preparation of opinions and recommendations considering the comparison with business majors at a selected university in one of the following countries: Latvia, Turkey, Portugal<sup>1</sup> In the case of signing the contract with a qualified electronic signature<sup>2</sup> Delete inappropriate

*SPINAKEK – INTENSIVE INTERNATIONAL EDUCATION PROGRAMS 2021**PROJECT TITLE:*

DESIGN THINKING IN SEARCHING FOR INNOVATIVE SOLUTIONS IN AN INTERNATIONAL ENVIRONMENT  
CO-FINANCED BY THE EUROPEAN UNION FROM THE EUROPEAN SOCIAL FUND UNDER THE OPERATIONAL PROGRAM  
KNOWLEDGE EDUCATION DEVELOPMENT

**Appendix 5 to the Request for Proposal Case reference (reference number): W8/382/2022/12/1**

- **Part 2** - Preparation of opinions and recommendations considering the comparison with business majors at a selected university in one of the following countries: Bulgaria, Germany, Romania
  - **Part 3** - Preparation of opinions and recommendations considering the comparison with business majors at a selected university in one of the following countries: Ireland, Malta, France
  - **Part 4** - Preparation of opinions and recommendations considering the comparison with business majors at a selected university in one of the following countries: Montenegro, Czech Republic, North Macedonia
  - **Part 5** - Preparation of opinions and recommendations considering the comparison with business majors at a selected university in one of the following countries: Spain, Italy, Ukraine.
2. The Contractor undertakes to perform the subject of the contract, in accordance with the provisions of this contract and in accordance with the guidelines contained in [Annex 1](#) to this contract, constituting the Description of the Subject of the Contract,
  3. The agreement is implemented under the SPINAKEK Programme – Intensive International Education Programmes Call no. 25/2021 of 21 September 2021, The project entitled "Project thinking in search of innovative solutions in the international environment" is co-financed by the European Union from the European Social Fund under the Operational Programme Knowledge Education Development, **non-competitive project entitled " Supporting the institutional capacity of Polish universities by creating and implementing international study programs" (Measure: 3.3 Internationalization of Polish higher education)**
  4. The Contracting Authority and the Contractor are obliged to cooperate in the performance of this contract in order to properly perform the contract.
  5. Confirmation of the implementation of the subject of the contract will be the acceptance protocol of the subject of the contract. The acceptance protocol approved by the Contracting Authority is a confirmation of the performance of the service in accordance with the contract and is the basis for issuing an invoice / bill by the Contractor.

**Article 2****Term of the contract**

1. The Contractor undertakes to perform the work listed in §1 within **7 days** from the moment the Contracting Authority submits a set of materials related to the reviewed education program, but not later than by [DD/MM/YYYY](#).
2. The Contractor undertakes to perform the work personally, assuming the utmost care required for the execution of the work.
3. The work will be collected in electronic form in the form of a scan of a document previously signed on the basis of the acceptance protocol, constituting [Annex 3](#) to this contract.
4. The work will be made outside the Contracting Authority's facilities, without the use of its tools, devices and energy,
5. All results generated under this agreement will be marked with the required Project logos.
6. The Contracting Authority reserves the right to postpone the deadline for the performance of the Subject of the contract, after agreement with the Contractor, as a result of circumstances independent and not attributable to the Contracting Authority.
7. The Contracting Authority reserves the right to extend, after agreement with the Contractor, the deadline for the performance of the subject of the Agreement, in accordance with the required dates of the Project.

**Article 3****Terms of Service**

1. The Contractor undertakes to perform the subject of the Agreement with particular care, observing all legally required regulations, relevant standards, considering the specificity of the Contracting Authority's activity.
2. The Contractor declares that it has the appropriate knowledge, skills and powers necessary for the proper performance of the Agreement.
3. The Contractor shall provide a team of experts guaranteeing an appropriate substantive level during the implementation of the Subject of the Agreement.
4. Possible costs of travel, accommodation and meals of persons performing the subject of the contract shall be borne by the Contractor.

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Article 4  
Remuneration

1. The remuneration for the implementation of the subject of the Agreement is ..... **PLN net** (in words: ..... , i.e. .... **PLN gross** (in words: .....), and includes all activities included in this contract and in the Description of the Subject of the Contract.
2. The price of the offer includes all costs related to the implementation of the subject of the Agreement.
3. The remuneration referred to in paragraph 1 shall be fixed throughout the duration of the contract.
4. The Contracting Authority shall pay the Contractor remuneration for the executed subject of the Agreement, after the execution of the subject of the contract. The confirmation of the implementation of the subject of the contract is the protocol referred to in § 1 clause. 5 of the contract and it is the basis for issuing an invoice / bill by the Contractor.
5. The Contractor's remuneration referred to in paragraph 1 includes all costs incurred by the Contracting Authority in connection with the implementation of the subject of this Agreement, includes all taxes, fees and the value of materials and services necessary to perform the subject of this contract and all costs related to the proper implementation of the subject of the Agreement incurred by the Contractor. The remuneration referred to in paragraph 1 exhausts all claims of the Contractor against the Contracting Employer related to the implementation of the subject of this contract.
6. The remuneration referred to in paragraph 1 shall be payable within 30 days from the date of receipt by the Contracting Authority of a correctly issued invoice / bill (by the term "correctly" the Contracting Employer understands the inclusion of all elements of the invoice required by applicable law in this respect, as well as such data as the amount, data of the Contracting Authority, name of the service, etc. ). The basis for issuing an invoice by the Contractor is the signing by the Parties of this contract, a receipt protocol without reservations, confirming the correct and timely performance of the subject of the Agreement. The model of the acceptance protocol is attached as Annex 3 to this Agreement.
7. The date of payment shall be the date of debiting the Contracting Authority 's bank account.
8. The Contracting Authority has an account on the <https://brokerpexpert.efaktura.gov.pl> platform enabling the Contractor to issue a structured electronic invoice. If the Contractor exercises this right, he is obliged to issue an invoice in the following way:

**BUYER**

Lodz University of Technology  
Żeromskiego 116  
90-924 Lodz  
NIP 7270021895

**RECIPIENT**

Lodz University of Technology, Faculty of Organization and Management  
Wólczajska 221, 93-005 Lodz

5. The Contracting Authority does not agree to send other structured documents referred to in the Act of 9 November 2018 on electronic invoicing in public procurement, concessions for construction works or services and public-private partnership.
6. The Contractor declares that it issues, holds and stores all documents in accordance with the applicable provisions of the Act of 11 March 2004 on the tax on goods and services, in particular with Articles 112 and 112a of the aforementioned Act and executive acts issued on its basis.
7. If the Contractor fails to comply with the obligations set out in the provisions referred to in paragraph 6 of this paragraph, and the Contracting Authority suffers damage in this respect, the Contractor shall be obliged to repair it in full.
8. If the bank account indicated by the Contractor to which the remuneration is to be paid does not appear on the list of entities registered as VAT payers, not registered and deleted and restored to the VAT register, the Contracting Authority has the right to suspend payment of remuneration until it is entered in the bank account or the account associated with the Contractor's account in the said list or a new bank account disclosed in the list is indicated.
9. The period until the Contractor obtains an entry of a bank account in the said list or indication of a new bank account disclosed in the above-mentioned list shall not be treated as a delay of the Contracting Authority in payment of the remuneration due, and in such a case no interest will be charged for this period, and it is considered that the remuneration is not yet due to the Contractor within this period.

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10. The remuneration referred to in paragraph 1 also includes remuneration for the transfer to the Contracting Authority of author's economic rights to the developed training materials and all results of works arising in connection with the performance of the contract that may be the subject of copyright, subject to the provisions of § 5 of this contract.

**Article 5****Contractor Qualifications**

1. The Contractor declares that it has adequate human resources potential, which has the appropriate qualifications, experience and competence to perform the Subject of the Agreement.
2. The Contractor declares that the subject of the Agreement will be implemented by the experts indicated in the offer, which constitutes **Annex 2 to the contract**.
3. The contractor reserves that the change of the expert appointed to perform the contract during the implementation of the subject of the Agreement requires the consent of the Contracting Authority and is possible provided that the Contractor demonstrates that the new expert meets the requirements set out in the procurement documents to a degree no worse than the expert demonstrated at the stage of the procedure.

**Article 6****Contractual penalties**

1. Except in duly documented cases of "force majeure", the Contractor is obliged to pay the Contracting Authority the following penalties:
  - a) 20% of the gross remuneration referred to in § 4 clause 1 of the contract, if the Contracting Authority withdraws from the contract for reasons attributable to the Contractor or if the Contractor resigns from the performance of the contract without the fault of the Contracting entity and the consent of the Contracting Entity,
  - b) 0.1% of the gross remuneration referred to in § 4 clause 1 of the contract for each commenced day of delay, in the event of failure to perform the contract on time, i.e. failure to meet the deadlines specified in § 2 clause 1 of the contract. 1 for reasons attributable to the Contractor, but not more than 20% of the contract value,
  - c) in the event of failure by the Contractor within the time limit set by the Contracting Authority to comply with the post-inspection recommendations referred to in § 11 point 8 of the contract, the Contractor shall pay a contractual penalty in the amount of 0.02% of the total gross remuneration referred to in § 4 clause 1 for each day of delay, but not more than 10 % of the total gross remuneration referred to in § 4 clause 1;
2. Except in duly documented cases of "force majeure" and in the situation resulting from Article 456(1)(1) of the PPL, the C Contracting Authority shall be obliged to pay the Contractor a contractual penalty for withdrawal from the contract for reasons for which the Contracting Authority is responsible in the amount of 20% of the gross remuneration referred to in § 4(1) of the contract. "Force majeure" means an event external to a Party of a nature beyond the control of the Party, which could not have been foreseen by the Party and which cannot be avoided or the consequences of which cannot be prevented. Force majeure shall be considered in particular: flood, fire, tsunami, hurricane and other natural disasters, riots, strikes, terrorist attacks, epidemics, pandemics, warfare, radiation or contamination, introduction of safety measures related to the risk of similar events. The Party affected by Force Majeure shall notify the other Party of the circumstances surrounding the Force Majeure and its expected duration, as well as the cessation of the Force Majeure, as soon as possible. The party invoking force majeure, after its termination, will submit a proposal for the further manner of performance of the contract.
3. The Contracting Authority may claim damages exceeding the contractual penalty on general terms.
4. Contractual penalties may be cumulated.
5. The total amount of accrued contractual penalties on any account may not exceed 30% of the gross remuneration.
6. Payment of penalties listed in paragraph 1 point b) does not release the Contractor from the obligation to perform the subject of the Agreement.

**Appendix 5 to the Request for Proposal Case reference (reference number): W8/382/2022/12/1****Article 7****Withdrawal from the contract**

1. The Contracting Authority may withdraw from the contract with immediate effect in certain cases:

- 1) there will be a significant deterioration of the financial situation of the Contractor, especially if it becomes aware of the initiation of enforcement proceedings against the Contractor's assets;
  - 2) The Contractor performs the contract contrary to its terms, in particular does not maintain the proper quality and standard of performance of the service;
  - 3) there are significant changes in circumstances that make the performance of the contract not in the public interest that could not have been foreseen at the time of conclusion of the contract or the continued performance of the contract may jeopardize a fundamental interest of the state or public security
  - 4) when the Intermediate Body withholds financing of the project covering the services provided by the Contractor for any reason
2. The Parties agree that withdrawal from the contract in the case referred to in paragraph 1 will take place in writing within 30 days of becoming aware of the above circumstances constituting the basis for withdrawal. In such a situation, the Contractor may demand only the remuneration due for the performance of part of the contract.
3. In the event of the Ordering Party's withdrawal from the contract due to the fault of the Contractor, the Contracting Authority has the right to commission the service to another entity, and the difference in the price of the service will be charged to the Contractor.

**Article 8****Modification of the contract**

1. The Contracting Authority reserves the right to introduce significant changes to the provisions of the concluded contract. In particular, the provisions of the contract may be changed to the following extent and under the following conditions:
  - 1) change of the content of the contract in the situation of adapting the content of the contract to the current legal status,
  - 2) change of the content of the contract, when the need to introduce changes will be a consequence of changes in the guidelines or recommendations of the Institution that granted funds to finance the contract,
  - 3) change of the deadline for the implementation of the Subject of the Agreement, in the event of situations on the part of the Contracting Authority preventing the execution of the order within the deadlines specified in the contract,
  - 4) change of the date (extension) of the performance of the Subject of the Agreement as a result of the occurrence of circumstances independent and not attributable to the Contracting Authority,
  - 5) change of the date (extension) of the performance of the Subject of the Agreement, in accordance with the required deadlines for the implementation of the project,
  - 6) change of the deadline for the performance of the Subject of the Contract, if the Contractor is unable to implement the subject of the Agreement within the prescribed period due to the inability to meet the conditions for the performance of the contract, which could not be predicted, despite exercising due diligence, e.g. due to the occurrence of random events (justified absence of an expert, force majeure, epidemic state, etc.),
  - 7) there has been a change in the Contractor's data, e.g. a change of address.
2. Any changes to the contract may take place with the consent of both parties expressed in writing, in the form of an annex to the contract, under pain of nullity of such changes.

**Article 9****Copyright**

1. The transfer of author's economic rights to the work referred to in § 1 takes place in all fields of exploitation known at the time of conclusion of the contract, in particular:
  - 1) making the work available under a free license,
  - 2) permanent or temporary fixation or reproduction, in whole or in part, by any means and in any form, whatever format, system or standard, including printing technology, magnetic recording technology, technique or by entering into computer memory, and permanent or temporary fixation or reproduction of such recordings, including making copies thereof and any use and disposal of such copies,
  - 3) the marketing, lending, rental or lease of the original or copies,
  - 4) creating new versions, studies and adaptations (translation, adaptation, layout change or any other changes),

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- 5) public distribution, in particular display, public performance, broadcasting and re-broadcasting in any system or standard, as well as making the work available to the public in such a way that everyone can access them from a place and at a time individually chosen by them, in particular electronic communication on demand,
  - 6) dissemination on the Internet and in closed networks,
  - 7) broadcasting by audio or video, wirelessly (terrestrial and satellite) or wired, in any system and standard, including cable networks and digital platforms,
  - 8) the right to determine the names of the work under which it will be used or distributed, including trade names, including the right to register on your own behalf the trademarks that will mark the work or trademarks used in the work,
  - 9) the right to use the work for marketing or promotion purposes, including advertising, sponsorship, sales promotion, as well as to mark or identify products and services and other activities, as well as objects of its property, as well as for educational, research or training purposes,
  - 10) permission to create adaptations, adaptations and adaptations of the work, the right to dispose of the adaptations, adaptations and adaptations of the work and the right to make them available for use, including granting licenses to third parties, in all the above-mentioned fields of exploitation.
2. If there is a need on the part of the Contracting Authority to acquire rights to the work in fields of exploitation other than those specified in § 9 clause 1 of the Agreement, the Contractor shall be obliged to transfer to the Contracting Authority, at its request, the rights to the work in such fields of exploitation and transfer the right to dispose of it, to the same extent and under the same conditions as specified in this contract, as part of the remuneration referred to in § 4 clause 1. The Parties should conclude the contract within 7 calendar days from the date of receipt by the Contractor of the call to sign it. Failure to sign the contract under the indicated conditions will result in the obligation to pay a contractual penalty in the amount of 20% of the gross amount specified in § 4 clause 1.
  3. The Contractor declares and warrants that it will not exercise its moral rights in a manner limiting the Contracting Employer in the exercise of rights to the work. The Contracting Employer is entitled to decide on the publication of the work and to decide on the preservation of its integrity.
  4. The Contractor declares that the performed and delivered work is free from physical and legal defects and that he is entitled to proprietary copyrights to the work. In addition, he declares that the disposal of the work does not infringe intellectual property rights, in particular: patent rights, copyrights and trademark rights.
  5. If, after receiving the work, it turns out that the work has physical or legal defects or other circumstances preventing the use of the work by the Contracting Authority, the Contractor, within the time limit indicated by the Contracting Employer, is obliged to provide another version of the work free from defects, meeting the requirements of the Contracting Employer and to repair the damage caused in this respect on the part of the Contracting Authority.
  6. The Contractor undertakes not to register as trademarks, in his own name or on behalf of other entities, graphic or verbal works constituting elements of the work.
  7. Upon receipt of the work, the Contracting Authority acquires ownership of the media on which the work was recorded.
  8. The remuneration referred to in § 4 section 1 also includes remuneration for the performance of the work, in the amount specified in this Agreement, it also includes remuneration for the transfer of all author's economic rights to the work to the Ordering Party, in accordance with the provisions of this contract.

**Article 10**

**Rules for keeping documentation of contract performance**

1. The Contractor undertakes to keep all documentation, including accounting, related to the performance of the subject of the contract.
2. The Contractor will keep separate accounting records regarding the performance of the contract in accordance with applicable law, so that it is possible to identify the expenses incurred.
3. The Contractor undertakes to store the documentation specified in paragraphs 1-2, as well as to store in paper and electronic form recorded materials regarding the implementation of the subject of the contract in accordance with the applicable regulations specifying the deadline for storing documents related to the implementation of Projects co-financed by the European Union, subject to paragraph 4.
4. If it is necessary to extend the deadline for storing documentation referred to in paragraph 3, the Contracting Authority shall notify the Contractor in writing before the expiry of this period.

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5. The notification referred to in paragraph 4 shall indicate that the retention period of the dossier must be extended by the deadline indicated in the notification.
6. The Contractor is not entitled to additional remuneration for storing documentation related to the implementation of the subject of this contract.

**Article 11****Control**

1. The Contractor shall provide the Contracting Authority and other authorized entities with full access to all documents, including financial documents and electronic documents related to the performance of the subject of the contract.
2. The Contractor undertakes to submit to the control carried out by the Contracting Authority and other authorized entities (in particular entities financing the project under which the contract is performed) as regards the correctness of the performance of the subject of the contract.
3. The Contracting Authority may commission the audit to third parties or entities, in particular external auditors.
4. In the case of the control referred to in paragraph 2, the Contractor shall be obliged at least:
  - a) provide comprehensive explanations to the controllers;
  - b) provide the controllers with all available information related to the performance of the contract;
  - c) provide access to routinely prepared reports and documents, and any documentation created during the term of the contract;
  - d) carrying out operations and works indicated by the inspectors aimed at demonstrating the correctness of the process of implementing the subject of the contract;
  - e) providing control persons with access to documents related to the implementation of the subject of the contract, as well as access to other documents, if it is necessary to determine the eligibility of expenditure, including financial documents and electronic documents throughout the period of their storage required by applicable regulations.
5. The right of inspection is vested in the Contracting Authority and other authorized entities both at the Contractor's registered office, at the place of performance of the subject of the contract or another place related to the performance of the subject of the contract.
6. The right to control is vested in the Contracting Authority and other authorized entities at any time during the performance of the subject of the contract and after its completion, in accordance with the provisions regarding the storage of documents in the Public Procurement Law and the requirements of the Project.
7. The dates of individual activities as part of the inspection will be determined jointly between the Contracting Authority and the Contractor. If it is not possible to jointly set deadlines, they will be set by the Contracting Authority.
8. If the Contracting entity finds at the inspection stage any deficiencies in the implementation of the provisions of the contract, the Contracting entity shall call on the Contractor in writing to comply with the post-inspection recommendations, indicating the shortcomings committed by the Contractor and setting a deadline for their removal not shorter than 5 working days, if the Contractor does not comply with the post-inspection recommendations within the prescribed period, the Contracting Authority shall impose a contractual penalty on it, referred to in § 6 section 1 point c) of this Agreement.
9. The Contractor undertakes to comply with the recommendations of the Contracting Entity, which are the result of the inspection, within the time limit indicated by the Contracting Authority

**Article 12****Protection of personal data**

1. The parties to the contract agree that if it is necessary to process personal data of natural persons, these data will be processed in accordance with applicable regulations, in particular in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (Journal of Laws of the European Union L.2016.119.1), hereinafter referred to as the Regulation GDPR and the Act of 10 May 2018 on the protection of personal data (Journal of Laws of 2018, item 1000, as amended), hereinafter referred to as the Act.
2. The Parties ensure the protection of personal data provided in connection with the performance of the contract, including the implementation and application of technical and organizational measures ensuring an adequate level of personal data security in accordance with the GDPR Regulation and the Act.
3. Each party is the Administrator of personal data of natural persons within the meaning of the GDPR Regulation and the Act, in relation to the personal data of its employees authorized under the contract to contact (contact details). The processed personal data includes name, surname, position/place of work, telephone number for contact, e-mail address for contact. The data of the above-mentioned



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persons are processed by the parties on the basis of art. 6 par. 1 lit. f) of the GDPR Regulation (i.e. processing is necessary for the purposes of the legitimate interests pursued by personal data administrators) for the purpose and to the extent necessary to perform the contract.

**Article 13****Communications and contact persons**

1. The Parties agree that the appropriate form for their mutual communication in matters related to the performance of the contract is the form of electronic communication (e-mail) and telephone. Written form (traditional mail) is always acceptable.
2. Persons and contacts on the side of the Ordering Party:
  - 1) Contact persons: ....., tel. ....email:.....
  - 2) Correspondence address: .....
3. Persons and contacts on the side of the Contractor:
  - 1) Contact persons: ....., tel. ....email:.....
  - 2) Correspondence address: .....

**Article 14****Final provisions**

1. The assignment of rights and obligations arising from this contract is permissible only with the consent of the Ordering Party, expressed in writing.
2. Any disputes that may arise in connection with the performance of the Subject of the Agreement shall be settled by the court competent for the seat of the Ordering Party.
3. In matters not regulated by this agreement, the relevant provisions of the Public Procurement Law and the Civil Code shall apply.
4. The contract was drawn up in two identical copies, one for each party.
5. The agreement is valid from the date of conclusion.

**Annexes to the Agreement**

1. *Appendix 1 – Current excerpt from the National Court Register / Current excerpt from the Contractor's business activity register or other registration document,*
2. *Appendix 2 – Contractor's offer,*
3. *Appendix 3 – Model acceptance protocol,*
4. *Appendix 4 -Current excerpt from the National Court Register / Current excerpt from the Contractor's Business Register or other registration document,*

**Purchaser****The Contractor**



(PATTERN)

**Acceptance report of delivery/services/construction works<sup>1</sup>**

**I. Title and subject of the contract:**

**II. Contracting Authority**

Lodz University of Technology - Institute of Management NIP 727 002 18 95, with its registered office in Łódź at Wólczajska 221, postal code 90-924, represented by the Project Manager dr **hab. Robert Stanisławski, Lodz University of Technology Professor**, acting on the basis of the power of attorney of the Rector of the Lodz University of Technology No RDP/76/2022 of **01. 07. 2022**

**III. Contractor (name and address)**

and Mr \*/MRS\* .....  
(name)

resident\*/residenta\* in .....  
(code, city, street, house number)

PESEL ..... or type and number of identity document: passport .....  
(type and number of identity document required in case of not assigning a PESEL number)

**IV. Contract No. / Date of conclusion: Contract No. .... of ....**

**V. Price: offer:**

**VI. Price: paid:**

**VI. Deadline: contractual ..... actual .....**

Comments

**VII. Scope of the contract:**

Conformity of the subject of the contract with the contract: yes Yes ☐ No ☐

Comments

Faults/Deficiencies<sup>1</sup>:yesno Yes ☐ No ☐

Deadline for rectification of defects/deficiencies<sup>1</sup>: .....

Comments

**VIII. About receipt subject of the contract:** ☐ Yes ☐

.....  
Signature of the Contractor

.....  
Signatures of the Ordering Party's representatives

Boat, on ..... year

Zatwierdzam

.....  
Signature of the representative  
or Head of Unit

Łódź, on ..... year

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

SPINAKER – INTENSIVE INTERNATIONAL EDUCATION PROGRAMS 2021

PROJECT TITLE:

DESIGN THINKING IN SEARCHING FOR INNOVATIVE SOLUTIONS IN AN INTERNATIONAL ENVIRONMENT

CO-FINANCED BY THE EUROPEAN UNION FROM THE EUROPEAN SOCIAL FUND UNDER THE OPERATIONAL PROGRAM  
KNOWLEDGE EDUCATION DEVELOPMENT

**Appendix 5 to the Request for Proposal Case reference (reference number): W8/382/2022/12/1**

.....  
(stamp of the Contracting Authority)

**(PATTERN)**

**CONTRACT FOR SPECIFIC WORK NO. ....**

Concluded on **MM/DD/YYYY** in Łódź between Lodz University of Technology – Institute of Management, NIP 727 002 18 95, based in Łódź at Wólczajska 221, postal code 90-924,

represented by **Project Manager dr hab. Robert Stanisławski**, Lodz University of Technology professor, acting on the basis of the power of attorney of the Rector of the Lodz University of Technology No. **RDP/76/2022 of July 1, 2022**

with the financial countersignature of Agnieszka Kobalczyk – bursar of the Lodz University of Technology

hereinafter referred to as "the Contracting Authority"

and Ms.\*/Mr.\* .....

(name)

residing\* in .....

(country, code, city, street, house number)

Taxpayer identification number..... Identity document type and number and country of issue.....

hereinafter referred to as "the Contractor,"

collectively referred to as "the Parties,"

which reads as follows:

This Contract is concluded on the basis of the bid accepted by the Contracting Authority dated **MM/DD/YYYY** as a result of the procurement procedure entitled: "Preparation of an opinion on the MP2 program as part of the project entitled Design thinking in searching for innovative solutions in an international environment," case reference (reference number): W8/382/2022/12/1, carried out in accordance with Article 2(1)(1) of the Public Procurement Law (Journal of Laws of 2022, item 1710, as amended) of September 11, 2019, mode – Request for Proposal, in accordance with the Principle of Competition, based on the procedure for awarding contracts with an estimated value below PLN 130,000.00 net and exceeding PLN 50,000.00 net, as referred to in Clause 4 of Chapter V of the Beneficiary's Manual for the Programs of the National Agency for Academic Exchange – Institutional Programs. This procedure shall be conducted in a transparent, objective, and non-discriminatory manner.

**Article 1**

1. The Contracting Authority orders and the Contractor undertakes to perform the work consisting of:<sup>3</sup>
  - Part 1** - Preparation of an opinion, including a comparison with business majors at a selected university in one of the following countries: Latvia, Turkey, Portugal
  - **Part 2** - Preparation of an opinion, including a comparison with business majors at a selected university in one of the following countries: Bulgaria, Germany, Romania
  - **Part 3** - Preparation of an opinion, including a comparison with business majors at a selected university in one of the following countries: Ireland, Malta, France
  - **Part 4** - Preparation of an opinion, including a comparison with business majors at a selected university in one of the following countries: Montenegro, Czech Republic, North Macedonia
  - **Part 5** - Preparation of an opinion, including a comparison with business majors at a selected university in one of the following countries: Spain, Italy, Ukraine.
2. The Contract is implemented as part of the SPINAKER Program – Intensive International Education Programs, call for applications No. 25/2021 of September 21, 2021, project entitled "Project thinking in searching for innovative solutions in the international environment," co-financed by the European Union from the European Social Fund under the Operational Program Knowledge Education Development, a **non-competitive project entitled "Supporting the institutional capacity of Polish universities through creation and implementation international study programs" (Measure: 3.3 Internationalization of Polish Higher Education)**

<sup>3</sup> Delete as appropriate

SPINAKER – INTENSIVE INTERNATIONAL EDUCATION PROGRAMS 2021

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3. The Contractor undertakes to perform the subject matter of the contract in accordance with this Contract and in accordance with the guidelines contained in **Appendix 1** hereto, constituting the Description of the Subject Matter of the Contract,
4. The work referred to herein will be recorded in paper form.
5. The Contracting Authority and the Contractor are obliged to cooperate in the performance hereof in order to perform the contract properly.

**Article 2**

1. The Contractor undertakes to perform the work listed in Article 1 within **7 days** of the Contracting Authority submitting materials related to the reviewed education program, but not later than by **MM/DD/YYYY**.
2. The Contractor undertakes to perform the work personally, exercising the due diligence required for the execution of the work.
3. The work will be collected in electronic form in the form of a scan of a document signed on the basis of the acceptance report, constituting Appendix 3 hereto.
4. The work will be done outside the Contracting Authority's premises without the use of its tools, devices, and energy.
5. All results generated under this contract will be marked with the required Project logos.

**Article 3**

1. For the performance of the work specified in Article 1 hereof, the Contractor shall receive a gross remuneration in the amount of PLN ..... (in words: ..... PLN), payable in full on the basis of the acceptance report constituting **Appendix 3** hereto.
2. The remuneration shall be paid after the Contractor issues an invoice and confirms the performance and acceptance of the work constituting the subject matter hereof by the Contracting Authority.
3. In addition to the remuneration specified in Clause 1 above, the Contractor shall be reimbursed travel costs as provided for in separate regulations **YES ☐ / NO ☐ \*\***
4. Payment of remuneration shall be made within the deadline applicable to the Contracting Authority set for payments under contracts for specific work, i.e., by the 20th day of a given month, provided that the Contracting Authority receives the invoice for the performance of the work referred to in Article 1 hereof by the 5th day of a given month at the latest.
5. The remuneration referred to in Clause 1 above shall be paid to the bank account indicated by the Contractor, subject to Clause 6 below.
6. If the account number is not provided, the remuneration listed in Clause 1 above shall be transferred to the Contractor by post to the address of residence specified herein. The costs of remuneration payment in this form shall be borne by the Contractor.
7. The Contractor guarantees the invariability of the gross remuneration throughout the contract term.
8. The remuneration specified in Clause 1 above satisfies all claims of the Contractor for the implementation of the subject matter of the contract. The Contractor, apart from the amount of remuneration specified in Clause 1 above, shall not be entitled to any financial claims against the Contracting Authority for the performance of the subject matter hereof.
9. The Contractor declares that their professional involvement in the implementation of all projects financed from the Structural and Cohesion Funds and activities financed from other sources, taking into account the commitment resulting herefrom, does not exceed and during the period of implementation hereof will **not exceed 276 hours per month**.

**Article 4**

1. Within the meaning of the amended Act of February 4, 1994, on copyright and related rights, the work referred to in Article 1 hereof:  
**IS subject to copyright ☐ / IS NOT subject to copyright ☐ \*\***  
**(Clauses 2 to 11 shall not apply if the answer is NOT checked)**
2. The Parties agree that the Contractor is entitled to proprietary copyright to the work.
3. Upon acceptance of the work specified in Article 1 hereof, which is the subject matter of proprietary copyright, the Contractor transfers to the Contracting Authority - without additional remuneration - proprietary copyright and related rights to the work, including the exclusive right to grant permission to exercise derivative copyright in Poland and abroad, to all works created as part of the performance hereof.
4. The transfer of proprietary copyright referred to in Clause 3 above shall cover all fields of exploitation known at the time of conclusion hereof, and in particular:
  - 1) making the work available under a free license,

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- 2) permanent or temporary fixation or reproduction, in whole or in part, by any means and in any form, whatever format, system, or standard, including printing, magnetic recording, or by entering into computer memory, and permanent or temporary fixation or reproduction of such recordings, including making copies thereof and any use and disposal of such copies,
  - 3) marketing, lending, rental, or lease of the original or copies,
  - 4) creating new versions, derivative versions, and adaptations (translation, adaptation, arrangement, or any other changes),
  - 5) public dissemination, in particular, display, public performance, broadcasting, and re-broadcasting in any system or standard, as well as making the work available to the public in such a way that everyone can access it from a place and at a time individually chosen by the public, in particular electronic communication on demand,
  - 6) dissemination on the internet and in closed networks,
  - 7) audio or video broadcasting, wireless (terrestrial and satellite) or wired, in any system and standard, including cable networks and digital platforms,
  - 8) the right to determine the names of the work under which it will be used or disseminated, including trade names and the right to register in own name the trademarks that will mark the work or trademarks used in the work,
  - 9) the right to use the work for marketing or promotion purposes, including advertising, sponsorship, sales promotion, as well as to mark or identify products and services and other activities, as well as its elements, as well as for educational, research, or training purposes,
  - 10) permission to create adaptations, modifications, and alterations of the work, the right to dispose of the adaptations, modifications, and alterations of the work, and the right to make them available for use, including granting licenses to third parties, in all the above-mentioned fields of exploitation.
5. If the Contracting Authority requires rights to the work in fields other than those specified in Clause 4 of Article 4 hereof, the Contractor shall be obliged to transfer to the Contracting Authority, at its request, the rights to the work in such fields of exploitation and transfer the right to dispose of it, to the same extent and under the same conditions as specified herein. The Parties will conclude the contract within 7 days from the date of receipt by the Contractor of the call to sign it. Failure to sign the contract under the indicated conditions will result in the obligation to pay a contractual penalty in the amount of 20% of the amount specified in Clause 1 of Article 3 hereof. The Contracting Authority has the right to claim compensation exceeding the contractual penalty under general rules.
  6. The Contractor declares and warrants that they will not exercise their moral rights in a manner limiting the Contracting Authority in the exercise of rights to the work. The Contracting Authority is entitled to decide on the publication of the work and the preservation of its integrity.
  7. The Contractor declares that the performed and delivered work is free from physical and legal defects. In addition, they declare that the disposal of the work does not infringe intellectual property rights, in particular: patents, copyright, and trademarks.
  8. Should any physical or legal defects, or other circumstances preventing the use of the work by the Contracting Authority be found after acceptance of the work, the Contractor, within the deadline indicated by the Contracting Authority, is obliged to provide another version of the work free from defects and meeting the requirements of the Contracting Authority and repair the damage caused in this respect to the Contracting Authority.
  9. The Contractor undertakes not to register as trademarks graphics or words constituting elements of the work in their name or on behalf of other entities.
  10. Upon acceptance of the work, the Contracting Authority acquires ownership of the media on which the work was recorded.
  11. The remuneration for the performance of the work, in the amount specified in Article 3 hereof, also includes remuneration for the transfer of all proprietary copyrights to the work to the Contracting Authority hereunder.

**Article 5**

1. For the purposes of proper taxation of income from the conclusion hereof, as a Contractor, I declare that:
  - ☐ I have a certificate of residence and apply for taxation in accordance with the applicable double taxation agreement between the Republic of Poland and the country indicated in the certificate in accordance with Article 29 (2) of the Act of July 26, 1991, on personal income tax (consolidated text of Journal of Laws of 2022, item 2647);
  - ☐ I do not have a certificate of residence and therefore request income taxation from the above-mentioned Contract in accordance with Article 29 (1) (1) of the Act of July 26, 1991, on personal income tax (consolidated text of Journal of Laws of 2022, item 2647, as amended) with the effects of taxation of income under the contract for specific work applicable in Poland.

**Appendix No. 5 to the Request for Proposal Case reference (reference number): W8/382/2022/12/1****Article 6**

1. The Contractor undertakes to keep all documentation, including accounting records, related to the performance of the subject matter hereof.
2. The Contractor will keep separate accounting records regarding the performance hereof in accordance with applicable laws so that it is possible to identify the expenses incurred.
3. The Contractor undertakes to store the documentation specified in Clauses 1-2 above, as well as to store in paper and electronic form recorded materials regarding the performance of the subject matter of the contract in accordance with the applicable regulations specifying the deadline for storing documents related to the implementation of Projects co-financed by the European Union, subject to Clause 4 below.
4. Should it be necessary to extend the deadline for storing documentation referred to in Clause 3 above, the Contracting Authority shall notify the Contractor in writing before the expiry of this period.
5. The notification referred to in Clause 4 above shall indicate that the document retention period must be extended by the deadline indicated in the notification.
6. The Contractor is not entitled to additional remuneration for storing documentation related to the performance of the subject matter hereof.

**Article 7**

1. The Contractor shall provide the Contracting Authority and other authorized entities with full access to all documents, including accounting records and electronic documents related to the performance of the subject matter of the contract.
2. The Contractor undertakes to undergo an audit carried out by the Contracting Authority and other authorized entities (in particular entities financing the project under which the contract is performed) as regards the correctness of the performance of the subject matter of the contract.
3. The Contracting Authority may commission the audit to third parties or entities, in particular external auditors.
4. In the case of the audit referred to in Clause 2 above, the Contractor shall at least:
  - a) provide comprehensive explanations to the auditors;
  - b) provide the auditors with all available information related to the performance of the contract;
  - c) provide access to routinely prepared reports and documents and any documentation created during the term of the contract;
  - d) carry out operations and works indicated by the auditors aimed at demonstrating the correctness of the performance of the subject matter of the contract;
  - e) provide auditors with access to documents related to the performance of the subject matter of the contract, as well as access to other documents, if necessary, to determine the eligibility of expenditure, including accounting records and electronic documents throughout the period of their storage required by applicable regulations.
5. The right of audit is vested in the Contracting Authority and other authorized entities both at the Contractor's registered office, at the place of performance of the subject matter of the contract, or at another place related to the performance of the subject matter of the contract.
6. The right of audit is vested in the Contracting Authority and other authorized entities at any time during the performance of the subject matter of the contract and after its completion, in accordance with the provisions regarding the storage of documents in the Public Procurement Law and the requirements of the Project.
7. The dates of individual activities as part of the audit are determined jointly by the Contracting Authority and the Contractor. Should it be impossible to set these dates jointly, the Contracting Authority shall set them.
8. Should the Contracting Authority find any shortcomings in the implementation of the contract during the audit, the Contracting Authority shall call on the Contractor in writing to comply with the post-audit recommendations, indicating the shortcomings of the Contractor and setting a deadline for their removal, not shorter than 5 working days, if the Contractor does not comply with these recommendations within the prescribed period, the Contracting Authority shall impose a contractual penalty, referred to in Clause 1 c) of Article 9 hereof.
9. The Contractor undertakes to comply with the recommendations of the Contracting Authority, which are the result of the audit, within the time limit indicated by the Contracting Authority.

**Appendix No. 5 to the Request for Proposal Case reference (reference number): W8/382/2022/12/1****Article 8**

1. Any changes to the contract may be made only with the written consent of both Parties and must be made in writing under pain of nullity.
2. The Contracting Authority reserves the right to introduce significant changes to the concluded contract. In particular, the contract may be changed to the following extent and under the following conditions:
  - a) change to the content of the contract in the situation of adapting the contract to the applicable legal requirements,
  - b) change to the content of the contract, when the need to introduce changes results from changes in the guidelines or recommendations of the Institution that granted funds to finance it,
  - c) change to the date of performance of the subject matter hereof, in the event of situations on the part of the Contracting Authority preventing the execution of the contract within the deadlines specified,
  - d) change to the date (extension) of the performance of the subject matter hereof as a result of the occurrence of circumstances independent of and not attributable to the Contracting Authority,
  - e) change to the date (extension) of the performance of the subject matter hereof, in accordance with the required deadlines for the implementation of the project,
  - f) change to the deadline for performance of the subject matter hereof, if the Contractor is unable to perform the subject matter hereof within the prescribed deadline due to the inability to meet the conditions for the performance of the contract, which could not be predicted, despite exercising due diligence, e.g., due to the occurrence of random events (justified absence of an expert, force majeure, epidemic, etc.),
  - g) there has been a change in the Contractor's details, e.g., a change of address.
  - h) occurrence of circumstances hindering or preventing the implementation of the contract within the accepted deadline/method/persons; in connection with the consequences of the COVID-19 pandemic, the Parties provide for the possibility of amending the contract to the extent enabling the fulfillment of mutual obligations;
3. Any changes to the contract may take place with the consent of both parties expressed in writing, in the form of an appendix to the contract, under pain of nullity.

**Article 9**

1. Except in duly documented cases of "force majeure," the Contractor shall pay the Contracting Authority the following penalties:
  - a) 20% of the gross remuneration referred to in Clause 1 of Article 3 hereof if the Contracting Authority terminates the contract or withdraws from it for reasons attributable to the Contractor, or the Contractor resigns from the performance of the contract without the fault or consent of the Contracting Authority,
  - b) 0.1% of the gross remuneration referred to in Clause 1 of Article 3 hereof for each day of delay in the event of failure to perform the contract on time, i.e., failure to meet the deadlines specified in Clause 1 of Article 2 hereof for reasons attributable to the Contractor, but not more than 20% of the contract value,
  - c) in the event of failure by the Contractor within the deadline set by the Contracting Authority to comply with the post-audit recommendations referred to in Clause 8 of Article 7 hereof, the Contractor shall pay a contractual penalty in the amount of 0.02% of the total gross remuneration referred to in Clause 1 of Article 3 hereof for each day of delay, but not more than 10% of the total gross remuneration referred to in Clause 1 of Article 3 hereof;
2. With the exception of duly documented cases of "force majeure," the Contracting Authority shall pay the Contractor a contractual penalty for withdrawal from the contract for reasons attributable to the Contracting Authority in the amount of 20% of the gross remuneration referred to in Clause 1 of Article 3 hereof.
3. "Force majeure" means an event external to a Party of nature beyond the control of the Party that could not have been foreseen by the Party and which cannot be avoided or the consequences of which cannot be prevented. Force majeure shall be considered in particular: flood, fire, tsunami, hurricane and other natural disasters, riots, strikes, terrorist attacks, epidemics, pandemics, warfare, radiation or contamination, and introduction of safety measures related to the risk of similar events. The Party affected by force majeure shall notify the other Party of the circumstances surrounding the force majeure and its expected duration and cessation of the force majeure as soon as possible. The Party invoking force majeure, after its cessation, submits a proposal for the further manner of performance of the contract.
4. The Contracting Authority may claim damages exceeding the contractual penalty under general rules.
5. Contractual penalties may be cumulated.
6. The total amount of accrued contractual penalties on any account may not exceed 30% of the gross remuneration.
7. Payment of penalties listed in Clause 1 b) above does not release the Contractor from the obligation to perform the subject matter hereof.

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#### **Article 10**

1. Should the Contractor fail to comply with the terms hereof, the Contracting Authority shall have the right to unilaterally terminate the contract or withdraw from the contract due to the Contractor's failure to comply with its terms and demand that the Contractor repair the resulting damage.
2. The Contracting Authority may also withdraw from the contract with immediate effect in the following cases:
  - a) there is a significant deterioration of the Contractor's financial situation, especially if it becomes aware of the initiation of enforcement proceedings against the Contractor's assets;
  - b) the Contractor performs the contract inconsistently with its terms, in particular, fails to maintain the proper quality and standard of service performance;
  - c) there are substantial changes in circumstances such that the performance of the contract is not in the public interest, which could not have been foreseen at the time of conclusion of the contract, or the continuation of the contract may jeopardize a fundamental interest of the State or public security;
  - d) the Intermediate Body withholds for any reason the financing of a project involving services provided by the Contractor.
3. The Parties agree that withdrawal from the contract in the case referred to in Clause 1 above takes place in writing within 30 days of becoming aware of the above circumstances constituting the basis for withdrawal. In such a situation, the Contractor may demand only the remuneration due for the performance of part of the contract.
4. In the event of the Contracting Authority's withdrawal from the contract due to the fault of the Contractor, the Contracting Authority has the right to commission the service to another entity, and the difference in the price of the service will be charged to the Contractor.

#### **Article 11**

1. The Contracting Authority informs the Contractor that the controller of your personal data contained in the contract is the Lodz University of Technology, with its registered office in Łódź, 116 Żeromskiego Street. In matters of personal data protection, you can contact the Data Protection Officer appointed by the Rector at rbi@adm.p.lodz.pl, telephone: 42 631 20 39.
2. Lodz University of Technology processes your personal data only for the purpose of performing tasks resulting from this contract pursuant to Article 6(1)(b) of Regulation (EU) of the European Parliament and of the Council of April 27, 2016, on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR).
3. The recipients of your personal data will be persons or entities authorized under the law.
4. Your data will be stored for a period entitling you to submit complaints and claims.
5. You have the following rights\* in accordance with the GDPR: the right to access your data and receive a copy thereof; the right to rectify and supplement your data; the right to delete personal data or limit processing only if the data processing does not take place in order to comply with the obligation resulting from the law; the right to obtain information and the right to lodge a complaint with the President of Personal Data Protection Office (to the address of the Personal Data Protection Office, Stawki 2, 00-193 Warsaw);
6. The provision of personal data necessary for the performance of the contract is an obligation resulting from Article 6 of GDPR.

#### **Article 12**

1. Any changes hereto may be made only with the written consent of both Parties and must be made in writing under pain of nullity.
2. In matters not covered hereby, the applicable laws shall apply, in particular, the Civil Code and the Act on copyright and related rights.
3. Disputes arising in connection with the performance hereof shall be settled by the competent courts in Łódź.

#### **Article 13**

This contract was drawn up in three identical copies, two for the Contracting Authority and one for the Contractor.



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### CONTRACTING AUTHORITY

.....

*(legible signature)*

.....

*(signature with name stamp)*

The contract was concluded (to be marked and supplemented as appropriate):

☐ in accordance with the Act of September 11, 2019, on Public Procurement Law as amended under Article .....

☐ without applying the Act of September 11, 2019, on Public Procurement Law as amended under Article .....

.....

*Source of financing*

.....

*data and signature (stamp)*

*(Type of activity – analytical position) authorized in the Contracting Authority's unit*

---

\* delete as appropriate\*\* mark with an X

#### Attachments to the Contract

1. Appendix 1 - Description of the subject of the contract
2. Appendix 2 - Contractor's bid
3. Appendix 3 - Template of acceptance report
4. Appendix 4 - Template of invoice
5. Appendix 5 - Data needed for tax return of foreigner

**(TEMPLATE)**

**Acceptance report of delivery/services/construction works<sup>1</sup>**

**I. Title and subject matter of the contract:**

.....

**II. Contracting Authority**

Lodz University of Technology - Institute of Management NIP 727 002 18 95, with its registered office in Łódź at Wólczajska 221, postal code 90-924, represented by the Project Manager dr **hab. Robert Stanisławski, Lodz University of Technology Professor**, acting on the basis of the power of attorney of the Rector of the Lodz University of Technology No. **RDP/76/2022** of **July 1, 2022**

**III. Contractor (name and address)**

and Mr. \*/Ms.\* .....

(name)

residing in .....

(country, code, city, street, house number)

Taxpayer identification number..... Identity document type and number and country of issue.....

**IV. Contract No. / Date of conclusion: Contract No. .... of .....**

**V. Price: bid:**

.....

**VI. Price: paid:**

.....

**VII. Deadline: contractual .....**

actual .....

Comments

.....

**VIII. Scope of the contract:**

Conformity of the subject matter of the contract with the contract: Yes ☐ No ☐

Comments

.....

Faults/Shortcomings<sup>1</sup>: Yes ☐ No ☐

Deadline for rectification of defects/shortcomings<sup>1</sup>: .....

Comments

.....

**IX. Acceptance of the subject matter of the contract: Yes ☐ No ☐**

.....  
*Signature of the Contractor*

.....  
*Signatures of the Contracting Authority's representative*

Lodz, on .....

*Approved by*

.....  
*Signature of the representative  
or Head of Unit*

Lodz, on .....

<sup>1</sup> Delete as appropriate

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**Appendix 4 to the template contract for specific work**

.....  
Stamp of the organizational unit (Contracting Authority)

.....  
Name of the issuer of the invoice

Lodz, on ..... 20....

.....  
Names (Employed at Lodz University of Technology: YES / NO)

.....  
(address: code – city – street – house number – apartment number)

Taxable person identification number..... Identity document type and number and country of  
issue.....

Bank account number \_ \_

**INVOICE No. .... TO THE CONTRACT FOR SPECIFIC WORK NO. ....**  
**of .....**

for the period from ..... / to .....  
Month – Day – Year Month – Day – Year

for Lodz University of Technology

**Institute of Management NIP 727 002 18 95, with its registered office in Łódź, at 221 Wólczańska Street, postal code 90-924**  
(name of the organizational unit of the University)

for the performance of the work: ..... in accordance with the contract.

for the total amount of PLN .....

in words PLN (.....)

I declare that within the meaning of the amended Act of February 4, 1994, on copyright and related rights, the work specified in the invoice:

- ☐ IS subject to copyright  
☐ IS NOT subject to copyright  
(mark an X as appropriate)

I assume full financial responsibility towards the Lodz University of Technology should a competent tax authority question the classification of the work as a work subject to the Act on copyright and related rights.

I declare that I am aware of penal and financial liability for providing false information)

.....  
Signature of the issuer of the invoice (Contractor)

I declare that the work was done according to the agreement and accepted. I confirm the qualification of the work as a work within the meaning of the Act on copyright and related rights.

I approve the factually checked account for payment for the sum of PLN .....  
(in words: ..... PLN)

Source of financing: .....  
(Type of activity – analytical position)

.....  
(Date and signature with the Contracting Authority's stamp)

Formal and accounting check  
.....  
(Signature the employee calculating the wages)

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**Appendix 5 to the template contract for specific work**

***Data needed for tax return of foreigner***

*Tax settlement for contracts concluded in Poland is sent to the contractor's tax settlement country, so all data should be for that country.*

**IDENTIFICATION DATA:**

(Family name) (First name)

(Father's name) (Mother's name)

(Date of Birth) (Place of Birth)

(Taxpayer identification number)

(Type of identification number (identity document) and COUNTRY of issue)

(FULL ADDRESS)

(Country)

(Locality) (Postal code)

(Street) (Building number) (Flat number)

*Please attach to this form a photocopy of your passport or other document used by the contractor to enter Poland, as well as an e-mail address (it will facilitate the sending of the tax return)*