***(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[[1]](#footnote-1)

Lodz University of Technology - Institute of Management NIP 727 002 18 95, with its registered office in Lodz at ul. Wólczańska 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 - accounter 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): W8/382/2023/03/1, 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:[[2]](#footnote-2)

**Part 1 - Classes with students - 5 packages were distinguished:**

* Package no. 1 - Conducting classes entitled "Business in Ukraine during the War: Crisis Management among Ukrainian enterprenership" as part of classes for a group of students coming to Poland on April 16-23, 2023, i.e. Ukraine, North Macedonia, Germany,
* Package no. 2 - Conducting classes entitled "How Design Thinking and Competitive Intelligence Help Organizations Stand Out and Succeed in Latvian Enterprises" as part of classes for a group of students coming to Poland on April 16-23, 2023.i.e. Ukraine, Łatvia, Germany,
* Package no. 3 - Conducting classes entitled "The Concept of Trust in Socio-Economic Life and a Case Study in Turkish Financial Markets" as part of classes for a group of students coming to Poland on July 2-9, 2023. i.e. Czech Republic, Kosovo, Great Britain, Italy, Portugal, Croatia, Turkey
* Package no. 4 - Conducting classes entitled "Advanced modeling of firm financial performance in a complex international environment - example of Romanian Firms - structural equation modeling - SEM, panel econometrics, spatial analysis, cluster analysis and network analysis" as part of classes for a group of students coming to Poland on 2-9.07 .2023 i.e. Czech Republic, Kosovo, Great Britain, Italy, Portugal, Croatia, Romania
* Package no. 5 - Conducting classes entitled "Challenge of Business Doing on the International Market with a Special Attention to the Czech Republic Conditions" as part of classes for a group of students coming to Poland on July 2-9, 2023. i.e. Czech Republic, Kosovo, Great Britain, Italy, Portugal, Croatia

**Part 2 - Supervision of students - 9 packages were separated**

* **Package no. 1 -** Supervising of a group of students coming to Poland as participants of the MP2 program from the Czech Republic on time July 2-9, 2023 The care will consist in meeting the student group at the meeting point, i.e. the country of departure/departure, joint transfer to the place of accommodation and to the Lodz University of Technology, supervision over participation in the program during their stay in Poland, including providing information on the program being implemented, scholarship formalities and coordination of the group during trips and study visits to the company.
* **Package no. 2 -** Supervising a group of students coming to Poland as participants of the MP2 program from Ukraine on time April 16-23,.2023. Care will consist in meeting with the student group at the meeting point, i.e. the country of departure/departure, joint transfer to the place of accommodation and to the Lodz University of Technology, supervision over participation in the program during their stay in Poland, including providing information on about the program, scholarship formalities and coordination of the group during trips and study visits to the company.
* **Package No. 3 -** Supervising of students coming to Poland as participants of the MP2 program from North Macedonia on April 16-23, 2023. Care will consist in meeting the student group at the meeting point, i.e. the country of departure / departure, joint transfer to the destination accommodation and to the Lodz University of Technology, supervision over participation in the program during their stay in Poland, including providing information on the program, scholarship formalities and coordination of the group during trips and study visits to the company.
* **Package No. 4 -** Supervising a group of students coming to Poland as participants of the MP2 program from Kosovo on July 2-9, 2023 The care will consist in meeting the student group at the meeting point, i.e. the country of departure/departure, joint transfer to the place of accommodation and to the Lodz University of Technology, supervision over participation in the program during their stay in Poland, including providing information on the program being implemented, scholarship formalities and coordination of the group during trips and study visits to the company**.**
* **Package No. 5 -** Supervising a group of students coming to Poland as participants of the MP2 program from Great Britain on July 2-9, 2023. The care will consist in meeting the student group at the meeting point, i.e. the country of departure/departure, joint transfer to the place of accommodation and to the Lodz University of Technology, supervision over participation in the program during their stay in Poland, including providing information on the program being implemented, scholarship formalities and coordination of the group during trips and study visits to the company.
* **Package no. 6 -** Supervising a group of students coming to Poland as participants of the MP2 program from Germany on time April 16-23,.2023. Care will consist in meeting with the student group at the meeting point, i.e. the country of departure/departure, joint transfer to the place of accommodation and to the Lodz University of Technology, supervision over participation in the program during their stay in Poland, including providing information on about the program, scholarship formalities and coordination of the group during trips and study visits to the company**.**
* **Package no. 7 -** Supervising a group of students coming to Poland as participants of the MP2 program from Italy on timeJuly 2-9, 2023. The care will consist in meeting the student group in the place i.e. the country of departure/departure, joint transfer to the place of accommodation and to the Lodz University of Technology, supervision over participation in the program during their stay in Poland, including providing information on the program being implemented, scholarship formalities and coordination groups during trips and study visits to the company.
* **Package no. 8 -** Supervising group of students coming to Poland as participants of the MP2 program from Portugal on time July 2-9, 2023 The care will consist in meeting the student group at the meeting point, i.e. the country of departure/departure, joint transfer to the place of accommodation and to the Lodz University of Technology, supervision over participation in the program during their stay in Poland, including providing information on the program being implemented, scholarship formalities and coordination of the group during trips and study visits to the company.
* **Package No. 9 -** Supervising a group of students coming to Poland as participants of the MP2 program from Croatia on July 2-9, 2023. The care will consist in meeting the student group at the meeting point, i.e. the country of departure/departure, joint transfer to the place of accommodation and to the Lodz University of Technology, supervision over participation in the program during their stay in Poland, including providing information on the program being implemented, scholarship formalities and coordination of the group during trips and study visits to the company.

1. 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,
2. The agreement is implemented under the SPINAKER 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)**
3. The Contracting Authority and the Contractor are obliged to cooperate in the performance of this contract in order to properly perform the contract.
4. 5. The confirmation of the completion of the subject of the order will be the acceptance report of the subject of the agreement, constituting Appendix No. 3 to this agreement.
5. 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 subject of the contract referred to in §1 within the following period:

**a) For Part 1 - Classes with students:**

* **Package no. 1** - Conducting classes entitled "Business in Ukraine during the War: Crisis Management among Ukrainian enterprenership" on April 16-23, 2023.
* Package no. 2 - Conducting classes entitled "How Design Thinking and Competitive Intelligence Help Organizations Stand Out and Succeed in Latvian Enterprises" on April 16-23, 2023.
* **Package n+1**………………………………………………………………………………………………………….

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* **Package n+2**- ……………………………………………………………………………………………………………

……………………………………………………………………………………………………………………………………………………………………………….. ……………………………………………………………………….

* **Package no. n+X** …………………………………………………………………………………………………………

…………………………………………………………………………………………………………………………………………………………………………………………………….. ……………………………..…..

The Contractor will be obliged to develop an outline of the classes referred to in point 1 lit. a) of this paragraph in English, considering the specifics of management in the country where the participants of the lectures, for which the Contractor is responsible, will come. The Contractor is obliged to submit to the Principal for approval the prepared outline of classes no later than 5 days before the start of the lectures. The Principal is obliged to accept the submitted outline or to make comments to it no later than 3 days after receiving the outline from the Contractor, and the Contractor is obliged to consider any comments and/or changes when conducting lectures. Lack of comments from the Principal within the set 3-day period is tantamount to acceptance of the outline.

**c) For Part 2 - Care of students:**

* Package no. 1 – Taking care of a group of students coming to Poland as participants of the MP2 program from the Czech Republic on time July 2-9, 2023
* Package no. 2 – Taking care of a group of students coming to Poland as participants of the MP2 program from Ukraine on time April 16-23, 2023
* Package n+1………………………………………………………………………………………………………… - ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………..
* Package n+2…………………………………………………………………………………………………………….. ………………………………………………………………………………………………………………… ……………………………………………………….. ………………………………………………………………… …………………………………………………………………………………………………………………………..
* Package no. n+X ……………………………………………………………………………………………………… - ……………………………………………………………………………………………………………………………..………………………………………………………………………………………………………………………

2. The Subject of the Order referred to in §1 of this Agreement will be performed both in the premises of the Contracting Authority with the use of its tools, devices and energy, as well as outside the premises of the Contracting Authority, without the use of its tools, devices and energy, e.g. – Classes with students conducted in companies during study visits, or even the study visits themselves carried out as part of Part 2 – Student Care.

3. In the event of performing the activities specified in § 1 of the Agreement at the seat of the Contracting Authority:

a. The Contractor is obliged to comply with applicable health and safety regulations and perform work in a manner consistent with the provisions and principles of occupational health and safety.

b. The Contractor undertakes to comply with the order, health and safety and fire protection regulations in force on the premises of the Contracting Authority.

c. The contractor is obliged to ensure, on its own, the possession and proper use of personal protective equipment and workwear necessary to perform the activities specified in § 1 of the contract.

d. The Contractor declares that the person assigned by the Contractor to perform the subject of the agreement has documents confirming the correct selection and validity (expiry date not shorter than the time of completion of a given stage of work) of individual and collective protective equipment and workwear necessary to perform the activities specified in § 1 of the agreement which are made available at the Customer's request.

e. The Contracting Authority is entitled to prevent the person assigned to perform the subject of the contract by the Contractor from performing the works covered by this contract if it finds that this person does not have and/or does not use personal protective equipment or workwear required in point c).

f. In the case of particularly dangerous works, the Contracting Authority acquaints the person directed by the Contractor to perform the subject of the contract with the occupational risk assessment related to the performance of activities specified in § 1 of the contract.

g. The Contractor declares that the person assigned to perform the subject of the contract has a valid medical certificate on the lack of contraindications to perform the activities specified in § 1 of the contract.

h. The person assigned by the Contractor to perform the subject of the contract is subject to the control of the management of the unit in which the services covered by this contract will be performed, and persons acting on its behalf in accordance with the requirements of occupational health and safety and all related legal acts. The inspection is only intended to ensure compliance of the work with the indicated rules and regulations.

1. All results generated under this agreement will be marked with the required Project logos.
2. 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.
3. 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.

**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 remuneration referred to in paragraph 1 shall be fixed throughout the duration of the contract.
3. 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.
4. 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.
5. 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.
6. The date of payment shall be the date of debiting the Contracting Authority 's bank account.
7. The Contracting Authority has an account on the [https://brokerpefexpert.efaktura.gov.pl](https://brokerpefexpert.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

Wólczańska 221, 93-005 Lodz

1. 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.
2. 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.
3. If the Contractor fails to comply with the obligations set out in the provisions referred to in paragraph 8 of this paragraph, and the Contracting Authority suffers damage in this respect, the Contractor shall be obliged to repair it in full.
4. 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.
5. 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.
6. 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:
   1. 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,
   2. 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,
   3. 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.

**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
5. 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.
6. In the event of the Contracting Authority 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.

* + 1. 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:
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),
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 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,
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. Upon receipt of the work, the Contracting Authority acquires ownership of the media on which the work was recorded.
15. 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 Contracting Authority, 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 parag. 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.
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:
5. provide comprehensive explanations to the controllers;
6. provide the controllers with all available information related to the performance of the contract;
7. provide access to routinely prepared reports and documents, and any documentation created during the term of the contract;
8. carrying out operations and works indicated by the inspectors aimed at demonstrating the correctness of the process of implementing the subject of the contract;
9. 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.
10. 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.
11. 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.
12. 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.
13. If the Contracting Authority finds at the inspection stage any deficiencies in the implementation of the provisions of the contract, the Contracting Authority 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.
14. The Contractor undertakes to comply with the recommendations of the Contracting Authority, which are the result of the inspection, within the time limit indicated by the Contracting Authority

**Article 12**

**Protection of personal data**

According to Art. 13 sec. 1 and 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Regulation on data protection), hereinafter "GDPR", the Contracting Authority informs that:

1. The administrator of the Contractor's personal data or data obtained from the Contractor during the term of this contract is: Lodz University of Technology, with its registered office in Lodz, at ul. Żeromskiego 116, 90-924 Łódź;

2. The Contracting Authority has appointed a Data Protection Officer who can be contacted in matters relating to the processing of personal data at the following e-mail address: rbi@adm.p.lodz.pl

3. The personal data administrator processes the Contractor's personal data only for the purpose of implementing this contract, implementing the Project, in particular confirming the eligibility of expenditure, providing support, monitoring, evaluation, control, audit and reporting, and in connection with the determination or pursuit of claims or defense against any claims . In this case, providing data is mandatory, and the basis for the processing of personal data is the concluded contract and the provisions of applicable law (Article 6(1)(c) of the GDPR)

4. The personal data provided may also be entrusted to specialized companies that carry out, on behalf of the Contracting Authority, the Intermediate Body and the Beneficiary, evaluations, controls and audits under the Project

5. The personal data provided may be made available to bodies authorized in accordance with applicable law (e.g. entities participating in the European funds implementation system)

6. Personal data will be stored in accordance with art. 97 sec. 1 of the Public Procurement Law, for a period of 4 years from the date of completion of the contract award procedure or for the period necessary to achieve the project's goal, until the obligation to store data resulting from legal provisions expires

7. In connection with the processing of personal data, the Contractor has the following rights:

a) pursuant to art. 15 of the GDPR, the right to access your personal data, including the right to obtain a copy of this data;

b) pursuant to art. 16 GDPR, the right to rectify your personal data;

c) pursuant to art. 18 of the GDPR, the right to request the administrator to limit the processing of personal data, subject to the cases referred to in art. 18 sec. 2 GDPR;

d) the right to lodge a complaint to the President of the Office for Personal Data Protection, when the Contractor considers that the processing of personal data concerning him violates the provisions of the GDPR;

8. In relation to personal data, decisions will not be made in an automated manner in accordance with art. 22 GDPR;

9. The Contractor is not entitled to:

a) In connection with art. 17 sec. 3 lit. b, d or e GDPR, the right to delete personal data;

b) The right to transfer personal data referred to in art. 20 GDPR;

c) Pursuant to art. 21 of the GDPR, the right to object to the processing of personal data, because the legal basis for the processing of the Contractor's personal data is art. 6 sec. 1 lit. c GDPR;

10. The information clause referred to in par. 1, the Contractor is obliged to make available and transfer to all persons he used to perform the subject of this contract.

**Article 13**

**Entrusting the processing of personal data**

Due to the fact that as part of the performance of the subject of this contract, the Contractor will have access to the Administrator's personal data - the Contracting Authority entrusts the processing of this data to the Contractor - Processing Entity (entrustment agreement) according to the content, which states that:

1. The Contracting Authority, as the Administrator, in accordance with art. 28 section 3 of the GDPR, entrusts the Contractor, as the Processor, in accordance with art. 28 of the GDPR, activities related to the processing of personal data, provided that the Intermediate Body does not object

2. The Contractor undertakes to process the personal data entrusted by the Contracting Authority in accordance with the provisions of generally applicable law on the protection of personal data, in particular with the GDPR;

3. The Contractor declares that he is familiar with the generally applicable provisions of the law on the protection of personal data;

4. The entrustment takes place for the purpose of the proper implementation of this Agreement. The period of entrusting personal data includes the period of implementation of this Agreement and the period necessary due to the need to archive information related to the Agreement or necessary due to the need to make any settlements related to the Agreement.

5. The entrustment includes personal data of students **coming to Poland as participants of the MP2 program - students involved in the implementation of the Project**

6. The contractor may use personal data entrusted for processing only:

a) for purposes related to the implementation of the subject of the Agreement;

b) to the extent necessary for the implementation of this Agreement.

7. The Contractor, in order to secure the personal data entrusted for processing, undertakes to take technical and organizational measures to ensure that the processing meets the requirements of the GDPR, the Regulations of the Operational Program Knowledge Education Development, whose administrator is the minister competent for regional development and protects the rights of persons whose data concern. In particular, this includes the measures referred to in Articles 24 and 32 of the GDPR

8. The Contractor undertakes to exercise due diligence in the processing of entrusted personal data;

9. The Contractor will allow only persons with appropriate personal authorizations to process personal data to process personal data. For this purpose, the Contracting Authority authorizes the Contractor to issue and revoke personal authorizations to process personal data and to keep records of these persons. The template of the authorization to process personal data is attached as **Appendix 5** to the agreement, while the template of revocation of the authorization to process personal data is attached as **Appendix 6** to the agreement;

10. The Contractor shall undertake to keep secret the processed data of the persons he authorizes to process such data for the purpose of the performance of this contract, both during their employment with the Contractor and after its termination;

11. The contractor is obliged to have appropriate documentation describing the method of personal data processing as well as technical and organizational measures to ensure the protection of personal data being processed, including in particular the security policy and the instructions for managing the IT system used for personal data processing.

12. In the event of a violation of personal data protection, in particular as referred to in art. 4 point 12 of the GDPR, the Contractor is obliged to immediately inform the Contracting Authority, in writing and additionally to the e-mail address for correspondence indicated in this contract, about this fact within 24 hours, indicating the circumstances and scope of the violation. Information for the Beneficiary includes:

a) the nature of the personal data breach, including, where possible, the categories and approximate number of data subjects and the categories and approximate number of personal data records affected by the breach;

b) name and contact details of the Contractor's data protection officer or designation of another person on the Contractor's side from whom more information can be obtained;

c) the possible consequences of a personal data breach;

d) a description of the measures taken or proposed by the Contractor to address the personal data breach, including, where appropriate, measures aimed at minimizing the possible negative effects of the breach.

13. The Contractor keeps records of persons authorized to process personal data in connection with the performance of this contract

14. The Contracting Authority is entitled to carry out inspections at the Contractor, including inspections, in order to determine whether the Contractor meets the obligations in the field of data protection. Inspection activities may consist in particular in:

a) preparing a note on activities, in particular on the collected explanations, inspections and activities related to access to devices, carriers and IT systems used to process personal data;

b) receiving explanations from persons processing entrusted personal data;

c) making copies of received documents;

d) making a copy of the image displayed on the screen of the device that is part of the IT system used to process or secure the entrusted personal data;

e) making copies of records of the IT system used to process the entrusted personal data or records of the configuration of technical security measures of this system.

15. The control referred to in par. 14 will be carried out during the Contractor's working hours. The Contracting Authority shall notify the Contractor of the planned inspection in writing at least 5 days before its commencement. The Contracting Authority draws up a report on the inspection carried out and provides a copy of it to the Contractor. The content of the report includes, in particular, the Contractor's actions or omissions, resulting in a breach of the data entrustment agreement or a breach of generally applicable provisions on the protection of personal data, including the GDPR.

16. The Contractor, within the time limit agreed with the Contracting Authority, removes the violations indicated in the report referred to in para. 15 of this paragraph.

17. If the Contractor, while implementing the contract, commissions subcontractors with work during which personal data will be processed, he will entrust them, with the consent of the Contracting Authority, by way of a written contract, with the processing of such data under the conditions consistent with the provisions of this contract. In the event of commissioning work to subcontractors, the Contractor shall be liable for damages arising to the Contracting Authority or third parties as a result of the processing of personal data by subcontractors in violation of this agreement or the provisions of generally applicable law;

18. The Contractor is responsible for providing or using personal data contrary to the content of the contract, and in particular for making available personal data entrusted for processing to unauthorized persons;

19. In the event of a violation by the Contractor of the rules for the processing of personal data as specified in the contract (including regarding submitted statements), generally applicable provisions, including in particular the GDPR, or relevant executive acts and the Contracting Authority incurs any damage as a result The Contractor is obliged to cover the full damage of the Employer. The term damage should be understood as actual damage ("damnum emergens") and lost profits ("lucrum cessans"). The Contractor undertakes to immediately inform the Contracting Authority, in writing and additionally to the e-mail address for correspondence indicated in this contract, about any proceedings, in particular administrative or court proceedings, regarding the processing by the Contractor of personal data specified in the contract, about any administrative decision or judgment regarding the processing of this data, addressed to the Contractor, as well as about any planned, if known, or ongoing inspections and inspections regarding the processing of this personal data at the Contractor, in particular carried out by inspectors authorized by the supervisory authority;

20. During the term of this contract, the Contractor shall ensure full protection of personal data and compliance with all current and future laws regarding the protection of personal data and privacy;

21. In the event of a change in the law or issuance by the relevant authorities of new guidelines or interpretations regarding the application of provisions on the protection and processing of personal data, the Contractor undertakes to apply them, and the Contracting Authority allows changes to the manner of performance of the contract or changes to the scope of the contractor's services forced by such changes in the law

**Article 14**

**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 Contracting Authority:
3. Contact persons: ....................., tel. ...........................email:...........................
4. Correspondence address: ..................
5. Persons and contacts on the side of the Contractor:
6. Contact persons: ....................., tel. ...........................email:...........................
7. Correspondence address: ..................

**Article 15**

**Final provisions**

1. 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 Contracting Authority.
2. In matters not regulated by this agreement, the relevant provisions of the Public Procurement Law and the Civil Code shall apply.
3. The contract was drawn up in two identical copies, one for each party.
4. The agreement is valid from the date of conclusion.

***Annexes to the Agreement***

*1. Attachment No. 1 - Description of the Subject of the Order,*

*2. Appendix No. 2 - Contractor's offer,*

*3. Appendix No. 3 - Template of the acceptance report,*

*4. Appendix No. 4 - Current excerpt from the National Court Register / Current excerpt from the Contractor's Business Activity Register or other registration document,*

*5. Appendix No. 5 - Template of authorization to process personal data,*

*6. Appendix No. 6 - Revocation of authorization to process personal data,*

**Purchaser The Contractor**

**Annex 3 to the model contract**

**(PATTERN)**

**Acceptance report of delivery/services/construction works1**

## **Title and subject of the contract:**

…………………………………………………………………………………………………………………………………………………………………………………………………

* + - 1. **Contracting Authority**

Lodz University of Technology - Institute **of Management** NIP 727 002 18 95, with its registered office in Łódź at Wólczańska 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**

## **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)*

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

## **Price: offer:**

………………………………………………….

## **Price: paid:**

………………………………………………….

## **Deadline: contractual ...................** ............

actual ............ *......*

Comments

……..................................................................................................................................................................... .

## **Scope of the contract:**

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

Comments

……......................................................................................................................................................................

Faults/Deficiencies1:yesno Yes No

Deadline for rectification of defects/deficiencies1: ............

Comments

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

## **Aboutreceipt subject of the contract:** Yes No

……………………….…………………………………………

*Signature of the Contractor*

………………………………………………………………….

*Signatures of the* Contracting Authority *representatives*

Boat, on .......................................... year

*Zatwierdzam*

………………………………………………………………

*Signature of the representative*

*or Head of Unit*

Łódź, on .......................................... year

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1 Delete where not applicable

**Appendix No. 5 to the Mandate Contract**

**Lodz, on .....................................................**

**AUTHORIZATION NO. ……………**

**for the processing of personal data**

**I authorize Mrs/Mrs ………………….……………………………….... to process personal data in the scope of………………………………………… ……………………………………………………………………**

**The authorization is issued for an indefinite period/expires on …………………..……………….. (\*)**

**…………………………………..………….….**

**(signature)**

**(\*) delete as appropriate**

**Appendix No. 6 to the Mandate Contract**

**Lodz, on .....................................................**

**REVOCATION OF AUTHORIZATION NO. ……………**

**for the processing of personal data**

**As of ……………….… I revoke the authorization No. …………………….….. to process personal data issued for Mrs/Mr ………………………………………… .…………..**

**………………………………….…………………….**

**(signature)**

........................................................   
*(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 Wólczańska 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): W8/382/2023/03/1, 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**

* The Contracting Authority orders and the Contractor undertakes to perform the work consisting of:[[3]](#footnote-3)

**Part 1 - Classes with students - 5 packages were distinguished:**

* Package no. 1 - Conducting classes entitled "Business in Ukraine during the War: Crisis Management among Ukrainian enterprenership" as part of classes for a group of students coming to Poland on April 16-23, 2023, i.e. Ukraine, North Macedonia, Germany,
* Package no. 2 - Conducting classes entitled "How Design Thinking and Competitive Intelligence Help Organizations Stand Out and Succeed in Latvian Enterprises" as part of classes for a group of students coming to Poland on April 16-23, 2023.i.e. Ukraine, Łatvia, Germany,
* Package no. 3 - Conducting classes entitled "The Concept of Trust in Socio-Economic Life and a Case Study in Turkish Financial Markets" as part of classes for a group of students coming to Poland on July 2-9, 2023. i.e. Czech Republic, Kosovo, Great Britain, Italy, Portugal, Croatia, Turkey
* Package no. 4 - Conducting classes entitled "Advanced modeling of firm financial performance in a complex international environment - example of Romanian Firms - structural equation modeling - SEM, panel econometrics, spatial analysis, cluster analysis and network analysis" as part of classes for a group of students coming to Poland on 2-9.07 .2023 i.e. Czech Republic, Kosovo, Great Britain, Italy, Portugal, Croatia, Romania
* Package no. 5 - Conducting classes entitled "Challenge of Business Doing on the International Market with a Special Attention to the Czech Republic Conditions" as part of classes for a group of students coming to Poland on July 2-9, 2023. i.e. Czech Republic, Kosovo, Great Britain, Italy, Portugal, Croatia

**Part 2 - Supervision of students - 9 packages were separated**

* **Package no. 1 -** Supervising of a group of students coming to Poland as participants of the MP2 program from the Czech Republic on time July 2-9, 2023 The care will consist in meeting the student group at the meeting point, i.e. the country of departure/departure, joint transfer to the place of accommodation and to the Lodz University of Technology, supervision over participation in the program during their stay in Poland, including providing information on the program being implemented, scholarship formalities and coordination of the group during trips and study visits to the company.
* **Package no. 2 -** Supervising a group of students coming to Poland as participants of the MP2 program from Ukraine on time 16-23.04.2023. Care will consist in meeting with the student group at the meeting point, i.e. the country of departure/departure, joint transfer to the place of accommodation and to the Lodz University of Technology, supervision over participation in the program during their stay in Poland, including providing information on about the program, scholarship formalities and coordination of the group during trips and study visits to the company.
* **Package No. 3 -** Supervising of students coming to Poland as participants of the MP2 program from North Macedonia on April 16-23, 2023. Care will consist in meeting the student group at the meeting point, i.e. the country of departure / departure, joint transfer to the destination accommodation and to the Lodz University of Technology, supervision over participation in the program during their stay in Poland, including providing information on the program, scholarship formalities and coordination of the group during trips and study visits to the company.
* **Package No. 4 -** Supervising a group of students coming to Poland as participants of the MP2 program from Kosovo on July 2-9, 2023 The care will consist in meeting the student group at the meeting point, i.e. the country of departure/departure, joint transfer to the place of accommodation and to the Lodz University of Technology, supervision over participation in the program during their stay in Poland, including providing information on the program being implemented, scholarship formalities and coordination of the group during trips and study visits to the company**.**
* **Package No. 5 -** Supervising a group of students coming to Poland as participants of the MP2 program from Great Britain on July 2-9, 2023. The care will consist in meeting the student group at the meeting point, i.e. the country of departure/departure, joint transfer to the place of accommodation and to the Lodz University of Technology, supervision over participation in the program during their stay in Poland, including providing information on the program being implemented, scholarship formalities and coordination of the group during trips and study visits to the company.
* **Package no. 6 -** Supervising a group of students coming to Poland as participants of the MP2 program from Germany on time 16-23.04.2023. Care will consist in meeting with the student group at the meeting point, i.e. the country of departure/departure, joint transfer to the place of accommodation and to the Lodz University of Technology, supervision over participation in the program during their stay in Poland, including providing information on about the program, scholarship formalities and coordination of the group during trips and study visits to the company**.**
* **Package no. 7 -** Supervising a group of students coming to Poland as participants of the MP2 program from Italy on timeJuly 2-9, 2023. The care will consist in meeting the student group in the place i.e. the country of departure/departure, joint transfer to the place of accommodation and to the Lodz University of Technology, supervision over participation in the program during their stay in Poland, including providing information on the program being implemented, scholarship formalities and coordination groups during trips and study visits to the company.
* **Package no. 8 -** Supervising group of students coming to Poland as participants of the MP2 program from Portugal on time July 2-9, 2023 The care will consist in meeting the student group at the meeting point, i.e. the country of departure/departure, joint transfer to the place of accommodation and to the Lodz University of Technology, supervision over participation in the program during their stay in Poland, including providing information on the program being implemented, scholarship formalities and coordination of the group during trips and study visits to the company.
* **Package No. 9 -** Supervising a group of students coming to Poland as participants of the MP2 program from Croatia on July 2-9, 2023. The care will consist in meeting the student group at the meeting point, i.e. the country of departure/departure, joint transfer to the place of accommodation and to the Lodz University of Technology, supervision over participation in the program during their stay in Poland, including providing information on the program being implemented, scholarship formalities and coordination of the group during trips and study visits to the company.

**2. The works specified in § 1 section 1 of this contract will be performed by the Contractor on the following dates:**

**a) For Part 1 - Classes with students:**

* Package no. 1 - Conducting classes entitled "Business in Ukraine during the War: Crisis Management among Ukrainian enterprenership" on April 16-23, 2023.
* Package no. 2 - Conducting classes entitled "How Design Thinking and Competitive Intelligence Help Organizations Stand Out and Succeed in Latvian Enterprises" on April 16-23, 2023.
* Package n+1 - ………………………………………………………………………………………………………………… …………………………………………………….………………………………………………………………… …………………………………………………………………………………………………………………………..
* Package n+2 - ………………………………………………………………………………………………………………… ……………………………………………………….. ……………………………………………………………………… ………………………………………………………………………………………………………………………………..
* Package no. n+X - ………………………………………………………………………………………………………………… ……………………………………………………….. ……………………………………………………………………… ………………………………………………………………………………………………………………………………..

b) The Contractor will be obliged to develop an outline of the classes referred to in point 1 lit. a) of this paragraph in English, considering the specifics of management in the country where the participants of the lectures, for which the Contractor is responsible, will come. The Contractor is obliged to submit to the Principal for approval the prepared outline of classes no later than 5 days before the start of the lectures. The Principal is obliged to accept the submitted outline or to make comments to it no later than 3 days after receiving the outline from the Contractor, and the Contractor is obliged to consider any comments and/or changes when conducting lectures. Lack of comments from the Principal within the set 3-day period is tantamount to acceptance of the outline.

**c) For Part 2 - Care of students:**

* Package no. 1 – Taking care of a group of students coming to Poland as participants of the MP2 program from the Czech Republic on time
* July 2-9, 2023
*  Package no. 2 – Taking care of a group of students coming to Poland as participants of the MP2 program from Ukraine on time
* April 16-23, 2023
* Package n+1 - ………………………………………………………………………………………………………………… ……………………………………………………….. ………………………………………………………………… …………………………………………………………………………………………………………………………..
* Package n+2 - ………………………………………………………………………………………………………………… ……………………………………………………….. ………………………………………………………………… …………………………………………………………………………………………………………………………..
* Package no. n+X - ………………………………………………………………………………………………………………… ……………………………………………………….. ………………………………………………………………… ……………………………………………………………………………………………………………………..

3. The total maximum number of hours of order execution may not exceed **HH hours.**

4. If it is necessary to exceed the maximum number of hours indicated above, the Contractor is obliged to notify the Principal of this fact in advance in order to prepare an annex to this agreement.

5. The Contractor is obliged to specify on the bill each time the number of hours of order execution in the period covered by the bill.

6. The parties state that the works covered by the contract do not fall within the scope of the obligations arising from the employment contract with the Lodz University of Technology and do not fall within the scope of the Contractor's business activity.

7. The Contractor declares that he has the appropriate qualifications required to perform the activities specified in section 1.

8. The Agreement is implemented under the SPINAKER Program - Intensive International Education Programs

Recruitment No. 25/2021 of September 21, 2021, Project entitled "Design thinking in search of innovative solutions in an international environment", co-financed by the European Union from the European Social Fund under the Operational Program 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).

9. The Contractor undertakes to perform the subject of the order in accordance with the provisions of this agreement and in accordance with the guidelines contained in Appendix No. 1 to this agreement, constituting the Description of the Subject of the Order,

10. The Contracting Authority and the Contractor are obliged to cooperate in the performance of this contract in order to properly perform the order.

**Article 2**

1. The Contractor undertakes to perform the work personally, assuming the utmost diligence required in the execution of the Subject of the Order.

2. The receipt of the Subject of the Agreement will take place on the basis of the acceptance report, constituting **Annex No. 3** to this Agreement.

3. The Subject of the Order referred to in §1 of this Agreement will be performed both in the premises of the Contracting Authority with the use of its tools, devices and energy, as well as outside the premises of the Contracting Authority, without the use of its tools, devices and energy, e.g. – Classes with students conducted in companies during study visits, or even the study visits themselves carried out as part of Part 2 – Supervision of students

4. The Principal reserves the right to postpone the deadline for the performance of the Subject of the Agreement, after consultation with the Contractor, as a result of circumstances independent and not attributable to the Principal.

5. The Principal reserves the right to extend, after consultation with the Contractor, the deadline for the completion of the subject of the Agreement, in accordance with the required dates for the implementation of the Project.

6. All results generated under this agreement will be marked with the required Project logos.

**Article 3**

1. For the execution of, listed in §1 section 1, the Contractor will receive the gross remuneration of ……………………………….. (in words: ………………………………………………), in accordance with the submitted in this procedure the Contractor's offer, constituting Appendix No. 2 to this Agreement.

2. The basis for the payment of remuneration is confirmation on the account by the Principal of the timely and correct performance of the works listed in § 1 and the presentation to the Principal of the acceptance protocol, constituting Annex 3 to this Agreement.

3. Payment of the remuneration will take place within the time limit applicable to the Principal, set for payments under contracts of mandate, to the Contractor's bank account indicated on the account, subject to section 5.

4. If a bank account is not provided on the account, the remuneration listed in §3 section 1 will be transferred to the Contractor via post to the address of residence provided in this contract. The costs of transferring remuneration in this form shall be borne by the Contractor.

5. In addition to the remuneration specified in par. 1 The Contractor will be reimbursed for travel costs on the terms specified

in separate regulations YES □ / NO □ \*\*

6. Payment of the remuneration will take place within the time limit applicable at the Contracting Authority set for payments under mandate contracts i.e. by the 20th day of a given month, provided that the invoice is delivered to the Contracting Authority by the 8th day of a given month at the latest, or by the 25th day of a given month, provided that the invoice is delivered to the Contracting Authority by the 20th day of a given month at the latest for the performance of the order referred to in §1,

7. The remuneration referred to in point 6 of this paragraph will be paid to the Contractor's bank account indicated on the bill, subject to section 4.

8. The Contractor guarantees that the gross remuneration will remain unchanged throughout the term of the contract.

9. The remuneration specified in sec. 1 of this paragraph, satisfies all claims of the Contractor for the performance of the subject of the contract. The Contractor, in addition to the amount of remuneration specified in section 1 of this paragraph, there are no property claims against the Principal for the performance of the subject of the contract.

10. The Contractor declares that his professional involvement in the implementation of all projects financed from structural funds and the cohesion fund as well as activities financed from other sources, considering the commitment resulting from this agreement, does not exceed and during the period of implementation of this agreement will not exceed 276 hours per month.

**Article 4**

1. The transfer of proprietary copyrights to the developed training materials and all the results of works created in connection with the performance of the contract that may be subject to copyright, takes place in the scope of all fields of use known at the time of concluding the contract, in particular:

1. permanent or temporary recording or reproduction, in whole or in part, by any means and in any form, regardless of the format, system or standard, including printing technique, magnetic recording technique, technique or by entering into computer memory as well as permanent or temporary recording or multiplication of such records, including the making of copies and free use and disposal of these copies,
2. placing on the market, lending, rental or lease of the original or copies,
3. creating new versions, elaborations and adaptations (translation, adaptation, layout change or any other changes),
4. public dissemination, in particular displaying, public reproduction, broadcasting and re-broadcasting in any system or standard, as well as making the work publicly available in such a way that everyone can access them at a place and time of their choice, in particular electronic sharing on task,
5. dissemination on the Internet and in closed networks,
6. broadcasting by means of sound or vision, in a wireless manner (by terrestrial and satellite) or in a wired manner, in any system and standard, including also via cable networks and digital platforms,
7. 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,
8. permission to create studies, alterations and adaptations of the work, the right to dispose of studies, alterations 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. In the event that the Contracting Authorityneeds to acquire rights to the work in other fields of exploitation than those specified in § 9 para. 1 of the Agreement, the Contractor will be obliged to transfer to the Contracting Authority, at his 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 agreement, as part of the remuneration, referred to in § 4 section 1. The parties should conclude the agreement in question within 7 calendar days from the date of receipt by the Contractor of the request to sign it. Failure to sign the contract on the indicated terms will result in the obligation to pay a contractual penalty in the amount of 20% of the gross amount specified in § 4 section 1.

3. The Contractor declares and warrants that he will not exercise his personal rights in a way that restricts the Contracting Authorityin exercising the rights to the work. The principal is entitled to decide on the publication of the work and to decide on maintaining its integrity.

4. The Contractor declares that the created 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 have occurred that prevent the use of the work by the Contracting Authority, the Contractor, within the time limit indicated by the Contracting Authority, is obliged to deliver another version of the work free of defects, meeting the requirements of the Contracting Authorityand to repair damages resulting from this on the part of the Ordering Party.

7. Upon receipt of the work, the Principal acquires ownership of the media on which the work was recorded.

8. The remuneration referred to in § 4 sec. 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 economic copyrights to the work to the Contracting Authority, in accordance with the provisions of this agreement.

**Article 5**

1. For the purposes of proper taxation of income from the conclusion of this contract, as a Contractor, I declare that:

* I present 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 art. 29 sec. 2 of the Act of July 26, 1991 on personal income tax (i.e. Journal of Laws 2022, item 2647);
* I do not present a residence certificate and therefore I am applying for taxation of income from the above-mentioned agreement in accordance with art. 29 section 1 point 1 of the Act of July 26, 1991. on personal income tax (i.e. Journal of Laws of 2022, item 2647, as amended) with the effects of taxation of income from a contract of mandate under the rules applicable in Poland.

**Article 6**

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 the expenses incurred can be identified.

3. The Contractor undertakes to keep the documentation specified in section 1-2, as well as to store in paper and electronic form recorded materials regarding the implementation of the subject of the agreement in accordance with applicable regulations specifying the period for storing documents related to the implementation of Projects co-financed from European Union funds, subject to section 4.

4. If it is necessary to extend the period for storing the documentation referred to in sec. 3, the Principal shall notify the Contractor in writing before the expiry of this period.

5. The notification referred to in par. 4, means the need to extend the period of documentation storage by the date 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 7**

1. The Contractor shall provide the Contracting Authorityand 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 inspection by the Contracting Authority and other authorized entities (in particular entities financing the project under which the contract is performed) in terms of the correctness of the performance of the subject of the contract.

3. The Contracting Authoritymay order the inspection to be performed by third parties or third parties, in particular external auditors.

4. In the case of the control referred to in par. 2, the Contractor is obliged at least to:

a) provide the inspectors with exhaustive explanations;

b) provide the inspectors with all available information related to the implementation of the contract;

c) providing access to routinely performed reports and documents, as well as any documentation created during the term of the agreement;

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 the inspectors 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 Contracting Authorityand other authorized entities have the right to inspect both at the Contractor's seat, at the place of performance of the subject of the contract or at any other place related to the performance of the subject of the contract.

6. The right of inspection is vested in the Contracting Authorityand 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 agreed jointly between the Principal and the Contractor. If it is not possible to set the deadlines together, they will be set by the Principal.

8. If the Contracting Authority finds, at the inspection stage, deficiencies in the implementation of the provisions of the contract, the Contracting Authorityshall call the Contractor in writing to comply with the post-inspection recommendations, indicating the deficiencies committed by the Contractor and setting a deadline for their removal not shorter than 5 business days, if the Contractor does not comply with the post-inspection recommendations within the prescribed period, the Principal will impose a contractual penalty on it, referred to in § 9 section 1 point c) this agreement.

9. The Contractor undertakes to comply with the Principal's recommendations resulting from the inspection, within the time limit indicated by the Principal

**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 Principal reserves the right to introduce significant changes to the provisions of the concluded contract. In particular, the provisions of the contract may be changed in the following scope and under the following conditions:

a) changing the content of the contract in the event of adapting the content of the contract to the current legal status,

b) change of 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 the contract,

c) changing the deadline for the execution of the Subject of the Agreement, in the event of situations on the part of the Principal preventing the execution of the order within the deadlines specified in the agreement,

d) changing the deadline (extension) for the performance of the Subject of the Agreement as a result of circumstances independent and not attributable to the Principal,

e) changing the deadline (extension) for the performance of the Subject of the Agreement, in accordance with the required deadlines for the implementation of the project,

f) change of the deadline for the performance of the Subject of the Agreement, if the Contractor is unable to perform the subject of the Agreement within the prescribed period due to the inability to meet the conditions for the performance of the Agreement, which could not be foreseen, despite due diligence, e.g. due to fortuitous events (excused absence of the expert, force majeure, state of epidemic, etc.),

g) there has been a change in the Contractor's data, e.g. a change of address.

3. Any changes to the contract may be made 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**

1. Except for duly documented cases of "force majeure", the Contractor is obliged to pay the Ordering Party the following penalties:

a) 20% of the gross remuneration referred to in § 3 sec. 1 of the contract, if the Principal terminates the contract or 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 Principal and the consent of the Principal,

b) 0.1% of the gross remuneration referred to in § 3 sec. 1 of the agreement for each commenced day of delay, in the event of failure to perform the agreement on time, i.e. failure to meet the deadlines specified in § 2 sec. 1 for reasons attributable to the Principal, but not more than 20% of the contract value,

c) in the event of the Contractor's failure to comply with the post-inspection recommendations referred to in § 7 point 8 of the agreement, the Contractor shall pay a contractual penalty of 0.02% of the total gross remuneration referred to in § 3 sec. 1 for each day of delay, but not more than 10% of the total gross remuneration referred to in § 3 sec. 1;

d) If the Contractor fails to comply with the post-inspection recommendations, the agreement and those referred to in § 11a sec. 16 of this agreement, the Contractor shall pay a contractual penalty in the amount of 0.02% of the gross remuneration referred to in § 4 sec. 1 for each day of delay, but not more than 10% of the gross remuneration referred to in § 4 sec. 1,

2. Except for duly documented cases of "force majeure", the Principal is obliged to pay the Contractor a contractual penalty for withdrawing from the contract for reasons for which the Principal is responsible in the amount of 20% of the gross remuneration referred to in § 3 section 1 of the contract.

3. "Force majeure" shall mean an event external to the Party, of a nature independent of the Party, which the Party could not have foreseen and which cannot be avoided or the consequences of which cannot be prevented. Force majeure includes in particular: flood, fire, tsunami, hurricane and other natural disasters, riots, strikes, terrorist attacks, epidemics, pandemics, warfare, radiation or contamination, introduction of security measures related to the risk of similar events. The Party whose obligations are affected by Force Majeure shall notify the other Party of the circumstances related to Force Majeure and its expected duration, as well as about the termination of Force Majeure as soon as possible. The party invoking force majeure, after its cessation, will present a proposal for further performance of the contract.

4. The Principal may claim compensation in excess of the contractual penalty on general terms.

5. Contractual penalties may be combined.

6. The total amount of contractual penalties charged for any reason may not exceed 30% of gross remuneration.

7. Payment of penalties listed in sec. 1 point b), does not release the Contractor from the obligation to perform the subject of the Contract.

**Article 10**

1. Should the Contractor fail to comply with the terms hereof, the Contracting Authorityshall 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:
3. 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;
4. the Contractor performs the contract inconsistently with its terms, in particular, fails to maintain the proper quality and standard of service performance;
5. 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;
6. the Intermediate Body withholds for any reason the financing of a project involving services provided by the Contractor.
7. 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.
8. 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**

According to Art. 13 sec. 1 and 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Regulation on data protection), hereinafter "GDPR", the Principal informs that:

1. The administrator of the Contractor's personal data or data obtained from the Contractor during the term of this agreement is: Lodz University of Technology, with its registered office in Lodz, at ul. Żeromskiego 116, 90-924 Łódź;

2. The Principal has appointed a Data Protection Officer who can be contacted in matters relating to the processing of personal data at the following e-mail address: rbi@adm.p.lodz.pl

3. The personal data administrator processes the Contractor's personal data only for the purpose of implementing this contract, implementing the Project, in particular confirming the eligibility of expenses, providing support, monitoring, evaluation, control, audit and reporting, and in connection with the determination or pursuit of claims or defense against any claims . In this case, providing data is mandatory, and the basis for the processing of personal data is the concluded contract and the provisions of applicable law (Article 6(1)(c) of the GDPR)

4. The personal data provided may also be entrusted to specialized companies that carry out, on behalf of the Managing Authority, the Intermediate Body and the Beneficiary, evaluations, controls and audits under the Project

5. The personal data provided may be made available to bodies authorized in accordance with applicable law (e.g. entities participating in the European funds implementation system)

6. The personal data will be stored in accordance with art. 97 sec. 1 of the Public Procurement Law, for a period of 4 years from the date of completion of the contract award procedure or for the period necessary to achieve the project's goal, until the obligation to store data resulting from legal provisions expires

7. In connection with the processing of personal data, the Contractor has the following rights:

a) pursuant to art. 15 of the GDPR, the right to access your personal data, including the right to obtain a copy of this data;

b) pursuant to art. 16 GDPR, the right to rectify your personal data;

c) pursuant to art. 18 of the GDPR, the right to request the administrator to limit the processing of personal data, subject to the cases referred to in art. 18 sec. 2 GDPR;

d) the right to lodge a complaint to the President of the Office for Personal Data Protection, when the Contractor considers that the processing of personal data concerning him violates the provisions of the GDPR;

8. In relation to personal data, decisions will not be made in an automated manner in accordance with art. 22 GDPR;

9. The Contractor is not entitled to:

a) in connection with art. 17 sec. 3 lit. b, d or e GDPR, the right to delete personal data;

b) the right to transfer personal data referred to in art. 20 GDPR;

c) pursuant to art. 21 of the GDPR, the right to object to the processing of personal data, because the legal basis for the processing of the Contractor's personal data is art. 6 sec. 1 lit. c GDPR;

10. The information clause referred to in par. 1, the Contractor is obliged to make available and transfer to all persons whom it used to perform the subject of this contract.

**Article 11a**

Due to the fact that as part of the performance of the subject of this contract, the Contractor will have access to the Administrator's personal data - the Principal entrusts the processing of this data to the Contractor - Processing Entity (entrustment agreement) according to the content, which states that:

1. The Contracting Authority, as the Administrator, in accordance with the content of art. 28 section 3 of the GDPR, entrusts the Contractor, as the Processor, in accordance with art. 28 of the GDPR, activities related to the processing of personal data, provided that the Intermediate Body does not object

2. The Contractor undertakes to process the personal data entrusted by the Principal in accordance with the provisions of generally applicable law on the protection of personal data, in particular with the GDPR;

3. The Contractor declares that he knows the generally applicable provisions of the law on the protection of personal data;

4. The entrustment takes place for the purpose of the proper implementation of this Contract. The period of entrusting personal data includes the period of implementation of this Contract and the period necessary due to the need to archive information related to the Agreement or necessary due to the need to make any settlements related to the Contract.

5. The entrustment includes personal data of students coming to Poland as participants of the MP2 program - students involved in the implementation of the Project

6. The Contractor may use personal data entrusted for processing only:

a) for purposes related to the implementation of the subject of the Agreement;

b) to the extent necessary for the implementation of this Agreement.

7. The Contractor, in order to secure the personal data entrusted for processing, undertakes to take technical and organizational measures to ensure that the processing meets the requirements of the GDPR, the Regulations of the Operational Program Knowledge Education Development, whose administrator is the minister competent for regional development and protects the rights of persons whose data concern. In particular, this includes the measures referred to in Articles 24 and 32 of the GDPR

8. The Contractor undertakes to exercise due diligence when processing the entrusted personal data;

9. The Contractor will allow only persons with appropriate personal authorizations to process personal data to process personal data. For this purpose, the Principal authorizes the Contractor to issue and revoke personal authorizations to process personal data and to keep records of these persons. The template of the authorization to process personal data is attached as Appendix 5 to the agreement, while the template of revocation of the authorization to process personal data is attached as Appendix 6 to the agreement;

10. The Contractor will undertake to keep secret the processed data of the persons he authorizes to process this data for the purpose of implementing this contract, both during their employment with the Contractor and after its termination;

11. The Contractor is obliged to have appropriate documentation describing the method of personal data processing as well as technical and organizational measures to ensure the protection of personal data being processed, including in particular the security policy and instructions for managing the IT system used to process personal data.

12. In the event of a violation of personal data protection, in particular as referred to in art. 4 point 12 of the GDPR, the Contractor is obliged to immediately inform the Principal, in writing and additionally to the e-mail address for correspondence indicated in this contract, about this fact within 24 hours, indicating the circumstances and scope of the violation. Information for the Principal includes:

(a) the nature of the personal data breach, including, where possible, the categories and approximate number of data subjects and the categories and approximate number of personal data records affected by the breach;

b) name and contact details of the Contractor's data protection officer or designation of another person on the Contractor's side from whom more information can be obtained;

c) the possible consequences of a personal data breach;

(d) a description of the measures taken or proposed by the Contractor to address the personal data breach, including, where appropriate, measures aimed at minimizing the possible negative effects of the breach.

13. The Contractor keeps records of persons authorized to process personal data in connection with the implementation of this contract

14. The Contracting Authority is entitled to carry out inspections at the Contractor, including inspections, in order to determine whether the Contractor meets the obligations in the field of data protection. Inspection activities may consist in particular in:

a) preparing a note on activities, in particular on the collected explanations, inspections and activities related to access to devices, carriers and IT systems used to process personal data;

b) receiving explanations from persons processing entrusted personal data;

c) making copies of received documents;

d) making a copy of the image displayed on the screen of the device that is part of the IT system used to process or secure the entrusted personal data;

e) making copies of records of the IT system used to process the entrusted personal data or records of the configuration of technical security measures of this system.

15. The control referred to in par. 14 will be carried out during the Contractor's working hours. The Contracting Authorityshall notify the Contractor of the planned inspection in writing at least 5 days before its commencement. The Contracting Authorityl draws up a report on the inspection carried out and provides a copy of it to the Contractor. The content of the report includes, in particular, the Contractor's actions or omissions, resulting in a breach of the data entrustment agreement or a breach of generally applicable provisions on the protection of personal data, including the GDPR.

16. The Contractor, within the period agreed with the Principal, removes the violations indicated in the report referred to in section 15 of this paragraph.

17. If the Contractor, while performing the contract, commissions subcontractors with work during which personal data will be processed, he will entrust them, with the Principal's consent, by way of a written contract, with the processing of such data under the conditions consistent with the provisions of this contract. In the case of commissioning work to subcontractors, the Contractor is responsible for damages that will arise to the Principal or third parties as a result of the processing of personal data by subcontractors in violation of this agreement or the provisions of generally applicable law;

18. The Contractor is responsible for providing or using personal data contrary to the content of the contract, and in particular for making available personal data entrusted for processing to unauthorized persons;

19. In the event of a breach by the Contractor of the rules for the processing of personal data as specified in the contract (including regarding submitted statements), generally applicable provisions, including in particular the GDPR, or relevant executive acts and the Principal incurs any damage in connection with this The Contractor is obliged to cover the full damage to the Principal. The term damage should be understood as actual damage ("damnum emergens") and lost profits ("lucrum cessans"). The Contractor undertakes to immediately inform the Principal, in writing and additionally to the e-mail address for correspondence indicated in this contract, about any proceedings, in particular administrative or court proceedings, regarding the processing by the Contractor of personal data specified in the contract,about any administrative decision or judgment regarding the processing of these data, addressed to the Contractor, as well as about any planned, if known, or implemented inspections and inspections regarding the processing of such personal data at the Contractor, in particular carried out by inspectors authorized by the supervisory authority;

20. During the term of this agreement, the Contractor shall ensure full protection of personal data and compliance with all current and future laws regarding the protection of personal data and privacy;

21. In the event of a change in the law or issuance by the relevant authorities of new guidelines or interpretations regarding the application of provisions on the protection and processing of personal data, the Contractor undertakes to apply them, and the Principal allows changes to the method of contract performance or changes to the scope of the contractor's services forced by such changes in law

**Article 12**

In the case of performing the activities specified in § 1 of the Agreement at the Principal's headquarters.

1. The Contractor is obliged to comply with applicable health and safety regulations and perform work in a manner consistent with the provisions and principles of occupational health and safety.

2. The Contractor undertakes to comply with the order, health and safety and fire protection regulations in force at the Contracting Authority’s premises.

3. The Contractor is obliged to ensure, on its own, possession and proper use of personal protective equipment and workwear necessary to perform the activities specified in § 1 of the Contract.

4. The Contractor declares that he has documents confirming the correct selection and validity (expiry date not shorter than the time of completion of a given stage of work) of individual and collective protective equipment and workwear necessary to perform the activities specified in § 1 of the contract, which he makes available at the request of the Contracting Authority.

5. The Principal is entitled to prevent the Contractor from performing works covered by this agreement if he finds that the Contractor does not have and/or does not use personal protective equipment or workwear required in section 3.

6. In the case of particularly dangerous work, the Principal acquaints the Contractor with the occupational risk assessment related to the performance of activities specified in § 1 of the contract.

7. The Contractor declares that he has a valid medical certificate on the lack of contraindications to perform the activities specified in § 1 of the Agreement.

8. The Contractor is subject to the control of the management of the unit in which the services covered by this agreement will be performed, and persons acting on its behalf in accordance with the requirements of occupational health and safety and all related legal acts. The inspection is only intended to ensure compliance of the work with the indicated rules and regulations.

**Article 13**

1. Any changes to the content of the contract 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 by this agreement, the provisions of law shall apply, in particular the Civil Code and the Act on Copyright and Related Rights.

3. Disputes arising in connection with the performance of this contract will be settled by the competent courts in Łódź.

**Article 14**

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

**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. 1. Appendix No. 1 - Description of the Subject of the Order
      2. 2. Appendix No. 2 - Contractor's offer
      3. 3. Appendix No. 3 - Template of the acceptance report
      4. 4. Appendix No. 4 - Bill template
      5. 5. Appendix No. 5 - Authorization to Process Personal Data
      6. 6. Appendix No. 6 - Revocation of the authorization to Process Personal Data
      7. 7. Appendix No. 7 - Billing data

**Appendix 3 to the template contract for specific work**

**(TEMPLATE)**

**Acceptance report of delivery/services/construction works1**

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

…………………………………………………………………………………………………………………………………………………………………………………………………

1. **Contracting Authority**

Lodz University of Technology - Institute **of Management** NIP 727 002 18 95, with its registered office in Łódź at Wólczańska 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**

1. **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............................*

1. **Contract No. / Date of conclusion: Contract No. ............................ of .............................. .**
2. **Price: bid:**

………………………………………………….

1. **Price: paid:**

………………………………………………….

1. **Deadline:** contractual ................... ............

actual ............ *......*

Comments

……..................................................................................................................................................................... .

1. **Scope of the contract:**

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

Comments

……......................................................................................................................................................................

Faults/Shortcomings1: Yes No

Deadline for rectification of defects/shortcomings1: ............

Comments

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

1. **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 ..........................................

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1 Delete as appropriate

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

*Stamp of the organizational unit (Contracting Authority)*

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

*Name of the issuer of the invoice*

………………………………………………………

*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)*

**Appendix No. 5 to the Mandate Contract**

**Lodz, on .....................................................**

**AUTHORIZATION NO. ……………**

**for the processing of personal data**

**I authorize Mrs/Mrs ………………….……………………………….... to process personal data in the scope of………………………………………… ……………………………………………………………………**

**The authorization is issued for an indefinite period/expires on …………………..……………….. (\*)**

**…………………………………..………….….**

**(signature)**

**(\*) delete as appropriate**

**Appendix No. 6 to the Mandate Contract**

**Lodz, on .....................................................**

**REVOCATION OF AUTHORIZATION NO. ……………**

**for the processing of personal data**

**As of ……………….… I revoke the authorization No. …………………….….. to process personal data issued for Mrs/Mr ………………………………………… .…………..**

**………………………………….…………………….**

**(signature)**

**Appendix 7 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*

1. *In the case of signing the contract with a qualified electronic signature* [↑](#footnote-ref-1)
2. *Delete inappropriate* [↑](#footnote-ref-2)
3. *Delete as appropriate* [↑](#footnote-ref-3)