

Draft
Contract
no J711.291.2.1.2020.BW
signed in Gdańsk
between

University of Gdańsk
80-309 Gdańsk, ul. Jana Bażyńskiego 8
NIP 584-020-32-39, REGON 000001330
represented by
named as the Ordering Party
and

.....
address:
tax ID:

represented by:
named as the Contractor.

As a result of the procedure concerning performance of the service in the field of science based on art. 70¹ of the act of April 23, 1964 Civil Code (consolidated text, Journal of Laws of 2019, item 1145, as amended) with the application of the principles of awarding contracts in the field of science specified in art. 469 of the Act of 20 July 2018. Law on higher education and science (consolidated text, Journal of Laws of 2018, item 1668, as amended) in connection with art. 4d paragraph 1 point 1 of the Act of January 29, 2004. Public procurement law (consolidated text, Journal of Laws of 2019, item 1843 with late. as amended) an agreement was concluded with the following content:

§ 1

The subject of the contract

1. The subject of the contract is performing the analysis of hormones, oxytocin and vasopressin from 1.296 human saliva samples with the radioimmunoassay (RIA) method hereinafter referred to as the 'service' prepared for Institute of Psychology, Social Sciences Department, University of Gdańsk.
2. The Contractor declares that he completes the contract according to the Announcement of the order referred to as the 'Announcement' and according to provisions, general knowledge, contractor's offer and arrangements with the Ordering Party.
3. The detailed description of the subject of the contract – Annex 2 to the Announcement.

§ 2

Contract completion date

Contract completion date: up to 14 days from the day of the delivery of samples to the headquarters of the Contractor.

§ 3

Contractor's remuneration

1. The Contractor's remuneration is:
gross: PLN/EURO/USD or without VAT*:
(in words:.....),
based on the submitted offer, which was opened on 2020, constituting Annex 1 to the contract.
2. The amount of gross remuneration includes VAT due in accordance with the Act of 11 March 2004. on tax on goods and services (consolidated text, Journal of Laws of 2020, item 106, as amended)
3. The Contractor shall not be entitled to any additional remuneration or compensation for changing the date of contract performance.
4. The ordering party informs that the contract will be fully financed from the project entitled 'Empathy in couples as a predictor of responsiveness towards infant's cry in the situation of parental role's activation - mediational role of oxytocin and vasopressin (HEART model), contract number: 2016/22 / E / HS6 / 00237.
** the entry regarding the amount without VAT will be included in the contract in the case referred to in Chapter VIII point 8 of the Announcement.*

§ 4

Settlement method and payment terms

1. The Ordering Party is obliged to pay the Contractor the amount referred to in § 3 point 1, in accordance with the price provided in the offer for a properly accomplished order. The basis for accepting the invoice is the acceptance protocol (Annex 3 to the Announcement) signed by the parties without reservation after receipt of the service.
2. The Contractor shall issue and send invoices with the acceptance protocol to the following address: University of Gdańsk, 80-309 Gdańsk, ul. Jana Bażyńskiego 8, NIP: 584-020-32-39. The Contractor may send the Ordering Party a structured electronic invoice in accordance with the Act of 09.11.2018 on electronic invoicing in public procurement, concessions for works or services and public-private partnership (Journal of Laws of 2018, item 2191).
3. The Contractor shall issue an invoice according to applicable provisions of Act of March 11th 2004 on tax on goods and services (consolidated text, Journal of Laws of 2018, item 2174, as amended).
4. In the event that the Ordering Party receives an invoice confirming the performance of the order before or during its performance, the payment deadline shall be counted from the day of signing without reservation the acceptance protocol referred to in point 1 of this paragraph.
5. Payment will be made within 30 days from the date of receiving by the Ordering Party's representative a correctly issued invoice and after signing the acceptance protocol without reservations.
6. An invoice issued incorrectly, unwarrantedly, does not give rise to any payment obligation on the part of the Ordering Party.
7. The payment will be considered as made on the day the bank charges the Ordering Party's account.
8. In the event of late payment of the invoice, the Contractor shall be entitled to charge interest in the statutory amount.
9. The Contractor declares that the bank account number indicated on the invoice for processing of the payment for his benefit will be declared to the due Revenue Service.

§ 5

Implementation of the contract

1. The place of performance of the service is the headquarters of the Contractor. The Ordering Party shall deliver the human saliva samples referred to in § 1 point 1, to the headquarters of the Contractor. The Contractor shall immediately confirm the receiving of the samples via e-mail, to the address of the Representative of the Ordering Party referred to in point 3. After performing of the analyses, the Contractor is required to send a report containing the results of the analyzes in the form of exact values determining the level of oxytocin and vasopressin in human saliva in each of the analyzed samples. This report is to be in the form of an electronic data file, e.g. a table with values in .doc format or as an Excel sheet, and is to be sent electronically to the representative of the Ordering Party indicated in point 3 of this paragraph. The level of oxytocin and vasopressin in the report should be given in the units of measurement explained in detail.
2. The Ordering Party shall be entitled to check the compliance with the agreed conditions of performance of the contract and provide the Contractor with the required instructions if necessary.
3. The Parties agree that the Contractor will act personally or through the following representatives regarding the direct implementation of this contract:....tel e-mail, and the representative of the Ordering Party will be.. tel e-mail:.....
4. Persons referred to in point 3 may be changed during the performance of the contract to others upon prior written notification of the other party. Notification of the above changes does not constitute an amendment to the contract requiring an annex.
5. The Contractor shall be liable to the Ordering Party for any damages resulting from the act or omission of his employees or third parties, which the Contractor uses in the performance of his duties.

§ 6

Obligations of the Contractor

As part of the remuneration referred to in § 3 point 1, the Contractor is obliged to deliver to the Ordering Party's representative referred to in § 5 point 3 by electronic means the report containing the results of analyses in accordance with the provisions of § 5 point 1 within the time limit specified in § 2.

§ 7

Contractual penalties

1. The Ordering Party will charge the Contractor 1% of the gross remuneration referred to in § 3 point 1 - for each commenced day of delay exceeding the deadline for the contract referred to in § 2.
2. In the event of withdrawal by the Ordering Party from the contract in whole or in part for the reasons referred to in § 10 point 1 (4) and (5), the Ordering Party shall be entitled to impose a contractual penalty on the Contractor in the amount of 30% of the gross remuneration specified in § 3 point 1.
3. The penalties referred to in point 1 and 2 shall be payable within 7 days from the date of receipt by the Contractor a request for payment. Contractual penalties may be deducted from the Contractor's current payment.
4. The payment of the contractual penalty does not exclude further claims for non-performance or improper performance of the subject of the contract.

5. By delay, the Parties accept any, regardless of the reason, late performance by the Contractor of contractual obligations, except for situations where it was the sole fault of the Ordering Party or a reason arising from force majeure referred to in § 8.

§ 8

Force majeure

1. By the term force majeure, the parties of the contract mean the occurrence of an extraordinary event, external, unpredictable and preventable, which could not be avoided even with due diligence and which prevent the performance of contractual obligations in whole or in part, in particular:
 - 1) wars (declared or not) and other military operations, invasions, mobilizations, requisitions or embargoes;
 - 2) terrorism, rebellion, revolution, uprising, military or civil coup or civil war;
 - 3) radioactive radiation or contamination by radioactivity from nuclear fuel or nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosives and other hazardous properties of any explosive assemblies of nuclear components;
 - 4) natural disasters, such as an earthquake, flood, fire or other, announced in accordance with the provisions of the country of occurrence of the natural disaster.
2. If either party finds that the contract cannot be performed because of force majeure or due to the consequences of force majeure, it shall immediately notify the other party in writing.
3. In the event of force majeure or its consequences preventing the continued performance of the service in accordance with the contract, the parties shall meet to agree on mutual actions to minimize the negative effects of force majeure.
4. If the force majeure lasts longer than 14 days and if an appropriate agreement has not been reached in this matter, each of the parties has the right to terminate the contract regarding the non-performed part of the contract with immediate effect, without retaining the right to claim compensation.

§ 9

Changes to the provisions of the signed contract

1. Amendments to the provisions of the signed contract are permitted in the following cases:
 - 1) amendments to generally applicable legal provisions or resulting from final judgments or final administrative acts of the competent authorities - to the extent necessary to adapt the provisions of the contract to the existing legal or factual status,
 - 2) a change in the deadline for performing the order specified in § 2:
 - a) by extending it for a period corresponding to the duration of the obstacle in the performance of the contract, as a result of force majeure referred to in § 8,
 - b) by its extension for a period corresponding to the duration of the obstacle in the performance of the contract, as a result of an organizational reason on the part of the Ordering Party, consisting of the inability to deliver the subject of the contract to the headquarters of the Contractor by the representative of the Ordering Party, referred to in § 5 point 2 and point 3, in particular due to employee absenteeism, i.e. excused or unjustified absence from work,
 - 3) changes to the Subcontractor indicated in § 11 or changes to part of the subcontract as compared to the one indicated in the offer of the Contractor or introduction of the Subcontractor, if the Contractor indicated in the offer that he will perform the order himself - in these situations the Contractor is obliged to indicate the reason, the company of the Subcontractor and part of the subcontract.
 - 4) when the Contractor to whom the Ordering Party awarded the contract is to be replaced by a new Contractor:
 - a) as a result of merger, division, transformation, bankruptcy, restructuring or acquisition of the current Contractor or his enterprise, provided that the new Contractor meets the conditions for participation in the procedure, there are no grounds for exclusion and this does not entail other significant changes to the contract,
 - b) as a result of the Ordering Party's taking over the Contractor's obligations towards its subcontractors,
 - 6) other provided for in the Act.
2. Amendments to the provisions of the signed contract referred to in point 1, require for their validity a written form - an annex signed by both parties. An application for these changes must be submitted in writing and justified by the party requesting the amendment to the contract.

§ 10

Withdrawal from the contract

1. The Ordering Party, in addition to other cases specified in generally applicable provisions, in particular the Civil Code, may withdraw from the contract in the following cases:
 - 1) The Ordering Party has the right to withdraw in accordance with art. 145 of the Act in the event of a significant change in circumstances that means that performance of the contract is not in the public interest, which could not have been foreseen at the time of the conclusion of the contract or further performance of the contract may

jeopardize the essential interest of national security or public security. In this case, the Ordering Party may withdraw from the contract within 30 days of becoming aware of these circumstances.

- 2) In the case referred to in point 1, the Contractor may only demand remuneration for performing part of the contract.
 - 3) The Ordering Party may also withdraw from the contract on the terms set out in points 1 and 2 of this paragraph, in the event of: liquidation of the Contractor's enterprise, issuing an order to seize a significant part of the Contractor's property.
 - 4) The Ordering Party may withdraw from the contract in whole or in part if the delay in the performance of the contract exceeds 7 days in relation to the deadline specified in § 2, by charging the Contractor the contractual penalty referred to in § 7 point 2.
 - 5) The Ordering Party may withdraw from the contract in whole or in part if the contract is carried out in a defective way or contrary to the contract, after the ineffective expiry of an additional period to remove the violations by the designated Contractor, not less than 7 days. In this case, the Ordering Party will charge the Contractor a contractual penalty referred to in § 7 point 2.
2. The Ordering Party may withdraw from the contract in the cases referred to in point 1 (4) and (5), within 60 days of becoming aware of these circumstances.
 3. The termination of the contract, irrespective of the reason and the foundation, including as a result of the Ordering Party's withdrawal from the contract, shall not deprive the Ordering Party of the right to seek contractual penalties and damages provided for in the contract.

§ 11

Subcontractors

1. The Contractor declares to perform the subject of the contract by himself. *
2. The Contractor will entrust the following Subcontractor with the following scope of work: *
 - 1) Subcontractor:, Scope of work:,
3. Entrusting the performance of part of the contract to Subcontractors does not release the Contractor from liability for the proper performance of this contract.
4. The Contractor shall be liable for actions or omissions of subcontractors, as for his own actions or omissions.
5. The subcontract must be in writing, include the remuneration and must specify what proportion of the subject of the contract will be performed by the Subcontractor. The date of payment of the subcontractor's remuneration provided for in the subcontracts may not be longer than 30 days from the date of delivery of the invoice or bill to the Contractor confirming the performance of the tasks subcontracted.

* delete as appropriate

§ 12

Final Provisions

1. The Contractor may not assign the rights and / or obligations arising from this contract to third parties, subject to point 2.
2. The transfer of the Contractor's claims under this contract requires for its validity the prior written consent of the Ordering Party.
3. Any disputes between the parties arising from this contract shall be settled by mutual agreement.
4. If the parties do not reach a compromise, then disputes will be directed to a common court competent for the headquarters of the Ordering Party.
5. In matters not covered in this contract, the provisions of the Polish law, in particular the Civil Code shall apply.
6. If the Contractor needs to process personal data whose administrator is the Ordering Party in connection with the performance of this contract, the Contractor shall be obliged, at the request of the Ordering Party, to conclude a contract entrusting the processing of personal data within the meaning of art. 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/ EC (General Data Protection Regulation) before processing.
7. The contract has been drawn up in two identical copies, one for each of the parties.
8. Annexes to the contract:
 - 1) Annex 1 – the copy of the offer

.....
ORDERING PARTY

.....
CONTRACTOR
signature of the contractor