

DRAFT:

AGREEMENT

No. J711.291.1.112.2020.AK

concluded on in Gdańsk

between:

the University of Gdańsk

with its registered office at: 80-309 Gdańsk, ul. Jana Bażyńskiego 8

Tax Identification Number [NIP] 584-020-32-39, Company's Statistical Number [REGON] 000001330

represented by:

hereinafter referred to as the **Contracting Authority**

and

.....

with its registered office at:

entered to kept by under the number

.....

Tax Identification Number [NIP] Company's Statistical Number [REGON]

.....

represented by:

hereinafter referred to as the **Contractor**

As a result of the public procurement award procedure carried out pursuant to Article 39 of the Public Procurement Law of 29 January 2004 (consolidated text of the Journal of Laws of 2019, item 1843, as amended), the following Agreement was concluded through an open tender procedure:

§ 1

Subject matter of the Agreement

1. The subject of the Agreement is servicing the Sciex TripleTOF 5600+ mass spectrometer, hereinafter referred to as services provided for the Faculty of Chemistry of the University of Gdańsk.
2. The subject matter of the contract covers the scope indicated in Appendix 1a to the ToR - Detailed description of the subject matter of the contract.
3. The Contractor undertakes to implement the full material scope of this contract in accordance with the provisions of the Terms of Reference (ToR), applicable regulations, generally accepted knowledge in this respect, the Contractor's tender and arrangements with the Contracting Authority.

§ 2

Deadline

1. Agreement completion deadline: until 31 December 2022. If the gross amount of the Agreement has not been used in full during the term of the Agreement, this deadline may be extended pursuant to § 11 sec. 1 pt. 3 letter b).
2. The said deadline shall cover 3 stages and must not be longer than:
 - 1) Stage I - up to 6 weeks from the date of signing the Agreement, however, no later than until 30 December 2020;
 - 2) Stage II - no earlier than from 15 October 2021, however, no later than until 15 December 2021;
 - 3) Stage III - no earlier than from 15 October 2022, however, no later than until 15 December 2022.

§ 3

Remuneration

1. Total gross amount of the Contractor's remuneration is: PLN/EUR or excluding VAT*: (say:.....),

according to the submitted tender which was opened on, and is attached as Appendix 1 to the Agreement.

2. The amount of gross remuneration referred to in sec. 1 shall include the total cost of completion of the contract, as well as all other costs to be incurred by the Contractor for proper and compliant with regulations in force performance of the subject matter of the Agreement and all costs necessary to perform the contract under this Agreement and the ToR, as well as those not included therein, without which the contract cannot be performed. The remuneration referred to in sec. 1 has been calculated in accordance with the prices provided by the Contractor in its tender form, attached as Appendix 1 to the Agreement.
3. The remuneration referred to in sec. 1 also includes labour and travel costs, costs of auxiliary consumables necessary for the provision of the service, including the repair of the detector as referred to in pt. 2 - Detailed pricing in Appendix 1 to the Agreement.
4. The financial consequences of any errors shall be borne by the Contractor, who must foresee all circumstances that may affect the contract price.
5. The Contractor shall not be entitled to any additional remuneration or compensation for the change of the Agreement completion deadline.

** the provision concerning the amount excluding VAT shall be included in the Agreement in the event referred to in pt. 7 of Chapter XIII of the ToR.*

§ 4

Settlement method and payment terms

1. The Parties agree that the Contractor shall issue partial invoices for the services provided, quoting the amounts resulting from the detailed pricing included in Appendix 1 to the Agreement.
2. The basis for the acceptance of partial invoices referred to in sec. 1 shall each time be a partial acceptance protocol - Appendix 2 to the Agreement - once the service has been provided.
3. The Contractor shall issue a partial invoice to the following address: University of Gdańsk, 80-309 Gdańsk, ul. Jana Bażyńskiego 8, Tax Identification Number [NIP] 584-020-32-39. The Contractor may send a structured electronic invoice to the Contracting Authority in accordance with the Act of 09.11.2018 on electronic invoicing in public procurement contracts, concessions for construction works or services and public-private partnership (Journal of Laws of 2018, item 2191).
4. In case of issuing a paper invoice, the Contractor shall send the original of the partial invoice to the Contracting Authority's representative responsible for performance of the Agreement, who is mentioned in § 8 sec. 1, to the address indicated in w § 5 sec. 1.
5. The Contractor is obliged to issue an invoice in accordance with the applicable provisions of the Act of 11 March 2004 on the Goods and Services Tax (consolidated text of the Journal of Laws of 2020, item 106, as amended).
6. Payment shall be made within 30 days of the date of acceptance of a correctly issued invoice, subject to the provisions of sec. 7.
7. If the Contracting Authority receives the invoice before the date referred to in § 2 sec. 2, the payment deadline shall be calculated from the date of signing, without any reservations, the acceptance protocol referred to in sec. 2.
8. If the invoice has been issued incorrectly, unduly or if the acceptance protocol has not been signed without any reservations, the Contracting Authority shall not be required to pay.
9. The payment shall be deemed to have been made on the day of debiting the Contracting Authority's bank account.
10. In case of late payment of a partial invoice, the Contractor shall be entitled to charge statutory interest.
11. The Contractor declares that the bank account indicated on the invoice for making payments for the benefit of the Contractor will be registered in the relevant Tax Office.

§ 5

Performance of the Agreement

1. Agreement performance location: Faculty of Chemistry of the University of Gdańsk, ul. Wita Stwosza 63, 80-308 Gdańsk, room B132 within the time limits specified in § 2 sec. 2.
2. Contracting Authority's obligations:

- 1) The Contracting Authority is obliged to provide the Contractor with free and safe access to the place where service is to be provided.
- 2) The Contracting Authority is obliged to notify the Contractor of any defects for which **the Contractor** is responsible under the guarantee granted in writing or by electronic mail
3. In consideration of the remuneration referred to in § 3, the Contractor undertakes to:
 - 1) Stage I:
 - a) repair the detector (defective voltage control board);
 - b) change oil, test the device;
 - c) perform cleaning and maintenance of the entire system within the time limit specified in § 2, sec. 2, pt. 1.
 - 2) Stages II and III: carry out inspections of the device which shall cover:
 - a) testing the device;
 - b) cleaning and maintenance of the entire system;
 - c) identifying defects and pricing the parts, components and/or materials necessary for the spectrometer correct operation;
 - d) repairing the identified defects after the Contracting Authority has accepted the pricing referred to subparagraph 3) within the time limits specified in § 2 sec. 2 pt. 2 and 3.
 - 3) perform work with due diligence, in a manner consistent with the current level of technical knowledge and arrangements made with the Contracting Authority;
 - 4) perform all service and maintenance work within the time limit agreed with the Contracting Authority's representative, however, no later than within the time limits specified in § 2 sec. 2.
4. If the repair of identified defects referred to in subparagraph 2 letter d) requires the use of parts, components and/or materials necessary for the spectrometer correct operation, the Contracting Authority shall cover their cost in accordance with the price proposal approved by the Contracting Authority which was submitted by the Contractor and based on average market prices or was calculated in accordance with the invoices for purchased parts, components and/or materials including the purchase costs. The repair costs shall be borne by the Contractor in consideration of the remuneration referred to in § 3 sec. 1.
5. The Contracting Authority shall purchase these parts, components, materials separately from this Agreement on the basis of a separate purchase order/contract.
6. If the Contractor, upon agreement with the Contracting Authority, purchases parts, components and/or materials as part of the repair, the settlement for the purchase of parts, components and/or materials to be replaced shall be made in accordance with the rules specified in pt. 4 and 5.
7. The Contractor shall be liable to the Contracting Authority for any damage resulting from the act or omission of its employees or third parties used by the Contractor when fulfilling its obligations.
8. Throughout the term of the Agreement the Contractor must not place advertisements on the premises and facilities of the University of Gdańsk without the Contracting Authority's consent.

§ 6

Contractor's obligations

as regards the employment of persons performing the subject matter of the contract

1. The Contractor declares that during the performance of the subject matter of the Agreement, pursuant to Article 29 sec. 3a of the Law, the persons, who **provide servicing** when performing the contract in question, shall be employed by the Contractor under an employment agreement within the meaning of the Labour Code of 26 June 1974 (consolidated text of the Journal of Laws of 2018, item 917, as amended) taking into account the regulations concerning the minimum remuneration for work determined in accordance with Article 2 sec. 3 to 5 of the Act of 10 October 2002 on the minimum remuneration for work (consolidated text of the Journal of Laws of 2018, item 2177, as amended).
2. During the performance of the Agreement, the Contracting Authority shall be entitled to perform inspections in order to check whether or not the Contractor or Subcontractor meets the requirement to employ, under an employment agreement, the persons performing the activities related to the performance of the subject matter of the Agreement as specified in sec. 1. The Contracting Authority shall in particular be entitled to demand:

- 1) to submit declarations and documents in order to confirm fulfilment of the aforementioned requirements and evaluate them;
 - 2) to submit explanations in case of doubts as to whether the aforementioned requirements are fulfilled;
 - 3) to perform inspections at the places where the contract is being performed at any time of its performance by checking the actual conditions of the contract performance, i.e. to verify the actual involvement of the aforementioned persons in the performance of the contract, when the submitted declaration raises the Contracting Authority's doubts.
3. During the performance of the Agreement, at each request of the Contracting Authority, the Contractor shall submit to Contracting Authority within the time limit specified in this request, however, not shorter than 3 working days, the evidence specified below in order to confirm the fulfilment of the Contractor's or Subcontractor's requirement to employ persons performing the activities specified in sec. 1 during the performance of the subject matter of the Agreement under an employment agreement within the meaning of the Labour Code of 26 June 1974:
- 1) a declaration of the Contractor or Subcontractor confirming employment of people performing the activities covered by the Contracting Authority's demand under an employment agreement within the meaning of the Labour Code of 26 June 1974. The declaration should include in particular: the precise identification of the entity submitting the declaration, declaration submission date, indication that the activities covered by the demand are performed by persons employed under an employment agreement, including the number of such persons, forenames and surnames of such persons, type of employment agreement and signature of a person authorised to submit the declaration on behalf of the Contractor or Subcontractor.
 4. The Contractor or Subcontractor may replace the person or persons performing the subject matter of the Agreement on its behalf with other persons, provided that the above requirements as to the manner of their employment in performing the subject matter of the Agreement are fulfilled.
 5. If the Contractor or Subcontractor fails to fulfil the requirement to employ persons performing the activities specified in sec. 1, the Contracting Authority provides for a sanction in the form of the Contractor's obligation to pay a contractual penalty in the amount specified in § 9 sec. 1 pt. 4. The Contractor's failure to submit evidence, explanations or declaration demanded by the Contracting Authority, and referred to in sec. 2 and 3, within the time limit set by the Contracting Authority in order to confirm that the Contractor or Subcontractor fulfils the requirement to employ people under an employment agreement, shall be regarded as the Contractor's or Subcontractor's failure to fulfil the requirement to employ the persons performing the activities referred to in sec. 1 under an employment agreement.
 6. Should the Contracting Authority have any doubts as to whether the Contractor or Subcontractor complies with the labour law, the Contracting Authority may request the National Labour Inspectorate to carry out inspection.
 7. The Contractor guarantees that the Contracting Authority may freely supervise the contract performance and undertakes to cooperate with the Contracting Authority on an ongoing basis at each stage of execution of the task being the subject matter of the Agreement.

§ 7

Guarantee and warranty

1. The Contractor shall provide the Contracting Authority with a 12-month guarantee for all delivered, assembled, replaced parts, components and/or materials, under the conditions specified in Articles 577 - 581 of the Civil Code. The guarantee period shall start after signing without any reservations the acceptance protocol once the service has been accepted.
2. The Contractor shall be obliged to immediately remove any defects at its expense (and make any repairs) for which it is responsible under the guarantee or warranty provided, not later than within the deadline set by the Contracting Authority, taking into account the nature of the defects and the method for their removal.

3. Activities resulting from the guarantee provided shall be performed at the Contractor's expense at the place where the spectrometer is used, and if it is technically impossible, all organisational activities and costs related to thereto shall be done/borne by the Contractor.
4. If the Contractor fails to fulfil the guarantee conditions or fulfils them improperly, the Contracting Authority shall be entitled to remove the defects at the risk and expense of the Contractor while retaining other rights under the Agreement. The Contractor shall be obliged to cover the related costs within 14 days of receiving the proof of payment. These costs may be deducted from the Contractor's current receivables.
5. Claims under the quality guarantee and warranty may also be submitted and pursued after the end of their validity period, if the Contracting Authority notifies the Contractor of the existence of a defect before the said end of validity period.
6. The guarantee period shall run anew or shall be extended in accordance with the provisions of the Civil Code.
7. The provisions of the Civil Code shall apply to the remaining extent of the warranty and guarantee.
8. The Contractor shall provide technical support for the service for a period of 36 months, from Monday to Friday (5 days a week) from 8.00 am to 4.00 pm. As part of the support, the Contracting Authority should have access to an unlimited number of technical problem reports (by phone or online) throughout the Agreement term.
The support shall be accessible by email or by phone number
9. The Contracting Authority shall have warranty rights regardless of its warranty rights.
10. The Parties agree that the warranty period must not end earlier than after three months from the expiry of the guaranty period, but in any case the warranty period must not be shorter than the periods resulting from the Civil Code.

§ 8

Persons responsible for performance of the Agreement

1. The Parties agree that for direct performance of this Agreement the Contractor shall act in person or through the following representatives: Tel, and the Contracting Authority's representative shall be Tel
2. The persons mentioned in sec. 1 may be changed during the term of the Agreement to other persons with a prior written notification submitted to the other Party. The notification of the above changes shall not constitute an amendment to the Agreement requiring an annex.
3. The Contractor shall be liable to the Contracting Authority for acts or omissions of the persons whom it uses when performing the Agreement as for its own acts or omissions.

§ 9

Contractual penalties

1. The Contracting Authority will charge contractual penalties as follows:
 - 1) 0.5% of the gross remuneration specified in § 3 sec. 1 for each working day of delay, when the Contractor is late with the provision of services in relation to the deadlines referred to in § 2 sec. 2;
 - 2) 0.1% of the gross remuneration specified in § 3 sec. 1 for each commenced working day of delay in the performance of the guarantee services in relation to the deadline referred to in § 7 sec. 2;
 - 3) PLN 50.00 if it is impossible, for the consecutive 3 working days, to report technical problems under the technical support referred to in § 7 sec. 8.
 - 4) the amount of minimum remuneration for work, determined each time pursuant to the Act of 10 October 2002 on minimum remuneration for work being in force when the Contracting Authority finds out that the Contractor or Subcontractor has not fulfilled the requirement referred to in § 6 sec. 5 - for each case where the Contractor or Subcontractor fails to meet the requirement to employ persons performing servicing and maintenance activities under an employment contract;
 - 5) 30% of the gross remuneration specified in § 3 sec. 1 - for the Contracting Authority's withdrawal from the Agreement in whole or in part for reasons attributable to the Contractor;
 - 6) 40% of the gross remuneration specified in § 3 sec. 1 - for the termination of the Agreement by the Contracting Authority for the reasons referred to in § 13 sec. 1 pt. 2.

2. The penalties referred to in sec. 1 shall be payable within 7 days of the date of delivery of a request for payment to the Contractor. The contractual penalties may be deducted from the Contractor's current receivables, to which the Contractor hereby agrees. The Contracting Authority will be entitled to use the above amounts of the contractual penalties to satisfy its claims resulting from non-performance or improper performance of the Agreement, possible damages, contractual penalties, costs of substitute removal of defects and costs of substitute performance of contractual obligations – subject to Article 15r¹ of the Act of 2 March 2020 on special solutions related to preventing, counteracting and combating COVID-19, other infectious diseases and the resulting crisis (Journal of Laws of 2020, items 374, 567, 568, 695, 875), the so-called "Anti-crisis Shield 3.0", amended by the Act of 19 June 2020 on subsidies to interest rates on bank loans granted to entrepreneurs affected by the consequences of COVID-19 and on simplified proceedings for the approval of arrangements in connection with COVID-19 (Journal of Laws of 2020, item 1086), the so-called "Anti-crisis Shield 4.0".
3. The Parties agree that any late performance of the Contractor's contractual obligations, regardless of the reason thereof, except for the situation when it occurred solely due to the Contracting Authority's fault or due to force majeure event referred to in § 12, shall be deemed a delay.
4. Payment of the contractual penalty shall not exclude further claims for non-performance or improper performance of the subject matter of the Agreement.

§ 10

Force majeure

1. The Parties to the Agreement agree that "force majeure" shall mean the occurrence of extraordinary, external, unforeseeable and unpreventable events which could not have been avoided even if due diligence has been exercised and which prevent the fulfilment of the contractual obligations in whole or in part; they are in particular:
 - 1) wars (whether declared or not) and other military activities, invasions, mobilisations, seizures or embargoes;
 - 2) terrorism, rebellion, revolution, insurrection, military or civil takeover or civil war;
 - 3) radioactive radiation or contamination by radioactivity caused by nuclear fuel or nuclear fallout, combustion of nuclear fuel, radioactive toxic explosives and other hazardous properties of any components of nuclear explosive devices;
 - 4) natural disasters, such as earthquakes, floods, fires or others, declared in accordance with the legislation in force in the country in which the disaster occurred;
 - 5) epidemics, pandemics - in accordance with the legislation in force in the country of their occurrence, including those involving the effects of the declaration of a state of epidemic threat, epidemic, pandemic.
2. If either party finds that the Agreement cannot be performed due to force majeure or due to the consequences of force majeure, it shall immediately notify the other party in writing.
3. In the event of occurrence of force majeure or its consequences preventing the continued performance of the contract in accordance with the Agreement, the Parties shall meet in order to agree mutual measures intended to minimise the negative effects of the force majeure occurrence.
4. If the force majeure lasts longer than 14 days and if no appropriate agreement has been reached in this respect, either party is entitled to terminate the Agreement in respect of the part of the Agreement that has not been performed with immediate effect, without retaining the right to seek damages.

§ 11

Amendments to the provisions of the Agreement

1. The Contracting Authority allows to amend the provisions of the Agreement in the following cases:
 - 1) amendments to generally applicable legal regulations or those resulting from final judgments or final administrative acts of the competent authorities - to the extent necessary to adapt the provisions of the Agreement to the existing legal or factual situation;
 - 2) occurrence of force majeure as referred to in §10 - to the extent necessary to adapt the provisions of the Agreement to the existing legal or factual situation, taking into account the provisions of pt. 3 letter a);
 - 3) change of the deadline for completion of the subject matter of the Agreement specified in § 2:

- a) by extending it by the period of time corresponding to the duration of the event preventing performance of the contract as a result of occurrence of force majeure referred to in § 10;
 - b) by extending the term of the Agreement referred to in § 2 by the period of time no longer than 12 months, if the amount of the gross remuneration referred to in § 3 sec. 1 has not been used in full;
 - c) by extending it by the period of time corresponding to the duration of an impediment preventing performance of the contract for reasons attributable to the Contractor and/or the Contracting Authority, in particular organisational or technical impediments occurring as a result of random events such as: employee absenteeism, i.e. excused or unexcused absence from work of the person performing the contract;
 - d) by extending it by the period of time corresponding to the duration of an impediment preventing performance of the contract where another circumstance occurred which was unforeseeable at the time of conclusion of the Agreement, in particular: legal, economic, organisational or technical circumstance for which neither party is responsible.
- 4) when the Contractor to whom the Contracting Authority has awarded the contract is to be replaced by a new Contractor:
- a) as a result of a merger, division, transformation, bankruptcy, restructuring or acquisition of the existing Contractor or its enterprise, provided that the new Contractor meets the conditions for participation in the procedure, there are no grounds for its exclusion and this does not entail other material amendments to the Agreement;
 - b) as a result of the assumption by the Contracting Authority of the Contractor's obligations towards its subcontractors;
- 5) when the amendments are not significant within the meaning of Article 144 sec. 1e of the Law, regardless of their value;
- 6) a change of the Subcontractor indicated in § 14 sec. 2 or a change of the subcontract extent as compared to the Contractor indicated in the tender, or an employment of the Subcontractor, where the Contractor indicated in its tender that it would perform the contract on its own – in these situations the Contractor shall be obliged to indicate the reasons, the Subcontractor's company and the part of the contract to be subcontracted;
- 7) a change in the Contractor's gross remuneration, if during the term of the Agreement the following is changed:
- a) the applicable VAT rate;
 - b) the amount of the minimum remuneration for work or the amount of the minimum hourly rate determined in accordance with the provisions of the Act of 10 October 2002 on the minimum remuneration for work (consolidated text of the Journal of Laws of 2018, item 2177, as amended);
 - c) the principles of being subject to social insurance or health insurance or the amount of the social and health insurance premium;
 - d) the rules of collecting contributions and the amount of contributions paid to the employee capital plans referred to in the Act of 04.10.2018 on employee capital plans (Journal of Laws of 2018, item 2215, as amended)
– and these changes will affect the costs of performance of the contract by the Contractor – the rules of introducing changes to the amount of remuneration payable to the Contractor, as defined in the provisions of sec. 2 to 7, shall apply;
- 8) other changes provided for in the Law and Article 15r¹ sec. 1 of the Act referred to in § 9 sec. 2.
2. the Contractor may, at the latest within 30 days of the date of entry into force of the provisions introducing changes referred to in sec. 1 pt. 7, submit a written request to the Contracting Authority for amending the Agreement as regards the amount of remuneration accompanied by its justification and documents necessary for the Contracting Authority to be able to evaluate whether the amendments affect the Contractor's costs of implementing the Agreement and to what extent the changes in these costs justify a change in the amount of remuneration of the Contractor specified in the Agreement, in particular:
- 1) the detailed calculation of the proposed changed amount of the Contractor's remuneration and evidence of the appropriateness of the proposal to the change of the Contractor's costs of implementing the Agreement;

- 2) the rules of calculating the costs of implementing the Agreement and assumptions concerning the amount of current and future costs of implementing the Agreement as adopted by the Contractor, accompanied by the documents confirming the correctness of the adopted assumptions - such as employment agreements or documents confirming the registration of employees for insurance purposes.
3. Within 30 days of receipt of the request referred to in sec. 2, the Contracting Authority may request the Contractor to supplement it by providing additional explanations, information or documents (it may for instance request the originals for inspection or copies certified to be true copies).
4. Within 30 days of receipt of a complete request, the Contracting Authority shall comment on it in writing. The date of submitting the comments shall be the date of sending them to the appropriate address for delivery of letters to the Contractor.
5. the Contracting Authority shall, at the latest within 30 days of the entry into force of the provisions introducing the changes referred to in sec. 1 pt. 7, may submit a written request to amend the Agreement to the Contractor. The request should include at least the proposed amendment to the Agreement as regards the amount of remuneration and a reference to the amended regulations.
6. Before submitting the request referred to in sec. 5, the Contracting Authority may request the Contractor to provide information or explanations or documents (originals for inspection or copies certified to be true copies) necessary for the Contracting Authority to be able to evaluate whether the changes referred to in sec. 1 pt. 7 affect the Contractor's costs of implementing the Agreement and to what extent the changes in these costs justify a change in the amount of remuneration. The type and extent of such information shall be determined by the Contracting Authority. The provisions of sec. 3 and 4 shall apply accordingly, with the provision that in each case the Contractor is obliged to submit its comments in writing within 30 days of receipt of the Contracting Authority' request.
7. If during the procedure described in sec. 2 to 6 it is demonstrated that the changes referred to in sec. 1 pt. 7 justify a change in the remuneration amount, the Parties shall agree on the content of an annex to the Agreement and shall sign the annex in accordance with the rule of changing the remuneration amount in such a way to make it correspond to the change in the costs of implementing the Agreement caused by the reasons specified in sec. 1 pt. 7.
8. Amendments/changes to the provisions of the concluded Agreement, referred to in sec. 1 pt. 1 to 6 and 8, must be made in writing in the form of an annex signed by both Parties, otherwise they shall be null and void. The request for amendments must be submitted in writing and justified.
9. The revaluation annex referred to in sec. 7 shall be signed immediately after the Contractor has submitted a complete request accompanied by a calculation. The change in the amount of the Contractor's remuneration shall be effective from the date of entry into force of the changes referred to in sec. 1 pt. 7.

§ 12

Withdrawal from the Agreement

1. Except for other cases specified in the generally applicable regulations, and especially in the Civil Code, the Contracting Authority may withdraw from the Agreement in the following events:
 - 1) The Contracting Authority may withdraw from the Agreement in accordance with the Public Procurement Law, if the performance of the Agreement is not in the public interest, which could not have been foreseen when concluding the Agreement or further performance of the Agreement may threaten the essential interest of the state security or public safety. In this case, the Contracting Authority may withdraw from the Agreement within 60 days of becoming aware of these circumstances;
 - 2) In the event specified in pt. 1, the Contractor may demand only the remuneration payable to the Contractor for partial performance of the Agreement;
 - 3) The Contracting Authority may also withdraw from the Agreement according to the principles defined in pt. 1 and 2, in the case of: liquidation of the Contractor's enterprise, issuance of a seizure order in respect of a significant part of the Contractor's assets;
 - 4) The Contracting Authority may withdraw from the Agreement in whole or in part if the Contractor is late with performance of the contract for more than 14 calendar days in relation to the deadlines defined in § 2 sec. 2, charging the contractual penalty referred to in § 9 sec. 1 pt. 5.
 - 5) The Contracting Authority may withdraw from the Agreement in whole or in part if provision of the service is defective or not in conformity with the Agreement, also in respect of the provision of guarantee services, after the ineffective expiry of an additional time limit of not less than 7 days to

remedy the breaches set for the Contractor. In such a case the Contracting Authority shall charge the contractual penalty referred to in § 9 sec. 1 pt. 5.

2. The Contracting Authority may withdraw from the Agreement in the event referred to in sec. 1 pt. 4 and 5 within 60 days of becoming aware of the circumstances constituting the basis for withdrawal, with the provision that this period begins to run from the date of expiry of the additional deadline set by the Contracting Authority.
3. The termination of the Agreement, regardless of its cause and basis, also as a result of withdrawal from the Agreement by the Contracting Authority, shall not deprive the Contracting Authority of the right to seek contractual penalties and damages provided for in the Agreement.

§ 13

Termination of the Agreement

1. The Contracting Authority may, in accordance with Article 145a of the Law, terminate the Agreement if one of the following circumstances occur:
 - 1) The amendment to the Agreement was made in violation of Article 144 sec. 1 to 1b, 1d and 1e of the Public Procurement Law;
 - 2) At the moment of concluding the Agreement, the Contractor was excluded from the procedure under Article 24 sec. 1 of the Law;
 - 3) The Court of Justice of the European Union found, under the procedure provided for in Article 258 of the Treaty on the Functioning of the European Union, that the Republic of Poland failed to fulfil its obligations under the Treaties, Directive 2014/24/EU, as the Contracting Authority awarded the contract in breach of the provisions of European Union law.
2. In the event referred to in § 10 sec. 3, the Parties may terminate the Agreement by mutual agreement.
3. In the events referred to in sec. 1 and 2, the Contractor may demand only the remuneration payable to the Contractor for partial performance of the Agreement.
4. In the event referred to in sec. 1 pt. 2, the Contracting Authority shall charge the contractual penalty referred to in § 9 sec. 1 pt. 6.

§ 14

Subcontractors

1. A part of the contract may be subcontracted by the Contractor.
2. The Contractor undertakes to perform the subject matter of the Agreement using by its own resources/the following scope of work will be subcontracted by the Contractor:* (**delete as appropriate*).
 - 1) Subcontractor:, scope of work:,
 - 2) Subcontractor:, scope of work:
3. Subcontracting a part of the contract shall not release the Contractor from responsibility for proper performance of this contract.
4. The Contractor shall be liable for acts or omissions of subcontractors just as for its own actions or omissions.
5. The Subcontracting agreement must be in writing and for a fee, and must specify what part of the subject matter of the public procurement contract will be performed by the Subcontractor. The deadline for payment of the Subcontractor's remuneration provided for in the subcontracting agreement must not be longer than 30 days from the date of delivery to the Contractor of an invoice or a bill confirming the completion of the tasks contracted to the Subcontractor.

§ 15

Final provisions

1. The provisions of Polish law, including the Civil Code, the Law on Higher Education and Science and the Public Procurement Law shall apply to the matters not provided for in the Agreement.
2. The language used when performing the contract shall be Polish and English. All documentation created during the term of the Agreement and correspondence (including requests) related to the performance of the Agreement shall be drawn up in Polish and English.
3. The Contractor undertakes to notify the Contracting Authority in writing within 7 days about a change of the registered office or name, change of representatives, declaration of bankruptcy of the

- Contractor, commencement of bankruptcy proceedings initiated against the Contractor, putting the Contractor into liquidation, suspending the Contractor's activity.
4. The term "working days" shall be understood as days from Monday to Friday between 07.00 am and 3:00 pm excluding public holidays and days off at the Contracting Authority's site.
 5. In the event of a dispute arising in connection with the performance of this Agreement, the Parties agree that they shall make every effort to ensure that the disputes are resolved amicably first through direct negotiations conducted in good faith.
 6. The competent court to examine the disputes arising in connection with the performance of this Agreement shall be a common court having jurisdiction over the registered office of the University of Gdańsk.
 7. The Contractor shall not be entitled to assign rights and/or obligations under this Agreement to any third parties, subject to sec. 8.
 8. Any transfer of the Contractor's receivables under this Agreement shall require a prior written consent of the Contracting Authority for its validity.
 9. If the Contractor needs to process personal data, the data controller of which is the Contracting Authority, in connection with the performance of this Agreement, the Contractor shall be obliged, at the request of the Contracting Authority, to conclude a personal data processing agreement within the meaning of Article 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 the processing is started.
 10. The Agreement has been drawn up in two identical copies, one for each Party.
 11. The appendices to the Agreement are:
 - 1) Appendix 1 – Contractor's tender,
 - 2) Appendix 2 – Acceptance protocol.

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CONTRACTING AUTHORITY

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CONTRACTOR