



Łukasiewicz

PORT
Polski Ośrodek
Rozwoju
Technologii

[_case number_]

CONTRACT

(CONTRACT NO: [____case number____].)

concluded in Wrocław, on [____], between:

Contracting Authority:

Name: Łukasiewicz Research Network - PORT Polish Center for Technology Development

Address: ul. Stabłowicka 147, 54-066 Wrocław, Poland

KRS No: 0000850580

NIP (VAT EU): PL8943140523

represented by: [____] - [____]

and

Contractor:

Name: [__name of the Contractor__]

Address: [____]

No. in the relevant business register (e.g. KRS): [____]

Tax identification number (e.g. VAT EU): [____]

represented by: [____] - [____], who represents that he/she has the right to represent the Contractor for purposes of this Contract.

PREAMBLE

This Contract is entered into by the Parties as a result of a procedure conducted in the following mode: procedure excluded from the provisions of the Public Procurement Law (below PLN 130,000.00); procedure name: Purchase of Fiber Optic Photometry equipment; case number: [____]. The provisions of the Act of 11.09.2019, Public Procurement Law (Article 2.1.1) shall not apply to the Contract.

By means of this Contract, the Contractor undertakes to transfer the ownership of the Fiber Optic Photometry equipment indicated in § 1 of the Contract, in exchange for payment of PLN [____], within [____] of the conclusion of the Contract, on terms and conditions each time indicated in detail in the Contract. The preamble has no normative value.



§ 1. By means of this Contract, the Contracting Authority purchases the Fiber Optic Photometry equipment (hereinafter referred to as the "**Goods**").

Details of the Goods are specified in Attachments 4 and 5 to the Contract - Contractor's quotation and description of the subject of the contract.

§ 2. In exchange for proper transfer of ownership and delivery of the Goods, the Contracting Authority agrees to pay the Contractor the **Remuneration**: PLN [____] net (in words: [____] zlotys net) + VAT (VAT rate: [____]), total in PLN [____] gross (in words: [____] zlotys gross)

§ 3. **Deadline and form of payment of the Remuneration**: by bank transfer, within 30 (thirty) days from the date of issuance of a correct accounting document, however not earlier than within 7 (seven) days from the date of delivery (performance) of the Goods accepted by the Contracting Authority without reservations, to the bank account number indicated in the VAT invoice.

§ 4. **Deadline for Contractor's obligations**: [____]

§ 5. **Place of performance of Contractor's obligations**: Łukasiewicz Research Network - PORT Polish Center for Technology Development, ul. Stabłowicka 147, 54-066 Wrocław, Poland, building no. 4. The Contractor shall call the following number at least one day prior to delivery of the Goods: +48717347383. The Goods are accepted only between 8:00 and 15:00, Monday to Friday, excluding public holidays in Poland.

§ 6. **Delivery Terms of the Goods**: DDP (Delievered Duty Paid) Incoterms 2020. The parties exclude applicability of any contractual models, rules of sale, etc. of the Contractor.

~~§ 7. **Quality Guarantee**: The Contractor guarantees the quality of the Goods for a period of 2 (two) years. The warranty does not affect the statutory warranty rights.~~

§ 8. Contact persons, without the right of representation:

1. Contracting Authority: First and last name: [____]; email address: [____]; tel: [____].
2. Contractor: First and last name: [____]; email address: [____]; tel: [____].

§ 9. The Contractor declares to have the status of a micro-entrepreneur / small entrepreneur / medium entrepreneur / large entrepreneur¹ within the meaning of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions. The Contracting Authority declares that it is / is not² an active VAT taxpayer.

§ 10. **Additional Provisions**: The following contractual provisions take precedence over other provisions of the Contract:

¹ Delete as appropriate.

² Delete as appropriate.



In case of doubt, the Parties shall give precedence to the application of the Contract and then to Attachment 5 (Description of the subject matter of the contract) over other attachments.

§ 11. The authentic language of this document is Polish. If this document is drawn up in other languages, the Polish language version shall prevail. The Contractor's entry into the Contract shall be deemed to be an unqualified agreement to the terms of the Contract, including its integral attachments. The Contracting Authority represents that it has read the entire Contract, understands it and will execute it. Polish law shall apply to this Contract. Other terms and conditions of the Contract are set forth in the following Attachments which are an integral part of the Contract:

1. Attachment 1 - Information clause on the processing of personal data;
2. Attachment 2 - Extract from KRS / CEDIG for the Contractor (or a similar register), and if the Contractor uses a proxy - also a copy of the power of attorney (if applicable);
3. Attachment 3 - General Terms and Conditions for contracts under PLN 130,000.00 net;
4. Attachment 4 - Contractor's quotation dated [____];
5. Attachment 5 - Description of the subject matter of the contract.

Contracting Authority

Łukasiewicz Research Network -
PORT Polish Center for Technology
Development

Contractor

[__name of the Contractor__]



[____case number____].
Project (if applicable:) [____project name____]

Attachment 1 to the Contract no.: [____case number____]. - Information clause concerning personal data processing by the Contracting Authority for the Contractor: [____name of the Contractor____]

**INFORMATION CLAUSE CONCERNING PERSONAL DATA PROCESSING
BY ŁUKASIEWICZ - PORT**

as the Contracting Authority for the purposes of procurement procedures conducted excluding the provisions of the Public Procurement Law (in particular: below the threshold of PLN 130,000.00) and for the purposes of concluding and performing such contracts

Pursuant to Article 13(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 (the "General Data Protection Regulation") ("**GDPR**"), the Contracting Authority (Controller) hereby informs that:

1. The Controller of the personal data provided to the Contracting Authority in the context of this procedure (and for the purposes of concluding and performing the contract as a result thereof) is (contact details): Łukasiewicz Research Network - PORT Polish Center for Technology Development, ul. Stabłowicka 147, 54-066 Wrocław, KRS No.: 0000850580; NIP: 893140523; biuro@port.lukasiewicz.gov.pl ("**Controller**").
2. The Controller has appointed a Data Protection Officer ("**DPO**"). Contact the [DPO: iod@port.lukasiewicz.gov.pl](mailto:iod@port.lukasiewicz.gov.pl)
Feel free to contact us on all matters concerning the processing of your data.
3. Information specific to the processing of data in your case:

| Who is affected by the processing | How personal information is obtained | Legal basis for processing personal data | Personal data processed | Purpose of personal data processing | Period of processing of personal data |
|----------------------------------------------------|-------------------------------------------------|--------------------------------------------------|------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------|
| The Contracting Authority (Procedure Participant), | from you (you provide the Contracting Authority | article 6(1)(b) GDPR - the data are required for | any personal information you provide in the course of this | conducting a procurement procedure, specifically indicated in | as a rule - 4 (four) years from the end of the contract |

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| persons representing it, its attorneys and representatives through whom it acts in the proceedings, supervisory bodies, etc. and other persons indicated by the Contracting Authority (Procedure Participant) in the tender and other documentation submitted to the Contracting Authority | with your personal data; we may receive your data from your employer or contractor as part of their tender or application in the proceedings) | the execution of your request for review of the tender / application by the Contracting Authority, and you seek to obtain a positive outcome for you. Failure to provide data prevents the request from being fulfilled. | procurement process. This may include, but is not limited to: first name, last name, social security number, date and place of birth, information about experience and occupation, licenses, convictions, home addresses, contact information | the documentation to which this information clause is attached | award procedure, but for no less than the term of the contract concluded as a result of this procedure (by analogy with article 78 of the Public Procurement Law) |
| Persons concluding a contract as a result of the award of a public contract and whose details are indicated in such a contract on the part of the successful contractor | from you directly or from your employer | as above | name, contact addresses, position, phone number, email address; also possible: NIP [Tax ID], REGON [Statistical ID]. | conclusion and performance of the Contract following an award | as above, however, not shorter than until the statute of limitations for all claims under the contract in question and settlement of the claims asserted |
| Persons not expressly mentioned in the Contract, but performing the Contract on behalf of the Contractor (e.g. persons actually performing installation work for the purchased equipment on the Controller's premises) | from you directly or from your employer | Article 6(1)(f) GDPR - The Controller has a legitimate interest to know with whom in a contractual relationship they are contacting, who is entering their premises, in what role the other | name, contact addresses, position, telephone number, email address; if you perform work on the Controller's premises: image (as part of the monitoring, which you are informed of if it is applied on | performance of the Contract following an award | as above, however, not shorter than until the statute of limitations for all claims under the contract in question and settlement of the claims asserted |



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|--|--|--------------------------|-------|--|--|
| | | person is acting etc. | site) | | |
|--|--|--------------------------|-------|--|--|

4. Your personal data may also be processed - on grounds of the Controller's legitimate interest (Article 6(1)(f) GDPR) for the purposes of tax settlements, financial settlements, etc. and for proceedings related to claims by or against the Controller. Your personal data may also be processed - after exhausting other legal grounds - for archiving purposes, which is the legitimate interest of a state legal entity performing public tasks assigned by law with public funds, referred to in Article 6(1)(f) GDPR, in which case the further archiving period will not be longer than a further 5 years. If the funds disbursed by the Contracting Authority in this proceeding come from sources other than the Contracting Authority, it is possible that the data processing period will depend on the regulations governing the settlement of such funds with a third party (funding institution).
5. If the law in any respect provides for a longer processing period, this longer period shall apply.
6. The Controller may, in accordance with the law, transfer your data further to other recipients. It is a possibility. Recipients of your personal data may be, in particular:
 - a) duly authorized associates of the Controller or their service providers, to the extent necessary and reasonable, including, for example, IT, software, legal, accounting, tax, hosting, and insurance service providers;
 - b) entities entitled to statutory or contractual control or supervision over the Controller, in particular the Łukasiewicz Center and the President of the Łukasiewicz Center, also the competent minister;
 - c) other entities authorized by law to supervise and control, and other entities authorized by law;
 - d) in case of a relationship between you and the Controller for the purposes of subsidized scientific projects or commercialization - a subsidizing institution, an intermediary institution, a funding institution, etc., in particular NCBiR or NCN;
 - e) entities providing maintenance or support of IT systems used by the Administrator, entities providing hosting services, etc;
 - f) courier and postal companies, etc.
7. Your personal information may also potentially be disclosed through access to public information.



8. Your personal data will not be transferred to third countries or international organizations. If this should happen, we will inform you in a separate communication. However, this does not apply to the transfer of data for the purposes of implementing and accounting for grants, subsidies, scientific programs, etc. funded from the budget of the European Union to which international organizations data may be transferred by the Controller to the extent necessary for the execution of obligations and proper spending of public funds.
9. No automated decisions will be made with respect to your personal data. There will also be no profiling based on them.
10. To exercise your rights, please contact the Controller at the above mentioned contact details of the Data Protection Officer. You have the right to:
 - a) access the personal data you have provided;
 - b) as a general rule, rectify or supplement the personal data provided;
 - c) as a general rule, request the restriction of the processing of personal data;
 - d) make a complaint to the President of the Office for Personal Data Protection about the processing of data by the Controller;
 - e) as a general rule, erasure of data (right to be forgotten);
 - f) as a general rule, carry-over of personal data. However, we inform you that: this right does not apply to processing that is necessary for the performance of a task carried out in the public interest (Article 20(3) GDPR);
 - g) as a general rule, to object to the processing of personal data;
 - h) revoke your freely given consent to processing at any time - if processing is based on consent. Revocation of this consent does not affect the existing processing on that basis prior to revocation. As a general rule, in this case your data will not be processed on the basis of consent, so this right does not apply.

Please note that the law and the nature of the proceedings conducted may result in further restrictions to your rights in specific cases. If you have any concerns, please contact the Purchaser's Data Protection Officer.

[___case number___].
Project (if applicable:) [___project name___]

Attachment 3 to the Contract no.: [___case number___]. - GTC - General Terms and Conditions of Łukasiewicz Research Network - PORT Polish Center for Technology Development ("Contracting Authority" or "PORT") for contracts below PLN 130,000.00 net

Contractor: [___name of the Contractor___]





Łukasiewicz

PORT
Polski Ośrodek
Rozwoju
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§ 1. STATEMENTS

1. Contractor represents that:
 - a) it has full authority to perform its obligations in respect of the Goods, any obligations under the Contract, is engaged in providing such services professionally and has the appropriate qualifications, experience and staff to provide such services;
 - b) The Goods meet all relevant requirements of the law and applicable standards;
 - c) it will perform the Contract with due diligence, taking into account the professional nature of its business;
 - d) it is not in bankruptcy, restructuring, no application for bankruptcy or restructuring or any other similar application has been filed against it, and there are no grounds for declaring bankruptcy or initiating restructuring proceedings.
2. The Contracting Authority states that:
 - a) it has the status of a large entrepreneur within the meaning of the Act of March 8, 2013 on counteracting excessive delays in commercial transactions (i.e. Journal of Laws 2020, item 935);
 - b) is an active VAT taxpayer.

§ 2. WITHDRAWAL OR TERMINATION

1. For contracts for which the civil law provisions on the contract of sale apply:
 - a) The Contracting Authority may withdraw from the Contract in the part chosen by it,
 - within 7 days of concluding the Contract; or
 - at any time if the delay in performance of the Contract exceeds 21 days, until the Contractor has performed the Contract correctly in its entirety.
 - b) The Contractor shall not be entitled to withdraw from the Contract, and if the law grants them such a right, it shall be limited only to the right to withdraw for important reasons. The statement of withdrawal shall be made in

writing, with reasons, under pain of nullity.

2. For contracts for which the civil law provisions on the contract of order apply:
 - a) The Contracting Authority may terminate the Contract at any time, without giving reasons;
 - b) The Contractor may terminate the Contract only for valid reasons; the statement of termination shall be made in writing on pain of nullity, together with a justification.

§ 3. LIQUIDATED DAMAGES AND LIABILITY

1. For each day of delay in executing the Contract, the Contractor shall pay to the Contracting Authority, as liquidated damages, the amount of 0.5% of the Gross Remuneration. The total amount of liquidated damages accrued under the Contract may not exceed 50% of the Remuneration.
2. The Contractor agrees to deduct liquidated damages from the Remuneration.
3. The Contracting Authority shall have the right to claim damages exceeding the amount of liquidated damages.

§ 4. PAYMENT

1. The remuneration shall be deemed paid as of the date of issuance of the payment instruction from the Contracting Authority's payment account.
2. Payment of the Remuneration shall be made in the currency expressly specified in the Contract by the Parties. A change in currency requires an amendment to the Contract.
3. The Remuneration shall be paid to the Contractor's bank account number indicated in the VAT invoice, provided that, if required by law, the bank account is included in the list of entities registered as VAT payers, not registered and deleted from and restored to the VAT register, kept by the Head of the National Revenue Administration (the so-called "VAT White List") (hereinafter the "VAT White List").
4. If required by law, and the bank account indicated in the VAT invoice is not included in the VAT White List, the Contractor authorizes the Contracting Authority to withhold payment of the remuneration until a VAT invoice is issued that includes the bank account included in the VAT White List, unless the Contractor proves that it should not be included

- in the VAT White List (e.g. because it is not an active VAT taxpayer).
5. If the remuneration should be paid using the split payment mechanism, the Contractor undertakes to include the words "split payment mechanism" on the VAT invoice.
 6. If, in accordance with legal regulations, the remuneration should be paid using the split payment mechanism and the Contractor has not included the note referred to in item 5 in the VAT invoice, the Contractor authorizes the Contracting Authority to withhold the payment of remuneration until the VAT invoice has been correctly issued. In the event that, in accordance with the provisions of law, the remuneration should be paid using the split payment mechanism, the Contracting Authority may also pay the remuneration using the split payment mechanism, irrespective of the Contractor's inclusion of the note referred to in item 5 on the VAT invoice.
 7. The grounds for issuing a VAT invoice shall be an Acceptance Protocol signed by the Contracting Authority's representative, which confirms correct execution of the subject of the Contract.
 8. The Contractor shall be fully responsible for the accuracy of the bank account number indicated in the VAT invoice.
 9. The VAT invoice referred to in paragraph 2 of this section should include, in particular, the following additional elements: number of the Contract, specification of the subject of the Contract.
 10. The date of payment shall be the date on which the Contractor's bank account is debited.
 11. The Contracting Authority, as the recipient, accepts the Contractor's use of electronic invoices, which shall be sent to the Contracting Authority's address e-faktury@port.lukasiewicz.gov.pl.
 12. The Contractor undertakes to inform the Contracting Authority immediately of any change in its status as an active VAT taxpayer, no later than one working day after such change.
 13. The Contractor agrees to pay all direct and indirect damages (including lost profits) that the Contracting Authority incurs as a result of being misled about the Contractor's tax status.
 14. The Contractor authorizes the Contracting Authority to withhold the payment of the Contractor's remuneration in the part

corresponding to the amount of VAT if the Contracting Authority finds out that the Contractor is not indicated as an active VAT taxpayer on the web pages of the Ministry of Finance, despite the fact that the Contractor declared that it is an active VAT taxpayer - until the moment when the Contracting Authority receives a current (issued not earlier than 14 days before submitting to the Contracting Authority) certificate from the Tax Office stating that the Contractor is an active VAT taxpayer.

15. The Contractor undertakes to return the remuneration paid by the Contracting Authority in the part corresponding to the amount of VAT, if the Contracting Authority finds out that on the day of issuing the VAT invoice or payment of remuneration the Contractor was not indicated on the website of the Ministry of Finance as an active VAT taxpayer.

§ 5. OTHER

1. The Contractor undertakes to pass on the personal data processing information clause provided to it by the Contracting Authority to all persons involved in the performance of the Contract on its part and, upon the Contracting Authority's request, to provide proof of such passing on.
2. If the Contract indicates that it is being entered into for a specific scientific project, the Contractor acknowledges that any delay in the performance of the Contract on its part may cause damage to the Contracting Authority in the performance of such project.
3. In the event of any differences between the description of the subject matter of the contract, the Contractor's quotation and the Contract document, the broader scope of the Contractor's responsibilities, obligations and performance shall be assumed.
4. The Parties are obliged to keep confidential any technical, financial, commercial, legal and organizational information obtained in connection with the conclusion and performance of the Contract, regardless of the form in which such information was obtained and its source.
5. The Contractor undertakes to keep strictly confidential any information, which is not generally known, to which it has gained access in connection with the conclusion and performance of the Contract, regardless of the form in which such information is provided, while the

Contractor shall be liable for the actions of any persons it uses in the performance of the Contract, including in particular its employees, collaborators and any persons who act on its behalf, including members of its bodies and agents, as well as employees, collaborators, agents and members of bodies of any subcontractors, as for their own actions or omissions. This obligation exists throughout the term of the Contract, and for five (5) years after termination.

6. The Contractor undertakes to take all necessary measures to protect the information from being transferred or disclosed, either in whole or in part, to any third party that is not a party to the Contract or a person used by the Contractor in the performance of the Contract.
7. Any technical, commercial information provided by either Party to the other Party may not be disclosed to third parties without the prior written consent of the Party providing the information. The information referred to in the preceding sentence shall not be reproduced or used otherwise than as agreed in writing by the Parties.
8. In the event of any doubt as to the nature of any information, the Contractor shall request the Contracting Authority to indicate whether it is to be treated as confidential before it is disclosed or made available.

§ 6. FINAL PROVISIONS

1. Any changes to the Contract must be made in writing or in a document (email) by persons authorized to represent, otherwise being null and void.
2. The Contract shall be governed by Polish law. The Parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 to the Contract.
3. All disputes concerning the Contract shall be settled by the Polish court having jurisdiction over the registered office of the Contracting Authority.
4. The authentic language of this document is Polish. If this document is drawn up in other languages, the Polish language version shall prevail.
5. In matters not regulated, the provisions of civil law shall apply.
6. Attachments, which form an integral part of these GTC and the Contract:

- a) Attachment 1 - Conditions for conducting works by external companies on the premises of the Łukasiewicz Research Network - PORT Polish Center for Technology Development.

Attachment 1 to GTC - General Terms and Conditions of Łukasiewicz Research Network - PORT Polish Center for Technology Development for contracts below PLN 130,000.00 net

Conditions for carrying out work by external companies on the premises of the Research Network Łukasiewicz - PORT of the Polish Center for Technology Development

(version from: 01.01.2021)

1. All submissions, agreements, approvals, etc. referred to herein shall, under pain of nullity, be made in writing, or sent by email to infrastruktura@port.lukasiewicz.gov.pl.
2. Any work conducted by outside companies on PORT property shall be reported to PORT by 3:00 p.m. the day before the work begins. The notification must be approved by a PORT staff member. No response does not mean approval.
3. Any works shall take place between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding legal holidays. Excepted from this are works leading to the rectification of an emergency threatening the life, health or safety of persons, or necessitating the closure (shutdown or partial shutdown) of PORT buildings, for which the parties shall agree on individual working hours.
4. During the performance of the work, the employees of each outside company shall:
 - a) observe a total ban on alcohol, drugs and smoking, including electronic cigarettes and similar;
 - b) undergo identity verification upon entry to the PORT. PORT shall have the right to refuse entry to its premises to any person (or to allow any person to carry out work) without giving any reason, particularly if it is not possible to verify identity reliably. The Contractor acknowledges that due to the special nature of PORT and the subject matter of its operations, the security of

- PORT's people, buildings, information and data is of paramount importance, and the Contractor expressly agrees with this by entering into the work order. It is the Contractor's responsibility to provide reliable verification of the identity of the individuals it uses.
- c) comply with health, safety and fire protection regulations;
 - d) work area, as required by health and safety regulations.
 - e) comply with all orders, rules, regulations, procedures and policies of PORT as they pertain to them.
5. The outside company is required to provide all tools, materials and parts necessary to perform the work. All their transportation is at the expense of such an outside company. All work shall be performed at the expense, risk and effort of the outside company.
6. While the work is being performed, the outside company assumes total responsibility for the condition of the equipment being worked on. The third-party company shall be fully responsible for damages resulting from improper performance of the work, and shall pay all costs of removal and restoration of the facilities/installations/equipment to proper operation.
7. The outside company shall keep confidential all technical, financial commercial, legal and organizational information obtained in connection with the execution of the work, regardless of the form in which the information was obtained and its source.

