Appendix No. 1 to the Request for Proposals

**TENDER FORM**

within the framework of the implemented project entitled “Innovation Incubator 4.0.” financed from the European Regional Development Fund under the Operational Programme Intelligent Development 2014-2020 (Measure 4.4), pursuant to agreement no. MNiSW/2020/329/DIR of 28 September 2020

|  |
| --- |
| **Completion by the person accepting the form** |
| Form receipt date |  |
| Form number |  |

Data of the Contractor applying for the award of the contract:

Full name / Company ....................................................................................................................

Correspondence address ..................................................................................................................

TAX ID NUMBER: …………………………………

Phone ...................................

E-mail…………………….

Referring to the Request for Proposals concerning the selection of a Contractor for manufacturing of 28 crystals with dimensions of 6x6x60 mm^3 made of BGO (Bi4Ge3O12) and 28 crystals with dimensions of 6x6x60 mm^3 made of CdWO (CdWO4) within the project “Innovation Incubator 4.0.”

We offer to perform the complete subject of the contract (28 BGO and 28 CdWO crystals) for the total **net amount of .......................................... EUR/PLN** \*, plus due **VAT in the amount of .......... \* %**, which gives the **gross amount of ......................................... \* EUR/PLN** (**in words :................................................................................ \***),

**including unit price:**

**- for manufacturing a crystal of dimensions 6x6x60 mm^3 made of BGO (Bi4Ge3O12) - net price ............. EUR/PLN;**

**- for the manufacture of a crystal with dimensions of 6x6x60 mm^3 manufactured from CdWO (CdWO4) - net price ............. EUR/PLN;**

**Person assigned to implement the contract:**

**………………………………………………………………………………**

The Employer stipulates that in the case of a Contractor who is not engaged in business activity, the Employer shall deduct from the above-mentioned amount of remuneration an amount representing all benefits incurred by the Employer, in particular an advance payment of income tax due, if any, as well as surcharges incurred by the Employer and the Contractor.

For a Contractor who is not liable for VAT, the net amount shall be the gross amount.

**I hereby declare that:**

1. I have familiarised myself with the contents of the Request for Proposals and I accept without reservation the requirements contained therein.
2. The tender value shall include all costs related to the execution of the contract.
3. I have acquainted myself with the contents of the Request for Proposals, in particular with the model Contract contained therein and the description of the subject matter thereof with appendices, and I consider myself bound by the requirements and rules of the procedure specified therein.
4. I offer a deadline for the execution of the subject of the Contract consistent herewith.
5. I meet the conditions of impartiality and independence as well as the lack of capital or personal relations with the Employer and I am not subject to exclusion from the proceedings pursuant to item V of the Request for Proposals and I meet the conditions of participation in this proceeding.
6. I hereby declare that the selection of my offer will\* / will not\* lead to the creation of an obligation for the Employer to pay tax pursuant to the regulations on tax on goods and services.\* The above tax obligation will concern ...................................... (Insert the name / type of goods or services which will lead to the creation of an obligation for the Employer to pay tax pursuant to the regulations on tax on goods and services) covered by the subject matter of the contract.\*
7. If the contract is awarded, I hereby undertake to conclude a Contract at a place and date designated by the Employer.
8. I consider myself bound by this tender for the period indicated in the Request for Proposals.
9. The person authorised to contact the Employer with regard to the submitted tender and with regard to matters concerning the possible execution of the Contract shall be: ...................................., e-mail: ............................, tel.: ......................... (can be filled in optionally).

Being warned of the responsibility for making a false statement or concealing the truth, I hereby declare that the above data is true.

I consent to the processing of my personal data within the scope specified herein for the purpose of conducting the Request for Proposals for the implementation of the project entitled “Innovation Incubator 4.0.” in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 and in accordance with the information clause attached to my consent (concerns a Contractor being a natural person not running a business or being a natural person running a business and executing the order personally).

Enclosed with my proposal are the following documents:

……………………………………….

….…………………..…………………………………..

Place, date and signature of the Contractor

Appendix No. 2 to the Request for Proposals

**Information Clause**

**regarding the processing of personal data**

Pursuant to Art. 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 (General Data Protection Regulation, hereinafter “General Regulation”), Jagiellonian University hereby informs that:

1. The Controller of your personal data is the Jagiellonian University, 24 Gołębia Street, 31-007 Kraków, represented by the Rector of the Jagiellonian University.

2. Jagiellonian University has appointed a Data Protection Inspector, 4 Czapskich St., 31-110 Kraków, room no. 27. Contact with the Inspector is possible by e-mail: iod@uj.edu.pl or at telephone number 12 663 12 25, Monday to Friday, from 8:00 to 15:00.

3. The personal data shall be processed for the purpose of conducting the request for proposals concerning the manufacturing of 28 crystals with dimensions of 6x6x60 mm^3 made of BGO (Bi4Ge3O12) and 28 crystals with dimensions of 6x6x60 mm^3 made of CdWO (CdWO4) within the project “Innovation Incubator 4.0.” pursuant to Art. 6(1)(c) and Art. 9(2)(g) of the General Regulation, and in the case of an award of a contract, your data will be processed for the performance of the Contract under Art. 6(1)(b) of the General Regulation.

4. Providing your personal data shall be a statutory requirement and is a condition for participation in the procedure and subsequent conclusion of the Contract.

5. Recipients of your personal data will be persons or entities to whom documentation of the proceedings will be made available in connection with the control of expenditure of the project under which the proceedings are conducted.

7. Your personal data will be stored for the following period: until the end of the possibility of control of the project or its sustainability.

8. You shall be entitled to: access to the content of your data, rectification, restriction of processing - in the cases and under the conditions provided for in the General Regulation.

9. You also have the right to lodge a complaint with the President of the Office for Personal Data Protection if you consider that the processing of your personal data violates the provisions of the General Regulation.

10. Your exercise of the entitlement to rectify or supplement your personal data, as referred to in Art. 16 of the General Regulation, cannot result in changing the outcome of the public procurement procedure or amend the provisions of the contract to an extent contrary to the PPL, nor can it affect the integrity of the protocol of the public procurement procedure and its appendices.

11. Should the fulfilment of the obligations referred to in Art. 15(1)-(3) of the General Regulation, in order to exercise the entitlements referred to in items 8 and 9 above and to obtain a copy of the data undergoing processing, require disproportionate efforts, the Employer may request you to provide additional information to clarify the request, in particular the name or the date of the public procurement procedure opened or closed.

12. Your data will not be subject to automated decision-making and will not be profiled.

13. Your personal data will not be transferred to a third country.

14. Your request for the restriction of data processing referred to in Art. 18(1) of the General Regulation shall not restrict the processing of your personal data until the end of the public procurement procedure.

I confirm that I have familiarised myself with and acknowledge the above information.

*Place, date, stamp and signature of the Contractor or person authorized to make declarations of will on their behalf*

(Contractor/Contractor’s company stamp)

**STATEMENT BY THE CONTRACTOR**

**ON COMPLIANCE WITH THE INFORMATION OBLIGATIONS PROVIDED FOR**

**IN ART. 13 OR 14 OF THE GDPR**

I hereby declare that I/we have complied with the information obligations provided for in Art. 13 or 14 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 towards natural persons from whom I/we have directly or indirectly obtained personal data for the purpose of applying for a public contract in this procedure.

Place .................................................. date ..........................................

(stamp and signature of person(s) authorized to make declarations of will on behalf of the Contractor)

Appendix No. 3 to the Tender Form

**CONTRACT**

concluded at Kraków on ……………………. 2021 by and between

**the Jagiellonian University**

with its registered office in Kraków at 24 Gołębia Street, 31-007 Kraków, Tax Identification Number (NIP) 675-000-22-36

represented by

**Gabrielę Konopkę-Cupiał**, Project Manager, pursuant to the authorisation of the Jagiellonian University Deputy Chancellor for Scientific Research No. 1.012.1067.2020 of 4.09.2020, with financial countersignature of the Jagiellonian University Quaestor or the Jagiellonian University Deputy Quaestor

hereinafter referred to as **“the Employer”**

and

............................, with registered office: ....................., ....-................., Tax Identification Number: ..............................., Business Identification Number: ................................,
hereinafter referred to as **“the Contractor”**,

represented by ………………………………….

hereinafter referred to collectively as **“the Parties”**

*As a result of the procedure for the award of a public contract under a request for quotations with the estimated value below the equivalent of PLN 130,000 net, a contract (hereinafter referred to as “the Contract”) of the following content has been concluded:*

**§ 1**

**Subject Matter of the Contract**

* + - 1. Within the framework of this Contract, the Employer contracts and the Contractor undertakes to manufacture and deliver 28 crystals with dimensions of 6x6x60 mm^3 made of BGO (Bi4Ge3O12) and 28 crystals with dimensions of 6x6x60 mm^3 made of CdWO (CdWO4).
	1. A detailed description of the subject matter hereof may be found in the Request for Proposals and in the specification included in Appendix No. 1 hereto.
	2. An integral part hereof shall be: the Request for Proposals and the Appendices, the Contractor’s tender dated ............ 2021 and the documentation of the procedure.
	3. The Parties determine that the subject matter hereof shall be executed in its entirety, i.e. neither partial surrender nor partial settlement is envisaged.

**§ 2**

1. The Contractor hereby declares that they are duly qualified for the execution hereof in terms of law, material situation, technical skills and experience as well as undertakes to execute it with the utmost care.
2. The Contractor hereby ensures that the persons to whom they entrust the execution hereof will have the experience and qualifications specified in the tender, pursuant to the conditions specified in the Request for Proposals.
3. Confirmation of the execution of the entire Contract shall be the Contract Acceptance Protocol, approved by the Employer, the model of which constitutes Appendix No. 1 hereto.
4. The Contractor shall be liable for the acts and omissions of subcontractors as for his own acts or omissions.
5. Contracts with subcontractors concerning the execution of the subject matter hereof shall not affect the obligations of the Contractor towards the Employer resulting herefrom.

**§ 3**

**Term**

1. The Contractor shall execute the subject matter hereof within the next 4 months, counting from the day of awarding the contract, i.e. conclusion hereof, i.e. from ......
2. The Contractor shall ensure readiness for the execution hereof on the day of conclusion hereof.
3. Delivery of the subject matter hereof will be made in DAP Kraków, ......................... Street, Krakow, according to Incoterms 2010 regulations. Not later than 14 days before the planned delivery date, the Contractor shall inform the Employer about the delivery date.
4. The Contractor shall deliver the subject matter hereof in appropriate packaging protecting its contents from damage during transport.

**§ 4**

**Guarantee and Warranty of the Contractor**

1. The Contractor shall provide a guarantee and warranty for the completed subject matter hereof for the period of 6 months.
2. The provisions of this Paragraph constitute a guarantee statement within the meaning of Art. 577 and Art. 577₁ of the Civil Code. The document confirming the granting of the guarantee by the Contractor, within the meaning of Art. 577 of the Civil Code, shall be this Contract.
3. The warranty period for defects shall be equal to the warranty period pursuant to Art. 558 of the Civil Code.
4. The period of guarantee and warranty for defects shall commence as of the date of signing the protocol, constituting Appendix No. 1 hereto, without objections. The guarantee and warranty includes an assurance that the subject matter hereof has the technical parameters specified in Request for Proposals.
5. The Purchaser shall report all damages and defects of the subject matter hereof to the Contractor in writing, by fax at: \_\_\_\_\_\_ or by e-mail at the address: ............
6. The defective product shall be replaced and sent back to the Contractor at his expense. The Contractor shall undertake to replace the defective product and send it back to the Employer within 6 weeks from the date of notification of the defect.
7. Regardless of the rights under the guarantee provided by the Contractor, the Employer may exercise rights under the Manufacturer’s guarantee.
8. To ensure the Employer’s rights referred to in item 7, the Contractor shall be required to obtain from the Manufacturer a warranty statement within the meaning of Art. 577 and Art. 577₁ of the Civil Code, indicating the Employer as the beneficiary of rights under the Manufacturer’s warranty. This obligation shall be excluded in the event that the Contractor is also the Manufacturer of the equipment.
9. During the warranty period, the Contractor shall provide free of charge servicing of the subject matter hereof, unless the damage is due to improper use of the equipment by the Employer. Maintenance service may be performed at the Employer’s seat.

**§5**

**Settlement between the Parties**

1. The amount of remuneration due to the Contractor for performance of the entire subject matter hereof has been determined on the basis of the Contractor’s tender.

2. For performing the entire subject matter hereof, the remuneration is determined in the net amount of PLN/EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in words: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), which, after adding the appropriate VAT rate, gives the gross amount: PLN/EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in words: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

**including unit price:**

**- for manufacturing a crystal of dimensions 6x6x60 mm^3 made of BGO (Bi4Ge3O12) - net price ............. EUR/PLN;**

**- for the manufacture of a crystal with dimensions of 6x6x60 mm^3 manufactured from CdWO (CdWO4) - net price ............. EUR/PLN;**

– applies to a Contractor conducting a business activity.\*

The Employer shall deduct from the above-mentioned amount of remuneration an amount representing all benefits incurred by the Employer, in particular an advance payment of income tax due, surcharges incurred by the Employer or likely to be incurred by the Contractor; this amount shall constitute the maximum cost to be incurred by the Employer for the execution hereof.

– applies to a Contractor not engaged in an economic activity.\*
The net amount of the remuneration will be increased by the appropriate VAT 23%, or the VAT due on the amount of the remuneration will be paid by the Employer to the account of the appropriate Tax Office in the event that the Employer has an obligation to pay tax in accordance with the provisions on VAT (\*depending on the offer).

3. The remuneration referred to in Para. 2 shall include the cost of providing all services and activities covered hereunder as well as all payments due to the Contractor, including all royalties to third parties, costs of packaging, safe transport, insurance and other costs to be incurred by the Contractor for the performance hereof.

4. The Contractor shall receive the remuneration specified in Art. 5(2) after the completion - without objections - of the entire subject matter hereof and submission of a correctly issued VAT invoice/ bill at the Employer’s registered office - CTT CITTRU, ul. Bobrzyńskiego, 30-348 Kraków or by e-mail: *karolina.siudak@uj.edu.pl.*

5. The deadline for payment of VAT invoices/accounts for the completed and accepted entirety of the subject matter hereof shall be set at 30 days from the date of delivery to the Employer of a correctly issued invoice (which may be issued after the acceptance protocol has been signed without reservation).

6. The remuneration due to the Contractor shall be paid by transfer from the Employer’s account to the Contractor’s bank account indicated in the invoice/bill.

7. The invoice should be issued as follows:

 Uniwersytet Jagielloński, ul. Gołębia 24, 31-007 Kraków,

 NIP: 675-000-22-36, REGON: 000001270

and annotated with the name of the Employer’s Unit for which the contract was performed.

8. The basis for the payment of remuneration shall be confirmation of receipt by the Employer of proper execution of the entire subject matter hereof, made by means of an acceptance protocol, the model of which constitutes Appendix No. 1 hereto.

9. The Employer hereby declares that he is a taxpayer of tax on goods and services (VAT) and has the following identification number (NIP): 675-000-22-36.

10. The Contractor declares that they are/are not\* a Value Added Tax (VAT) payer and have/do not have\* the following identification number (NIP): ............... and are entitled\* to issue VAT invoices.

11. The payment venue is the Employer’s bank. The day of payment shall be the day on which the Employer’s account is debited.

12. The Contractor shall not be entitled to assign, transfer, pledge to third parties its rights, receivables and obligations hereunder without the prior written consent of the Employer.

13. The Contractor shall be obliged to indicate on the invoice the number of the settlement account disclosed in the list of entities registered for VAT purposes, not registered and deleted and restored to the VAT register, kept by the Head of the National Fiscal Administration (the so-called “White List” - Article 96b(1) of the Act of 11 March 2004 on tax on goods and services - i.e. Journal of Laws of 2020, item 106 as amended)\* if applicable.

14. The Contractor hereby confirms that the bank clearing account disclosed on the invoice is used by the Contractor for the purpose of settlements in respect of its business activity, for which a VAT account is maintained)\* if applicable.

15. Should the Contractor’s bank account not be disclosed on the “White List”, the Employer shall be entitled to pay the remuneration to the account indicated in the Contractor’s invoice using the split payment mechanism or to notify the competent head of the tax authority when making the first payment of remuneration by transfer to the account indicated in that invoice)\* if applicable.

16. In the event that the Contractor shall be registered as an active VAT taxpayer, the Employer may perform payment of remuneration using the split payment mechanism, i.e. in the manner provided for in Art. 108a (2) of the VAT Act. The provisions of the first sentence shall not apply if the subject matter hereof constitutes an activity that is exempt from VAT or is subject to a 0% VAT rate)\* if applicable.

17. The Contractor, which is registered as an active taxpayer of tax on goods and services, hereby declares that by virtue of transactions being the subject hereof it shall correctly perform its tax obligations, in particular, correctly determine tax rates on goods and services and pay to the account of the tax office the amount of tax on goods and services attributable to such transactions. In the event that the tax administration deems that the Contractor/Employer has not correctly fulfilled their tax obligations on account of the transactions in question, the Contractor undertakes to bear the charges imposed on the Employer by the tax administration)\* if applicable.

**§ 6**

**Liability for Breach of the Contract**

1. The Parties shall reserve the right to calculate and enforce contractual penalties for non-compliance herewith or improper performance of obligations hereunder.
2. The Contractor shall pay the Employer a contractual penalty in the following cases:
3. Withdrawal herefrom by any of the Parties hereto due to circumstances attributable to the Contractor, in the amount of 10% of the Contractor’s total net remuneration determined pursuant to Art. 5(2) hereof,
4. A delay of more than 4 weeks in the delivery of the subject matter hereof, in relation to the deadline referred to in Art. 3(1). The amount of the penalty shall be 0.1% of the Contractor’s net value, calculated for each day of delay starting from the first day, but not more than 15% of the total net remuneration of the Contractor. In the event that defects/faults are discovered during the acceptance of the subject matter hereof; the contractual penalty stipulated in this letter b) shall not be applied, provided that the subject matter hereof (defective) has been delivered within the time limit not resulting in its application.
5. A delay of more than 7 calendar days in removing defects or faults identified during acceptance, in relation to the deadline set by the Employer in accordance with Art. 3(1) hereof, in the amount of 0.2% of the net value of the defective part of the subject hereof. The penalty shall be calculated for each day of delay, but not more than 15% of the net value of the defective part of the subject matter hereof.
6. A delay of more than 7 calendar days in removing defects or faults found during the period of warranty or guarantee, in the amount of 0.1% of the net value of the defective part of the subject matter hereof. The penalty shall be calculated for each day of delay in relation to the deadline (day) set in accordance with the content hereof, but not more than 20% of the net value of the defective part of the subject matter hereof.
7. The claim for payment of contractual penalties shall become due as of the day following the day on which the factual circumstances defined herein constituting the basis for their calculation occurred.
8. Payment of contractual penalties shall not release the Contractor from the obligation to continue providing the services in accordance with the provisions hereof. The Employer
9. The contractual provisions concerning the calculation of contractual penalties shall not apply to the Contractor’s conduct that is not directly or indirectly related to the subject matter hereof or its proper performance. The Contractor shall not be liable for circumstances for which the Employer is solely responsible.
10. In the cases referred to in Para. 1 - 2, respectively, the Employer shall summon the Contractor in writing to make the payment within 14 days from the date of receiving the payment summons, notwithstanding the above, the Employer shall be entitled to deduct the contractual penalties from the Contractor’s remuneration or other potential claims of the Contractor towards the Employer, to which the Contractor agrees.
11. Irrespective of the penalties provided for herein, in the event of any damage exceeding the amount of the contractual penalty, the Employer shall reserve the right to seek compensation on general terms.

**§ 7**

**Withdrawal from the Contract**

1. With the exception of the cases listed in the Act of 23 April 1964 - Civil Code, the Parties shall be entitled to withdraw herefrom within 30 days of becoming aware of the occurrence of one of the circumstances listed below:
2. Ascertaining that the Contractor, as a result of its insolvency, has not fulfilled its monetary obligations for a period of at least 3 months,
3. Liquidation of the Contractor will be undertaken,
4. There has been an attachment order issued against the Contractor’s assets,
5. The Contractor shall be in delay by more than 6 weeks with respect to the deadline specified in Art. 3(1) with the delivery of the subject matter hereof or with the removal of defects in the subject matter hereof identified during acceptance, by more than 7 calendar days with respect to the deadline specified by the Employer,
6. The Contractor has delivered goods that do not comply with the terms and conditions hereof and has failed to perform the Contract in accordance with its provisions within an additional period of time set by the Employer, not shorter than 14 days.
7. If the Contractor encounters major financial difficulties, in particular the occurrence of seizures by bailiffs or other authorities with a total value exceeding PLN 100,000.00 (in words: one hundred thousand PLN) or an equivalent amount in the currency of the country where the Contractor is established.
8. The Contractor shall not be entitled to compensation for termination of the Contract by the Employer for reasons attributable to the Contractor.
9. Withdrawal herefrom shall be in writing, otherwise such declaration shall be null and void, and shall contain a statement of reasons.
10. In the event of withdrawal herefrom, the Parties shall retain the entitlements to enforce contractual penalties and to claim damages exceeding such penalties.
11. In the case of withdrawal herefrom referred to in Para. 4, the Contractor may demand remuneration only for the part of the Contract completed until the date of withdrawal, without the right to claim damages on this account.
12. A Party that intends to invoke the circumstances indicated above shall immediately inform the other Party in writing.
13. The Employer shall reserve the right to withdraw herefrom only to the extent of the part indicated by him, retaining title to the remaining part hereof. To the extent that the Employer has not exercised his right to withdraw, all provisions hereof, in particular those relating to payment and guarantees, shall remain in force.
14. In the event of withdrawal herefrom, the Parties agree that the parts of the subject matter hereof that have been delivered up to that point, free of defects, shall be paid for and remain the property of the Employer.

**§ 8**

**Contact Persons**

1. The contact person for the execution hereof on behalf of the Contractor will be: ................................, e-mail: ......................, phone: ........................... .
2. The authorised contact persons on behalf of the Employer will be:
3. ……………, e-mail: …………………… , phone.: …………………………. .
4. ……………, e-mail: …………………… , phone.: …………………………. .
5. The Parties authorise the above-mentioned persons to make current arrangements on their behalf within the framework hereof, which do not constitute an amendment hereto, and to perform acceptances, including the signing of acceptance protocols.
6. All correspondence between the Parties shall be in writing. For the purposes of the correspondence, the Parties shall also consider information sent by e-mail by the persons indicated in Para. 2 hereof and persons authorised to represent the Parties (in accordance with the institution’s statutes, company register or other document such as a power of attorney) to be in writing. The provisions of this paragraph are without prejudice to the provisions on amending the Contract, which must be done in writing under pain of nullity.
7. All mail deliveries shall be made to the following addresses of the Parties:
8. …………………. UJ

ul. ……………

30-392 Kraków

1. ………………………………………….
2. The Parties undertake to inform each other by registered letter of any change of the correspondence address indicated in Para. 5, within 7 days of the change occurring, otherwise any correspondence sent to the previously known address shall be deemed effectively delivered.

**§ 9**

**FORCE MAJEURE**

1. In the event of an inability to perform obligations hereunder due to circumstances beyond the Parties’ control and which could not have been foreseen (force majeure), the Parties shall be released from any mutual obligations, including liability for damage suffered. The Parties shall also be entitled to change the deadlines for the execution hereof.
2. The provisions referred to in Para. 1 shall apply mutatis mutandis in the event that the performance of obligations hereunder is not possible due to force majeure affecting the Contractor’s subcontractors.,
3. If, as a result of force majeure, the Contract is not performed for a period of more than 2 (two) months, each Party shall be entitled to terminate the Contract without any consequences, by submitting to the other Party an appropriate written statement under pain of nullity. Termination hereof in this manner shall be by mutual agreement of the Parties, each Party hereby stating that it already consents to termination hereof in these circumstances and in this manner.
4. Each Party shall immediately notify the other Party of the occurrence of the circumstances referred to in Para. 1.

**§ 10**

**AMENDMENTS AND SUPPLEMENTS**

1. Amendments and supplements hereto may only be made in writing under pain of nullity and must be signed by authorised representatives of both the Employer and the Contractor.
2. The Parties allow for the possibility of amending the Contract, while not changing the amount of the Contractor’s remuneration, by signing an Annex hereto, in the following cases:
3. changes (extension, shortening, establishment of a new one) of the deadline (initial deadline, final deadline or intermediate deadlines) or introduction of a partial or intermediate deadline or introduction of a break in the execution or stage(s) of execution or a change in the method of execution hereof without changes or including a change in the method of payment of remuneration by partial invoices, key changes in the project schedule aimed at ensuring proper execution of the project - due to: reasons attributable to the Employer, relating in particular to the lack of funds earmarked for the execution hereof (e.g. withdrawal / suspension resulting from the decisions of public authorities), reasons relating to the epidemic of an infectious disease and other reasons not attributable to the Parties, including those caused by force majeure. The Employer shall provide the Contractor with a reasonable advance written notice of any change in the deadline.
4. increase of the number of pieces delivered up to a total of 15% of the Contractor’s net remuneration.
5. change of subcontractor for fortuitous reasons or other reasons favourable to the Employer, in the event that the Contractor declares the execution of the contract with the assistance of subcontractors.
6. The amendment to the terms of payment consisting in the fact that part or all of the payments referred to in Art. 7(1)(1.1) or (1.2) will be paid after the completion of the entire subject matter hereof confirmed by the final acceptance protocol does not require an Annex hereto. Such a change may be introduced at the written request of the Contractor.

**§ 11**

**Final Provisions**

1. The Parties undertake to notify each other by registered mail of any change in the address of their registered office, otherwise any correspondence sent to the previously known address shall be deemed to have been effectively delivered.
2. The possible invalidity of one or more provisions hereof shall not affect the validity hereof as a whole. In such a case, the Parties shall replace the invalid provision by a provision that is consistent with the purpose and other provisions hereof.
3. The Parties shall define working days as days from Monday to Friday, excluding public holidays in the territory of the Republic of Poland.
4. Disputes that may arise in connection with the performance hereof shall be settled by mutual negotiation between the Parties, and only if unsuccessful shall they be settled by a common court with jurisdiction over the Employer’s registered office.
5. In all matters not regulated hereunder, the relevant provisions of the Polish law shall apply, including the Regulation of the European Parliament and of the Council EU 2016/679 of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (OJ. EU L 2016 No. 119, p. 1), the Act of 10 May 2018 on the protection of personal data (Journal of Laws 2019 item 1781 as amended), and the provisions of the Act of 23 April 1964 - Civil Code (i.e. Journal of Laws 2019 item 1145 as amended). The Contract has been drafted in four counterparts: two (2) in the Polish language and two (2) in the English language, one in each language version for each of the Parties. In case of discrepancies between the language versions, the Polish version shall prevail.
6. The Parties unanimously declare that if this Contract shall be concluded in electronic form by means of a qualified electronic signature, the resulting electronic document shall constitute a certification that the Parties have unanimously made the declarations of will contained therein, and the date of conclusion shall be the date of submission of the last (later) declaration of will regarding its conclusion by the authorised representatives of each Party.

*Appendices to the Contract:*

*Appendix No. 1 - Acceptance Protocol - model.*

**The Employer: The Contractor:**

Appendix No. 1 to the Contract

Kraków, dated …….………………

**Acceptance Protocol of the Subject Matter of the Contract**

**involving manufacturing of 28 crystals with dimensions of 6x6x60 mm^3 made of BGO (Bi4Ge3O12) and 28 crystals with dimensions of 6x6x60 mm^3 made of CdWO (CdWO4) within the project entitled “Innovation Incubator 4.0 for the CITTRU Technology Transfer Centre”**

On ............................ with reference to the Contract no. ....................................... of ....................

ACCEPTED / NOT ACCEPTED\* from:

Contractor’s details …………………………………………………………..…………….

The acceptance of 28 crystals with dimensions of 6x6x60 mm^3 made of BGO (Bi4Ge3O12) according to the Contract for the CITTRU Technology Transfer Centre was made on ..............................

The acceptance of 28 crystals with dimensions of 6x6x60 mm^3 made of CdWO (CdWO4) according to the Contract for the CITTRU Technology Transfer Centre was made on ..............................

WITHOUT ANY REMARKS AND RESERVATIONS / REMARKS AND RESERVATIONS \*

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

**Contractor** **Employer**

\* Delete as appropriate