



Appendix 2 to the Contract Notice

SAMPLE CONTRACT

No. ZZ/254/009/D/19

entered into on 2019

by and between:

Gdańsk University of Technology, Faculty of Electronics, Telecommunications and Informatics with its registered office in 80-233 Gdańsk,

ul. Narutowicza 11/12, NIP tax ID: 584-020-35-93, REGON no. 000001620

represented by:

....., acting under the authority of the Rector of the Gdańsk University of Technology, hereinafter referred to as the **"Contracting Authority"**

and

(in the case of a business entered in the National Court Register)

.....of street address:, entered in the Central Information of the National Court Register under KRS numberNIP (Tax ID):REGON no.:.....

represented by:

1.

.....

or (in the case of a business entered in the CEIDG Central Registration and Information on Business)

Full name, operating under the business name, of street address:, entered into the CEIDG Central Registration and Information on Business, NIP (Tax ID):, REGON no.: hereinafter referred to as the **"Contractor"**,

..... which was selected in the public procurement procedure conducted pursuant to Article 4d(1)(1), for a value below EUR 221,000 pursuant to the Act of 29 January 2004 - Public Procurement Law (i.e. Dz.U. of 2018 item 1986), hereinafter referred to as the PPL Act,

The Contractor declares that as of the date of conclusion of this contract, the information is consistent with the documents presented for its conclusion.

§ 1

The subject matter of the Contract

1. Under the terms and conditions specified in the Contract and appendices hereto, the contracting authority orders and the contractor undertakes to provide the contracting authority with a license for software (*enter the name*), hereinafter referred to as **"Software"**, in accordance with the contractor's offer of for the price referred to in § 3 of the Contract. The contractor undertakes to grant the contracting authority a licence for 2 workstations and 5 computational licences to use the Software in the manner described in the contract. The licence shall be granted for a period of 12 months.
2. Within the price referred to in § 3.1 of the Contract, the contracting authority shall be entitled to use the technical support offered by the contractor for a period of 12 months.
3. The parties shall be liable for the actions of the persons they employ for the performance of the Contract, in the same way as for their own actions or omissions.

§ 2

Handover of the software

1. The Software is made available by the contractor electronically (download) in the form of granting access to an account created for the license administrator in the database of the Software developer, which enables the Software and the license key to be downloaded, installed and activated on the contracting authority's computer.



2. The date of delivery of the Software shall be understood as the date of delivery of the data enabling the Software download from the license administrator's account, i.e. login and password, which shall be provided to the contracting authority **by 29.03.2019**.

3. The parties agree that the account details will be provided to the Software administratorby electronic means to the e-mail address

4. Software delivery shall be confirmed by the Parties by an appropriate acceptance report, hereinafter referred to as the **"Acceptance Report"**, subject to clause 5 below. A sample of the Acceptance Report is provided as Appendix 1 to the Contract. The contracting authority shall be required within seven days from the date of delivery of the Software, to install the Software by electronic means and to verify its compliance and correct operation.

5. In the event of technical problems with the installation of the Software, the contracting authority shall notify the contractor immediately, but no later than within seven days from the date of delivery of the Software. At the same time, the contractor undertakes to provide technical support at the contracting authority's registered office or at any other place agreed by the Parties in order to remove such problems or diagnose their causes within fourteen days from the date of notification of such problems.

6. The Contracting authority shall have the right to communicate reservations in accordance with the terms of the license granted for the Software subject to this Contract.

§ 3

Price

1. For the correct performance of the subject of the Contract, the parties set the price in the amount:

PLN net (say: PLN 00/100), increased by the VAT due, i.e. **PLN** gross (say: PLN 00/100), in accordance with the tender and price form constituting the bid of the contractor.

2. The remuneration referred to in clause 1 of this section shall be paid on the basis of an invoice issued by the contractor, within **21 days** from the date of receipt of a correctly issued invoice by the contracting authority to the bank account number of the contractor indicated in the invoice.

3. The basis for issuing the invoice referred to in clause 2 of this section shall be the Acceptance Report confirming the correct performance of the subject matter of the Contract, signed by both Parties. The date of payment shall be the date of debiting the account of the contracting authority.

4. The parties agree that the price referred to in clause 1 of this section takes into account the value added tax, excise duty and customs duties in force in Poland, unless as a result of the contracting authority's misrepresentation of the contractor or as a result of the contracting authority's concealment of some information, an additional obligation to pay the contractor's indicated obligations - in which case the contracting authority will be obliged to cover them.

§ 4

Penalties

1. The contractor shall pay the contracting authority a contractual penalty:

- a) for a delay in delivery of the subject matter of the contract, in accordance with §2(2) of the Contract, in the amount of PLN 100 for each day of delay,
- b) for a delay in the provision of technical support referred to in §1(2) of the Contract in the amount of PLN 100 for each day of delay.

2. The contracting authority shall be entitled to claim damages in excess of the contractual penalty amount, if the contractual penalty does not cover the entire damage suffered, as well as if the damage arises for another reason, in accordance with the rules specified in the Civil Code.

3. For withdrawal from the contract by any of the parties, the party which is the cause for withdrawal shall pay the other party a contractual penalty in the amount of 10% of the gross price specified in § 3(1) of the Contract, with the exception of the circumstances specified in Art. 145(1) of the PPL Act.

4. The contractor agrees to deduct the contractual penalty from the price due to the contractor.

5. In the event of withdrawal from the Contract or its termination, the contractor may demand remuneration only for the part of the Contract performed up to the date of termination of the Contract.



§ 5

Exchange of information and individuals responsible for the performance of the Contract

1. Any representation or correspondence addressed to either Party under or in connection with the Contract, which cannot be transmitted electronically to the other Party, shall be delivered by hand, post or courier service to the receiving Party at the address specified in the Contract or at the address specified in writing for the purpose of correspondence.
2. The individuals responsible for the performance of the Contract shall be:
 - a) on the part of the contractor:, tel./fax:, e-mail:
 - b) on the part of the contracting authority:, tel./fax:, e-mail:
3. The individuals appointed in clause 2 of this section are entitled to prepare and approve the Acceptance Report.
4. The persons referred to in clause 2 of this section are not entitled to amend either the Contract or the Appendices thereto without a separate authorisation. Either Party may notify the other Party in writing of any change regarding the individuals mentioned above or their details in the manner provided for notifications.
5. The personal details of the individuals covered by this Contract shall be made available by the Parties to each other for the purpose of implementing this Contract on the basis of Article 6(1)(b), (c) and (f) of the Regulation of the European Parliament and of the Council (EU) 2016/679 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.

§6

Final provisions

1. Any and all amendments and supplements to this Contract shall be made in writing under pain of nullity.
2. In matters not regulated by the provisions of this contract, the provisions of the Polish Civil Code shall apply (Dz. U. of 1964, no. 16, item 93, as amended), unless the provisions of the PPL Act provide otherwise, and any disputes between the parties shall be resolved in accordance with Polish law by the court competent for the seat of the contracting authority.
3. The contractor shall assume responsibility with regard to all claims that third parties may have against the contracting authority in connection with the use of third party rights, in particular copyrights, patents, utility models, ornamental designs, industrial designs or trademarks, if the normal use of the subject matter of the contract requires the use of these rights. In case the claims of third parties come to light, the contractor shall take all necessary steps and actions to protect the contracting authority against claims, losses, costs or other liabilities towards third parties. In the event of losses, costs, expenses or the need to satisfy claims of third parties for which the contracting authority is not responsible, the contractor shall be required to cover them or to reimburse them in full.
5. The contracting authority shall not allow the assignment of claims or the assignment of rights and obligations under this contract to third parties without its prior written consent.
6. The parties are bound by other terms and conditions included in the bid of and contract notice No. ZZ/254/009/D/19 of for the supply of software licences for the Gdańsk University of Technology, Faculty of Electronics, Telecommunications and Informatics.
7. The Appendices to this Contract shall form an integral part thereof.
8. This contract has been executed in two identical copies, one for each Party.

CONTRACTOR

CONTRACTING AUTHORITY

.....

.....



**POLITECHNIKA
GDAŃSKA**

WYDZIAŁ ELEKTRONIKI,
TELEKOMUNIKACJI I INFORMATYKI



Appendices to the Contract:

1. Acceptance Report
2. Contract notice
3. Contractor's bid



ACCEPTANCE REPORT

This Report was signed at [.....] on [.....], between the contracting authority
..... of, and the contractor
.....

Whereas, on the basis of contract no. [.....] concluded on [.....] by and
between the contracting authority and the contractor, hereinafter referred to as the "Contract", the contractor
undertook to deliver the subject matter of the contract, described in detail in § 1 of the Contract and in the
Appendices thereto, the Parties state the following:

1. On [.....], the Contractor provided the Software in accordance with the provisions of
the Contractor
2. This Report has been executed in 2 (say: two) identical copies, 1 (say: one) for the contractor and 1 (say: one)
for the contracting authority. The report has been accepted and approved by the Parties, represented by their
representatives (individuals responsible for the performance of the Contract) referred to in § 5(2) of the
Contract, as confirmed by their signatures.

Notes:

.....
.....

Representative of the contracting authority:

Representative of the contractor:

.....

.....