

Appendix No. 3 to the announcement of the award order no. ZZ/021/009/2023

**ARRANGEMENT  
ZZ/021/009/2023**

concluded on ..... 2023<sup>1</sup>

between:

Gdańsk University of Technology, Faculty of Electronics, Telecommunications and Information Technology with its registered office in 80-233 Gdańsk, ul. Narutowicza 11/12, NIP 584-020-35-93, REGON 000001620

represented by: ..... – Dean of the Faculty of Electronics, Telecommunications and Informatics, acting under the authorization of the Rector of the Gdańsk University of Technology, hereinafter referred to as the "ordering party"

REGON 000001620 of Technology, Faculty of Electronics, Telecommunications and Informatics, ul. Narutowicza 11/12, NIP 584-020-35-93, and

..... entered into ..... under the KRS number ..... NIP ..... REGON: ..... represented by:

..... – hereinafter referred to as the "contractor",

which was selected in a public procurement procedure conducted pursuant to Art. 2 section 1 point 1 of the Act of January 29, 2004 Public Procurement Law (i.e. Journal of Laws of 2022, item 1710, as amended), hereinafter referred to as the Public Procurement Law. The Contractor declares that as at the date of conclusion of this contract, the information is consistent with the documents presented on the occasion of its conclusion.

**§ 1**

**Subject of the contract**

1. Under the conditions set out in the Agreement and in the annexes to the Agreement, the ordering party commissions and the contractor undertakes to deliver COMSOL software for simulation with CFD and Electrochemistry modules, edition ....., hereinafter referred to as "Software", in accordance with the contractor's offer from on ..... in exchange for the price referred to in § 3 of the Agreement. The Contractor undertakes to grant the ordering party a license together with additional modules that extend the functionality of the basic software, for the use of the Software in the manner described in the contract.
2. Within the price referred to in § 3 of the Agreement, the Ordering Party will be entitled to download all updates to the program that will be released during its duration.
3. The Parties shall be liable for the actions of persons they employ in the performance of the Agreement as for their own actions or omissions.

**§ 2**

**Transfer of the Software**

1. The software is made available by the contractor electronically (download) in the form of granting access to the account created for the license administrator in the database of the Software manufacturer, which enables downloading the activation of the license and installing it on the ordering party's computer.
2. The date of transfer of the Software shall be understood as the date of transfer of data enabling the download of the Software from the license administrator's account, i.e. login and password, which will be delivered to the ordering party by..... calendar days from the date of signing the Agreement.
3. The parties agree that the account details will be delivered to the Software administrator by e-mail to the following e-mail address: .....

<sup>1</sup> The date of conclusion of the contract is the date of signing the contract by a person authorized by the Rector

4. The delivery of the software shall be confirmed by the Parties with an appropriate acceptance protocol, hereinafter referred to as the "Acceptance Protocol", subject to section 5 below. The template of the Acceptance Protocol is attached as Appendix 1 to the Agreement. The Ordering Party is obliged within seven days from the date to transfer the Software, to install the Software electronically and to verify its compliance and correct operation.
5. In the event of technical problems with the installation of the Software, the ordering party is obliged to immediately notify the contractor of this fact, but not later than within seven days from the date of transfer of the Software. At the same time, the contractor undertakes, within fourteen days from the date of reporting these problems, to provide technical support at the seat of the contracting authority or in another place agreed by the Parties in order to remove these problems or diagnose their causes.
6. The Ordering Party has the right to submit reservations in accordance with the terms of the license granted for the Software being the subject of the Agreement.

### § 3

#### Price

1. For the proper performance of the subject of the Agreement, the parties agree on the price in the amount of: ..... PLN (in words PLN.....) net, increased by the VAT due, i.e. .... (in words:.....) gross in accordance with the offer and price form constituting the contractor's offer .
2. The day of debiting the Ordering Party's account shall be considered the day of payment.  
The invoice should be issued for the following details:  
Gdańsk University of Technology Faculty of Electronics, Telecommunications and Informatics  
st. G. Narutowicza 11/12, 80-233 Gdańsk  
NIP 584-020-35-93
3. Each invoice, in addition to indicating the number of this contract, must also contain the PKWiU number.
4. The Contractor declares that invoices issued in paper form will not be issued in electronic form, and vice versa.
5. In the case of paper or electronic invoices, e.g. PDF (Portable Document Format), they may be sent by the contractor by e-mail to the address of the ordering party: [efaktury@pg.edu.pl](mailto:efaktury@pg.edu.pl).
6. The Contractor declares that invoices sent by e-mail will be sent from the following e-mail address:  
.....
7. The Contractor declares that he ensures the authenticity of origin, integrity of content and legibility of invoices sent electronically.
8. The Contractor is not obliged to send structured electronic invoices to the ordering party via the platform in accordance with the provisions of the Act of November 9, 2018. on electronic invoicing in public procurement, concessions for construction works or services and public-private partnership (consolidated text: Journal of Laws of 2020, item 1666, as amended).
9. Sending an invoice to an e-mail address other than the one indicated in section 6 of this paragraph, shall in no case constitute the delivery of an invoice in electronic form.
10. In the event of a change of the e-mail address referred to in par. 6 of this paragraph, the ordering party undertakes to notify the contractor in writing or by e-mail about the new e-mail address. The change does not require the preparation of an annex to the agreement.
11. Payment for the invoice will be made by bank transfer, within 21 days from the date of receipt by the ordering party of a properly issued invoice, from the ordering party's account to the Contractor's account indicated in the list of entities kept by the Head of the National Revenue Administration, referred to in art. 96b of the Value Added Tax Act (Journal of Laws of 2022, item 196).
12. If the Contractor delivers an incorrect invoice, in particular when the invoice does not contain the information required by the contract, the invoice shall be returned to the Contractor without posting and without the obligation to pay.

### § 4

#### Contractual penalties

1. The contractor will pay the contracting authority a contractual penalty:
  - a) for delay in delivery of the subject of the contract in the amount of 0.5% of the gross price specified in §3 section 1 of the contract for each day of delay, starting from the first day after the

- deadline for the performance of the subject of the contract specified in § 2 section 1 of this agreement up to and including the date of implementation;
- b) for delay in commencing performance of warranty obligations, in the amount of PLN 100 (in words: one hundred zlotys 00/100) for each day of delay, for each event.
  - c) for delay in performance of warranty obligations, in the amount of PLN 100 (say: one hundred zlotys 00/100) for each day of delay, for each event.
2. For withdrawal from the entire contract by any of the parties, the party responsible for the withdrawal shall pay the other party a contractual penalty in the amount of 10% of the gross contract price specified in § 3 section 1 of this agreement, excluding the circumstances specified in art. 456 sec. 1 point 1 of the Public Procurement Law.
  3. The total maximum amount of contractual penalties that may be claimed by the parties is 20% of the remuneration referred to in § 3 section 1 of the contract.
  4. In the event of damage exceeding the amount of contractual penalties, the ordering party has the right to claim supplementary compensation under the general rules of the Civil Code.
  5. Contractual penalties will be payable within 14 days from the date of issuing the debit note.
  6. The Contractor agrees to deduct the accrued contractual penalty from the price due to him.
  7. In the event of a delay in the implementation of the subject of the contract due to the SARS-CoV-2 virus pandemic, contractual penalties will not be charged. The Contractor will be obliged to substantiate this circumstance.

## § 5

### Exchange of information and persons responsible for the implementation of the Agreement

1. Any statements and correspondence addressed to any of the Parties under the Agreement or related to the Agreement, which cannot be delivered to the other Party in electronic form, should be delivered in person, sent by post or courier to the addressee Party to the address specified in the Agreement or to address indicated in writing for correspondence.
2. The persons responsible for the implementation of the Agreement will be:
  - a) on the part of the contractor:....., phone: ....., e-mail: .....
  - b) on the side of the ordering party: ....., tel....., e-mail: .....Persons indicated in sec. 2 of this paragraph, are entitled to draw up and accept the Acceptance Protocol.
- c) Persons indicated in par. 2 of this paragraph, do not have the right to amend both the Agreement and the Appendices to the Agreement without a separate authorization. Each Party may notify the other Party in writing of a change in the above persons or data in the manner provided for notifications.
- d) Personal data of persons indicated in this contract are made available by the parties to each other, in order to implement this contract, pursuant to art. 6 sec. 1 lit. b), c) and f) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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 regulation on data protection) (Journal of Laws of the EU. L. of 2016, no. 119, p. 1; amended Journal of Laws of the EU. L of 2018, No. 127, p. 2).

## §6

### Final Provisions

1. Any changes and additions to this agreement must be made in writing under pain of nullity.
2. The parties allow changes to the provisions of the contract in the following situations:
  - a) a) changes in the VAT rate - the contractor's remuneration may change in the event of a reduction or increase in the VAT rate as a result of changes in the applicable regulations. Payment will be made at the VAT rate applicable on the date of the invoice.
  - b) changes in the deadline - the deadlines for the performance of the subject of the contract set out in the contract may be changed in the event of force majeure. The parties agree on a new contractual date, but the amount of the change must be related to the reason that caused it.
3. Neither party shall be liable for the occurrence and effects of force majeure, by which the parties understand an event of an extraordinary nature, with extraordinary consequences, objectively impossible to predict, for which, due to the impact, effective defense measures could not be taken.
4. A party that is unable to perform the contract as a result of force majeure or for this reason cannot perform it properly is obliged to immediately notify the other party of the occurrence of force majeure, but not later than within 7 days of its occurrence, provided rigor of losing the right to refer to it fact. In the notification, the parties inform about the type of force majeure and its expected consequences for the contract. At the same time, the party affected by force majeure is obliged to take all possible acts

- of diligence that may be required of any professional economic participant in order to minimize the effects of force majeure, including in particular the effects on the further performance of this contract.
5. The parties provide that the occurrence of force majeure may be the basis for amending the contract with regard to the date of performance of the contract, including extending the date of its performance by the time of occurrence of force majeure and its effects.
  6. The parties provide that the occurrence of force majeure may be the basis for changing the manner of performance of the contract or changing the amount of remuneration, depending on the scope, type and effects of force majeure for these elements of the contract.
  7. In matters not covered by this agreement, the provisions of the Civil Code shall apply, unless the provisions of the Public Procurement Law provide otherwise, and other generally applicable provisions of law, in particular art. 15r of the Act of March 2, 2020. on special solutions related to the prevention, counteracting and combating COVID-19, other infectious diseases and crisis situations caused by them (Journal of Laws of 2021, item 2095, as amended).
  8. Personal data of persons indicated in this contract are made available by the parties to each other, in order to implement this contract, pursuant to art. 6 sec. 1 lit. b, c and f) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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.
  9. The Contractor assumes responsibility for any claims that third parties may raise against the contracting authority in connection with its use of rights belonging to third parties, in particular copyrights, patents, utility models, ornamental designs, industrial designs or trademarks, if the normal use of the subject of the contract requires the use of these rights. In the event of disclosure of claims by third parties, the contractor shall take all necessary actions and actions to protect the ordering party against claims, losses, costs or other types of liability towards third parties. In the event of losses, costs, expenses on the part of the ordering party or the need to satisfy claims of third parties for which the ordering party is not responsible, the contractor is obliged to cover them or return them in full.
  10. The Ordering Party does not allow the assignment of receivables or the transfer of rights and obligations under this Agreement to third parties or entities without its prior written consent.
  11. The parties are bound by other terms and conditions contained in the offer of .....2023. and the contract notice.
  12. By working days, the parties understand days from Monday to Friday, excluding Saturdays and public holidays.
  13. Changes and additions to this agreement require a written form.
  14. The appendices to the agreement constitute its integral part.
  15. This contract has been drawn up in 2 identical copies, 1 for each of the parties.

**THE CONTRACTOR**

**PURCHASER**

.....  
.....

Attachments to the contract:

1. Handover protocol
2. Contractor's offer

### ACCEPTANCE REPORT

This Protocol was signed in [...] on [...], between the contracting authority ..... with its registered office in ..... and the contractor .....

Whereas, pursuant to the contract No. [...] concluded on [...] between the contracting authority and the contractor, hereinafter referred to as the "Agreement", the contractor undertook to deliver the subject of the order, described in detail in § 1 of the Agreement and in the Annexes to the Agreement, the Parties state as follows:

1. On [...], the contractor delivered the Software in accordance with the provisions of the Agreement.
2. This protocol has been drawn up in 2 identical copies, 1 for the contractor and 1 for the ordering party. The Protocol was adopted and approved, which the Parties, represented by their representatives (persons responsible for the implementation of the Agreement), referred to in § 5 sec. 2 of the Agreement, they confirm by signing.

Remarks:

.....  
.....

Employer representative:

.....

Contractor representative:

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