**CONTRACT NO. …..**

Concluded in Kraków on ………………………. between:

hereinafter referred to as **the Commissioner**, the Tax Identification Number (NIP) …. ,

represented by:

…………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………. acting under ………………………………………………………………………………………………………………………………………… on the one hand,

and **Politechnika Krakowska im. Tadeusza Kościuszki w Krakowie (Cracow University of Technology)**

**31-155 Kraków, 24 Warszawska St.**,

hereinafter referred to as **the Contractor**, the Tax Identification Number (NIP) 675-000-62-57,

represented by:

the Head of the Department for Scientific Research – Anna Baś,

with the financial countersignature of the Bursar (the Chief Accountant) – Małgorzata Kurowska, MSc,

acting under the powers of attorney granted by the Rector, on the other hand.

Art. 1

1. The Commissioner commissions and the Contractor accepts to execute the commission no. …………………………….. of …….(date)………… to perform the following work: ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………..
2. The Contractor undertakes to perform the work referred to in point 1 no later than by ………………………….. and deliver it to the Commissioner in the following form: ………………………..
3. The division of work into stages subject to separate acceptance and settlement, together with the deadlines for their delivery, shall be specified in the work schedule (Appendix no. 1), which is an integral part of this contract.

Art. 2

1. The remuneration of the Contractor (the contractual price) for performing the work specified in Art. 1(1) is agreed to be the following: ………………………………………………….. **net, plus the due VAT** (in words: ……………………………………………………………………………………………………………,00/100) on the basis of the cost calculation (Appendix no. 2), which is an integral part of this contract.
2. The remuneration for the performed work shall be paid by a bank transfer from the Commissioner’s account at ……………………..……………………(bank)…………., account no. ……………………………………………………………., following the receipt of the VAT invoice issued by the Contractor on the basis of the delivery and acceptance report for the whole work or for a separate stage thereof, within 14 days of the invoice receipt date, to the Contractor’s account indicated in the Vat invoice.

The Commissioner represents that they authorise the Contractor to issue the invoice for the works stipulated in this contract without the signature of the Commissioner as the recipient.

Art. 3

1. The Contractor is entitled to introduce amendments and corrections to the work schedule, should they consider it advisable and practical, following a prior agreement with the Commissioner.
2. The Commissioner is entitled to review the progress of the commission execution and the obtained results at the Contractor’s. For this purpose, the Commissioner appoints ………………………….. as the consultant for the work and authorises him/her to monitor the progress of the work and to participate in the joint committee acceptance procedure thereof.
3. Should the work commencement be prevented or the work execution temporarily stopped as a result of the Commissioner’s failure to meet their obligations, the deadline for the work completion stipulated in Art. 1(2) shall be moved forward by the period of the delay in its commencement or the break in its execution.
4. If it transpires during the execution of the work that continuation thereof is impractical due to obtaining negative results or due to any other reason, the Contractor is entitled to stop the work with the obligation to inform the Commissioner immediately of this fact. The final decision in this matter shall be made by the Commissioner.
5. If the work execution has been discontinued upon the request of the Commissioner or both Parties have withdrawn from the contract thus discontinuing the work pursuant to point 4, the Commissioner is obliged to pay the remuneration due for the performed work in the amount corresponding to the actual advancement thereof.
6. Obtaining negative results of the work performed in compliance with the contract does not release the Commissioner from obligation to pay for the said work.

Art. 4

1. The Contractor is obliged to notify the Commissioner in writing (it is acceptable to use e-mail or fax) of completion of each stage of the work and the execution of the whole commission.
2. The Commissioner is obliged to perform a joint committee acceptance procedure of the work, with the participation of the authorised representatives of both Parties, within the time limit of 21 days of the date of notification (referred to in point 1).
3. Should the Commissioner fail to perform the acceptance procedure within the time limit stipulated in point 2, the Contractor shall be authorised to prepare a one-sided acceptance report, which shall constitute the grounds for issuing the VAT invoice.
4. The findings made during the joint committee work acceptance procedure should be included in the delivery and acceptance report, which constitutes the grounds for making the financial settlement. In particular, the findings should refer to the following:
   1. the assessment of compliance of the performed work with the provisions of the contract,
   2. potential necessity to make corrections and supplements.

Art. 5

1. The Contractor is obliged to pay the Commissioner a contractual penalty:
   1. for withdrawing from the contract by their fault, in the amount of 10% of the contractual payment;
   2. for a delay in execution of the subject of the contract, in the amount of 0.1% of the contractual payment for each day of the delay;
   3. for a delay in removing faults found at acceptance, in the amount of 0.1% of the contractual payment for each day of the delay, calculated from the expiry of the time limit stipulated for removing the faults.
2. The Commissioner is obliged to pay the Contractor a contractual penalty:
   1. for withdrawing from the contract by their fault, in the amount of 10% of the contractual payment;
   2. for a delay in delivery by the Commissioner of the data necessary to commence the work, in the amount of 0.1% of the contractual payment for each day of the delay;
   3. for causing a delay or interruption of the execution of the work by the Commissioner, in the amount of 0.1% of the contractual payment for each day of the delay;
   4. for failing to perform the joint committee work acceptance procedure within the time limit of 21 days of the date of notification (referred to in Art. 4(1)), in the amount of 0.1% of the contractual payment for each day of the delay.

The total sum of contractual penalties due to the Parties entitled thereto may not exceed 20% of the contractual price.

Art. 6

1. All amendments and supplements to the content of this contract (including the provisions stipulated in Art.3(1)) may only be made in the form of annexes signed by both Parties.
2. Any possible disputes arising from the execution of this contract which the Parties will fail to resolve by way of mutual agreement shall be settled under the jurisdiction of the competent court.
3. The Parties represent that:
   1. they are familiar with and observe the provisions on personal data protection, and in particular, that as of the day of the Regulation (EU) 2016/679 of the European Parliament and of the Council of the 27th April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data coming into force and repealing the 95/46/EC Directive (EU OJ L 2016.119.1), hereinafter “RODO,” i.e. that as of the 25th May 2018, they have implemented the adequate technical and organizational measures to ensure that the personal data processing complies with the requirements of the RODO and protects the rights and freedoms of persons to whom the data refer;
   2. in particular, they meet the notification obligation with reference to the entitled persons, deriving from Art. 13 of the RODO and, where necessary, they obtain the consent of natural persons, pursuant to Art. 6(1)(a) of the RODO.

Art. 7

1. All matters resulting from the conclusion of this contract which have not been regulated therein shall be settled pursuant to the provisions of:
   1. the Act of the 20th July 2018 – Law on Higher Education and Science (J. of L. 2018 item 1668);
   2. the Civil Code.
2. The contract has been drafted in two identical copies, one copy for the Commissioner and the other copy for the Contractor.
3. Additional contractual provisions:

**COMMISSIONER: CONTRACTOR:**