



**CONTRACT NO .....  
TO CONDUCT WORKSHOPS AND PREPARE A REPORT**

concluded on ..... 2021 in Gdańsk, by and between:  
Gdańsk University of Technology, with its registered office in Gdańsk at ul. G. Narutowicza 11/12, NIP 584-020-35-93, hereinafter referred to as: the Ordering Party,  
represented by: .....  
and  
....., With its headquarters in ....., ..... ..  
hereinafter referred to as the Contractor,  
represented by: ..... - .....

*As a result of selecting the Contractor's offer as the most advantageous one after conducting the public procurement procedure under the name: "Conducting a series of professional workshops related to university consolidation initiatives and building international recognition based on the analysis of the provided data" under the project entitled: "Supporting university consolidation processes" co-financed by the European Social Fund under the Knowledge Education Development Operational Program, implemented by Gdańsk University of Technology on the basis of the grant Contract No. MEiN / 2021/28 / DIR / KON. " in a manner which does not apply to the provisions of the Act of 11 September 2019, Public Procurement Law, the following Contract was signed:*

**§ 1. The Subject Matter of the Contract and declarations of the Parties**

1. The Ordering Party orders, and the Contractor accepts the contract, the subject matter of which is the preparation and conducting of a series of professional workshops related to university consolidation initiatives and building international recognition based on the analysis of the provided data "under the project entitled:" Supporting university consolidation processes "co-financed from the European Social Fund under the Knowledge Education Development Operational Program, implemented by Gdańsk University of Technology on the basis of the grant Contract No. MEiN / 2021/28 / DIR / KON, as well as the preparation of a summary report.
2. A detailed description of the subject matter of the contract is included in Annexe 1 to the Contract - Description of the Subject Matter of the Contract (DSC).
3. The Contractor acknowledges that the workshops will be conducted as part of activities related to the analysis of the consolidation potential of three Pomeranian universities - Gdańsk University of Technology, University of Gdańsk and Medical University of Gdańsk. The Contractor undertakes to conduct the workshops in a way that will allow for the best results in the form of valuable materials for the Ordering Party in terms of further consolidation activities referred to in the first sentence, as well as bearing in mind that the purpose of the contract is to develop guidelines for future changes , that the developed scenarios are to be used to engage university leaders and the community in the change process.
4. During the workshop, the Contractor is obliged to take into account in particular such issues as: UN Sustainable Development Goals (SDG) and the consolidation of universities; Case studies of consolidation of other universities; Directions where the



academic world is currently heading; International recognition of universities on the basis of the above-mentioned indicators.

5. The Contractor undertakes to carry out the Subject Matter of the Contract in accordance with applicable law and applicable standards. When carrying out the Subject Matter of the Contract, the Contractor undertakes to apply the highest professional standards and principles of professional ethics.
6. The Contractor declares that the subject of the contract has been presented to them by the Ordering Party in an unambiguous and exhaustive manner, taking into account its scope by means of sufficiently precise and understandable terms, and when submitting the offer, the Contractor took into account all the requirements and circumstances that may affect its submission.
7. The Contractor declares that they have all the qualifications required by law and appropriate experience, equipment and human resources, allowing them to perform the contract in a manner consistent with the requirements of the Ordering Party.
8. The Ordering Party undertakes to cooperate with the Contractor on an ongoing basis during the performance of the contract and to provide them with the necessary support for the proper and timely performance of the contract.

**§ 2. Communication between the Parties. The team of the Contractor and the Ordering Party**

1. During the performance of the contract, the parties will contact via e-mail (working issues) and in writing (contractual issues).
2. Throughout the term of the contract, the parties are obliged to ensure contact only with persons who have comprehensive knowledge of the Subject Matter of the Contract.
3. As of the date of signing this contract, the following persons are responsible for contacts, managing the implementation and cooperation in the performance of the contract:
  - a. on the part of the Contractor:  
....., e-mail: ..... , tel. ....  
.....
  - b. on the part of the Ordering Party:  
....., E-mail: ..... , tel. ....  
.....
4. The Parties undertake to inform each other about the change of persons referred to in sec. 3, however, the change of these persons does not require an amendment to the contract, but only to notify the other party electronically.

**§ 3. Dates of the Contract performance**

1. Immediately after signing the contract, the Ordering Party shall provide the Contractor with the information and documents indicated in the DSC, enabling the analysis and preparation of the framework of the workshops and then the conducting of the workshops.
2. The Contractor will perform the Subject Matter of the Contract on the following dates:



- a) Conducting workshops - on a date previously agreed with the Ordering Party, which the parties initially agree for the period between 20 and 30 September 2021, but no later than by 31 October 2021
- b) Preparation and submission of a summary report - within 10 days from the end of the workshops referred to in sec. 2a) of this section of the contract.

#### **§ 4. The Contractor's remuneration**

1. The Contractor's total remuneration for the performance of the Subject Matter of the Contract is PLN ..... .. (say: ..... ..) gross.
2. If the performance of the service involves a tax liability in the field of VAT, the remuneration will be increased with tax at a rate consistent with the applicable law.
3. The remuneration referred to in sec. 1 includes all the Contractor's costs related to the performance of the Subject Matter of the Contract.
4. The remuneration for the performance of the Subject Matter of the Contract shall be payable within 30 days of the delivery of a correctly issued invoice for the performance of the entire Subject Matter of the Contract, by bank transfer to the Contractor's bank account indicated on the invoice.
5. The basis for issuing an invoice, subject to other provisions of the Contract, will be the Acceptance Protocol of the Subject Matter of the Contract signed by the Ordering Party and the Contractor without the Ordering Party's comments regarding the quality and completeness of the Subject Matter of the Contract, subject to other provisions of the contract. An invoice issued contrary to the provisions of the contract shall be returned without being entered in the books.

#### **§ 5. Rules of conduct in the event of delay. Contractual penalties**

1. The Ordering Party may require the Contractor to pay the following contractual penalties:
  - a. for delay in the execution and submission of a summary report in accordance with the requirements of the Ordering Party - in the amount of 0.5% of the total net remuneration of the Contractor for the performance of the complete Subject Matter of the Contract - for each day of delay,
  - b. for termination of the Contract without notice by the Ordering Party for reasons attributable to the Contractor, as referred to in § 6 subsection 1 of the Contract - 20% of the Contractor's total net remuneration for the performance of the complete Subject Matter of the contract.
2. The Ordering Party has the right to deduct the charged contractual penalty from the Contractor's remuneration.
3. Claiming damages in excess of the amount of the contractual penalty is allowed up to the amount of the damage suffered.
4. The Parties agree that the maximum amount of the contractual penalties referred to in subsection 1 of this paragraph of the Contract may not exceed 20% of the Contractor's total gross remuneration for the performance of the complete Subject Matter of the contract.



### **§ 6. Termination of the contract without prior notice**

1. The Ordering Party may terminate the contract without prior notice if:
  - a. The Contractor shall not conduct any of the workshops within the period agreed with the Ordering Party, after prior appointment of an additional, not shorter than 3-day time, limit for conducting the workshops
  - b. The Contractor is delayed in submitting the summary report for more than 7 days,
  - c. The Contractor in a way other than the above-mentioned grossly neglects their contractual obligations, after prior appointment of an additional, not shorter than a 3-day time, period for remedying the deficiencies found, subject to the rigor of termination of the contract without notice in the event of failure to remedy these deficiencies.

### **§ 7. Receipt of the Subject Matter of the Contract**

1. After the Contractor conducts all the workshops and after the preparation and submission of a Summary Report, the Ordering Party will verify the provided service in terms of correctness of performance, compliance with the Contract and the Ordering Party's requirements.
2. After the verification, the Ordering Party shall provide the Contractor with comments via e-mail and call on the Contractor to take them into account, including, if necessary, by conducting the workshops again or supplementing or changing the content of the report. The deadline for the Contractor to take into account the comments is 7 days from the submission of comments. If, due to the amount of work necessary to take the comments into account, a longer time is required to take them into account, the Contractor is obliged to request an extension of the deadline for taking into account the comments. The Ordering Party's consent is required each time to extend the deadline referred to in the preceding sentence.
3. In the absence of any further comments from the Ordering Party regarding the provided service, including the Summary Report, the parties sign the Subject Matter Acceptance Protocol, which is the basis for issuing an invoice for the performance of the entire contract.

### **§ 8. Document ownership and copyrights**

1. All elements constituting the documentation prepared under the contract by the Contractor, in particular such as materials for workshops, or a report and its elements, will be the property of the Ordering Party upon their release to the Ordering Party, and all proprietary copyrights to this documentation as a work are transferred on the Ordering Party in the fields of exploitation specified in the content of this paragraph upon the handing over of the works (copies) to the Ordering Party, as part of the remuneration for the performance of this Contract.
2. The Contractor authorizes the Ordering Party to make changes to the work (s) at the discretion of the Ordering Party, maintaining the designation of the original work as being prepared by the Contractor.
3. The Ordering Party also has the right to use and dispose of fragments of the documentation in the fields of use listed in this paragraph.
4. The Contractor shall submit to the Ordering Party, signed by the authors of the works, an irrevocable and unconditional authorization for the Ordering Party to perform on



behalf of the author (s) of the work (s) – his/her (their) moral rights, and in particular to: decide on the inviolability of the content and the form of the work, deciding on the first release of the work to the public, deciding on supervision over the use of the work and the exercise of other moral rights.

5. Whenever this Contract refers to the fields of use, it is understood as the Ordering Party's right to:

- a. use, copy, record, distribute, in particular in the Ordering Party's network,
- b. use of the work by the Ordering Party without restrictions,
- c. permanent and temporary recording and reproduction of the work in whole or in part by any means and in any form and technique,
- d. translation, adaptation, modification, layout change or any other changes to the work,
- e. trading in the original or copies on which the work was recorded, placing on the market, lending for use, renting, leasing,
- f. publication by any technique, including written, electronic, internet, electronic and visual,
- g. development and improvement of the work, as well as the creation and dissemination of derivative works,
- h. translation of the work into other languages and its adaptation for the needs of the Ordering Party,
- i. public performance, exhibition, display, playback, broadcasting and rebroadcasting, as well as making the work available to the public in such a way that everyone can have access to it at a place and time chosen by them, including on the Internet,
- j. entering into computer memory and to the computer and multimedia network.

### **§ 9. Personal data**

1. Pursuant to Art. 13 subsections 1 and 2 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 96/46 / EC (general regulation on the protection of personal data) (Journal of Laws UE L 119 of 04.05.2016, page 1), hereinafter referred to as the GDPR), the Ordering Party informs that:

- 1) the administrator of the personal data provided by the Contractor is Gdańsk University of Technology, with its registered office at ul. Narutowicza 11/12, 80-233 Gdańsk
- 2) in matters related to personal data, please contact the Data Protection Officer, tel. +48 058 348 66 29, e-mail: iod@pg.edu.pl
- 3) personal data provided by the Contractor will be processed on the basis of Art. 6 sec. 1c GDPR in order to conduct the public procurement procedure in question and conclude the contract, and the legal basis for their processing is the legal obligation to apply formalized public procurement procedures incumbent on the Ordering Party;
- 4) the recipients of the personal data provided by the Contractor will be persons or entities to whom the documentation of the procedure will be made available, which uses the value of openness and public access;
- 5) personal data will be stored for a period of 4 years from the date of completion of the contract award procedure, and if the duration of the contract exceeds 4 years, the storage period covers the entire duration of the contract;



- 6) the obligation for the Contractor to provide personal data directly of the Contractor or its staff regarding the participation in the public procurement procedure;
- 7) in relation to the above-mentioned personal data, decisions will not be made in an automated manner, pursuant to Art. 22 GDPR;
- 8) The Contractor has the right to:
  - a) pursuant to Art. 15 of the GDPR, the right to access the Contractor's personal data;
  - b) pursuant to Art. 16 GDPR, the right to rectify or supplement personal data, while the exercise of the right to rectify or supplement may not result in a change of the result of the public procurement procedure or the provisions of the Contract, and may not violate the integrity of the procurement procedure documentation;
  - c) pursuant to Art. 18 GDPR, the right to request the administrator to limit the processing of personal data, subject to the cases referred to in Art. 18 subsection 2 GDPR, but the right to restriction of processing does not apply to storage, to ensure the use of legal remedies or to protect the rights of another natural or legal person, or for reasons of important public interest of the European Union or a Member State, and does not limit the processing of personal data until the end of the contract award procedure
  - d) the right to lodge a complaint to the President of the Personal Data Protection Office, when the Contractor considers that the processing of the Contractor's personal data violates the provisions of the GDPR;
- 9) At the same time, the Contractor is not entitled to:
  - a) in connection with Art. 17 subsections 3b, d or e GDPR, the right to delete personal data
  - b) the right to transfer personal data referred to in Art. 20 GDPR;
  - c) pursuant to Art. 21 GDPR, the right to object to the processing of personal data, as the legal basis for the processing of personal data is Art. 6 subsection 1c GDPR;

#### **§ 10. Final provisions**

1. In matters not covered by the Contract, the provisions of the Civil Code shall apply. Only Polish law applies to the contract.
2. Any changes to the Contract must be made in writing under pain of nullity.
3. Any disputes arising from the implementation of this Contract will be resolved through amicable negotiations, and only after such a possibility has been exhausted - in court, and this provision does not constitute an arbitration clause. If the amicable negotiations are ineffective, the parties will refer the case to a common court, the only court having jurisdiction will be the common court competent for the seat of the Ordering Party. Before the dispute is brought to court, the parties may use the services of a mediator.
4. The assignment of the Contractor's claims and rights under the contract and the offsetting of the Contractor's claims against the Ordering Party's claim or another entity, including the subcontractor, requires the Ordering Party's written consent, otherwise null and void.
5. This Contract has been drawn up in Polish and English. Each party receives one copy of the contract in both languages. In the event of a contradiction between the individual provisions of the contract in Polish and their translation into English, the Polish language version shall be binding on the parties.



6. The contract contains Annexes which constitute its integral part. In the event of a conflict between the content of the Annexe and the provisions of the Contract, the Contract shall apply.

**LIST OF ANNEXES:**

- 1) Description of the Subject Matter of the Contract
- 2) Contractor's offer

**ORDERING PARTY**

**CONTRACTOR**