**Attachment No. 6 to the Terms of Reference**

**Contracting Entity:**

Instytut Wysokich Ciśnień Polskiej Akademii Nauk (Institute of High Pressure Physics of the Polish Academy of Sciences),

ul. Sokołowska 29/37,

01-142 Warszawa

**Case no. ZP-292 /10/2025**

**Procedure:** Delivery of equipment for measuring the Hall effect as a function of temperature in direct current and alternating current modes

**Projected contractual provisions**

**AGREEMENT NO. ZP-292 /10/2025**

***concluded in Warsaw on …………….***

*(where the agreement is signed in electronic form, the date of the last signature is deemed to be the date of agreement conclusion)*

by and between:

**INSTYTUT WYSOKICH CIŚNIEŃ POLSKIEJ AKADEMII NAUK (INSTITUTE OF HIGH PRESSURE PHYSICS OF THE POLISH ACADEMY OF SCIENCES)**

UL. SOKOŁOWSKA 29/37

01-142 WARSZAWA,

hereinafter referred to as "**THE CONTRACTING ENTITY**", represented by:

prof. dr hab. Michał Boćkowski - Head of the Institute

The Contracting Entity is a VAT payer and holds:

NIP (tax identification number): PL 527 24 45 658,

REGON (statistical number): 015825134,

and is entered in the Register of Scientific Institutes of the Polish Academy of Sciences No.: RIN – III – 62/04;

and **.....................................**

.........................................

.........................................

REGON (statistical number): ............................,

NIP (tax identification number): ...................................,

hereinafter referred to as the "**CONTRACTOR**", represented by:

1. .......................................................

2. .......................................................

**Source of contract funding:**

Non-refundable support from the development plan as part of the investment:

A2.4.1 Investment in the development of research capacity

NATIONAL RECOVERY AND RESILIENCE PLAN

Number of the agreement to support the project: KPOD.01.18-IW.03-0005/23

**Definitions:**

1. For the purposes of this Agreement, the following terms, whether used in singular or in plural, will have the meanings defined below:
2. **Confidential Information** - any and all information in any form or communication method disclosed by a Party to the other Party in relation to the Project in the course of its implementation, which has been clearly marked as "confidential" at the time of disclosure or has been orally deemed confidential at the time of disclosure and has been confirmed and indicated in writing no later than within 15 calendar days of the oral disclosure as confidential information by the disclosing Party.
3. **Contractor or Supplier** - it should be understood as the Contractor with whom this Agreement has been concluded.
4. **Subcontracting agreement** - it should be understood as a paid agreement signed in writing, which concerns supplies or services constituting a part of the Subject Matter of the Agreement, concluded by and between the Contractor selected by the Contracting Entity and another entity (subcontractor).
5. **Defect** - a physical or legal defect within the meaning of the Polish Civil Code and any quantitative or qualitative non-conformity of the goods with legal provisions, relevant standards, any provisions or obligations defined in the Agreement, description of the goods or samples of the goods supplied by the Contractor, accepted credentials, catalogues, specifications, designs, as well as representations and warranties of the manufacturer or of the Contractor.
6. **Force Majeure** - an extraordinary event or circumstance beyond the control of the Contractor or the Contracting Entity, the occurrence of which could not have been prevented by the Contractor or the Contracting Entity acting reasonably, which, if it occurs, the Contractor or the Contracting Entity acting reasonably could not have avoided or overcome, and which cannot generally be attributed to the Contractor or the Contracting Entity.
7. Where other terms (concepts) used in the Agreement have statutory definitions or are used in an act of law with a specific meaning, they will be construed for the purposes of this Agreement as in those acts of law, unless the Agreement stipulates otherwise.
8. The provisions of the Agreement are construed in accordance with the Polish law.

The procedure is conducted in Polish and in English. Any and all declarations, notifications and the agreement will be drawn up in Polish and English. In case of discrepancies between the two language versions, the Polish language version will prevail.

1. If the Contractor is a Consortium, then the Contractors forming the Consortium are jointly and severally liable to the Contracting Entity for the performance of the Agreement.
2. Contractors forming a Consortium are obliged to remain in the Consortium throughout the term of the Agreement and the term of guarantee as well as the term of warranty for defects.
3. In the event that the Consortium agreement is terminated prior to the expiry of the guarantee term or term of warranty for defects, the Contracting Entity is entitled to require the performance of the entire Subject Matter of the Agreement or a part thereof or the obligations under the guarantee or warranty for defects from all, some or one of the Contractors forming the Consortium.

**§ 1**

**Subject Matter of the Agreement**

1. The Contracting Entity commissions and the Contractor accepts:

Delivery of equipment for measuring the Hall effect as a function of temperature in direct current and alternating current modes

1. A detailed description of the Subject Matter of the Agreement is given in **Attachment 1** to the Agreement ("**Subject Matter of the Agreement**").
2. The Parties agree that the Subject Matter of the Agreement also includes, in particular:
3. The sale, delivery, unloading and installation of the Subject of the Agreement by the Contractor's own transport, at its own expense and risk, to the registered office of the Contracting Entity - Institute of High Pressure Physics of the Polish Academy of Sciences Stanisławów Pierwszy, ul Strużańska 8.
4. Transport insurance,
5. VAT - if applicable, in the case of a foreign Contractor, VAT is paid by the Contracting Entity,
6. Duty - if applicable, in the case of a foreign Contractor, the Duty is paid by the Contracting Entity,
7. Excise duty (if applicable)
8. Issuance of a guarantee document, (if applicable)
9. Issuance of other necessary documents, i.e.: user manuals, manufacturer's documentation, maintenance rules (if applicable)

- and all other costs not mentioned above necessary for the performance of the Agreement.

1. The Contractor declares that it has the competence and experience necessary for the proper performance of the Agreement.
2. At the Contracting Entity request, the Contractor will be obliged to provide information, clarifications or documentation related to the Subject Matter of the Agreement, within no more than 3 days, in particular technical documentation.
3. At the stage of Agreement performance, the Contractor will allow verification of the supplied Subject Matter of the Agreement.
4. The supplied Subject Matter of the Agreement must be in conformity with the Contractor's bid (attached as **Attachment 2** to the Agreement).
5. The Contractor guarantees that the Subject Matter of the Agreement:
6. is its sole property and no obligations exist as a result of which the Contractor would not be entitled to sell the Subject Matter of the Agreement or would be obliged to sell the Subject Matter of the Agreement to any entities other than the Contracting Entity;
7. is brand new, complete, free of any defects, and it meets all standards and parameters defined by Polish and European Union law in this respect; in particular, the sale of the Subject Matter of the Agreement to the Contracting Entity does not constitute a breach of any law or regulation, including any infringement of third-party rights, in particular of copyright to the Software;
8. does not require the purchase of any additional components or accessories for its correct use.

**§ 2**

**Remuneration**

1. The Contractor's remuneration for the performance of the Agreement is ................................. **gross** (in words: ................................ gross), including ................................ net plus due VAT in the amount of ................................. ("**Remuneration**")

(in the case of a foreign Contractor, VAT is paid by the Contracting Entity).

1. Payment will be made by bank transfer to the Contractor's bank account number:

**……………………………………………………..**

1. The remuneration specified in item 1 is a lump sum and it includes in particular:
2. the value of the Subject Matter of the Agreement;
3. the costs of transport to the place indicated by the Contracting Entity together with relevant transport insurance;
4. the costs of customs duties; (if applicable, in the case of a foreign Contractor, the Duty is paid by the Contracting Entity)
5. insurance costs;

VAT and any other costs that the Contractor may incur in connection with the performance of this Agreement (in the case of a foreign Contractor, VAT is paid by the Contracting Entity).

**§ 3**

**Terms of Payment**

1. The Contracting Entity undertakes to pay the Contractor the gross Remuneration constituting the price given in §2(1) for the proper performance of the Subject Matter of the Agreement by means of a transfer, on the basis of a correctly issued invoice, to the bank account indicated in the invoice.
2. The basis for payment of the invoice will be the acceptance protocol of the Subject of the Agreement signed without reservations by the Ordering Party ("Acceptance Protocol"). The template of the Acceptance Report is attached as **Attachment 3** to the Agreement.
3. The Contractor will issue an invoice with the same specification of the assortment on the invoice as on the submitted bid form.
4. Payment to the Contractor's account will be made as follows:
   * 1. in one tranche:
        1. 100% of the gross contract value, after the delivery of the Subject Matter of the Agreement and after the technical acceptance, payable by bank transfer within 30 days on the basis of an original correctly issued invoice;
5. Any and all cash transactions will be paid by the Contracting Entity by bank transfer at the Contractor's choice whether on the basis of an original correctly issued invoice delivered to the Contracting Entity or on the basis of a structured electronic invoice sent to the Contracting Entity via its platform in accordance with Article 4 of the Act on Electronic Invoicing in Public Procurement, Licences for Construction Works or Services and Public-Private Partnership of 9 November 2018 (Journal of Laws of 2018, item 2191).
6. The date when the funds have been credited to the Contracting Entity’s bank account is deemed to be the date of payment.
7. Claims hereunder may not be assigned to third parties without the consent of the Contracting Entity.
8. The price given above includes the total cost of the performance of the Agreement, covering all costs associated with the performance of the Agreement, including the complete performance of the Subject Matter of the Agreement, taking into account all terms and conditions of the description of the subject matter of the agreement and the bid, including the costs necessary for its performance taking into account all public charges (fees, duties and taxes, including VAT).
9. The Contractor's bank account is included in the list of VAT payers(if applicable).

**§ 4**

**Completion Date**

1. The Contractor undertakes to supply the Subject Matter of the Agreement to the place indicated in §1(3)(1) of the Agreement by ................
2. The Acceptance Report will be signed no later than within 7 days after technical acceptance and handing over the documents indicated in §1(3)(6)and(7).
3. The report will be drawn up in two counterparts and signed by authorised persons on the part of the Contractor and the Contracting Entity.

**§ 5**

**Supply Terms**

1. The goods are to be packed in a way that protects them from damage, the type and quantity of goods are to be indicated on the packaging.
2. The Contractor will be liable for damage to or loss of the goods until the signing of the Acceptance Report by the Parties.
3. The Contractor is obliged to deliver the goods at its own expense and risk to the place indicated in §1(3)(1) of the Agreement.

**§ 6**

**Warranty for Defects and Guarantee**

1. The Contractor is liable to the Contracting Entity under a guarantee and warranty for defects in the Subject Matter of the Agreement for a period of .................. (in accordance with the Contractor's bid) from the date of signing of the Acceptance Report by the Parties upon the principles specified in the Polish Civil Code.
2. If defects are found in the goods, the goods will be returned to the Contractor under warranty or guarantee (at the Contracting Entity's choice).
3. Any and all repairs will be carried out at the Contractor's expense by the Contractor or another authorised entity appointed by the Contractor. Any repair under guarantee must not take longer than **60 days**. The repair needs to be commenced within a maximum of **14 days** from the date of being reported by the Contracting Entity (on business days, i.e. from Monday to Friday).
4. The Contractor may supply replacement goods to the Contracting Entity, with the parameters no worse than those of the goods that require repair and meeting the requirements of the description of the subject matter of the agreement.
5. The repair will be confirmed by a repair report signed by both parties.
6. Irrespective of other provisions of the Agreement, the Contractor will redress damage caused to the Contracting Entity arisen from defects in the supplied goods or false representations or warranties.
7. The guarantee term does not include the period during which a complaint is processed (i.e. the period from the date on which the defect is reported to the date on which the repair report is signed by the parties).
8. During the guarantee term, the Contractor is obliged to replace the goods with new ones after three guarantee repairs of the same goods in case of further malfunction of the goods. The procedure described in this section does not apply to damage caused by a user.
9. The Contractor guarantees access to spare parts, consumables and accessories for at least **5 years** after delivery and installation.

**§ 7**

**Contractual Penalties**

1. The Contractor will pay contractual penalties:
   1. for delay in the supply of the Subject Matter of the Agreement as compared to the deadline specified in §4(1) - in the amount of 0.25% of the net remuneration specified in §2(1) of the Agreement for each commenced day of delay;
   2. for failure to provide on the day of signing the Acceptance Report any of the documents mentioned in §1(3)(6) and §1(3)(7) of the Agreement - in the amount of 0.2% of the net remuneration specified in §2(1)of the Agreement, for each commenced day of delay;
   3. for untimely removal of defects in the goods constituting the Subject Matter of the Agreement within the guarantee or warranty term - in the amount of 0.1% of the net remuneration specified in §2(1) of the Agreement, for each commenced day of delay;
   4. in the event of withdrawal from the Agreement or termination of the Agreement by either Party for reasons attributable to the Contractor - in the amount of 10% of the net remuneration specified in §2(1) of the Agreement.
2. The Contracting Entity is entitled to claim supplementary damages on the general principles specified in the Polish Civil Code when the value of the contractual penalties is lower than the value of the damage caused. The Contractor is not be liable for indirect damages such as lost profits and gains.
3. The limit of contractual penalties that the Contracting Entity may demand from the Contractor on all grounds provided for in section 1 is 20% of the net remuneration referred to in §2(1) of the Agreement.
4. The contractual penalty due under the Agreement will be paid by the Contractor within 14 days from the date of the Contracting Entity's request for payment. The contractual penalty may also be deducted from the Contractor's remuneration, including remuneration not yet due and payable.
5. The charging or payment of a contractual penalty by the Contractor will not relieve the Contractor of the performance of its obligations under this Agreement.
6. If the Contractor refuses to eliminate a defect arising during the warranty or guarantee term, the Contracting Entity is entitled to eliminate the defect on its own. The Contractor will bear the cost of eliminating the defect. The foregoing is without prejudice to the Contracting Entity's right to impose a contractual penalty on the Contractor in accordance with section 1.

**§ 8**

**Withdrawal from the Agreement and Termination of the Agreement**

1. The Contracting Entity may withdraw from the Agreement in the event of a material change of circumstances resulting in the performance of the Agreement not being in the public interest, which could not have been predicted at the time of conclusion hereof, or if continued performance of the Agreement may pose a danger to a vital interest of state security or public security. Withdrawal is possible within 30 days of finding out about the above circumstances. In such a case, the Contractor may claim only the remuneration due to it for the completed part of the Agreement.
2. The Contracting Entity is entitled to terminate the Agreement with immediate effect if:
   1. The Contractor fails to perform the Agreement or performs it improperly and, despite a written request to commence performance or proper performance of the Agreement within a specified period of 7 days fails to comply with the request of the Contracting Entity.
   2. The Contractor has assigned the Agreement or a part thereof.
3. Termination of the Agreement or withdrawal from the Agreement does not affect the rights and obligations of the Parties under the Agreement arisen prior to termination or withdrawal.

**§ 9**

**Subcontractors**

1. The Contractor is entitled, under the terms and conditions set out in this section, to:
2. entrust the performance of a part of the Subject Matter of the Agreement to a subcontractor/to subcontractors in accordance with the Contractor's bid;
3. resign from the performance of a part of the Subject Matter of the Agreement by its subcontractor(s).
4. The Contractor bears full liability for the acts and omissions of subcontractors as well as for its own acts or omissions.

**§ 10**

**Communication**

1. The exchange of correspondence on current matters will be carried out via e-mail by the Representatives referred to in item 2 below unless written form is required in accordance with the provisions of the Agreement.
2. Correspondence should be sent to the indicated addresses:

Correspondence sent to the Contracting Entity:

……@………………

Correspondence sent to the Contractor:

……@………………

1. A change of the data given in item 2 above does not constitute an amendment to the Agreement and requires only written notification to the other Party.

**§ 11**

**Amendments**

1. The Agreement may only be amended in writing by agreement of the Parties or otherwise amendments will be null and void.
2. A material amendment to the concluded Agreement requires a new procedure to be conducted.
3. The Contracting Entity envisages the following amendments to the Agreement:
4. change of the deadline for Agreement performance - it is possible in the event of Force Majeure preventing the performance of the Subject Matter of the Agreement in accordance with its terms.
5. a change of the VAT rate with a corresponding change of the Remuneration - a change of the gross remuneration in the event of a change in VAT by the amount of the tax changed as a result of a change in the statutory VAT rate. In the event of the aforementioned change, the amount of net remuneration will not change and the gross remuneration value will be calculated in accordance with the new legal provisions.
6. changes to payment terms - resulting from any amendments made to the Agreement provided that they do not result in the need to pay interest or remuneration of a greater amount.
7. The Contracting Entity allows amendments to the provisions of the Agreement in comparison to the contents of the bid on the basis of which the Contractor was selected (pursuant to Article 455(1)(1) of the Public Procurement Law act) to the following extent:
8. The completion date (which may be extended by the time necessary to properly perform the Subject Matter of the Agreement - no longer than by the duration of their occurrence) and the Remuneration (by the amount of the increase in the costs of performing the Subject Matter of the Agreement, as documented by the Contractor) in the event:
   1. of a change in legislation affecting the scope and manner of performance of the subject matter of the agreement;
   2. when it is impossible to meet the contractual deadline due to circumstances beyond the Contractor's control, including acts/omissions of third parties (including public authorities) or the occurrence of Force Majeure;
   3. changes to the way in which the Subject Matter of the Agreement is performed, in particular:
      1. the emergence on the market of new technical or technological solutions that make it possible to shorten the execution time of the order, the costs of operating the Subject Matter of the Agreement, or obtaining more favourable technical parameters;
      2. discontinuation of or withdrawal from production of certain materials or components specified in the bid or in the technical documentation;
      3. introduction of a new software version by the manufacturer of the software used by the Contractor to perform the Agreement;
      4. changes to existing standards.
9. extension of the order execution deadline by the time necessary to properly perform the Subject Matter of the Agreement, in the event of an extension of the expenditure eligibility period by the Supporting Unit.
10. If the Agreement is concluded for a term exceeding 6 months:
11. Pursuant to Article 439 of the Public Procurement Law, the Contracting Entity provides for the possibility of changing the amount of the Remuneration in the event of a change in the price of materials or costs related to the performance of the Agreement:
    1. The method of determining the change in remuneration - the measure of the change in the prices of materials or costs related to the performance of the Agreement is a quarterly consumer price index announced in a communiqué of the President of the Main Statistical Office of Poland.
    2. The indexation of the Contractor's Remuneration based on the index indicated in §11(5)(1a) above will occur every 6 months starting from the month in which the Agreement is concluded - the Contractor's remuneration may be adjusted after 6 months from the date of signing the Agreement. If at the end of the period of 6 months, the index referred to in item 1 increases/decreases by at least 4% in comparison to the previous period, this will be grounds for a possible change of the Contractor's remuneration.
    3. The maximum value of the change in the Remuneration permitted by the Contracting Entity as a result of the application of the provisions on the principles of changing the amount of the Remuneration in the event of a change in the prices of materials or costs connected with the performance of the Agreement may not exceed in aggregate 5% of the gross remuneration specified in §2(1) of the Agreement.
    4. A change in the Remuneration can be either an increase or a decrease.
    5. If the situation described in §11(5)(1b) occurs, the Party requesting a change to the Remuneration should file a request for a change of the Remuneration to the other Party, which should include detailed calculations showing whether and to what extent the change to the adopted index affected the costs of the Agreement performance.
    6. Within 30 days from the date of receipt of the request, the Party which has received the request shall provide the other Party with information on the extent to which its request is granted and will indicate the amount by which the Remuneration due to the Contractor should be changed, or information on non-approval of the request with justification.
    7. The Contractor will be obliged to make an appropriate indexation of the subcontractors’ Remuneration in the scope corresponding to changes in material prices or costs relating to subcontractor's obligation according to the above principles if the term of the subcontracting agreement exceeds 6 months.
12. Pursuant to Article 436(4)(b) of the Public Procurement Law, the amount of the remuneration due to the Contractor may be subject to indexation in the event of a change:
    1. to VAT and excise duty rates,
    2. to the amount of the minimum salary for work or the amount of the minimum hourly rate determined pursuant to the provisions of the Act on the Minimum Remuneration for Work of 10 October 2002,
    3. to the principles for subjecting a person to social or health insurance or the amount of a social or health insurance contribution,
    4. to the principles for the collection and amount of contributions to employee capital plans referred to in the Act on Employee Capital Plans of 4 October 2018,

- if these changes affect the Contractor's cost of performance.

1. In the event of a change as referred to in §11(5)(2a), the net value of the Contractor's remuneration will not change, and the gross value of the remuneration specified in the amending annex to the Agreement will be calculated in accordance with the new provisions on value added tax or excise duty.
2. In the event of a change as referred to in §11(5)(2b), the Contractor will be obliged to submit to the Contracting Entity a list of employees hired for the performance of the Agreement to whom the change applies, together with a calculation of the costs resulting from the change in question, which have a direct impact on the price for the performance of the agreement offered in the bid. If the Contractor proves to the Contracting Entity that the change is justified, the remuneration will be changed by the value of the increase in the Contractor's total cost resulting from the increase in the remuneration of the persons directly performing the agreement.
3. In the event of a change as referred to in §11(5)(2c-d), the Contractor will be obliged to submit to the Contracting Entity a list of employees hired to perform the agreement to whom the change of rules applies, together with a calculation of the costs resulting from the change in question, which have a direct impact on the price for the performance of the agreement offered in the bid. If the Contractor proves it to the Contracting Entity that the change of remuneration is justified, the remuneration will be changed by the value of the increase in the Contractor's total cost, which the Contractor will be obliged to incur additionally in order to take into account the change in the principles indicated in §11(5)(2c-d) while retaining the existing net amount of remuneration of the persons directly performing the agreement for the Contracting Entity.
4. The basis for changing the remuneration in the cases referred to in §11(5) will be a written request of the Contractor or the Contracting Entity submitted to the other Party no later than within 30 days of the entry into force of the new provisions of law, where the request should include a detailed description of the proposed change together with justification and a detailed cost calculation as well as the principles for such calculation.
5. The Contractor is obliged to demonstrate in the request and prove to the Contracting Entity that the change in the legal provisions indicated above will affect the Contractor's performance costs.
6. The Contractor's request and the attached documents will be subject to verification by the Contracting Entity. Within **30 days** of the receipt of the request, the Contracting Entity may summon the Contractor to supplement it by providing additional clarifications, information or documents. The Contractor is obliged to reply to the Contracting Entity's request exhaustively and in accordance with the facts within 7 days of receiving the request.
7. Within **30 days** of the receipt of a complete request, information and clarifications, the Contracting Entity will take a written stance on the matter; the day on which the Contracting Entity’s stance is communicated is deemed to be the day on which it is sent to the address for service of papers to the Contractor.
8. The Contracting Entity reserves the right to refuse to change the amount of the remuneration due to the Contractor if the Contractor's request does not meet the conditions described in the provisions of this Agreement.
9. In the case of a request submitted by the Contracting Entity, such a request should include at least a proposal to amend the Agreement as regards the amount of remuneration due to the Contractor and a reference to the legal basis for the change of legal provisions.
10. Prior to submitting the request referred to in item 14 above, the Contracting Entity may request the Contractor to provide information or clarifications or documents necessary for the Contracting Entity to assess whether the changes to the provisions referred to in item 5(2) affect the Contractor's costs of Agreement performance and to what extent the change of these costs justifies a change in the amount of the remuneration; the type and scope of this information will be determined by the Contracting Entity in the request.
11. If in the course of the procedure described above, it is demonstrated beyond any doubt that the changes to legal provisions referred to in paragraph 5(2) justify a change in the amount of the remuneration due to the Contractor, the Parties will conclude a relevant amending annex to the Agreement which will specify the new amount of the Contractor's remuneration, taking into account the proven changes.
12. A change of the remuneration due to the Contractor may occur no earlier than on the date of entry into force of the provisions constituting the basis for the request for change and no earlier than after the lapse of **6 months** from the commencement date of agreement performance.
13. The Ordering Party, in accordance with art. 455 sec. 1 item 1 letter a) in connection with art. 454 sec. 2 item 4 of the Public Procurement Law, will be entitled to use substitute performance at the Contractor's expense, without the need to obtain prior court authorization if it fails to deliver the Subject Matter of the Agreement in full or if the materials delivered in part or in full do not meet the conditions contained in the Description of the Subject Matter of the Order. The Ordering Party is not obliged to set the Contractor an additional deadline for making the repair under penalty of substitute performance, however, if the Contractor assures the Ordering Party that it will remove the failure or make the repair at the same time as a third party, the Ordering Party will not be able to object to this. The Contractor will be released from the obligations specified in this Agreement only at the moment when substitute performance takes place and at that moment the Parties will be obliged to mutually settle the incurred costs of substitute performance. The Ordering Party will be obliged to prove the amount of incurred costs of substitute performance, e.g. by submitting copies of invoices to the Contractor. Substitute performance does not release the Contractor from the obligation to pay contractual penalties referred to in § 7 below. In this case, the penalties will be charged until the substitute performance is commenced by a third party.

**§ 12**

**Confidentiality**

1. The Parties will be bound to keep secret any and all Confidential Information regarding the Agreement which they have received from the other Party in the course of the conclusion and performance of the Agreement. In particular, the Parties will be obliged to keep secret any and all documents, studies, materials and other information expressed in writing or in any other form, including information communicated or shared as part of direct working contacts between their representatives concerning the Agreement. The parties to the Agreement will be bound by a confidentiality clause for 5 years from the conclusion of the Project.
2. Information relating to the performance of this Agreement and concerning the Subject Matter of the Agreement may be disseminated and/or published by the Contractor without the agreement of the Contracting Entity but with the restriction of the relevant information and in compliance with all other provisions, including the confidentiality clause, in accordance with this Agreement.
3. The confidentiality obligation arising out of item 1 does not cover information which is in the public domain or which must be disclosed pursuant to applicable legal provisions.

**§ 13**

**Final Provisions**

1. The provisions of the applicable law, in particular the Polish Civil Code and the Public Procurement Law, will apply to matters which are not governed by this Agreement.
2. The rights and obligations under this Agreement may not be transferred to third parties without the written consent of the Contracting Entity to do so. The above also applies to the assignment of the Contractor's claims against the Contracting Entity, in particular in the form of an assignment, factoring or other acts to such effect.
3. Any and all disputes which may arise out of the Agreement will be settled by a court with venue jurisdiction for the Contracting Entity.
4. Any and all amendments to the Agreement must be made in writing or otherwise they will be null and void unless the Parties have indicated a different form in the Agreement.
5. If one or more provisions of this Agreement are or become wholly or partially invalid, this will not affect the validity of the remaining provisions. In such a case, either Party to the Agreement may request that a valid provision be agreed which corresponds to the purpose of the invalid provision as closely as possible.

**§ 14**

**Protection of Personal Data**

1. Pursuant to Article 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) (OJ EU L 119, p. 1), hereinafter referred to as GDPR, which has been in force since 25 May 2018, please be advised that:
2. The controller of your personal data is INSTYTUT WYSOKICH CIŚNIEŃ POLSKIEJ AKADEMII NAUK (INSTITUTE OF HIGH PRESSURE PHYSICS OF THE POLISH ACADEMY OF SCIENCES) with its registered office in Warsaw (01-142), ul. Sokołowska 29/37.
3. The Data Protection Officer can be contacted via email at the address: rodo@unipress.waw.pl
4. Your personal data will be processed̨ for the purposes of:
5. conducting the public procurement procedure;
6. selecting the contractor and awarding the public procurement contract through the conclusion of the Agreement;
7. keeping records of the public procurement procedure in case of inspection by authorised bodies and entities;
8. transferring the procurement procedure documentation to the archives and its subsequent disposal (permanent removal and destruction);

in the scope of ordinary data - first name, last name, position, place of work and possessed professional qualifications required to meet the conditions of participation in the procedure/performance of the Agreement, and in the case of filing a power of attorney, declarations and other documents - personal data contained therein;

1. The legal basis for the processing of personal data by the Institute of High Pressure Physics, Polish Academy of Sciences, is Article 6(1)(c) and (f) of the GDPR, where the legitimate interest of the Institute of High Pressure Physics, Polish Academy of Sciences, is the need to carry out the procurement procedure;
2. The recipients of your personal data will only bę the entities entitled to obtain personal data pursuant to legal provisions and contractors cooperating with the Institute of High Pressure Physics, Polish Academy of Sciences, in particular entities which process data pursuant to concluded agreements,
3. Personal data may be transferred to a country outside the European Economic Area (a third country) or to an international organisation within the meaning of the GDPR, as part of the contracting of personal data the processing or sharing by virtue of law, always subject to one of the following conditions:
4. That the European Commission has confirmed that this third country or international organisation ensures an adequate level of protection of personal data, in accordance with Article 45 of GDPR;
5. That the third country or international organisation provides adequate security measures and there are enforceable data subject rights and effective remedies in place, in accordance with Article 46 of GDPR;
6. That the case referred to in the second paragraph of Article 49(1) of GDPR occurs, where the data will then be adequately secured and the Contractor has the right to access a copy of such security measures at the email address indicated in item 2 above.
7. Your personal data will be stored in accordance with legal provisions for the period of the public procurement procedure, the performance of the Agreement and for the period during which the Institute of High Pressure Physics, Polish Academy of Sciences, pursues the purposes arising out of the legitimate interests of the data controller which are linked to the subject matter of the Agreement or the obligations arising from generally applicable law.
8. The Institute of High Pressure Physics, Polish Academy of Sciences, kindly informs that you have the right to request access to and rectification, erasure of your personal data or restriction of processing of your personal data, and the right to object to data processing, as well as the right to data portability;
9. If it would take a disproportionate effort to comply with your request for access to and restriction of the processing of your personal data, the Contracting Entity may require that you provide additional information to clarify your request;
10. You have the right to lodge a complaint with the supervisory authority, i.e. the President of the Personal Data Protection Office;
11. The Institute of High Pressure Physics, Polish Academy of Sciences, will not use automated decision-making, including profiling, based on the provided personal data.
12. The Contractor will be obliged to inform, on behalf of the Ordering Party, all natural persons assigned by the Contractor to perform the Agreement and natural persons who carry on business activities and who will be indicated by the Contractor as subcontractors and whose personal data has been included in the submitted bid or any attachment or document filed in the procedure for contract award, of:
13. the fact that their personal data has been transferred to the Contracting Entity;
14. the processing of personal data by the Contracting Entity.

**§ 15**

**Counterparts, Attachments**

1. This Agreement is drawn up in three counterparts, two for the Contracting Party and one for the Contractor.
2. Attachments to this Agreement constitute its integral parts.
3. The attachments to this Agreement are the following:
4. **Attachment 1 –** Detailed description of the Subject Matter of the Agreement is provided in point 3 of the Terms of Reference.
5. **Attachment 2** – Contractor's Bid,
6. **Attachment 3** – Acceptance Report form.

Contractor Contracting Entity



**Attachment 3 to the Agreement ZP-………./2024**

**ACCEPTANCE REPORT**

Name of accepting entity: Instytut Wysokich Ciśnień Polskiej Akademii Nauk (Institute of High Pressure Physics of the Polish Academy of Sciences)

Address of supply:

|  |
| --- |
| ***Object of acceptance:*** |
|

The service was provided: **YES/NO**

Reservations: **YES/NO**

REMARKS: …………………………………………………………………………………………

I\*) Deadline for the elimination of defects: ……………………………………

|  |  |
| --- | --- |
| **Stamp of the Contracting Entity** | **Contractor's stamp** |
| **Signature of a person authorised by the Contracting Entity** | **Signature of a person authorised by the Contractor** |

II\*) Accepted without reservations on: ……………………………………

|  |  |
| --- | --- |
| **Stamp of the Contracting Entity** | **Contractor's stamp** |
| **Signature of a person authorised by the Contracting Entity** | **Signature of a person authorised by the Contractor** |

*NOTES: The above report signed 'without reservation' is the basis for the VAT invoice.*