

S0CS0000.272.3.2021

Wroclaw, .....

**AGREEMENT No. .... /SPI/2022**

concluded on ..... between:

Wroclaw University of Environmental and Life Sciences (UPWr)  
C. K. Norwida 25, 50-375 Wroclaw

NIP: 896-000-53-54 REGON: 000001867

hereinafter referred to as the 'Contracting authority', represented by:

prof. dr hab. inż. ....,

acting on the basis of the power of attorney of the UPWr Rector of ..... No.  
.....,

and

..... residing in  
..... PESEL/ID CARD NUMBER  
..... hereinafter referred to as the 'Contractor',

together hereinafter referred to as the 'Parties'.

An order with a value below PLN 130,000 net, awarded in the form of a request for proposal, in connection with Art. 2 (1) (1) of Public Procurement Law.

As a result of the procedure, an agreement is concluded with the following content:

**§ 1 Introduction**

This Agreement is implemented as part of the project 'Excellence in clinical sciences - the project of improving clinical competencies of students of Veterinary Medicine Faculty of the Wroclaw University of Environmental and Life Sciences', as part of the NAWA SPINAKER Program - Intensive International Education Programs.

**§ 2 Subject of the Agreement**

1. The subject of this Agreement is:

- a. to conduct a practical workshop (8 teaching hours) for foreign students of the last clinical years of veterinary studies, studying at the Wroclaw University of Environmental and Life Sciences, as a part of the English Division, Erasmus+/CEEPUS Program, and at 'Excellence in clinical sciences - the project of improving clinical competencies of students of Veterinary Medicine Faculty of the Wroclaw University of Environmental and Life Sciences'

Annex 4 - Request for proposal other foreign universities, taking into account the specific needs of students with disabilities, in particular students who are visually impaired, hearing impaired and with attention deficit disorders, in accordance with the Guidelines for the implementation of the principle of equal opportunities and non-discrimination, including accessibility for people with disabilities and the principle of equal opportunities for woman and men under EU funds for 2014-2020.

(<https://www.funduszeuropejskie.gov.pl/strony/o-funduszach/dokumenty/wytyczne-w-zakresie-realizacji-zasady-rownosci-szans-i-niedyskryminacji-oraz-zasady-rownosci-szans/>)

2. The subject of this Agreement will be performed in accordance with the assumptions specified by the Contracting authority in the description of the subject of the contract contained in the request of proposal, attached as Annex 5 to this Agreement.

3. The subject of this Agreement is carried out under Task No. 4 of the project 'Excellence in clinical sciences - the project of improving clinical competencies of students of Veterinary Medicine Faculty of the Wrocław University of Environmental and Life Sciences' under the SPINAKER Program - Intensive International Education Program (IIEP), which is co-financed by the European Social Fund under Operational Program Knowledge, Education and Development (OP KED), Priority Axis II 'Higher education for the economy and development', Measure 3. 3. 'Internationalization of Polish higher education', non-competition project entitled 'Supporting the institutional capacity of Polish universities through the creation and implementation of international study programs' (application No. POWR.03.03.00-00-PN16/18).

4. Remuneration under this Agreement will be co-financed by the European Union under the European Social Fund.

5. The deadline for the implementation of the subject of this Agreement: from 1<sup>st</sup> December 2022 to 31<sup>st</sup> August 2023. A detailed date for the implementation and workshops under the Intensive International Education Programs (IIEP) will be agreed with the Contractor. At the same time, due to the current pandemic situation, the Contractor authority reserves the right to change the schedule in consultation with the Contractor.

6. The classes covered by the contract are addressed to foreign students of the last clinical years of veterinary studies, studying at Wrocław University of Environmental and Life Sciences as part of the English Division, Erasmus+/CEEPUS Program, and students of veterinary medicine, studying at foreign universities.

7. For the purposes of conducting the practical 2-day part of IIEP (practical workshops), the Contractor authority provides rooms in buildings belonging to the Wrocław University of Environmental and Life Sciences, meeting the health and safety requirements and adapted to the needs of conducting workshops, including for people with disabilities.

8. The Contractor authority covers the costs of travel, accommodation and subsistence for foreign lecturers. The Contractor authority also covers the costs of protective clothing and consumables used during clinical procedures (costs of drugs for sedation of animals,

Annex 4 - Request for proposal catheters, venflons, ultrasound gel, electrodes for ECG, costs of protective clothing, disinfectants).

9. The Contractor undertakes to personally perform the subject of the Agreement with due diligence, in accordance with the information provided as part of the procedure regarding qualification/experience/education.

### § 3 Remuneration

1. The maximum remuneration for the execution of the subject of this Agreement may not exceed the amount of ..... EURO gross (in words: ..... EURO gross), which according to the average exchange rate of the National Bank of Poland, valid on the day of concluding the agreement is an equivalent of the amount of ..... PLN

(in words: ..... 00/100).

2. The Ordering Party shall pay the Contractor remuneration for the performance of the subject of this Agreement, according to the rates

- one hour of practical workshops in the amount of ..... EURO gross (in words: ..... EURO gross), which according to the average exchange rate of the National Bank of Poland as of the day of concluding the agreement is an equivalent of the amount of ..... PLN

(in words: ..... 00/100) in accordance with the Offer (Annex 1 to the Agreement).

3. The settlement for the performance of the subject of this Agreement will be made in accordance with the number of hours actually carried out, indicated in the work time record sheet, based on which the class acceptance report will be drawn up.

4. The basis for issuing an invoice by the Contractor to the Contractor authority will be the acceptance report for the classes signed by the Parties "without reservations". The person authorized to sign the acceptance report for the classes on the part of the Contractor authority is prof. Artur Niedźwiedź.

5. The remuneration is fixed throughout the term of this Agreement and covers the total remuneration due to the Contractor for the entirety of the subject of the Agreement. The Parties do not provide for the possibility of changing the rates of remuneration.

6. The Contractor authority reserves the right to deduct from the remuneration calculated in accordance with this paragraph, contractual penalties due to the Contractor authority from the Contractor under the provisions of this Agreement, described in detail in § 7 of this Agreement, to which the Contractor hereby agrees.

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7. In the event of failure to use the entire remuneration referred to in paragraph 1 of this paragraph, the Contractor will not be entitled to claim the difference resulting from this.
8. Payment of the remuneration will be made by bank transfer to the account number provided on the account referred to in paragraph 4, within 30 days from the date of its approval.
9. The contractor is obliged to submit a written statement for insurance and tax purposes, otherwise there will be negative financial and legal consequences.
10. In certain cases, the Contractor authority will make a deduction from the remuneration of income tax and contributions for social security and health insurance in accordance with applicable regulations.
11. The Ordering Party will cover the costs of the Contractor's travel to and from Wrocław, his/her accommodation and residence in Wrocław for the duration of the Contractor's 2-day practical workshop up to the amount of PLN 4,920.00.

#### **§ 4 Copyright**

1. The Contractor declares that the presentation of the online lecture in English created under the contract was made independently, is individual and is not encumbered with any rights of third parties.
2. The Contractor is solely responsible for legal defects of the works.
3. Upon the transfer by the Contractor and acceptance by the Contractor authority of the presentation created in the contractual terms to the subject and within the remuneration specified in § 3 sec. 1 The Contractor transfers to the Contractor authority all proprietary copyrights to the above-mentioned works, in particular in the following fields of exploitation:
  - a. permanent or temporary recording or reproduction in whole or in part, by any means and in any form, regardless of the format, system or standard, including by printing, magnetic recording, digital technology or by entering into computer memory and permanent or temporary recording or reproduction such records, including making copies thereof and any use and disposal of these copies,
  - b. placing on the market, lending or renting the original or copies,
  - c. creating new versions and adaptations (translation, adaptation, change of layout or any other changes),
  - d. public dissemination, in particular displaying, public performance, broadcasting and rebroadcasting in any system or standard, as well as making the Work publicly available in such a way that everyone can have access to it at a place and time chosen by them, in particular electronic sharing on request,
  - e. dissemination on the Internet and in closed networks,
  - f. broadcasting via audio or video, wireless (terrestrial and satellite) or wired, in any system and standard, including cable networks and digital platforms,

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- g. the right to specify the names of the Work under which it will be used or distributed, including trade names, including the right to register for itself the trademarks with which the Work will be designated or the trademarks used in the Work,
  - h. the right to use the Work for marketing or promotion purposes, including advertising, sponsorship, sales promotion, as well as to mark or identify products and services and other activities, as well as objects of its property, as well as for educational or training purposes,
  - i. the right to dispose of studies of the Work and the right to make them available for use, including licensing to third parties, in all the above-mentioned fields of use.
4. The Contractor also transfers to the Contractor authority the right to authorize the exercise of the derivative copyright.

### **§ 5 Agreement performance control**

1. The Contractor authority reserves the right to verify and evaluate the method of performing the subject of this Agreement at every stage of its implementation, including, in particular, to conduct a survey among the participants of the classes, assessing the quality of the classes conducted.
2. If at least 60% of class participants evaluate the quality of the classes or training materials as unsatisfactory (below 50% of the maximum number of points), the Contractor authority reserves the right to withdraw from the contract to the extent that this Agreement has not been performed, within 14 days of notifying the Contractor about the results of the surveys.

### **§ 6 Termination of the contract**

Each party may terminate the contract with a 14-day notice period.

### **§ 7 Contractual penalties**

1. In the event of non-performance or improper, i.e. non-compliant with the requirements of the Contractor authority, performance of this Agreement by the Contractor or withdrawal from this Agreement for reasons attributable to the Contractor or by the Contractor for reasons not attributable to the Contractor authority, the Contractor shall pay the Contractor authority a contractual penalty in the amount of 10% of the gross value of this Agreement gross total, specified in § 3 section 1 of this Agreement.
2. In the event of termination of this Agreement by the Contractor without notice for reasons beyond the control of the Contractor authority, the Contractor shall pay the Contractor authority a contractual penalty of 20% of the total gross value of this Agreement, specified in § 3 section 1 of this Agreement.
3. The penalties referred to in para. 1 and 2, the Contractor shall pay by bank transfer to the bank account indicated by the Contractor authority within 14 calendar days from the date of delivery of the Contractor authority's request for payment of the contractual

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penalty. The Contractor authority is entitled to deduct contractual penalties from the Contractor's remuneration.

4. The Contractor authority may claim damages from the Contractor on general terms in excess of the contractual penalty referred to in paragraph 1 and sec. 2.

5. The Contractor agrees to deduct any contractual penalties from the remuneration due on the basis of a debit note issued by the Contractor authority.

## **§ 8 Terms of contract amendment**

1. The Contractor authority allows the terms of the contract to be changed in the event of:

- a. termination or amendment of this Agreement and/or application for co-financing of the Project, which binds the Contractor authority with the Managing/Intermediate Authority - the elements of this Agreement that must be changed in order to comply with this Agreement with the Managing/Intermediate Authority/application for funding will be adjusted,
- b. change of the address/identification data of the Contractor authority/Contractor,
- c. changes in generally applicable legal provisions in the scope affecting the performance of the subject of this Agreement,
- d. the need to eliminate obvious spelling and accounting errors in the content of this Agreement.

2. In the event of force majeure or unfavorable conditions preventing or hindering the performance of works in accordance with this Agreement, in particular, it is possible to change:

- a. the material scope of the subject of this Agreement and/or,
- b. the deadline for the performance of the subject of this Agreement and/or,
- c. the manner and/or method of implementing the subject of this Agreement.

3. In the event of other circumstances, regardless of their nature, including those attributable to the Contractor authority, resulting in the inability to perform or proper performance of the subject of this Agreement, in accordance with its provisions, in particular, it is possible to change:

- a. the deadline for the performance of the subject of this Agreement and/or,
- b. remuneration, i.e. in the event of an increase in the amount of VAT or the minimum hourly rate in a civil law contract, which will result from a change in generally applicable provisions of law.

4. Any minor changes are allowed, understood as the knowledge of their introduction at the stage of the procurement procedure would not affect the circle of Contractors applying for this Agreement or the result of the procedure.

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5. Amendments to this Agreement require the form of an annex to this Agreement, otherwise null and void.

### **§ 9 Processing of personal data**

1. In connection with the implementation of the subject of this Agreement, the Contractor authority authorizes the Contractor to access information and personal data, the administrator of which in relation to the Project Participants on the basis of a contract for co-financing the project 'Excellence in clinical sciences - the project of improving clinical competencies of students of Veterinary Medicine Faculty of the Wrocław University of Environmental and Life Sciences', contract number PPI/SPI/2020/1/00067/U/00001, is the Minister of Education and Science, acting as the Managing Authority for the NAWA SPINAKER Program, based in Warsaw at Polna 40, 00-926 Warsaw and the Contractor authority in relation to Polish students studying at the Wrocław University of Environmental and Life Sciences in the field of veterinary medicine, participating in online lectures on the basis of additional participation to the extent and for the purpose necessary for the proper performance of this Agreement. The authorization to process personal data of the Project Participants will be issued to the extent necessary to implement the subject of this Agreement on the template constituting Annex 4 to this Agreement.
2. The Contractor is obliged to perform the ordered activities with due diligence, as well as to secure and keep secret - both during the term of this Agreement and after its termination - all information and personal data that are not public, to which they will gain access in connection with the implementation assigned tasks.
3. The Contractor is responsible for the processing of personal data and the application - resulting from legal provisions, in particular, Regulation of the European Parliament and of the Council of the European Union 2016/679 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 the repeal of Directive 95/46/EC (GDPR) - the necessary requirements to protect the data in question, to which it will gain access in connection with the performance of entrusted tasks against unauthorized access, unjustified modification or destruction, illegal disclosure or acquisition, to the extent appropriate to obligations related to the processing of the data in question. It is also obliged to compensate for the violation of the principles of information and personal data processing in the event of their occurrence.
4. The Contractor authority has the right to control the manner in which the ordered tasks are performed and the processing of personal data to which the Contractor will gain access.

### **§ 10 Final provisions**

1. Any changes to this Agreement must be made in writing - in the form of an annex - under pain of nullity.
2. In matters not covered by this Agreement, the provisions of the Civil Code apply.

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3. Disputes arising from this Agreement will be considered by the court having jurisdiction over the Contractor authority.

4. This Agreement has been concluded in three identical copies, two for the Contractor authority, one for the Contractor.

.....  
CONTRACTING AUTHORITY

.....  
CONTRACTOR

Annexes to this Agreement:

1. Annex 1 to the Agreement - Offer (Offer Form).
2. Annex 2 to the Agreement - Time record card.
3. Annex 3 to the Agreement - Class acceptance protocol (template)
4. Annex 4 to the Agreement - Authorization for the processing of personal data.
5. Annex 5 to the Agreement - Request of proposal.