

## CONTRACT TEMPLATE

Concluded on ..... 2022 in Wrocław between:  
Wrocław University of Environmental and Life Sciences in,  
ul. C. K. Norwida 25, 50-375 Wrocław  
NIP: 896-000-53-54, Regon: 000001867  
represented by: .....  
hereinafter referred to as "the Ordering Party"  
and

.....  
NIP: ....., REGON: .....  
represented by: .....  
hereinafter referred to as "the Contractor"

The provisions of the Act of September 11, 2019 - Public Procurement Law (consolidated text - Journal of Laws of 2021, item 1129, as amended) shall not apply to the conclusion of the contract, based on the exclusion contained in Art. 11 sec. 5 point 1 of this Act.:

### ARTICLE 1

#### Subject of the contract

De novo sequencing of staphylococcal genomes. Number of samples: 100

### ARTICLE 2

#### Date of service provision

The Contractor shall complete the subject of the contract **up to 45 working days**.

### ARTICLE 3

#### Obligations of the Contractor

1. Whole Genome Sequencing (WGS) of 100 staphylococcal DNA samples with the following parameters:
  - a. paired-end (PE) sequencing
  - b. the read length of 200-300 bp
  - c. the average number of reads for each sample: 500 000
2. Service includes DNA libraries preparation, sequencing and assembly of sequences as well as evaluation of the quality of the obtained data.
3. The results will be provided in a standard FASTA format.
4. The results will be accessible in a cloud.

### ARTICLE 4

#### Remuneration

1. The Contractor undertakes to perform the subject of the contract in accordance with the offer form for the amount of remuneration:  
net: ..... PLN,  
plus VAT due ....% in the amount of: ..... PLN,  
**total gross remuneration:** ..... PLN,  
being the maximum remuneration for the material scope determined in these proceedings.
2. Gross remuneration for the subject of the contract includes the total cost of the subject of the contract, including all fees and taxes – it applies to entities that are VAT payers, in accordance with the Law on tax on goods and services.
3. The amount due for the service rendered shall be paid by the Ordering Party to the Contractor's bank account indicated in the invoice within 30 days from the date of delivery of the correctly issued invoice to the Ordering Party, but not earlier than after receipt of the service.
4. The amount of VAT must be in accordance with the regulations in force on the date of performance of the subject of the contract.

5. The invoice must contain information such as: contract number, order number on the basis of which the delivery was made. In the absence of annotation on the invoice of the contract number, the Contractor undertakes to provide in the form of a separate document attached to the invoice, which will contain information about the contract number.
6. Contractors have the option of submitting invoices electronically. The Ordering Party has an account on the PEF portal. Employer's data: Type of PEF address: NIP; PEF address number: 8960005354.
7. The Ordering Party declares that he will pay using the split payment mechanism.
8. If the Contractor chooses the Polish currency (PLN), the price for the subject of the contract from the Contractor's offer shall be entered into the contract. If a foreign currency (EUR or USD) is selected, the contract shall include an amount expressed in a foreign currency, which shall be the quotient of the price quoted in the offer (PLN) and the average exchange rate of the National Bank of Poland for the foreign currency (EUR or USD respectively) as of the date of submission of the offer. The amount of the Contractor's agreed remuneration shall constitute the maximum amount of payment for the performance of this contract. In the case when the contractual remuneration is expressed in a selected foreign currency, it shall be understood as the amount obtained after conversion into the selected foreign currency resulting from the price quoted in PLN in the offer form.

## **ARTICLE 5**

### **Contractual penalties**

1. The Contractor shall pay the Ordering Party a contractual penalty in the event of :
  - a) delay in the performance of the contract in the amount of 0.1% of the gross remuneration specified in Article 4. for each day of delay,
  - b) withdrawal from the contract by the Ordering Party for reasons charged to the Contractor and withdrawal of the Contractor for reasons beyond the control of the Ordering Party in the amount of 5% of the remuneration specified in Article 4.
2. The Ordering Party is entitled to claim compensation on general terms, if the damage suffered exceeds the contractual penalties. The Contractor declares that he agrees to the deduction of contractual penalties from the remuneration for the performance of the subject of the contract or other liabilities due to the Contractor from the Ordering Party.

## **ARTICLE 6**

### **Contract termination and withdrawal**

1. In the event when the Contractor breaches the provisions of the contract and fails to remedy the breach within 7 days of receipt of a written notice from the Ordering Party, the Ordering Party may withdraw from the contract.
2. The Ordering Party has the right to withdraw from the contract in particular in the following cases:
  - a) if, for reasons attributable to the Contractor, the Contractor has not commenced the service or has interrupted its performance and has not resumed the service, despite being requested by the Ordering Party for more than 15 days,
  - b) if there is a substantial change in circumstances such that performance of the contract is not in the public interest, which could not have been foreseen when the contract was concluded, the Ordering Party may withdraw from the contract within 15 days of becoming aware of such circumstances. In the case referred to above, the Contractor may demand only the remuneration due for the performance of a part of the contract,
  - (c) for reasons set out in the Civil Code.
3. If the Contractor performs the services covered by the contract in a manner inconsistent with the regulations or the contract, the principles of good practice and despite a call from the Ordering Party to cease such activities within the prescribed period of 7 days, he has not stopped.

## **ARTICLE 7**

### **Changes to the provisions of the contract**

1. The Ordering Party shall allow for amendments to the contract in relation to the content of the offer on the basis of which the Contractor was selected and shall specify the conditions for such amendments by allowing for the possibility of amendments to the contract in the form of a written annex concerning in particular:
  - 1) it is allowed to change the contract completion date in the following situations:



- a) for reasons not attributable to the Contractor,
- b) for reasons attributable to the Ordering Party,
- c) due to force majeure,
- 2) changes resulting from changes in the generally applicable legal regulations in the scope affecting the performance of the contract subject matter,
- 3) The Ordering Party allows for a proportional change in the Contractor's contractual remuneration in the content of the contract if the change in the exchange rate of the foreign currency selected for payment to PLN will be higher than 15% in relation to the average exchange rate of the National Bank of Poland on the day of announcing the request for quotation on the Ordering Party's website.
- 2. The conditions for making the amendments referred to in paragraph 1:
  - 1) written form under pain of nullity in the form of an annex to the contract,
  - 2) the changes shall not increase the Contractor's remuneration, with reservation to Article 7 sec. 1 point 3.
- 3. In the case of a statutory change in the VAT rate, the remuneration due to the Contractor shall be automatically adjusted by the amount of VAT resulting from the VAT rate in force at the time when the tax obligation arises. In such a case, the amount of remuneration due to the Contractor shall be calculated each time taking into account the current VAT rate applicable on the date of issuing the invoice ( tax liability ).

**ARTICLE 8**

**Other provisions**

- 1. Any matters not covered by this contract shall be governed by the Civil Code.
- 2. Any disputes that may arise in connection with the performance of the contract, which cannot be resolved amicably, shall be settled by the court competent for the registered office of the Ordering Party.
- 3. The Contractor undertakes to repair the damage caused to the Data Administrator as a result of a breach of personal data due to the Contractor's fault. In particular, he undertakes to cover the costs of the trial and legal representation incurred by the Administrator, as well as compensation for the person affected by the infringement.
- 4. The Contractor declares that he has fulfilled the information obligations provided for in Article 13. or art. 14. GDPR towards natural persons from whom he obtained personal data directly or indirectly in order to apply for the award of a public contract in the procedure 1/2022/APM and during the implementation of this contract.
- 5. The Ordering Party undertakes to process personal data provided to him by the Contractor in accordance with applicable regulations and only in connection with the procedure in the form of a request for quotation and the performance of the contract.
- 6. The contract has been drawn up in three identical copies (two copies for the Ordering Party, one copy for the Contractor).

**ORDERING PARTY**

**CONTRACTOR**

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- Attachments to the Contract:
- 1. The Offer form