**CONTRACT NR. TZ.220.15.2022.1.1**

Concluded on ………………….. r. between:

**…………………………………………………………….**, NIP ……………….., REGON …………….., ………………………………………………………………………., represented by:

**………………………………………………………,**

further referred to as „**Contractor**”

and

**Medical University of Bialystok, ul. Jana Kilińskiego 1, 15-089 Białystok**

**NIP 542-021-17-17,**

represented by:

**mgr Konrad Raczkowski – Chancellor,**

further referred to as „ **Purchaser**”.

The Contract was concluded pursuant to Art. 2 clause 1 point 1 of Public Procurement Law from 11th September 2019, (see: Journal of Laws of 2019, item 2019, with amendments)

**§ 1**

1. The subject of this Contract is delivery of **……………………………..** to **………………………………………,** along with the delivery of the operating instruction and its implementation.
2. The subject of the Contract will be performed **within 56 working days** from the date of signing the Contract.
3. The detailed specification of the subject of the Contract is stated in the Contractor's price offer from ........................ and in Annex No. 1 to the Contract.
4. The Purchaser stipulates, that the quality of the subject of the order is to comply with the requirements and its label is to comply with applicable regulations, and the Contractor undertakes to deliver such subject of the order.
5. The Contractor is obliged to deliver the following documents along with the subject of the Contract:
6. Operating instruction (possible operating manual) in English – included in the delivery
7. The Contractor declares, that the delivered subject of the order will be complete and after installation will be ready for operation without any additional purchases and investments.

**§ 2**

1. The subject of the Contract, listed in Annex 1 to the Contract, will be placed at the place of destination at the seat of the User.
2. Upon acceptance of the subject of the Contract by the end User, the Purchaser shall bear the risk of accidental loss or damage to the subject of the Contract.

**§ 3**

1. The Contract value expressed in EUR is fixed and amounts to the total: **………………. €** net (in words: ……………………………).
2. The determined value of the subject of the Contract specified in Annex 1 includes all costs related to the delivery, i.e. the price of the goods, customs duties, packaging, transport, carrying, unloading, insurance, costs related to the provision of guarantees and possible costs of the customs agency service.

**§ 4**

The Purchaser will pay for the subject of the Contract as follows:

1. 100% of the Contract value will be paid on the basis of an invoice within 30 days from the date of signing the fault-free acceptance protocol (report form attached) after comprehensive implementation of the subject of the Contract and receipt of a correctly issued invoice. The validity of the acceptance protocol is confirmed by joint signatures of:

* Representative of the Contractor,
* User (Head of MUB Unit or authorized person) of the subject of the order,
* The person responsible (or authorized) for performance of the order from the Procurement Department.

1. Payment will be made to the Contractor's account:………………………………………………….
2. The date of payment shall be the date on which the Purchaser's account is debited.

**§ 5**

1. The person responsible for the performance of the subject of the order is:

* on behalf of the Contractor: ……………………. …, e-mail: ………………..…………………….
* on behalf of the Purchaser: Katarzyna Włodarczyk, e-mail [katarzyna.wlodarczyk@umb.edu.pl](mailto:katarzyna.wlodarczyk@umb.edu.pl), telephone number: +48 85 748 55 38.

**§ 6**

1. The Contractor shall pay the Purchaser a contractual penalty:
   1. for withdrawal from the Contract by any of the parties for reasons attributable to the Contractor in the amount of 10% of the remuneration specified in § 3 section 1;
   2. for delay in performance of the subject of the Contract in the amount of 0.1% of the remuneration specified in § 3 section 1 for each day of delay;
2. The Purchaser shall pay the Contractor a contractual penalty for withdrawal from the Contract by the Contractor for reasons attributable to the Purchaser in the amount of 10% of the remuneration specified in § 3 sec. 1, the withdrawal of which applies, subject to paragraph 3.
3. In the event of a significant change in circumstances causing the performance of the Contract to be not in the public interest, which could not have been foreseen at the time of the conclusion of the Contract, the Purchaser may withdraw from the Contract within 30 days of becoming aware of the circumstances above. In this case, the Contractor may only demand the remuneration due for the performance of part of the Contract.
4. In the event of failure to deliver the subject of the Contract within a period exceeding by 30 days the deadline for the performance of the subject of the Contract specified in § 1 sec. 2, the Purchaser may withdraw from the Contract without setting an additional deadline for the performance of the Contract. If the Purchaser exercises this right, the Contractor shall pay the Purchaser a Contractual penalty for withdrawing from the Contract in the amount of 10% of the remuneration for the subject of the Contract.
5. The Purchaser may deduct the Contractual penalties from the Contractor's remuneration.
6. Subject to sec. 3, the parties may claim damages exceeding the amount of Contractual penalties on general terms.
7. In the event of a failure, the Contractor is obliged to start the repair within a maximum of 24 hours from reporting the failure to the Contractor’s key contact . The Contractor is obliged to remove the failure, no later than 72 hours on working days from reporting the failure unless the service action requires new spare parts exchange. The time period of a spare parts replacement or similar service action will be added on the warranty period (the regular legal warranty period will be prolonged by the time used for the repair/spare part exchange).

**§ 7**

1. The costs of financial servicing of the Contract at the Contractor's bank are covered by the Contractor, and at the bank representing the Purchaser - Medical University of Bialystok.

**§ 8**

1. Any changes to this Contract shall be made in writing, otherwise being null and void.
2. Changing the Contract is possible when:
3. the need for change results from circumstances that could not be foreseen at the date of conclusion of the Contract,
4. the legal provisions affecting the rights and obligations of the parties have changed,
5. the change is beneficial for the Purchaser,
6. there is a need to postpone the performance of the Contract for reasons attributable to the Purchaser.
7. It is allowed to change the entities indicated in § 5 sec. 1 of the Contract. Such a change shall be made in writing under pain of nullity and shall not constitute an amendment to the Contract.

**§ 9**

1. In the case of claims related to this Contract, disputes will be settled by common courts competent for the seat of the Purchaser, in accordance with applicable Polish law..

**§ 10**

Pursuant to Art. 13 of the general regulation on the protection of personal data from 27’th April 2016 (Journal of Laws UE L 119 of 04/05/2016), I would like to inform you that:

* + 1. The Controller of your Personal Data is Medical University of Bialystok with its registered office ul. Kilińskiego 1, 15-089 Białystok, represented by its Rector,
    2. The contact to the Data Protection Supervisor at Medical University of Bialystok, email: [iod@umb.edu.pl](mailto:iod@umb.edu.pl),
    3. Your personal data will be processed on the basis of. art. 6 (1) (b) of the general regulation on the protection of personal data from 27’th April 2016,
    4. Your personal data will be revealed only to the persons authorized by the Controller, Simple SA, cooperating with Medical University of Bialystok on the basis of an entrustment agreement,
    5. Your personal data will be stored for 5 years from the end of the Contract,
    6. You have the right to: require the access to personal data from the Controller, the right to rectify, delete, limit processing, the right to object to the processing and the right to transfer data ,
    7. You have the right to lodge a complaint with the Personal Data Protection Office when it is justified that your personal data is processed by the Data Administrator contrary to the general regulation on the protection of personal data of 27’th April 2016,
    8. providing personal data is voluntary, but necessary for the performance of the Contract.

**§ 11**

1. In connection with the implementation of the subject of the Contract, the Purchaser authorizes the Contractor to process personal data, the controller of which is the Purchaser, to the extent and for the purpose necessary to perform the Contract.
2. The Contractor is obliged to comply with the generally applicable provisions on the protection of personal data and internal legal acts in force at the Purchaser 's, regarding the protection of personal data.
3. The Purchaser is obliged to process personal data to which he gains access in connection with the performance of the Contract only for purposes related to the performance of the subject of the Contract.
4. The Purchaser is obliged to secure and keep secret - both during the term of the Contract and after its termination - personal data to which he will gain access in connection with the performance of the Contract.
5. The Purchaser has the right to control the processing of personal data in connection with the performance of this Contract.
6. The Contractor shall be fully liable for damages resulting from his behavior, caused by the processing of personal data inconsistent with the Contract, in particular damage caused to unauthorized access, removal by an unauthorized person, as well as change, loss, damage or destruction.

**§ 12**

1. In matters not covered by this Contract, the provisions of the Act of 23rd April 1964 - Civil Code shall apply.
2. The Contract was drawn up in two identical copies, one for the Contractor and one for the Purchaser.

**Purchaser:**

**Contractor:**

**……………………………………………. …………………………………**

***Chancellor***

***mgr Konrad Raczkowski***