ORDER AGREEMENT NO. AWM/NAW/3/2025 (TEMPLATE)

concerns preparation and conduct of the training service consisting in the realization of classes in English for doctoral students of the Doctoral School of the Medical University of Bialystok as part of the project under the title “Intensification of internationalization process and development of the Doctoral School of the Medical University of Bialystok” as part of the programme of the Polish National Agency for Academic Exchange under the title: “STER NAWA– Internationalization of Doctoral Schools– edition 2024”.

concluded on……………… in Białystok by and between:

**Medical University of Bialystok, ul.** Kilińskiego Street, 15– 089 Białystok

NIP: 5420211717, REGON: 000288604,

Represented by the Chancellor – mgr Konrad Raczkowski,

hereinafter referred to as the “Ordering Party”

and

Mr/Ms...............

address: ……………………………………………….,

hereinafter referred to in the subsequent parts of the Agreement as the “Contractor”.

The Contractor was selected pursuant to Art. 2 sec. 1 point 1 of the Act Public Procurement Law from 11 September 2019 (uniform text, Journal of Laws from 2024, item 1320),

**§ 1**

**SUBJECT OF THE AGREEMENT**

1. The Ordering Party orders and the Contractor undertakes to prepare and conduct training services consisting of the realization of classes in English in the selected form in the full-time mode for doctoral students of the Doctoral School at the Medical University of Bialystok.
2. The participants shall be the doctoral students of the Doctoral School of the Medical University of Bialystok.
3. As part of the Agreement, the Contractor shall carry out classes entitled: ………………………………………
4. The classes shall be conducted in the time dimension of:.... didactic hours (whilst 1 didactic hour is equal to 45 minutes).
5. The classes shall be conducted in English.
6. The scope of classes compliant with the detailed description of the order constituting Appendix no. 1 to the Agreement, in the part adequate to the topic of classes constituting the subject of the hereby Agreement.
7. Classes shall be realized as part of the project entitled “Intensification of internationalization process and development of the Doctoral School of the Medical University of Bialystok” financed by the Polish National Agency for Academic Exchange as part of the programme of the Agency called “STER NAWA– Internationalization of Doctoral Schools– edition 2024”.
8. The Contractor undertakes to execute Agreement no. AWM/NAW/3/2025/TM with the highest diligence, in line with the binding provisions of law and the latest state of knowledge and, in particular, to ensure the quality and punctuality of the agreement execution.
9. The Contractor declares that due to his competencies he is fully entitled to realize the tasks specified in sec. 1.
10. The classes take the form of additional classes expanding beyond the programme of compulsory education at the Doctoral School of the Medical University of Bialystok.
11. The Contractor may be an employee employed at the Medical University of Bialystok.

**§ 2**

**PRICE OF AGREEMENT SUBJECT**

1. In accordance with the Contractor’s Offer constituting Appendix no. 2 to the hereby Agreement, the Ordering Party shall pay the Contractor, for the realization of the entirety of the subject of the Agreement, the amount of:

gross value: ………….…. EUR

in words: …………………………………………………………….. EUR gross. Public-legal deductions shall be deducted from the remuneration which stem from separate regulations, i.e. personal income tax and social and health insurance contributions.

1. The unit price for the realization of one hour of didactic classes amounts to........................EUR.
2. In accordance with the provisions of the Act of 20 July 2018 on Higher Education and Science a foreigner employed at a university in Poland is subject to obligatory social and health insurance according to the principles in place for the Polish citizens.

**§ 3**

**REALIZATION CONDITIONS**

1. Classes shall be realized in accordance with a detailed description of the subject of the order constituting Appendix no. 1 to the hereby Agreement and in accordance with the Contractor’s offer constituting Appendix no. 2 to the Agreement.
2. Hourly dimension and scope of classes compliant with a detailed description of the subject of the order. In order to ensure the right comfort of participants, classes will be separated by breaks in line with the agreement between the Ordering Party and the Contractor.
3. For the correct realization of the subject of the Agreement, the Contraction shall be obliged to conduct the subject of Agreement in person.
4. The Contractor places on all documents, schedules, programmes, certificates, handover protocols, other documents and elaborated information about the name of the project and the relevant logotypes in line with the template submitted by the Ordering Party.
5. The Contractor declares that he shall be at disposal, ready for the realization of the subject of the Agreement in line with the timelines and the remaining conditions for the realization specified in the hereby Agreement.
6. The Contractor undertakes to cooperate with the Ordering Party on an ongoing basis.
7. In matters related to the execution of the hereby Agreement, the contact person

on the side of the ORDERING PARTY shall be: ..………..…., e-mail: …………………,

and on the side of the CONTRACTOR,................................email: …………………….

1. The Ordering Party shall cover the costs of travel of the Contractor from the place of his residence to Białystok and the return travel, the costs of accommodation in Białystok and statutory allowances in place in Poland.

**§ 4**

**TERM AND PLACE OF AGREEMENT REALIZATION**

1. The Agreement shall be valid from the date of its conclusion until 31.12.2025.
2. Classes shall be realized in the calendar year 2025.
3. All hours of classes shall be realized as part of a single block of classes within one day of the realization of the classes or they shall be divided into several days.
4. A detailed schedule of realization of classes shall be established by the Contractor in agreement with the Ordering Party after conclusion of the Agreement, no later however than 30 days prior to the planned commencement of realization of the classes.
5. Classes may commence no sooner than at 8:00 am of the local Polish time and end no later than at 7:00 pm of the local Polish time.
6. An employee designated by the Ordering Party shall guard the course of realization of the classes.
7. Classes will be conducted in a stationary form in the seat of the Ordering Party, that is, the Medical University of Bialystok, Poland.
8. The Contractor undertakes to sign the certificates of participation in classes for each participant. Certificates of attendance in classes will be prepared by the Ordering Party.

**§ 5**

**PAYMENT TERMS**

1. Payment for the realization of the subject of the Agreement shall be conducted on the basis of the correctly issued receipt/invoice delivered to the seat of the Ordering Party, that is, Ul. Jana Kilińskiego 1,
15-089 Białystok, Poland. The receipt/invoice may be sent via electronic means to the email address of the person authorized to represent the Ordering Party. Template of the receipt shall be sent by the Ordering Party via electronic post. Receipt/invoice should be delivered by the Contractor within 14 days from the conduct of the handover receipt of the subject of the Agreement.
2. The basis for the issuance of the receipt/invoice shall be the conduct of the handover of realized classes constituting the subject of the Agreement, confirmed by the handover protocol signed by both Parties without reservations. The protocol shall confirm the realization of the planned classes in line with the scope specified in the individual description of the subject of the order.
3. The Ordering Party shall carry out payment to the account within the term until 15th day of the subsequent month after the month in which the receipt was submitted, to the bank account of the Contractor no. IBAN: ……….………………………………………..,

SWIFT code: …………………………………………….. .

1. In case of payments on the basis of invoices, such a payment shall be carried out within 30 days from the date of delivery to the Ordering Party of the correctly issued invoice.
2. Payment shall be considered as realized on the date on which the bank burdens the account of the Ordering Party.
3. The Contractor cannot assign liabilities under the hereby Agreement onto any third parties without obtaining the prior written consent of the Ordering Party.

**§ 6**

**PROTECTION OF PERSONAL DATA**

1. In relation to the realization of the subject of the contract the Ordering Party shall authorize the Contactor to process personal data whose controller is the Ordering Party in the scope which is necessary to execute the hereby Agreement.
2. The Contractor undertakes to abide by the generally binding provisions of personal data protection, in particular, the General Data Protection Regulation, so-called GDPR, and internal legal acts in place, introduced by the Ordering Party concerning personal data protection.
3. The Contractor shall undertake to process personal data to which he obtains access in relation to the Contract execution solely for the purposes related to the conduct of the contract subject.
4. The Contractor undertakes to secure and maintain confidentiality - both in the course of the Agreement validity and after its termination or expiry - of personal data to which he obtains access in relation to the Agreement realization.
5. The Ordering Party shall be entitled to control the processing of personal data in relation to the execution of the hereby Agreement.
6. The Contractor shall bear full responsibility for damages constituting the consequences of his behaviours caused by non-compliant with the contract processing of personal data, in particular, damages caused by disclosing to unauthorized persons, collecting by an unauthorized person and changing, losing, damaging or destroying acts.

**§ 7**

**CONTRACTUAL PENALTIES**

1. The Contractor shall pay the Ordering Party a contractual penalty for:
	1. each delay in commencing or shortening each didactic hour by more than 15 minutes - at the level of the price of 1 didactic hour of classes per each case of the delay/shortening;
	2. Withdrawal from the Agreement or termination of the Agreement by either of the Parties due to causes resting on the side of the Contractor at the level of 20% of the gross value of the Agreement.
2. Payment of contractual penalties shall not exclude the compensation liability (supplement) of the Contractor towards the Ordering Party according to the principles specified in the Civil Code.
3. The Ordering Party reserves the right to claim compensation according to the general principles of the civil law regardless of contractual penalties for improper execution of the subject of the Agreement.
4. The Contractor expresses consent for deducting contractual penalties from the remuneration payable to him provided that such a deduction is allowed in light of the law.

**§ 8**

**RESOLVING DISPUTES**

All disputes which might occur in the course of the hereby Agreement shall be strived to be resolved by the Parties amicably. In case of lack of possibility of amicable resolving of disputes, they shall be resolved by the court with jurisdiction over the seat of the Ordering Party. The Agreement shall be subject to the Polish law.

**§ 9**

This concerns natural persons who are a party to the Agreement

1. The controller of your personal data is the Medical University of Bialystok with its seat at ul. Kilińskiego 1, 15-089 Białystok, represented by the Rector,
2. Contact details of the Data Protection Officer at the Medical University of Bialystok, email address: iod@umb.edu.pl,
3. Your personal data shall be processed for the purpose of realizing the Agreement pursuant to Art. 6 sec. 1 letter b of the General Data Protection Regulation from 27 April 2016
4. Your personal data shall be disclosed solely to persons authorized by the Data Controller,
5. Your personal data shall not be disclosed to any third parties on the basis of the Agreement on data entrustment and to entities authorized on the basis of the provisions of law,
6. Personal data shall be stored for a period of 5 years from the date of expiry or termination of the Agreement,
7. You have the right to access your data, amend them and transfer them.
8. You shall be entitled to remove your data, limit their processing, object against the processing if it is justified that there are circumstances in place, indicated in Art. 17, 18 and 21 of the General Data Protection Regulation from 27 April 2016,
9. You shall be obliged to submit complaints to the Chairman of the Office of Personal Data Protection when it is justified that personal data of the Contractor are processed by the Data Controller in breach of the General Data Protection Regulation from 27 April 2016,
10. Indication of personal data is obligatory in order to execute the Agreement.

**§ 10**

**FINAL PROVISIONS**

1. All changes to the hereby contract shall require a written form under the pain of nullity. The Ordering Party allows the possibility of conduct of changes in the Agreement, in particular, in case of:
	1. the necessity to reschedule the term of Agreement realization due to causes resting on the side of the Ordering Party;
	2. the occurrence of changes in the generally binding provisions of the law in the scope with an impact on the Agreement realization; however, the above shall require consent of both Parties to the Agreement;
	3. the necessity to change the circumstances which could not have been foreseen on the date of conclusion of the Agreement and the change is beneficial for the Ordering Party.
2. At the same time, the Parties declare that they shall not exercise changes to the provisions of the hereby Agreement nor introduce new contractual provisions that would be unbeneficial for the Ordering Party.
3. Through realizing the public task covered by the hereby Agreement, the Party realizing the Agreement undertakes to ensure architectural accessibility, digital accessibility and information-communication accessibility to persons with special needs at least in the scope specified by the minimum requirements specified in Art. 6 of the Act
of 19 July 2019 on ensuring accessibility to persons with special needs in the scope in which it is possible and justified due to the subject of the Agreement
4. The Contractor stipulates that he is not subject to exclusion from the proceeding pursuant to Art. 7 sec. 1 of the Act of 13 April 2022 on specific arrangements in the scope of counteracting support for aggression towards Ukraine and targeted at protection of national security.
5. In case of occurrence of an obstacle in realization of the Agreement caused, in particular, by the action of Force Majeure, the Contractor shall immediately notify the Ordering Party of the existing situation and the Parties shall agree the mode of further proceeding and potentially, new directions of the Agreement realization.
6. The Parties are exempt from liability for non-execution of their obligations stemming from the Agreement on account of the acts of Force Majeure.
7. Force Majeure shall be understood as an event or a combination of events independent of the Party to the Agreement, which prevents or significantly hinders execution of its obligations stemming from the Agreement, which could not have been foreseen by the Party and which could not have been prevented or counteracted through actions with due diligence.
8. The Party may draw reference to the occurrence of Force Majeure solely when immediately, however, no later than within 14 days, it notifies the other Party in writing of the existence of Force Majeure (with a description of the situation or event), the anticipated duration of Force Majeure and the estimated effects of occurrence of Force Majeure.
9. The Parties undertake to take the necessary steps to limit the damages caused by the occurrence of Force Majeure and to take all necessary actions in order to re-commence realization of the Agreement as soon as possible.
10. The Contractor undertakes to maintain confidentiality with respect to all information obtained in relation to the execution of the provisions of the hereby Agreement concerning legally protected secrets.
11. In case of any matters unresolved by the hereby Agreement, provisions of the Civil Code shall be applicable.
12. Any changes concerning provisions contained in the hereby Agreement shall require each time a written form of an annex under the pain of nullity with the exception of situations specified in the hereby Agreement.
13. The following appendices shall constitute an integral part of the hereby Agreement:
14. Detailed description of the subject of order – Appendix no. 1;
15. Contractor's Offer – Appendix no. 2;
16. The Agreement has been drawn up in two identical copies, one for the Contractor and one for the Ordering Party.

Ordering Party:

…………………………..……….

/date, signature and stamp/

Contractor:

…………………………..……….

/date, signature and stamp/

**Appendices:**

Appendix no. 1 Detailed description of the subject of order

Appendix no. 2 Contractor's Offer

\*Delete as appropriate