**CONTRACT FOR DELIVERY OF A RESEARCH SERVICE NO. …..**

Concluded in Kraków on ………………………. between:

…………………………………………………………………………………………………………………………………………………………………………………………………………………………………, Tax Identification Number (NIP) …………………………………,

hereinafter referred to as **the Commissioner**,

represented by:

…………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………. acting under …………………………………………………………………………………………………………………………………………

and

**Politechnika Krakowska im. Tadeusza Kościuszki in Kraków (Cracow University of Technology)**

**31-155 Kraków, 24 Warszawska St.**,

hereinafter referred to as **the Contractor**,

represented by:

the Head of the Department for Scientific Research – Anna Baś,

with the financial countersignature of the acting Bursar (the Chief Accountant) – Dorota Majewska, acting under the powers of attorney granted by the Rector.

**Art. 1**

1. The Commissioner commissions and the Contractor accepts to execute the commission no. …………………………….. of …….(date)………… to perform the following work: ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………..
2. The Contractor undertakes to complete the work referred to in point 1 no later than by ………………………….. and deliver it to the Commissioner in the following form: ………………………..
3. The work will be done in stages, in the manner specified below:[[1]](#footnote-1)
4. Stage I: completion date: …………………………., net amount: ……………………….. plus the applicable VAT
5. Stage II: completion date: …………………………., net amount: ……………………….. plus the applicable VAT
6. ………………………………………………

**Art. 2**

1. The remuneration of the Contractor (the contractual price) for the work specified in Art. 1(1) is agreed to be the following: …………………………………………….. net,(in words: …………………………………………………………………………..………………,00/100) plus the applicable VAT.
2. The remuneration for the completed work shall be paid by a bank transfer from the Commissioner’s account at ……………………..……………………(bank)…………., account no. ……………………………………………………………., following the receipt of the VAT invoice issued by the Contractor based on the delivery and acceptance report for the whole work or a separate stage thereof, within 14 days of the invoice receipt date, to the Contractor’s account indicated in the VAT invoice.
3. The Commissioner represents that they authorise the Contractor to issue the invoice for the works stipulated in this contract without the signature of the Commissioner as the recipient.

**Art. 2a**

1. Under the remuneration covered by this agreement, the Contractor undertakes to transfer to the Commissioner, without time or territorial restrictions, all proprietary copyrights and derivative rights (i.e. grants permission to the Commissioner to dispose of and use all adaptations of the works) to the works within the meaning of the Act of 4 February 1994, on Copyright and Related Rights (hereinafter individually referred to as the "Work", collectively as the "Works") created directly for the purpose of executing the provisions of this agreement by the Contractor.
2. The transfer of proprietary copyrights shall take place at the moment of payment of the remuneration by the Commissioner in all fields of exploitation known at the time of the conclusion of the Contract, and in particular:
	1. in the scope of recording and reproducing the Work or its part (fragment), producing copies of the Work by any technique, including printing, reprographic, magnetic recording, and digital technique on all types of digital recording media;
	2. in the scope of trading the original Work or copies on which the Work has been recorded – introducing into circulation, lending, or renting the original or copies;
	3. including and using in online and written publications;
	4. using the Work or its fragments within the Commissioner’s activities, including activities performed for third parties;
	5. in the scope of disseminating the Work in a manner other than specified in items 1 a) – d) – public performance, staging, screening, playing, broadcasting and re-broadcasting, as well as proving public access to the Work in such a way that everyone can access it at a place and time individually chosen by them.
3. Simultaneously with the acquisition of proprietary copyrights to the Works, the Commissioner acquires ownership of all copies on which the Works have been recorded.
4. The Contractor undertakes that in executing this agreement, they will comply with the provisions of the Act on Copyright and Related Rights and will not infringe on the proprietary rights of third parties, and the Works transferred to the Commissioner will be free from any encumbrances by those parties' rights.

**Art. 3**

1. The Contractor is entitled to introduce amendments and corrections to the work schedule, should they consider it advisable and practical, following a prior agreement with the Commissioner.
2. The Commissioner is entitled to review the progress of the commission execution and the obtained results at the Contractor’s. For this purpose, the Commissioner appoints ………………………….. as the consultant for the work and authorises them to monitor the progress of the work and to participate in the joint committee acceptance procedure thereof. The Contractor appoints ………………………………….. as the person responsible for the correct and timely execution of the work.
3. Should the work commencement be prevented or the work execution temporarily stopped as a result of the Commissioner’s failure to meet their obligations, the deadline for the work completion stipulated in Art. 1(2) shall be moved forward by the period of the delay in its commencement or the break in its execution.
4. If it transpires during the execution of the work that continuation thereof is impractical due to obtaining negative results or due to any other reason, the Contractor is entitled to stop the work with the obligation to inform the Commissioner immediately of this fact. The final decision in this matter shall be made by the Commissioner. A written form is required for the validity of the decision.
5. If the work execution has been discontinued upon the request of the Commissioner or both Parties have withdrawn from the contract thus discontinuing the work pursuant to point 4, the Commissioner is obliged to pay the remuneration due for the completed work in the amount corresponding to the actual advancement thereof.
6. Obtaining negative results of the work performed in compliance with the contract does not release the Commissioner from obligation to pay for the said work.

**Art. 4**

1. The Contractor is obliged to notify the Commissioner in writing (it is acceptable to use e-mail) of completion of each stage of the work and the execution of the whole commission.
2. The Commissioner is obliged to perform a joint committee acceptance procedure of the work, with the participation of the authorised representatives of both Parties, within the time limit of 14 days of the date of notification (referred to in point 1).
3. Should the Commissioner fail to perform the acceptance procedure within the time limit stipulated in point 2, the Contractor shall be authorised to prepare a one-sided acceptance report, which shall constitute the grounds for issuing the VAT invoice.
4. The findings made during the joint committee work acceptance procedure should be included in the delivery and acceptance report, which constitutes the grounds for making the financial settlement. In particular, the findings should refer to the following:
	1. the assessment of compliance of the performed work with the provisions of the contract,
	2. potential necessity to make corrections and supplements.

**Art. 5**

1. The Contractor is obliged to pay the Commissioner a contractual penalty:
	1. for withdrawing from the contract by their fault, in the amount of 10% of the contractual payment;
	2. for a delay in execution of the subject of the contract, in the amount of 0.1% of the contractual payment for each day of the delay;
	3. for a delay in removing faults found at acceptance, in the amount of 0.1% of the contractual payment for each day of the delay, counted from the expiry of the time limit stipulated for removing the faults.
2. The Commissioner is obliged to pay the Contractor a contractual penalty:
	1. for withdrawing from the contract by their fault, in the amount of 10% of the contractual payment;
	2. for a delay in delivery by the Commissioner of the data necessary to commence the work, in the amount of 0.1% of the contractual payment for each day of the delay;
	3. for causing a delay or interruption of the execution of the work by the Commissioner, in the amount of 0.1% of the contractual payment for each day of the delay;
	4. for failing to perform the joint committee work acceptance procedure within the time limit of 21 days of the date of notification (referred to in Art. 4(1)), in the amount of 0.1% of the contractual payment for each day of the delay.

The total sum of contractual penalties due to the Parties entitled thereto may not exceed 20% of the contractual price.

**Art. 6**

1. Each Party agrees not to disclose any information related to the conclusion of the Contract, nor any commercial, technological, production, or organizational information of the other Party obtained in connection with the execution of the provisions of this Contract.
2. The Parties shall be exempt from maintaining the confidentiality of confidential information if the obligation to disclose such information arises from applicable laws. In each such case, the Party shall be obliged to:
	1. immediately inform the other Party of the obligation to disclose confidential information or of the disclosure made, indicating the scope of the disclosure and the person or persons to whom the disclosure is to be made or has been made, unless this would be contrary to the law,
	2. disclose only the necessary part of the confidential information,
	3. take all possible measures to ensure that the disclosed confidential information is treated confidentially and used only for purposes justified by the purpose of the disclosure.
3. The Parties agree to keep confidential all information regarding the commercial aspects of their cooperation, and where disclosure of such information is necessary, particularly to persons responsible for supervision and consulting, they are obliged to ensure that these persons comply with confidentiality obligations.

**Art. 7**

1. All amendments and supplements to the content of this contract (including the provisions stipulated in Art.3(1)) may only be made in the form of annexes signed by both Parties.
2. Any possible disputes arising from the execution of this contract which the Parties will fail to resolve by way of mutual agreement shall be settled under the jurisdiction of the competent court.
3. The Parties represent that:
	1. they are familiar with and observe the provisions on personal data protection, and in particular, that as of the day of the Regulation (EU) 2016/679 of the European Parliament and of the Council of the 27th April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data coming into force and repealing the 95/46/EC Directive (EU OJ L 2016.119.1), hereinafter – “GDPR,” i.e. that as of the 25th May 2018, they have implemented the adequate technical and organizational measures to ensure that the personal data processing complies with the requirements of the GDPR and protects the rights and freedoms of persons to whom the data refer;
	2. in particular, they meet the notification obligation regarding the entitled persons, deriving from Art. 13 of the GDPR, and, where necessary, obtain the consent of natural persons, pursuant to Art. 6(1)(a) of the GDPR.

**Art. 8**

1. All matters resulting from the conclusion of this contract which have not been regulated therein shall be settled under the provisions of:
	1. the Act of the 20th July 2018 – Law on Higher Education and Science (J. of L. 2023 item 742, i.e. as amended);
	2. the Civil Code (J. of L. of 2023 item 1610, i.e. as amended)
2. The contract has been drafted in two identical copies, one copy for the Commissioner and one copy for the Contractor.
3. Additional contractual provisions: ……………………………………………………………………………………………

**COMMISSIONER: CONTRACTOR:**

1. Complete if the stages are subject to separate invoicing [↑](#footnote-ref-1)