AGREEMENT No IBD/D/……../2023

(Modification dated 28.06.2023)

between:

**M. Nencki Institute of Experimental Biology** acting on the basis of registration in the Register of Scientific Institutes, Registry No: RIN-II-21/98 at the address: 3 Pasteura Street, 02-093 Warsaw, NIP: 5250009269, REGON: 000325825

hereinafter referred to as the “Buyer” represented by

and

................................................................................, with the registered office at: ...................................., ..........................., NIP: ....................... , REGON: .....................................

represented by:

- ...................................................................................

hereinafter referred to as the Seller

In accordance with the provisions of the Act of September 11, 2019 (Journal of Laws of 2019, item 2019, as amended) - …………….. of the Act - Public Procurement Law, the provisions of the above-mentioned provisions shall not apply to the implementation of this contract the law.

Funding: ………………………………………………………….

§ 1

1. The Seller hereby undertakes to sell and deliver**: ……………………………………………** according to the Seller’s bid to the request for quotation no. …../2023, dated ……………………… (Appendix No. 1).

§ 2

1. For the performance of the Subject of this Agreement, the Seller shall receive total remuneration in the net amount of ……………………….PLN net (in words: …………………………………………), including:
* Controller …………………………….PLN net
* Cooling insert ………………………PLN net
1. The amount specified above is fixed and shall not be adjusted.
2. The Seller will issue two separate invoices for the completion of the subject of the order (for the controller and the cooling insert).
3. The Seller is obliged to send invoices in electronic form (PDF) to the address **faktury@nencki.edu.pl** no later than 7 days from the date of completion of the contract.
4. The Buyer declares that it agrees to receive VAT invoices in electronic form in PDF format ((in accordance with the declaration constituting Appendix No. 2 this Agreement).
5. The parties declare that electronic invoices will be sent and received in a manner that ensures the authenticity of origin, the integrity of the content and legibility of invoices, as well as their easy retrieval.
6. Payment shall be made within 21 days of receipt of properly issued invoice in electronic format (PDF) to the address **faktury@nencki.edu.pl****,** by transfer based on the invoice bearing the contract number, issued on the basis of the acceptance report signed without reservation by the parties, to the account of the Seller indicated in the invoice.
7. The payment shall be deemed effected on the day when the Buyer submits the transfer order to the Seller’s bank account specified in the Agreement.
8. The above amount excludes VAT, which is payable by the Buyer in accordance with binding regulations. VAT UE: PL 525 000 92 69.

§ 3

1. The Seller represents and warrants that it is and shall remain during the period of performance and settlement of the contract, registered as an active taxpayer of goods and services tax and has the NIP number ..............
2. The Buyer will make payments to the bank account no. .....................................................
3. The Seller confirms that the bank account indicated by him, on the basis of which the Buyer is to make payments, is a settlement account referred to in art. 49 item 1 point 1 of the Act of 29 August 1997. - Banking Law and has been reported to the appropriate tax office.
4. The Seller confirms that the bank account indicated in the invoice or other document issued hereunder, on the basis of which the Principal is to make payment, is recorded and disclosed throughout the duration and settlement of the Agreement in the list referred to in Article 96b(1) of the Tax on Goods and Services Act of 11 March 2004, maintained by the Head of the National Tax Administration (Journal of Laws 2020.0.106 hereinafter: the List).
5. The Seller undertakes to notify the Principal within 24 hours of deletion of its bank account from the List or loss of its status as an active VAT payer. Breach of this obligation shall result in a claim for damages up to the amount of the loss incurred.
6. In the event that a bank account is not shown in the List, the Contracting Authority reserves the right to withhold payment until the situation is clarified and a bank account is identified that will allow the payment to be recognized as a deductible expense under tax law.
7. The suspension of payments referred to in the preceding paragraph shall not have any adverse consequences for the Buyer, including in particular the obligation to pay interest on arrears or contractual penalties to the Seller.
8. When making payments, the Buyer may use the split payment mechanism referred to in the Act of March 11, 2004 on Goods and Services Tax (Journal of Laws 2020.0.106).
9. The Seller represents that it is on the taxpayer white list.

§ 4

1. The Seller agrees to pay the Buyer a contractual penalty in the event:
2. in the event of any delays in the performance of the subject of the contract, except for cases caused by force majeure, the Buyer is entitled to charge contractual penalties in the amount of 0.1% of the net value of the subject of the contract for each day of delay, but not more than 10% of the net value of the subject the contract.
3. for withdrawing from the Agreement for reasons beyond the control of the Buyer in the amount of 10% of the net value of the subject of the contract.
4. for delivery of an invoice after the deadline referred to in § 2 par. 3, i.e.: after 7 days from the order completion date, in the amount of 0.5% of the net price specified in § 2 par. 1, for each day of delay.
5. In case of delay in the invoice payment, the Buyer shall pay statutory interest to the Seller.
6. The Parties may be exempt from responsibility resulting from this Agreement only by acts of force majeure that could not have been foreseen or prevented (such as a delay in production at the manufacturer due to quality or other issues).

§ 5

The Parties have agreed on the following representatives who will be responsible for the implementation of the provisions of this Agreement, and in particular for signing performance reports referred to in this Agreement:

* For the Buyer: …………………………, tel. …………………………….., e-mail: ……………………………….
* For the Seller: …………………………………….. tel. ……………………………….. e-mail: ……………………………………….

§ 6

The Subject of this Agreement shall be completed within:

- controller - up to ………..…from the date of signing the Agreement

- cooling insert – up to ………….. from the date of signing the Agreement

§ 7

The Seller shall accept the return and exchange of faulty or transport damaged parts, and to replace them on the Seller’s expense within 30 days of the invoice date.

§ 8

The warranty period - ……………………………..

§ 9

In accordance with the requirements of Article 14 of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (RODO), where applicable,
the parties undertake to provide the information required under Article 14 of the RODO to their representatives and the persons employed by them whose personal data will be disclosed to the other party to the Agreement as Data Controller in connection with the conclusion and performance of this Agreement. For this purpose, the parties will provide the Information Clause to fulfil the information obligation concerning them, so that the other party can present it to the aforementioned persons.

The RODO information clause of the M. Nencki Institute of Experimental Biology of the Polish Academy of Sciences is included in Appendix No. 3 to the Agreement.

§ 10

1. The Buyer may terminate this Agreement in writing within 30 days of becoming aware of a material change in circumstances resulting in the performance of the agreement not being in the public interest. In such a case, the Seller shall be entitled to remuneration due for the performed part of the delivery.
2. Any amendments to this Agreement must be made in writing in order to be valid.
3. The Parties shall be obliged to inform each other about any change in their legal status and about filing for bankruptcy, arrangement and liquidation procedures.

§ 11

1. This Agreement will be governed and construed in accordance with the laws of the Republic of Poland only.
2. To any matters not settled herein, the provisions of the Civil Code and the Public Procurement Law shall apply.
3. Any disputes resulting from the performance of this Agreement shall be settled out of court and should no agreement be reached, the dispute shall be referred to the court having jurisdiction over the Buyer’s seat.
4. This Agreement has been signed in two counterparts, one for the Buyer and one for the Seller.
5. The date of conclusion of the Agreement is the date of signing by the Buyer.

 **SELLER BUYER**

**Appendix No. 2**

**DECLARATION
ON CONSENT TO ELECTRONIC TRANSMISSION OF INVOICES**

RECEIVER DATA:

**Marceli Nencki Institute of Experimental Biology, Polish Academy of Sciences**

3 Pasteura St., 02-093 Warsaw

REGON: 000325825, NIP 525-000-92-69, RIN: RIN-II-21-98

Contact phone : 22 5892498

INVOICE ISSUER DETAILS:

**Company name**

Address

KRS ................., NIP ......................

Contact Tel :

1. We hereby declare that we consent to receive in electronic form VAT invoices in PDF format (including duplicate VAT invoices) issued for services rendered and goods supplied, pursuant to art. 106n paragraph 1 of the Law on tax on goods and services of 11.03.2004r. (consolidated text - Journal of Laws of 2021, item 685 as amended).
2. Please send invoices via email to the email address below:

|  |
| --- |
| E-mail address: faktury@nencki.edu.pl |

Invoices sent to this address shall be deemed effectively delivered

1. Electronic transmission of invoices will be done from the email addresses of the Exhibitor's Customer Service Team employees, with the domain :

|  |
| --- |
| Exhibitor domain: ................................... |

1. A change of the e-mail address indicated for receipt of electronic invoices or withdrawal of this declaration must be made in writing. This shall take effect from the day following receipt of the declaration. In case of failure to comply with this obligation, invoices sent to the address as set out in section 2 will be deemed effectively delivered.
2. We undertake to accept the invoices referred to in point 1 of this declaration in paper form, in case technical or formal obstacles make it impossible to send invoices electronically.
3. Correction invoices and correction notes will be sent both electronically and in hard copy to the Recipient's address with a note to the Office.

**Appendix No. 3 the Agreement to which the M. Nencki Institute of Experimental Biology PAS is a party - Information clause regarding the rules of processing personal data in connection with the conclusion of the agreement**.

In accordance with Article 14 of Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (RODO), we inform you that:

1. the Marceli Nencki Institute of Experimental Biology of the Polish Academy of Sciences, with its headquarters at 3 Ludwik Pasteur Street, 02-093 Warsaw, Poland, has received your personal data from your Employer (the source of the data) and has become its Administrator under the contract in force for the provision of services in order to contact you as its executors or representatives.

(2) The Administrator has appointed a Data Protection Officer who can be contacted at telephone number (22) 5892 275 or e-mail address: iod@nencki.edu.pl

(3) Your personal data has been obtained from your Employer for the purpose of entering into and performing the contract and for the purpose of contacting you as an enforcer or representative of the entity.

 4 The legal basis for processing your personal data is:

- Article 6(1)(b) of the RODO - i.e. processing is necessary for the performance of a contract to which the data subject is a party or in order to take steps at the request of the data subject prior to entering into a contract:

- Article 6(1)(f) of the RODO - the Administrator's legitimate interest to contact you as the person responsible for the performance of the contract on the part of your employer, your personal data will be processed for the purpose of contact and performance of the contract.

5 The scope of the data processed: name and linked business email and phone.

The personal data will be processed for the period necessary for the realization of the objective mentioned in point 3 (i.e. realization of the agreement) and for the expiration of claims resulting from it, as well as for fulfilling other legal obligations of the Administrator, among others archiving obligations.

(7) Access to personal data may have only authorized employees and associates of the Data Controller and entities that have a separate legal basis under applicable law.

 (8) Personal data will not be transferred to a third country or international organization.

(9) Personal data will not be subject to profiling and automated decision-making with significant legal consequences for you.

10 You have the following rights:
- The right to require the Controller to access personal data concerning you, to rectify it if it is inaccurate, to erase or restrict processing (if applicable), and the right to object to processing (if applicable) and the right to data portability (if technically possible). The scope of each of the above rights and the situations in which you may exercise them are determined by law. The possibility of exercising some of the above rights may depend on, among other things, the legal basis, purpose or manner of processing of personal data.

- The right to lodge a complaint to the supervisory authority: The President of the Office for Personal Data Protection, if you consider that the processing of your data is unlawful.

To exercise the above rights, please send an email to: iod@nencki.gov.pl or contact us by phone: (22) 5892 275.

If you are not satisfied with the way the Administrator processes your personal information, please notify us of the problem and we will investigate any irregularities that arise.