**APPENDIX No. 7 to the ToR**

**AGREEMENT NO. AZP.25.2.1.2025** (TEMPLATE)

concluded on …………………….. by and between:

**Medical University of Bialystok, Kilińskiego 1, 15-089 Bialystok,**

hereinafter referred to as **the Ordering Party,**

represented by:

…………………………………………………...

and

...................................................................................., entered into the register of entrepreneurs under number ………….

represented by: .........................................................

hereinafter referred to as **the Contractor**,

The Contractor was selected in accordance with Art. 132 of the Act of September 11, 2019, Public Procurement Law (Journal of Laws of 2024, item 1320).

**Subject of the contract**

**§ 1**

1. The subject of this contract is the provision of services by the Contractor in the scope of effective recruitment of students for a 6-year MD programme, conducted in English at the Medical University of Bialystok according to the six-year programme in force in the European Union, for the three consecutive academic years, from area of: Spain.
2. Effective recruitment of a student is understood as recruitment of a candidate for studies, who will be qualified by the Faculty Recruitment Committee of the Ordering Party and will pay on time the full amount of tuition fees in the required amount for the first year of studies.
3. The Ordering Party declares that it has a highly qualified academic staff and meets other necessary conditions for conducting paid education of students in the field of medicine at the Faculty of Medicine with the Division of Dentistry and Division of Medical Education in English and undertakes to meet them until the end of the planned period of student studies  
   (taking into account the possible extension of this period in accordance with the Study Regulations).
4. The Contractor declares that it has appropriate legal, organizational-financial and promotional capabilities to meet the conditions of this contract.
5. It is allowed to recruit students for subsequent years of studies by the Contractor, on the basis of transfer from another Polish or European medical university, conducting comparable education programs in English.
6. The Ordering Party recognizes the Contractor as an official representative in contacts with candidates for studies and their parents/legal guardians.
7. The Contractor undertakes to effectively recruit candidates meeting the recruitment requirements of the Ordering Party, who will be admitted to the first year of studies, in a number **not less than 3**, and **not more than 80 people**. The Contractor will receive remuneration exclusively for candidates admitted to studies by the Ordering Party.
8. The Ordering Party reserves the right to directly recruit candidates from the area covered by the contract, in a situation where the candidate will apply to the Ordering Party bypassing the Contractor, in this case the Contractor is not entitled to remuneration.
9. Completion of studies is confirmed by a doctor’s diploma of the Medical University in Bialystok along with a copy in English.

**Deadlines**

**§ 2**

1. The contract is concluded for a definite period, i.e. until August 31, 2028, and includes recruitment for the following academic years:

- recruitment until August 31, 2025 - for the academic year 2025/2026,

- recruitment until August 31, 2026 - for the academic year 2026/2027,

- recruitment until August 31, 2027 - for the academic year 2027/2028.

1. The Ordering Party conducts student education, implementing a six-year paid education program in the field of medicine in English from the day of the start of a given academic year in each subsequent academic year.
2. The Contractor effectively recruits students for the first year of studies until the last meeting of the Faculty Recruitment Committee of the Ordering Party, i.e. until August 31 of each calendar year. The deadlines related to recruitment and submission of documentation of candidates preliminarily qualified by the Contractor, the Parties agree separately.
3. The final list of students starting studies will be established in October of each calendar year. The number of students admitted to studies by the Ordering Party and studying at the end of October, will be the basis for financial settlements between the Contractor and the Ordering Party.

**Contractor’s Duties**

**§ 3**

1. The Contractor cooperates with the Ordering Party to efficiently conduct the recruitment of candidates for medical studies in English conducted by the Ordering Party.
2. The Contractor, at the request of the Ordering Party, presents a report containing a description of the aforementioned promotional activities for the period indicated in the application.
3. The Contractor conducts preliminary qualification and recruits’ candidates applying for admission to studies, completes documentation, taking into account the compliance of regulations in force in the countries indicated in § 1 para. 1 and in Poland. As part of effective student recruitment, the Contractor is responsible for: informing the candidate about the recruitment conditions set by the Recruitment Committee, answering questions from potential candidates, informing and helping in filling out the electronic application, sending informational materials, checking applications in accordance with the recommendations and requirements set by the Ordering Party, and completing documentation required based on applicable regulations and internal regulations of the Ordering Party.
4. The Contractor informs students about the education offer, recruitment procedures, study regulations, tuition fees and accommodation fees, about social and living conditions in Poland.
5. The Contractor provides detailed information and assistance regarding obtaining a student visa.
6. The Contractor helps students in dealing with necessary formalities related to arrival and commencement of classes at the Ordering Party.
7. The Contractor cooperates with the Ordering Party in matters related to the organization and course of 6-year English-language studies, as well as in solving current student matters.
8. The Contractor helps the Ordering Party in enforcing the payment of due tuition from students, including, among others, informing appropriate student loan banks about payment arrears of borrowers in relation to the Ordering Party.
9. The Contractor undertakes to cooperate with the Ordering Party in organizing the so-called "orientation week", consisting of familiarizing them with the layout of the University buildings, in which classes are held, and other basic issues related to functioning in Poland before the start of the academic year.
10. The Contractor undertakes to provide the Ordering Party, in paper and electronic form:

* currently applicable rules in the education system of a given country, scale of grades, pattern of current certificates - confirmed by the Education Office or ministry responsible for education and upbringing of a given country covered by the recruitment scope,
* on an ongoing basis, current information on changes in the education system in countries covered by the recruitment scope.

1. The Contractor is obliged to provide the Ordering Party with a list of students along with information contained in Appendix No. 1 to the contract.
2. The Contractor designates for the implementation of the order:
3. one person with knowledge of English at least at B2 level - ……………………………………………,
4. one person, who in the last 3 years before the deadline for submitting offers, participated in activities, the result of which was directing to medical universities at least 10 applications, enabling effective recruitment of students by university recruitment committees - ……………………………… *(according to the offer).*
5. The person indicated in para. 12 point 1 is obliged to remain in constant contact with the Ordering Party for the entire duration of the contract.

**Ordering Party's Obligations**

**§ 4**

1. The Ordering Party undertakes to conduct paid six-year studies in the field of medicine at the Faculty of Medicine with the Division of Dentistry and Division of Medical Education in English with English as the language of instruction, in accordance with the program and teaching principles applicable in Poland.
2. The Ordering Party cooperates with the Contractor to improve the international promotion of the Ordering Party and successful recruitment of candidates for studies, by sending appropriate folders and catalogues, as well as providing information about the medical education program in English conducted by the Ordering Party.
3. The Ordering Party will inform the Contractor on an ongoing basis about the conditions and sums of payments made by students to the Ordering Party.
4. The Ordering Party cooperates with the Contractor in matters related to the organization and course of six-year English-language studies, as well as in solving current student matters.
5. The Ordering Party allows students to use university accommodation facilities subject to a fee.
6. The Ordering Party undertakes to provide the Contractor each time (and publish on the website) a list of necessary recruitment documents no later than April 1 of the year in which recruitment is conducted.

**Remuneration and Payment Conditions**

**§ 5**

1. The lump-sum remuneration of the Contractor for each effectively recruited student, established as a result of the tender, amounts to net ………………. EURO plus the due VAT ……………….. EURO, i.e., the gross amount of ………………. EURO, subject to para. 10.
2. If the Contractor's activities under this contract are qualified as an "import of services" on behalf of the Ordering Party, the tax obligation in the scope of goods and services tax shall burden the Ordering Party. In such a situation, the Contractor issues an invoice for the net amount.
3. The Contractor's remuneration is the product of the lump-sum remuneration referred to in para. 1 and the number of students admitted to studies by the Ordering Party.
4. The Contractor is not entitled to remuneration for a candidate recruited by the Contractor who will not be admitted to studies by the Ordering Party.
5. In the event that a candidate recruited by the Contractor is removed from the list of students, regardless of the reason, in the first year of studies, and then re-recruits for the first year of studies in the next academic year without the Contractor - in such a situation the Contractor shall not be entitled to remuneration for re-recruitment.
6. In the event that a candidate recruited by the Contractor is removed from the list of students, regardless of the reason, during the first semester of the first year of studies, and then re-recruits for the first year of studies in the next academic year with the participation of the Contractor, in such a situation the Contractor shall be entitled to remuneration for re-recruitment. If a candidate recruited by the Contractor is removed from the list of students, regardless of the reason, during the second semester of the first year of studies, and then re-recruits for the first year of studies in the next academic year with the participation of the Contractor, in such a situation the Contractor shall be entitled to half of the remuneration for re-recruitment.
7. The Parties agree on the following rules for payment by the Ordering Party of remuneration to the Contractor:
   1. the remuneration referred to in para. 1, payable by transfer made by the Ordering Party by November 15 of each academic year preceded by effective student recruitment by the Contractor, subject to payment of tuition to the Ordering Party by the recruited student and delivery to the Ordering Party of a correctly issued invoice. The invoice will be delivered within 14 days from the day of sending written information by the Ordering Party to the Contractor, about students recruited for the first year of studies in the next academic year, who have paid the due tuition to the Ordering Party, and in the case of students recruited for the second to fifth years of studies - payment of tuition and completion of one full semester of studies at the Ordering Party,
   2. is allowed, on a justified request of the Contractor, to pay the remuneration or its part before the deadline specified in point 7.1 of this paragraph, subject to payment of tuition to the Ordering Party by the recruited student,
   3. if the payments of first-year students is made in two instalments, in accordance with foreign conditions of academic bank loans, then the Ordering Party will make a payment to the Contractor's account for his remuneration in the given academic year in two instalments, i.e., by November 15 and by March 15 of the next calendar year for students recruited for the given academic year, subject to payment of tuition by the student,
   4. if a student recruited by the Contractor applies to the Faculty authorities for consent to pay tuition at a later date than June 30 of the given academic year, then the payment of the due remuneration to the Contractor for such a student will be possible after the student makes the payment (regardless of whether the payment will be made once for the entire academic year, or in instalments).
8. In the case indicated in § 1 para. 5, the Contractor is entitled to remuneration established according to the principle: for each year remaining until the planned completion of studies, remuneration is due in the amount of 18% of the remuneration specified in para. 1 - for each student admitted on the basis of transfer from another Polish or European medical university for the years of study II-V, subject to documentation by the Contractor of the activities undertaken, as a result of which the Ordering Party recruited a student - payable within 30 days from the end of a full semester of studies by the transferred student. In the case of resignation or deletion of such a student, para. 5 and 6 apply accordingly.
9. In the event of a student's resignation or deletion of a student before completing the first semester of studies, the remuneration for the student paid by the Ordering Party to the Contractor is subject to full refund. In the event of a student's resignation or deletion of a student before completing the second semester of studies, the remuneration for the student paid by the Ordering Party to the Contractor is subject to a 50% refund. The amount of remuneration to be refunded is subject to settlement at the next nearest payment of remuneration by the Ordering Party to the Contractor by deduction. In the case of the last year of the contract, the Contractor will refund the remuneration for a student who resigned from studies or was deleted before completing the first or second semester of studies - within 30 days from the date of the call for a refund.
10. In the event that the Ordering Party has more than one agreement with the Contractor regarding the effective recruitment of students from "other" areas or directly indicated countries, the Contractor is entitled to remuneration in the lowest amount for a given area/country resulting from the agreements concluded by the Contractor with the Ordering Party.
11. The remuneration due to the Contractor will be paid by the Ordering Party to the Contractor's bank account number ……………………………………….. The Parties recognize the date of debiting the Ordering Party's bank account as the payment date.
12. The basis for issuing an invoice for students recruited for the first year of studies is written information from the Ordering Party sent to the Contractor, about students recruited for the first year of studies, who have paid the due tuition to the Ordering Party, and in the case of students recruited for the second to fifth years of studies - payment of tuition and completion of one full semester of studies at the Ordering Party.
13. The maximum value of the Contractor's remuneration will not exceed the amount: …………………… EURO, in words: …………………… EURO\*.
14. The minimum value of the Parties' performance will not be less than 3.75% of the value indicated in para. 13.
15. The Contractor's remuneration is fixed, unchanged for the entire duration of the contract, except for cases specified in the contract.

**Withholding Tax for Foreign Contractors**

**§ 5a**

1. Based on Art. 21 of the Personal Income Tax Act, the income of foreign entities, not having a headquarters or management in Poland, earned from the provision of advertising services, is taxed with income tax at a flat rate of 20% from each amount paid to a foreign person. This provision applies taking into account agreements on the avoidance of double taxation, of which the Republic of Poland is a party, provided that the contractor submits a certificate of residence confirming the taxpayer's place of residence. In accordance with Art. 26 para. 1 of the Personal Income Tax Act, the Ordering Party as a taxpayer may not withhold tax, provided that the Contractor's place of residence abroad for tax purposes is documented, obtained from the Contractor's certificate (certificate of residence), issued by the appropriate tax administration authority of the Contractor's country of residence.
2. The Contractor being a foreign entity, is obliged to submit, no later than before the first payment of remuneration by the Ordering Party, a certificate of residence in the original or in a notarially certified copy. The electronic form of the certificate is only permissible if it is the only form of issuing the certificate by the appointed tax administration authority.
3. As long as the certificate of residence does not contain a validity period, the Ordering Party takes this certificate into account only for a period of 12 months from the date of its issue. If the taxpayer's place of residence has changed during this time, the Contractor should immediately document the place of residence with a new certificate of residence.
4. After a period of 12 months from the issuance of the certificate, the Contractor is obliged to submit a certificate of residence for subsequent periods of the contract and payments made by the Ordering Party.
5. In the event of non-submission of a certificate of residence, the Ordering Party will reduce the amount of remuneration to be paid to the Contractor, by the amount of income tax at a flat rate of 20% from each amount paid to the Contractor. The deducted amount will be transferred by the Ordering Party to the account of the appropriate tax office.

**Contractual Penalties**

**§ 6**

1. The Contractor will pay the Ordering Party a contractual penalty:
   1. for withdrawal from the contract by the Ordering Party or the Contractor for reasons for which the Contractor is responsible - in the amount of 15,000 EURO,
   2. for not presenting the minimum number of candidates required by the contract who meet the requirements of the Ordering Party 250 EURO for each missing candidate,
   3. for lack of payment or untimely payment of remuneration due to subcontractors due to a change in the amount of remuneration, referred to in Art. 439 para. 5 of the APP, the Contractor will pay the Ordering Party a contractual penalty in the amount of 500 EURO,
   4. for lack of participation in the implementation of the order by the person indicated in § 3 para. 12 point 1 or 2 in the amount of 5,000 EURO.
2. In the event of improper performance of obligations contained in § 3 para. 10 of this contract, the Ordering Party calls for the removal of irregularities within 30 days. In the event of an ineffective lapse of the indicated period, the Ordering Party is entitled to charge a penalty in the amount of 1,000 EURO for each day after the expiry of the indicated period.
3. The Ordering Party will pay the Contractor a contractual penalty for withdrawal from the contract by either Party for reasons for which the Ordering Party is responsible – in the amount of 15,000 EURO, except for the situation described in § 8 para. 1 point 1 of the contract.
4. The total amount of contractual penalties that a Party to the contract may claim cannot be higher than 20% of the maximum remuneration specified in § 5 para. 12 of the contract.
5. The Parties are entitled to claim damages exceeding contractual penalties up to the amount of damage actually incurred.

**Changes and Termination of the Contract**

**§ 7**

1. Any changes to this contract require a written form for their validity under the penalty of nullity and will be permissible within the limits of the regulation of Article 455 of the Public Procurement Law.
2. In the event of changes, during the implementation of the contract:
3. rates of VAT and excise tax,
4. the amount of the minimum wage or the minimum hourly rate, established on the basis of the Act of October 10, 2002 on the minimum wage,
5. principles of social security or health insurance or the amount of the social security or health insurance premium rate,
6. principles of accumulation and the sums of contributions to employee capital plans, referred to in the Act of October 4, 2018 on employee capital plans,

- should these changes affect the costs of performing the order by the Contractor, the remuneration referred to in § 5 of the contract may undergo appropriate changes, but not earlier than the date of entry into force of the regulations from which the above changes result.

1. Each time before introducing a change in remuneration, referred to in para. 2, the Contractor is obliged to present to the Ordering Party in writing the justification of the impact of the above change on the costs of performing the order and a proposal for new remuneration, confirmed by referring to the appropriate regulations from which the above change results. The change in remuneration takes place after obtaining the acceptance of the Ordering Party, in the form of an appendix to the contract.
2. In accordance with the provisions of Art. 439 para. 1 of the APP, the Ordering Party provides for the possibility of changing the remuneration specified in § 5 para. 3 at the request of the Contractor on the following principles:
   1. Indexation is due after the month in which the WW(n) index exceeds 1.1, calculated in accordance with the formula indicated below in point 2), thus the Parties recognize that the increase in the value of the WW(n) index, to the level of 1.1, is within the scope of the contract risk.
   2. The indexation index WW(n) is determined by multiplying the price indices of consumer goods and services for subsequent months starting from the month in which the offer was opened (month 0 when the index is equal to 100) to the month for which the invoice will be issued (month n-th) according to the following formula:

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where:

„Ww (n)" – index of valorisation for the nth month

„a" - a constant coefficient of value 0.0 - illustrating the part of the remuneration that is not subject to valorisation (non-valorised element)

„W0" – index "0" from the month of opening the offer = 100

„W1" – index "1" from the next month after the month of opening the offer (index of consumer goods and services prices published by GUS, in the previous month = 100 layout)

„W2”, „W3",… – indices "2", "3", … from subsequent months after the month of opening the offer (index of consumer goods and services prices published by GUS, in the previous month = 100 layout)

Wn-1– index "n-1" from the month preceding the month for which the invoice will be issued (index of consumer goods and services prices published by GUS, in the previous month = 100 layout)

„Wn" – index "n" from the month for which the invoice will be issued (index of consumer goods and services prices published by GUS, in the previous month = 100 layout)

Price index ratios should be calculated to three decimal places, while the result of products, i.e., the valorisation index WW(n) should be calculated to 4 decimal places.

1. When applying for the settlement of remuneration for a given settlement period, the Contractor will calculate preliminary values of valorised amounts for services performed in each month, using the last of the calculated valorisation indices after reducing by 0.1, i.e., the established contract risk.
2. Net amounts payable to the Contractor will be valorised starting from the next month when the valorisation index Ww(n) exceeds 1.1. Due to the lack of a current index (publication of indices in GUS bulletins is delayed), valorisation for the current settlement period will be finally calculated when GUS publishes the index for the month covered by the settlement of the Contractor's remuneration. The values of the index established in this way will be corrected using the valorisation index appropriate for the month to which the given remuneration settlement referred, immediately after their publication.
3. In the situation when the settlement of the Contractor's remuneration covers the settlement period, which will include two or more months, as the appropriate valorisation index, the arithmetic average of the valorisation indices calculated for subsequent months covered by the settlement period should be adopted.
4. The maximum total value of the remuneration change that the Ordering Party allows for the valorisation of the contract is 5% of the gross contract value specified in § 5 para. 12 of the contract.

5. A change in the contract requires the submission of a written request to the other party, in which the relationship between the change in the prices of consumer goods and services and the amount of remuneration for the implementation of the subject of the order will be demonstrated.

6. If the Contractor's remuneration is valorised in accordance with Art. 439 para. 1-3 of the APP, the Contractor is obliged to change the remuneration due to the Subcontractor and accordingly the Subcontractor to the further Subcontractor, with whom he concluded a contract, if the following conditions are met together: the subject of the contract is construction works, supplies or services and the duration of the contract together with annexes exceeds 6 months. Valorisation will take place on analogous principles as the valorisation of the Contractor's remuneration, provided that the valorisation indices of remuneration will be calculated in relation to the day of concluding the contract between the Contractor and the Subcontractor, or the Subcontractor and the further Subcontractor.

7. The Ordering Party allows for a change of persons indicated in § 3 para. 12 point 1 and 2 of the contract on a justified request of the Contractor, provided that the new persons meet the ToR requirements.

**The change of persons takes place after obtaining the acceptance of the Ordering Party, in the form of an annex to the contract.**

**§ 8**

1. The Ordering Party may withdraw from the contract:
2. within 30 days from the day of receiving the news about the occurrence of a significant change in circumstances causing that the performance of the contract is not in the public interest, which could not be foreseen at the time of concluding the contract or further performance of the contract may threaten the basic interest of state security or public security;
3. if at least one of the following circumstances occurs:

a) The contract has been changed in violation of Art. 454 and Art. 455 of the APP,

b) The Contractor was subject to exclusion under Art. 108 of the APP at the time of concluding the contract,

c) The Court of Justice of the European Union has found, within the procedure provided for in Art. 258 of the Treaty on the Functioning of the European Union, that the Republic of Poland has failed to fulfil the obligations incumbent on it under the Treaties, Directive 2014/24/EU, Directive 2014/25/EU and Directive 2009/81/EC, due to the fact that the Ordering Party awarded the contract in violation of the European Union law.

1. In the case referred to in paragraph 1 point 2 letter a, the Ordering Party withdraws from the contract in the part to which the change relates.
2. The Ordering Party has the right to withdraw from the contract also in the following cases:
3. The Contractor, for reasons dependent on him, did not undertake the implementation of works within 30 days from the date of conclusion of the contract or within 15 days from the written call by the Ordering Party to start or continue them;
4. The Contractor, despite previous written reservations of the Ordering Party, does not perform the contract in accordance with the contractual conditions, in particular when the total amount of contractual penalties charged to the Contractor exceeds the level indicated in § 6 paragraph 4.
5. The Ordering Party may withdraw from the contract within 30 days from receiving the news about the above circumstances. Withdrawal from the contract should be executed in writing and contain a justification, under the pain of nullity.
6. In the cases referred to in paragraphs 1 and 3, the Contractor may only demand remuneration due for the performance of part of the contract.

**Personal data protection**

**§ 9**

1. The Parties undertake to comply with the regulations on personal data protection, in particular 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 (General Data Protection Regulation - GDPR).
2. In connection with the implementation of this contract, the Ordering Party entrusts the Contractor with the processing of personal data to the extent and for the purpose necessary for the provision of services, which are the subject of the contract.
3. Detailed obligations of the Contractor in the field of personal data protection are regulated by the personal data entrustment agreement, which is Appendix No. 2 to this contract.

**§ 10**

1. The Contractor (in the case of entities registered in Poland)[[1]](#footnote-1) hereby declares that:
2. as of the date of conclusion of the contract, he is/is not[[2]](#footnote-2) registered for VAT purposes as an “active VAT payer”,
3. the bank account indicated in the contract has been reported to the tax authority and is visible in the “List of entities registered as VAT payers, registered and deleted and restored to the VAT register”, maintained by the Head of the National Revenue Information – hereinafter referred to as the “white book”, which the Contractor confirms in the form of a printout from the list of VAT payers from the “white book”. The printout is an appendix to this contract.
4. In the event of a change of status from the current one to another, the Contractor undertakes to inform the Ordering Party in writing about the above, within 7 days from the day of making the change.
5. In the event of a change of the bank account indicated in the contract, the Contractor is obliged to inform the Ordering Party about the above, within 7 days from the day of making the change in writing. A change of the contract in this respect requires an annex to the contract.
6. The parties to the contract stipulate that in the event of a change of the bank account by the Contractor, until the new bank account is made visible in the “white book”, the payment deadline specified in the contract shall be postponed to the day of making the new bank account visible in the “white book” and notifying the Ordering Party about the above, without the possibility of charging interest for delay, or directing other claims against the Ordering Party.

**Force Majeure**

**§ 11**

1. The parties to this contract will be exempt from liability for non-fulfilment of their obligations contained in the contract if force majeure circumstances will constitute an obstacle to their fulfilment.
2. A party may invoke force majeure circumstances only when it informs the other party in writing within 3 days of the occurrence of these circumstances.
3. The circumstances of the occurrence of force majeure must be proven by the Party invoking them, if informing the other Party is possible within this period.

**Subcontracting**

**§ 12**

1. The Contractor, when performing the subject of this contract, will use third parties - Subcontractor/Subcontractors (if known):

- name -

- contact details -

-representative -

1. The Contractor shall notify the Ordering Party of all changes in relation to the information referred to above, during the execution of the order and also about new subcontractors, to whom he intends to entrust the service in a later period.
2. The Contractor is responsible for all actions and omissions of Subcontractors and persons whom he will use in the implementation of the subject of the contract, as for his own actions or omissions.

**Availability**

**§ 13**

In carrying out the public task covered by this contract, the Party implementing the contract is obliged to ensure architectural, digital and information-communication accessibility, to people with special needs, at least to the extent specified by the minimum requirements, referred to in Art. 6 of the Act of July 19, 2019 on ensuring accessibility to people with special needs, to the extent that it is possible and reasonable due to the subject of the contract.

**Processing of personal data**

**§** **14**

1. Information on the processing by the Medical University of Bialystok of personal data of the representatives as well as proxies, employees, collaborators, other personnel of the Contractor in relation to the execution of the agreement:

Pursuant to Art. 14 of the Regulation of the European Parliament and Council (EU) No. 2016/679 from 27 April 2016 on protection of individuals with regards to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC hereinafter referred to as GDPR, the Medical University of Bialystok hereby notifies that:

1. the Controller of your personal data is the Medical University of Bialystok
2. With its registered seat at: Kilińskiego 1 St, 15-089 Białystok, represented by the Rector, email: kancel@umb.edu.pl; tel. 85 748 54 15,
3. With regards to all matters related to your personal data you may contact the Data Protection Officer at: iod@umb.edu.pl; tel. 85 6865215, or through other contact details displayed on the websites of the University or in writing to the address of the seat of the Controller specified in clause 1,
4. The processing of your personal data is targeted at conclusion and execution of the provisions of agreement concluded with the Medical University of Bialystok on processing of personal data pursuant to Art. 6 sec. 1 letter f of GDPR - justified interest which is the execution of agreement and contact for the purpose of agreement implementation,
5. Recipients of personal data shall be external entities providing services related to ongoing University operations, providers and supporters of IT systems - pursuant to applicable agreements on entrustment of personal data processing and other entities on the basis of the provisions of law.
6. Personal data shall be processed for the period of Agreement validity and, after its execution, for the period stemming from the binding archiving provisions in place at the University,
7. You are entitled to access the content of your data, amend them, limit their processing, remove data and submit an objection - according to the principles specified in GDPR. You may exercise your entitlements by contacting the Data Protection Officer.
8. You are entitled to submit a complaint to the Chairman of the Personal Data Protection Office at ul. Stawki 2, 00-193 Warszawa, when it is justified that the personal data are processed by the Data Controller in breach of GDPR.
9. No automated decisions will be taken on the basis of the personal data provided, including no profiling.
10. Indication of personal data is obligatory in order to execute the Agreement.
11. Information concerning the processing by the Ordering Party of personal data of the representatives and employees of the Contractor in relation to the execution of the Agreement is available also on the website: https://www.umb.edu.pl/rodo. The Contractor undertakes to familiarize each person whose personal data are passed onto the Ordering Party in relation to the Agreement execution with the information concerning the processing of personal data.

**Final provisions**

**§ 15**

1. In matters not regulated by this contract, Polish law applies, including the provisions of the Public Procurement Law and the Polish Civil Code.
2. The rights and obligations of the Parties specified and resulting from this contract cannot be transferred to third parties without the consent of the other Party.
3. Correspondence regarding the contract as well as the exchange of information between the Parties is conducted in English or Polish at the choice of the Parties.
4. A dispute arising from this contract will be considered according to Polish law by the appropriate common court in Bialystok.
5. The contract was drawn up in two identical copies, one copy for each of the Parties.

Appendixes:

Appendix No. 1 to the contract - required recruitment data,  
Appendix No. 2 to the contract - agreement for entrusting the processing of data.

**CONTRACTOR:**

**ORDERING PARTY:**

*\*) offer price*

1. Enter the designation of the counterparty used in the contract if it is different from the Contractor. Similarly with the Ordering Party. [↑](#footnote-ref-1)
2. Delete as appropriate [↑](#footnote-ref-2)