



UNIwersytet Medyczny

IM. PIASTÓW ŚLĄSKICH WE WROCLAWIU

50-367 Wrocław, Wybrzeże Ludwika Pasteura 1
Public Procurement Department UMW
Marcinkowskiego 2-6, 50-368 Wrocław
e-mail: monika.komorowska@umw.edu.pl

Wrocław, 3rd of September 2024 r.

CONTRACT AWARD NOTICE

I. BASIC INFORMATION

1. The Ordering Party, the Wrocław Medical University, invites all interested parties to submit offers in the tender for the scientific service of performing genetic research based on comprehensive methylation analysis of the human genome using Twist Human Methylome Panel (Twist Bioscience) with the inclusion of environmental exposure (epigenetic research).
2. The tender shall be conducted under the exclusion of the provisions of the Public Procurement Law of September 11, 2019 (consolidated text - Journal of Laws of 2023, item 1605, as amended), hereinafter referred to as the "Pzp", pursuant to Article 11(5)(1) of the Pzp, under which the provisions of the Act shall not apply to contracts with a value lower than the EU thresholds, which involve deliveries or services exclusively for the purposes of research, experimental, scientific or development work, which do not serve the purpose of mass production by the contracting authority for the purpose of achieving market profitability or covering research or development costs.

II. DESCRIPTION OF THE OBJECT OF THE CONTRACT

1. The object of the contract is a scientific service to perform genetic research based on comprehensive methylation analysis of the human genome using the Twist Human Methylome Panel (Twist Bioscience), hereinafter referred to as the "Reference Product" taking into account environmental exposure (epigenetic research). The contract includes performing the service for 48 DNA samples isolated from peripheral blood leukocytes from 24 individuals, from whom samples were collected in two time points with variable environmental exposure. 12 individuals without atopy at both time points (24 samples) constitute the control group, another 12 individuals without atopy at the first time point and with atopy at the second time point (24 samples) constitute the test group. The Reference Product defines the standard required by the Ordering Party, which is necessary to carry out the research assumed in the project (to obtain a sufficiently wide coverage of the methylome).
2. The services subject to the contract include:
 - 1) Measurement of DNA concentration and assessment of its quality,

- 2) Preparation of libraries using the Reference Product (1. DNA fragmentation 2. Ligation of adaptors to DNA fragments, 3. DNA conversion - preferentially enzymatic conversion, also acceptable conversion with sodium bisulfite 4. Amplification 5. Capture of methylation regions using hybrid-capture technology (with use of Reference Product) 6. Reamplification),
- 3) Deep sequencing,
- 4) Bioinformatics analysis, which constitutes an integral part of the contract required and will include:
 - matching the obtained sequences to the reference genome and determining the methylation status of CpG dinucleotides,
 - comparison of the methylation level of CpG dinucleotides between groups (control group and test group),
 - annotation of CpG dinucleotides (showing different methylation levels) with genomic regions (promoters, exons, introns, etc.),
 - detailed analysis with interpretation of the obtained results aimed at identifying genes and biochemical pathways associated with regions of differential methylation in the context of environmental exposure and atopy variation,
 - preparation of a report summarizing the obtained results, and their analysis with their graphical representation.
3. DNA samples will be isolated by the Ordering Party and delivered to the Contractor. The Ordering Party will provide the Contractor with approximately 500ng of genomic DNA.
4. The description of the object of the contract will not be open to interpretation. If the description of the subject of the contract is, in the opinion of the Contractor, unclear, incomplete, imprecise or erroneous, it is the Contractor's responsibility to ask questions before submitting an offer.
5. Common Procurement Vocabulary (CPV) codes:
73111000-3 Research laboratory services,
85111810-1 Blood analysis services.
6. The amount allocated by the Ordering Party for the execution of the procurement: PLN 307,500.00.

III. CONDITIONS OF PARTICIPATION IN THE TENDER

1. In order to ensure the high quality of the services performed and data generated, the Ordering Party shall impose conditions for participation in the tender with regard to technical or professional capacity. The Contractor will meet the conditions for participation in the tender if the Contractor demonstrates that:
 - 1) has at least 10 years of experience in the field of epigenetics proven by, among others, publications, references or webinars, particularly in the field of DNA methylation studies (Human Methylome Service, EPIC array, WGBS (Whole Genome Bisulfite Sequencing), RRBS (Reduced Representation Bisulfite Sequencing), etc.); and
 - 2) has performed at least 2 (two) Human Methylome Panel services in the full range of analysis and interpretation within the last three years before the deadline for submission of offers, and if the period of operation is shorter, within this period.
2. The evaluation of the conditions for participation in the tender will be made on the basis of the statements submitted by the Contractor (Appendix No. 3 to the Tender Request).

IV. Necessary requirements for the Contractor and the laboratory

1. The Contractor must perform the service in a laboratory:
 - 1) located in the European Union (the above requirement is related to the terms of execution of the contract concluded by the Ordering Party with the National Science Center (Grantor)).
 - 2) certified by Twist Biosciences (Twist NGS ProLab).

Laboratories certified by Twist Biosciences (part of the Twist NGS ProLab group) specialize (and are supported by the company) in Twist Target Enrichment solutions and library preparation, which provides assurance of high-quality data. Since the Human Methylome Panel is produced by Twist Biosciences, and the execution of this panel is a key step in the epigenetic research planned for the project, it is therefore very important that it be performed at the highest level by scientists experienced in this type of research.

V. Deadline for clarifications:

1. The Contractor may request the Ordering Party to clarify the content of the Procurement Notice. The Ordering Party shall promptly provide an explanation, provided that the request for clarification of the content of the Procurement Notice was received by the Ordering Party no later than the end of the day on which the half of the deadline for submission of offers expires.
2. If the request for clarification of the content of the Procurement Notice was received after the expiry of the deadline for submission referred to in point 1, or relates to the clarification provided, the Ordering Party may grant the clarification or leave the request unrecognized. Extension of the deadline for submission of tenders does not affect the deadline for submission of the request referred to in point. 1.

VI. OFFER PREPARATION DESCRIPTION

1. A Contractor may submit only one offer. It is not allowed to submit partial or variant offers.
2. To be valid, the offer must be signed by the Contractor, the Contractor's representatives listed in the company's current registration documents, or a person on the side of the Contractor authorized to incur obligations on behalf of the Contractor. Formal authorization should then be attached to the offer. It is recommended that the signatures of the above-mentioned persons be affixed to the offer form and all attached documents. All pages on which corrections or amendments to errors will be made should be initialed at the place where these corrections (amendments) are made by the persons signing the offer.
3. The offer should be made in the original form, either in Polish or English.
4. The offer should include:
 - 1) Offer form (Appendix No. 3 to the Tender Request) indicating the net and gross price for the execution of the subject matter of the contract.
 - 2) Statements of the Contractor regarding the grounds for exclusion from the tender (Annex No. 1 to the Tender Request).
 - 3) List of services (Appendix No. 3 to the Tender Request).
5. In order to make changes or corrections, the Contractor may withdraw the previously submitted offer and submit it again after modification, provided that the deadline for submission of tenders is not exceeded.

VII. SUBMISSION AND OPENING OF OFFERS

1. The Offer must be sent until **24.09.2024 r., 9:00 a.m. in the following forms:**
 - 1) To the address of the Public Procurement Department of the Medical University of Wrocław, 2-6 Marcinkowskiego Street, 50-368 Wrocław, Poland or
 - 2) By e-mail to: monika.komorowska@umw.edu.pl.
2. The opening of the offers will take place on **24.09.2024 r. at 10:00 a.m.** The opening of the offers is non-public.

VIII. BUSINESS SECRET

Information constituting a business secret within the meaning of the provisions of the Act of April 16, 1993, on Combating Unfair Competition (consolidated text - Journal of Laws of 2022, item 1233) shall not be disclosed if the Contractor, along with the transmission of such information, reserved that it cannot be disclosed and demonstrated that the reserved information constitutes a business secret.

If electronic documents in the tender, transmitted by means of electronic communication, contain information that constitutes a business secret, the Contractor, in order to maintain the confidentiality of such information, shall transmit it in a separate and appropriately marked file or a separate envelope.

The Contractor may not reserve information, concerning name, address and price.

In connection with the above, the Contractor is obliged to fill in the appropriate section of the tender printout form. The reserved information should be properly marked on the relevant document with a visible inscription: "business secret" and submitted in a separate file or envelope, with appropriate cross-references in their place in the documentation. In addition, the Contractor shall attach to the offer an explanation demonstrating that the reserved information constitutes a business secret.

IX. ORDER REALIZATION DEADLINE

The Contractor undertakes to perform the service within 12 weeks, counting from the date of receipt of DNA samples.

X. DESCRIPTION OF THE CRITERIA THAT THE ORDERING PARTY WILL FOLLOW WHEN SELECTING AN OFFER AS WELL AS THE IMPORTANCE OF THESE CRITERIA AND MANNER OF PRICING THE OFFERS.

1. When selecting the most advantageous offer, the Ordering Party will apply the following offer evaluation criteria: Price of the contract subject - 100%.
2. The Ordering Party shall select the offer of the Contractor meeting the conditions for participation in the tender, who will offer the lowest price for the execution of the subject matter of the contract.

XI. PAYMENT

Payment for the performed service shall be made by wire transfer to the Contractor's bank account indicated in the invoice, within 21 days from the date of delivery of a correctly issued invoice to the 1st Clinical Department of Paediatrics, Allergology and Cardiology, Chałubińskiego 2a, 50-368 Wrocław, which the Contractor shall be entitled to issue after confirmation of proper execution of the object of the order by the Ordering Party on the basis of the Acceptance Protocol approved without any remarks. The Contractor may submit the invoice using the Electronic Invoicing Platform (link to the website:

<https://www.brokerinfinite.efaktura.gov.pl>). The Contractor shall include the contract number on the invoice and indicate the Organizational Unit of the Ordering Party to which the invoice should be forwarded.

XII. CLARIFICATIONS OF THE CONTENTS OF OFFERS, GROUNDS FOR REJECTION OF A OFFER AND EXCLUSION OF A CONTRACTOR, CANCELLATION OF THE TENDER

1. In the course of examining and evaluating offers, the Ordering Party may request clarifications from Contractors regarding the content of their offers and the price of their offers. The Ordering Party is authorized to request supplementation of offers, if this does not violate competitiveness, and to correct obvious clerical and accounting errors and accounting errors.
2. The Ordering Party reserves the right to check, in the course of evaluation of the offer, the credibility of the documents, statements, lists, data and information presented by the Contractors.
3. The Ordering Party shall reject an offer if:
 - a) its content does not correspond to the content of the Notice of Award,
 - b) it is submitted after the deadline for submission of offers,
 - c) it is submitted by a Contractor who does not meet the conditions for participation in the tender,
 - d) the information (and statements) submitted by the Contractor in the submitted offer will be untrue,
 - e) will be invalid under separate regulations.
4. The Ordering Party shall exclude the Contractor from the tender:
 - a) listed in the lists specified in Regulation 765/2006 and Regulation 269/2014, or listed on the basis of the decision on listing resolving the measure referred to in Article 1, point 3 of the Act of April 13, 2022. On special solutions for countering support for aggression against Ukraine and serving to protect national security (consolidated text - Journal of Laws of 2024, item 507), hereinafter referred to as the "Act on Counteracting Support for Aggression Against Ukraine",
 - b) whose real beneficiary within the meaning of the Act of March 1, 2018. on the prevention of money laundering and financing of terrorism (Journal of Laws of 2023, item 1124, as amended) is a person listed in the lists set forth in Regulation 765/2006 and Regulation 269/2014, or listed or being such a beneficial owner as of February 24, 2022, provided that it has been listed on the basis of a decision on inclusion in the list ruling on the application of the measure referred to in Article 1, item 3 of the Act with respect to countering support for aggression against Ukraine;
 - c) whose dominant entity within the meaning of Article 3(1)(37) of the Accounting Act of September 29, 1994 (Journal of Laws of 2023, item 120, as amended.), shall be an entity listed in the lists set forth in Regulation 765/2006 and Regulation 269/2014, or listed or being such a dominant entity as of February 24, 2022, provided that it has been listed on the basis of the decision on inclusion in the list resolving the measure referred to in Article 1, item 3 of the Act with respect to countering support for aggression against Ukraine.
5. The exclusion of the Contractor referred to in items 2.1-2.3 shall be for the duration of the circumstances specified in these items.
6. The Ordering Party may cancel the tender procedure, in particular if no offer is submitted, or all submitted offers are rejected, or the price of the best offer exceeds the amount that the Ordering Party may allocate for financing the contract, or for other reasons it is not possible to select the most advantageous offer, or there are other justified circumstances resulting in the invalidity of the procurement agreement.
7. The Ordering Party also reserves the right to cancel or close the tender procedure without giving any reason.

8. Contractors who submitted offers shall not be entitled to any claims against the Ordering Party, including in particular by virtue of the selection of another offer, cancellation or closure of the procedure without selecting the Contractor.

XIII. INFORMATION CLAUSE CONCERNING THE PROCESSING OF PERSONAL DATA OF TENDER PARTICIPANTS:

Pursuant to Article 13 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 (General Data Protection Regulation, hereinafter the "GDPR"), we inform that:

1. The Administrator of the personal data of Contractors and other persons participating in the tender is the Medical University in Wrocław with its registered office at Wybrzeże Ludwika Pasteura 1, 50-367 Wrocław, hereinafter referred to as the "Administrator", represented by the Rector.
2. The Administrator has appointed a Data Protection Supervisor, who can be contacted on matters concerning the processing of personal data at the following e-mail address: iod@umed.wroc.pl
3. Personal data necessary to participate in a public procurement procedure to which the provisions of the Act of September 11, 2019 do not apply. Public Procurement Law (in accordance with the exclusion referred to in Article 11(5)(1) of that Law) shall be processed for the purposes of the said tender, and in particular the consideration of the tender in connection with the possible conclusion of a contract for the performance of the task constituting the object of the tender.
4. Personal data of the Contractor, who is a natural person, will be processed in connection with taking actions necessary for the conclusion of the contract and its execution (Article 6(1)(b) of the GDPR). Data of persons acting on behalf of the Contractor, including those indicated in the offer/contract with the Contractor, will be processed on the basis of the Administrator's legitimate interest (Article 6(1)(f) GDPR). All personal data shall be processed in accordance with the provisions of the Public Finance Act of August 27, 2009, and the Access to Public Information Act of September 6, 2001 (Article 6(1)(c) GDPR). Data may also be processed for the purpose of possible investigation or defense against claims on the basis of the administrator's legitimate interest (Article 6(1)(f) GDPR).
5. The Administrator may share processed personal data with persons or entities on the basis of the Act of September 6, 2001, on access to public information, and with other authorities or entities authorized under separate regulations.
6. The Administrator may entrust other entities, by means of a written agreement, with the processing of personal data on behalf of the Administrator, in particular IT service providers.
7. The Administrator shall keep your personal data for the period necessary for the purposes of processing, but not less than the period indicated in the regulations on archiving.
8. In the cases, on the terms and in the manner specified in the applicable legislation, you have the right to request: access to the content of the data and their rectification (Articles 15 and 16 GDPR), restriction of processing (Article 18 GDPR) subject to Article 18(2) GDPR and data portability (Article 20 GDPR).
9. You do not have: the right to erasure under Article 17(3)(b) and (e) GDPR or the right to object to processing (Article 21 GDPR), as the legal basis for the processing of your personal data is Article 6(1)(b) and (c) GDPR.
10. You have the right to file a complaint to the supervisory authority - the President of the Office for Personal Data Protection - if you suspect that your personal data is being processed by the Administrator in violation of the law.

11. The provision of your personal data is not mandatory, although it is necessary for the purposes for which they were collected. Refusal to provide data will prevent consideration of the submitted offer and cooperation between the parties.
12. Your personal data shall not be subject to automated decision-making, including profiling, as referred to in Article 4(4) of the GDPR, which means a form of automated processing of personal data that involves the use of personal data to evaluate certain personal factors of an individual.
13. In the case of personal data provided to the Ordering Party and not directly related to the Contractor (e.g., personal data of employees, subcontractors, persons used by the Contractor in the performance of the contract), the Contractor shall comply with the disclosure obligations referred to in Articles 13 and 14 of the GDPR, including the provision of appropriate information on the administration of such data by the Ordering Party.

Appendix:

1. Offer form
2. Statements of the Contractor regarding the grounds for exclusion from the tender
3. List of Services
4. Type of Contract

By authorization of the Rector

The Deputy Director General
for Organizational Affairs

Patryk Hebrowski

/document signed electronically/

Annex No. 1 to the Contract Award Notice

OFFER FORM

1. Registered name of the Contractor:

.....

2. Adres of the Contractor:

.....

3 Names of persons authorized to represent the Contractor for the preparation of this offer:

.....

NIP (TAX ID): Regon (National Official Business Register).....

telephone

Fax e-mail www.

Order Item	Net price	VAT rate (in %) - if applicable	Gross price (taken into account for evaluation of offers)
Scientific service to perform genetic research based on comprehensive methylation analysis of the human genome using the Twist Human Methylome Panel (Twist Bioscience) with environmental exposure (epigenetic studies)			

**For prices indicated by the Contractor in a currency other than PLN, the Ordering Party will accept the conversion according to the average exchange rate of the National Bank of Poland as of the date of submission of the offer by the Contractor, and if the average exchange rate is not published on that date, the Ordering Party will accept the average exchange rate from the last table before submission of the offer.*

1. I hereby declare that I will perform the object of the contract in accordance with the contents of the Contract Award Notice, including in a laboratory, in accordance with the requirements set forth in Chapter IV of the Contract Award Notice.
2. I declare that I am bound by this offer for a period of 30 days.
3. I certify that I have read the contents of the Information Clause referred to in Chapter XIII of the Contract Award Notice and that I have fulfilled the information obligations provided for in Article 13 or Article 14 of the GDPR in relation to natural persons from whom I have directly or indirectly obtained personal data in order to apply for a public contract in this procedure.
4. I declare that I meet the conditions for participation in the procedure specified in the Notice.
5. I declare that all information provided in the above statements is up-to-date and truthful, and has been presented with full knowledge of the consequences of misleading the Ordering Party when presenting the information.
6. I declare that I intend to entrust a subcontractor/s with the execution of the following parts of the contract:

No.	Subcontractor's company ¹	Part of the contract	Value/percentage share of the contract
1.			
2.			

¹ The name of the subcontractor should be indicated if known at the time of the offer submission. The scope of the contract and the value or percentage of the contract must be indicated in each case of intention to entrust execution of a part of the object of the contract to a subcontractor.

(Failure to indicate will be understood by the Ordering Party as information that the Contractor intends to perform the contract without the participation of subcontractors).

7. I reserve that the information is contained in the following documents:

.....

constitute a business secret in accordance with the definition contained in the content of Article 11 (4) of the Act of 16.04.1993 on combating unfair competition uniform text - Journal of Laws of 2022, item 1233) and may not be made available to other participants in the tender.

JUSTIFICATION: At the same time, I demonstrate that the reserved information is a business secret because:

.....
.....
.....
.....

.....
Signature of the Contractor

STATEMENTS OF THE CONTRACTOR REGARDING THE GROUNDS FOR EXCLUSION FROM THE TENDER

Registered name of the Contractor:

.....

.....

Address

.....

.....

NIP (TAX ID):.....

Regon (National Business Registry Number):

For the purpose of the public procurement procedure, the subject of which is:

Scientific service to perform genetic research based on comprehensive methylation analysis of the human genome using the Twist Human Methylome Panel (Twist Bioscience) with environmental exposure (epigenetic studies), I declare that:

I do not fall under exclusion from the proceedings pursuant to Article 7 (1) of the Act of April 13, 2022, on special solutions to prevent the support of aggression against Ukraine and to protect national security (unified text - Journal of Laws of 2024, item 507).

.....

Signature of the Contractor

Annex No. 3 to the Contract Award Notice

LIST OF SERVICES

The Contractor will meet the condition for participation in the tender if the Contractor demonstrates that:

- 1) has at least 10 years of experience in the field of epigenetics proven by, among others, publications, references or webinars, particularly in the field of DNA methylation studies (Human Methyome Service, EPIC array, WGBS (Whole Genome Bisulfite Sequencing), RRBS (Reduced Representation Bisulfite Sequencing), etc.); and
- 2) has performed at least 2 (two) Human Methyome Panel services within the last three years before the deadline for submission of offers, and if the period of operation is shorter, within this period.

- 1. I have-years of experience in the field of epigenetics proven by, among others, publications, references or webinars, in particular on the subject of DNA methylation studies (Human Methyome Service, EPIC array, WGBS (Whole Genome Bisulfite Sequencing), RRBS (Reduced Representation Bisulfite Sequencing), etc.).
- 2. I have performed at least 2 (two) Human Methyome Panel services in the last three years before the deadline for submission of offers, and if the period of operation is shorter, within this period:

No.	Subject of service	Dates of execution: Date of start (mm/dd/yyyy) End Date (mm/dd/yyyy)	Entity for which service was performed
1			
2			
3			
4			

CAUTION!

The Contractor may adjust the size of the boxes in the table as needed.

.....

Signature of the Contractor

Contract No.

Concluded between:

Medical University in Wrocław

Wybrzeże Ludwika Pasteura 1, 50-367 Wrocław, Poland

NIP (tax ID): 896-000-57-79, REGON (National Business Registry Number): 000288981

Which is represented by:

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

and:

represented by:

hereinafter referred to as "**Contractor**"

collectively hereinafter referred to as "**Parties**" or separately "**Party**",

who enter into this Contract excluding the provisions of the Public Procurement Law of September 11, 2019 (consolidated text - Journal of Laws of 2023, item 1605, as amended), hereinafter referred to as the "Pzp", pursuant to Article 11(5)(1) of the Pzp, under which the provisions of the Act shall not apply to contracts with a value lower than the EU thresholds, which involve deliveries or services exclusively for the purposes of research, experimental, scientific or development work, which do not serve the purpose of mass production by the contracting authority for the purpose of achieving market profitability or covering research or development costs.

§1

1. The Ordering Party shall award a contract to the Contractor for a scientific service to perform genetic research based on comprehensive methylation analysis of the human genome using the Twist Human Methylome Panel (Twist Bioscience), hereinafter referred to as the "Reference Product," taking into account environmental exposure (epigenetic research).
2. The contract includes performance of the service for 48 DNA samples isolated from peripheral blood leukocytes from 24 individuals sampled at two time points with variable environmental exposure. 12 individuals without atopy at both time points (24 samples) constitute the control group, another 12 individuals without atopy at the first time point and with atopy at the second time point (24 samples) constitute the test group. The Reference Product defines the standard required by the Ordering Party, which is necessary to carry out the research assumed in the project (to obtain a sufficiently wide coverage of the methylome).
3. The service under contract also includes:
 - 1) Measurement of DNA concentration and assessment of its quality,

- 2) Preparation of libraries using the Reference Product (1. DNA fragmentation 2. Ligation of adaptors to DNA fragments, 3. DNA conversion - preferentially enzymatic conversion, also acceptable conversion with sodium bisulfite 4. Amplification 5. Capture of methylation regions using hybrid-capture technology (with use of Reference Product) 6. Reamplification),
- 3) Deep sequencing,
- 4) Bioinformatics analysis, which constitutes an integral part of the contract required and will include:
 - matching the obtained sequences to the reference genome and determining the methylation status of CpG dinucleotides,
 - comparison of the methylation level of CpG dinucleotides between groups (control group and test group),
 - annotation of CpG dinucleotides (showing different methylation levels) with genomic regions (promoters, exons, introns, etc.),
 - detailed analysis with interpretation of the obtained results aimed at identifying genes and biochemical pathways associated with regions of differential methylation in the context of environmental exposure and atopy variation,
 - preparation of a report summarizing the obtained results, and their analysis with their graphical representation.
4. DNA samples will be isolated by the Ordering Party and delivered to the Contractor. The Ordering Party will provide the Contractor with approximately 500ng of genomic DNA.
5. The Contractor must perform the service in a laboratory:
 - 1) located in the European Union (the above requirement is related to the terms of execution of the contract concluded by the Ordering Party with the National Science Center (Grantor)),
 - 2) certified by Twist Biosciences (Twist NGS ProLab).

Laboratories certified by Twist Biosciences (part of the Twist NGS ProLab group) specialize (and are supported by the company) in Twist Target Enrichment solutions and library preparation, which provides assurance of high-quality data. Since the Human Methylome Panel is produced by Twist Biosciences, and the execution of this panel is a key step in the epigenetic research planned for the project, it is therefore very important that it be performed at the highest level by scientists experienced in this type of research.

§ 2

The Contractor undertakes to perform the Object of the Contract within 12 weeks, counting from the day the Contractor receives the DNA samples.

§ 3

Price

1. the price of the object of the Contract determined on the basis of the Contractor's offer is net: PLN, gross: **PLN** (in words:).
2. The price includes all costs necessary for the implementation of the object of the contract.

§ 4

1. The Ordering Party shall pay the amount due for the execution of the object of the Contract on the basis of a correctly issued invoice to the Medical University of Wrocław, Wybrzeże Ludwika Pasteura 1, 50-367 Wrocław, NIP (Tax ID) 896-000-57-79.
2. The payment referred to in paragraph 1 shall be made by wire transfer to the Contractor's account indicated in the invoice within 21 days from the date of delivery by the Contractor of a correctly issued invoice, together with a signed protocol of acceptance of services without objections to the 1st Clinical Department of Paediatrics, Allergology and Cardiology, Chałubińskiego 2a, 50-368 Wrocław.

The Contractor may submit the invoice using the Electronic Invoicing Platform (link to the website: <https://brokerpexpert.efaktura.gov.pl/>). The Contractor shall include on the invoice the number of this Contract and indicate the organizational unit of the Ordering Party to which the invoice should be forwarded.

3. The date of payment shall be the date on which the Ordering Party's account is debited in favor of the Contractor.

(Paragraphs 4-6 apply to Contractors registered in Poland)

4. The amount due for the execution of the object of the Contract shall be paid by wire transfer on the basis of the received VAT invoice to the settlement account indicated on the VAT invoice appearing in the electronic list of entities maintained by the Head of the National Tax Administration pursuant to Article 96b of the Act of March 11, 2004, on tax on goods and services (consolidated text - Journal of Laws of 2024, item 361).
5. If in accordance with the provisions of the tax law, in particular the Act of August 29, 1997, Tax Ordinance (unified text - Journal of Laws of 2023, item 2383, as amended) and the Tax on Goods and Services Act of March 11, 2004, the Purchaser will purchase goods or services referred to in Article 108a paragraph 1a of the Tax on Goods and Services Act of March 11, 2004, or will be exposed to joint and several liability for tax liabilities or tax penalties, from which it may be exempted under the conditions arising from these provisions, i.e., using in the payment of the price, made in accordance with paragraph. 4, using the split payment mechanism regulated in Article 108a of the Tax on Goods and Services Act of March 11, 2004, then the Ordering Party's use of the aforementioned mechanism shall result in the Parties' recognition of the satisfaction of the claim for payment of the price for the performance of the object of the Contract in full, assuming that the sum of the value of VAT and the net value shown on the Contractor's invoice corresponds to the sum of the value paid by the Ordering Party to the settlement account indicated on the invoice and the Contractor's VAT account.
6. In the event of the occurrence of the circumstance indicated in paragraph 5, the Contractor declares that he will not have the right to assert any claims against the Ordering Party.
7. The Ordering Party does not consent to the Contractor's assignment of claims under this agreement to a third party.

§ 5

1. In the event of a delay in the performance of the Object of the Contract by the Contractor beyond the deadline specified in § 2 of the Contract, the Contractor shall pay to the Ordering Party a contractual penalty in the amount of 0.5% of the gross price of the Object of the Contract for each commenced day of delay.

2. In the event of improper performance of the subject of the Contract by the Contractor in the form of non-performance of the obligation specified in §1 paragraph 5 of the Contract, the Contractor shall pay to the Ordering Party a contractual penalty in the amount of 50% of the gross price of the subject of the Contract.
3. The Ordering Party shall have the right to withdraw from the Contract within 30 days of becoming aware of the following circumstances:
 - a) in the event of a material change of circumstances resulting in the performance of the Contract not being in the interest of the Ordering Party, which could not have been foreseen at the time of conclusion of the Contract,
 - b) opening of liquidation of the Contractor,
 - c) seizure of the Contractor's assets, which may prevent the proper execution of the Contract,
 - d) the Contractor's failure to perform the subject matter of the Contract, despite the expiration of the deadline set for the Contractor in the Ordering Party's written summons.
4. The Contractor shall have the right to terminate the Contract with immediate effect if the Ordering Party fails to comply with the obligation to pay the invoice, despite additional request, within one month from the deadline for payment of the invoice, as specified in this Contract.
5. In the event of withdrawal from the Contract or its termination, the obligations of the Parties under the contractual penalties and the right to claim compensation for non-performance and improper performance of the Contract shall remain in force, as well as other rights and obligations of the Parties, if it results from their characteristics.
6. The contractual penalty shall be payable within 14 days of receipt of the accounting note.
7. If the damage exceeds the amount of the contractual penalty, the entitled Party shall have a claim for payment of supplementary damages up to the amount of the damage suffered.
8. The Contractor agrees to deduct the contractual penalties from his remuneration.

§ 6

Information clause concerning the processing of personal data

In accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 (General Data Protection Regulation, hereinafter GDPR), the Ordering Party informs that:

1. the Administrator of the personal data of the Contractor, persons representing the Contractor, and persons indicated by the Contractor as contact persons and other persons responsible for the execution of the Contract, including persons performing activities indicated by the Ordering Party within the scope of the Contract, who are employed by the Contractor on the basis of an employment contract, is the Medical University in Wroclaw at Wybrzeże Ludwika Pasteura 1, 50-367 Wroclaw, represented by the Rector.
2. The Administrator has appointed a Data Protection Supervisor, who can be contacted on matters related to the processing of personal data at e-mail address: iod@umw.edu.pl
3. If the Administrator has not obtained personal data directly from the persons referred to in paragraph 1, we inform that the personal data were obtained from the Contractor.
4. Personal data will be processed for the purposes of:
 - a) conclusion and execution of this contract,

- b) fulfillment of legal obligations incumbent on the Administrator, including: accounting, reporting, statistical and archiving,
 - c) fulfillment of possible civil law claims.
5. The legal basis for data processing is:
- a) Article 6(1)(b) of the GDPR, i.e., the necessity to conclude and perform this Contract (applies to Contractors who are natural persons),
 - b) Article 6(1)(c) of the GDPR, i.e., the Administrator's applicable regulations, in particular concerning: accounting, reporting, statistical and archiving obligations,
 - c) Article 6(1)(f) of the GDPR, i.e., the Administrator's legitimate interest in concluding and executing this agreement and in establishing, asserting or defending against possible claims.
6. The data processed includes ordinary data: first name, last name, place of work, position held or function held, business telephone number, business e-mail address. If the Ordering Party has specified the requirements for Contractor's or subcontractor's employment on the basis of an employment contract of persons performing the activities indicated within the scope of the Contract by the Ordering Party, the processed data will also include: the type of employment contract and the scope of the employee's duties, full-time hours, dates of conclusion and termination of employment (if applicable).
7. The Administrator may share personal data with other administrators operating under applicable laws, including: entities conducting payment activities (banks), entities providing legal, postal/courier services. Recipients of the data may also be other entities or authorities in a situation where such an obligation arises under generally applicable law, in particular the Act of September 6, 2001, on access to public information.
8. The Administrator may entrust another entity, by means of a written agreement, to process personal data on behalf of the Administrator, in particular IT service providers.
9. The Administrator shall keep personal data for the period necessary to achieve the purposes of processing, but not less than the period indicated in the legislation on archiving.
10. In the cases, on the terms and in the manner specified in the applicable legislation, the persons referred to in paragraph 1 above shall have the right to request: access to the content of the data and their rectification (Art. 15 and 16 GDPR), deletion of the data (Art. 17 GDPR), restriction of processing (Art. 18 GDPR), objection to processing (Art. 21 GDPR), data portability (art. 20 GDPR), and to lodge a complaint to the supervisory authority - the President of the Office for Personal Data Protection, located at Stawki 2, 00-193 Warsaw - in case of suspicion that personal data is being processed by the Administrator in violation of the law.
11. Provision of personal data is not mandatory, although necessary for the conclusion and execution of this Contract. Refusal to provide data will result in the inability to conclude and perform the Contract.
12. The personal data provided shall not be subject to automated decision-making, including profiling, as referred to in Article 4(4) of the GDPR, which means a form of automated processing of personal data that involves the use of personal data to evaluate certain personal factors of an individual.
13. The Contractor undertakes to inform the persons referred to in paragraph 1 above of the content of this information clause.

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1. Any changes to the provisions of the Contract must be made in writing in the form of an annex, otherwise they shall be null and void.
2. In matters not covered in the Contract, the provisions of the Civil Code and other generally applicable laws.
3. Any disputes arising from this Contract, if they cannot be resolved amicably, shall be considered by the competent common court in Wrocław.
4. The following persons are authorized to cooperate directly in the execution of this Contract:
 - 1) on the Contractor's side:
 - 2) on the Ordering Party's side:

CONTRACTOR:

ORDERING PARTY: