

WIB-EKS-PZ-01/02.00/1_EN

The Polish language shall be the authentic language of the present document. Should this document be made also in other language version, in case of any discrepancies the Polish language version shall prevail. Polish version of the document is available on <https://wib.port.org.pl/ekspert/>.

CONTRACT NO/20..../UZ
("The Contract")

signed in Wrocław on2020, by and between

The Łukasiewicz Research Network – PORT – the Polish Centre for Technology Development, based in Wrocław, at ul. Stabłowicka 147, 54-066 Wrocław, a State legal person operating in the form of an Institute, forming part of the Łukasiewicz Research Network, having legal personality, entered in the National Court Register under number 0000850580, Tax-Identification Number (NIP) 8943140523, National Official Business Register (REGON) 386585168, represented by

....., hereinafter referred to as "the Employer" or "Ł-PORT" or "the Managing Entity",

and

....., residing in at, Personal-Identification Number (PESEL), Tax-Identification Number (NIP) hereunder referred to as "the Employee" or "the Expert",

the parties being hereinafter referred to individually as "a Party" and jointly as "the Parties".

§ 1.

The subject of the Contract

1. The subject of the Contract includes the following activities to be carried out by the Employee.
 - 1) Performing substantive evaluations of applications for funding Research Teams under the WIB Programme, in accordance with the Rules and regulations of the call for proposals for the selection of Research Teams carrying out scientific activities in the form of the Virtual Research Institute.
 - 2) Participating in the Expert Panel attending the process of the substantive evaluation of Applications for funding Research Teams under the WIB Programme.
 - 3) Participating in the appeal procedure, in particular in the form of substantive analyses concerning submitted appeals against the results of substantive evaluations.
 - 4) Performing periodic Scientific Evaluations and the final evaluation of Research Teams based on the Criteria of Scientific Evaluation applied by the Managing Entity.
 - 5) Preparing, at the request of Ł-PORT, additional opinions concerning Scientific Evaluations of Research Teams within the WIB Programme.

- 6) Preparing, at the request of Ł-PORT, opinions on the validity of expenditures of Research Teams operating within the WIB Programme, and the compliance of incurred expenditures with the Funding Agreement, and their relation to the fields of scientific activity as set out in the Communication on Fields of Activities.
- 7) Issuing, at the request of Ł-PORT, other opinions to the extent necessary for the correct management of the WIB Programme.

- hereinafter referred to as **"the Services"**, and each separately **"a Service"**.

2. The provision of a Service or the Services mentioned in (1) shall from time to time be commissioned under an Order for the Provision of Services, the template of which is provided in **Appendix No. 2** to the Contract (hereinafter referred to as **"the Order"**).
3. Signing a Contract with an Expert does not mean that the Employer is obligated to provide the Expert with the Order for the Provision of Services mentioned in (1). The Expert has no right to file any claims in this respect.

§ 2.

The obligations of the Employee

1. The Employee shall perform this Contract independently, according to his or her best professional knowledge, skills, experience, and necessary authorisations and due diligence.
2. The Employee states that he/she has become familiar with The rules and regulations for the recruitment and organisation of the work of Experts appointed to carry out tasks commissioned by the Managing Entity of the Virtual Research Institute ("WIB") Programme funded from the Polish Science Fund, with appendices (hereinafter referred to as "Rules and Regulations") and shall apply the provisions stipulated therein.
3. The Employee shall submit a declaration of impartiality each time he or she participates in the activities set out in §1 (1).
4. If there is a conflict of interest as set out in the document entitled *The principles of impartiality, objectivity, confidentiality, and the avoidance of conflict of interest in the Virtual Research Institute under the Polish Science Fund* (being the appendix to the Rules and Regulations), the Expert shall immediately notify the Employer of the existing conflict of interest, and cease the provision of a Service or the Services being the subject of the Contract within a given call. Failure to comply with this obligation shall result in the Expert's removal from the List of Experts.
5. The Managing Entity may decide to exclude the Expert from the substantive evaluation of Applications for funding if there are any other circumstances raising justified doubts about the impartiality or reliability of the opinion issued by the Expert.
6. The Order should be performed within time limit prescribed by the Employer in the Order, and in a local (at the location specified by the Employer) or remote setting, which shall be set out in the Order. Each evaluation/opinion issued within the Order should be logically consistent, specific, and factual, and its result should be clear, and, at the same time, appropriate for the content of the prepared justification.
7. If there are any omissions, errors, discrepancies, or ambiguities, each evaluation/opinion shall be returned to the Expert with a request for supplementation, correction, or clarification within the time limit and scope set out by Ł-PORT. The Expert shall cooperate with Ł-PORT on any corrections, clarifications, or additions.
8. In particularly justified cases, the Managing Entity may exempt the Expert from the duty to perform the commissioned Service if within 2 working days of commissioning thereof the Expert informs the Managing Entity of such necessity, demonstrating at the same time that due to circumstances arising through no fault of the Expert he/she is unable to perform the Service. In the case referred to in the preceding sentence, the provisions of § 8 (2) (4) and § 9 (1) (1-4) of the Contract shall not apply. The Expert is not permitted to assign to any third parties the rights and obligations arising from the Contract in full or in any Article

§ 3.

Confidentiality

1. The Employee shall maintain all data, information, and documents received for the purposes of, and incidental to, the performance of this Contract in complete confidentiality, in particular those provided in applications for funding Research Teams and in appendices to the applications, and submitted or handed over to the Employee or Ł-PORT by Applicants applying for the funding of Research Teams within the WIB Programme in any form, and in the contents of opinions/evaluations prepared by the Employee within the Order ("*Confidential Information*").
2. The confidentiality obligation mentioned in (1) is enforced, in particular in the form of
 - 1) prohibition from disclosing any Confidential Information obtained by the Employee during the performance of the Contract to any third parties (except for persons handling the WIB Programme as specifically named by Ł-PORT), in particular potential applicants or beneficiaries of the Virtual Research Institute, or potentially interested Research Entities;
 - 2) prohibition from utilising Confidential Information, directly or indirectly, for the personal purposes of the Employee;
 - 3) prohibition from consulting on Confidential Information with any third persons;
 - 4) using best effort to ensure and maintain the appropriate measures ensuring the protection of Confidential Information from being accessed, and its unlawful use by unauthorised persons.
3. The confidentiality obligation does not relate to cases in which the Employee is obligated to make the disclosure under the ruling of a court, or another State authority, or under statutory obligation, provided that – if allowed by law – the Employee shall serve the Employer a copy of such a ruling or obligation, and provide the Employer with the opportunity to take measures aimed at limiting the results of complying with such obligations, and shall disclose only the part of the Confidential Information which needs to be disclosed, according to such court ruling or statutory obligations.
4. The confidentiality obligation shall apply for a period of 5 years after each communication of confidential information to the Expert, provided that the duty to maintain the confidentiality of the specific item of confidential information shall apply by the date on which the item of confidential information loses its confidential nature.
5. If the Expert breaches the confidentiality obligations, the Employer shall be entitled to claim from the Expert compensation for the suffered damages or lost profits, under general terms, and in the full amount.

§ 4.

Contract duration and terms

1. The Contract shall be concluded for a specific period of time, 5 years after its conclusion; the confidentiality obligation shall survive the term or termination of the Contract according to the rules specified in this Contract.
2. For the proper performance of the Contract, the Parties shall communicate with each other on an ongoing basis, in written or e-mail form, to the addresses below.
 - 1) For the Employer: e-mail: *name.surname@port.lukasiewicz.gov.pl*, correspondence address: *Name and Surname*, Sieć Badawcza ŁUKASIEWICZ – PORT Polski Ośrodek Rozwoju Technologii, Stabłowicka 147, 54-066 Wrocław
 - 2) For the Employee: e-mail: *name.surname@email.com*, correspondence address: *street, town/city, postcode*.
3. Changes to the details provided in (2) do not constitute amendments to the Contract, and become effective when a Party is notified about such changes and provided with the new data.

4. The Employer shall provide the Employee with any necessary assistance in the due performance of the Contract, in particular for providing the Employee with any necessary information regarding the Order for the performance of each Service referred to in § 1 (1).
5. As a rule, the Employee shall carry out the activities set out in §1 (1) remotely (outside the registered office of the Employer) unless the Employer decides otherwise.
6. If the subject of the Contract set out in §1 needs to be implemented at the registered office of the Employer, or in another town or city indicated by Ł-PORT, if necessary, the Employer shall provide the Employee with accommodation in such a town or city.
7. The Employee shall use the accommodation provided by the Employer, or by another party making accommodation arrangements on behalf of the Employer.
8. If the subject of §1 is carried out at the registered office of the Employer, or in another location indicated by Ł-PORT, the Employer shall cover the costs of the Employee's travel.
9. The Employer shall cover the costs of travel by train in second class, bus, tram, metro, taxi, a car which is not the property of the Employer, by air in economy class, or, if the Employee's permanent or temporary residence is outside the borders of the Republic of Poland, also by ship/ferry.
10. As a rule, if the Employee travels by plane, the travel arrangements shall be made by the Employer, or by another party operating on behalf of and for the benefit of the Employer.
11. An Employee who does not use the travel arrangements made by the Employer, or by another party operating on behalf of and for the benefit of the Employer, is entitled to the reimbursement of the costs of flights in economy class, provided that the estimate of expenses is agreed in advance with a representative of the Employer.
 3. If the Employee uses a passenger car not owned by the Employer for business travel, the Employee shall be entitled to a refund of travel costs in the amount stipulated in the Regulation of the Minister of Infrastructure of 25 March 2002 on the conditions for establishing and the method of returning the costs of using passenger cars, motorcycles and mopeds not owned by the employer for business purposes.
1. Any additional costs related to journeys using the car as mentioned in (12), in particular motorway toll fees and parking fees, shall not be reimbursed.
2. Journeys made in a car as specified in (12) shall be settled by filling in the form provided in Appendix No. 6 to the Contract.
3. Journeys made by means of transport specified in §4 (9), other than a car which is not the property of the Employer, shall be settled by filling in the form provided in Appendix No. 7 to the Contract, to which the documents confirming the actual costs of the trip should be attached (tickets, boarding passes, invoices, receipts, sales receipts, etc.).
4. In justified cases, and at the request of the Employee, the WIB Programme Director may approve the reimbursement of other expenses directly related to the journeys incurred to facilitate the performance of duties for the benefit of the Employer.
5. An Employee travelling to perform duties for the benefit of the Employer shall observe the principle of frugality when planning and making the journey.
6. If the respective activities specified in the entrusted Order cannot be carried out in the scope and within the time limit prescribed by the Employer, the Employee shall immediately notify the Employer of this fact in writing, and state the reasons why the Order cannot be performed. Under the circumstances mentioned in the preceding sentence, and after identifying the reasons for the non-performance of the activities, the Employer, at its own discretion, shall suggest a new time limit or scope for the performance of the activities, or shall have the right to

terminate the Contract with immediate effect, and in such an event the Employee shall have no right to remuneration.

§ 5.

Copyrights

1. If a Service or the Services set out in §1(1) result in any works within the meaning of the Act of 4 February 1994 on copyright and related rights, the Parties jointly agree that under this Contract, and in return for consideration as set out in §6, Ł-PORT shall purchase all the author's economic rights to all the creative works produced by the Expert in relation to the performance of this Contract, without any territorial or time limitations.
2. For the consideration set out in §6, the Parties jointly agree that, in accordance with (1), Ł-PORT shall purchase – without any territorial or time limitations – all the author's economic rights to any works within the meaning of Article 1 of the Act of 4 February 1994 on Copyright and Related Rights (irrespective of the form of their expression), in all fields of use known on the day of the transfer of the above-mentioned rights, including, in particular, in the fields of use set out in Article 50 and Article 74 (4) of the Copyright Law, i.e.
 - 1) recording and copying – reproducing copies of the works created under of the Contract, using any technique, including by printing, reprography, magnetic recording, or digital techniques, and recording their compilations on a computer memory;
 - 2) marketing of the original copy or duplicates thereof on which the works were recorded – by marketing, lending, or leasing, the original copy or duplicates;
 - 3) distributing the works in a manner other than set out in (2) – by means of public performance, exhibitions or displays, and by making them publicly available in such a way that anyone can have access to such works in a place and at a time of their choosing.
3. As far as the works mentioned in (1) and (2) are concerned, the Parties hereby agree that the author's economic rights are effectively purchased when such works are accepted, and in particular when the works are made available to Ł-PORT, in any manner.
4. When concluding the Contract, the Employee declares that the works shall not violate any rights of third parties, including, in particular, any moral or author's economic rights, or derivative rights, or rights arising from contracts concluded by the Employee with third parties. The Employee declares that it has obtained the legally required consent for the disposal and exercising of derivative rights to each of the works, and the appropriate authorisation to change the existing state of such works.
5. If any justified claims of the violation of rights mentioned in (4) above are filed against the Employer, the Employee shall discharge the Employer from any responsibility arising from the above-mentioned violations, and if any judicial procedure is instigated against the Employer for the above-mentioned violations, the Employee shall participate in such a procedure as a party, or, if this is not possible, an intervening party.
6. The Employee agrees to make each work available without any additional remuneration, and without listing the name, surname, or business name of the Employee (anonymously).
7. The Employee shall refrain from exercising his or her moral copyrights to the works, in full or in part, in a manner preventing or restricting the use and disposal of such works by the Employer, or by parties to whom the Employer shall transfer the author's economic rights or licences to the works.
8. The Employee undertakes that, within the remuneration set out in §6 of the Contract, the author's economic rights to each work in new fields of use produced in the future, and unknown at the moment of signing the Contract, shall be transferred to the Employer within 7 days of the day the Employer correctly notified the Employee.

§ 6.

Remuneration

1. The Parties agree that for the provision of selected Services as set out in §1 (1), correctly provided and commissioned under the Order, the Employee shall receive the following gross remuneration, expressed in Polish zlotys:
 - 1) PLN (in words:) gross for the substantive evaluation of one application
 - 2) PLN (in words:) gross for participation in the appeal procedure, in particular by carrying out (one) substantive analysis of the appeal against the result of a substantive evaluation
 - 3) PLN (in words:) gross for participation in (one) Expert Panel to conduct the substantive evaluation of Applications for funding Research Teams
 - 4) PLN (in words:) gross for (one) periodic Scientific Evaluation and (one) final evaluation of Research Teams based on the Criteria of Scientific Evaluation adopted by the Managing Entity, and potential opportunities to commercialise the results of works of Research Teams
 - 5) PLN (in words:) gross for an additional (one) opinion concerning the Scientific Evaluation of Research Teams within the WIB Programme, prepared at the request of Ł-PORT
 - 6) PLN (in words:) gross for (one) opinion on the validity of the expenditure of a Research Team operating within the WIB Programme, and the compliance of the expenditure with the Funding Agreement, and its relation to the field of scientific activity set out in the Communication on Fields of Activities, prepared at the request of Ł-PORT
 - 7) PLN (in words:) gross for (one) other opinion, as necessary for the correct management of the WIB Programme, prepared at the request of Ł-PORT.
2. The remuneration due to the Employee shall be payable within 30 (in words: thirty) days of the date on which the Employer is served with a correctly issued invoice or receipt, the template of which is provided in **Appendix No. 5** to the Contract.
3. The Order Acceptance Report, the template of which is provided in **Appendix No. 4** to the Contract, signed by a person authorised by Ł-PORT, and confirming the proper performance of a Service or the Services as set out in the Order, shall be the basis for the issue of an invoice/receipt.
4. The remuneration set out in (1) shall be payable to the following bank account of the Employee
.....
5. The day of debiting the bank account of the Employer shall be considered as the day of payment.
6. If the remuneration is payable according to the VAT invoices issued by the Employee, payment shall be made according to the provisions of this section, provided that, if it is required by law, the bank account set out in (4) shall be entered in the register of VAT payers, unregistered entities, or entities removed and re-entered in the VAT register kept by the Head of the National Revenue Administration (the so-called white list of VAT payers) (hereinafter referred to as **"the VAT White List"**). If required by law, where the bank account is not entered on the VAT White List, the Employee shall authorise the Employer to refrain from paying the remuneration until the bank account is entered on the VAT White List.
7. The remuneration due to the Expert for the performance of the Contract is the total remuneration due to the Expert for the performance of all duties set out in the Contract, including for the transfer of copyrights.
8. The remuneration shall not be paid for a Service or the Services set out in §1(1), and provided in violation of the rules specified in the appendices to the Contract, or in violation of the rules and regulations set out in the documentation for the WIB Programme.
9. If the Expert and Applicant are found to be affiliated, or if the Expert is found to be in violation of the rules set out in §2 (3) of the Contract, and such affiliation or violation could affect the reliability or objectivity of the performance of

selected Service or Services as set out in §1 (1), the Employer shall have the right to refuse to pay the due remuneration, or to request the reimbursement of any already-paid remuneration.

10. The Employer declares that it is an active VAT payer, and its Tax-Identification Number (NIP) is
11. The due remuneration for the performance of the subject of Contract is financed from the Polish Science Fund.

§ 7.

The protection of personal data

1. The Employer shall be the Controller of the personal data processed in the course of this Contract.
2. For the purposes of the performance of this Contract, the Employer may process the specific personal data of the Employee. The Employer declares that personal data are processed in accordance with generally applicable law, in particular pursuant to 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 (The General Data Protection Regulation) (“the GDPR”).
3. The Parties jointly declare that the Employer, as the Controller of the Employee’s personal data, has fulfilled its information duties towards the Employee with regard to the processing of personal data through Appendix No. 1 to this Contract. The Employee declares that the content of **Appendix No. 1** to this Contract has been read and understood.
4. As the Controller of personal data, the Employer entrusts the Expert with the processing of personal data processed as part of the performance of the Contract, on behalf of and for the benefit of the Employer, and under the conditions set out in sections 5–6, and in a separate authorisation issued to the Employee.
5. As part of the performance of the Contract, the Employer does not authorise the Expert to further entrust the processing of personal data to other entities/persons, on behalf of and for the benefit of the Employer.
6. Personal data entrusted for processing may be processed by the Expert only for the purpose of the subject of the Contract as set out in §1 (1), and during the term of the Contract.
7. The Expert states that he/she shall apply all security measures meeting the requirements of the GDPR, thus protecting the rights of data subjects.

§ 8.

Notice and termination

1. Each of the Parties may terminate this Contract within its term with one (1) month's notice in a written form under the pain of nullity.
2. The Employer may terminate this Contract with immediate effect in any of the following circumstances:
 - 1) the Employee is removed from the List of Experts referred to in the Rules and Regulations;
 - 2) the Employee fails to submit a statement referred to in § 2 (3);
 - 3) it has been found that the statement submitted in writing referred to in § 2 (3) is not true;
 - 4) a failure to perform or undue performance of the Contract by the Employee, including but not limited to the untimely performance of the activities covered by the Contract or other violations of the Contract in the event when, despite the Employee’s being requested by the Employer to ensure the proper performance of the Contract, the Employee continues to violate its provisions.

§ 9.

Contractual penalties

1. The Employer may charge the Employee with contractual penalties in the following cases and amounts:
 - 1) for a delay in the performance of a one-time Service referred to in § 1 (1) (1-7) within a time limit specified in line with § 2 (6) of the Contract – 10% of the gross remuneration referred to in § 6 (1) (1-7) of the Contract corresponding to the remuneration amount for the Service specified therein, for each day of delay,
 - 2) for a delay in rectifying deficiencies, errors, discrepancies or ambiguities in each opinion/assessment within the time limit specified in line with § 2 (7) of the Contract – 10% of the gross remuneration referred to in § 6 (1) (1-7) of the Contract corresponding to the remuneration amount for the Service specified therein, for each day of delay,
 - 3) in the event of the termination of this Contract by the Employer as a result of circumstances attributable to the Employee – 30% of the total remuneration received by the Employee under this Contract,
 - 4) in the event of a groundless refusal to accept or perform the one-time Service referred to in § 1 (1) (1-7) – in the amount corresponding to the gross remuneration amount referred to in § 6 (1) (1-7) for the Service.
2. The Employee agrees for the deduction by the Employer of contractual penalties from the remuneration due to him/her on the basis of this Contract.
3. The contractual penalties referred to in (1) (1-4) may be accumulated, but the total amount of contractual penalties charged to the Employee may not exceed 40% of the total remuneration to be received by the Employee as part of this Contract.
4. The contractual penalties in question shall not prevent the Employer from seeking compensation in the full amount from the Employee under applicable law.

§ 10.

Final provisions

1. Any amendments and supplements hereto shall require a written form and shall otherwise be null and void.
2. Any disputes which may arise from the performance of the Contract shall be settled by common courts with a jurisdiction over Employer's registered office.
3. Business days referred to in this Contract shall be days from Monday to Friday, excluding public holidays pursuant to the Act of 18 January 1951 on public holidays.
4. The Contract has been made in two counterparts, one for each of the Parties.
5. The appendices mentioned below constitute an integral part hereof:
 - 1) Notice for the Employee to comply with Employer's obligations arising from Article 13 GDPR
 - 2) Order for the provision of the Service under the Competition.
 - 3) The Employee's statement for the Contract:
 - 3a) Statement of the Employee – a Polish national
 - 3a) Statement of the Employee – a foreigner
 - 4) Order acceptance report.
 - 5) Receipt for the Contract.

- 6) Settlement of the costs of using a passenger car not owned by the Employer for business travel associated with the performance of duties for the Employer.
- 7) Settlement of the costs of business travel associated with the performance of duties for the Employer.

Employer

Employee

Appendix No. 1 to
Contract No .../2019/UZ

Information clauses for the Employee, as required for the Employer to fulfil their duties arising from the provisions of
Article 13 of the GDPR

1. The Controller of your personal data ("the Controller") is the **Łukasiewicz Research Network – PORT – the Polish Centre for Technology Development**, based in Wrocław, at ul. Stabłowicka 147, 54-066 Wrocław, a State-legal person operating in the form of an Institute, forming part of the Łukasiewicz Research Network, having legal personality, entered in the National Court Register under number 0000850580, Tax-Identification Number (NIP) 8943140523.
2. The Controller has appointed a Data-Protection Officer. It is the person responsible for contacts on all matters concerning the processing of personal data, and for exercising the rights concerning the processing of data. The Officer may be contacted by e-mail on iod@port.lukasiewicz.gov.pl, or through hard-copy mail at the address of the Controller's registered office (ul. Stabłowicka 147, 54-066 Wrocław).
3. Your personal data shall be processed only for the purposes necessary to perform the civil-law contract binding on you, pursuant to Article 6(1)(b) of the GDPR. Signing the contract with the Controller is conditional on the disclosure of the appropriate data.
4. For the above-mentioned purposes, the Controller may process your personal data, namely identification data, including name, surname, personal-identification number (PESEL), contact details, including correspondence address, residence address, e-mail address, telephone number, and bank-account number.
5. The following shall be the recipients of your personal data: the Ministry for Science and Higher Education, the Łukasiewicz Centre, and other entities and bodies authorised under the provisions of law.
6. Your personal data shall not be communicated to any third country/international organisation.
7. As a rule, your personal data shall be kept during the term of the civil-law contract signed with the Controller binding on you, extended to include the limitation period for any claims concerning such a contract. However, the provisions of law might set out the obligation to process the data for a longer period (e.g. for accounting purposes).
8. You have the right of access to the content of your data, and the right to rectify, erase, and restrict the processing of your data, the right to data portability, the right to object to the processing, and the right to lodge a complaint with the President of the Data Protection Office if you find that the processing of data violates the provisions of the law.
9. If further processing of your personal data is planned for purposes other than the purpose for which the data were collected, you shall be notified about it prior to the further processing to obtain your informed consent.

Appendix No. 2 to
Contract No/2019/UZ

Order for the provision of services under Call

No.	Type of task*	No. of Application for funding	Name of Applicant	Title of Research Task	Gross rate (PLN)	Order completion date
1.	Performing the substantive-scientific and economic-social* evaluation of an Application for funding a Research Team under the WIB Programme					
2.	Participation in the Expert Panel for the substantive evaluation of Applications for funding Research Teams under the WIB Programme					
3.	Participation in the appeal procedure, in particular in the form of a substantive analysis concerning an appeal against the result of the substantive evaluation.					
4.	Conducting a periodic Scientific Evaluation, and the final evaluation of Research Teams based on the Criteria of Scientific Evaluation applied by the Managing Entity					
5.	Preparation, at the request of Ł-PORT, of additional opinions concerning the Scientific Evaluation of Research Teams under the WIB Programme					
6.	Preparation, at the request of Ł-PORT, of opinions on the validity of expenditures by Research Teams operating under the WIB Programme, and the compliance of the incurred expenditures with the Funding Agreement, and its relation to the field of scientific activity set out in the Communication on Fields of Activities					
7.	Providing, at the request of Ł-PORT, other opinions to the extent necessary for the correct management of the WIB Programme					

Service delivery: locally / remotely

Please immediately confirm the acceptance of this Order to the e-mail address within 2 working days from the day the Employer submitted the Order.

* Select as appropriate

Appendix No. 3a to
Contract No .../2019/UZ

DECLARATION FOR THE CONTRACT

Surname.....First Name
Personal-identification number (PESEL)..... Tax ID (NIP)
Date of birth Health Fund

Tax Office

Residence address

Telephone

Bank-account number

As the **Employee** under Contract*/Order* No. of, I hereby declare that

1. I am also employed by
(Specify the company name and address)
under an employment contract, or equivalent contract (irrespective of the working time arrangement)
2. The amount of gross remuneration paid under the contract of employment is at least equal to the minimum wage*/lower than the minimum wage*
3. I am also already insured as a person performing
outwork - **yes/no** contract or agency - **yes/no***
concluded with another employer
(Specify the company name and address)
for the period from to
4. I am already insured under titles other than those specified in points 1 and 2**
.....
(Specify the title of the insurance, the company name and address, the type of activity, etc.)
5. I apply*/I do not apply for social-insurance coverage*
6. I apply*/I do not apply for voluntary sickness insurance*
7. I am a retired employee – **yes*/no***, a disability pensioner – **yes*/no*** (benefit number and paying institution)
.....
8. I shall perform the Contract on a business basis and I shall issue a VAT invoice**

The personal data provided in this declaration are processed for the purposes of the contract to which a data subject is a party under Article 6(1)(b) Regulation (EU) 2016/678 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 (The General Data Protection Regulation) ("the GDPR").

The above-mentioned data need to be disclosed for the purposes of the performance of the said contract.

I hereby declare that all information given in this declaration is factually correct and compliant with the law.

I shall notify in writing the Employer of any amendments concerning this declaration, and I accept full responsibility for failure to comply with this commitment.

.....
(Date and legible signature of the Employee)

NOTE * Mark as appropriate "yes" or "no"
**Delete if not applicable

Appendix No 3b to
Contract No .../2019/UZ

STATEMENT FOR THE PURPOSES OF THE SERVICE PROVISION AGREEMENT

Last name	
First name	
PESEL [national identification number] or PASSPORT	
Tax ID:	
Tax residence address:	
Date of birth	
the Health Fund	
Father's name, Mother's name	
the Tax Office	
Contact telephone number	
Bank account number	

1. I have / I do not have * a **tax residence certificate** issued for the period from
2. The data provided in this statement are processed for the purposes of performing the contract the party of which is a person to whom the data refer on the basis of Article 6 section 1 letter b) 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 (GDPR).

The provision of the aforementioned personal data is a prerequisite for the performance of this Contract.

I hereby confirm that all information contained in the statement is in conformity with the actual circumstances and legal situation.

I will inform the Employer in writing of any changes to the above statement and I assume full responsibility for any failure to conform with the aforementioned obligation.

.....
Date and legible signature of the Employee

Appendix No. 4 to
Contract No/2019/UZ

Order-Acceptance Report
drawn up in Wrocław on

1. **Employer**
The Łukasiewicz Research Network – PORT – the Polish Centre for Technology Development, based in Wrocław, at ul. Stabłowicka 147, 54-066 Wrocław – the Managing Entity of the Virtual Research Institute Programme, represented by:

Employee

..... residing in at Personal-Identification Number (PESEL) Tax-Identification Number (NIP)

2. **Completion time according to the Order for the provision of services by** (insert date)
3. *The Employer confirms the acceptance of the activities (specify the names of activities as per the Order)*

No.	No. of application for funding	Name of Applicant	Title of research task	Gross rate (PLN)
1.				
2.				

I hereby declare that all activities specified in Contract No./2019/UZ of have been performed correctly and on time.

The Employer accepts the service with reservations/**without any reservations** (*underline as appropriate*), and confirms it with the signatures of their representatives

Employer

Name and surname	Position	Signature

Employee

Name and surname	Position	Signature
	Expert	

Appendix No. 5 to
Contract No/2019/UZ

Wrocław,

Name and surname

Address of residence

Personal-Identification Number (PESEL)

Tax Office

Receipt No to the Contract

- For the **Łukasiewicz Research Network – PORT – the Polish Centre for Technology Development**, based in Wrocław, at ul. Stabłowicka 147, for the performance of the Order under which the Employee is obliged to carry out the following activities hereinafter referred to as **"the Order"**, in accordance with Contract No/2019/UZ of
- Please transfer the remuneration due under the above-mentioned Contract, amounting to PLN net (in words), to the following bank account

.....
Signature of Employer

I declare that the Order referred to in the above receipt has been performed in accordance with the conditions of the Contract.

.....
Signature of the person authorised to give substantive approval

Settlement		Remarks
Gross remuneration		
Premium for pension insurance		
Premium for disability pension insurance		
Premium for sickness insurance		
Basis of health insurance		
Tax deductible expenses		
Tax base		
Income tax		
Health insurance premium		
Advance for income tax		
Payable amount		
Payable amount in words		

Calculated and verified for formal and accounting correctness

Approved for payment

Appendix No. 6 to
Contract No/2019/UZ
Wrocław,

Name and surname of Expert

Residence address

**Settlement of the costs incurred to use a passenger car which is not the property of the Employer
for travel related to the performance of duties for the benefit of the Employer**

I hereby apply for consent to settle the costs of the use of a passenger car which is not the property of the Employer
for travel related to the performance of duties for the benefit of the Employer

Car registration No.

Engine capacity

Departure (from)			Arrival (at)			No. of kilometres	Rate per 1 km (PLN)	Value (PLN)
Country	City/Town	Date	Country	City/Town	Date			

(Date and legible signature of the Expert)

I hereby approve

.....

(Date and legible signature of the Employer)

Appendix No. 7 to
Contract No/2019/UZ
Wrocław,

Name and surname of Expert

Address of residence

Settlement of the costs of travel related to the performance of duties for the benefit of the Employer

Departure (from)			Arrival (at)			Means of transport	Amount	Currency	Value (PLN)*
Country	City/Town	Date	Country	City/Town	Date				
Travel totals									
Other expenses if approved by the WIB Programme Director (If any)									
TOTAL									

.....

(Date and legible signature of the Expert)

I hereby approve

.....

(Date and legible signature of the Employer)

* As per the average foreign exchange rate published by the NBP on the first day of travel