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Appendix No. 5 to the Request for Quotation

DRAFT PROVISIONS OF THE AGREEMENT
No. I0000.272.15.2022

concluded by and between:

Wrocław University of Environmental and Life Sciences
with its registered office at ul. Norwida 25, 50-357 Wrocław,
REGON [National Business Registry Number]: 000001867,
NIP [Tax Identification Number]: 896-000-53-54

hereinafter referred to as the **Employer**,

represented by:

Professor Damian Knecht, PhD - Vice-Rector for Student Affairs and Education.

and:

.....
NIP [Tax Identification Number]:....., REGON [National Business Registry
Number]:.....

hereinafter referred to as the **Contractor**,

represented by

The Contractor declares that they conduct their business activity on the basis of an entry into the CEIDG/KRS register, number, and declares that their entry in the above register is accurate and up to date.

The provisions of the Public Procurement Law of 11 September 2019 (consolidated text of Journal of Laws of 2021, item 1129 as amended) shall not apply to the award of the following contract, pursuant to the exclusion in **Article 2 item 1 point 1 of the Public Procurement Law of 11 September 2019 (consolidated text of Journal of Laws of 2021, item 1129 as amended)**,

§1

Subject of the Agreement

1. The subject of the Agreement is the **effective recruitment of students for a 5.5-year programme of studies in the field of veterinary medicine** in English at the Wrocław University of Environmental and Life Sciences (hereinafter referred to as the UPWR) **in Nordic countries**.
2. The term "effective recruitment of a student" should be understood to refer to an applicant for studies, who: was qualified by the Recruitment Committee of the Wrocław University of Environmental and Life Sciences, underwent the recruitment procedures, was placed on the ranking list qualifying him/her for admission, paid the fee for 1 term of studies and the recruitment fee, was put on the list of students,



undertook studies in a given field of study and remained on the list of students at least until the end of October in the year in which he/she was admitted to studies.

3. Territorial scope of students recruited during the term of the Agreement: Norway, Sweden, Finland, Denmark, Iceland.

§ 2

Rules of education

1. The Employer undertakes to provide education in veterinary medicine to English-speaking students according to a 5.5-year programme in the European Union.
2. The Employer shall provide education to students in accordance with the standard of education for veterinary medicine and reserves the right to change the curriculum.

§3

Obligations of the Parties to the Agreement - Obligations of the Contractor

1. The Contractor shall be obliged to perform the subject of the Agreement with due diligence required when providing services of this kind.
2. The Contractor declares that they have qualifications and experience in recruitments of students that ensure the performance of the subject of the Agreement in accordance with the provisions hereof.
3. As part of their obligations under the Agreement, the Contractor undertakes in particular to:
 - 1) conduct information activities about the characteristics of the studies being the subject of the contract and the related fees, as well as about the costs of living in Poland, including by: presenting the applicants with the information provided by the Employer on the criteria for admission to studies, the applicable recruitment documents (forms, applications, etc.) and how to complete them, study programmes and the applicable textbooks, as well as information on accommodation in Wrocław,
 - 2) designate at least one adult person (fluent in English at least) to perform the contract
 - 3) verify the applicants' full certified documentation in English or Polish in a competent way, in accordance with the recruitment requirements set by the Wrocław University of Environmental and Life Sciences
 - 4) provide the Employer, in paper or electronic form, with the following:
 - a) currently applicable rules in the education system of a given country, grading scale, templates of applicable certificates, as confirmed by the Board of Education or Ministry of Education of a given country covered by the scope of recruitment,
 - b) regularly provide up-to-date information on changes in the education system in the countries covered by the recruitment process,
 - 7) provide the Employer, when recommending each applicant for studies, with a complete set of documents (including: legalised secondary school graduation certificate with a list of grades and other documents required by the UPWR - the list of required documents shall be presented to the Contractor by the Employer not later than on **1 March** each year) not later than on **20 September** each year before the beginning of the academic year to which the recruitment applies,



- 8) provide assistance to applicants and foreign students in contacting the Employer and registering their applications in the UPWR recruitment system - **apply.upwr.edu.pl**,
- 9) familiarise applicants and foreign students with basic duties resulting from the regulations in force at the UPWR,
- 10) provide any recruited student with assistance in organising his/her travel to Poland in order to undertake the studies, in particular with assistance in: obtaining a visa and completing residence formalities, organising social and living matters, accommodation, etc,
- 11) take due care that all students of the Employer, recruited by the Contractor in accordance with the conditions specified in the Terms of Reference, arriving in Poland, have adequate health insurance or a European Health Insurance Card, covering the period of their studies in Poland.

§ 4

Obligations of the Parties to the Agreement - Obligations of the Employer

1. The Employer undertakes to perform the following actions:
 - 1) accept applications and carry out the recruitment procedure with the participation of students recommended by the Contractor,
 - 2) admit the students recommended by the Contractor to studies after the Recruitment Committee of the UPWR confirms that they meet the conditions specified in the current regulations or internal acts of the UPWR,
 - 3) provide adequate, qualified personnel to conduct education in the field of veterinary medicine in English, leading to the award of a degree in veterinary medicine (“lekarz weterynarii”),
 - 4) provide students with full access to the facilities, equipment and infrastructure of the UPWR, in particular the library, reading rooms, Internet connections, recreational and sports facilities, on the same terms as students of other faculties, in accordance with the regulations of the UPWR,
 - 5) provide the Contractor, within 7 days from the date of publication of the Regulation of the Rector of the UPWR on the rates of fees for educational services, with information concerning the following academic year, including relevant UPWR regulations, information related to the field of study in veterinary medicine run by the Wrocław University of Environmental and Life Sciences, recruitment procedures, rates of fees for studies, study programmes, recruitment and ID card fees, and to inform the Contractor immediately of any changes and updates in this respect.

§5

Admission to studies

1. The preliminary verification of applicants for studies includes verification of documentation, conducted by the Contractor in accordance with the recruitment requirements specified by the Wrocław University of Environmental Life Sciences in the resolution on the conditions, mode and time limits of the recruitment procedure for applicants for the first year of full-time and part-time studies at the Wrocław University of Environmental and Life Sciences for a given academic year.
2. An applicant for studies must meet the criteria provided for in the internal acts of the UPWR:
3. The number of places for studies in veterinary medicine in English is determined by the Rector's Regulation.



4. An applicant who is a foreigner referred by the Contractor shall be admitted to studies by way of an administrative decision of the Rector of the UPWR, after being accepted by the Recruitment Committee UPWR. An applicant who is a Polish citizen is admitted by means of an entry on the list of students.
5. The admission of an applicant as a student shall be conditional on their obtaining an appropriate number of points as determined by the Recruitment Committee of the UPWR.
6. The schedule of recruitment for studies in veterinary medicine in English for each academic year shall be determined by a separate regulation of the Rector of the UPWR.
7. The Contractor acknowledges and accepts that this Agreement does not exclude the possibility of enrolling other foreign students and Polish citizens who meet the recruitment conditions and are recruited by the Employer.

§ 6

Fees

1. Tuition fees are set by the Rector in a regulation. In the academic year 2022/2023, the tuition fee **for veterinary medicine in English is PLN 17,500.00 per term. The amount of the fees in each year shall be communicated to the Contractor not later than 31 May each year.**
2. An application fee of PLN 85.00/EUR 20 is required from each applicant. An ID card fee of PLN 22.00 is required from each applicant admitted to studies. A deposit and other fees for accommodation in a student hall of residence are required from an applicant admitted to studies if the applicant wishes to use such accommodation.
3. The aforementioned fees are paid directly to the account of the Wrocław University of Life and Environmental Sciences by the applicant student within the time limits indicated by the UPWR.
4. Tuition fees are charged per term.

§ 7

Term of the Agreement

This Agreement shall be effective from the **date of its signing until 31 October 2024.**

§ 8

Contractor's remuneration

1. The Parties agree that the Contractor's remuneration for the performance of the Agreement shall be determined in accordance with the principles set out in section 2 below.
2. **For successfully recruiting** a student as understood in §1 section 2 for **the first term of studies in veterinary medicine in English**, the Contractor shall be entitled to a lump-sum remuneration in the form of a commission **in the amount of ... %** of the net fee for the first term of studies (currently PLN 17,500.00) paid by that student, up to the maximum total amount of PLN 129 150,00 gross (gross amount in words: one hundred twenty nine thousand and one hundred fifty PLN) that the Employer intends to allocate to finance this contract.
3. VAT shall be added to the above-mentioned remuneration in accordance with the regulations in force as at the date of issue of the invoice.
4. The remuneration referred to in section 1 shall include all costs and expenses of the Contractor related to the performance of the subject of the Agreement.



5. The Contractor shall not demand any additional remuneration for undertaking any activities related to the performance of the Agreement which are not expressly mentioned in the Agreement but which are necessary for the proper performance of the Agreement.
6. The Contractor's remuneration for each effectively recruited student shall be paid only after the payment for the given term of studies made by the recruited student (remaining on the student list until the end of October of the year in which the student was enrolled) is credited to the account of the UPWR.

§ 9

Payment terms

1. All settlements between the Employer and the Contractor related to the performance of the public contract covered by this Agreement shall be made in PLN.
2. *(Applicable to Contractors whose registered office is outside of Poland)* The amount calculated in PLN shall be then converted into EUR according to the current average PLN/EUR exchange rate, which is the basis for converting the value of public contracts or competitions, published by the President of the Public Procurement Office.
3. *(Applicable to Contractors whose registered office is outside of Poland)* Payments shall be made in **EUR** by transfer to the bank account indicated by the Contractor to the Employer on the invoice, within 30 days of receipt by the Employer of a correctly issued invoice.
4. The Contractor shall cover all the service costs of their bank. The Contractor shall also cover currency conversion costs in the event that the account indicated by the Contractor for payment is not an account denominated in the currency in which payment is due to be made in accordance with the Agreement.
5. The Contractor shall issue a collective invoice for each academic year after the list of students mentioned in section 6 below has been approved by the Wrocław University of Environmental and Life Sciences.
6. The Contractor shall issue an invoice based on the list of recruited students who commenced studies, paid the fee for the first term of studies in a given academic year and remained on the list of students as of 31 October of a given year, drawn up by the Contractor and approved by the Employer.
7. The address for delivery of an invoice to the Employer shall be:
Wrocław University of Environmental and Life Sciences
ul. Norwida 25
50-375 Wrocław
8. Contractors may send invoices by e-mail - to the address rekrutacja@upwr.edu.pl
9. An invoice shall be issued by the Contractor in compliance with the national law applicable to the Contractor. The invoice shall include the agreement number. A Contractor whose registered office is outside of Poland shall use the European VAT identification number PL8960005354 when issuing the invoice.
10. The day of payment shall be the day of debiting the Employer's bank account from which the funds are paid.

§ 10

Representatives of the Parties



1. The persons appointed to make arrangements and coordinate the performance of this Agreement are:
 - 1) For the Employer: Agata Hryceniak, tel. +48 71 320 10 75, e-mail agata.hryceniak@upwr.edu.pl
 - 2) For the Contractor:tel., e-mail:
2. A change of the persons referred to in section 1 does not require an amendment to the Agreement and shall be made by a written notification to the other Party.

§ 11

Withdrawal from the Agreement

1. The Employer may withdraw from the Agreement without compensation to the Contractor:
 - 1) in the event of a material change of circumstances resulting in the performance of the Agreement not being in the public interest, which could not have been foreseen at the time of conclusion of the Agreement, or further performance of the Agreement posing a risk to a material interest of state security or public safety. Withdrawal from the Agreement shall include the reason for withdrawal. Withdrawal from the Agreement in this case may take place within 30 days from the date of becoming aware of the above circumstances. In such a case, the Contractor may demand only the remuneration due for the part of the Agreement actually performed;
 - 2) when the Contractor performs a service not in compliance with the Agreement, without the Employer's approval, and fails to start its proper performance, despite a request from the Employer to change the manner of performance and an additional 30-day time limit, under pain of withdrawal from the Agreement.
2. Withdrawal from the Agreement for the reasons referred to in section 1 item 2 shall be effective if a statement of withdrawal from the Agreement is submitted to the Contractor within 7 days from the date on which the Employer becomes aware of the occurrence of circumstances entitling it to withdraw from the Agreement.
3. Either Party may terminate this Agreement without notice as a result of an ascertained improper performance of the Agreement by the other Party if, despite a prior written request to remedy the breaches and the setting of a 30-day time limit from the date of delivery of the letter threatening termination of the Agreement without notice, the other Party has failed to comply with the request.

§ 12

Amendments to the Agreement

1. The Employer provides for the possibility to amend the provisions of the Agreement compared to the bid on the basis of which the Contractor was selected if at least one of the circumstances listed below occurs:
 - 1) change of the amount of the tuition fee regulated by the Regulation of the Rector of the UPWR,
 - 2) force majeure making the performance of the Agreement impossible according to the Request for Quotation (flood, hurricane, epidemics, fires, war, national unrest, strikes, air crash, population protests), preventing the execution of the Agreement in accordance with its provisions. In such a case, the time limit shall be extended by the period necessary to remove the consequences of force majeure,
 - 3) other changes resulting from circumstances attributable to the Employer, caused in particular by:



- a) suspension or change of students' recruitment dates, in particular due to reasons attributable to the Employer or due to force majeure (e.g. natural disaster, strike, etc.), having a direct impact on the timely performance of the contract
 - b) resignation by the Employer from the performance of a part of the contract,
- 4) changes resulting from actions of administrative authorities, in particular: issuing a decision to suspend the performance of services for reasons other than attributable to the Contractor in connection with activities undertaken to prevent the spread of the SARS COVID-19 epidemic.
2. If any of the circumstances mentioned in section 1 items 1-4 occur, the time limit for the performance of the Agreement may be adequately extended by the time necessary to complete the performance of its subject in a due manner, but not longer than by the duration of these circumstances.
3. If the Employer decides to cease providing part of the services, the Employer shall pay for all services completed and documented costs that the Contractor has incurred in connection with the services planned under the Agreement, pursuant to the Agreement.
4. The necessity to extend the time limit for the performance of the contract in the event of circumstances beyond the control of the Parties that could not be foreseen when concluding the Agreement, in particular in the event of the need to provide additional services.
5. Each change of remuneration resulting from the reasons indicated in section 1 items 4 and 5 should be preceded by a letter containing a justification of such changes (official note, letter of the Contractor, necessity report) and cost calculation.
6. If the calculations and documents do not sufficiently justify the change in the prices, the Employer may refuse to change the remuneration until additional clarifications/pieces of evidence are provided.
7. The Contractor's delay in performing the Agreement shall exclude the possibility of increasing the contract price.
8. Changes shall be made in compliance with the following rules:
- 1) Each of the Parties to the Agreement may request the changes referred to in this § section 1 above by submitting a written request justifying the circumstances related to the change affecting the due performance of the Agreement.
 - 2) Each of the Parties to the Agreement may request the submission of additional declarations or documents confirming the impact of the circumstances connected with the change referred to in item 1 above on the due performance of the Agreement.
 - 3) On the basis of the application referred to in item 1 above, within 21 days of its receipt, a Party to the Agreement shall communicate their position to the other Party. If a Party to the Agreement has received further declarations or documents, the time limit shall be counted from the date of their receipt.
9. All the provisions specified in section 1 may constitute a catalogue of changes to which the Employer may consent, but they do not impose an obligation either on the Employer or on the Contractor to give such consent.
10. Any such change shall be introduced in the procedures and modes described in the Agreement.
11. Any amendments to the Agreement shall be made by authorised representatives of the Employer and the Contractor in writing, by way of an annex to the Agreement, otherwise being null and void. Any amendment to the Agreement made in breach of the above rules shall be null and void.



12. In the case of any amendment referred to above, the applicant shall bear the burden of documenting the circumstances arising.

§ 13

Contractual penalties

1. The Employer shall require the Contractor to pay contractual penalties in case of withdrawal from the Agreement by the Employer or the Contractor for reasons attributable to the Contractor, in the amount of PLN 10 000.
2. The time limit for the payment of the contractual penalty shall be 14 days from the date of effective delivery of the payment request to the Party. In the event of a delay in the payment of the contractual penalty, the Party entitled to receive the contractual penalty may demand statutory interest for each day of delay.
3. The payment of the contractual penalty by the Contractor or deduction of the penalty amount by the Employer from the payment due to the Contractor shall not release the Contractor from the obligation to fulfil any duties and responsibilities under the Agreement.
4. If the contractual penalty under any of the titles listed in section 1 does not cover the damage suffered or the benefits lost (in particular the loss of the right to funding), the Employer may seek additional compensation on general terms under the provisions of the Civil Code.
5. The Contractor agrees to have potential contractual penalties deducted from their remuneration.
6. The Parties reserve the right to claim additional compensation up to the amount of damage actually suffered.
7. The Contractor undertakes to repair the damage caused to the Data Controller as a result of a personal data breach due to the Contractor's fault. In particular, the Contractor undertakes to cover the costs of court proceedings and legal representation incurred by the Data Controller, as well as to compensate the person affected by the breach.

§ 14

Personal data protection

1. The Parties undertake to comply with the provisions on personal data protection, in particular the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation 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 Agreement, the Employer entrusts the Contractor, pursuant to Article 28 of the GDPR, with the processing of personal data to the extent and for the purpose necessary for the implementation of the services covered by the Agreement.
3. The Employer undertakes to process the personal data made available to it by the Contractor in accordance with currently applicable regulations, exclusively in connection with the procedure and performance of the contract.
4. The Contractor declares that they have fulfilled the information obligations provided for in Article 13 or Article 14 of the GDPR towards natural persons from whom they have directly or indirectly



- obtained personal data in order to bid for the contract and in the course of its performance.
5. The Contractor undertakes to ensure the security of the data provided by the Employer. In the case of disclosure or loss of personal data, the Contractor undertakes to inform the Employer immediately in writing, indicating the circumstances of the event and the extent of the data disclosed or lost.
 6. The Contractor shall be liable for damage caused to the Employer or third parties as a result of processing of personal data contrary to the Agreement, or their disclosure or loss.
 7. The Contractor undertakes to repair the damage caused to the Employer as a result of a personal data breach due to the Contractor's fault. In particular, the Contractor undertakes to cover the costs of court proceedings and legal representation incurred by the Employer, as well as to compensate the person affected by the breach.

§ 15

Other provisions

1. This Agreement is concluded in Polish and in English. It shall be governed by and construed in accordance with the laws of the Republic of Poland. Should any dispute arise, the Polish version shall prevail and be binding upon the Parties.
2. All notices and information between the Parties shall be provided by e-mail, registered letter with return receipt requested or by courier service. In the case of delivery by e-mail, the delivery shall be confirmed by a return e-mail stating that the notice was received, sent immediately upon receipt of the notice or information. In the event of a change of address, a Party shall immediately inform the other Party thereof, or else delivery to the previous address shall be deemed to have been effected on the date of delivery by the postal operator or courier service.
3. If, after 30 days from the commencement of direct negotiations, the Employer and the Contractor are unable to resolve the dispute amicably, each Party may submit the dispute to a common court having jurisdiction over the Employer.
4. In matters not regulated herein, the provisions of the Civil Code and other provisions relevant to the subject of this Agreement shall apply.
5. Any disputes that may arise in connection with the performance of the Agreement and cannot be settled amicably shall be submitted for resolution to the court having jurisdiction over the registered office of the Employer.
6. The Agreement has been drawn up in three counterparts, two for the Employer and one for the Contractor.
7. For the avoidance of any doubts as to the interpretation of the Agreement, the Parties agree that should any part of the Agreement prove to be invalid or otherwise legally defective, the remaining provisions of the Agreement shall remain in force and binding on the Parties (severability).
8. The Bid Form completed by the Contractor is an integral appendix to this Agreement.
9. If the provisions of the Appendices are in conflict with the provisions of this Agreement, they shall be interpreted in such a way as to enable the Agreement to be performed to the fullest extent possible, and if this is not possible, the provisions of the Agreement shall prevail.



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**PUBLIC PROCUREMENT AND PURCHASING CENTRE – PROCUREMENT AND CONTRACT
SECTION**

EMPLOYER

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CONTRACTOR

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