



UNIA EUROPEJSKA
EUROPEJSKI
FUNDUSZ SPOŁECZNY



Project co-financed by the European Union as part of the European Social Fund

Krakow, 31st of July 2019

Invitation to tender, hereinafter referred to as “the Invitation”

1) Name (company) and address of the Contracting Authority.

1. Jagiellonian University, ul. Gołębia 24, 31-007 Krakow.
2. Entity handling the case:
Jagiellonian University Public Procurement Department, ul. Straszewskiego 25/2, 31-113 Krakow;
tel. no. +4812-432-44-50; fax +4812-663-39-14;
e-mail: bzp@uj.edu.pl
website: www.uj.edu.pl
place of publication of notices and information: www.przetargi.uj.edu.pl/zaproszenia-oferty-uslugi-spoleczne

2) Contract award procedure.

1. The procedure is conducted as an invitation to tender procedure pursuant to Art. 138o Para. 2 - 4 of the Act of 29 January 2004 - Public Procurement Law (i.e. Journal of Laws of 2018, Item 1986, as amended).
2. To the activities undertaken by the Contracting Authority, hereinafter referred to as the Contracting Authority, and the Entity concerned, hereinafter referred to as the Contractor, in this tender procedure, the provisions set out in this Invitation shall apply.

3) Description of the subject of the Contract.

- 1.1. The subject of the procedure and the order is to select the Contractor in the scope of comprehensive preparation and conducting of the foreign training "Active Learning - advanced course", in English.
- 1.2. The training should take place in a public institution or a company conducting activity in the area of training of academic teachers. The training should take place in the last week of September (23 - 29.09.) or the first week of October (30/09 - 06.10.) 2019.
- 1.3. The aim of the training is to prepare academic teachers to conduct classes:
 - 1.3.1 with diverse student groups (also in terms of nationality)
 - 1.3.2 in teams of various sizes,
 - 1.3.3 various activating methods and using a variety of strategies,
 - 1.3.4 assessing skills and competences developed in these processes,
 - 1.3.5 based on the compliance of learning outcomes, teaching methods and methods of assessment (constructive alignment) and evidence-based education (Evidence Based education).
- 1.4. In particular, the training should cover the following topics: project-based learning and / or problem or case (PBL, CBL), Flipped Classroom, Collaborative learning, formative assessment, assessment based on criteria (rubrics)

1.5. The training program must include at least 5 (training) working days and commute and return. By working day (training) the Contracting Authority understands 7 teaching hours (1 teaching hour = 45 minutes) group classes and individual consultations (detailed division of classes to the decision of the unit organizing the training).

The Contractor is obliged to prepare and make available to the participants training materials supporting the introduction of active learning methods into teaching practice after the end of the training.

1. The training shall be implemented for a maximum of 16 academic teachers, participants of the “Ars Docendi – development of teaching competence of the Jagiellonian University staff” programme. The final number of candidates shall be confirmed 14 days before the date of the specific training.
 2. Under the Contract, the Contractor is obliged to:
 - a) Organize a detailed training plan and programme, which will be the basis for assessing the compliance of the offer with the Contracting Authority’s requirements for the purpose of the visit in accordance with Item 3) 1 of the Invitation and shall be the basis for the substantive assessment of the tender, according to the template attached as Appendix 2 to the tenderform.
 - b) Provide transport to the place of destination from and to the airport (public transport costs, if any).
 - c) Provide transport between the hotel and the training location, or cover the costs of public transport.
 - d) Provide accommodation with breakfast in three star hotel. The rooms must be single, equipped with bathrooms and with WiFi access. **The Contractor shall present in the tender the full name, exact address and description of the hotel where the accommodation of the whole group is planned.**
 - e) Provide full board for the training participants, including: breakfast, lunch, dinner, and 2 coffee breaks.
 3. The training is implemented as part of the Jagiellonian University project entitled “Ars Docendi – development of teaching competence of the Jagiellonian University staff”; project co-financing agreement no.: POWER.03.04.00-00-D022/16-00, co-financed by the European Union under the European Social Fund – Operational Programme Knowledge Education Development, Priority Axis III “Higher education for economy and development”, Measure 3.4 “Management in higher education institutions”.
 4. The Contractor must offer the subjectmatter of the Contract in accordance with the requirements set out in the Invitation.
 5. Common Procurement Vocabulary: 80000000-4 Education and training services, 63500000-4 Travel agency, tour operator and tourist assistance services, 55100000-1 Hotel services, 55100000-4 Hotel accommodation services, 60000000-8 Transport services (excluding waste transport), 63000000-9 –Supporting and auxiliary transport services; travel agencies services.
- 4) Contract deadline.**

1. The training should take place in a public institution or a company conducting activity in the area of training of academic teachers. The training should take place in the last week of September (23 - 29.09.) or the first week of October (30/09 - 06.10.) 2019
2. The Contractor should indicate the exact date and location of the training in the submitted tender.

5) Principles for selecting the offer

1. Before submitting their tenders, the Contractors may send the Contracting Authority comments and questions concerning the content of this Invitation. The Contracting Authority hereby informs that it will answer the comments and questions submitted at least 3 days before the deadline for submitting the tenders. Comments and questions submitted after this date may be left unanswered by the Contracting Authority. In justified cases, the Contracting Authority, taking into account the submitted comments, may change the content of this Invitation and extend the deadline for submitting the tenders accordingly.
2. The Contracting Authority shall reject the tender of the Contractor excluded from the procedure.
3. The Contracting Authority shall exclude from the procedure:
 - 3.1 The Contractor who fails to prove that it meets the conditions for participation in the procedure specified in 6) 3 of the Invitation.
 - 3.2 The Contractor who is a natural person and who has been convicted in a final and binding manner of:
 - a) a crime referred to in Art. 165a, Art. 181-188, Art. 189a, Art. 218-221, Art. 228-230a, Art. 250a, Art. 258 or Art. 270 to 309 of the Act of 6 June 1997 –the Penal Code (i.e. Journal of Laws of 2016, Item 1137, as amended) or Art. 46 or Art. 48 of the Act of 25 June 2010 on Sport (i.e. Journal of Laws of 2016, Item 176, as amended),
 - b) a crime of a terrorist nature referred to in Art. 115 Sec. 20 of the Act of 6 June 1997 – the Penal Code,
 - c) a treasury crime,
 - d) a crime referred to in Art. 9 or Art. 10 of the Act of 15 June 2012 on the effects of entrusting work to foreigners residing in breach of the regulations of the Republic of Poland (Journal of Laws of 2012, Item 769);
 - 3.3 The Contractor, if the incumbent member of its management or supervisory body, partner in a general partnership or partnership, general partner in a limited partnership or a limited joint-stock partnership or proxy has been convicted of the offence referred to above;
 - 3.4 The Contractor who has been the subject of a final court ruling or a final administrative decision on arrears in the payment of taxes, fees or social or health insurance contributions, unless the Contractor has paid the taxes, fees or social or health insurance contributions due together with interest or fines, or has entered into a binding agreement on the repayment of such receivables;
 - 3.5 The Contractor who has entered into an agreement with other Contractors aimed at distorting competition between Contractors in the procurement procedure, which the Contracting Authority is able to demonstrate by appropriate evidence;
 - 3.6 the Contractor being a collective entity, against whom the court ruled against applying for public contracts on the basis of the Act of 28 October 2002 on the liability of collective entities for acts prohibited under penalty (i.e. Journal of Laws of 2018, Item 703, as amended);

- 3.7 The Contractor against whom a ban on bidding for public contracts was ordered as a precautionary measure;
- 3.8 The Contractor who, for reasons attributable to him, did not perform or improperly performed to a significant degree a previous public procurement contract or concession contract concluded with the Contracting Authority, which led to termination of the contract or awarding damages.
- 3.9 The Contractor who is equity or personally related with the Contracting Authority, in particular through:
 - a) participation in the Contracting Authority's company as a partner,
 - b) holding at least 10% of the shares or stocks of the Contracting Authority,
 - c) performing the function of a member of the supervisory or management body, proxy, or representative of the Contracting Authority,
 - d) being married, being in a direct relationship or affinity, second degree relationship or second degree affinity in the collateral line or in an adoption, guardianship or guardianship relationship with persons authorised to enter into obligations on behalf of the Contracting Authority or persons performing activities related to the preparation and conduct of the procedure for selecting the Contractor on behalf of the Contracting Authority.
- 3.10 The Contractor who, referring to the resources of a third party or who intends to subcontract part of the Contract, has not submitted the declaration referred to in Item 7) 1 of this Invitation in the part concerning such party.
4. In the course of the examination and evaluation of tenders, the Contracting Authority shall first rank the submitted tenders on the basis of the tenders evaluation criteria, and then examine the most advantageous tender in terms of meeting the conditions for participation in the procedure. If the most advantageous tender is rejected, the process of tenders examination shall be carried out in relation to the next tender in the ranking.
5. During the examination and evaluation of tenders, the Contracting Authority may request explanations from Contractors concerning the content of the submitted tenders, as well as negotiate the content and prices of tenders, observing the principles of transparency and fair treatment of Contractors.
6. The Contracting Authority shall correct obvious clerical errors and obvious accounting errors in the text of the tender, taking into account the accounting consequences of the corrections made, and other errors consisting in the non-compliance of the tender with the requirements of the Invitation, not resulting in significant changes in the content of the tender, immediately notifying the Contractor whose tender has been corrected of this fact.
7. The Contracting Authority may reject the tender in particular if it was submitted after the deadline for tender submission, it is inconsistent with the requirements of the Invitation, it contains abnormally low price or there are other justified circumstances rendering the tender inconsistent with applicable regulations.
8. The Contracting Authority shall invalidate this procurement procedure in particular if no tender is submitted or all tenders submitted are rejected or the price of the most advantageous tender exceeds the amount which the Contracting Authority may use to finance the Contract, or there are other justified circumstances resulting in the invalidity of the Contract.
9. The Contracting Authority shall simultaneously notify all Contractors who submitted tenders of the outcome of the procedure, stating the actual reasons for the outcome of the procedure.

10. The Contracting Authority shall immediately publish on its Public Information Bulletin website the information about the award of the Contract, providing the name (company) or name and surname of the entity with whom it concluded the Procurement Contract, or information about not awarding this Contract.

6) Description of subjective conditions of participation in the proceedings.

Contractors who meet the following conditions may apply for the award of the Contract:

1. Competence or right to conduct a specific professional activity, if it results from separate regulations – the Contracting Authority does not set a condition in this respect.
2. Technical or professional capacity –the Contractors need to have the necessary knowledge and experience, i.e: during the last 3 years before the deadline for submitting tenders for the award of the Contract, and if the period of business activity is shorter, they need to have organised at least 2 (two) training courses in teaching methods applied in higher education for foreign academic staff. The term “foreign academic staff” is understood by the Contracting Authority as teachers coming from a country other than the institution providing the training. The Contractor shall be obliged to prove that the services have been performed properly, with the evidence referred to above being references or other documents issued by the entity for the benefit of which the services were performed or are performed in the case of periodical or continuous services, or if for an objective justified reason the Contractor is not able to obtain such documents – the Contractor's declaration; in the case of periodical or continuous services still provided, references or other documents confirming their proper performance should be issued not earlier than 3 months before the deadline for submittingthe tenders.
3. In order to confirm that the conditions for participation in the procedure are met, the Contractor may rely on the technical or professional abilities of other entities, regardless of the legal nature of the legal relations between the Contractor and such entities.
4. **Failure to meet the conditions described in Item 6) 2 of the Invitation shall result in the exclusion of the Contractor from this public procurement procedure. The tender of the Excluded Contractor shall be deemed rejected.**

7) List of statements and documents to be provided by the Contractor in order to confirm that the conditions for participation in the procedure are met and that there are no grounds for exclusion.

1. In order to confirm that the conditions for participation in the proceedings referred to in Item 6) 2 have been fulfilled, and to confirm that there are no grounds for exclusion from the proceeding in the circumstances referred to in Item 5) 3 of the Invitation, the Contractor must enclose to the tender a Contractor's statement on:
 - 1.1 the lack of grounds for exclusion,
 - 1.2 the fulfilment of conditions in the proceedings, including a list of services together with evidence confirming their proper performance, according to the specimen attached as Appendix 1 to the tender form.

2. In order to prove that there are no grounds for exclusion concerning other entities whose resources the Contractor relies on, the Contractor is obliged to submit a declaration referred to in Item 1 above in the part concerning third parties.
3. The Contractor who intends to subcontract a part of the Contract to subcontractors, in order to demonstrate the absence of grounds for exclusion against them, shall be required to make the declaration referred to in Item 1 above in the part relating to subcontractors.
4. In the event of joint bidding for the Contract by the Contractors, the declaration to confirm the absence of grounds for exclusion referred to in Item 1 shall be submitted by each of the Contractors applying jointly for the Contract.
5. If in the course of the procedure the Contractor fails to submit declarations, statements or documents necessary to conduct the procedure, the submitted statements or documents are incomplete, contain errors or raise doubts indicated by the Contracting Authority, the Contracting Authority shall call for their submission, supplementation, or correction within the time limit indicated by itself, unless, despite their submission, the Contractor's tender would be subject to rejection or it would be necessary to invalidate the procedure.

8) Information on the manner in which the Contracting Authority communicates with Contractors and provides statements and documents, as well as indication of persons authorised to communicate with Contractors.

1. Communication by registered letter, letter sent by courier, fax or by electronic means is allowed, provided that the tender, together with the required documents and statements, is submitted in original form in writing before the deadline for submitting the tenders.
2. The following persons are authorised to communicate with the Contractors:
 - 2.1. in formal and technical issues – Jan Wojas
ul. Straszewskiego 25/2, 31-113 Krakow;
 - 2.2. tel. no. +4812-663-39-63; fax +4812-663-39-14,
e-mail: jan.wojas@uj.edu.pl

9) Term of validity of the tender

1. The tender validity period is 30 days.
2. The Contractor, on its own or at the request of the Contracting Authority, may extend the tender validity period, with the proviso that the Contracting Authority may only once, at least 3 days before the tender validity period expires, request the Contractors to agree to extend this period by a specified period, but not longer than 60 days.
3. The tender validity period begins with the lapse of the deadline for submitting and opening of tenders.

10) Description of the manner of preparing tenders.

1. Each Contractor may submit only one tender, which must cover the entire subject matter of the Contract.
2. It is permissible for two or more entities to submit one tender. In such a case, the provisions of the Invitation concerning the Contractor shall apply to the Contractors jointly bidding for the award of a public Contract accordingly.
3. The tender and all appendices are required to be signed by persons authorised to represent the Contractor.
4. In the case of submitting tenders by Contractors applying jointly for the Contract or in the case of the representation of the Contractor by a proxy, the tender should be accompanied by a power of attorney in the form of an original or a notarized copy. The power of attorney should be accompanied by a document confirming the possibility of granting the

- power of attorney. Powers of attorney drawn up in a foreign language shall be submitted by the Contractor together with their translation into Polish.
5. The tender together with the appendices constituting its integral part should be prepared by the Contractor according to the provisions of this Invitation and according to the tender form and its attachments constituting Appendix 1 to this Invitation. In particular, the tender should include:
 - 5.1 a completed and signed tender form together with appendices (completed and supplemented or prepared in accordance with their content).
 - 5.2 the original power(s) of attorney, its notarized copy, provided that the tender is signed by the proxy.
 6. The tender must be written in Polish or English.
 7. If, when submitting the tender, the Contractor reserves the right not to disclose to other participants of the proceedings information constituting a corporate secret, as understood by the regulations on combating unfair competition, the Contractor must clearly indicate so in the tender by submitting an appropriate statement containing a list of reserved documents and proving that the proprietary information constitutes a corporate secret. Documents with a clause "Proprietary document" should be attached together with the declaration referred to above at the end of the tender.
 8. It is recommended that all pages of the tender, including appendices, should be signed by a person(s) authorised to make declarations of will on behalf of the Contractor, and that the signature(s) on the tender form and its appendices (declarations) should bear the company seal and the name of the Contractor.
 9. It is recommended that all tender cards and appendices should be uniquely numbered and joined in a manner preventing any card from slipping out freely, and that the Contractor should prepare and attach a list of the tender contents.
 10. Any corrections or amendments in the tender text must be signed by the person(s) signing the tender, and marked with the dates of making the corrections or amendments.
 11. All costs related to the preparation and submission of the tender shall be borne by the Contractor.

11) Place and time limit for submitting and opening tenders.

1. The tenders should be submitted to the Public Procurement Department of the Jagiellonian University (Dział Zamówień Publicznych Uniwersytetu Jagiellońskiego) at ul. Straszewskiego 25/2, 31-113 Krakow, **no later than 14.08.2019, 2:00 p.m.**
2. Tenders received after the deadline for submitting tenders shall be immediately returned to the Contractors without opening.
3. The Contractor should place the tender in an envelope addressed to the Contracting Authority, using the address specified in Item 11) 1 of the Invitation, which will bear the following marking:

"Invitation to submit a tender in the tender procedure for the selection of the Contractor with regard to the preparation and conducting a foreign training "Active Learning – advanced course" case no. 80.272.245.2019: - do not open before 14.08.2019 2:05 p.m.", and should stamp the envelope with the Contractor's address stamp.
4. The Contractor may make changes or withdraw the tender submitted, provided that the Contracting Authority receives a written notice of changes or withdrawal of the tender before the deadline for submitting the tenders.
5. The Contractor may not withdraw the tender or make any changes to its contents after the deadline for submitting the tenders.

6. The opening of tenders is open and will take place on **14.08.2019 at 2:05 p.m.** in the Public Procurement Department of the Jagiellonian University at ul. Straszewskiego 25/2, 31-113 Krakow.
7. Immediately before the opening of tenders, the Contracting Authority shall state the amount which it intends to allocate for financing a specific part of the Contract.
8. During the opening of tenders, the Contracting Authority shall provide the names (companies) and addresses of Contractors, as well as price information included in individual tenders..

12) Description of the method to calculate the price.

1. The tender price should be given in Polish zloty or in euro or in US dollars and calculated on the basis of an individual calculation taking into account all costs necessary for the proper execution of the subject of the Contract, taxes and rebates, discounts, etc., which the Contractor intends to grant and all costs related to the performance of the Contract.
2. The tender price should include the following components:
 - 2.1 Value of fixed costs independent of the number of participants (in particular costs of renting rooms, coach's remuneration, cost of training materials);
 - 2.2 Value of costs for a single training participant (in particular costs of transfer from and to the airport, travel, accommodation, full board, time of individual consultations).

The value of the fixed costs and the value of the costs for a single training participant must be the sum of the actual value of all the costs making up the proper performance of the subject of the Contract, including the costs of services and deliveries specified in brackets and provides for the maximum amount to be borne by the Contracting Authority in connection with the performance of the Contract, which means that not only the costs of possible contributions paid by the Contractor have been included, but also the costs of contributions paid by the Contracting Authority.
3. In the tender, the Contractor shall calculate the price for the whole subject of the Contract, i.e. the organization of two training sessions for 20 participants each.
4. The total lump sum price calculated on the basis of the Contractor's individual calculation, taking into account the contents of the ToR, should correspond to the price specified by the Contractor in the tender form.
5. In case of submitting a tender in currencies other than PLN, in order to compare the tenders in the Price criterion and convert the tender value into PLN, the Contracting Authority shall apply the average exchange rate published by the National Bank of Poland on the day of submitting the tenders.
6. Prices must be given and calculated as a rounded figure to two decimal places (rule of rounding –if below 5, the amount should be omitted; if 5 or above, the amount should be rounded up).
7. The Contracting Authority hereby informs that vocational training or retraining service financed in at least 70% from public funds, as well as the provision of services and the supply of goods strictly related to these services, are subject to exemption from value added tax pursuant to Art. 3 Para. 1 Item 14 of the Regulation of the Minister of Finance of 20 December 2013 on exemptions from value added tax and conditions for applying these exemptions (i.e. Journal of Laws of 2018, Item 701, as amended).
8. If a tender was submitted the selection of which would lead to the Contracting Authority's obligation to pay tax in accordance with the provisions on value added tax, the Contracting Authority, in order to assess such a tender, shall add to the price presented in the tender the value added tax that would be due to be settled in accordance with these provisions.

9. When submitting a tender, the Contractor shall inform the Contracting Authority whether the selection of the tender will lead to a tax liability of the Contracting Authority, providing the name (type) of goods or services the supply or provision of which shall lead to the establishment of the tax liability, determining their value without tax.

13) Description of the criteria to be followed by the Contracting Authority in the selection of a tender together with the meaning of those criteria and the manner of tender evaluation.

1. The Contracting Authority shall select the most advantageous tender from among those submitted in the procedure on the basis of the evaluation criteria set out in the Invitation.
2. The criteria for evaluating the tenders and their relevance:

2.1 Gross lump sum price for the entire Contract (C) – 100%.

The points awarded for the criterion “Gross lump sum price for the entire Contract” shall be calculated according to the following formula:

$$C = (C_{naj} / C_o) \times 10$$

where:

C – the number of points awarded to a given tender

C_{naj} – the lowest price among the valid tenders

C_o – the price specified by the Contractor for whom the result is calculated

The maximum number of points that the Contractor may obtain in this criterion is 10.

3. All calculations of points shall be made to two decimal places (without rounding).
4. After the evaluation, the points obtained in each criterion shall be multiplied by the weights adopted for each criterion.
5. The sum of the points awarded in both criteria shall constitute the final evaluation of a specific tender.
6. The tender with the highest number of points shall be considered to be the most advantageous.
7. If the most advantageous tender cannot be selected due to the fact that tenders of the same price have been submitted, the Contracting Authority shall invite the Contractors who submitted such tenders to submit additional tenders within the time limit specified by the Contracting Authority.

14) Information on formalities to be completed after the selection of the tender in order to concluding a public procurement contract.

1. Before signing the Contract, the Contractor should submit:
 - 1.1. a valid copy from the relevant register or from the central register and information on business activity, if separate regulations require an entry in the register, if it has not been submitted together with the tender.
 - 1.2 a copy of the contract(s) defining the grounds and rules for joint bidding for the award of a public Contract – in case of submitting a tender by entities acting jointly (i.e. a consortium).
 - 1.3 a list of subcontractors with the scope of tasks entrusted to them, if their participation in the performance of the Contract is envisaged.
2. The selected Contractor is obliged to conclude the Contract at the date and place specified by the Contracting Authority.

15) Model Contract – Appendix 2 to the Invitation.

16) General provisions.

1. The Contracting Authority does not allow for partial tenders.

2. The Contractors and participants of the procedure, as well as other entities if they have or had an interest in obtaining a given contract and they have suffered or may suffer damage as a result of the violation of the provisions of the Act by the Contracting Authority, are entitled to legal protection. The rules and procedure for lodging legal protection measures and their examination are regulated by the provisions of the Public Procurement Law – Section VI, i.e. Art. 179 - Art. 198g of the aforementioned Act.
3. The Contracting Authority does not provide for reimbursement of the costs of participation in the proceedings.
4. The original of the Invitation, signed by persons authorized on behalf of the Contracting Authority, constituting the basis for resolving any disputes related to the content of this document, is available in paper form at the Contracting Authority and made available on the Contracting Authority's website at www.uj.edu.pl www.przetargi.uj.edu.pl.

17) Information on the processing of personal data—applies to a Contractor being a natural person.

In accordance with Art. 13 Para. 1 and 2 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter referred to as the "General Regulation"), the Jagiellonian University hereby informs that:

1. **The controller** of your personal data is Jagiellonian University, ul. Gołębia 24, 31-007 Krakow, represented by the Rector of the Jagiellonian University.
2. **The Jagiellonian University has appointed a Data Protection Inspector**, ul. Gołębia 24, 31-007 Krakow, room no. 31. Contacting the Inspector is possible by e-mail at: iod@uj.edu.pl or by calling 12 663 12 25.
3. Your personal data shall be processed **on the basis of Art. 6 Para. 1(c) of the General Regulation for the purpose of a public procurement procedure for the selection of the Contractor for preparing and conducting a foreign training course "Active Learning – advanced course", case no. 80.272.245.2019.**
4. The provision of your personal data is a statutory requirement specified by the provisions of the Act of 29 January 2004 Public Procurement Law (i.e. Journal of Laws 2018, Item 1986, as amended, hereinafter referred to as "PPL") related to the participation in the public procurement procedure.
5. The consequences of not providing personal data arise from the PPL Act.
6. The recipients of your personal data shall be persons or entities to whom the procedure documentation will be made available on the basis of Art. 8 and Art. 96 Para. 3 of the PPL.
7. Your personal data shall be stored in accordance with Art. 97 Para. 1 of the PPL for the period of: at least 4 years from the date of concluding the public procurement procedure or until the expiry of the possibility to control the project co-financed or financed from the European Union funds or sustainability of such a project or other agreements or obligations resulting from the implemented projects.
8. **You have the right to:** Access your data, correct it, limit its processing –in the cases and under the conditions specified in the General Regulation.
9. **You do not have the right to:** Delete your personal data, transfer your personal data and object to the processing of your personal data, since the legal basis for the processing of your personal data is Art. 6 Para. 1(c) of the General Regulation.
10. You have the right to lodge **a complaint with the President of the Office for the Protection of Personal Data** in case you consider that the processing of your personal data violates the provisions of the General Regulation.

13) Appendices to the INVITATION.

Appendix1 – Tender Form,

Appendix2 – Model Contract.



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Appendix 1 to the Invitation

TENDER FORM

CONTRACTING AUTHORITY – Jagiellonian University
ul. Gołębia 24, 31 – 007 Kraków;
Entity handling the case – Jagiellonian University Public Procurement Department
ul. Straszewskiego 25/2, 31-113 Kraków

Contractor's name (company) –

Registered office address –

Correspondence address –

Tel. No. -; fax -

E-mail:

NIP (Tax Identification No.) -; REGON (National Business Registry No.) -

with reference to the announced Invitation for the selection of the Contractor with regard to the preparation and conducting a foreign training "Problem Based Learning – advanced course," we hereby submit the following tender:

- 1) we offer the execution of **the entire subject of the contract** for a maximum amount of: (say:), which, after adding the VAT due, gives a gross amount of: (say:.....), including:
 - a) the fixed costs regardless of the number of participants (in particular the costs of renting rooms, coach's remuneration, cost of training materials) – amounts to: (say:),

The rate exempt from VAT pursuant to Art. 3 Para. 1 Item 14 of the Ordinance of the Minister of Finance of 20 December 2013 on exemptions from value added tax and conditions for the application of these exemptions (i.e. Journal of Laws of 2018, Item 701, as amended).

- b) the costs for a single training participant (in particular the costs of transfer from and to the airport, costs of travel, accommodation, full board, including breakfast, lunch, dinner and 2 coffee breaks, individual consultations) – amount to net (say:)

We declare that the value of fixed costs and the value of costs for a single participant is the sum of the actual value of all costs making up the proper performance of the subject of the contract, including the costs of services. and deliveries specified in brackets and

provides for the maximum amount to be borne by the Contracting Authority in connection with the performance of the contract, which means that not only the costs of possible contributions paid by the Contractor have been included, but also the costs of contributions paid by the Contracting Authority.

- 2) we declare that the selection that our tender shall lead* to the establishment of a tax liability on the part of the Contracting Authority and we provide the name (type) of goods or services the supply or provision of which shall lead to the establishment of the tax liability, determining their value without tax to be:

.....

or:

we declare that the selection of our tender shall not lead* to the establishment of a tax liability on the part of the Contracting Authority,

- 3) we declare that the detailed description of the training offered is included in Appendix 2 to the tender,
4) we offer the deadline for the performance of Contract in accordance with the Invitation to submit tenders.
5) we declare that we have read the Invitation to submit tenders, in particular the model Contract contained therein and the description of the subject of the Contract together with its Appendices, and we consider ourselves bound by the requirements and rules of conduct specified therein,
6) we declare that we consider ourselves bound by this tender for a period of 30 days from the date of its opening,
7) we declare that we meet the conditions for participation in the proceedings specified in Item 6 of the Invitation and we attach relevant documents and/or statements and/or appendices confirming that these conditions are met.
8) the tender form comprises* pages numbered consecutively.

Appendix to the tender:

Appendix 1 – Statement on the fulfilment of the conditions for participation in the proceedings and lack of grounds for exclusion

Appendix 2 – Detailed programme of the visit

Appendix 3 – Contractor's declaration with regard to fulfilling the information obligations provided for in Art. 13 or Art. 14 GDPR

Other -

Note! Dotted places and/or places marked with an “*” in the model tender form and model appendices to the tender must be completed or crossed out by the Contractor accordingly.

Place..... date 2019.

.....

(stamp and signature of the person
authorized to
make declarations of will on behalf of the Contractor)



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Europejski Fundusz Społeczny



Appendix 1 to the tender form

(Contractor's company stamp)

DECLARATION

Submitting the tender for the selection of the Contractor with regard to the preparation and conducting a foreign training "Problem Based Learning – advanced course", case no.: 80.272.245.2019, I hereby declare that:

1. there are no prerequisites specified in Item 5) 3 of the "Invitation to tender" resulting in the exclusion of the Contractor from the procedure,
2. I declare that I meet the conditions for participation in the procedure specified by the Contracting Authority in Item 6) "Invitation to tender":
 - a. I have organised the following 2 (two) training courses in teaching methods used in higher education for foreign academic teachers

Name of service (training) and scope of service	Name of Contracting Authority	Description of participants	Training location	Service date

- please find attached evidence confirming that the service has been performed properly, i.e. references or other documents issued by the entity for the benefit of which the services were provided, and in the case of periodic or continuous services, if for a justified reason of objective nature the Contractor is not able to obtain such documents – a declaration of the Contractor; in the case of periodic or continuous services, references or other documents confirming their proper provision should be issued not earlier than 3 months before the deadline for submitting the tenders..

Place..... date 2019.

.....
(stamp and signature of the person authorized to make declarations of will on behalf of the Contractor)

DECLARATION CONCERNING A SUBCONTRACTOR OTHER THAN THE ENTITY THE RESOURCES OF WHICH THE CONTRACTOR RELIES ON *

I hereby declare that in relation to the following entity/entities being the sub-contractor(s): (full name/company, address and, depending on the entity: NIP (Tax Identification No.)/PESEL (National Business Registry No.), KRS (National Court Register No.)/CEiDG (Central Registration and Information on Business No.)), there are no grounds for exclusion from the contract award procedure specified in Item 5) 3.2 of the "Invitation to tender".

Place..... date 2019.

.....
*(stamp and signature of the person
authorized to
make declarations of will on behalf of the
Contractor)*

DECLARATION CONCERNING THE ENTITY WHOSE RESOURCES ARE INVOKED BY THE CONTRACTOR*, - A STATEMENT CONCERNING THE ENTITY WHOSE RESOURCES ARE INVOKED BY THE CONTRACTOR*

I HEREBY declare that in relation to the following entity/entities on the resources of which I rely on in this proceedings, i.e.: (full name/company, address and, depending on the entity: NIP (Tax Identification No.)/PESEL (National Business Registry No.), KRS (National Court Register No.)/CEiDG (Central Registration and Information on Business No.)),there are no grounds for exclusion from the contract award procedure specified in Items 5)3.2. to 5)3.9 of the "Invitation to tender".

Place..... date 2019.

.....
*(stamp and signature of the person
authorized to
make declarations of will on behalf of the
Contractor)*

I hereby declare that all the information provided in the above declarations is current and true and it has been presented in full knowledge of the consequences of misinforming the Contracting Authority when presenting the information..

Place..... date 2019.

.....
*(stamp and signature of the person
authorized to
make declarations of will on behalf of the Contractor)*

* - to be completed, if applicable

Appendix 2 to the tender form

(Contractor's company stamp)

TRAINING PROGRAMME

Place of training.....

Hotel name category....., address

Method of transport to the place of training

Description of institutions hosting the academic staff *

Name of institution	Address

*the table will be used for verification whether the Contracting Authority's requirements have been met

Training schedule

date	time	Number of teaching hours	Name of institution	Form of classes * - group/ individual	Topic of classes

* the column will be used for verification whether the Contracting Authority's requirements have been met

Place..... date 2019.

.....
(stamp and signature of the person
authorized to
make declarations of will on behalf of the Contractor)

(Contractor/Contractor's company stamp)

**CONTRACTOR'S DECLARATION
AS REGARDS THE COMPLIANCE WITH THE INFORMATION
REQUIREMENTS PROVIDED FOR IN ART.13 OR ART. 14 GDPR¹**

I hereby declare that I have fulfilled the information obligations provided for in Article 13 or Article 14 of the *Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC* with regard to natural persons from whom I have directly or indirectly obtained personal data in order to compete for the award of a public contract in these proceedings.

Place..... date 2019.

.....
*(stamp and signature of the person
authorized to
make declarations of will on behalf of the Contractor)*

¹Required only if the contractor transmits personal data other than this directly concerning the contractor, and there is no exemption from the obligation to provide information pursuant to Art. 13 Para. 4 or Art. 14 Para. 5 GDPR. In other cases, the contractor shall not make a declaration.

Appendix 2 to the Invitation



Unia Europejska
Europejski Fundusz Społeczny



CONTRACT No. 80.272.50.2019

Concluded in Krakow on 2019 by and between:

Jagiellonian University with its registered office at ul. Gołębia 24, 31-007 Krakow, NIP (Tax Identification No.) 675-000-22-36, hereinafter referred to as the “Contracting Authority,” represented by:

..... – Project Manager, based on the power of attorney of the Vice-Rector of the Jagiellonian University for No. dated, **with the financial countersignature of the JU Finance Officer,**
and

....., **NIP (Tax Identification No.):, REGON (National Business Register No.):, hereinafter referred to as the “Contractor”, represented by:**

1.

As a result of the invitation to tender procedure based on Art. 138o Para. 2 - 4 of the Act of 29 January 2004 Public Procurement Law (i.e. Journal of Laws of 2018, Item 1986, as amended), the following contract has been concluded:

Art. 1

Subject of the Contract

1. As part of this Contract, the Contractor agrees to comprehensively prepare and conduct a foreign training course “*Active Learning - advanced course*” in English. The training should take place in a public institution or institution providing training services for academic staff in the field of teaching methods used in higher education, e.g. active learning.
2. This training shall take place in the last week of September (23 - 29.09.) or the first week of October (30/09 - 06.10.) 2019.
3. The training program must include at least 5 (training) working days and commute and return. By working day (training) the Contracting Authority understands 7 teaching hours (1 teaching hour = 45 minutes) group classes and individual consultations (detailed division of classes to the decision of the unit organizing the training). The Contractor shall prepare and make available to the participants training materials supporting the introduction of active learning into teaching practice after the end of the training.
4. The Contracting Authority orders and the Contractor undertakes to carry out all activities necessary for the performance of the subject of the Contract.
5. The purpose of the training is to prepare academic teachers to conduct classes:
 - a) with diverse student groups (also in terms of nationality),
 - b) in teams of various sizes,
 - c) various activating methods and using a variety of strategies,
 - d) assessing skills and competences developed in these processes,

- e) based on the compliance of learning outcomes, teaching methods and methods of assessment (constructive alignment) and evidence-based education (Evidence Based education).
6. In particular, the training should cover the following topics: project-based learning and / or problem or case (PBL, CBL), Flipped Classroom, Collaborative learning, formative assessment, assessment based on criteria (rubrics).
 7. The training is carried out as part of the Jagiellonian University “Ars Docendi – development of teaching competence of the Jagiellonian University staff” project, project co-financing agreement no.: POWER.03.04.00-00-D022/16-00, co-financed by the European Union under the European Social Fund – Operational Programme Knowledge Education Development, Priority Axis III “Higher education for economy and development”, Measure 3.4 “Management in higher education institutions”.
 8. The Parties agree that the Contractor is obliged to carry out the training in accordance with the schedule attached as Appendix 1 to the Contract, and in particular the Contractor is obliged to:
 - a) Provide transport to the place of destination from and to the airport (public transport costs, if any).
 - b) Provide transport between the hotel and the training location, or cover the costs of public transport.
 - c) Provide accommodation together with breakfast in at least three star hotel in accordance with the categorization rules defined by the Ministry of Economy and Labour regulation of 19 August 2006 on hotel facilities and other facilities in which hospitality services are provided (Journal of Laws [Dziennik Ustaw], 2017, item 2166, as amended). The rooms must be single, equipped with bathrooms. The Contractor shall ensure single rooms.
 - d) Provide full board for the training participants, including: breakfast, lunch, dinner, and 2 coffee breaks.
 - e) Provide the institutions that will organise the training,
 - f) Organize the training in accordance with a developed plan and timetable, attached to the submitted tender, which will serve as the basis for evaluating the status of implementation of this Contract.
 9. An integral part of this Contract shall be: the Invitation to tender together with appendices, documentation of the procedure and the Contractor’s tender dated 2019.

Art. 2

Obligations of the Parties

1. The Contractor undertakes to:
 - a) perform the subject of the Contract to the best of its knowledge and with due diligence, taking into account its skills and experience;
 - b) develop a detailed programme, document the participation of participants in all types of activities by means of attendance lists;
 - c) cooperate with the Contracting Authority if it is necessary to adapt the method of conducting training to the needs of disabled persons;
 - d) cover all costs related to the preparation and provision of the training, including the preparation and use of the premises where the training is provided,
 - e) cover the costs of employing persons conducting the training.
2. The Contracting Authority undertakes to:
 - a) enable consultations with the representatives of the Contracting Authority on the detailed rules of conducting the training;

- b) notify the participants of the place and date of the training.

Art. 3

Settlements Between the Parties

1. Total Contractor's remuneration for the execution of the subject of this Contract shall amount to a maximum of (say:), including:
 - a) the fixed costs regardless of the number of participants (in particular the costs of renting rooms, coach's remuneration, cost of training materials) – amounts to: (say:). The rate exempt from VAT pursuant to Art. 3 Para. 1 Item 14 of the Ordinance of the Minister of Finance of 20 December 2013 on exemptions from value added tax and conditions for the application of these exemptions (i.e. Journal of Laws of 2018, Item 701, as amended).
 - b) the costs for a single training participant (in particular the costs of transfer from and to the airport, costs of travel, accommodation, full board, including breakfast, lunch, dinner and 2 coffee breaks, individual consultations) – amount to net (say:), which after adding the VAT due amounts to gross (say:.....).

The Contracting Authority stipulates that the final remuneration to be paid to the Contractor shall be determined as the sum of fixed costs, independent of the number of participants, and the product of costs for a single participant of the training and the number of participants of the training. The final number of participants shall be determined on, i.e. 21 days before the date of a specific training.

2. The remuneration referred to in Para. 1 above, taking into account Para. 10 and Para. 11, shall be determined as a lump sum and shall determine the maximum amount to be borne by the Contracting Authority in connection with the performance of the Contract, which means that it includes not only the costs of possible contributions paid by the Contractor, but also the contributions paid by the Contracting Authority, and it shall cover all costs of works and activities necessary to perform the subject of the Contract, including costs of transport, accommodation for participants, preparation and use of premises and costs of employing persons providing the training.

The Contracting Authority reserves the right to deduct from the above mentioned amount of remuneration the amount equal to all amounts due by the Contracting Authority, in particular a possible advance income tax payments due* – *applies to a Contractor who is not a VAT payer.*
3. The remuneration specified in Para. 1 shall be paid by the Contracting Authority on the basis of an invoice/bill issued by the Contractor after the training, at the place and time specified in Art. 1 Para. 2.
4. The payment shall be made on the basis of an acknowledgement of receipt of service signed by the Contracting Authority according to the specimen constituting Appendix 2 to the Contract, within 30 days from the date of providing a correctly issued invoice/bill to the Contracting Authority, by transfer to the Contractor's bank account specified in the invoice/bill.
5. The invoice shall be issued in the following manner:
Uniwersytet Jagielloński, ul. Gołębia 24, 31-007 Kraków,
NIP: 675-000-22-36, REGON: 000001270
and marked with a note saying for which Contracting Authority's entity the Contract was performed.

6. The place of payment shall be the Contracting Authority's Bank, and the payment shall be made on the day of the transfer order by the Contracting Authority.
7. The Contractor is a VAT payer and has the following Tax Identification Number (NIP), or it is not a VAT payer in the territory of the Republic of Poland*.
8. During the term of the Contract concluded with the selected Contractor, the maximum remuneration due to the Contractor may be changed by way of a written amendment in the event of a statutory change in the VAT rate for particular services performed under the Contract, which was made after the date of entry into force of the regulations making changes to the VAT rate –in accordance with such an amendment.
9. The Contractor shall not be entitled to transfer any claims arising from this Contract to third parties without the prior written consent of the Contracting Authority.
10. If the performance of the Contract would lead to the establishment of a tax liability of the Contracting Authority in accordance with the laws on value added tax, the VAT due on the amount of remuneration specified in Para. 1 shall be paid by the Contracting Authority to the account of the appropriate Tax Office.
11. When submitting the tender, the Contractor shall inform the Contracting Authority whether the selection of the tender would lead to the establishment of a tax liability of the Contracting Authority, providing the name (type) of goods or services the supply or provision of which shall lead to the establishment of the tax liability, determining their value without tax.

Art. 4

Declaration of Contractor and the Method of Implementing the Service

1. The Contractor declares that it has the appropriate knowledge, experience and qualifications to perform the Contract and has an appropriate base for the performance of the subject of the Contract, and undertakes to perform it with the utmost care.
2. The Contractor declares that the subject of the Contract shall be performed with due diligence and it shall meet the agreed deadlines, taking into account the professional nature of its business.
3. The Contractor bears full material and legal responsibility for the damages to the Contracting Authority and third parties caused by the activities arising from the implementation of the Contract.
4. The subject matter of the Contract shall be performed by the Contractor on its own account/on its own account and by means of subcontractors².
5. Subcontracting a part of the subject matter of the Contract does not change the Contractor's obligation towards the Contracting Authority concerning the appropriate performance of such a part. The Contractor shall be liable for the actions, omissions and negligence of subcontractors to the same extent as for its own actions, omissions and negligence³.

Art. 5

Liability for Breach of Contract

1. In case of non-performance of the subject of this Contract due to reasons attributable to the Contracting Authority, the Contracting Authority shall pay the Contractor a contractual penalty amounting to 10% of the gross value of the non-performance of the subject of the Contract.

²Depending on which tender is recognized as the most advantageous one;

³Depending on which tender is recognized as the most advantageous one.

2. The Contractor, subject to Para. 7 of this Article, shall pay the Contracting Authority a contractual penalty in the event of withdrawal from the Contract for reasons attributable to the Contractor in the amount of 10% of the total maximum gross remuneration specified in the contract in Art. 3 Para. 1 of the Contract.
3. In case of non-performance or improper performance of the subject of this Contract due to reasons attributable to the Contractor, including the failure to provide the training, and also in case the training is provided by a person or persons under the influence of alcohol and/or intoxicants, or failure of the person or persons providing the training to appear, the Contractor shall pay the Contracting Authority a contractual penalty in the amount of 2% of the total maximum gross remuneration specified in Art. 3 Para. 1 of the Contract for each such case and/or for each day.
4. The claim for the payment of contractual penalties shall become due starting from the day following the day on which the facts set out in this Contract and constituting the basis for calculating the penalty took place.
5. The Contracting Authority shall be entitled to deduct any contractual penalties from the Contractor's due and payable amount of remuneration specified in the invoice/bill or other possible claims of the Contractor against the Purchaser.
6. In the cases referred to in Para. 1-3, regardless of the right specified in Para. 5, the Contractor or the Contracting Authority, respectively, may call upon the other Party in writing to execute the payment within 14 days from the date of receipt of the demand for payment.
7. Regardless of the contractual penalties provided for, in the event of damage exceeding the amount of the contractual penalty, the Contracting Authority reserves the right to seek compensation in accordance with the general rules.
8. The payment of contractual penalties shall not release the Contractor from the obligation to perform the Contract.
9. Apart from the event specified in Para. 3, the Contracting Authority may withdraw from the Contract immediately if it becomes aware of the following circumstances:
 - a) Learning that the Contractor, due to its insolvency, has failed to perform its monetary obligations for at least 3 months;
 - b) Liquidation of the Contractor or dissolution of the Contractor without liquidation, or closure of the Contractor's business operations, or striking the Contractor off the CEIDG (Central Registration and Information on Business) register, or the death of an individual Contractor
 - c) Acquiring information about serious financial difficulties experienced by the Contractor, in particular about seizures executed by authorized bodies on the basis of universally applicable laws and of total value greater than 50 000 PLN (in words: fifty thousand zlotys).
 - d) the Contractor does not perform this Contract in accordance with its provisions, and in particular it does not perform the programme of the visit in accordance with Appendix 1 to the Contract, it does not provide transport to and from the place of destination and

appropriate standard of accommodation, it does not respond to the Contracting Authority's instructions concerning the manner of performing the Contract.

10. Furthermore, in the event of a material change of circumstances resulting in the performance of the Contract not being in the public interest, which could not have been foreseen at the time of concluding the Contract or further performance of the Contract may endanger the essential interest of state security or public safety, the Contracting Authority may withdraw from the Contract within 30 days of becoming aware of such circumstances.
11. By exercising its contractual or statutory right of withdrawal, the Contracting Authority may, at its discretion, withdraw from the whole or part of the Contract. In this event, the Contractor shall be entitled to compensation for the part not included in the withdrawal agreement.
12. The Contractor shall not be entitled to compensation for withdrawal from the Contract by the Contracting Authority due to circumstances attributable to the Contractor or pursuant to Clause 10 above.
13. The withdrawal from the Contract shall be made in writing or otherwise it shall be null and void, and withdrawal shall include a justification.
14. Withdrawal from the Contract or its termination shall not affect the existence and effectiveness of claims for payment of contractual penalties..

Art. 6

Confidential Information and Protection of Personal Data

1. The Parties agree that information, data and documents provided to the Contractor by the Contracting Authority and to the Contracting Authority by the Contractor under this Contract and marked with the clause "Confidential Information" when provided in writing, constitute confidential information (hereinafter referred to as "Confidential Information"). The Contractor undertakes to keep in absolute secrecy all Confidential Information concerning the Contracting Authority; in particular it shall be forbidden to disclose it to third parties in any form. This prohibition shall remain in force also after the expiry of the Contract for the period of 3 (three) years from the date of expiry of the Contract.
2. The prohibition referred to in Para, 1 shall not apply to the information:
 - a) disclosed to a state authority, competent court or other entity in accordance with generally applicable law;
 - b) agreed in writing between the Parties as being subject to disclosure.
3. The Contractor and the Contracting Authority, respectively, shall be prohibited from using the Confidential Information of the Contracting Authority and the Contractor gathered in connection with the performance of the Contract for any other purposes and in any other way than for the purpose of and in connection with the performance of the Contract.
4. The Parties are prohibited from disclosing the Confidential Information collected by the other Party or the personal data of the course participants to any third party, unless they obtain the written consent of the other Party, subject to the provisions of Para. 2(a) above.
5. The Jagiellonian University in Krakow, as the Personal Data Controller, entrusts the Contractor, as the Processing Entity, on the basis of this Contract, pursuant to Art. 28 of

the Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (OJ EU L 2016 No. 119, p. 1), with personal data for the processing, in accordance with the provisions and for the purpose of the proper implementation of this Contract for the duration of this Contract. The conditions of entrusting the processing of personal data are specified in Appendix 3 to this Contract.

Art. 7

Amendments to the Contract

1. The Parties allow for the possibility of amending the Contract after prior preparation of a necessity report, while maintaining the lump-sum nature of the Contract price, by signing an amendment to the Contract, in the following cases:
 - a) change of the number of Participants by reducing or increasing the number of Participants in the event of a justified interest of the Contracting Authority;
 - b) change of the manner and/or place and/or time limit for the performance of the subject of the Contract specified in Appendix 1 by setting new rules, place and/or time limit for the performance, according to the Contractor's capabilities and provided that such changes shall be beneficial for the Contracting Authority and ensure further proper performance of the Contract;
 - c) improvement of the quality of services provided or other parameters typical for the performance of the subject matter of the Contract –in the event of a change in the performance technology to the equivalent or better, in particular if the changes shall be beneficial for the Contracting Authority and shall ensure proper performance of the Contract or due to a change in the applicable laws and regulations;
 - d) changes in the rate of VAT on goods and services provided under the Contract in accordance with this change –in the case of a justified interest of the Contracting Authority.
4. Changes not related to contractual provisions, e.g. when, for organisational reasons, it is necessary to change the contact details specified in the Contract, or when the bank account number of one of the Parties is changed, shall be effected by providing a written statement of the Party concerned to the other Party.

Art. 8

Contact Persons

1. The Parties agree that the following persons shall be authorised to be contacted directly to ensure the proper performance of the subject of the Contract, its day-to-day supervision and verification:
 - a) For the Contracting Authority:, e-mail:, tel. no.:.....
 - b) For the Contractor:, e-mail:, tel. no.:
2. Where this Contract requires arrangements to be made between the Parties, it shall be understood that the representatives of the Parties are authorised to make such arrangements. All correspondence by e-mail shall be addressed to the e-mail addresses indicated in this paragraph.
3. The persons referred to in Para. 1 shall not be entitled to take decisions concerning the amendment of the rules of implementation of the Contract or entering into new obligations or amendment of the Contract.

Art. 9

Final Provisions

1. Neither Party shall be entitled to assign its rights and obligations under this Contract without the written consent of the other Party.
2. The Parties agree to notify each time by registered letter of the change of its registered office address; otherwise the correspondence sent to the previously known address shall be deemed to have been effectively delivered.
3. Any changes or additions to this Contract may be made with the consent of the Parties in the form of a written amendment or otherwise they shall be null and void.
4. In matters not regulated by this Contract, the provisions of Polish law, in particular the Act of 23 April 1964 – Civil Code (i.e. Journal of Laws 2018, Item 1025, as amended), shall apply.
5. In case of any disputes that may arise in connection with the performance of this Contract, the Parties agree to settle them by way of mutual negotiations, and only in the event of their failure, before a common court with territorial jurisdiction over the registered office of the Contracting Authority.
6. This Contract has been drawn up in four (4) copies, two (2) in English and two (2) in Polish, one (1) copy in each language version for each of the Parties. In the event of a discrepancy between the versions, the Polish version shall prevail.

Appendices to the Contract:

Appendix 1 – Training Programme;

Appendix 2 – Acceptance Report –Confirmation of Performing the Training Service/model,

Attachment No. 3 – Principles of Entrusting Personal Data Processing / Personal Data Processing Agreement.

Contractor:

.....

Contracting Authority:

.....

Invitation to submit a tender in the tender procedure for the selection of the Contractor with regard to the preparation and conducting a foreign training "Problem Based Learning – advanced course"

Case No.: 80.272.245.2019

Appendix 1 to the Contract No. 80.272.50.2019



Unia Europejska
Europejski Fundusz Społeczny



TRAINING PROGRAMME/ schedule

Appendix 2 to the Contract No. 80.272.50.2019

Krakow, on

/ organizational unit/
Jagiellonian University

CONFIRMATION OF SERVICE PROVISION

concerning the service provided as part of the Jagiellonian University project entitled "Ars Docendi – development of teaching competence of the Jagiellonian University staff"; project co-financing agreement no.: POWER.03.04.00-00-D022/16-00, co-financed by the European Union under the European Social Fund – Operational Programme Knowledge Education Development, Priority Axis III "Higher education for economy and development", Measure 3.4 "Management in higher education institutions."

Service provider name <i>(name, address, NIP (Tax Identification Number) of the service provider)</i>
Service name <i>(exam name)</i> <i>(number of persons)</i>

Arrangements for the receipt of the subject matter of the contract:

I. The service was provided in accordance with the Contract No. dated: YES/NO*:

II. Reservations concerning the receipt of the subject matter of the Contract: YES/NO*

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

Signature of the Jagiellonian University Representative	
Signature of the Contractor's Representative	
Signature of the Project Manager	

**delete as appropriate*

Appendix 3 to the Contract No.80.272.50.2019

PRINCIPLES OF ENTRUSTING THE PROCESSING OF PERSONAL DATA

(hereinafter: „the Principles”)

Art. 1

Entrusting the Processing of Personal Data

1. Pursuant to Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation – Official Journal of the European Union L 2016 No. 119, p. 1), hereinafter referred to as “the Regulation”, the Contracting Authority entrusts the Contractor with the processing of personal data.
2. The Contracting Authority declares that within the meaning of the Regulation it is the administrator of the personal data filing system under the name: „Participants of the ‘Ars Docendi –development of teaching competence of the Jagiellonian University staff’ project,” ordinary data.
3. The Contracting Authority entrusts the Contractor with the personal data from the above mentioned filing system, within the scope specified in these Principles, and instructs the Contractor to process them.
4. The Contractor declares that it professionally deals with the activities covered by the scope of the Contract and guarantees that it has adequate knowledge, credibility and resources for its implementation.
5. In connection with the performance of the obligations arising from the Principles, neither Party shall be entitled to any additional remuneration.

Art. 2

Scope and Purpose of Data Processing

1. The Contractor shall process the following Data: first and last name, sex, telephone number and e-mail address, hereinafter referred to as „the Data.”
2. The Data entrusted by the Contracting Authority shall be processed by the Contractor only in connection with and for the purpose of performing the Contract and in a manner consistent with the Principles.
3. The Data shall be processed by the Contractor through the use of IT systems, or in the traditional (paper) version, solely for the purpose of the proper performance of the Contract.
4. The Contractor shall be entitled to perform only such operations on the Data as are necessary for the proper performance of the Contract, and in particular to: collect, save, organize, order, store, adapt or modify, download, review, use, disclose by transmission, disseminate or otherwise make available, adapt or combine, limit, delete or destroy the Data.

Art. 3

Method of Implementing the Principles

1. In each case, the Contractor shall process the Data exclusively in accordance with the following laws, Principles and good practices in the field of personal data protection. The Parties shall mean all national and European legislation in force between the Contracting Authority and the Contractor now or in the future, taking into account any changes that occur during the term of this Contract, hereinafter referred to as “the Legal Acts.”
2. The Contractor declares that it maintains a register of categories of processing activities and has at its disposal appropriate means, including appropriate protection measures, to enable data processing in accordance with the Regulation. When processing the entrusted Data, the Contractor agrees to secure it by taking technical and organisational measures referred to in Art. 32 of the Regulation, ensuring an adequate level of security corresponding to the risk related to the Data processing, in particular resulting from accidental or unlawful destruction, loss, modification,

unauthorized disclosure or unauthorized access to the Data transmitted, stored or otherwise processed.

3. The Contractor shall allow only the following persons to process the Data:
 - 1) Persons who have been trained by the Contractor in the field of personal data protection;
 - 2) Persons who have individual authorizations to process the Data granted by the Contractor;
 - 3) Persons who have undertaken in writing to observe the principles of personal data protection, including to maintain confidentiality of the content of the Data for an indefinite period of time, as well as to apply the specific methods of protecting the Data, and have declared that they are aware of the applicable laws.

Art. 4

Contractor's Obligations

1. The Contractor agrees to process the Data solely for the purpose and within the scope specified in the Principles.
2. The Contractor shall keep records of persons authorized to process the Data, including those having access to IT systems in which the Data is processed.
3. The Contractor agrees not to disclose information about the Data to unauthorized persons, in particular about protection measures and security measures applied to the Data by the Contractor or the Contracting Authority.
4. If necessary, the Contracting Authority may issue detailed recommendations to the Contractor regarding the processing of the Data in accordance with the Principles, in particular regarding the Data protection, and the Contractor shall be obliged to comply with the Contracting Authority's recommendations immediately.
5. As far as possible, the Contractor shall assist the Contracting Authority to the extent necessary to respond to the requests of the data subjects and to fulfil the obligations set out in Art. 32-36 of the Regulation.
6. The Contractor agrees to:
 - 1) Provide the Contracting Authority, at its every request, with all information necessary to prove that the Contractor's obligations under the Legal Acts have been fulfilled, within 7 (seven) days from the date of receipt of the request;
 - 2) Immediately and effectively inform the Contracting Authority about:
 - a) any case of violation of data protection, i.e. any situations which constitute a violation of the Legal Acts or Principles, especially those which may result in the liability of the Contracting Authority or the Contractor on the basis of the Legal Acts (including violation of data secrecy or misuse), but not later than within 24 hours of the event. The notification shall be made by e-mail to the e-mail address of the Contracting Authority and shall describe the nature of the breach and the categories of data affected by the breach,
 - b) any legally authorised request for data to be made available to a competent public authority,
 - c) any request received directly from the data subject, in respect of the processing of its Data, while refraining from responding to the request, unless authorised to do so by the Contracting Authority,
 - d) any proceedings, in particular administrative or judicial proceedings, concerning the processing of the Data,
 - e) any administrative decision or ruling concerning the processing of the Data, addressed to the Contractor, as well as any planned, if known, or carried out controls and inspections concerning the processing of the Data, in particular those conducted by the President of the Office for the Protection of Personal Data.
7. The Contractor shall enable authorised employees of the Contracting Authority to check, during the Contractor's working hours, in the form of an audit (inspection), the state of data protection and security in terms of compliance of the processing with the Legal Acts and the Principles.
8. The Contractor shall be obliged to cooperate with the employees of the Contracting Authority in the verification activities referred to in Para. 7.

9. The Contractor shall make available to the Contracting Authority all information necessary to demonstrate compliance with the obligations set out in Art. 28 of the Regulation.
10. The Contractor agrees to inform its employees of the obligations arising from the Legal Acts and the Principles.

Art. 5

Multi-level Entrustment

1. The Contractor may entrust the Data for further processing to another processor only after obtaining the prior written consent of the Contracting Authority.
2. The Contractor's subcontractor must meet the same guarantees and obligations as those imposed on the Contractor to comply with the Principles.
3. The Contractor shall be fully liable to the Contracting Authority for any failure to comply with the Principles by the subcontractor.
4. The transfer of the entrusted Data to a third country or international organisation may take place only upon written order of the Contracting Authority. If the Contractor has a legal obligation to do so, the Contractor shall notify the Contracting Authority before the start of the processing.

Art. 6

Contracting Authority's Rights and Obligations

1. The Contracting Authority agrees to inform the Contractor of its intention to conduct an audit or inspection in writing (electronic version permitted) at least 7 (seven) working days before the planned date of such inspection. The Contracting Authority shall ensure that the activities performed as part of the audit or inspection do not interfere with the Contractor's activities.
2. The representatives of the Contracting Authority are entitled to access the premises where the Data is processed and to request information from the Contractor concerning the course of the Data processing.
3. At the end of the audit referred to in Para. 1, a representative of the Contracting Authority shall draw up a report in 2 copies, which shall be signed by the representatives of both Parties. The Contractor may object to the report within 5 working days of the date on which it is signed by the Parties. The Contractor agrees to comply with the audit recommendations to remedy deficiencies and improve the security of the Data processing within the time limit set by the Contracting Authority.

Art. 7

Contractor's Responsibility

1. The Contractor shall be fully liable for damage to the Contracting Authority or other entities and persons resulting from the processing of the Data:
 - a) contrary to the Regulation or Legal Acts to the extent applicable to the Contractor, or
 - b) in violation of the Principles, or
 - c) without or contrary to a lawful order of the Contracting Authority.
2. To the extent that it is in accordance with the Regulation, the Contracting Authority and the Contractor are jointly and severally liable for damage to the data subject.

Art. 8

Principles' Validity Period and Conditions of Cooperation Termination

1. The Contractor processes the Data on the basis of the Principles for a definite period of time, i.e. for the duration of the Contract.
2. The Contracting Authority has the right to terminate the Contract without notice if:
 - 1) the Contractor has used the Data in a manner inconsistent with the Principles, in particular it has made the Data available to unauthorized persons,
 - 2) the Contractor has entrusted the processing of the Data to a subcontractor without the prior consent of the Contracting Authority or has not informed the Contracting Authority about the transfer of the Data to a third country or an international organisation,
 - 3) as a result of the inspection carried out by an authorised body, it has been found that the Contractor processes the Data in violation of the Legal Acts and the Contractor has not ceased the improper processing of the Data,

- 4) the Contracting Authority has found deficiencies in the Data processing or that the Principles have been violated, and the Contractor has not remedied the deficiencies within the time limit set by the Contracting Authority,
 - 5) the Contractor has notified about its inability to continue to implement the Principles, and, in particular, about the failure to meet the requirements specified in Art. 3.
3. The completion of the Data processing on the basis of the Principles by the Contracting Authority shall be tantamount to the termination of the Contract on the terms and conditions provided for therein.
 4. Upon expiry or termination of the Contract, the Contractor shall immediately return to the Contracting Authority any materials or media containing the Data which are at its and subcontractors' disposal, and shall take appropriate actions to eliminate the possibility of further data processing, and shall delete the Data in a manner preventing the Contractor and its subcontractors from restoring it from any information carriers (including back-up copies), subject to the provisions of Para. 5.
 5. Where the law of the European Union or the law of a Member State requires the Contractor or a subcontractor to retain the Data for the period specified in that law, the Contractor or subcontractor shall have the right to retain the Data only to the extent necessary for the performance of that legal obligation.
 6. The reimbursement referred to in Para. 4 shall be made on the basis of a return form signed by the authorised representatives of the Parties, drawn up by the Parties in two (2) identical copies. The form shall indicate whether, to what extent and for what period of time the relevant provisions of law require the Contractor to store the Data.

Art. 9

Final Provisions

1. In matters not regulated by the Principles, relevant provisions of generally applicable law shall apply, including the provisions of the Civil Code and the Regulation, as well as other provisions concerning the protection of personal data.
2. Any changes to the Principles must be made in writing or otherwise they shall be null and void.
3. If one or more provisions of the Principles is or becomes invalid or ineffective, the validity or effectiveness of the remaining provisions of the Principles shall not be affected. Once knowledge has been acquired with respect to the invalidity of any provisions of the Principles, the Parties shall immediately draw up a written amendment to the Contract, which shall repeal the defective provisions and, if necessary, replace them with new ones.
4. Any disputes, misunderstandings or claims arising out of or in connection with the application of the Principles shall be resolved amicably by the Parties. If no amicable settlement is reached, any disputes arising from the Principles shall be settled by a common court with territorial jurisdiction over the registered office of the Contracting Authority.