

<p><b>PUBLIC PROCUREMENT DEPARTMENT OF THE JAGIELLONIAN UNIVERSITY</b> ul. Straszewskiego 25/3 i 4, 31-113 Kraków phone No. +4812-663-39-03 e-mail: <a href="mailto:bpz@uj.edu.pl">bpz@uj.edu.pl</a> <a href="https://www.uj.edu.pl">https://www.uj.edu.pl</a> ; <a href="https://przetargi.uj.edu.pl">https://przetargi.uj.edu.pl</a></p>	
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Kraków, April 11, 2024

**INVITATION TO TENDER**  
**hereinafter referred to as the "Invitation"**

**Chapter I - Name (Business Name) and Address of the Principal**

1. Jagiellonian University, ul. Gołębia 24, 31-007 Kraków.
2. Case management unit:
  - 2.1 Public Procurement Department, ul. Straszewskiego 25/3 i 4, 31-113 Kraków, phone No.: +4812 663-39-03; office hours: Monday-Friday; 7:30 am to 3:30 pm; excluding public holidays;
  - 2.2 the address of the website of the conducted procedure, where amendments and clarifications to the contents of the Invitation and other contract documents directly related to the procedure will be made available: <https://www.uj.edu.pl>; <https://przetargi.uj.edu.pl>

**Chapter II - Contract Award Mode**

1. The procedure for the award of a contract in the field of science is conducted by means of the procedure for the announcement of an invitation for tenders, pursuant to Article 11 paragraph 5 item 1 of the Law of September 11, 2019. - Public Procurement Law (i.e. Dz. U. [Journal of Laws] of 2023, item 1605 as amended), hereinafter referred to as the "PPL" and the Law of April 23, 1964. - Civil Code (i.e. Dz. U. of 2023, item 1610 as amended).
2. The provisions set forth in this Solicitation shall apply to the actions taken by the Principal, hereinafter referred to as the "Principal" and the Interested Entity, hereinafter referred to as the "Contractor" in the procedure for the award of the subject contract.

**Chapter III - Description of the Subject Matter of the Contract**

1. The subject matter of the contract is the selection of a Contractor for the provision of online social survey services for the Institute of Psychology of the Jagiellonian University in the framework of the GRIEG project "From Apathy to Violent Extremism: Motivational Basis of Political Engagement," divided into two parts of the subject matter.
2. The subject matter of the contract includes, in particular:
  - 2.1 **PART I - 15 surveys in the United States** on a quota sample for variables such as age, gender, education, race/ethnic group, place of residence, which are detailed in Appendix A and Appendix A1 of the Invitation.
  - 2.2 **PART II - 1 survey in Brazil** with a quota sample for variables such as age and gender, which are detailed in Appendix A and Appendix A1 of the Invitation.
3. A detailed description of the subject matter of the contract is contained in Appendix A to the Invitation and Appendix A1 to the Invitation.
4. Description of the subject of the contract according to the nomenclature of the Common Procurement Vocabulary CPV: PART I / PART II - CPV: 79300000-7 Market and economic research; surveying and statistics.

**Chapter IV - Term of Performance of the Contract**

1. The subject of the contract must be completed by **April 30, 2024.**

2. The Principal does not foresee the possibility of extending the contract completion date due to the end of the project and the need for settlement.
3. The Contractor shall ensure readiness for contract execution on the contract date.

#### **Chapter V - Description of the Subjective Conditions of Participation in the Procedure.**

1. Ability to conduct business - the Principal does not set a condition in this regard.
2. Permission to conduct specific business or professional activity, if it results from separate regulations - the Principal does not set a condition in this respect.
3. Economic or financial situation - the Principal does not set a condition in this respect.
4. Technical or professional capacity - the following may apply for the award of the contract  
Contractors who have the necessary knowledge and experience and demonstrate that they:
  - 4.1 **PART I** - within the last 3 years, counting backward from the deadline for submission of tenders, have completed at least 2 (two) survey research services using the Computer Assisted Web Interview (CAWI) method, on international samples (i.e. outside Poland) and each of these services consisted of at least 10 independent studies with a sample size of at least 500 people each, and these services were duly performed;
  - 4.2 **PART II** - within the last 3 years, counting backward from the deadline for submission of tenders, have completed at least 2 (two) survey research services using the Computer Assisted Web Interview (CAWI) method, on international samples (i.e. outside Poland) and each of these services consisted of at least 5 independent studies with a sample size of at least 500 people each, and these services were duly performed;
  - 4.3 **PART I and PART II** - use methods to verify the truthfulness and reliability of respondents' answers and that each set of answers in a single survey conducted on international samples (i.e. outside Poland) can be attributed to only one person identifiable to the Contractor.
  - 4.4 **PART I and PART II** - have access to a database enabling the implementation of the research listed in Part I and/or Part II and are able to ensure that each set of answers in a single study conducted on this database can be assigned to only one person identifiable to the Contractor.
5. The Principal will verify and evaluate the conditions for participation in the procedure on the basis of the declarations and documents submitted by participating contractors with their tenders in the manner and form referred to in this Invitation.
6. The Contractor may, in order to confirm the fulfillment of the conditions for participation, in appropriate situations and for a specific contract, or part thereof, rely on the technical or professional abilities or financial or economic situation of the entities providing resources, regardless of the nature of the legal relationship between them.
7. With regard to the conditions relating to education, professional qualifications or experience, Contractors may rely on the capabilities of resource providers, if these providers perform the services for which these capabilities are required.
8. The Contractor who relies on the capabilities or situation of the entities providing resources shall submit, together with the tender, an undertaking of the entity providing the resources to make available to it the necessary resources for the performance of the contract in question, or other subjective means of proof proving that the Contractor, while performing the contract, will have at its disposal the necessary resources of these entities.

#### **Chapter VI - Grounds for Exclusion of Contractors and Rejection of Tenders**

1. The Principal will exclude the Contractors from the procedure, who:
  - 1.1 are natural persons who have been validly convicted of the following crimes:
    - 1.1.1 participation in an organized criminal group or association with the purpose of committing a crime or fiscal crime referred to in Article 258 of the Penal Code,
    - 1.1.2 human trafficking as referred to in Article 189a of the Penal Code,
    - 1.1.3 referred to in Articles 228-230a, 250a of the Penal Code or in Articles 46-48 of the Law of June 25, 2010 on Sports (Dz. U. of 2022, item 1599 and 2185) or in Article 54 paragraphs 1-4 of the Law of May 12, 2011 on reimbursement of

- medicines, foodstuffs for special nutritional purposes and medical devices (Dz. U. of 2023, item 826),
- 1.1.4 financing a terrorist crime, as referred to in Article 165a of the Penal Code, or the crime of preventing or hindering the establishment of the criminal origin of money or concealing its origin, as referred to in Article 299 of the Penal Code,
  - 1.1.5 of a terrorist nature, as referred to in Article 115 § 20 of the Penal Code, or aimed at committing this crime,
  - 1.1.6 entrusting work to a minor foreigner, as referred to in Article 9 paragraph 2 of the Law of June 15, 2012 on the impact of entrusting work to foreigners residing in the territory of the Republic of Poland in violation of the law (Dz. U. of 2021, item 1745),
  - 1.1.7 against economic turnover as referred to in Article 296-307 of the Penal Code, a crime of fraud as referred to in Article 286 of the Penal Code, a crime against the credibility of documents as referred to in Article 270-277d of the Penal Code, or a fiscal crime,
  - 1.1.8 referred to in Article 9 paragraphs 1 and 3 or Article 10 of the Law of June 15, 2012 on Impact of Entrusting Work to Foreigners Residing Against the Law on the Territory of the Republic of Poland, or for the relevant criminal act specified in foreign law provisions;
- 1.2 if an incumbent member of its management or supervisory body, a partner in a general partnership or partnership, or a general partner in a limited partnership or a limited joint-stock partnership, or a proxy has been validly convicted of a crime referred to in item 1.1.1 above;
  - 1.3 against whom there has been a final court judgment or a final administrative decision on the arrears of taxes, fees or premiums for social or health insurance, unless the Contractor, respectively, before the deadline for Request for Admission to participate in the procedure or before the deadline for submission of tenders, has made payments of taxes, fees or premiums for social or health insurance, together with interest or fines, or has entered into a binding agreement on the repayment of these receivables;
  - 1.4 against whom a ban on competing for public procurement has been validly declared;
  - 1.5 if the Principal can establish, on the basis of reliable grounds, that the Contractor has entered into an agreement with other contractors to distort competition, in particular if they belong to the same capital group within the meaning of the Law of February 16, 2007 on competition and consumer protection, and have submitted separate tenders, partial tenders or requests to participate in the procedure, unless they show that they prepared these tenders or requests independently of each other;
  - 1.6 if, in the cases referred to in Article 85 paragraph 1, there has been a distortion of competition resulting from the prior involvement of this Contractor or an entity that belongs with the Contractor to the same group of companies within the meaning of the Law of February 16, 2007 on competition and consumer protection, unless the distortion of competition caused by this can be eliminated otherwise than by excluding the Contractor from participation in the procurement procedure;
  - 1.7 if the circumstances envisaged by Article 7 paragraph 1 of the Law of April 13, 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security (i.e. Dz.U. of 2023 item 1497).
2. The tender of an excluded Contractor shall be deemed rejected.
  3. The Principal may reject a tender, in particular if it was submitted after the deadline for submission of tenders, or if it is inconsistent with the terms of the Invitation, or if there are other reasonable circumstances that make it inconsistent with the applicable regulations.

## **Chapter VII - List of Declarations and Documents to be Submitted by Contractors to Confirm Satisfaction of the Conditions of Participation in the Procedure and Lack of Basis for Exclusion.**

1. Statements submitted obligatorily with the tender:

- 1.1 In order to confirm the absence of grounds for exclusion referred to in Chapter VI of this Invitation, the Contractor must attach to its tender **a statement of non-exclusion**, according to the model attached as Appendix 1 to the bid form;
- 1.2 In order to confirm the fulfillment of the conditions for participation in the procedure referred to in Chapter V of this Invitation, the Contractor must attach to the tender:
  - 1.2.1 **a statement on the fulfillment of the conditions for participation in the procedure** - according to the model constituting Appendix 2 to the tender form;
  - 1.2.2 **a list of surveys conducted** - according to the model constituting Appendix 2 to the tender form;
  - 1.2.3 **means of proof** specifying whether the services indicated by the Contractor in the submitted list of tests performed have been carried out properly, with the evidence referred to above being references or other documents issued by the entities for which the services were performed, and if for objective reasons the Contractor is unable to obtain such documents, the evidence is a statement by the Contractor;
  - 1.2.4 **a statement on verification of the truthfulness and reliability of the responses and that each set of responses in a single survey conducted on international samples (i.e. outside Poland) can be attributed to only one person identifiable to the Contractor, along with a description of the verification method(s) used** - according to the model attached as Appendix 2 to the tender form;
  - 1.2.5 **a declaration of having access to the database allowing the implementation of the research listed in Part I and/or Part II and that each set of answers in a single study conducted on this database can be assigned to only one person identifiable to the Contractor** - according to the model attached as Appendix 2 to the tender form.
2. If the Contractor has not submitted a statement of non-exclusion or fulfillment of the conditions for participation in the procedure, other documents or statements submitted in the procedure or they are incomplete or contain errors, the Principal shall call on the Contractor to submit, correct or supplement them, respectively, within a designated period of not less than two (2) working days, unless the Contractor's tender is subject to rejection regardless of their submission, supplement or correction, or there are grounds for cancellation of the procedure.

#### **Chapter VIII - Information on the Manner of Communication between the Principal and Contractors and the Transfer of Statements and Documents, with an Indication of the Persons Authorized to Contact the Contractors**

1. Communication between the Principal and the Contractor shall be made only by e-mail to the address: [a.lukasik@uj.edu.pl](mailto:a.lukasik@uj.edu.pl).
2. If the Principal or Contractor transmit any documents or information by electronic means, each party shall, at the request of the other, immediately confirm the fact of their receipt.
3. Contractors may send comments on the content of this Invitation to the Principal before submitting their tenders. In justified cases, taking into account the comments sent, the Principal, taking into account the comments sent, may amend the content of this Invitation and extend the deadline for submission of tenders accordingly.
4. Authorized to communicate with Contractors in formal and legal terms is - Anna Łukasik-Socha, e-mail: [a.lukasik@uj.edu.pl](mailto:a.lukasik@uj.edu.pl).

#### **Chapter IX - Binding Period for Tenders**

1. The Contractor shall be bound by the submitted tender until 30 days from the deadline for submission of tenders.
2. If the selection of the most advantageous tender is not made before the expiration of the bidding period specified in the Invitation, the Contractor shall, before the expiration of the bidding period, ask the contractors to agree to extend the period by the period indicated by the Contractor.

3. Extension of the bidding period referred to in paragraph 2 requires the Contractor to submit a written statement of consent to extend the bidding period.

#### **Chapter X - Description of the Manner of Preparing Tenders**

1. The contract is divided into two separate parts of the subject matter. Each Contractor may submit only one tender for the execution of the entire subject matter of the contract/all parts of the subject matter of the contract.
2. The tender shall be submitted in the form and manner described in this Invitation.
3. It is permissible for two or more entities to submit a tender jointly for the award of a public contract under the terms described below in paragraph 7.
4. The tender must be written in Polish or English.
5. The tender and all its appendices must be signed by the person(s) authorized to represent the Contractor, in accordance with the entry in the National Court Register, Central Registration and Information on Business Activity or other relevant register. KRS or CEiDG shall be attached by the Contractor with the tender, unless the Principal can obtain them through free and publicly available databases, and the Contractor indicated the data allowing access to these documents in the body of the tender. If a person acts on behalf of the Contractor whose authority does not appear from the above documents, the Contractor shall submit with the tender a power of attorney or other document confirming the authority to represent the Contractor.
6. The tender shall be submitted in the form of a self-signed scan or in the original in electronic form using a qualified electronic signature or in electronic form with a trusted signature or personal signature.
7. In the case of submission of a tender by Contractors jointly bidding for the contract or in the situation of representation of the Contractor by a proxy, the tender must be accompanied by a power of attorney. Along with the power of attorney should be submitted a document confirming the ability to grant power of attorney.
8. The tender and its integral appendices must be prepared by the Contractor, according to the provisions of this Invitation and its appendices, and in particular must include:
  - 8.1 tender form with appendices, including:
    - 8.1.1 a statement of non-exclusion with respect to the Contractor;
    - 8.1.2 a statement regarding the fulfillment of the conditions for participation in the procedure with regard to the Contractor;
    - 8.1.3 a detailed price calculation;
    - 8.1.4 a power of attorney or other document confirming the Contractor's authority to represent the Contractor;
    - 8.1.5 KRS or CEiDG or an excerpt from another relevant register - if no data is given to publicly available databases;
    - 8.1.6 a list of Subcontractors (if applicable);
    - 8.1.7 a statement Regarding the Entity Providing the Resources to the Contractor (if applicable).
9. Any corrections or changes to the contents of the tender must be signed by the person(s) signing the tender and dated.
10. If the Contractor reserves the right not to disclose to other participants in the procedure information that constitutes a business secret within the meaning of the provisions on combating unfair competition, the Contractor shall submit in the body of the tender an appropriate statement containing a list of the reserved documents and the reasons for their secrecy. Documents marked with the clause; "Restricted Document" should be attached together with the above statement, at the end of the tender.
11. All costs associated with the preparation and submission of the tender shall be borne by the Contractor.

#### **Chapter XI - Place and Deadline for Submission and Opening of Tenders**

1. tenders must be submitted by **April 17, 2024, 10:00 a.m.**, to the following email address: [a.lukasik@uj.edu.pl](mailto:a.lukasik@uj.edu.pl) with a designation that identifies the Contractor and **indicating in the email**

***title the case number/mark - 80.272.122.2024 - and the name of the procedure: "Tender for the Selection of a Contractor for the Provision of Online Social Survey Services for the Institute of Psychology of the Jagiellonian University in the Framework of the GRIEG Project "From Apathy to Violent Extremism: Motivational Basis of Political Engagement," with respect to part .... of the subject of the contract."***

## **Chapter XII - Description of Price Calculation Method**

1. The Contractor must present the price expressed in PLN or EUR or USD for the realization of the entire subject of the contract/divided part of the subject of the contract, taking into account the requirements and provisions included in this Invitation and its appendices, and taking into account discounts, rebates, etc., which the Contractor intends to provide.
2. The total price for the execution of the entire subject matter of the contract/division of the subject matter of the contract must include all costs associated with the proper execution of the subject matter of the contract, in accordance with the Invitation and the draft provisions of the Contract, as well as discounts, rebates, etc., which the Contractor intends to provide.
3. No prepayments or advances are provided for the performance of the subject matter of the Contract.
4. In the event that a tender is submitted by a Contractor who is not obliged or exempt from VAT, during the tender comparison activity, the Principal will add to the price offered by the aforementioned Contractor the relevant tax, which he will be obliged to pay. In this case, the cost of the tax is paid by the Principal.
5. Prices must be quoted and calculated to two decimal places (rounding rule - under 5, skip the end, over and equal to 5, round up).
6. If a tender has been submitted, the selection of which would lead to a tax obligation for the Principal in accordance with the provisions on tax on goods and services, the Principal, in order to evaluate such a tender, shall add to the price presented in it the tax on goods and services that it would be obliged to settle in accordance with these provisions.
7. The Contractor, when submitting a tender, shall inform the Principal whether the selection of the tender will lead to the creation of tax liability for the Principal, indicating the name (type) of goods or services, the supply or provision of which will lead to its creation, and indicating their value without the amount of tax.
8. If offers are submitted in a currency other than PLN, in order to compare offers, the Principal will convert the offer value into PLN, taking into account the average exchange rate of foreign currencies (table A) published by the National Bank of Poland on the day of announcement of the procedure.

## **Chapter XIII - Description of Actions and Criteria to be Followed by the Principal in Selecting the Most Advantageous tender**

1. Tender evaluation criteria and negotiation:
  - 1.1 the Principal selects the most advantageous tender from among the valid tenders submitted in the procedure, taking into account, in particular, the offered price for the execution of the entire subject matter of the contract when evaluating and comparing the submitted tenders;
  - 1.2 the Principal reserves the right to negotiate in order to change the content of the submitted tenders, while observing the principles of transparency and fair treatment of contractors, in particular with regard to:
    - 1.2.1 contractual terms, such as lowering the offered price, changing payment terms, improving technical aspects, and after negotiations, the Principal may invite contractors to submit additional tenders.
2. The Principal may request clarification from contractors on the content of their tenders.
3. The Principal shall correct obvious clerical and accounting errors, taking into account the accounting consequences of the correction, as well as other errors consisting in the inconsistency of the tender with the requirements of the Invitation, not causing significant changes in the content of the tender, immediately notifying the contractor whose tender has been corrected.

4. The Principal may increase the amount allocated for financing the contract if the price or cost of the most advantageous tender or the tender with the lowest price exceeds the amount the Principal intends to allocate for financing the contract.
5. The Contractor shall notify all contractors simultaneously of the outcome of the procedure.

#### **Chapter XIV - Cancellation of Procedure**

1. The Principal shall cancel the contract award procedure, in particular if no tenders are submitted, or all tenders submitted are rejected, or the price of the best tender exceeds the amount that the Principal may allocate to finance the contract, and the Principal cannot increase it to the price of the best tender, or there are other justified circumstances resulting in the invalidity of the Science Contract.
2. The Contractor shall notify all contractors of the cancellation simultaneously.

#### **Chapter XV - Information on Formalities that Should Be Fulfilled After the Selection of a tender to Conclude a Public Procurement Contract**

1. Before signing the Contract, the Contractor should submit:
  - 1.1 a copy of the Contract(s) defining the basis and principles of joint bidding for the public procurement contract - in case of submission of a tender by entities acting jointly (i.e. consortium);
  - 1.2 a list of subcontractors with the scope of tasks entrusted to them, if their participation in the execution of the contract is expected;
  - 1.3 a statement on not being subject to exclusion - Article 7 paragraph 1 of the Law of April 13, 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security (i.e. Dz.U. of 2023 item 1497).
2. The selected Contractor shall be obliged to conclude a contract at the time and place designated by the Principal.

#### **Chapter XVI - Model Contract (Draft provisions of the Contract) - Appendix 2 to the Invitation.**

#### **Chapter XVII - General Provisions**

1. The Principal allows partial tenders. The contract is divided into two separate parts of the subject matter.
2. The Principal does not foresee the possibility of awarding a contract for the repetition of similar services.
3. The Principal does not allow the submission of variant tenders.
4. Settlements between the Contractor and the Principal will be made in PLN or EUR or USD, depending on the most advantageous offer.
5. The Principal does not provide for reimbursement of participation costs.
6. The Principal does not require the Contractor to indicate in his tender that part of the contract, according to the provisions of the Invitation, which he intends to entrust to subcontractors.

#### **Chapter XVIII - Information on Processing of Personal Data**

Pursuant to Articles 13 and 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter "GDPR") in conjunction with Article 19 paragraph 1 of the PPL, Jagiellonian University informs that:

1. The **Controller** of your personal data is Jagiellonian University, ul. Gołębia 24, 31-007 Kraków, represented by the Rector of the Jagiellonian University.
2. **Jagiellonian University has appointed a Data Protection Officer**, ul. Czapskich 4, 31-110 Kraków, room No 27. The Officer can be contacted by email: [iod@uj.edu.pl](mailto:iod@uj.edu.pl) or at +4812 663 12 25.
3. Your personal data will be processed on the basis of Article 6 paragraph 1 letter c) of the GDPR for the purpose related to the public procurement procedure, *case number 80.272.122.2024*.



4. Providing your personal data is a statutory requirement specified in the provisions of the Public Procurement Law related to participation in the public procurement procedure.
5. Consequences of not providing personal data result from the Public Procurement Law.
6. Recipients of your personal data shall be persons or entities to whom the documentation of the procedure will be made available pursuant to Article 18 and Article 74.3 and 4 of the PPL, while personal data referred to in Article 9 paragraph 1 of the GDPR, collected in the course of the procurement procedure, shall not be made available.
7. Your personal data will be stored in accordance with Article 78 paragraph 1 of the Public Procurement Law for a period of at least 4 years counting from the date of completion of the public procurement procedure or until the expiry of the possibility of control of the project co-financed or financed from the funds of the European Union or the durability of such a project or other Contracts or obligations arising from implemented projects.
8. You have the right to:
  - a. on the basis of Article 15 of the GDPR, the right of access to personal data concerning you;
  - b. on the basis of Article 16 of the GDPR, the right to rectify your personal data;
  - c. on the basis of Article of the 18 GDPR, the right to request the controller to restrict the processing of personal data,
  - d. the right to lodge a complaint with the President of the Personal Data Protection Office if you consider that the processing of personal data concerning you violates the provisions of the GDPR.
9. You are not entitled to:
  - a. the right to erasure of personal data in connection with Article 17 paragraph 3 letters b), d) or e) of the GDPR,
  - b. the right to the portability of personal data unit referred to in Article 20 of the GDPR,
  - c. the right to object to the processing of your personal data, as the legal basis for the processing of your personal data is Article 6 paragraph 1 letter c) in conjunction with Article 21 of the GDPR.
10. **Your personal data referred to in Article 10 of GDPR** may be made available to enable you to use the legal remedies referred to in Chapter IX of the PPL, until the expiry of the deadline for their filing.
11. The Principal informs you that with regard to your personal data, decisions will not be taken by automated means, pursuant to Article 22 of the GDPR.
12. In the event that the performance of the obligations referred to in Article 15 paragraphs 1 - 3 of the GDPR in order to exercise your right indicated in item 8.a) above would require a disproportionate effort, **the Principal may require you** to provide additional information to clarify the request, in particular the name or date of the public procurement procedure launched or completed.
13. **Your exercise** of the right indicated in item 8.b) above to rectify or supplement your personal data, referred to in Article 16 GDPR, shall not result in changing the outcome of the public procurement procedure or amend the provisions of the Contract to the extent inconsistent with the PPL, or violate the integrity of the protocol of the public procurement procedure and its appendices.
14. **The exercise** of the right indicated in item 8.c) above to request the restriction of data processing referred to in Article 18 paragraph 1 of the General Regulation does not restrict the processing of personal data until the end of the public procurement procedure and also after the procedure in case of the occurrence of circumstances referred to Article 18 paragraph 2 of the GDPR (the right to restrict processing shall not apply in relation to storage, in order to ensure the exercise of legal remedies or to protect the rights of another natural or legal person, or on important grounds of public interest of the European Union or of a Member State).

#### **Chapter XIX - Appendices to the Invitation**

1. Appendix A / Appendix A1 - Description of the Subject of the Contract;
2. Appendix 1 - Tender Form;



3. Appendix 2 - Model Contract (Draft Provisions of the Contract).

**PROPOSAL FORM - Case No. 80.272.122.2024**

Principal: **Jagiellonian University**  
**ul. Gołębia 24, 31 – 007 Kraków;**  
Case management unit: **Public Procurement Department of the Jagiellonian University**  
**ul. Straszewskiego 25/3 and 4, 31-113 Kraków**

Name (business name) of the Contractor:  
.....  
.....

Registered office address:  
.....  
.....

Mailing address:  
.....  
.....

Contact details:  
*phone No.:* .....  
*fax No.:* .....  
*e-mail:* .....

Other data:  
*NIP:* .....  
*REGON:* .....

Data allowing access to documents confirming the authority of the person acting on behalf of the Contractor (mark the appropriate one and complete it, if necessary):

- KRS search engine: <https://wyszukiwarka-krs.ms.gov.pl>
- viewing CEIDG entries: <https://aplikacja.ceidg.gov.pl/ceidg/ceidg.public.ui/search.aspx>,
- are located in free and publicly available databases available at the following Internet address (specify Internet address): <https://.....>,
- are found in the document(s) attached to the tender.

Referring to the Invitation to tender in the procedure in the field of science for the selection of a Contractor for the provision of online social survey services for the Institute of Psychology of the Jagiellonian University in the framework of the GRIEG project "From Apathy to Violent Extremism: Motivational Basis of Political Engagement," divided into two parts of the subject matter, we submit the following tender:

- 1) We offer to execute the **WHOLE PART I of the SUBJECT OF THE CONTRACT** for the net price of PLN \* / EUR\* / USD\*, .....\*, and including the due VAT in the amount of .....\* %, for the gross price of PLN\* / EUR\* / USD\*, .....\* (in words:.....\* 00/100), determined on the basis of a detailed price calculation of the tender based on the guidelines referred to in the text of Chapter XII of the Invitation, in accordance with Appendix 4 to the Tender Form,
- 2) We offer to execute the **WHOLE PART II OF THE SUBJECT OF THE CONTRACT** for the net price of PLN \* / EUR\* / USD\*, .....\*, and including the due VAT in the amount of .....\* %, for the gross price of PLN\* / EUR\* / USD\*, .....\* (in words:.....\* 00/100), determined on the basis of a detailed price calculation of the tender based on the guidelines referred to in the text of Chapter XII of the Invitation, in accordance with Appendix 4 to the Tender Form,

determined on the basis of a detailed price calculation of the tender based on the guidelines referred to in the text of Chapter XII of the Invitation, in accordance with Appendix 4 to the Tender Form,

- 3) we declare that we offer the subject matter of the contract in accordance with the requirements and conditions specified by the Principal in the Invitation and its appendices;
- 4) we declare that we offer a period of performance for the entire subject of the contract in accordance with the requirements described in the Invitation, in accordance with the Invitation;
- 5) we declare that the selection of the tender:
  - will not lead to the creation of tax obligation for the Principal in accordance with the provisions of the Law on tax on goods and services\*
  - will lead to a tax obligation for the Principal in accordance with the provisions of the Law on tax on goods and services. The above tax obligation will concern  
.....  
.....  
.....\*

*[\*1/ delete as appropriate; 2/write the name/type of goods or services which will lead to the creation of tax liability for the customer, in accordance with the provisions of the VAT Law in force].*
- 6) we declare that we consider ourselves bound by tender for the time period indicated in Chapter IX of the Invitation,
- 7) we declare that we have fulfilled the information obligations provided for in Article 13 or Article 14 of Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC towards natural persons from whom we have directly or indirectly obtained personal data for the purpose of applying for a public contract in this procedure,
- 8) I/we declare that I/we am/are:
  - microenterprise;
  - small enterprise;
  - medium enterprise;
  - sole proprietorship;
  - natural person not engaged in business activity;
  - other ..... ;

*[\*check appropriate and complete if applicable and delete as unnecessary].*
- 9) in the event that we are awarded the contract - we undertake to conclude the Contract at the place and date designated by the Principal;
- 10) the person authorized to contact the Principal with regard to the submitted tender and in matters related to the execution of the contract is: .....  
*[\*fill in personal and address information - phone No.; e-mail].*
- 11) the tender consists of.....\* sequentially numbered pages;
- 12) the appendices to this form are:
  - Appendix 1 - Statement of Non-exclusion with Respect to the Contractor;
  - Appendix 2 - Statement Regarding the Fulfillment of the Conditions for Participation in the Procedure with Regard to the Contractor;
  - Appendix 3 - List of Subcontractors (if applicable);
  - Appendix 4 - Detailed Price Calculation;
  - Appendix 5 - Statement Regarding the Entity Providing the Resources to the Contractor (if applicable);
  - Other:
    - a) a power of attorney or other document confirming the Contractor's authority to represent the Contractor;
    - b) KRS or CEiDG or an excerpt from another relevant register - if no provided in the tender form data is given to publicly available databases.

**Appendix 1 to the Tender Form**

**DECLARATION**  
**ON NOT BEING SUBJECT TO EXCLUSION FROM THE PROCEDURE**

By submitting the tender in the procedure in the field of science for the selection of a Contractor for the provision of online social survey services for the Institute of Psychology of the Jagiellonian University in the framework of the GRIEG project "From Apathy to Violent Extremism: Motivational Basis of Political Engagement," divided into two parts of the subject matter.

**I. DECLARATION REGARDING THE CONTRACTOR:**

1. I declare that I am not subject to exclusion from the procedure on the grounds indicated in Chapter VI, paragraphs 1.1 - 1.6 of the Invitation.
2. I declare that I am not subject to exclusion from the procedure on the basis of Article 7 paragraph 1 of the Law of April 13, 2022, on special solutions to prevent support for aggression against Ukraine and to protect national security (i.e. Dz. U. of 2023, item 1497), i.e.:
  - 1) we are not a contractor listed in the lists set out in Regulation 765/2006 and Regulation 269/2014 or listed on the basis of a decision on inclusion in the list determining the application of the measure referred to in Article 1 item 3 of the cited Law;
  - 2) we are not a contractor whose beneficial owner within the meaning of the Anti-Money Laundering and Countering the Financing of Terrorism Law of 1 March 2018 (Dz.U. of 2022, items 593 and 655) is a person listed in the lists set out in Regulation 765/2006 and Regulation 269/2014 or listed or being such a beneficial owner as of 24 February 2022, provided that he or she has been listed on the basis of a decision on the listing deciding on the application of the measure referred to in Article 1 item 3 of the aforementioned Law;
  - 3) we are not a contractor whose parent company, within the meaning of Article 3 paragraph 1 item 37 of the Accountancy Law of 29 September 1994 (Dz.U. of 2021, item 217, 2105 and 2106), is an entity listed in the lists set out in Regulation 765/2006 and Regulation 269/2014 or listed or being such a parent company as from 24 February 2022, provided that it has been listed on the basis of a decision on inclusion in the list deciding on the application of the measure referred to in Article 1 item 3 of the above Law.

I declare that there are grounds for exclusion of me from the procedure in the circumstances referred to in Chapter VI, paragraph ..... Invitations *[state the applicable basis for exclusion from among those indicated in Chapter VI, paragraphs 1.1-1.6]*. At the same time, I declare that in connection with the above circumstance, I have taken the following corrective measures:

.....  
.....  
*[\*to be filled in]*

I declare that there are grounds for exclusion of me from the procedure on the basis of Article ..... of the Law of April 13, 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security (i.e. Dz. U. of 2023, item 1497) *[specify applicable basis for exclusion from among those indicated above]*.

.....  
.....  
*[\*to be filled in]*

I declare that all information provided in the above statements is current and true, and has been presented with full knowledge of the consequences of misleading the Principal when presenting the information.

**Appendix 2 to the Tender Form**

**DECLARATION**  
**REGARDING FULFILLMENT OF THE CONDITIONS FOR PARTICIPATION IN THE**  
**PROCEDURE**

By submitting the tender in the procedure in the field of science for the selection of a Contractor for the provision of online social survey services for the Institute of Psychology of the Jagiellonian University in the framework of the GRIEG project "From Apathy to Violent Extremism: Motivational basis of political commitment, divided into two parts of the subject matter of the contract, **we declare that we meet the conditions for participation in the procedure, i.e.:**

1. **we have the necessary knowledge and experience, i.e.** within the last 3 years, counting backward from the deadline for submission of tenders, we have completed the following services in the field of survey research by Computer Assisted Web Interview (CAWI) method, and these services have been duly performed, according to the following:

**LIST OF SURVEYS CONDUCTED**

NO.	Subject/ survey topic	Location of studies	Number of independent studies as part of a survey	Sample size	Date of surveys implementation from ÷ to	Name of the entity for which the service was performed
1.						
2.						

**We provide evidence to prove proper performance of services.** The evidence referred to above being references or other documents issued by the entities for which the services were performed, and if for objective reasons the Contractor is unable to obtain such documents, the evidence is a statement by the Contractor;

2. **we use methods to verify the truthfulness and reliability of respondents' answers and that each set of answers in a single survey conducted on international samples (i.e. outside Poland) can be attributed to only one person identifiable to the Contractor,** according to the below (description of the methods):
  1. ....
  2. ....
  - .....
3. **we have access to the database allowing the implementation of the research listed in Part I and/or Part II and we declare that each set of answers in a single study conducted on this database can be assigned to only one person identifiable to the Contractor.**

I meet the above conditions:

- 1)  independently - to the full extent;
- 2)  partially - to the extent of: .....

I rely on the following entity\* to fulfill this condition:

.....  
(provide full name, address, and depending on the entity: NIP/PESEL, KRS/CEiDG)

in the following scope:

.....

\* delete as appropriate

I declare that all information provided in the above statements is current and true, and has been presented with full knowledge of the consequences of misleading the Principal when presenting the information.

Locality ..... on .....

.....  
(stamp and signature of person authorized to making statements of intent on behalf of the Contractor)

**Appendix 3 to the Tender Form**

**DECLARATION**  
**(list of subcontractors)**

We declare that:

– we entrust\* the following subcontractors to perform the following parts (scope) of the contract:

1. Subcontractor (provide full name/company, address, and depending on the entity: NIP/PESEL, KRS/CEiDG) –

.....  
scope of the contract:  
.....

2. Subcontractor (provide full name/company, address, and depending on the entity: NIP/PESEL, KRS/CEiDG) -

.....  
scope of the contract:  
.....

– we do not entrust\* any part (scope) of the contract to subcontractors.

(if the Contractor does not cross out any of the above options, the Principal will consider that the Contractor is not subcontracting any of the work covered by this contract)

\* delete as appropriate

Locality ..... on .....

.....  
(stamp and signature of person authorized to making statements of intent on behalf of the Contractor)



**Appendix 4 to the tender form - DETAILED PRICE CALCULATION - PART I OF THE SUBJECT MATTER OF THE CONTRACT.**

**(Appendix A1 to the Invitation)**

	<b>Sample size</b>	<b>Survey time</b>	<b>Country</b>	<b>Additional requirements (1)</b>	<b>Additional requirements (2)</b>	<b>Sample characteristics</b>	<b>Net value</b>	<b>Gross value</b>
1	400	20 min	U.S.	Individuals surveyed in surveys 1-2 may not overlap	Survey performed only in desktop form	Representative sample in terms of age, gender, size of residence, education, race/ethnic group		
2	400	20 min	U.S.	Individuals surveyed in surveys 1-2 may not overlap	Survey performed only in desktop form	Representative sample in terms of age, gender, size of residence, education, race/ethnic group		
3	900	15 min	U.S.	Individuals surveyed in surveys 3-4 may not overlap	Distribution by views toward a selected political issue (e.g., abortion / migrant rights / LGBT+ rights): 50% for, 50% against	Representative sample in terms of age, gender, size of residence, education, race/ethnic group		
4	900	15 min	U.S.	Individuals surveyed in surveys 3-4 may not overlap	Distribution by views toward a selected political issue (e.g., abortion / migrant rights / LGBT+ rights): 50% for, 50% against	Representative sample in terms of age, gender, size of residence, education, race/ethnic group		
5	900	15 min	U.S.	Individuals surveyed in surveys 5-6 may not overlap		Representative sample in terms of age, gender, size of residence, education, race/ethnic group		
6	250	10 min	U.S.	Individuals surveyed in surveys 5-6 may not overlap		Representative sample in terms of age, gender, size of residence, education, race/ethnic group		
7	600	20 min	U.S.	Individuals surveyed in surveys 7-8 may not overlap	Distribution by views toward a selected political issue (e.g., abortion / migrant rights / LGBT+ rights): 50% for, 50% against	Representative sample in terms of age, gender, size of residence, education, race/ethnic group		
8	600	20 min	U.S.	Individuals surveyed in surveys 7-8 may not overlap	Distribution by views toward a selected political issue (e.g., abortion / migrant rights / LGBT+ rights): 50% for, 50% against	Representative sample in terms of age, gender, size of residence, education, race/ethnic group		
9	700	20 min	U.S.	Individuals surveyed in surveys 9-10 may not overlap		Representative sample in terms of age, gender, size of residence, education, race/ethnic group		

Invitation to Tender in the Procedure in the Field of Science for the Selection of a Contractor for the Provision of Online Social Survey Services for the Institute of Psychology of the Jagiellonian University in the Framework of the GRIEG Project "From Apathy to Violent Extremism: Motivational Basis of Political Engagement", Divided into Two Parts of the Subject Matter.  
Case No. 80.272.122.2024

10	700	20 min	U.S.	Individuals surveyed in surveys 9-10 may not overlap		Representative sample in terms of age, gender, size of residence, education, race/ethnic group		
11	700	15 min	U.S.			Representative sample in terms of age, gender, size of residence, education, race/ethnic group		
12	900	20 min	U.S.			Representative sample in terms of age, gender, size of residence, education, race/ethnic group		
13	800	15 min	U.S.			Representative sample in terms of age, gender, size of residence, education, race/ethnic group		
14	500	10 min	U.S.	Individuals surveyed in surveys 14-15 may not overlap	Distribution by views toward a selected political issue (e.g., abortion / migrant rights / LGBT+ rights): 50% for, 50% against	Representative sample in terms of age, gender, size of residence, education, race/ethnic group		
15	500	10 min	U.S.	Individuals surveyed in surveys 14-15 may not overlap	Distribution by views toward a selected political issue (e.g., abortion / migrant rights / LGBT+ rights): 50% for, 50% against	Representative sample in terms of age, gender, size of residence, education, race/ethnic group		
<b>TOTAL FOR THE ENTIRE SUBJECT MATTER OF THE CONTRACT - PART I</b>								

**The Principal notes that none of the items indicated in the calculation table can be valued by the Contractor at 0,00 PLN / EUR / USD.**

**Appendix 4 to the tender form -  
DETAILED PRICE CALCULATION**

**PART II OF THE SUBJECT OF THE CONTRACT (Appendix A1 to the Invitation)**

	<b>Sample size</b>	<b>Survey time</b>	<b>Country</b>	<b>Additional requirements (1)</b>	<b>Additional requirements (2)</b>	<b>Sample characteristics</b>	<b>Net value</b>	<b>Gross value</b>
1	800	20 min	Brazil	None	None	Representative sample in terms of age, gender		

**The Principal notes that none of the items indicated in the calculation table can be valued by the Contractor at 0.00 PLN / EUR / USD.**

**Appendix 5 to the Tender Form**

**STATEMENT REGARDING THE ENTITY PROVIDING THE RESOURCES TO THE CONTRACTOR**

*[should be presented separately for each entity providing resources to the contractor - declaration submitted by the entity providing access]*

Name .....  
Address .....

I (We) signed below

.....

acting of behalf and for

.....  
.....

due to the fact that:

.....  
*[full name of the contractor and address/registered office of the contractor]*

**relies on our resources, I declare that:**

**1. I am not subject to exclusion** from the procedure on the grounds indicated in Chapter VI par.1.1 – 1.6 of the Invitation.

I declare that there are grounds for exclusion of me from the procedure in the circumstances provided in paragraph ..... of the PPL act *[state the applicable basis for exclusion from among those indicated above]*.

At the same time, I declare that in connection with the above circumstance, on the basis of Article 110 par. 2 of the PPL Act, I have taken the following corrective measures:

.....  
.....  
*[\*to be filled in]*

**2. I declare that I am not subject to exclusion** from the procedure on the basis of Article 7 paragraph 1 of the Law of April 13, 2022, on special solutions to prevent support for aggression against Ukraine and to protect national security (i.e. Dz. U. of 2023, item 1497), i.e.:

- 1) we are not a contractor listed in the lists set out in Regulation 765/2006 and Regulation 269/2014 or listed on the basis of a decision on inclusion in the list determining the application of the measure referred to in Article 1 item 3 of the cited Law;
- 2) we are not a contractor whose beneficial owner within the meaning of the Anti-Money Laundering and Countering the Financing of Terrorism Law of 1 March 2018 (Dz.U. of 2022, items 593 and 655) is a person listed in the lists set out in Regulation 765/2006 and Regulation 269/2014 or listed or being such a beneficial owner as of 24 February 2022, provided that he or she has been listed on the basis of a decision on the listing deciding on the application of the measure referred to in Article 1 item 3 of the aforementioned Law;
- 3) we are not a contractor whose parent company, within the meaning of Article 3 paragraph 1 item 37 of the Accountancy Law of 29 September 1994 (Dz.U. of 2021, item 217, 2105 and 2106), is an entity listed in the lists set out in Regulation 765/2006 and Regulation 269/2014

or listed or being such a parent company as from 24 February 2022, provided that it has been listed on the basis of a decision on inclusion in the list deciding on the application of the measure referred to in Article 1 item 3 of the above Law.

I declare that there are grounds for exclusion of me from the procedure on the basis of Article ..... of the Law of April 13, 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security (i.e. Dz. U. of 2023, item 1497) [specify applicable basis for exclusion from among those indicated above].

.....  
.....  
[\*to be filled in]

**3. I undertake to make my resources available to the above-mentioned contractor.**

In order to assess whether the above-mentioned contractor will have my resources at its disposal to the extent necessary for the proper performance of the subject matter of the contract, assess whether the relationship between us guarantees actual access to my resources, I provide the following information:

1) the scope of my resources available to the contractor:  
.....  
.....

2) the way the contractor uses my resources when performing the subject matter of the contract:  
.....  
.....

3) the nature of the relationship between me and the contractor:  
.....  
.....

4) scope and period of my participation in the execution of the order:  
.....  
.....

**4. I meet the conditions for participation in the procedure to the extent they apply to me, i.e.:**  
.....  
.....  
.....

**Appendix 2 to the Invitation - model Contract**

**CONTRACT 80.272.122.2024**  
**PART I OF THE SUBJECT MATTER OF THE CONTRACT/**  
**PART II OF THE SUBJECT MATTER II THE CONTRACT**  
**- model /projected provisions of the Contract/**

*concluded in Kraków on ..... between:*

*Jagiellonian University, based in Kraków at ul. Gołębia 24, represented by:*

*Katarzyna Jaśko, PhD - Project Manager acting on the basis of power of attorney No. 1.012.1131.2020 dated September 17, 2020, with financial countersignature of the UJ Quaestor, hereinafter referred to in the Contract as the "Principal".*

*and*

*..... based in .....  
represented by .....  
hereinafter referred to in the Contract as "Contractor".*

*This Contract is the result of the conducted procurement procedure in the field of science, in accordance with Article 11 paragraph 5 item 1 of the Law of September 11, 2019. - Public Procurement Law (i.e. Dz.U. of 2023, item 1605, as amended), also referred to in the Contract as the "PPL".*

**§ 1**

1. Under this Contract, the Principal commissions and the Contractor agrees to conduct an online public opinion survey service for the Institute of Psychology at Jagiellonian University.
2. The contract is implemented within the framework of the GRIEG project "From Apathy to Violent Extremism: Motivational Basis of Political Engagement". The subject of the contract includes:
  - 2.1 **PART I - 15 surveys in the United States** on a quota sample for variables such as age, gender, education, race/ethnic group, place of residence, which are detailed in Appendix A and Appendix A1 of the Invitation.
  - 2.2 **PART II - 1 survey in Brazil** with a quota sample for variables such as age and gender, which are detailed in Appendix A and Appendix A1 of the Invitation.
3. A detailed description of the subject matter of the contract is contained in Appendix A to the Invitation and Appendix A1 to the Invitation, in particular the principles of implementation, the Contractor's and Principal's responsibilities, whereby:

PART I - The Principal, in Appendix A1 to the Invitation, specified in detail which surveys cannot be performed on the same research group of people and which surveys can only be performed in desktop form (and not on a mobile device such as a phone or tablet).
4. The Contractor in the performance of the Contract shall do the following:
  - 4.1 recruitment of respondents,
  - 4.2 setting up, using researcher-prepared surveys on a hosted platform, those survey elements necessary to recruit respondents,
  - 4.3 selecting and controlling the appropriate amounts,
  - 4.4 conducting surveys,
  - 4.5 controlling the quality and reliability of the survey data (in accordance with ESOMAR standards), including verifying the truthfulness and reliability of the survey subjects' responses and that each set of responses in a given survey can be attributed to only one person identifiable to the Contractor,
  - 4.6 handing over the full results in the form of databases to the Principal,
  - 4.7 preparation of a description of the sample, the rate of return and a report on the implementation of the quotas, i.e. a report of the survey conducted, together with a statement that those taking part in the survey have responded only once (i.e., no duplication within a survey of a given number).

5. As part of the performance of the subject matter of the Contract, the Principal shall provide and the Contractor agrees to use in the performance of this Contract:
  - 5.1. preparation of questionnaire-based surveys for the aforementioned studies prepared on a hosting platform (e.g. Qualtrics),
  - 5.2. providing the Contractor with access to the hosting platform solely for the purpose of carrying out the studies specified in the contract throughout the term of the contract.
6. The Contractor agrees to use the tools provided by the Principal only within the timeframe and for the purpose of performing this Contract and under the supervision of the Principal.
7. An integral part of this Contract is the documentation of the procedure, including: Invitation letter (hereinafter "I") and its appendices, as well as Contractor's tender dated ..... 2024.
8. The Contractor shall bear full financial and legal responsibility for any damage caused to the Principal, as well as to third parties, by the Law or omission of the Contractor or the persons he uses in the performance of this Contract.

## § 2

1. The Principal orders and the Contractor undertakes to perform all necessary activities for the realization of the subject matter of the Contract specified in § 1 of the Contract, and in particular undertakes to comply with the rules specified in the contents of the Invitation to Tender regarding the manner and form of performance of services.
2. The Contractor represents that:
  - 2.1 has adequate knowledge, experience and has the appropriate base and human resources to perform the contract,
  - 2.2 the subject matter of the Contract shall be performed by the contracted deadlines with due diligence, taking into account the professional nature of his business,
  - 2.3 guarantees the due performance of all actions needed to fulfill the provisions of this Contract,
  - 2.4 has methods to verify the truthfulness and reliability of the responses and that each set of responses in a single survey can be attributed to only one person identifiable to the Contractor, i.e. that the persons in a single survey are not repeated,
  - 2.5 in the event that it is necessary to process the personal data of persons participating in the survey, will perform operations on the data in accordance with the applicable regulations on the protection of personal data, in particular the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (GDPR).

## § 3

1. The amount of remuneration payable to the Contractor for the performance of the subject of the Contract was determined on the basis of the Contractor's tender.
2. For the execution of the **entire subject of the Contract**, the maximum remuneration is set in the amount \_\_\_\_\_ of \_\_\_\_\_ in the gross amount: ..... PLN/EUR / USD <sup>1</sup> (*in words: .....* <sup>00/100</sup>), in accordance with the detailed calculation of unit prices for individual tests included in Appendix 2 to the contract.
3. The remuneration referred to above specifically includes the cost of performing all tasks covered by the Contract.
4. Settlement for the performance of the subject matter of the Contract will be made on the basis of a single invoice, after completion of the entire subject matter of the Contract.
5. In the case of a Contractor not conducting business, the Principal stipulates, that from the amount of remuneration indicated above, he will deduct an amount representing all benefits that will arise on the part of the Principal, in particular any advance payment of income tax due, surcharges arising on the part of the Principal and the Contractor.
6. The Principal is a VAT taxpayer and possesses NIP 675-000-22-36.

<sup>1</sup> In the case of Contractors who are not VAT payers and in the case of Contractors who are a non-business individual - the remuneration and liquidated damages, respectively, will be calculated on the maximum value of the remuneration.



7. The Contractor is a VAT taxpayer and has a TIN ..... or is not a VAT payer in the territory of the Republic of Poland.

#### § 4

1. The Contractor shall receive the remuneration specified in § 3 item 2 of the Contract upon completion of the entire subject matter of the Contract, i.e. upon unqualified final acceptance, confirmed by signing the final acceptance protocol under the terms indicated in paragraph 12 below, the model of which is attached as Appendix 1 to the Contract, and upon submission of a properly issued invoice to the Principal - Institute of Psychology of the Jagiellonian University in Kraków (30-060) at ul. Ingardena 6.
2. The date of payment of the invoice is set to 30 days from the date of delivery to the Principal of a properly issued invoice along with a signed protocol of final acceptance without reservations.
3. The invoice should be issued as follows:  
**Jagiellonian University, ul. Gołębia 24, 31-007 Kraków**  
**NIP [TIN]: 675-000-22-36, REGON: 000001270**  
and marked with a note as to which of the Principal's Units the contract was completed for.
4. The remuneration due to the Contractor shall be payable by transfer from the Principal's account, to the Contractor's bank account indicated in the invoice, subject to paragraphs 9 and 10 below.
5. The place of payment shall be the Principal's Bank, and the date of payment shall be the date on which the Principal's account is debited.
6. In the case of a corrective invoice, the Contractor shall issue and deliver it to the Principal within 7 days, and then within 14 days from the date of issuance of the invoice, refund the funds to the bank account from which the payment was made.
7. If the Contractor issues structured electronic invoices within the meaning of Article 6 paragraph 1 of the Law of November 9, 2018 on electronic invoicing in public procurement, concessions for works or services, and public-private partnerships (i.e. Dz. U. 2020 item 1666 as amended) via the Electronic Invoicing Platform available at: <https://efaktura.gov.pl/>, in the "reference" field, the Contractor shall enter the following email address: .....
8. The remuneration due to the Contractor shall be payable by transfer from the Principal's account, to the Contractor's bank account indicated in the invoice, with the Contractor being obliged to indicate the account number disclosed in the list of entities registered as VAT taxpayers, not registered and deleted and restored to the VAT register maintained by the Head of the National Tax Administration (hereinafter: the "White List").
9. If the Contractor's bank checking account is not disclosed on the "White List", the Principal will be entitled to pay the remuneration to the account indicated in the Contractor's invoice using the split payment mechanism, or to notify the competent head of the tax office when making the first payment of remuneration by transfer to the account indicated in that invoice.
10. The Principal, in the event that the Contractor is registered as an active taxpayer of goods and services tax, may make payment of remuneration using the split payment mechanism, that is, in the manner indicated in Article 108a paragraph 2 of the Law of March 11, 2004 on goods and services tax (i.e. Dz. U. 2023 item 1570 as amended). The provisions of sentence 1 shall not apply when the subject of the Contract is an activity exempt from VAT or is subject to a 0% VAT rate.
11. The Contractor confirms that the bank checking account disclosed on the invoice is used by the Contractor for the purpose of settlements for its business activities, for which a VAT account is maintained.
12. The parties agree on the following principles of acceptance of the subject of the Contract:
  - 12.1 The final acceptance of the completed tests will take place after the results of all tests are submitted and the proper execution of the contract subject is confirmed by signing the final acceptance protocol without reservations. If insufficient data quality is found, the Principal will not accept the subject of the contract and will call in writing (by e-mail) the Contractor for improvement,
  - 12.2 In the event of the circumstances set forth in paragraph 12.1 above, the Principal, in consultation with the Contractor, shall set a deadline for rectification of defects or response to comments and objections, but no longer than 14 days. Once the defects have been corrected or appropriate explanations have been provided, the Contractor will resubmit the

test results to the Principal for acceptance. If during the re-commissioning of the test results it is found that the defects have not been corrected, the Principal may give the Contractor another deadline for their correction, with the proviso that he may withdraw from the Contract and charge liquidated damages in accordance with the provisions of § 8 of the Contract.

#### § 5

1. The Contractor shall complete the entire subject matter of the Contract, including the performance of all accompanying services, **by April 30, 2024.**
2. The Principal does not foresee the possibility of extending the contract deadline due to the end of the project and the need for its settlement.
3. The Contractor shall ensure readiness for contract execution on the contract date.

#### § 6

1. In addition to the cases listed in the Civil Code, the Parties shall have the right to terminate or withdraw from this Contract, within the term of its execution, in the cases specified in this Contract.
2. The Principal may withdraw from the Contract or terminate the Contract, within no earlier than 7 days and no later than 30 days, counting from the date of becoming aware of the occurrence of the following circumstances, i.e. if:
  - 2.1 the Contractor, as a result of its insolvency, fails to perform its monetary obligations for a period of at least 3 months,
  - 2.2 liquidation of the Contractor is undertaken, or the Contractor is dissolved without liquidation, or the Contractor's business is terminated, or the Contractor is deleted as an entrepreneur from the CEIDG, or the Contractor who is a natural person dies,
  - 2.3 an order will be issued for the seizure of the Contractor's assets to the extent that the proper performance of the subject matter of the Contract is prevented,
  - 2.4 occurrence of great financial difficulties for the Contractor, in particular the occurrence of seizures by bailiffs or other authorized bodies, with the total value exceeding PLN 200 000.00 (in words: two hundred thousand zlotys <sup>00/100</sup>),
  - 2.5 The Contractor without good reason will not begin, or will abandon the execution of the subject of the contract,
  - 2.6 in the event of performance of the Contract contrary to its provisions, and in particular failure to perform the subject matter of this Contract for reasons attributable to the Contractor, including failure to conduct tests or conduct tests contrary to the provisions of Appendix A or A1 to the Invitation and this Contract, as well as failure to complete the tests,
  - 2.7 in the event of the Principal's failure to take the tests on two occasions resulting from its improper performance.
3. In addition, in the event of a material change of circumstances causing that the performance of the Contract is not in the public interest, which could not have been foreseen at the time of conclusion of the Contract, or further performance of the Contract may jeopardize the vital interest of state security or public safety, the Principal may withdraw from the Contract within 30 days of becoming aware of these circumstances.
4. In the event of withdrawal from the Contract, the Contractor may demand remuneration only for the properly executed and accepted part of the contract.
5. The Contractor shall not be entitled to liquidated damages or a claim for compensation from the Principal for withdrawal from the Contract due to the circumstances indicated in paragraph 2 and paragraph 3 or for reasons attributable to the Contractor.
6. The Principal, exercising his contractual or statutory right of withdrawal from the Contract, may withdraw from all or part of the Contract.
7. Withdrawal from the Contract must be in writing under pain of nullity, stating the reason for withdrawal.
8. Withdrawal from the Contract does not affect the existence and effectiveness of claims for payment of liquidated damages.

#### § 7

1. The Parties reserve the right to claim liquidated damages for non-compliance with this Contract or improper performance of obligations under the Contract:

2. The Contractor, except when the basis for the calculation of liquidated damages is his conduct not directly or indirectly related to the subject matter of the contract or its proper performance, and subject to paragraph 5 of this section, shall pay to the Principal liquidated damages in the following amount in the event of:
  - 2.1 withdrawal from the Contract by any of the Parties for reasons attributable to the Contractor, the Contractor shall pay to the Principal liquidated damages in the amount of 10% of the maximum gross remuneration specified in § 3 paragraph 2 of the Contract,
  - 2.2 improper performance of the Contract, each time, in the amount of 5% of the maximum gross remuneration due for the performance of a given package of tests specified in Appendix 2 to the Contract. By "*improper performance of the Contract*" is meant the Contractor's violation of the rules established by the Principal in the contents of the Invitation including the appendices and this Contract,
  - 2.3 delay in execution of the subject matter of the Contract - in the amount of 2% of the maximum gross remuneration specified in § 3 paragraph 2 of the Contract, for each day of delay in relation to the completion deadline specified in § 5 paragraph 1 of the Contract, but no more than 20% of the maximum gross remuneration specified in § 3 paragraph 2 of the Contract,
  - 2.4 delay in removal of defects in the subject of the Contract - in the amount of 2% of the maximum gross remuneration specified in § 3 paragraph 2 of the Contract for each day of delay in relation to the deadline specified in § 4 paragraph 12.2 of the Contract, counting from the next day after the deadline, but no more than 20% of the maximum gross remuneration specified in § 3 paragraph 2 of the Contract,
  - 2.5 if the Principal becomes aware of a violation of the provisions contained in § 1 paragraph 3 of the Contract, the Principal may impose liquidated damages on the Contractor in the amount of 10% of the maximum gross remuneration specified in § 3 paragraph 2 of this Contract.
  - 2.6 for failure to keep Confidential Information confidential in the amount of PLN 10,000.00 for each failure,

whereby the total maximum amount of liquidated damages under all titles indicated above may not exceed 30% of the gross remuneration set forth in § 3 paragraph 2 of the Contract.

3. In the event of non-performance or improper performance of the Contract for reasons attributable solely to the Principal, excluding the circumstance indicated in § 6 paragraph 3 of the Contract, the Principal shall pay the Contractor liquidated damages in the amount of 10% of the maximum gross remuneration specified in § 3 paragraph 2 of the Contract.
4. The Principal reserves the right to deduct liquidated damages, if any, from the invoice due or any other outstanding receivables of the Contractor from the Principal, at its option.
5. The Parties may claim on general terms damages in excess of the reserved liquidated damages, with the liquidated damages set forth in paragraphs 2 and 3 being countable against the subject supplementary damages claimed by a given Party to the Contract.
6. The claim for payment of liquidated damages shall become due and payable as of the day following the day on which the factual circumstances defined in this Contract constituting the basis for their calculation occurred.
7. Payment of liquidated damages shall not relieve the Contractor from the obligation to continue to provide services, in accordance with the provisions of this Contract.
8. The Contractor shall not be entitled to compensation for the Principal's withdrawal from the Contract for reasons for which the Principal is not responsible.
9. In the event of withdrawal from the Contract, the Principal retains the right to enforce liquidated damages.

## § 8

1. The Parties unanimously agree that the information, data and documents provided to the Contractor by the Principal and to the Contractor by the Contractor under this Contract and marked with a clause upon written transmission as "Confidential Information" shall constitute confidential information (hereinafter referred to as "Confidential Information"). The Contractor undertakes to

maintain absolute secrecy of all Confidential Information concerning the Principal, and in particular is prohibited from disclosing it to third parties in any form. The above prohibition shall also remain in effect after the expiration of the Contract for a period of 3 (three) years from the date of expiration of the Contract.

2. The prohibition referred to in paragraph 3 above shall not apply to information:
  - 2.1 subject to disclosure to a state body, competent court or other entity in accordance with generally applicable laws;
  - 2.2 agreed in writing between the Parties as subject to disclosure.
3. The Contractor and the Principal, respectively, are prohibited from using the Confidential Information of the Principal and the Contractor collected in connection with the performance of the Contract for any other purpose and in any other manner than for the purpose of and in connection with the performance of the Contract.
4. The Parties are prohibited from sharing the collected Confidential Information of the other Party or the personal data of research participants with any third party, unless they obtain the written consent of the other Party, subject to paragraph 2.1 above.

#### **§ 9**

##### **Force Majeure**

1. By circumstances of force majeure, the Parties understand an external event of an extraordinary nature that could not have been foreseen or prevented, in particular, such as war, state of emergency, declaration of a state of epidemiological emergency or declaration of a state of epidemic, including epidemic disease threatening human life or health, flood, fire or a fundamental change in the socio-economic situation.
2. If, due to circumstances of force majeure, a Party is unable to perform its contractual obligations in whole or in part, it shall immediately notify the other Party. In this case, the Parties will agree on the manner and terms of further performance of the Contract, temporarily suspend its execution, or the Contract will be terminated.
3. The running of the time limits specified in this contract shall be suspended for the duration of the obstacle caused by force majeure.

#### **§ 10**

1. Any additions and amendments to this Contract shall be in writing under pain of nullity.
2. The Parties provide for the possibility of amending the provisions of the Contract in relation to the content of the tender submitted in this procedure, while maintaining an unchanged price, in particular in the event of:
  - 2.1 changes (shortening, setting a new) deadline (initial deadline, final deadline) or introduction of a partial or intermediate deadline, or changes in the manner of implementation of the contract (e.g., by reducing /increasing the number of tests by no more than +/- 3 tests) - due to reasons attributable to the Principal, relating in particular to the lack of funds allocated for the implementation of the contract (e.g., withdrawal / withholding resulting from decisions of public authorities), key changes in the project schedule to ensure proper implementation of the project and other reasons not attributable to the Parties. The Principal will notify the Contractor in writing of the change in date with due notice;
  - 2.2 In the event of a change of subcontractor (if provided for in the process of contract execution), in particular for fortuitous or other reasons favorable to the Principal.
3. The Contractor, within no more than 14 days of changes in the costs associated with the execution of this Contract), may apply to the Principal for a change in remuneration if such changes affect the Contractor's cost of performing the Contract. The reasonableness of the Contractor's remuneration increase for the aforementioned reasons will be considered in the manner described below:
  - 3.1 The Contractor, along with the request, will be required to submit in writing to the Principal a detailed calculation justifying, as appropriate, the increase or decrease in costs resulting from cost changes. The Principal may also exercise this authority. If, after the 14 - day period, the Contractor does not ask the Principal for a change in remuneration, the Principal will consider that the above cost changes, do not have an actual impact on the Contractor's cost of performance.

- 3.2 The Principal will review the submitted calculation within no more than 14 days from the date of receipt. As a result of the analysis, the Principal is entitled to:
  - 3.2.1 If it finds that the calculation submitted confirms the increase in the Contractor's costs, it will amend the contract in this regard,
  - 3.2.2 If it determines that the submitted calculation does not confirm the increase in the cost of performance of the contract, in the amount proposed by the Contractor, it will not agree to the change, of which it will inform the Contractor, providing appropriate justification. In such a situation, within 14 days of receiving the Principal's refusal, the Contractor may resubmit a calculation justifying the cost increase, taking into account the Principal's comments. The Principal will review it again, within no more than 14 days from the date of its receipt, and then proceed accordingly as described above.
4. The Contractor's change in remuneration shall become effective as of the date of a written annex to the Contract, shall be effective as of the date of the amendment to the Contract, and shall apply only to the unfulfilled portion of the Contract.

#### **§ 11**

1. All statements of the Parties to the Contract shall be made in writing under pain of nullity by registered or certified mail or in accordance with the provisions of paragraph 2 below.
2. The Parties undertake to notify each time by registered mail of a change in the address of their registered office, or else correspondence sent to the previously known address shall be deemed effectively delivered.
3. The possible invalidity of one or more provisions of this Contract shall not affect the validity of the Contract as a whole. In such case, the Parties shall replace the invalid provision with a provision consistent with the purpose and other provisions of the Contract.

#### **§ 12**

1. The Parties agree that the following persons are authorized for direct contacts aimed at ensuring proper implementation of the subject of the Contract, its current supervision and verification:
  - 1.1 for the Principal: ..... - *phone No.* ....., *e-mail:* .....
  - 1.2 for the Contractor: ..... - *phone No.* ....., *e-mail:* .....
2. The Parties unanimously agree that the persons indicated above are not authorized to make decisions on changing the terms of performance of this Contract, in particular, increasing costs, increasing or changing the subject matter of the Contract.
3. In the event that this Contract requires arrangements to be made between the Parties, it is understood that the aforementioned representatives of the Parties are authorized to make the arrangements. All correspondence sent via e-mail should be addressed to the e-mail addresses indicated in paragraph 1.
4. Change of the person indicated in paragraph 1 requires notification to the other Party, does not constitute an amendment to the Contract and does not require an Annex.

#### **§ 13**

1. The Contractor shall not be entitled to assign, transfer, pledge to third parties its rights, claims and obligations under this Contract without the prior written consent of the Principal.
2. In matters not covered by this Contract, the provisions of Polish law shall apply, in particular the Law of March 2, 2020 on special solutions related to the prevention, prevention and control of COVID-19, other infectious diseases and emergencies caused by them (i.e. Dz. U. 2023 item 1327 as amended) and the Law of April 23, 1964. - Civil Code (i.e. Dz. U. 2023 item 1610 as amended).
3. Any changes or additions to this Contract may be made by agreement of the Parties in writing under pain of nullity.
4. If a dispute arises between the Parties, arising out of or in connection with the contract, the Parties agree to attempt to resolve it through mediation conducted by the Permanent Mediators of the Court of Conciliation at the General Counsel to the Republic of Poland <sup>2</sup>, in accordance with the regulations of this Court, and only in the absence of a settlement before the Permanent Mediator of

the Court of Conciliation at the Polish Attorney General's Office, the dispute will be submitted for settlement to a common court of competent jurisdiction over the Principal's seat.

- 5. This contract is made in writing in accordance with the rules set forth in Articles 78 and 78<sup>1</sup> of the Civil Code, i.e., bearing qualified signatures or handwritten signatures by authorized representatives of both Parties in two (2) counterparts, one (1) for each Party, subject to paragraph 6 below.
- 6. The Parties unanimously declare that if this contract is concluded in electronic form by means of a qualified electronic signature, which is equivalent to the ordinary written form in accordance with Article 78<sup>1</sup> of the Civil Code, the resulting electronic document constitutes a certification that the Parties have unanimously made the declarations of intent contained therein, and the date of conclusion is the date of submission of the last (later) declaration of intent to conclude it by authorized representatives of each Party.
- 7. This Contract has been drawn up in two language versions, in case of discrepancies between the Polish and English versions of the Contract, the Polish version shall prevail.

Contract Appendices:

- Appendix 1 - Final Acceptance Protocol - Confirmation of Completion of Services;
- Appendix 2 - Price Calculation.

**Principal:**

**Contractor:**

.....

.....

**Appendix 1 to Contract No. 80.272.122.2024**

Kraków, on .....

/organisational unit/  
Jagiellonian University

**CONFIRMATION OF SERVICE ACCEPTANCE**

*constituting the subject matter of Contract No. 80.272.122.2024, part ....., carried out as a result of the procedure for the selection of Contractor for the provision of online social survey services for the Institute of Psychology of the Jagiellonian University in the framework of the GRIEG project "From Apathy to Violent Extremism: Motivational Basis of Political Engagement".*

The Contractor's business name	<p>.....</p> <p>.....</p> <p><i>(name, address, NIP (TIN) of the Contractor)</i></p>
Service name	

Acceptance arrangements:

- I. .... surveys numbered ..... are subject to the acceptance.
- II. The service has been provided in accordance with Contract No. 80.272.122.2024 - YES/NO\*.
- III. Objections to acceptance of the subject matter of the Contract\*: YES/NO\*

.....

.....

Signature of Jagiellonian University representative	
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**Appendix 2 to Contract No. 80.272.122.2024**  
*Price Calculation*



## **Appendix A to the Invitation**

### **Description of the Subject Matter of the Contract - PART I**

#### **Conducting an online public opinion survey as part of the GRIEG project "From Apathy to Violent Extremism: Motivational Basis of Political Engagement".**

- 1) The subject of this contract is to conduct 15 surveys in the United States on a quota sample for variables such as age, gender, education, race/ethnic group, place of residence, which are detailed in Appendix A1 to the Invitation.
- 2) The Principal in Appendix A1 to the Invitation specified in detail which surveys cannot be performed on the same study group of individuals and which surveys can only be performed in desktop form (and not on a mobile device such as a phone or tablet).
- 3) The number of subjects should be selected for the survey with a given number in accordance with Appendix A1 - column "Sample Size". Individuals in a given survey number (column 2 of Appendix A1) can only respond once to a single survey response set (i.e., a person can participate only once in a given survey number). Responses can be assigned to only one person identifiable to the Contractor in a given survey number.
- 4) The Principal provides:
  - preparation of questionnaire-based surveys for the aforementioned studies prepared on a hosting platform (e.g. Qualtrics)
  - access to the platform solely for the purpose of carrying out the studies specified in the contract throughout the term of the contract.
- 5) The Contractor's responsibilities:
  - recruitment of respondents,
  - setting up, using researcher-prepared surveys on a hosted platform, those survey elements necessary to recruit respondents,
  - selecting and controlling the appropriate participants' quotas,
  - conducting surveys,
  - Control of the quality and reliability of the survey data (in accordance with ESOMAR standards), including verification of the truthfulness and reliability of the survey subjects' responses and that each set of responses in a given survey can be attributed to only one person identifiable to the Contractor.
  - handing over the full results in the form of databases to the Principal,
  - preparation of a description of the sample, the rate of return and a report on the implementation of the quotas, i.e. a report of the survey conducted, together with a statement that those taking part in the survey have responded only once (i.e., no duplication within a survey of a given number).
- 6) The Principal in Appendix A1 specified for each survey the maximum time to conduct the survey. The Principal is responsible for preparing the questionnaire for each survey. Surveys will include, for example, questions about political views and willingness to get involved in political causes and past involvement in such activities. In this sense, the surveys contain sensitive questions. In most cases, the surveys will not contain personal information about the subjects, the respondents remain anonymous. If, due to the research purpose, the survey will include a question about personal data, the questionnaire for such a survey will contain information about the processing of personal data. All surveys will be approved in advance by an ethics committee.

## **Appendix A to the Invitation**

### **Description of the Subject of the Contract - PART II**

#### **Conducting an online public opinion survey as part of the GRIEG project "From Apathy to Violent Extremism: Motivational Basis of Political Engagement".**

- 1) The subject of this contract is to conduct 1 survey in Brazil with a quota sample for variables such as age and gender.
- 2) The number of subjects should be selected for the survey with a given number in accordance with Appendix A1 - column "Sample Size". Individuals in a given survey number (column 2 of Appendix A1) can only respond once to a single survey response set (i.e., a person can participate only once in a given survey number). Responses can be assigned to only one person identifiable to the Contractor in a given survey number.
- 3) The Principal provides:
  - preparation of questionnaire-based surveys for the aforementioned studies prepared on a hosting platform (e.g. Qualtrics)
  - access to the platform solely for the purpose of carrying out the studies specified in the contract throughout the term of the contract.
- 4) The Contractor's responsibilities:
  - recruitment of respondents,
  - setting up, using researcher-prepared surveys on a hosted platform, those survey elements necessary to recruit respondents,
  - selecting and controlling the appropriate participants' quotas,
  - conducting surveys,
  - Control of the quality and reliability of the survey data (in accordance with ESOMAR standards), including verification of the truthfulness and reliability of the survey subjects' responses and that each set of responses in a given survey can be attributed to only one person identifiable to the Contractor.
  - handing over the full results in the form of databases to the Principal,
  - preparation of a description of the sample, the rate of return and a report on the implementation of the quotas, i.e. a report of the survey conducted, together with a statement that those taking part in the survey have responded only once (i.e., no duplication within a survey of a given number).
- 5) The Principal in Appendix A1 specified for survey the maximum time to conduct the survey. The Principal is responsible for preparing the questionnaire for each survey. Surveys will include, for example, questions about political views and willingness to get involved in political causes. In this sense, the surveys contain sensitive questions.

#### **Additional information - PART I and PART II of the SUBJECT MATTER OF THE CONTRACT:**

1. The Principal will provide ready-made surveys in the respondents' language, scripted on the research platform.
2. All studies will be conducted in one language (English or Portuguese depending on the part of the subject matter of the contract).
3. The Purchaser does not expect the databases to be translated into Polish.
4. The research tools provided by the Principal will include careful reading tests. It is possible to add control questions to verify the truthfulness and reliability of respondents' answers. The control of the truthfulness and reliability of respondents' answers is the responsibility of the Contractor.
5. Studies in which respondents cannot overlap are separate studies. They may have similar, but certainly not identical content. Proportions of responses from specific respondents (e.g. 50% for, 50% against a particular political issue), apply within a given survey, not across surveys.
6. The Principal makes the study available on the research platform to enable the Contractor to independently set all aspects related to the implementation (including setting links with redirections,

rules related to the exclusion of test persons in accordance with the Principal's requirements, setting individual amounts, etc.).