

## Appendix No. 6 - contract template

AGREEMENT NO .....

(hereinafter referred to as: "the Agreement")

concluded in ..... on ..... / in electronic form, at the time of affixing it with a qualified electronic signature by the last Party, between:

Instytut Gospodarki Surowcami Mineralnymi i Energią Polskiej Akademii Nauk, ul. Wybickiego 7A, 31-261 Kraków, NIP 6750001900, REGON 001238650, hereinafter referred to as: "the Ordering Party", on behalf of and for whom he / she acts:

.....

.....

and

..... based in ....., ul. ...., entered into the Register of Entrepreneurs kept by the District Court in ..... Commercial Department of the National Court Register under the number KRS ....., REGON: ....., NIP: ....., hereinafter referred to as: "Contractor", represented by:

.....

.....

hereinafter also referred to separately as the "Party" or jointly as "Parties".

The contract was concluded as a result of the proceedings conducted by the Ordering Party for public procurement No. .... for the supply of specialized software ..... as part of the project called "Center for Sustainable Economy of Raw Materials and Energy", pursuant to the Act of September 11, 2019 - Public Procurement Law (Journal of Laws of 2021, item 1129, as amended) - hereinafter referred to as "Public Procurement Law".

### § 1

#### Dictionary of terms

Terms used in this Agreement have the following meanings:

1. Project - means a project implemented by the Ordering Party under the name "Center for Sustainable Economy of Raw Materials and Energy" co-financed by the European Regional Development Fund under the Regional Operational Program of the Małopolska Region for 2014-2020;

2. Software - means the software referred to in the Detailed Description of the Subject of the Order constituting Appendix 1 to the Agreement, the use of which by the Ordering Party will be possible in accordance with the License Terms and which, in accordance with the License Terms, may be used by the Ordering Party;
3. Licensor - means the manufacturer of the Software or other entity or entities that have appropriate rights to the Software, including copyrights, to the extent necessary to grant a license for the Software, allowing the use of the Software in accordance with the content and scope resulting from the License Terms;
4. Documentation - means the documents, descriptions, specifications and instructions for the Software provided by its manufacturer or Contractor. Applies to in particular, documents developed by the Licensor or the Software manufacturer - in electronic form, concerning, inter alia, installation, updating, maintenance and operation of the Software. Documentation should be prepared in Polish or English;
5. Offer - the Contractor's offer of ..... for the performance of the Subject of the Agreement, described in detail in § 2 of the Agreement and the Detailed Description of the Subject of the Order constituting Appendix No. 1 to the Agreement;
6. License Terms - mean the entire rules of use by the Ordering Party from the Software, described in the Agreement or in a relevant document provided by the Licensor, including Documentation, provided or made available by the Contractor;
7. Acceptance Protocol - the acceptance protocol for both the quantitative and qualitative subject of the Agreement, referred to in § 6 sec. 4 of the Agreement, a specimen of which is attached as Appendix 2 to the Agreement.

## § 2

### Subject of the contract

The subject matter of the Agreement is the supply by the Contractor to the Ordering Party of the specialized Software listed in the Detailed Description of the Subject of the Order (constituting Attachment No. 1 to the Agreement) and in accordance with the Offer, constituting Attachment No. 3 to the Agreement, together with the grant or provision by the Contractor to the Ordering Party of an appropriate license enabling the uninterrupted use of the Software under the terms of the License Terms for the entire period for which the License will be granted and free updates to the Software for a minimum period of 12 months from the date of the first installation.

## § 3

### Delivery time

1. Delivery of the Software listed in the Detailed Order Description will take place within 14 working days from the conclusion of the Agreement, or if the Ordering Party decides to do so at a later date, but no later than the end of February 2023, subject to §13.3.3 of the Contract.
2. The date of delivery of the Software shall be the date indicated as the date of receipt of the Software, without reservations, in the Acceptance Protocol, by the representatives of the Contractor and the Ordering Party.

## § 4

### Contractor's obligations

1. The Contractor undertakes to perform the Subject of the Agreement with due diligence, taking into account the professional nature of the business, in accordance with the principles of knowledge and applicable technical standards. The Contractor undertakes to provide the Software with the specification compliant with the Detailed Description of the Subject of the Order, constituting Appendix No. 1 to the Agreement.
2. The Contractor declares that he knows the conditions for the performance of the Subject of the Agreement and undertakes to perform the Agreement in accordance with these terms.
3. The Contractor declares that he has the necessary knowledge and experience in the implementation of supplies or services of a similar type, size and value as the supplies or services constituting the Subject of the Agreement. The subject of the Agreement, in particular for ensuring that the Software is operating in full compliance with Documentation.
4. The Contractor undertakes:
  - A. cooperate with the Ordering Party in the implementation of the Object of the Agreement;
  - B. follow the Ordering Party's instructions on how to perform the Subject of the Agreement, provided that the instructions cannot be contradictory with the Agreement, they may, however, make its provisions more precise;
  - C. to immediately provide all information at the request of the Ordering Party on the course of the performance of the Subject of the Agreement, obstacles to its performance and the intention to discontinue its performance.
5. In each case in which the Software manufacturer makes any updates, new versions, patches, changes, etc. related to the Software (hereinafter collectively: "updates") available, the Contractor shall provide the Ordering Party with such updates immediately after they are made available. If the Software manufacturer or another Licensor introduces a new version of the Software, the Ordering Party allows the Software version to be changed, provided that the new version meets the requirements set out in Appendix 1 to the Agreement.
6. The Contractor represents and guarantees that he will be properly entitled to provide the Ordering Party with the possibility of using the Software in accordance with the License Conditions and the content of the Agreement with attachments, and from any other elements provided or made available by the Contractor under the Agreement for use by the Ordering Party in accordance with the License Terms.
7. In the event of any doubts regarding the Contractor's rights or the Licensor's rights, the Contractor, within 7 days of submitting the Ordering Party request, shall provide the Ordering Party with all necessary documents confirming the existence of such rights in full.
8. The Contractor is obliged to obtain prior written consent to subcontract the performance of part of the Subject Matter of the Agreement. Before commencing the performance of the Subject of the Agreement, the Contractor shall provide the names, contact details

and representatives, subcontractors involved in the provision of services covered by the Subject of the Agreement. For the actions or omissions of subcontractors, the Contractor is responsible for the actions and omissions of his own, and entrusting the performance of part of the Subject of the Agreement to subcontractors does not release the Contractor from responsibility for the proper performance of the Subject of the Agreement, including the entrusted part.

## § 5

### Obligations of the Ordering Party

1. The Ordering Party cooperates with the Contractor in the performance of the Agreement, in order to properly perform the Subject of the Agreement, in particular by ensuring access and providing a specific place at the seat of the Ordering Party for the time necessary to perform the Subject of the Agreement in the scope of delivering the Software, as well as the necessary assistance in this regard or contact from the persons indicated in § 11 of the Agreement or other persons designated by the Ordering Party.
2. The Ordering Party undertakes to pay the agreed remuneration due for the performance of the Agreement, as well as to commence the acceptance of the Subject of the Agreement, in accordance with the principles described in the Agreement.

## § 6

### Implementation and acceptance of the Subject of the Agreement

1. The delivery of the Software referred to in the Detailed Description of the Subject of the Order may take place remotely, in particular by enabling the Ordering Party to access appropriate resources, remote installation or downloading or by sending the Ordering Party the necessary elements to the e-mail address indicated by the representative of the Ordering Party.
2. The place of performance of the Subject of the Agreement, referred to in § 2 of the Agreement, and the performance of which under the Subject of the Agreement will not be possible remotely, is the seat of the Ordering Party or another place indicated by it in the territory of Poland.
3. The Contractor will provide all the necessary elements necessary for the uninterrupted use of the Software by the Ordering Party.
4. The quantitative and qualitative acceptance of the Object of the Agreement will be confirmed by the acceptance protocol without reservations signed by the representatives of the Ordering Party and the Contractor, the specimen of which is attached as Appendix 2 to the Agreement. The acceptance protocol will be signed by the Parties immediately after the acceptance and quantitative and qualitative verification of the Subject of the Agreement. The contracting authority will be entitled in particular to check the operation of the Software. The contracting authority does not anticipate partial acceptances.
5. The Parties shall authorize the persons indicated in § 11 of the Agreement to make statements in the scope of the protocols referred to in this paragraph. The declarations of such persons may also be submitted in a documentary form by sending the other Party a scan of the signed protocol, while communication in this regard requires the use of the e-mail addresses indicated in § 11 of the Agreement. If the Ordering Party

indicates reservations or other comments in the content of any protocol in a documentary form, the content of the protocol including such reservations or other comments of the Ordering Party shall be decisive.

## § 7

### License Terms

1. The Contractor undertakes to provide the Software with the specification in accordance with Appendix 1 to the Agreement and is responsible for providing the Software operating in accordance with the Documentation. In the event of any discrepancies between the provisions of the Agreement, including Appendix 1 to the Agreement, and other License Terms or conditions for the provision of services by entities that the Contractor will use to perform the Agreement or whose resources will be used by the Contractor to perform the Agreement, the Contractor shall remain bound by the terms and conditions resulting from the Agreement, including in particular Appendix 1 to the Agreement.
2. The License Terms may not limit the Ordering Party's rights to dispose of all or part of the rights or obligations under the Agreement, including from licenses relating to the Software, in particular in the event of sale, general succession, syndication or any other form of transfer or transfer of property or non-property rights, and the rights and obligations under this Agreement shall be transferred to the new owner, buyer or other appropriate authorized entity.
3. The Contractor shall bear all costs related to the services provided under the Agreement, including those related to the performance of obligations under this paragraph, in particular related to the provision of services by entities that the Contractor will use to perform the Agreement or whose resources he will use to perform the Agreement.
4. The minimum requirements for a License are specified in Appendix 1 to the Agreement.

## § 8

### Salary and payment terms

1. For the performance of the Subject of the Agreement, the Ordering Party shall pay the Contractor a remuneration in the amount of ..... PLN (in words: ..... / 100), increased by VAT in the amount corresponding to the generally applicable provisions of law.
2. The net amount of remuneration consists of the net remuneration due for the provision of all services specified in the Agreement, including all related costs, in particular the cost of transport and travel to the seat of the Ordering Party (if necessary), the cost of all materials, licenses, costs access, etc.
3. The Contractor may issue an invoice not earlier than after the Parties have signed the Acceptance Protocol without reservations. In the event that the Ordering Party has not confirmed the acceptance of the subject of the contract by the Protocol and no objections have been raised to the quality or completeness of the software within 14 days of receipt of the subject of the contract, the Contractor shall be entitled to make a

unilateral acceptance of the subject of the contract without reservations. The unilateral acceptance Protocol signed by the Contractor shall be the basis for issuing a VAT invoice.

4. The Contractor's remuneration includes all costs incurred by the Contractor related to the implementation of the Subject of the Agreement, which also includes the costs of subcontractors and other entities cooperating with the Contractor in order to perform the subject of the Agreement.
5. The payment of the remuneration for the performance of the Subject of the Agreement will be made after delivering a correctly issued invoice to the Ordering Party, within 21 days from the date of its delivery to the Ordering Party - by transfer to the bank account indicated therein.
6. Pursuant to Art. 4 sec. 1 of the Act of November 9, 2018 on electronic invoicing in public procurement, concessions for construction works or services and public-private partnership, the Ordering Party is obliged to receive structured electronic invoices from the Contractor sent via the Electronic Invoicing Platform (platform). The contractor is not obliged to send structured electronic invoices to the Employer via the platform. The address for delivery to the Ordering Party of an invoice in a form other than an electronic invoice sent via the Electronic Invoicing Platform is: Instytut Gospodarki Surowców Mineralnych i Energią Polskiej Akademii Nauk, ul. Wybickiego 7A, 31-261 Kraków or the contracting authority's e-mail address: [ksiegowosc@min-pan.krakow.pl](mailto:ksiegowosc@min-pan.krakow.pl) or [fras@meeri.pl](mailto:fras@meeri.pl).
7. The Contractor will inform the Ordering Party about the use of the goods before issuing the invoice from structured electronic invoices sent via the Electronic Invoicing Platform (platform).
8. The date of payment of the remuneration shall be the date on which the Ordering Party's bank account is debited.

## § 9

### Contractual penalties

1. The Ordering Party shall charge the Contractor contractual penalties in the following cases and amounts:
  - a) In the case of termination of the Contract (withdrawal or termination), for reasons attributable to the Contractor - in the amount of 10% of the gross remuneration specified in § 8 paragraph 1 of the Contract; in the case of partial withdrawal from the Contract, the penalty will be calculated in proportion to the part of the remuneration that the Contractor will not receive;
  - b) in the event of exceeding the deadline resulting from §3 sec. 1 of the Agreement, for reasons attributable to the Contractor, the Contractor shall pay the Ordering Party a contractual penalty in the amount of 1% of the gross remuneration specified in § 8 sec. 1 of the Agreement, for each commenced day of delay; for the elimination of doubts, it is agreed that exceeding the deadline for reasons attributable to the Contractor is also considered each time exceeding the deadline for reasons attributable to subcontractors or other entities that the Contractor will use to perform the Agreement or whose resources he will use to perform the Agreement or entities that will be used by such entities for this purpose;

- c) in the event of failure to provide updates under the terms of the Agreement, each time in the amount of 5% of the gross remuneration specified in § 8 sec. 1 of the Agreement;
  - d) in the event of a breach by the Contractor of the confidentiality obligations referred to in § 10 of the Agreement, the Contractor shall pay the Ordering Party a contractual penalty in the amount of PLN 10,000.00 (in words: ten thousand 00/100) for each case of such breach.
2. Contractual penalties may be cumulative, and the total maximum amount of the contractual penalty that can be claimed under the Agreement is the amount corresponding to 100% of the gross remuneration referred to in § 8 sec. 1. The provisions referred to in the preceding sentence shall not affect the right referred to in para. 5 of this paragraph.
3. The contracting authority reserves the right to cover claims for contractual penalties from the remuneration due to the Contractor or directly from the Contractor on the basis of a call for payment addressed to the Contractor, depending on the Ordering Party's choice. The Contractor agrees to the deduction of contractual penalties from the remuneration due to him. The set-off may take place, unless applicable law provides otherwise.
4. The Contractor undertakes to pay the reserved contractual penalties to the account indicated by the Ordering Party in the debit note, within 21 days from the date of receipt of such a note, provided that this form of contractual penalty coverage is chosen by the Ordering Party, in accordance with the provisions of sec. 3.
5. The contracting authority has the right to claim damages exceeding the amount of the reserved contractual penalties on general terms.
6. Termination of the Agreement (withdrawal from the Agreement or its termination) does not release the Contractor from the obligation to pay contractual penalties.
7. The Contractor is not responsible for the circumstances for which the Ordering Party is solely responsible.

## § 10

### Confidential information

1. The Parties jointly declare that any information obtained in the course of the performance of the Subject of the Agreement that the Parties acquired or implied, in particular any technical, technological or commercial information, will be treated as confidential.  
and which are secret (confidential information). The parties declare that they undertake to keep secret, in particular, all documents, studies, materials and other information expressed in writing or in any other form, including information provided or made available as part of direct contacts between the Ordering Party's representatives and the Contractor regarding the Agreement.
2. Each Party undertakes:
  - i. not to disclose confidential information to other entities without the consent of the other Party, given in writing under pain of nullity;
  - ii. use confidential information only for the purposes of implementing the Agreement;

- iii. not to duplicate confidential information to a greater extent than is necessary for the performance of the Agreement;
  - iv. protect the received confidential information against unauthorized access to the extent necessary to maintain its confidential nature, and at least to the same extent as it treats its own business secret.
3. The contractor is obliged to ensure compliance with the obligations set out in sec. 1-3 above by all its employees, associates, subcontractors and other entities that it will use in connection with the performance of the Agreement and will be responsible for compliance with these obligations by such entities, to the extent that it is responsible for its own obligations under this paragraph.
4. The recipient of the information will be released from the obligation to maintain the confidentiality of the information obtained in the case of commonly known information, and also if the obligation to disclose it results from a valid court order or official order issued by a competent authority within the scope of its competences resulting from generally applicable provisions of law. In any such case, before disclosing any confidential information, the recipient will be required to immediately inform the Party that disclosed the information or to whom it relates.
5. To the extent that the Contractor will, for the purposes of the performance of the Subject of the Agreement, process personal data, he undertakes to process them in a manner consistent with the current legal provisions regulating the protection of personal data, and in particular, it will inform the Ordering Party in the event of the need to conclude an appropriate agreement on the processing of personal data, including entrusting the processing of personal data.
6. The Parties to the Agreement will be bound by the provisions of the Agreement regarding confidentiality until the lapse of five years from the termination or expiry of the Agreement.

## § 11

### Contact persons

1. A person authorized by the Ordering Party to coordinate related works with the implementation of the Agreement and ongoing contacts with the Contractor, are:

Beata Fraś, e-mail: [fras@meeri.pl](mailto:fras@meeri.pl), phone: 660 012 011

Michał Kopacz, e-mail: [kopacz@meeri.pl](mailto:kopacz@meeri.pl), phone: 609 922 924

2. The person authorized by the Contractor to represent him in all activities related to the activities of the Agreement is / are:

....., E-mail: ....., Tel. ....

....., E-mail: ....., tel. ....

3. Change of persons responsible for the implementation of the Agreement, referred to in sec. 1-2, does not require an annex to the Agreement and will take place by notifying



the other Party in writing or by e-mail, while in the latter case the information should be sent from the following address:

Ordering Party: e-mail: .....

Contractor: e-mail: .....

## § 12

### Withdrawal from the Agreement and its termination

1. Regardless of the rights under Art. 456 of the Public Procurement Law, the Ordering Party, at its discretion, may withdraw from the Agreement, in whole or in part, when:
  - a) The Contractor performs the Agreement in a manner inconsistent with the Agreement, improperly or does not comply with the provisions of the Agreement and does not change the manner of performance of the Agreement or will not remove the deficiencies found by the Ordering Party despite being summoned to do so by the Ordering Party within the period specified in this request (the obligation to is used in situations in which, due to the nature of the deficiency, it can no longer be removed or its immediate removal was required);
  - b) the Contractor's delay in relation to the deadline specified in § 3 sec. 1 exceeds 10 days without proper justification;
  - c) the sum of the contractual penalties referred to in § 9 of the Agreement exceeds 20% of the gross remuneration amount specified in § 8 sec. 1;
  - d) if the Contractor makes a false declaration in the Agreement or as part of the Agreement, or an incomplete declaration that is not supplemented within the time limit set by the Ordering Party;
  - e) if liquidation proceedings have been initiated against the Contractor;
  - f) if the Contractor were to be replaced by another entity by succession requiring an amendment to the Agreement, in circumstances that could lead to a breach of Art. 455 par. 1 point 2 lit. b of the Public Procurement Law.
2. The Ordering Party's declaration of withdrawal from the Agreement will be drawn up in the form referred to in § 14 sec. 4 of the Agreement with justification. Withdrawal from the Agreement is possible within 30 days from the date on which the Ordering Party became aware of the reason justifying the withdrawal indicated in sec. 1.
3. Partial withdrawal from the Agreement has effects for the future. Withdrawal from the Agreement or its termination does not release the Contractor from the obligation to pay the contractual penalties provided for in the Agreement.
4. In the event of withdrawal from the Agreement or its termination, the Contractor may only be entitled to remuneration for the properly performed part of the Agreement. The Contractor and the Ordering Party undertake to draw up a report that will contain a description of the obligations performed under the Agreement until the date of withdrawal from the Agreement or its termination as a result of termination, together with their assessment in terms of the possibility of their acceptance and receipt by the Ordering Party, in particular by indicating the period or periods in which the performance of the Agreement was correct. In the event of the Contractor's failure to prepare such a protocol, the Ordering Party will have the right to draw up a unilateral

acceptance protocol by a commission. The provisions of this paragraph shall apply to the Parties regardless of the fact of termination of the Agreement as a result of withdrawal or termination, whereby in the event of termination or withdrawal from the Agreement in part, this applies to the part covered by the termination or to which the withdrawal concerned.

## § 13

### Changes to the Agreement

1. Amendment of the provisions of the Agreement, subject to the provisions of Art. 454-455 of the Public Procurement Law, it is possible in cases within the scope and under the conditions specified below.
2. In order to be valid, amendments to the Agreement require the form referred to in § 14 sec. 4.
3. It is possible to change the Agreement:
  - 1) when compliance with the deadline for the performance of the obligation under the Agreement is impossible due to the occurrence of force majeure, which has a direct impact on the timeliness of the performance of the Subject of the Agreement;
  - 2) in the event of circumstances beyond the control of the Parties or which the Parties, with due diligence, were unable to avoid or foresee;
  - 3) when it becomes necessary to extend the deadline for the performance of the obligation under the Agreement, for organizational reasons attributable to the Ordering Party, the scope of the change - based on the circumstances set out in points 1-3, the contract completion date specified in § 3 sec. 1 by extending it, however, not longer than by 14 days in relation to the period specified in § 3 sec. 1 (with the exception of point 1 above, when the time limit may be extended by the time during which, due to the occurrence of force majeure, the performance of the Agreement would be impossible); the subject of the contract in a way that adapts it to the changes resulting from the circumstances indicated in points 1-3 above, without changing the general nature of the contract; the manner of performing the Subject of the Agreement in a manner adapting it to the changes resulting from the circumstances indicated in points 1 - 3 above;
  - 4) in the event of changes in applicable law, causing the need to make when there are discrepancies or ambiguities in the meaning of the terms used in the Agreement, which cannot be removed in any other way, and the change will allow for the removal of discrepancies and clarification of the contract in order to clearly interpret its provisions by the Parties;
  - 5) the necessity to introduce changes will be a consequence of changes introduced in contracts between the Ordering Party and a party other than the Contractor, including the Ordering Party's supervising or financing institutions, which have a direct impact on the performance of the Subject of the Agreement;

- 6) the need to introduce changes will result from changes to the guidelines, requirements or recommendations affecting the Subject of the Agreement, of the supervising or financing institution, in particular in the field of reporting;
  - 7) in the event of termination of the Software development or disclosure, that the Software License does not allow use from the Software and the device on which it is installed in a manner consistent with its intended use;
  - 8) common defects of the Software that prevent its safe use, the Ordering Party allows for a change consisting in the replacement of the net remuneration referred to in § 8 sec. 1 of the Agreement for a given product, a substitute product that meets all the requirements provided for in Appendix No. 1 to the Agreement, recommended by the manufacturer or the Contractor in connection with the disclosure of defects. In this case, the Contractor is obliged to submit a declaration of the manufacturer / distributor confirming the fact that the substitute product meets the requirements set out in Appendix No. 1 to the Agreement; scope of the change - based on the circumstances set out in points 4 - 8, the following may change: (i) the term of the contract specified in § 3 sec. 1 by extending it, but not longer than by 14 days, (ii) the subject of the contract in a way that adapts it to the changes resulting from the circumstances indicated in points 4 - 8, without changing the general nature of the contract; the manner of performing the Subject of the Agreement in a manner adapting it to the changes resulting from the circumstances indicated in points 4 - 8, remuneration (except for point 8).
4. The condition for introducing changes is the occurrence of the circumstances specified in sec. 3 and a request by the Party relying on these circumstances to amend the Agreement.
  5. It does not constitute an amendment to the Agreement, a change of persons referred to in § 11 or their contact details.

## § 14

### Final Provisions

1. *The contract has been drawn up in two identical copies, one for each of the Parties./ The contract is concluded in electronic form within the meaning of art. 781 § 1 of the Civil Code. The party that signed the Agreement with the last qualified electronic signature required for its conclusion, shall immediately deliver the Agreement with all signatures submitted by the Parties, i.e. on the same day, to the other Party by e-mail. For this purpose, the Parties indicate the following addresses:*

*Ordering Party: e-mail: fras@meeri.pl,*

*Contractor: e-mail: .....*

2. The contract is valid from the date of its conclusion.
3. At the same time, the Parties agree that all deadlines counted from the date of concluding the Agreement shall begin to run on the day following *the conclusion of the Agreement / delivery of the Agreement with all signatures submitted by the Parties.*

4. Any changes to the Agreement, except for the situation described in § 13 sec. 5, require for their validity an annex signed by the Parties, concluded in writing or in electronic form, each annex may be contained only in one of these forms.
5. The Contractor is not entitled to transfer the rights, obligations or liabilities under the Agreement to a third party without the express written consent of the Ordering Party.
6. The Parties undertake to inform each other about any legal and factual occurrence that may affect the proper implementation of the Agreement.
7. The Parties will strive for amicable settlement of any disputes related to this Agreement. Subject to Art. 591 et seq. of the Public Procurement Law, any disputes that may arise from the Agreement will be settled by the common court competent for the seat of the Ordering Party, unless a separate agreement for mediation or other amicable settlement of the dispute referred to in Art. 591 par. 2 of the Public Procurement Law.
8. In matters not covered by the Agreement, the provisions of Polish law shall apply.
9. The appendices constitute an integral part of the Agreement

.....

THE ORDERING PARTY

.....

THE CONTRACTOR

*Appendixes:*

1. *Detailed Description of the Subject of the Order*
2. *Acceptance report.*
3. *Tender of the Contractor.*

## **Appendix No. 1 to the Agreement**

### **DETAILED DESCRIPTION OF THE SUBJECT OF THE CONTRACT**

## Appendix 2 to the Agreement

.....  
date of receipt

### Acceptance report

applies to the order under the Agreement No. ....

of .....

Contributor	Receiver
	<b>Instytut Gospodarki Surowcami Mineralnymi i Energią Polskiej Akademii Nauk z siedzibą w Krakowie ul. Wybickiego 7A 31-261 Krakow</b>

### Specification of the subject of the contract:

Item description	Number	Identification

The number and type of the subject of the order handed over are consistent with the Agreement No. ....: YES / NO

Description of non-compliance:

.....  
.....

.....

Signature of the transferor

.....

Signature of the recipient