

**KEY CONTRACT PROVISIONS****1. Subject of the agreement**

The subject of the agreement is the provision of services to the Offeree in the scope of

- 1.1.1 implementation of part I of the order consisting of conducting training and individual consultations on the preparation of grant applications under the ERC Mentoring Initiative.
- 1.1.2 Implementation of part II of the order consisting of mentoring in the preparation of grant applications for the discipline of psychology in the field of social sciences
- 1.1.3 Implementation of part III of the order consisting of mentoring in the preparation of grant applications for the discipline of sociology or the discipline of political science and administration in the field of social sciences
- 1.1.4 Implementation of part IV of the order consisting of mentoring in the preparation of grant applications in the field of humanities or arts

The detailed scope of the Offeree's requirements, accepted by the Contractor, has been specified in the request for quotation 2/Z1/00023/2025.

The subject of the Agreement is implemented as part of the project "Early Career Researchers 4 ERUA" with the number BPI/WUE/2024/1/00023/DEC/02, co-financed by the Polish National Agency for Academic Exchange as part of the European Funds for Social Development program for 2021-2027 (Support for European Universities program)

**2. CONDITIONS FOR ACCEPTANCE OF THE SUBJECT OF THE AGREEMENT**

Acceptance will be based on acceptance protocols and advice sheets.

In the event that the subject of the Agreement is delivered in stages, the procedure for submitting comments, reservations, and instructions, as well as acceptance, applies to both the Stages (partial acceptance) and the whole (total acceptance).

The acceptance protocol must allow for the identification of the subject of the Agreement/Stage and a list of completed work, including the name and surname of the trainer/mentor, a list of completed tasks, and the number of hours of training/consultation/mentoring.

The Contractor shall notify the Offeree of the readiness for acceptance of the Stage in writing or by e-mail. Only properly completed Stages are subject to acceptance.

The Offeree shall proceed with acceptance within 5 business days of receiving written or e-mail notification from the Contractor.

The work shall be deemed accepted upon signing of the acceptance protocol by both Parties. In the event of an unjustified refusal to sign the acceptance protocol by the Contractor, the Offeree shall be entitled to sign the acceptance protocol independently.

The Contractor shall be obligated to remove all irregularities indicated in the record of divergences within the time limit accepted in writing by the Offeree.

The signing of the record of divergences by the Offeree does not release the Contractor from the obligation to fulfill the Agreement in accordance with the deadlines specified therein.

The template for the acceptance protocol will be provided by the Offeree.

### **3. REMUNERATION AND PAYMENT TERMS**

The remuneration described in this section exhausts all claims of the Contractor in connection with the performance of the Agreement. The remuneration shall include all services provided by the Contractor for the purposes of the Agreement or in connection with the Agreement, including the transfer of rights, granting of consents, permits and licenses (if any).

The Contractor is entitled to reimbursement of travel and accommodation costs for the duration of on-site training, mentoring, and consultations.

The Contractor's remuneration is co-financed by the European Union under the Support for European Universities program.

### **4. WITHDRAWAL FROM THE AGREEMENT, ITS AMENDMENT AND TERMINATION**

The Offeree may withdraw from the Agreement (in whole or in part), while retaining the right to charge contractual penalties referred to in item 8, if:

- 4.1.1. The Contractor performs the agreement in a negligent or defective manner or contrary to the Agreement and, despite the Offeree's request, fails to remove defects or irregularities in the performance of the Agreement within the time limit specified in the request (the right of withdrawal may be exercised within 1 month from the date on which the time limit specified in the request expired),
- 4.1.2. The Contractor has not commenced performance of the subject of the agreement within the time limit agreed with the Offeree,
- 4.1.3. there is a delay in the performance of the subject of the Agreement in relation to the deadlines specified in the Agreement or the schedule, exceeding 14 days, or when the Offeree determines that the level of progress of work on the subject of the Agreement makes its completion within the deadline unlikely (the right of withdrawal may be exercised within 1 month from the date of expiry of the Agreement performance deadline),
- 4.1.4. The Offeree shall refuse to accept the subject of the Agreement in accordance with the provisions concerning acceptance (the right of withdrawal may be exercised within 1 month from the date of expiry of the acceptance period).

In the event of a significant change in circumstances resulting in the performance of the Agreement not being in the public interest, in particular if the project's Financing Institution refuses to finance this Agreement, which could not have been foreseen at the time of conclusion of the Agreement, the Offeree may withdraw from the Agreement within 7 days of becoming aware of the above circumstances.

In the case referred to in item 7.2 above, the Contractor may demand remuneration due for the performance of part of the Agreement until its termination.

Notwithstanding the above provisions, the Offeree shall have the right to terminate the Agreement for important reasons without notice.

The Parties reserve the right to amend the Agreement in the cases specified in the request for quotation.

## **5. CONTRACTUAL PENALTIES AND LIABILITY**

The imposition of contractual penalties described in the Agreement or appendices does not deprive the Offeree of the right to seek additional compensation on general terms, up to the full amount of the damage.

Contractual penalties are independent and payable in full, even if more than one penalty is imposed for a single event. The Offeree shall be entitled to claim individual contractual penalties independently — these penalties shall be cumulative; however, the total amount of contractual penalties imposed on the Contractor may not exceed 100% of the total gross remuneration for the performance of the Agreement and specified in the Agreement.

Contractual penalties shall also be payable in the event of expiry of the Agreement, including in the event of withdrawal from the Agreement or its termination by either Party.

The Offeree shall be entitled to charge the Contractor a contractual penalty in the event of:

- 5.1.1. delay in the performance of the task constituting part I of the order (on-site workshop) by at least one day in relation to the deadline specified in the Agreement or, in the event of its performance in less than the full number of hours specified in the Agreement, each time in the amount of 50% of the gross remuneration due for part I of the order and specified in the Agreement;
- 5.1.2. each unfulfilled meeting within the framework of individual online mentoring, constituting parts II, III and IV of the order — each time in the amount of 20% of the gross remuneration provided for the given meeting in parts II, III and IV of the order, respectively, and specified in the Agreement;
- 5.1.3. failure to provide individual mentoring during the on-site workshop (part I of the order) — each time in the amount of 20% of the gross remuneration due for part I of the order and specified in the Agreement;
- 5.1.4. in the event of withdrawal from the Agreement or its termination by the Offeree due to the fault of the Contractor — in the amount of 10% of the total gross remuneration for the performance of the Agreement and specified in the Agreement.

Contractual penalties shall be payable within 14 days of the date of sending the request to the Contractor.

The fact that the Offeree did not suffer any damage as a result of the Contractor's delays does not release the Contractor from the obligation to pay the contractual penalties. Contractual penalties are of a guarantee nature.

The Contractor agrees to the deduction of contractual penalties from the remuneration due to the Contractor.

The Offeree's liability towards the Contractor, including in the event of termination or withdrawal from the Agreement for any reason, shall be limited to actual losses, excluding lost profits.

## **7. PERSONAL DATA**

7.1 Each Party undertakes to process personal data in accordance with applicable data protection regulations, in particular in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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) („**RODO**”).

7.2 USWPS entrusts the processing of personal data to the Expert to the extent necessary for the performance of the agreement. The content of the personal data processing agreement is attached as Appendix No. 6.