



Projekt „Zwiększenie liczby absolwentów kierunku chemia ZLAB” realizowany w ramach
Priorytetu IV – Szkolnictwo wyższe i nauka, Poddziałanie 4.1.2 Programu Operacyjnego Kapitał Ludzki

Uniwersytet Śląski w Katowicach, ul. Bankowa 12, 40-007 Katowice, <http://www.us.edu.pl>

Attachment no. 3 to the Terms of Reference DZP.381.70.2013.UG

AGREEMENT no. DZP.381.70.2013.UG (template)

Preceded by a public procurement procedure in the course of an open tender under the Act of 29 January 2004 on
Public Procurement Law (consolidated text Journal of Laws of 2013 item 907)

Made in Katowice, between:

The University of Silesia,

Based in Katowice; address: 40-007 Katowice, ul. Bankowa 12,

NIP: 634-019-71-34,

Represented by:

..... -,

and

.....

NIP:

or¹

.....

NIP:

Jointly submitting a bid in the open Tender Procedure and bearing joint and several liability for the performance of the
agreement, hereinafter referred to as Contractor,

As follows:

The object of the contract is co-financed by the project **“Increasing the number of graduates in the field of Chemistry ZLAB”**, pursued in the framework of the European Social Fund, Operational Programme Human Capital, Priority IV “Higher education and science”, Action 4.1. “Strengthening and development of didactic potential of universities and increasing the number of graduates from faculties of key importance for knowledge-based economy. Submeasure 4.1.2 “Increasing the number of graduates from faculties of key importance for knowledge-based economy”, action 3: Student internships in Poland (30 persons) and abroad (5 persons, 14 days), agreement no. UDA-POKL-04.01.02-00-074/12-00.

§1

¹ Applicable only to contractors jointly submitting a bid in the open Tender Procedure;



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1. On the basis of the documentation prepared by the Purchaser for the procurement procedure no.DZP.381.70.2013.UG and the tender submitted by the Contractor within this procedure – representing an integral part of this Agreement, the Purchaser orders and the Contractor undertakes to perform the services of organising foreign internships, i.e. admitting to foreign internship, hereinafter referred to as “internships or “services” of 5 students of the Purchaser, hereinafter referred to as “Participants” or “Trainees”.
2. Internships shall be held in the Institution acting in the area of chemistry for at least 3 years prior to the expiry of the date of submitting tenders in the procedure preceding the conclusion of this Agreement, i.e. *(name and seat of Institution)*², hereinafter referred to as *Hosting Institution*.
Place of holding the internship:³
3. Internships shall commence as early as **15 June 2014** and end not later than **30 September 2014**.
4. Internships shall proceed according to the **internship schedule** and according to the **internship programme** set by both Parties after the conclusion of this Agreement, however, not later than 30 April 2014.
5. The **internship programme** shall cover issues determined in the documentation of the procedure preceding the conclusion of this Agreement and include the name of profession or specialty that the programme concerns, scope of planned tasks envisaged for Participant(s), type of obtained qualifications or professional skills, particulars of the supervisor of the person covered by the internship programme with the specification of job title and education profile of the Coordinator (the document template is included in *Attachment no. 1* to this agreement).
6. The Contractor will execute the subject matter of the Agreement independently (without the participation of any subcontractor/-s),
or ⁴
the Contractor will execute the subject matter of the Agreement with the participation of subcontractors in the scope of:
7. The Contractor bears responsibility for actions and omissions of the subcontractor(s) as for his own actions and omissions.
8. The Contractor undertakes to execute the subject matter of the Agreement with due care, according to:
 - 1) Provisions of this Agreement and the procedure documentation
 - 2) Conditions resulting from relevant laws.
 - 3) Tender offer presented to the Purchaser.
9. *The Contractor* undertakes to timely perform the services covered by the object of this Agreement with due professional diligence and care.
10. *The Purchaser* reserves the right to check *the Contractor* and to perform such check on the premises of the internships in the scope of due performance of this Agreement and *the Contractor* shall enable the persons indicated by *the Purchaser* to conduct at all Times the check of the

² According to the Contractor's tender,

³ Unless different from the one above indicated address of the Institution seat

⁴ If the Contractor intends to execute the contract with the participation of a subcontractor.



performance of internship within the *Hosting Institution*, including in particular the check of the course of internship and internship participants attendance.

11. Since the object of Agreement is co-financed by the European Union in the framework of the Operational Programme Human Capital, *the Contractor* shall make available the documents related to the executed project, including financial documents and to keep such documentation connected with the execution of the object of this Agreement until 31 December 2020 in a manner ensuring accessibility, confidentiality and security and to inform the *Purchaser* of the place of recording such documentation related to the object of contract.
12. The *Purchaser* shall transfer to the *Contractor* a template of information related to the performance of classes co-financed by the European Union from the European Social Fund. Such information on classes being co-financed by the European Social Fund must be announced at the place of holding such classes.

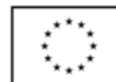
§2

1. The persons authorised to contact the Contractors is the Project Coordinator, **Ms Urszula Widera**, tel. (032) 359.....; fax: (032)..... on the execution of contract and the signature of acceptance protocol and other documents, **Ms Joanna Bruch** - tel. (032) 359.....; fax: (032)..... on formal matters connected with the agreement.
2. *The Contractor* authorises Mr/Ms to contact the *Purchaser* on the execution of the contract, tel.:; fax:
Correspondence address:
3. Particulars of the persons conducting the supervision over Internship participants (hereinafter referred to as “Internship Coordinators”)⁵:
 - 1) name : ; position :
 - 2) name : ; position :
 - 3) name : ; position :
4. Any possible replacement of the person referred to in para. 1, 2 requires written notification on the part of the Party introducing such replacement.
5. Any replacement of the person(s) participating in the performance of contract, as indicated in para.3, requires the form of an annex under Article 8 para. 6. Applying for any replacement of the Internship Coordinator, *the Contractor* shall indicate reasons for such change.
6. At the Purchaser’s request, the Contractor shall replace immediately the person who fails to duly perform their duties or whose behaviour differs from generally accepted rules observed in interpersonal relations. In such cases Article 8 para. 6 applies.

§3

1. The performance of internship for one participant shall proceed in the scope of maximum 40 hours per week within a continuous period of two weeks, total of maximum 80 hours during the whole

⁵ According to the Contractor’s tender,



- period of internship, according the working hours and norm applicable in the Hosting Institution for the type of work performed by the trainee. One internship hour is equivalent of 60 minutes.
2. Internships shall be held on working days from Monday to Friday during the office hours of the Hosting Institution between 6⁰⁰ and 18⁰⁰. Internships may not be held on public holidays in the target country in which the internship is held.
 - 1) The Contractor shall ensure the internship is performed according to the guidelines specified in these Terms of Reference providing:
 - a) suitable material conditions necessary to perform the internship in the Institution:
 - Training stations equipped with necessary appliances, equipment and materials, considering the work health and safety requirements,
 - Premises for storing working outfit and means of personal protection,
 - Access to hygiene and sanitary equipment and social premises;
 - Informing internship participants of their scope of duties, working organisation, working regulations, including in particular compliance with working order and discipline as well as work health and safety rules and regulations,
 - b) supervision of the course of internship,
 - c) preparing, in the event of an accident during the internship, post-accident documentation,
 - d) cooperation with the *Purchaser*.
 - 2) The Contractor shall guarantee due performance of the services, including in particular:
 - a) Admitting by the Hosting Institution of Participants referred to the internship by the Purchaser and acknowledging their admittance,
 - b) Familiarizing Participants with the set internship programme,
 - c) Providing Participants with the conditions for performing actions and tasks according to the set internship programme, so that they could acquire an ability to work independently after the internship is completed,
 - d) Training Participants in the scope of observing work health and safety and fire regulations and familiarising them with the binding labour rules and regulations,
 - e) Familiarising Participants with their tasks,
 - 1) Allotting Participants according to the rules provided for employees: clothes and working shoes, means of personal protection, necessary means of personal hygiene, free preventive, nutritious and strengthening meals.
 3. The *Contractor* shall immediately, however not later than within 2 days, notify the Purchaser of participants' failure to start, discontinuation or opting out of the attendance in the internship, as well as any absence in the internship without leave or any other circumstances which may affect possible failure to execute the internship and this Agreement.
 4. After the completion of the internship performance the *Contractor* is obliged to:
 - 1) The Contractor shall transfer the Purchaser certificates of internship completion (in two copies) within 10 working days after the date of internship completion acknowledging that the internship was completed by each Participant, including in particular information on tasks performed and practical skills acquired by the Participant during the internship; Failure to meet the deadline will be deemed by the Purchaser as undue performance of the object of contract as specified in art.6 para. 1(3) 3,



- 2) Provide the *Purchaser*, within 10 working days after the completion of the internship, the completed attendance list in the paper version; failure to meet the deadline will be deemed by the *Purchaser* as undue performance of the object of contract as specified in art. 6 para. 1 (3),
- 3) complete an evaluation survey made for the project purposes.
5. *The Internship Coordinator* is in particular obliged to:
 - 1) Provide Participants with any advice and support in carrying out their assignments,
 - 2) Certify any information included in the report on the course of the internship made by the Participant and the final certificate on internship completion as well as certify the actual number of internship hours.
6. If in order to start the internship the Participant is required to have medical examination performed, the *Contractor* shall provide necessary examination at their expense.
7. The *Contractor* shall take the risk of any possible material losses arisen as a result of participants attending the internship.
8. *The Contractor* shall mark any documents connected with the performance of internships with information on internships being co-financed by the European Social Fund.

§4

1. *The Purchaser* hereby undertakes to:
 - 1) Recruit Participants to the Internship and provide the list of internship participants to the *Contractor*;
 - 2) Deliver *the Contractor* the electronic version of the internship attendance list not later than 15 May 2014;
 - 3) Inform the Participants of their duties: ensure due and careful performance of actions and tasks covered by the internship programme, comply with instructions of the Internship Coordinator or any persons authorised by him unless contrary to the labour laws, comply with the set times of holding the internship, comply with working rules and regulations and the order to be observed in the Hosting Institution, comply with the rules and principles of keeping secret information disclosing of which might compromise the interest of the Hosting Institution, respecting the rules of social coexistence in the Hosting Institution,
 - 4) Disallow the Participant to continue the internship at the request of the *Contractor* / Hosting Institution, in the case of:
 - a) Absence without leave during the internship,
 - b) Breaching the fundamental duties determined in the working rules and regulations, and in particular appearing in the workplace in the condition indicating previous consumption of alcohol, drugs or mind altering substances or consuming at work alcohol, drugs or mind altering substances.
 - 5) Introduce the Participant within the time limit specified by labour law to the mandatory social and health insurance,
 - 6) Conclude agreements with Participants regulating the course of internship in the Hosting Institution and the method of payment of the envisaged remuneration,
 - 7) cover the costs of travel, accommodation, subsistence and insurance of participants.



§5

1. For the performance of this Agreement the Contractor shall receive total remuneration (including VAT⁶) amounting to⁷: (only) /Agreement value /.
*The Purchaser shall pay due VAT on his own*⁸.
2. The above mentioned remuneration is set on the basis of the actual number of participants and the the price offered for internship for one Participant amounting to: PLN (including VAT⁹) provided that where the numer of participants attending the internship is lower than planned, the amount of remuneration indicated in para. 1 will be lowered in proportion according to the Contractor's tender offer. In the case of the Participant discontinuing the internship, the Contractor is not entitled to remuneration for such internship.
3. Remuneration for the Contractor covers any costs incurred by the Contractor for the purpose of due performance of the Agreement, including in particular costs connected with creating a work place, merit-related supervision over the trainee, introducing the trainee to his duties and making available specialist research equipment as well as general costs, any taxes and charges and elements of the risk connected with the performance of contract. The Contractor may not request of internship participants any charges.
4. Subject to para. 2, the Contractor is entitled to remuneration set on the basis of the actual number completed internships, i.e. when on completion of the internship the participant receives a certificate, after the Purchaser acknowledges due performance of the services.
5. The basis for issuing the invoice will be the acceptance protocol signed by Parties without any reservations including the attachments (*Attachment no. 2 to the Agreement, 1 and 2 to the protocol*), delivered to the *Purchaser* within 10 working days of the date of completion of each internship. The template of *Acceptance Protocol* is included in *Attachment no. 2* to this Agreement. The *Contractor* shall issue one invoice for the performance of the whole Agreement, after the last completed internship.
6. The remuneration will be paid to the Contractor's bank account indicated in the invoice within 14 days of the date of the Purchaser's acceptance of the correctly issued invoice.
7. Any possible due payments resulting from penalties or damages will be reimbursed from the Contractor's remuneration.
8. The date of payment is deemed to be the date of charging the Purchaser's bank account.
9. In case of late payment of remuneration, the Contractor may claim payment of statutory interest.

§6

⁶ Not applicable to Foreign Contractor. If the Foreign Contractor's tender is considered to be the most advantageous, the concluded Agreement will be for net value, and the Purchaser will pay any due VAT on his own.,

⁷ Insert the price from the offer of a selected Contractor,

⁸ Applicable to Foreign Contractor,

⁹ Not applicable to Foreign Contractor. If the Foreign Contractor's tender is considered to be the most advantageous, the concluded Agreement will be for net value, and the Purchaser will pay any due VAT on his own,

⁹ Insert the price from the offer of a selected Contracto ,



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1. Whether or not the Contractor suffered any damage, the Contractor shall pay the Purchaser contractual penalties for:
 - 1) The Contractor's failure to timely perform the services under the Agreement to the amount of 25% of the Agreement value;
 - 2) the Contractor's failure to meet other deadlines – to the amount of 0,5% of the Agreement value for each started day of the delay,
 - 3) in the event of improper performance of the services under this Agreement, including gross decrease in the quality of the service under the Agreement – 10% of the Agreement value;
 - 4) termination of the Agreement for reasons within the Contractor's control, in particular the circumstances referred to in art. 7 para 1(1-3) to the amount of 25% of the Agreement value.
2. Should contractual penalty not cover the damage suffered, the Purchaser may claim supplemental damages on a general basis.

§7

1. *The Purchaser* may terminate this Agreement with immediate effect, keeping any rights and claims against the Contractor within 30 days after being informed of any of the following circumstances:
 - 1) *The Contractor* fails to perform or fails to duly perform their duties arising from this Agreement or performs the contract in a manner which is inconsistent with the provisions of the Agreement or fails to perform the conditions of holding internships and despite the Purchaser's written notification there has been no improvement in this respect,
 - 2) *The Contractor* or persons engaged in the performance of contract do not hold the properties which according to the provisions of this agreement and documentation prepared for the procedure no. DZP.381.70.2013.UG are critical to the performance of this Agreement (i.e. the Contract stated in the tender information which is not true) or the Contractor failed to comply with the duty referred to in Article 2 para. 5.
 - 3) *The Contractor* lost capacity necessary to perform this Agreement,
 - 4) *The Contractor* went bankrupt or became liquidated.
2. In case of any important circumstances resulting in the Agreement not lying in the public interest, which could not have been foreseen at the time of entering into the Agreement, the Purchaser may withdraw from the Agreement within 30 days of finding out about such circumstances. The Contractor has the right to claim exclusively due remuneration for the performance of part of the Agreement.
3. The statement concerning the termination / withdrawal from the Agreement shall not be valid unless made in writing.

§8

1. Any amendment of this Agreement may be made only in the events described below and will not be valid unless made in the form of a written annex effective on signature by both Parties.
2. The Purchaser may agree to make important modifications of the provisions of this Agreement in the event of:



- 1) Necessity of postponing the term of performance of the contract, if such necessity occurred as a result of circumstances which could not have been foreseen at the time of entering into the Agreement and do not result from the Contractor's fault.,
- 2) Necessity of postponing the date of execution of the contract, if such necessity occurred as a result of circumstances which were within the Purchaser's control,
- 3) Necessity of changing the place of execution of the contract, if such necessity occurred as a result of circumstances which were within the Purchaser's control, for which the Purchaser bears no responsibility,
- 4) Necessity of changing the place of execution of the contract, if such necessity occurred as a result of circumstances which were within the Contractor's control which could not have been foreseen at the time of entering into the Agreement and do not result from the Contractor's fault,
- 5) Change of the manner of performing the contract from the Contractor's independent performance to his performance with the participation of subcontractors or change of the extent of actions entrusted to the subcontractors, provided that such subcontractors hold capacity necessary for the performance of the contract;
- 6) Possible change of the person performing the role of Internship Coordinator provided that such persons hold the same qualifications as required of persons participating in the execution of the service specified in the documentation prepared for the procedure preceding the conclusion of this Agreement, otherwise not admitted to perform actions,
- 7) Change of the generally binding laws or agreement on financial support in the scope affecting the performance of the Agreement or the project guidelines in the scope affecting the execution of the Agreement,
- 8) Statutory change of tax rates (VAT) within the duration of the Agreement, the Purchaser does not admit possibility of increasing the value of the Agreement as referred to in § 5 para. 1 and 2 of the Agreement,
- 9) Change of price where such change be favourable to the Purchaser, i.e. change to a lower price – upon the written request of either of the Parties.

§9

1. Any disputes arising from this Agreement will be resolved by a competent court for the Purchaser's seat.
2. The English version of this agreement is an auxiliary version. In case of any disputes arising from this agreement or any possible discrepancies between the language versions of this agreement – the Polish version of the agreement shall be binding.

§10

In any matters not regulated by this Agreement provisions in particular of the Act on Public Procurement Law and Civil Code shall apply.

§11



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1. The date of signature by the second Party signing the Agreement will be the date of Agreement.
2. Should any of the Parties fail to insert the date of signature, the date of signature by the other Party is deemed to be the date of Agreement.
3. This Agreement is made in two identical copies, one copy for each Party.

PURCHASER

CONTRACTOR

Date, signatures

Date, signature



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INTERSHIP PROGRAM

Name of host institution :

.....
.....

Period of student internship at host institution:

From (day/month/year): to (day/month/year):.....

Description of the student's internship (training, tasks):

Qualifications and skills to awarded:

.....
Date

.....
Signature of host coordinator
(mentor)

.....
Stamp of
institution



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Annex number 2 to the contract

ACCEPTANCE PROTOCOL

Drawn up on in

according with the contract dated

representative(s)

.....

(name of the providing entity, names of representatives)

made the acceptance of service:

.....

.....

Manufactured service do/do not comply with the conditions of the contract and its performance

is without objection/ with objection.

The financial value of service is set at the amount: PLN.

Price calculation

.....

Comments:

.....

.....

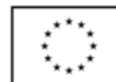
.....

Contracting Entity:

Contractor:

Date and Signature

Date and Signature



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Annex number 1 to the protocol

STUDENT INTERNSHIP EVALUATION FORM, ACADEMIC YEAR 2013/2014

NAME OF SENDING INSTITUTION: Uniwersytet Śląski w Katowicach (University of Silesia in Katowice) Address: Bankowa 12, 40-007 Katowice, Poland Faculty/Department of Coordinator: Tel.: Fax: e-mail:		
NAME OF STUDENT: First name: Date and place of birth: Tel.: e-mail box: <u>Period of student internship at host institution:</u> From (day/month/year): to (day/month/year):.....		
NAME OF HOST INSTITUTION: Address: Coordinator of the internship (Mentor): Tel.: Fax: e-mail:		
Above mentioned student has accomplished student internship at our institution under my supervision, during a period confirmed in this form		

.....
Date

.....
**Signature of host coordinator
(mentor)**

.....
**Stamp of
institution**



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NB: This document is not valid without the signature of the host coordinator (mentor) and the official stamp of the institution on both pages.

Description of the student's internship:

.....

.....

.....

.....

.....

.....

Qualifications and skills awarded:

.....

.....

.....

.....

.....

.....
Date	Signature of host coordinator (mentor)	Stamp of institution

NB : This document is not valid without the signature of the host coordinator (mentor) and the official stamp of the institution on both pages.



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Annex number 2 to the protocol

CONFIRMATION OF STUDENT INTERNSHIP

This is to confirm, that the student.....
coming from the University of Silesia in Katowice, Faculty of.....
is being hosted at our institution.

Date of the student's departure (day/month/year).....

Name of institution.....

Address.....

Name of the coordinator of a internship (mentor).....

Position.....

Phone / fax / e-mail:.....

Date of signature/...../..... Signature..... Official stamp

This certificate confirms the duration of the student's internship.