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DRAFT CONTRACT PROVISIONS

AGREEMENT NO. /DN/2026

entered into on the date specified in § 14(1), hereinafter referred to as the “Agreement,”
between:

Lotnicze Pogotowie Ratunkowe, with its registered office in Warsaw at ul. Księżycowa 5, post code 01-934 Warsaw; entered in the National Court Register of Associations, Other Social and Professional Organizations, Foundations, and Independent Public Healthcare Institutions under No. 0000144355, maintained by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register, REGON 016321074, NIP 522-25-48-391, hereinafter referred to as **the Awarding Entity**,

represented by – – Director

and

represented by – ...

The Awarding Entity and **the Contractor** are collectively referred to as the Parties.

This Agreement was concluded as a result of a public procurement procedure conducted under the standard procedure with the option of negotiations to improve the content of tenders (Option 2) pursuant to Article 275(2) in conjunction with Article 359(2) of the Act of September 11, 2019, the Public Procurement Law (Journal of Laws of 2026, item 793, as amended), hereinafter referred to as “PPL,” for **“Training for HEMS crew members and medical personnel on the use of the helicopter hoist (HHO)”** (Procedure No.: ZP/2/V/2026) for Lotnicze Pogotowie Ratunkowe. The Agreement is co-financed by the European Social Fund Plus under the European Funds for Social Development 2021–2027 program, project titled “Training for Lotnicze Pogotowie Ratunkowe’s Personnel,” number: FERS.01.13-IP.07-0009/25.

The Parties enter into the following Agreement:

§ 1

SUBJECT OF THE AGREEMENT

1. The subject of the procurement contract is the conduct of a series of two-day, in-person theoretical and practical training sessions on the operation and use of a helicopter hoist (HHO – Helicopter Hoist Operation) for 16 persons, in accordance with the Contractor’s submitted tender, constituting **Appendix No. 5** to the Agreement, hereinafter referred to as “the training.”



2. Detailed requirements regarding the scope and duration of the training are specified in the Description of the Subject of the Contract (hereinafter: DSC), constituting **Annex No. 1** to the Agreement. The training shall be conducted at a location designated by the Contractor. The Awarding Entity requires that the training take place within the European Union (EU).
3. The Awarding Entity reserves the right to reduce the number of training participants by a maximum of 2 (two) persons. In such a case, the remuneration specified in §3(1) shall be proportionally reduced based on the training rate per participant in accordance with §3(1). The Contractor shall have no claims against the Awarding Entity arising from this reduction in the scope of the Agreement.
4. The training sessions shall be conducted by the Contractor on a rolling basis throughout the term of the Agreement. A detailed training schedule, including dates, shall be established in consultation with the Awarding Entity within a maximum of 30 days from the date of signing the Agreement. Detailed terms and conditions regarding dates, the selection of participants, and changes to the list of participants have been set forth in the Terms of Reference (ToR).
5. Training sessions shall be conducted exclusively for participants nominated by the Awarding Entity.
6. During the theoretical training, the Contractor shall provide a training room equipped with the necessary multimedia equipment. The practical training shall take place in a room consistent with the description in Section 3 of the Description of the Subject of the Contract.
7. The Contractor shall issue personalized certificates confirming the completion of the training by the Awarding Entity's personnel (participants), bearing the logo constituting **Appendix No. 4** to the Agreement.
8. The Awarding Entity shall bear the travel and accommodation costs for the Awarding Entity's personnel undergoing training, as referred to in this paragraph.
9. In the performance of the subject of the Agreement, the "Do No Significant Harm" (DNSH) principle shall be applied, pursuant to which all documentation produced by the Contractor in connection with the performance of the subject of the Contract, including the generated certificates and training materials, shall be produced primarily in electronic form.
10. Participation in the training sessions is at the sole discretion of the interested parties, which confirms the absence of any gender-based barriers to equality among participants. The Contractor shall not select any participants for the Agreement. The Contractor shall perform the subject of the Agreement in a manner that ensures equality for all participants.
11. The Contractor is obligated to cooperate with the Awarding Entity at every stage of procurement contract performance, including accepting and participating in audits and inspections related to the subject of the procurement contract.
12. The training sessions shall be conducted by the Contractor at the following location:
.....



13. The Contractor agrees to issue to the participants, free of charge, no later than the next business day following the completion of a given training session, personalized certificates confirming each participant's attendance.
14. Regardless of the documents issued to participants referred to in paragraph 13, the Contractor shall, as part of the agreement, provide the Awarding Entity, no later than with the invoice, with an attendance list of the Awarding Entity's participants confirming their participation in the training in question, prepared in accordance with the template constituting **Appendix No. 2** to the Agreement, together with copies of the certificates issued to the participants of the training in question.

§ 2

TERM OF PERFORMANCE OF THE AGREEMENT

The Awarding Entity commissions, and the Contractor undertakes to perform the subject of the agreement within a strict deadline of 16 (sixteen) months from the date of signing the agreement or the completion of the training by two groups of participants, no later than December 1, 2027.

§ 3

REMUNERATION

1. **For the performance of the subject of this Agreement, the Contractor shall be entitled to a total maximum gross remuneration in the amount of PLN/EURO (in words:), constituting the product of the gross rate for conducting training for one group of PLN/EURO (in words:) and the number 2. The rate for conducting training for one participant shall be PLN (in words:).**
2. The remuneration specified in paragraph 1 covers all costs associated with the performance of the subject of the Agreement and satisfies all of the Contractor's claims arising from the performance of the subject of the Agreement.
3. Payment of the remuneration shall be made on the basis of invoices issued by the Contractor upon completion of each training session, via bank transfer to the bank account specified by the Contractor on the invoice, within 30 days of the date of delivery of a properly issued invoice to the Awarding Entity. The Contractor is required to submit, in accordance with paragraph 9 below, an attendance list and copies of certificates of completion for the training participants for the given month, in accordance with § 1, paragraph 14. The payment deadline referred to in the first sentence begins on the date the invoice, along with the complete set of documents specified above, is delivered to the Awarding Entity.
4. The invoice shall be issued to:
Lotnicze Pogotowie Ratunkowe
ul. Księżycowa 5, 01-934 Warsaw
Tax ID (NIP): 5222548391.
5. The invoice shall include the Contract number and the group number for which the payment



is being made.

6. The date of payment shall be deemed to be the date on which the amount due is debited from the Awarding Entity's bank account.
7. If required by law with respect to the Contractor, the Contractor hereby declares that the account it has designated is an account for which, in accordance with the law, the bank maintains a VAT account, and that the account it has designated appears on the list of entities registered as VAT taxpayers maintained by the Head of the National Tax Administration. Without prejudice to other contractual provisions and legal regulations, the Awarding Entity shall make payments only to an account that meets the requirements specified in the preceding sentence.
8. If, in accordance with applicable law, the remuneration is payable under the split payment mechanism, the Contractor is required to issue an invoice containing the notation "split payment mechanism," and the Awarding Entity shall make the payment under that mechanism.
9. *The Contractor declares that it is exempt from the obligation to issue invoices in the National e-Invoice System. The Contractor will issue and deliver invoices in electronic form (e.g., PDF). The invoice in PDF format shall be sent via email from the Contractor's email address: to the Awarding Entity's email address: Any changes to email addresses or revocation of consent to receive invoices electronically shall be communicated to the other Party in writing or electronically by an authorized person. Such changes shall not constitute an amendment to the Agreement. If an invoice is issued in paper form, it will be sent to the address specified in paragraph 4. All documents accompanying the invoice, in particular acceptance reports, specifications, or reports, shall be sent by the Contractor electronically to the Awarding Entity's email address indicated above.
* The Parties hereby agree that VAT invoices will be issued and made available exclusively in a structured format via the National e-Invoice System (KSeF) in accordance with the provisions of the Act of March 11, 2004, on the Tax on Goods and Services (consolidated text: Journal of Laws of 2025, item 775, as amended). The date of delivery of the invoice shall be deemed to be the date on which it is assigned an identification number in the KSeF system. In the event of a technical inability or a failure of the KSeF system, the Contractor shall send a copy of the invoice from the email address: to the Awarding Entity's email address: All documents accompanying the invoice, in particular acceptance reports, specifications, or reports, shall be sent by the Contractor electronically to the Awarding Entity's email address indicated above, regardless of whether a structured invoice has been issued in KSeF. Any changes to the above email addresses shall be communicated to the other Party in writing or electronically by an authorized person. Such changes shall not constitute an amendment to the Agreement.
*select as appropriate
10. The Awarding Entity does not consent to the assignment of claims arising from the performance of the Agreement or to any legal action resulting in a change of creditor or



- the trading of claims arising from the Agreement.
11. The Awarding Entity hereby advises that, in connection with the mandatory implementation of KSeF, pursuant to Article 6(1)(c) of the GDPR, personal data contained in invoices (including first name, last name, Tax Identification Number (NIP), address, and details of persons authorized to receive/issue invoices) shall be processed for the purpose of issuing, sending, receiving, and storing structured invoices, and the data shall be made available to entities authorized under applicable law, in particular the Ministry of Finance and the Head of the National Tax Administration.
 12. The Awarding Entity provides for the possibility of indexing the Contractor's remuneration with respect to the rate for conducting training for a single group under the conditions specified below, provided that 6 full calendar months have elapsed since the date of conclusion of the Agreement.
 13. adjustment may occur upon a written request by a Party if the real growth or decline rate of the average wage—calculated based on the increase or decrease in the average wage for the previous year as published by the President of the Central Statistical Office (GUS) in the GUS Statistical Bulletin—is at least +/- 4%. Should these indices cease to be available, other, most closely comparable indices published by the President of the Central Statistical Office (GUS) shall apply.
 14. Remuneration may be adjusted no more frequently than once every 6 months. The first adjustment may take place 6 months after the date of conclusion of the Agreement; each subsequent adjustment may take place 6 months after the date of the previous adjustment.
 - 1) The adjustment of remuneration exhausts the Contractor's claims related to changes in costs associated with the performance of the Agreement;
 - 2) The Contractor's remuneration for work related to a change in the manner of performance, in particular for additional or substitute training, is not subject to adjustment;
 - 3) in the event of the circumstances referred to in paragraph 13, the Parties may request an adjustment of the remuneration if it affects the cost of conducting the training;
 - 4) a request for adjustment of the remuneration should include at least:
 - a) the scope of the proposed adjustment, in particular the adjustment rate, which may not exceed the rate serving as the basis for the adjustment,
 - b) a description of the factual circumstances justifying the adjustment,
 - c) the basis for the adjustment, i.e., the legal basis arising from the provisions of the Agreement,
 - d) information and evidence (e.g., service provider quotes) confirming that the circumstances justifying the adjustment to the remuneration have been met;
 - 5) The request referred to in point 4 shall be submitted to the Awarding Entity in accordance with the form of communication specified in the Agreement. The Awarding Entity is obligated to respond to the request, in particular by:
 - a) accepting the request for an adjustment,



- b) requesting the Contractor to supplement the request or provide additional explanations, along with an appropriate justification for such a request,
 - c) proposing to enter into negotiations regarding the requested adjustment,
 - d) rejecting the request for an adjustment. The rejection of the adjustment for a change shall include a justification;
- 6) the adjustment of remuneration is the product of the remuneration due and the adjustment index approved by the Parties;
 - 7) the amount of remuneration paid to the Contractor after the adjustment date, based on the next invoice issued by the Contractor, is subject to adjustment, calculated as the product of the remuneration due and the adjustment index approved by the Parties;
 - 8) the contractual provisions regarding adjustment shall not apply once the adjustment limit has been reached, i.e., if the total increase in the indexed remuneration exceeds 4% of the contractual remuneration;
 - 9) a Contractor whose remuneration has been adjusted is obligated to adjust the remuneration payable to any subcontractor with whom it has entered into a contract for a period longer than 6 months (including all amendments to the contract for subcontracting). The provisions of this paragraph shall apply *mutatis mutandis* to changes in the subcontractor's remuneration;
15. As a result of adjustment, the remuneration may not be increased or decreased by more than 4% of the remuneration originally specified in the Agreement.
16. Adjustment of the remuneration shall not constitute an amendment to the Agreement.

§ 4

RIGHTS AND OBLIGATIONS OF THE PARTIES

- 1. The Contractor undertakes to keep the Awarding Entity informed, at the address specified in § 5(1)(1), of any situations affecting the delivery of training, with sufficient advance notice, in particular regarding any obstacles that have arisen that prevent the delivery of the training.
- 2. The Contractor shall perform the subject of the Agreement in cooperation with the designated and indicated in § 5(1)(1) representatives of the Awarding Entity.
- 3. The Contractor shall ensure direct contact between its representatives and the Awarding Entity's representatives.
- 4. The Contractor shall cooperate with the Awarding Entity in carrying out tasks related to the proper settlement of funds obtained to finance this contract, in particular by providing the necessary documentation and explanations, and by submitting to audits by authorized institutions or the Awarding Entity.
- 5. The Contractor declares that the persons assigned to perform the subject of the Agreement possess the appropriate authorizations, qualifications, and experience in accordance with the provisions of law and the Awarding Entity's requirements, as described in the procurement documentation, and appropriate to the type of work to be performed.



6. In the event that the Contract is performed by subcontractors or further subcontractors, the Contractor shall ensure that such entities fulfill the disclosure obligations specified in § 12.
7. The Contractor bears full responsibility for the quality and timeliness of the performance of the subject of the Agreement, as well as for the acts and omissions of any persons, subcontractors, or sub-subcontractors through whom the Contractor performs the subject of the Agreement, and for its own acts and omissions.

§ 5

REPRESENTATIVES OF THE PARTIES

1. The Parties appoint the following representatives for the purposes of performing the Agreement:
 - 1) on behalf of the Awarding Entity: first and last name:, phone number:, email address:
 - 2) on behalf of the Contractor: first and last name:, phone number:, email address:
2. The persons referred to in paragraph 1 are authorized to perform, on behalf of the Awarding Entity and the Contractor, the activities specified in the Agreement, including ongoing cooperation in the performance of the subject of the Agreement, with the exception of amending the provisions of the Agreement or withdrawing from it.
3. The Awarding Entity and the Contractor may make changes regarding the persons listed in paragraph 1 by notifying the other Party in writing to the email address specified in paragraph 1; such notification shall not constitute an amendment to the Agreement.

§ 6

CONTRACTUAL PENALTIES

1. The Awarding Entity shall have the right to charge the Contractor contractual penalties:
 - 1) for a delay in commencing a given training session—in the amount of 500.00 PLN (in words: five hundred zlotys and 00/100) for each day of delay relative to the date specified in the training schedule referred to in § 1, paragraph 4;
 - 2) in the event that the training is conducted in a manner inconsistent with the requirements specified in the statement of work—in the amount of 1,000.00 PLN (in words: one thousand zlotys and 00/100) for each confirmed instance;
 - 3) in the event of termination of the Agreement by the Awarding Entity or the Contractor for reasons attributable to the Contractor—in the amount of 20% of the total maximum gross remuneration specified in § 3(1);
 - 4) in the event that the Contractor, a subcontractor, or a sub-subcontractor fails to comply with the disclosure obligation specified in § 4(6) or § 11(7)—in the amount of 1,000.00 PLN (in words: one thousand zlotys and 00/100) for each instance;



- 5) in the event of non-payment or late payment of remuneration due to the subcontractor(s) resulting from a change in the amount of remuneration referred to in § 3(14)(9), in the amount of 4% of the subcontractor's remuneration that was not paid or was paid late.
2. Payment of the contractual penalties referred to in paragraph 1 shall not release the Contractor from the obligation to perform the subject of the Agreement, nor from any other obligations arising from the Agreement.
3. The Awarding Entity reserves the right to set off the accrued contractual penalties against the remuneration due to the Contractor. The Contractor hereby declares that it consents to the set-off, within the meaning of Articles 498 and 499 of the Polish Civil Code, of any amounts due under the contractual penalties provided for in the Agreement, against the remuneration due to it.
4. In order to exercise the right to set off the calculated contractual penalties against the remuneration due to the Contractor, the Awarding Entity shall issue a statement to the Contractor containing a detailed calculation of the contractual penalties and, on the date of issuance, shall send it to the Contractor via email to the email address specified in § 5(1)(2). The Parties agree that the due date for amounts due under contractual penalties arising from the Agreement is the date on which the Awarding Entity issues a bookkeeping note charging the Contractor for the contractual penalties in question.
5. Contractual penalties shall be deducted first from the remuneration due to the Contractor, to which the Contractor consents and authorizes the Awarding Entity to do so without the need for confirmation.
6. The total amount of contractual penalties assessed by the Awarding Entity may not exceed 20% of the total maximum remuneration specified in § 3(1).
7. The Awarding Entity reserves the right to claim supplementary damages, thereby increasing the amount of contractual penalties to the amount of the actual damage incurred, in accordance with general principles.

§ 7

TERMINATION OF THE AGREEMENT

1. The Awarding Entity may withdraw from the Agreement in the event of a material change in circumstances resulting in the performance of the Contract no longer being in the public interest—a change that could not have been foreseen at the time the Contract was concluded—or if the continued performance of the Contract may jeopardize a material interest of national security or public safety. The Awarding Entity may exercise its right to terminate the Agreement within 30 days of becoming aware of the material change in circumstances.
2. The Awarding Entity reserves the right to terminate the Agreement in whole or in respect of the unfulfilled portion of the Agreement in the event of non-performance or improper performance of the Agreement within 60 days of the Awarding Entity becoming aware of any of the following circumstances:



- 1) conducting the training in a manner inconsistent with the Description of the Subject of the Contract;
 - 2) the training is conducted in a manner that prevents all participants nominated by the Awarding Entity from attending;
 - 3) the training is conducted by a person who does not meet the requirements specified in the Description of the Subject of the Contract;
 - 4) performance of the Agreement in violation of the informational and promotional obligations specified in § 12 of the Agreement, despite a request by the Awarding Entity to remedy the identified violations in this regard;
 - 5) performance of the subject of the Agreement in violation of the obligations arising from § 4(4), despite a request by the Awarding Entity to remedy the identified violations in this regard;
 - 6) performance of the subject of the Agreement in violation of the obligations arising from § 1(10), despite a request by the Awarding Entity to remedy the identified violations in this regard;
 - 7) any type of improper performance or non-performance of the subject of the Agreement other than those specified in points 1–6, rendering its further performance pointless.
3. In the event that the Awarding Entity withdraws from the Agreement pursuant to paragraph 1 or paragraph 2, the Contractor may claim only the remuneration due for the proper performance of the part of the Agreement that has been performed correctly.
4. A notice of withdrawal from the Agreement shall be submitted in writing, under penalty of nullity, in writing and shall include a statement of reasons.

§ 8

COPYRIGHT

1. If, in the course of performing the subject of the Agreement, works are created within the meaning of Article 1, paragraphs 1 and 2, of the Act of February 4, 1994, on Copyright and Related Rights (Journal of Laws of 2025, item 24, as amended), hereinafter referred to as “Works,” the Contractor, as part of the remuneration specified in § 3(1), shall transfer to the Awarding Entity, in their entirety, the economic copyrights to the Works.
2. As part of the transferred economic copyrights to the Works, the Contractor authorizes the Awarding Entity to use the Works within the territory of the Republic of Poland and abroad in the following fields of exploitation:
 - 1) with respect to inputting and storing in computer memory;
 - 2) with respect to fixation and reproduction—the production of copies of documents using any technique, including printing, reprography, magnetic recording, and digital techniques;
 - 3) with respect to the distribution of the original or copies on which the Work has been fixed—placing the original or copies on the market, lending, or renting them;
 - 4) with respect to the distribution of the Work: through public performance, exhibition, display, reproduction, and broadcasting and rebroadcasting, as well as making the Work



- publicly available in such a way that anyone may have access to it at a place and time of their choosing;
- 5) the use and modification of documents by the Awarding Entity as part of their exploitation, as well as the modification, copying, and further use thereof;
 - 6) to create and authorize the Awarding Entity and third parties acting on its behalf or with its authorization to create derivative works of the Work, including adaptations and modifications of the Work, as well as to distribute and market them, i.e., renting or lending originals or copies,
 - 7) to make the Works available under a Creative Commons CC BY 4.0 open license.
3. With respect to Works constituting software, if the transfer of all economic copyrights to the Awarding Entity is not possible for reasons beyond the Contractor's control, the Contractor, as part of the remuneration specified in § 3(1), shall ensure that the Awarding Entity is granted a license authorizing the unrestricted use and dispose of the Work in the fields of exploitation specified in paragraph 2.
 4. The transfer of economic copyrights to the Works referred to in paragraph 1 or the granting of the license referred to in paragraph 3 shall take place on the date of delivery to the Awarding Entity of the documents confirming the completion of the training specified in § 1(14), but no later than upon the termination of the Agreement
 5. As part of the remuneration specified in § 3, paragraph 1, the Contractor grants the Awarding Entity or third parties acting on its behalf or with the Awarding Entity's authorization the right to exercise derivative rights to adaptations of the Works, within the scope of economic copyrights, including the right to use derivative works in the fields of exploitation specified in this paragraph, and declares that it shall not demand additional remuneration in this regard.
 6. As part of the remuneration specified in § 3(1), the Contractor transfers to the Awarding Entity the right to authorize the exercise of derivative rights to adaptations of the Works. The remuneration referred to in § 3(1) covers all fields of exploitation specified in the Agreement.
 7. The Contractor warrants that the Awarding Entity's exercise of the economic copyrights transferred to the Awarding Entity under the Agreement or under the granted license will not infringe upon any third-party rights.
 8. The Contractor shall be liable for any possible claims by third parties relating to the infringement of economic copyrights to the Works and undertakes to satisfy any claims related thereto.
 9. The Contractor shall bear full liability for any legal defects in the Works produced in connection with the performance of the subject of the Agreement.
 10. The Contractor undertakes to indemnify the Awarding Entity against any liability in connection with claims or demands arising from copyright infringement, where such claims could arise as a result of the Contractor's performance of the subject of the Agreement.
 11. If the Awarding Entity notifies the Contractor of any third-party claims filed against the Awarding Entity in connection with the Contractor's performance of the subject of the



Agreement, the Contractor shall take steps to resolve the dispute and shall bear all of the related costs, including legal representation costs, from the moment the claim in question is filed, as well as the costs of any possible damages. In particular, if a lawsuit is filed against the Awarding Entity for infringement of intellectual property rights in connection with the performance of the subject of the Agreement, the Contractor shall join the proceedings as a defendant.

12. As part of the remuneration specified in § 3(1), the Contractor agrees not to exercise personal copyrights with respect to the Works.
13. For the avoidance of doubt, the Parties confirm that the Awarding Entity has the right to modify the Works (including entrusting such modification to third parties) referred to in this paragraph as it sees fit. Upon delivery of such Works, the Contractor also transfers to the Awarding Entity:
 - 1) the right to authorize the exercise of derivative copyrights to any adaptations of the Works (or their individual parts), i.e., the right to authorize the disposal of and use of such adaptations in the fields of exploitation specified in paragraph 2;
 - 2) ownership of the media on which the Works (or their individual parts) have been recorded for the purpose of their delivery, upon delivery of such media.

*No works within the meaning of the Act of February 4, 1994, on Copyright and Related Rights (i.e., Journal of Laws of 2025, item 24, as amended) will be created under this agreement.

**Select the appropriate option*

§ 9

AMENDMENTS TO THE AGREEMENT

1. Pursuant to Article 455(1)(1) of the Public Procurement Law, the Awarding Entity reserves the right to amend this Agreement by means of a written annex, under penalty of nullity. Amendments may be made, in particular, in the following respects:
 - 1) in the event of changes to applicable laws that relate directly to the subject of the Contract;
 - 2) in the event of circumstances beyond the Contractor's control that could not have been foreseen at the time the Agreement was concluded, resulting in the need to change the date of the training;
 - 3) in the event of a change in the Contractor's corporate details;
 - 4) in the event of circumstances beyond the Contractor's control related to projects being conducted concurrently by the Awarding Entity or arrangements with third parties or authorities that affect the performance of the subject of the Agreement. In such cases, the amendment may concern the schedule or manner of performing the subject of the Agreement;
 - 5) a change in the training location; in such a case, the training shall take place at a location that meets the requirements specified in the Description of the Subject of the Contract;



- 6) changes to the personnel assigned to perform the subject of the Agreement, provided that the new personnel possess qualifications that meet the requirements of the Description of the Subject of the Contract;
 - 7) an increase in the number of training participant groups; in such a case, the Contractor's remuneration shall be proportionally increased based on the rate for conducting training for a group, subject to § 3(13);
 - 8) changes to the method of payment of the remuneration, provided that the amount of the remuneration remains unchanged.
2. In the event of a change in the value-added tax (VAT) rate, the remuneration provided for in the Agreement shall be adjusted in proportion to the change in the VAT rate (it shall be adjusted by the amount of the VAT change), provided that the above adjustment shall apply exclusively to the portion of the remuneration covered by invoices issued after the effective date of the legislative amendment introducing new VAT rates.
 3. In the event of a change in:
 - a) the amount of the minimum wage established pursuant to the Act of October 10, 2002, on the Minimum Wage (consolidated text: Journal of Laws of 2024, item 1773), or
 - b) the rules governing eligibility for social security or health insurance in accordance with applicable law, or
 - c) the rate of social security or health insurance contributions in accordance with applicable law, or
 - d) the rules for accumulating and the amounts of contributions to employee capital plans, as referred to in the Act of October 4, 2018, on Employee Capital Plans (consolidated text: Journal of Laws of 2024, item 427)—which are expected to affect the amount of remuneration under the Agreement, the Parties shall make an appropriate amendment thereto.
 4. The Parties shall adjust the amount of remuneration in proportion to the amount by which, as a result of the changes specified in paragraph 3, the cost of the Contractor's performance of the subject of the Agreement changes. In order to demonstrate the impact of the above-mentioned changes on the costs of performing the Agreement, the Contractor shall provide the Awarding Entity with a detailed cost calculation based on the situation prior to the change in question and a detailed cost calculation based on the situation after the change has been implemented, and shall indicate the amount by which the remuneration should be adjusted. The Awarding Entity shall respond to the submitted calculations without delay, in particular by accepting the amount indicated by the Contractor or by raising objections and requesting clarification regarding specific elements of the calculation.
 5. For the avoidance of doubt, the Parties confirm that the Awarding Entity may also request a change in remuneration—in such a case, the Contractor is obligated to submit the detailed calculations specified in this provision immediately upon receipt of the Awarding Entity's request.



6. The change in the amount of remuneration shall take effect as of the date it is implemented by the Parties; however, if a change in the Contractor's costs occurred prior to the amendment of the Agreement, the change in the amount of remuneration shall also take into account the change in the amount of costs incurred after the date of the amendment to the relevant legal provisions and before the date of the amendment to the Agreement.

§ 10

FORCE MAJEURE

1. The Parties shall not be liable for any failure to perform or improper performance of the Agreement caused by force majeure.
2. Force majeure, as defined in the Agreement, refers to external, extraordinary events beyond the control of the Parties that could not have been foreseen prior to the signing of the Agreement, in particular: war, a terrorist attack, a strike, a fire, an explosion, a flood, hurricane, natural disaster, pandemic, epidemic, or a decision by authorized third parties not to finance the procurement contract.
3. The Parties undertake to notify each other of the occurrence of any event that prevents the performance of the Agreement or contributes to its improper performance due to force majeure, no later than within 2 business days from the date of such event.

§ 11

DATA PROTECTION

1. When processing personal data, the Contractor is required to comply with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council (EU) 2016/679 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), (Official Journal of the EU, L 119, May 4, 2016), hereinafter "GDPR," and the Act of May 10, 2018, on the Protection of Personal Data (Journal of Laws of 2019, item 1781).
2. In accordance with the GDPR, with respect to the personal data of natural persons representing the Awarding Entity and the Contractor, as well as natural persons designated by these entities as contact persons and as persons responsible for the performance of the Agreement, and in compliance with the obligation arising from Articles 13 and 14 of the GDPR, the Awarding Entity hereby provides the attached information clause, constituting **Annex No. 3** to the Agreement.
3. The Parties shall have the rights granted under the GDPR (the right to access their data and the right to rectification, erasure, restriction, data portability, objection, and the right to lodge a complaint), unless this would result in non-compliance with applicable laws.
4. Data processed under this Agreement shall be processed solely for the purpose of performing tasks carried out in the public interest (Article 6(1)(e) and (f) of the GDPR) and fulfilling the obligations incumbent upon the Controller (Article 6(1)(c) of the GDPR), including tasks arising from the performance of this Agreement (Article 6(1)(b) of the



GDPR).

5. The Contractor is required to fulfill and document its obligation to inform the data subjects from whom it collects data, in accordance with the principle of accountability referred to in Article 5(2) of the GDPR.
6. The information obligation specified in paragraph 5 applies to subcontractors and sub-subcontractors.
7. In order to fulfil the statutory obligation to make information about the Contract available and to update it in the Central Register of Contracts of Public Finance Sector Entities – maintained by the Minister of Finance and open to the public pursuant to Article 34a of the Act of 27 August 2009 on public finance (Journal of Laws of 2025, item 1483, as amended) – data from the Contract will be processed on the basis of Article 6(1)(c) of the GDPR.
8. If the Awarding Entity entrusts the Contractor with the processing of personal data on its behalf, and in connection with the performance of the Agreement in accordance with Article 28 of the GDPR, a separate data processing agreement shall be concluded between the Parties in accordance with the template constituting **Annex No. 6** to the Agreement, drawn up in writing, specifying in particular the scope of the entrusted data, the purpose and duration of the processing.*

No personal data will be entrusted in connection with the performance of the Agreement.*

**(select the appropriate option)*

**If the Contractor is an entity from outside of the European Economic Area and, as of the date of conclusion of the Agreement, the European Commission has issued a decision referred to in Article 45 of the GDPR, the provisions of this paragraph shall be modified accordingly based on the content of the European Commission's decision with respect to the relevant third country;*

**If the Contractor is an entity from outside of the European Economic Area, and as of the date of conclusion of the Agreement, the European Commission has not issued the decision referred to in Article 45 of the GDPR or the conditions specified in that decision have not been met by the Contractor, the provisions of this paragraph shall be modified accordingly in accordance with Articles 46–49 of the GDPR.*

§ 12

INFORMATION AND PROMOTIONAL OBLIGATIONS

1. The Contractor is required to fulfill its information and promotional obligations, including informing training participants about the European Union's co-financing of the Project.
2. During the term of this Agreement, the Contractor is required to:
 - 1) display the European Funds logo, the flag of the Republic of Poland (full-color version), and the European Union emblem in a prominent manner:
 - a) in training documents and materials or in communications made public,
 - b) on certificates issued to confirm completion of the training, if possible.
3. The logo template is specified in **Appendix 4** to the Agreement.

§ 13



PUBLIC INFORMATION

1. The Contractor declares that it is aware that the content of the Agreement, and in particular the subject of the Agreement and the amount of remuneration, constitute public information within the meaning of Article 1(1) of the Act of September 6, 2001, on Access to Public Information (Journal of Laws of 2022, item 902), which is subject to disclosure in accordance with the procedures set forth in said Act.
2. The Contractor consents to the disclosure, in accordance with the Act referred to in paragraph 1, of personal data concerning the Contractor contained in the Agreement, including the Contractor's first and last name, and, if the Contractor conducts business activity, the business name as well.

§ 14

FINAL PROVISIONS

1. This Agreement shall enter into force on the date of its signing by the last of the Parties.
2. This Agreement has been executed in two identical copies, one copy for the Awarding Entity and one copy for the Contractor. / Pursuant to Article 78¹§ 1 of the Polish Civil Code, this Agreement has been drawn up and signed in electronic form using qualified electronic signatures.*
** This provision applies depending on whether the Agreement was concluded in writing or electronically.*
3. In matters not covered by the Agreement, the provisions of Polish civil law shall apply.
4. Any disputes arising in connection with the performance of the Agreement, unless settled amicably, shall be resolved by the common court having jurisdiction over the Awarding Entity's registered office.
5. The Contractor may not, without the prior written consent of the Awarding Entity—under penalty of nullity—transfer the rights and obligations arising from the Agreement to third parties.
6. Amendments to the Agreement shall be made in writing in the form of an addendum, under penalty of nullity.
7. All section headings in the Agreement are for informational purposes only and do not affect the interpretation of the Agreement's provisions.
8. Whenever the Agreement refers to "written form," this shall also be understood to include the electronic form referred to in Article 78⁽¹⁾ of the Polish Civil Code.
9. The following appendices to the Agreement constitute an integral part thereof:
 - 1) Description of the Subject of the Contract – **Annex No. 1;**
 - 2) Attendance Sheet Template – **Annex No. 2;**
 - 3) Information Clause – **Annex No. 3;**
 - 4) Logo Template – **Appendix No. 4;**
 - 5) Contractor's tender – **Appendix No. 5;**
 - 6) Sample Data Processing Agreement – **Annex No. 6.**



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AWARDING ENTITY

\$First and Last Name

\$Position

/electronically signed document/

CONTRACTOR

/electronically signed document/



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Załącznik nr 2 do Umowy nr/DN/2026/Appendix No. 2 to the Agreement No./DN/2026

Projekt: „Szkolenia kadry Lotniczego Pogotowia Ratunkowego”/Project: ”Training of Lotnicze Pogotowie Ratunkowe’s staff”

**LISTA OBECNOŚCI UCZESTNIKÓW PROJEKTU/PROJECT PARTICIPANT
ATTENDANCE LIST**

Szkolenie pn. „.....”/Training name: ”.....”

Data przeprowadzenia szkolenia/Date when training was administered:

.....

Godzina/Hour:

Lp./No.	Imię i nazwisko Uczestnika/czki/Name and surname of the Participant	Data i podpis/Date and signature
1		
2		
3		
4		
...		

Miejscowość, dnia...../Place, date.....

.....

Podpis Wykonawcy/osoby uprawnionej/Signature of the Contractor/authorized person



Załącznik nr 3 do Umowy nr/DN/2026 Klauzula informacyjna W celu wykonania obowiązku nałożonego art. 13 i 14 RODO¹, w związku z art. 88 ustawy o zasadach realizacji zadań finansowanych ze środków europejskich w perspektywie finansowej 2021-2027², informujemy o zasadach przetwarzania Państwa danych osobowych: I. Administrator Odrębnymi administratorami Państwa danych są: 1. Minister Funduszy i Polityki Regionalnej³ z siedzibą przy ul. Wspólnej 2/4, 00-926 Warszawa, 2. Minister Zdrowia z siedzibą przy ul. Miodowej 15, 00-952 Warszawa, 3. Lotnicze Pogotowie Ratunkowe z siedzibą przy ul. Księżycowej 5, 01-934 Warszawa. 4. II. Cel przetwarzania danych Dane osobowe będą przetwarzane w związku z realizacją projektu FERS⁴, w szczególności w celu monitorowania, sprawozdawczości, komunikacji, publikacji, ewaluacji, zarządzania finansowego, weryfikacji i audytów oraz do celów określania kwalifikowalności uczestników. Podanie danych jest dobrowolne, ale konieczne do realizacji wyżej	Appendix No. 3 to the Agreement no./DN/2026 Information Clause In order to fulfill the obligation imposed by Articles 13 and 14 of the GDPR¹, in connection with Article 88 of the Act on the rules for the implementation of tasks financed from European funds in the financial perspective 2021–2027², we hereby inform you of the rules governing the processing of your personal data: I. Data Controller Separate controllers of your data are: 1. The Minister of Funds and Regional Policy³, with its registered office at ul. Wspólna 2/4, 00-926 Warsaw, 2. The Minister of Health, with its registered office at ul. Miodowa 15, 00-952 Warsaw, 3. Lotnicze Pogotowie Ratunkowe, with its registered office at ul. Księżycowa 5, 01-934 Warsaw. II. Purpose of data processing Personal data will be processed in connection with the implementation of the FERS project⁴, in particular for the purposes of monitoring, reporting, communication, publication, evaluation, financial management, verification, and audits, as well as to determine the eligibility of participants.
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¹ Rozporządzenie Parlamentu Europejskiego i Rady (UE) 2016/679 z 27 kwietnia 2016 r. w sprawie ochrony osób fizycznych w związku z przetwarzaniem danych osobowych i w sprawie swobodnego przepływu takich danych (Dz. Urz. UE. L 119 z 4 maja 2016 r., s.1-88)/ *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 (OJ EU L 119 of May 4, 2016, pp. 1–88).*

² Ustawa z dnia 28 kwietnia 2022 r o zasadach realizacji zadań finansowanych ze środków europejskich w perspektywie finansowej 2021-2027 (Dz.U. 2022 poz. 1079), zwana dalej „ustawą wdrożeniową”/ *Act of April 28, 2022, on the rules for the implementation of tasks financed from European funds in the 2021–2027 financial framework (Journal of Laws 2022, item 1079), hereinafter referred to as the “Implementation Act”.*

³ Tj. minister właściwy ds. rozwoju regionalnego. Minister Funduszy i Polityki Regionalnej kieruje działem administracji rządowej – rozwój regionalny, na podstawie § 1 ust. 2 rozporządzenia Prezesa Rady Ministrów z dnia 18 grudnia 2023 r. w sprawie szczegółowego zakresu działania Ministra Funduszy i Polityki Regionalnej (Dz. U. poz. 2711)/ *I.e., the minister responsible for regional development. The Minister of Funds and Regional Policy heads the government administration department for regional development, pursuant to § 1(2) of the Regulation of the Prime Minister of December 18, 2023, on the detailed scope of activities of the Minister of Funds and Regional Policy (Journal of Laws, item 2711).*

⁴ Program Fundusze Europejskie dla Rozwoju Społecznego 2021-2027 przyjęty decyzją Komisji Europejskiej z dnia 12 grudnia 2022 r./ *The European Funds for Social Development 2021–2027 program was adopted by a decision of the European Commission dated December 12, 2022.*



wymienionego celu. Odmowa ich podania jest równoznaczna z brakiem możliwości podjęcia stosownych działań. III. Podstawa przetwarzania Będziemy przetwarzać Państwa dane osobowe w związku z tym, że zobowiązuje nas do tego prawo (art. 6 ust. 1 lit. c, art. 9 ust. 2 lit. g RODO): - rozporządzenie Parlamentu Europejskiego i Rady (UE) 2021/1060 z 24 czerwca 2021 r. ustanawiającego wspólne przepisy dotyczące Europejskiego Funduszu Rozwoju Regionalnego, Europejskiego Funduszu Społecznego Plus, Funduszu Spójności, Funduszu na rzecz Sprawiedliwej Transformacji i Europejskiego Funduszu Morskiego, Rybackiego i Akwakultury, a także przepisy finansowe na potrzeby tych funduszy oraz na potrzeby Funduszu Azylu, Migracji i Integracji, Funduszu Bezpieczeństwa Wewnętrznego i Instrumentu Wsparcia Finansowego na rzecz Zarządzania Granicami i Polityki Wizowej, - rozporządzenie Parlamentu Europejskiego i Rady (UE) 2021/1057 z dnia 24 czerwca 2021 r. ustanawiające Europejski Fundusz Społeczny Plus (EFS+) oraz uchylające rozporządzenie (UE) nr 1296/2013 (Dz. Urz. UE L 231 z 30.06.2021, str. 21, z późn. zm.), - ustawa z dnia 28 kwietnia 2022 r. o zasadach realizacji zadań finansowanych ze środków europejskich w perspektywie finansowej 2021-2027, w szczególności art. 87-93, - ustawa z 14 czerwca 1960 r. - Kodeks postępowania administracyjnego, - ustawa z 27 sierpnia 2009 r. o finansach publicznych. IV. Sposób pozyskiwania danych Dane pozyskujemy bezpośrednio od osób, których one dotyczą, albo od instytucji i podmiotów zaangażowanych w realizację Programu, w tym w szczególności od wnioskodawców, beneficjentów, partnerów.	Providing data is voluntary but necessary to achieve the aforementioned purpose. Refusal to provide such data will make it impossible to take the necessary actions. III. Legal Basis for Processing We will process your personal data because we are required to do so by law (Article 6(1)(c), Article 9(2)(g) of the GDPR): - Regulation (EU) 2021/1060 of the European Parliament and of the Council of June 24, 2021, laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund, and the European Maritime, Fisheries and Aquaculture, as well as financial provisions for those funds and for the Asylum, Migration and Integration Fund, the Internal Security Fund, and the Financial Support Instrument for Border Management and Visa Policy, - Regulation (EU) 2021/1057 of the European Parliament and of the Council of 24 June 2021 establishing the European Social Fund Plus (ESF+) and repealing Regulation (EU) No 1296/2013 (OJ EU L 231 of June 30, 2021, p. 21, as amended), - the Act of April 28, 2022, on the rules for the implementation of tasks financed from European funds in the 2021–2027 financial framework, in particular Articles 87–93, - the Act of June 14, 1960—Code of Administrative Procedure, - the Act of August 27, 2009, on Public Finance. IV. Method of data collection We collect data directly from the data subjects or from institutions and entities involved in the implementation of the Program, including in particular applicants, beneficiaries, and partners.
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V. Dostęp do danych osobowych Dostęp do Państwa danych osobowych mają pracownicy i współpracownicy każdego z administratorów. Ponadto Państwa dane osobowe mogą być powierzane lub udostępniane: 1. podmiotom, którym zlecieliśmy wykonywanie zadań w FERS, 2. organom Komisji Europejskiej, ministrowi właściwemu do spraw finansów publicznych, prezesowi zakładu ubezpieczeń społecznych, 3. podmiotom, które wykonują dla nas usługi związane z obsługą i rozwojem systemów teleinformatycznych, a także zapewnieniem łączności, np. dostawcom rozwiązań IT i operatorom telekomunikacyjnym. VI. Okres przechowywania danych Dane osobowe są przechowywane przez okres niezbędny do realizacji celów określonych w punkcie II. VII. Prawa osób, których dane dotyczą Przysługują Państwu następujące prawa: 1. prawo dostępu do swoich danych oraz otrzymania ich kopii (art. 15 RODO), 2. prawo do sprostowania swoich danych (art. 16 RODO), 3. prawo do usunięcia swoich danych (art. 17 RODO) - jeśli nie zaistniały okoliczności, o których mowa w art. 17 ust. 3 RODO, 4. prawo do żądania od administratora ograniczenia przetwarzania swoich danych (art. 18 RODO), 5. prawo do przenoszenia swoich danych (art. 20 RODO) - jeśli przetwarzanie odbywa się na podstawie porozumienia: w celu jej zawarcia lub realizacji (w myśl art. 6 ust. 1 lit. b RODO), oraz w sposób zautomatyzowany⁵, 6. prawo wniesienia skargi do organu nadzorczego Prezesa Urzędu Ochrony Danych Osobowych (art. 77 RODO) - w przypadku, gdy osoba uzna, iż przetwarzanie jej danych	V. Access to personal data Access to your personal data is granted to employees and associates of each data controllers. In addition, your personal data may be entrusted to or made available to: 1. entities to which we have outsourced tasks under the FERS, 2. to the bodies of the European Commission, the minister responsible for public finance, the president of the social insurance institution, 3. entities that provide us with services related to the operation and development of ICT systems, as well as ensuring connectivity, e.g., IT solution providers and telecommunications operators. VI. Data retention period Personal data is retained for the period necessary to achieve the purposes specified in Section II. VII. Rights of data subjects You have the following rights: 1. the right to access your data and receive a copy thereof (Article 15 of the GDPR), 2. the right to rectify your data (Article 16 of the GDPR), 3. the right to erasure of your data (Article 17 of the GDPR) – unless the circumstances referred to in Article 17(3) of the GDPR apply, 4. the right to request that the controller restrict the processing of your data (Article 18 of the GDPR), 5. the right to data portability (Article 20 of the GDPR) – provided that the processing is based on a contract: for the purpose of entering into or performing the contract (pursuant to Article 6(1)(b) of the GDPR), and is carried out by automated means⁵, 6. the right to lodge a complaint with the supervisory authority, the President of the Personal Data Protection Office
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⁵ Do automatyzacji procesu przetwarzania danych osobowych wystarczy, że dane te są zapisane na dysku komputera/ *For the processing of personal data to be automated, it is sufficient that such data is stored on a computer's hard drive.*



osobowych narusza przepisy RODO lub inne krajowe przepisy regulujące kwestię ochrony danych osobowych, obowiązujące w Polsce. VIII. Zautomatyzowane podejmowanie decyzji Dane osobowe nie będą podlegały zautomatyzowanemu podejmowaniu decyzji, w tym profilowaniu. IX. Przekazywanie danych do państwa trzeciego Państwa dane osobowe nie będą przekazywane do państwa trzeciego. X. Kontakt z administratorem danych i Inspektorem Ochrony Danych Jeśli mają Państwo pytania dotyczące przetwarzania przez ministra właściwego do spraw rozwoju regionalnego danych osobowych, prosimy kontaktować się z Inspektorem Ochrony Danych (IOD) w następujący sposób: • pocztą tradycyjną (ul. Wspólna 2/4, 00-926 Warszawa), • elektronicznie (adres e-mail: IOD@mfi.pr.gov.pl). Jeśli mają Państwo pytania dotyczące przetwarzania przez Ministra Zdrowia, prosimy kontaktować się z Inspektorem Ochrony Danych (IOD) w następujący sposób: • pocztą tradycyjną (ul. Miodowa 15, 00-952 Warszawa); • za pośrednictwem platformy e-PUAP (adres skrytki): /8tk37sxx6h/SkrytkaESP • elektronicznie (adres e-mail: iod@mz.gov.pl). Jeśli mają Państwo pytania dotyczące przetwarzania przez Lotnicze Pogotowie Ratunkowe, prosimy kontaktować się z Inspektorem Ochrony Danych (IOD) w następujący sposób: • pocztą tradycyjną (ul. Księżycowa 5, 01-934 Warszawa); • elektronicznie (adres e-mail: iod@lpr.com.pl).	(Article 77 of the GDPR) – in the event that the data subject considers that the processing of their personal data violates the provisions of the GDPR or other national regulations governing the protection of personal data in force in Poland. VIII. Automated decision-making Personal data will not be subject to automated decision-making, including profiling. IX. Transfer of data to a third country Your personal data will not be transferred to a third country. X. Contacting the Data Controller and the Data Protection Officer If you have any questions regarding the processing of personal data by the Minister responsible for regional development, please contact the Data Protection Officer (DPO) as follows: • by mail (ul. Wspólna 2/4, 00-926 Warsaw), • by email (email address: IOD@mfi.pr.gov.pl). If you have questions regarding the processing of personal data by the Minister of Health, please contact the Data Protection Officer (DPO) as follows: • by regular mail (ul. Miodowa 15, 00-952 Warsaw); • via the e-PUAP platform (mailbox address): /8tk37sxx6h/SkrytkaESP • by email (email address: iod@mz.gov.pl). If you have any questions regarding data processing by Lotnicze Pogotowie Ratunkowe, please contact the Data Protection Officer (DPO) as follows: • by regular mail (ul. Księżycowa 5, 01-934 Warsaw); • electronically (email address: iod@lpr.com.pl).
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Załącznik 4 do Umowy nr / Appendix No. 4 to the Agreement No. /DN/2026

Wzór znaku graficznego / *Logo template*



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