

ORDINANCE No. 25/2021 of the Rector of the University of Wrocław of 3 March 2021 regarding the schedule for the mid-term evaluation of doctoral students attending the Doctoral School at the University of Wrocław, and the introduction of the model documents required in the mid-term evaluation procedure - standardised version by the Organisational Department - as of 12 April 2024, as amended by:

- 1) Ordinance No. 85/2021 of the Rector of the University of Wrocław of 1 June 2021 amending Ordinance No. 25/2021 of the Rector of the University of Wrocław of 3 March 2021 on the establishment of the schedule for the mid-term evaluation of doctoral students studying at the Doctoral School of the University of Wrocław and the introduction of model documents required in the mid-term evaluation procedure;
- 2) Ordinance No. 62/2022 of the Rector of the University of Wrocław of 28 March 2022 amending Ordinance No. 25/2021 of the Rector of the University of Wrocław of 3 March 2021 on the establishment of the schedule for the mid-term evaluation of doctoral students studying at the Doctoral School of the University of Wrocław and the introduction of model documents required in the mid-term evaluation procedure.
- 3) Ordinance 63/2023 of the Rector of the University of Wrocław of 24 March 2023 amending Ordinance 25/2021 of the Rector of the University of Wrocław of 3 March 2021 on the establishment of the schedule of mid-term evaluation of doctoral candidates studying at the Doctoral School of the University of Wrocław and the introduction of the model documents required in the mid-term evaluation procedure.
- 4) Ordinance 172/2023 of the Rector of the University of Wrocław of 6 July 2023 amending Ordinance 25/2021 of the Rector of the University of Wrocław of 3 March 2021 on the establishment of the schedule of mid-term evaluation of doctoral candidates studying at the Doctoral School of the University of Wrocław and the introduction of the model documents required in the mid-term evaluation procedure.
- 5) Ordinance 70/2024 of the Rector of the University of Wrocław of 12 April 2024 amending Ordinance 25/2021 of the Rector of the University of Wrocław of 3 March 2021 on the establishment of the schedule of mid-term evaluation of doctoral candidates studying at the Doctoral School of the University of Wrocław and the introduction of the model documents required in the mid-term evaluation procedure.

**Regulation No. 25/2021
of the Rector of the University of Wrocław
of 3 March 2021**

**regarding the schedule for the mid-term evaluation of doctoral students
attending the Doctoral School at the University of Wrocław, and the
introduction of the model documents required
in the mid-term evaluation procedure**

Pursuant to sec. 23 (1) and (2) of July 20, 2018 (Journal of Laws 2020, item 85 as amended), it is hereby ordered as follows:

§ 1.1. The implementation of the doctoral student's individual research plan is subject to mid-term evaluation in the middle of the education period, before the end of the fourth semester.

2. The schedule of preparation and conducting of mid-term evaluation at the Doctoral School at the University of Wrocław is established in **Appendix No. 1** to this regulation.

§ 2.1. At the latest 30 days before the scheduled meeting of the Committee, the doctoral student shall submit to the relevant dean's office, or other organizational unit of the faculty responsible for the administrative services of the doctoral college, a report on the implementation of the individual research plan, the template of which is established in **Appendix No. 2** to this regulation, along with the opinion of the supervisor(s) on the progress of a doctoral student in the implementation of an individual research plan, the template of which is established in **Appendix No. 3** to this regulation.

2. The documents referred to in section 1 shall be submitted in the form of a scan attached to the message which shall be sent from the doctoral student's e-mail account, granted as part of university e-mail. Moreover, doctoral student shall submit the printout version of the document immediately to the dean's office, or other organizational unit of the faculty responsible for the administrative services of the doctoral college. The submitted documents shall include the date of receipt, the name of the institution and the signature of the person accepting the documents, after checking that the electronic version and the printout are indistinguishable.

3. The doctoral student's report along with the opinion of the supervisor(s) – in electronic version – shall be immediately forwarded to the Commission.

4. Based on the documents received, the members of the Committee compose an individual preliminary assessment of the doctoral student's achievements, the model document of which is established in **Appendix No. 4** to this regulation.

§ 3.1. Public presentation of the doctoral student's achievements happen in a face-to-face or remote mode. The appropriate dean determines the procedure, depending on the epidemic situation. In the case of using the remote mode, the dean indicates the person(s) responsible for the technical support of the meeting.

2. When the Committee is appointed, the head of the appropriate doctoral college shall immediately notify doctoral students of the initial date of the mid-term evaluation. The head of the appropriate doctoral college informs the doctoral student at least 7 days in advance about the exact date and place, or remote procedure for conducting the assessment.

3. During the presentation, the doctoral student displays the assumptions of the individual research plan and introduces the tasks completed so far, the research's results in particular because they are to be the basis for the doctoral dissertation, and the justification of any delays or discrepancies in implementation in relation to the schedule. The presentation time should not be less than 15 minutes and should not exceed 25 minutes.

4. The doctoral student's presentation should consist of the following elements:

- 1) research topic;

- 2) expected form of the dissertation;
- 3) main assumptions of the work;
- 4) summary of completed tasks in relation to the IPB (individual research plan) schedule;
- 5) the results of the research conducted so far, including the ways of disseminating partial research results;
- 6) indication of planned and unrealized points from IPB, explaining the reasons for the discrepancies;
- 7) discussion of possible modifications made to the planned research prior to the mid-term evaluation (especially if included in the form of an appendix);
- 8) brief presentation of the plan of further actions.

The printout of the presentation provided by the doctoral student is attached to the mid-term evaluation documentation.

5. After the doctoral student's speech is finished, the Committee conducts a discussion with the doctoral student on the research and realization of the IPB schedule; it is possible for the audience to ask questions (discussion time should not exceed 20 minutes).

6. In justified cases, the doctoral student or the supervisor may apply to the relevant discipline council for permission to conduct the mid-term evaluation, with the exception of the publicity of the part of the Committee meeting where the results of the research work are presented. The application together with the justification should be submitted no later than 30 days before the scheduled date of the Committee meeting through the competent head of the college (if the applicant is a doctoral student, the supervisor's opinion is attached to the application).

§ 4.1. During a closed session, the Committee gives a positive or negative assessment in writing, together with a justification. All members of the Committee shall sign the assessment and its justification. The template is in **Appendix No. 5** to this regulation.

2. The Chairman of the Committee shall draw up a report on the mid-term evaluation, the model document of which is set out in **Appendix No. 6** to this regulation.

3. All documentation relating to the mid-term evaluation shall be forwarded by the Chairman of the Commission to the head of the relevant college. The head of the college immediately makes the result of the assessment available to the doctoral student and the supervisor or supervisors.

§ 5. The regulation is effective as of the day it is signed.

R E C T O R
from the power of attorney
dr hab. Patrycja Matusz, prof.
UWr Vice-rector for projects and
international relation

SCHEDULE

n.o	Scope of activities	Deadline for performance	Contractor
1	Request to the Dean for the appointment of a Commission	-----	head of the doctoral college
2	Opinion of the Scientific Discipline Board	immediately after transmission of the request by the Dean	the competent council for the scientific discipline
3	Appointment of the Commission with indication of its chairperson	at least 2 months before the scheduled date of the mid-term evaluation	the dean responsible for the doctoral college concerned
4	Notification of provisional date to doctoral students mid-term evaluation	as soon as the Commission has been appointed	head of the doctoral college
5	Submission to the dean's office or other organisational unit of the relevant faculty dealing with administrative support for the doctoral college reports on the implementation of the IPB, together with the opinion of the supervisor(s)	at the latest 30 days before the scheduled Commission meeting	doctoral students
6	Transmission of reports on IPB implementation to the Commission	as soon as the Commission has been appointed	administrative support for the doctoral college
7	Informing doctoral students of the exact date, procedure and place of the mid-term evaluation	at least 7 days before the date of the Commission meeting	head of the doctoral college
8	Meeting of the Commission	scheduled to take place between 01.09 - 30.09	commission doctoral students
9	Transmission of the documents by the Commission to the head of the doctoral college	immediately after the assessment	commission
10	Informing doctoral students and supervisors of the outcome of the mid-term evaluation	immediately upon receipt of the documentation from the Commission	head of the doctoral college
Appeal procedure			
11	Right to appeal against a negative evaluation to the head of the doctoral college	within 14 days from the date the results of the evaluation are available	doctoral student or supervisor
12	Forward an appeal against a negative assessment to the competent board of the scientific discipline	immediately upon receipt of the appeal	head of the doctoral college
13	Meeting of the Board of Scientific Discipline	immediately after the transmission of the appeal	the relevant disciplinary board
14	Reappointment of the Commission and management of the Commission meeting	immediately after the annulment of the negative decision	the relevant dean for the doctoral college concerned
15	Commission meeting	by a date set by the dean	commission in the new composition

REPORT ON THE IMPLEMENTATION OF THE RESEARCH INDIVIDUAL PLAN (IPB)

(should be completed using computer and submitted in electronic form and in the form of a printout at the dean's office of the relevant faculty or in another organizational unit of the relevant faculty dealing with administrative services for the doctoral college no later than 30 days before the scheduled date of the mid-term evaluation)

PhD student data and information about supervisors	
First name(s) and surname	
Index number	
ORCID identifier	
Scientific discipline	
Name of the doctoral college	
An organizational unit of the University of Wrocław where the research is conducted	
Supervisor's name and surname, academic degree/title, organizational unit in which the supervisor is employed	
Name and surname of the auxiliary supervisor, academic degree/title, organizational unit in which he is employed (if appointed)	
Start year of the education at the School Doctor	
Information about the planned hearing	
Research topic	
Justification for choosing the topic	
Research questions, theses or hypotheses of a dissertation	

Information on the implementation of the IPB schedule	
Completed research tasks, obtained results, form of development and dissemination of results ¹ , connection with the work on the doctoral dissertation; comments on necessary corrections; explanation of any discrepancies in implementation compared to the schedule	
1st year of education (academic year...../...)	
1.	
2.	
3.	
.....	
2nd year of education (academic year...../...)	
1.	
2.	
3.	
.....	

Research tasks planned in the IPB schedule to be performed after the mid-term evaluation completed earlier (with justification)	
Research task; description of the results; reasons for changes in the schedule	
The most important effects of changes for further research	
Research tasks planned in the IPB schedule to be performed before the mid-term evaluation not implemented (with justification)	
Research task; reasons for not accomplishing the task	

Information on disseminated partial research results	
Scientific articles/other publications ²	
Presentations at scientific conferences (papers, posters)	
Others	
Other actions related to scientific work	
Preparation and submission of a grant application (NCN, other)	
Participation in the scientific life of the unit in which the research is carried out	
Other (including awareness-raising activities)	

Information about the course of education³		
apprenticeship		
name of the subject	number of hours performed	academic year
Classes carried out within the appropriate doctoral college⁴		
name of the subject	number of hours	academic year
Classes carried out as part of general university classes⁴		
name of the subject	number of hours	academic year
Others		
Date and signature of the doctoral student		

¹ Detailed information should be provided under the heading *Information on disseminated partial research results*

² Please indicate publications that have been (a) published, (b) accepted for publication, (c) submitted for publication and awaiting reviews separately

³ This information confirms the implementation of the education program, but does not affect the result of the mid-term evaluation

⁴ Please, list the planned activities for the fourth semester as ongoing activities

Appendix No. 3
To the regulation
No. 25/2021z of 3 March 2021

SUPERVISOR'S OPINION
**THE PHD STUDENT'S PROGRESS IN IMPLEMENTING THE INDIVIDUAL
RESEARCH PLAN (IPB)**

....., on,
(location) (date)

.....
(name and surname of the supervisor/auxiliary supervisor, degree/academic title)

.....
(organizational unit)

APPLIES TO THE DOCTORAL STUDENT

.....
(name and surname of the doctoral student)

.....
(name of the doctoral college / scientific discipline)

OPINION ON THE IMPLEMENTATION OF IPB
(After reading the doctoral student's report on the implementation of IPB)

*the opinion should take into account the following elements:
punctual implementation of IPB;
compliance of the implemented activities with the IPB;
the stage of advancement of the work that will be the basis for the
doctoral dissertation;
negotiations for further implementation of the IPB;
cooperation of the doctoral student with the supervisor (including communication).*

.....
.....

.....
legible signature of the supervisor

INDIVIDUAL ASSESSMENT OF THE IMPLEMENTATION OF THE RESEARCH PLAN

Based on the doctoral student's report on the implementation of IPB and the supervisor's / supervisors' opinion on the doctoral student's progress in the implementation of IPB

.....
Name(s) and surname of the person assessing the results of the doctoral student's research

.....
Name(s) and surname of the doctoral student

.....
Index number

.....
Name of the doctoral college

No.	Graded element	Pass / fail assessment	Justification
IMPLEMENTATION OF IPB			
1.	punctuality		
2.	justification for the discrepancy of works in relation to the schedule		
3.	the manner of disseminating partial research results		
4.	other actions related to scientific work		
5.	cooperation of the doctoral student with the supervisor (including communication)		

.....
date and signature of the evaluator
(member of the Committee)

MID-TERM ASSESSMENT OF A DOCTORAL STUDENT AT THE DOCTORAL SCHOOL OF THE UNIVERSITY OF WROCŁAW

.....
Name(s) and surname of the doctoral student

.....
Index number

.....
name of the doctoral college

Committee composed of:

Head of the Commission:.....

degree / academic title / name and surname

Member:

degree / academic title / name and surname

Member:

degree / academic title / name and surname

gave the student (name and surname).....: positive/negative* mid-term grade

Justification of the assessment

.....
.....
.....
.....
.....
.....

Indication of desired changes in IPB

.....
.....
.....
.....
.....
.....

Signed:

Head of the commission

.....
date and signature

Committee members:

1.
2.

* delete inappropriate

MINUTES OF MEETING OF THE COMMISSION FOR THE MID-TERM EVALUATION AT THE DOCTORAL SCHOOL OF THE UNIVERSITY OF WROCŁAW

.....
First name(s) and surname of doctoral student

.....
album no.

.....
name of the doctoral college

Mr./Ms. have participated on in the mid-term evaluation at the Doctoral School of the University of Wrocław
in the scientific discipline:
name of the discipline

Remote/online mode*

before a mid-term evaluation committee composed of:

**President
of the Commission:**

.....
degree/title/name and surname/place of employment/unit

Member:

.....
degree/title/name and surname/place of employment/unit

Member:

.....
degree/title/name and surname/place of employment/unit

The doctoral student presented the completed elements of the Individual Research Plan.
In the discussion that followed the presentation, the following questions were put to the doctoral student (doctoral student):

1.

The answer was accepted/not accepted* by the questioner.

2.

The answer was accepted/not accepted* by the questioner.

3.

The answer was accepted/not accepted* by the questioner.

In the closed part of the meeting, referring to the preliminary individual assessments and the data presented by the doctoral student in the presentation and the subsequent discussion, the committee gave a mid-term grade by vote:
positive/negative*

Justification of the assessment

Identification of desired changes to the IPB

Signed:

President of the Commission.....

*delete as appropriate

pieczętka jednostki organizacyjnej

Nr umowy

STANOWISKA KOSZTOWE

projekty i budżety	<input type="checkbox"/>
nr zadania	<input type="checkbox"/>
grupa kosztowa	<input type="checkbox"/>
źródło finansowania	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
MPK (jedn. org. wg SJO)	<input type="checkbox"/>
konto księgowie	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

UMOWA ZLECENIA	CONTRACT OF MANDATE
<p>zawarta w dniu roku we Wrocławiu, pomiędzy Uniwersytetem Wrocławskim - z siedzibą pl. Uniwersytecki 1, 50-137 Wrocław, reprezentowanym przez Prorektora ds. badań naukowych - Pana(ią)</p> <p>..... działającego(cą) na podstawie pełnomocnictwa Rektora Uniwersytetu Wrocławskiego</p> <p>zwanym dalej Zamawiającym</p>	<p>concluded on in Wrocław, between the University of Wrocław - with headquarters at pl. University 1, 50-137 Wrocław, represented by the Vice-Rector for Research - Mr/Mrs</p> <p>..... acting under the power of attorney of the Rector of the University of Wrocław</p> <p>hereinafter referred to as the Ordering Party</p>
<p>a Panem/Panią Nazwisko</p> <p>Imiona 1. 2.</p> <p>Miejsce urodzenia data (dzień, miesiąc, rok)</p> <p>Nr PESEL Nr dowodu/ paszportu</p> <p>Miejsce zamieszkania Ulica Nr domu Nr mieszkania</p> <p>Kod pocztowy.....- Poczta Miejscowość</p> <p>Gmina</p>	<p>and Mr/Mrs Last Name</p> <p>Names 1. 2.</p> <p>Place of birth date (day month, year)</p> <p>PESEL number ID / Passport number.....</p> <p>Residential address Street Building Suite</p> <p>Postal code.....-..... Post office Town/City/Village.....</p> <p>Municipality County</p>

<p>Powiat Państwo (nazwa i adres urzędu skarbowego) (miejsce pracy/nr emerytury lub renty, adres ZUS) zwany dalej Wykonawcą</p>	<p>..... Country (name and address of the tax office) (place of work / pension or invalidity allowance number, address of the Social Insurance Institution) hereinafter referred to as the Contractor</p>
<p>§ 1</p> <p>1. Zamawiający powierza, a Wykonawca zobowiązuje się do osobistego udziału w pracach Komisji ds. oceny śródkresowej oraz dokonania oceny w ramach oceny śródkresowej następujących doktorantów Szkoły Doktorskiej Uniwersytetu Wrocławskiego: w dyscyplinie naukowej:.....</p> <p>2. Strony ustalają termin zakończenia prac Komisji oraz dokonania oceny do dnia </p>	<p>§ 1</p> <p>1.The Ordering Party commissions, and the Contractor undertakes to personally participate in the works of the Mid-term Evaluation Committee and to perform an evaluation as part of the mid-term evaluation of the following doctoral students of the University of Wrocław Doctoral School: in a scientific discipline:.....</p> <p>2. The parties shall set the deadline for completing the work of the Committee and for the evaluation by</p>
<p>§ 2</p> <p>Zamawiający zobowiązuje się zapłacić Wykonawcy wynagrodzenie za udział w pracach Komisji i dokonanie oceny doktorantów wskazanych w § 1 ust. 1 w wysokości brutto zł (słownie: złotych).</p>	<p>§ 2</p> <p>The Ordering Party undertakes to provide the Contractor with a remuneration for participation in the work of the Committee and for the evaluation of doctoral students indicated in § 1 sec. 1 in the gross amount of PLN (in words:). </p>
<p>§ 3</p> <p>Wypłata wynagrodzenia realizowana będzie po wykonaniu i odbiorze oceny śródkresowej, za pokwitowaniem zawierającym datę jej/ich otrzymania przez Zamawiającego, na podstawie rachunku w formie przelewu na konto bankowe wskazane przez Wykonawcę, a w przypadku jego braku przekazem pocztowym na jego koszt.</p>	<p>§ 3</p> <p>The remuneration shall be paid after the completion and receipt of the mid-term evaluation, against receipt containing the date of its receipt by the Employer, on the basis of an invoice in the form of a bank transfer to the bank account indicated by the Contractor, and in the absence of such a transfer, at his / her expense.</p>

§ 4	§ 4
Realizacja wypłaty wynagrodzenia nastąpi nie później niż w terminie 14 dni od dnia przyjęcia rachunku.	The remuneration shall be paid no later than within 14 days of the receipt of the invoice.
§ 5	§ 5
<p>1. Wykonawca zapłaci Zamawiającemu karę umowną:</p> <ul style="list-style-type: none"> 1) za odstąpienie od umowy przez Wykonawcę lub jej rozwiązanie z przyczyn, za które ponosi odpowiedzialność Wykonawca oraz odstąpienie lub rozwiązanie przez Wykonawcę z przyczyn, za które Zamawiający nie odpowiada, w wysokości 10% wynagrodzenia umownego brutto określonego w § 2 umowy; 2) za opóźnienie w dokonaniu oceny przez Komisję ds. oceny śródkresowej z przyczyn leżących po stronie Wykonawcy, liczone od terminu końcowego przewidzianego w § 1 ust. 2 do daty odbioru końcowego - w wysokości 0,3% umownego wynagrodzenia brutto określonego w § 2 za każdy dzień opóźnienia, a jeżeli opóźnienie Wykonawcy spowoduje odstąpienie Zamawiającego od umowy lub jej rozwiązanie - w wysokości 10% umownego wynagrodzenia brutto określonego w § 2. <p>2. Strony uzgadniają, że w razie naliczenia przez Zamawiającego kar umownych, Zamawiający potrąci z wynagrodzenia kwotę stanowiącą równowartość tych kar, i tak pomniejszone wynagrodzenie wypłaci Wykonawcy.</p> <p>3. Zamawiający może dochodzić odszkodowania przekraczającego wysokość zastrzeżonych kar umownych.</p>	<p>1. The Contractor shall pay the Ordering Party a contractual penalty:</p> <ul style="list-style-type: none"> 1) for withdrawal from the contract by the Contractor or its termination for reasons attributable to the Contractor and in the case of the Contractor's withdrawal from the Contract or its termination for reasons not attributable to the Ordering Party, in the amount of 10% of the gross contractual remuneration specified in § 2 of the Contract; 2) for the delay in the evaluation by the mid-term evaluation committee for reasons attributable to the Contractor, counted from the final date provided for in § 1 section 2 until the final acceptance date - in the amount of 0.3% of the contractual gross remuneration specified in § 2 for each day of delay, and if the Contractor's delay results in the Ordering Party's withdrawal from the contract or its termination - in the amount of 10% of the gross contractual remuneration specified in § 2. <p>2. The Parties agree that in the events of the Ordering Party charging contractual penalties, the Ordering Party shall deduct from the remuneration an amount equal to these penalties, and the Contractor shall pay the reduced remuneration.</p> <p>3. The Ordering Party may claim damages exceeding the amount of the stipulated contractual penalties.</p>
§ 6	§ 6
Zamawiający dodatkowo zobowiązuje się pokryć Wykonawcy koszty podróży i noclegów związane z czynnościami przeprowadzanymi podczas dokonywania oceny śródkresowej, których dotyczy niniejsza Umowa, według ich faktycznej wysokości ustalonej zgodnie z obowiązującymi przepisami dotyczącymi należności przysługujących pracownikowi zatrudnionemu w państwie lub samorządowej jednostce sfery budżetowej z tytułu podróży służbowej.	The Ordering Party additionally undertakes to cover the Contractor's travel and accommodation costs related to the activities carried out during the mid-term evaluation, which are the subject of this Contract, according to their actual amount determined in accordance with the applicable regulations on receivables due to an employee employed in a state or local government budgetary unit for a business trip.

§ 7	§ 7
<p>1. Zamawiający jest administratorem danych osobowych Wykonawcy podanych w niniejszej Umowie. Zamawiający wyznaczył Inspektora Ochrony Danych, z którym można się kontaktować pod adresem e-mail: iod@uwr.edu.pl.</p> <p>2. Podane w niniejszej Umowie dane osobowe Wykonawcy będą przetwarzane w celu wykonania przedmiotu Umowy oraz w celach archiwalnych i statystycznych, a ich podanie jest dobrowolne, jednakże niepodanie tych danych uniemożliwi zawarcie i wykonanie Umowy. Podstawą prawną przetwarzania danych osobowych jest artykuł 6 ust. 1 lit. a Rozporządzenia Parlamentu Europejskiego i Rady (UE) 2016/679 z dnia 27 kwietnia 2016 roku (Ogólne Rozporządzenie o Ochronie Danych osobowych – RODO).</p> <p>3. Zamawiający nie udostępnia danych osobowych Wykonawcy żadnym odbiorcom, z wyjątkiem przypadków, gdy obowiązek taki wynika z przepisów prawa powszechnie obowiązującego. Zamawiający może powierzyć przetwarzanie danych osobowych Wykonawcy osobie trzeciej w drodze umowy zawartej na piśmie.</p> <p>4. Dane osobowe Wykonawcy będą przechowywane w okresie realizacji niniejszej Umowy oraz w okresie archiwizacji dokumentacji związanej z przedmiotowym postępowaniem, wynikającym z powszechnie obowiązujących przepisów prawa lub wewnętrznych regulacji Zamawiającego.</p> <p>5. Wykonawcy przysługuje prawo dostępu do danych osobowych, ich sprostowania, usunięcia lub ograniczenia przetwarzania, prawo wniesienia sprzeciwu, przenoszenia danych, cofnięcia zgody na przetwarzanie danych osobowych w dowolnym momencie (bez wpływu na zgodność z prawem przetwarzania, którego dokonano na podstawie zgody przed jej cofnięciem) oraz prawo do wniesienia skargi do Prezesa Urzędu Ochrony Danych Osobowych.</p> <p>6. Zamawiający nie stosuje zautomatyzowanego przetwarzania danych osobowych, w tym „profilowania” danych osobowych w rozumieniu RODO.</p> <p>7. Wykonawca oświadcza, że zapoznał się z treścią zapisów ust. 1 – 6 i wyraża zgodę na przetwarzanie danych osobowych przez Zamawiającego, w tym na powierzenie tych danych osobom trzecim, w celu realizacji niniejszej Umowy oraz w</p>	<p>1. The Ordering Party is the administrator of the Contractor's personal data provided in this Contract. The Ordering Party has appointed a Data Protection Officer, who can be contacted at the following e-mail address: iod@uwr.edu.pl.</p> <p>2. The Contractor's personal data provided in this Contract will be processed in order to perform the subject of the Contract and for archival and statistical purposes, and their provision is voluntary, however, failure to provide this data will prevent the conclusion and performance of the Contract. The legal basis for the processing of personal data is Article 6 para. 1 lit. a Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation - GDPR).</p> <p>3. The Ordering Party shall not disclose the Contractor's personal data to any recipients, except in cases where such an obligation results from the provisions of generally applicable law. The Ordering Party may entrust the processing of the Contractor's personal data to a third party by way of a written contract.</p> <p>4. The Contractor's personal data shall be stored during the implementation of this Contract and during the archiving of documentation related to the proceedings in question, resulting from generally applicable laws or internal regulations of the Ordering Party.</p> <p>5. The Contractor has the right to access personal data, rectify it, delete or limit processing, the right to object, transfer data, withdraw consent to the processing of personal data at any time (without affecting the lawfulness of processing based on consent before its withdrawal) and the right to lodge a complaint with the President of the Personal Data Protection Office.</p> <p>6. The Ordering Party does not use automated processing of personal data, including "profiling" of personal data within the meaning of the GDPR.</p> <p>7. The Contractor declares that he is familiar with the content of the provisions of paragraph 1 - 6 and agrees to the processing of personal data by the Ordering Party, including entrusting this data to third parties, for the purpose of implementing this Contract and for archival and statistical purposes.</p>

<p>celach archiwalnych i statystycznych.</p> <p>§ 8</p> <p>1. Zamawiający jest administratorem danych osobowych osoby/osób, o której(ych) mowa w § 1. Zamawiający powierza Wykonawcy przetwarzanie danych osobowych osoby/osób, o której(ych) mowa w § 1, w celu realizacji niniejszej Umowy oraz dokonania oceny w ramach oceny śródokresowej, przez okres niezbędny do realizacji Umowy, a następnie archiwizacji, na zasadach określonych w niniejszej Umowie oraz we właściwych przepisach regulujących przetwarzanie danych osobowych, w szczególności w RODO.</p> <p>2. Wykonawca zobowiązuje się:</p> <ul style="list-style-type: none"> 1) do podjęcia wszelkich środków wymaganych na mocy art. 32 RODO; 2) nie powierzania danych osobowych, o których mowa w § 1, osobie trzeciej bez pisemnej zgody Zamawiającego, chyba, że obowiązek lub prawo do ich ujawnienia wynika z przepisów powszechnie obowiązujących, lub jest konieczne w związku z przeprowadzaną oceną śródokresową; 3) do współdziałania z Zamawiającym w wywiązaniu się z obowiązków określonych w art. 32–36 RODO; 4) do pomocy Zamawiającemu w wywiązaniu się z obowiązków odpowiadania na żądanie osoby, o której mowa w § 1, w zakresie wykonywania jej praw, określonych w Rozdziale III RODO; 5) najpóźniej w dniu rozwiązania umowy Wykonawca ma obowiązek zwrócić Zamawiającemu wszelkie nośniki zawierające dane osobowe, o których mowa w § 1, oraz usunąć wszelkie istniejące kopie danych osobowych, chyba że obowiązujące przepisy wymagają od niego dalszego przechowywania części lub całości danych osobowych; 6) do udostępnienia Zamawiającemu wszelkich informacji niezbędnych do wykazania spełnienia obowiązków określonych w niniejszym paragrafie oraz umożliwienia Zamawiającemu lub audytorowi upoważnionemu przez Zamawiającego przeprowadzanie audytów, w tym inspekcji i przyczyniania się do nich. 	<p>§ 8</p> <p>1. The Ordering Party is the administrator of the personal data of the person / persons referred to in § 1. The Ordering Party entrusts the Contractor with the processing of personal data of the person / persons referred to in § 1, in order to implement this Contract and make an as part of the mid-term evaluation, for the period necessary to perform the Contract, and then archiving, on the terms set out in this Contract and in the relevant provisions regulating the processing of personal data, in particular in the GDPR.</p> <p>2. The Contractor undertakes:</p> <ul style="list-style-type: none"> 1) to take all measures required under Art. 32 GDPR 2) not to entrust the personal data referred to in § 1 to a third party without the written consent of the Ordering Party, unless the obligation or the right to disclose them results from generally applicable provisions or is necessary in connection with the mid-term evaluation; 3) to cooperate with the Ordering Party in fulfilling the obligations set out in Art. 32–36 GDPR; 4) to assist the Ordering Party in fulfilling the obligations to respond to the request of the person referred to in § 1, in the scope of exercising its rights, specified in Chapter III of the GDPR; 5) no later than on the date of termination of the Contract, the Contractor is obliged to return to the Ordering Party any media containing personal data referred to in § 1, and remove any existing copies of personal data, unless applicable regulations require him to continue to store some or all of his personal data; 6) to provide the Ordering Party with any information necessary to demonstrate compliance with the obligations set out in this paragraph and to enable the Ordering Party or an auditor authorized by the Ordering Party to conduct audits, including inspections and contribute to them.
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<p style="text-align: center;">§ 9</p> <p>1. Wszelkie zmiany i uzupełnienia treści niniejszej umowy, jej rozwiązanie lub odstąpienie, wymagają formy pisemnej albo dokumentowej pod rygorem nieważności.</p> <p>2. Sprawy nieuregulowane niniejszą umową będą rozstrzygane na podstawie przepisów:</p> <ul style="list-style-type: none"> - ustawy z dnia 23 kwietnia 1964 r. Kodeks cywilny (tekst jednolity: Dz.U. z 2020 r., poz. 1740 z późn. zm.); - ustawy z dnia 20 lipca 2018 r. Prawo o szkolnictwie wyższym i nauce (tekst jednolity: Dz. U. z 2021 r. poz. 478, z późn. zm.). <p>3. Wszelkie spory mogące wyniknąć na tle realizacji postanowień niniejszej umowy, strony deklarują się rozwiązywać w drodze negocjacji. W przypadku braku porozumienia spory rozstrzygać będzie sąd właściwy miejscowo dla siedziby Zamawiającego.</p>	<p style="text-align: center;">§ 9</p> <p>1. Any changes and additions to the content of this Contract, its termination or withdrawal shall be made in writing or in a document, otherwise null and void.</p> <p>2. Matters not covered by this Contract shall be settled on the basis of the provisions of: - the Act of April 23, 1964, the Civil Code (uniform text: Journal of Laws of 2020, item 1740, as amended);</p> <ul style="list-style-type: none"> - the Act of July 20, 2018, Law on Higher Education and Science (uniform text: Journal of Laws of 2021, item 478, as amended) <p>3. Any disputes that may arise in connection with the implementation of the provisions of this Contract, the parties declare to resolve by negotiation. In the event of disagreement, the dispute shall be settled by the court competent for the seat of the Ordering Party.</p>
<p style="text-align: center;">§ 10</p> <p>Umowa niniejsza została sporządzona w trzech jednobrzmiących egzemplarzach, w tym dwa egzemplarze (jeden egzemplarz ze wzorem rachunku) dla Zamawiającego i jeden dla Wykonawcy.</p>	<p style="text-align: center;">§ 10</p> <p>The Contract has been drawn up in three identical copies (two copies for the Ordering Party, one copy for the Contractor).</p>
<p>Wykonawca / Contractor</p>	<p>Zamawiający / Ordering Party</p>