

A model of a defined work contract concluded with a natural person not conducting an economic activity

.....
(Stamp of the UW organisational unit)

Source of financing
(PSP Component) (Contract number)

CONTRACT FOR DEFINED WORK

No......
(successive contract No./ UW organisational unit code/year)

entered into on....., in Warsaw between¹/concluded between²:

The **University of Warsaw**, with its registered office in Warsaw, 26/28 Krakowskie Przedmieście, 00-927 Warsaw, NIP (Tax ID No.) 525-001 -12-66, REGON (Statistical ID No.) 000001258, represented by

.....
(name and surname) (position)

acting under power of attorney No. granted by the Rector of the University of Warsaw, hereinafter referred to as the **“Contractor”**

and

.....
(name and surname)

PESEL (Citizen ID No.)/ Passport No. ³.....,
residence address:
e-mail address:
hereinafter referred to as the **“Provider”**,

- hereinafter individually referred to as the **“Party”**, and jointly as the **“Parties”**,

agree as follows:

¹For contracts concluded in a written or hybrid mode (declarations of intent expressed in a written and electronic form). Delete if not applicable.

²For contracts concluded in an electronic form. Delete if not applicable.

³Passport No. in the case of a non-resident of Poland.

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§ 1. Subject matter of the Contract

1. Under this contract, hereinafter referred to as the “Contract”, the Contractor orders, whereas the Provider undertakes to perform personally the following specific work:
.....
.....
hereinafter referred to as the “**Work**”.
2. Detailed requirements to be complied with by the Work are set out in the Scope of Work, attached as Appendix No. 1 to the Contract.

§ 2. Scope of performance of the Work

1. The Provider represents that possess the knowledge, qualifications and experience necessary for the proper performance of the subject matter of the Work.
2. The Provider represents that he/she is not a party to any legal relationship that would limit or prevent the Provider from the proper performance of the Work, in particular that the performance of the contract by the Provider does not require the prior consent of any third party.
3. The Provider must provide, at the Contractor’s request, information on the progress of the Work performance and enable the Contractor to monitor the correct performance of the Work.
4. If the Provider performs the Works in a defective manner or in a manner that is contrary to the terms of the Contract, the Contractor may demand that the Provider change the manner of performance, and may set a relevant date for the achievement of this purpose. After the unsuccessful expiry of the set time limit, the Contractor may terminate this Contract or assign continued performance of the Work to a third person at the Provider’s own expense and at their risk, without the authorization of the court, to which the Provider agrees.

§ 3. Date and place of the Work delivery

1. The Work will be performed in the period between..... and.....
(day, month, year) (day, month, year)
2. The Provider must complete and deliver the Work, free from any defects, to the Contractor (mark as appropriate):
 in full on (insert date)
 in stages within the following deadlines (specify what will be performed in each stage and the performance schedule):
Stage 1:
Stage 2:
.....
3. The Work will be delivered

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(place and manner of delivering the Work)

§ 4. Approval of the Work

1. The person authorized to inspect and approve the Work on behalf of the Contractor will be
(name and surname, position)
or any other person authorized by the Contractor in writing.⁴
2. Within (specify the number of days) days, commencing on the date of delivery of the Work by the Provider, the Contractor shall:
 - 1) accept the Work without any reservations, or
 - 2) refuse to accept the defective Work, indicating to the Provider the defects noticed, and this shall be followed by drafting by the Parties an acceptance protocol in accordance with the model set out in Appendix No. 9 to Ordinance No. 82 of the Rector of the University of Warsaw of 1 August 2019 on civil law contracts (UW Monitor, item 226, as amended).
3. By refusing to accept a defective Work, the Contractor reserves the right to:
 - 1) Demand that the defect be remedied and that the corrected Work be delivered to the Contractor within not more than (specify the number of days) days after the date of completing the Work Acceptance Certificate,
 - 2) Terminate the contract if it is determined at the Contractor's discretion that the Provider will not be able to complete and deliver the corrected Work within the deadline set out in § 3, section 1 of the Contract.
4. The provision of sections 1 to 3 shall apply respectively to the acceptance of the Work performed in stages and to the subsequent acceptance of the corrected Work by the Contractor, in accordance with the provisions of section 3.

§ 5. Delay

1. If the Provider fails to commence or complete the Work with the result that it appears unlikely that the Provider will be able to complete the Work within the deadline set out in § 3, section 1, the Contractor may terminate the contract before the expiry of the deadline for completion, with no obligation to provide the Provider with an extension of this deadline.
2. For each day of delay in the delivery of the Work, or in the removal of its defects, the Provider undertakes to pay to the Contractor a contractual penalty amounting to % of the remuneration referred to in § 6, section 1. The total amount of contractual penalties payable to the Contractor shall not exceed the amount of PLN
3. Notwithstanding the obligation to pay the contractual penalty, the Contractor may define an additional period of (specify the number of days) days for the Provider to deliver the

⁴The authorization must be given in writing or electronically by a person authorized to represent the Contractor and to authorize the acceptance of the subject matter of the contract.

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Work, or to rectify its defects at the risk of withdrawal from the Contract, and upon its ineffective expiry may withdraw from the Contract.

4. The Contractor shall be entitled to claim damages in excess of the stipulated contractual penalty.
5. The Provider agrees to the deduction of the contractual penalties from the remuneration due to it, without separate request. In the event that damages for non-performance or defective performance are not deducted from the payment due under this Contract, they will be demanded pursuant to a request for payment.

§ 6. Remuneration

1. For proper performance of the Contract, the Provider shall be entitled to a lump sum remuneration in the total amount of PLN (in words:) gross;
2. The Parties unanimously declare that the amount of remuneration referred to in section 1 shall constitute the entire obligation of the Contractor towards the Provider in connection with the performance of the subject of the Contract.
3. The Provider undertakes to issue and deliver to the Contractor a bill within 30 days following the date of acceptance of the Work by the Contractor. The Bill referred to in the preceding sentence shall be drawn up in accordance with the model set out in Attachment No. **10/11** (delete as appropriate)⁵ to Ordinance No. 82 of the Rector of the University of Warsaw of 1 August 2019 on civil law contracts.
4. The payment of the remuneration will be made by bank transfer to the Provider's bank account No.:, or to any other Provider's bank account indicated to the Contractor by the Provider in the form of a separate written statement, with the proviso that if the Provider has concluded more than one civil law contract with the Contractor, then payments shall be made to a single bank account most recently designated by the Provider. The payment will be made within 30 days from the date of delivery of a correctly issued bill to the Contractor.
5. If the Work is received in stages, the Provider has the right to the remuneration for the proper performance of the contract for each stage of the Work completed, following its acceptance and amounting to:
 - 1) I instalment (in words: PLN.....) gross.
 - 2) II instalment (in words: PLN.....) gross.
 - 3)The provisions of sections 3 to 4 shall apply respectively.

⁵Indicate Attachment No. 10 if the contract is concluded with a resident of Poland, or Attachment No. 11 when the contract is concluded with a person who is not a resident of Poland.

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6. The date of payment of the remuneration shall be the date on which the bank account of the Contractor is debited with the amount of the payment.
7. The Provider shall not, without the written consent of the Contractor, transfer to third parties the claims arising from the contract or to set off their own claims against that of the Contractor. Any set-off or transfer of receivables made without the prior consent of the Contractor shall be ineffective for the Contractor.

§ 7. Provider's Representation

The Provider represents that he/she:

- 1) is an employee of the University of Warsaw engaged under a contract of employment or appointment **yes** **no;**
- 2) is employed outside the University of Warsaw under a contract of employment **yes** **no;**
- 3) is retired or in receipt of disability allowance **yes** **no.**

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§ 8. Processing of personal data

1. The Parties declare that they are aware of the legal provisions concerning the protection of personal data, including in particular the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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 of 04.05.2016, p. 1, as amended), hereinafter referred to as “**GDPR**”, and the Act of 10 May 2018 on the protection of personal data.
2. The University of Warsaw, as a controller within the meaning of Article 4(7) of the GDPR, share with the Provider the personal data (business data) of the representatives of the University of Warsaw, and persons participating in the performance of the Contract on the basis of concluded employment contracts or civil law contracts, the processing of which is necessary for the purposes of the legitimate interests of the controller, i.e. the conclusion and performance of the Contract in question, pursuant to Article 6(1)(b) or (f) of the GDPR.
3. The University of Warsaw hereby declares that provided the persons referred to in section 2 with the information set out in Articles 13 and 14 respectively of the GDPR.
4. Furthermore, the University of Warsaw informs that the electronic version of the information concerning the processing of personal data by the University of Warsaw, and provided to the Provider, is also available at the following webpage:
<https://odo.uw.edu.pl/obowiazek-informacyjny/>.

§ 9. Final provisions

1. All appendixes to the contract form integral parts hereof.
2. Any amendment, termination or rescission of the Agreement by mutual agreement of the Parties shall be made in writing or in electronic form, otherwise null and void.
3. In matters not regulated herein, provisions of Polish law (including the Civil Code of 23 April 1964) shall apply.
4. The Parties undertake to resolve any disputes in connection with the Contract amicably in the first instance. If this proves impossible, these disputes will be referred to the court having jurisdiction over the registered office of the Contractor.
5. The Contract has been entered into pursuant to Article of the Public Procurement Law of 11 September 2019.
6. The contract was drawn up in two counterparts, one for each Party⁶/ The Contract shall enter into force on the date of signing by the last of the Parties.⁷

Appendixes to the Contract:

- 1) Appendix No. 1 - Scope of Work;
- 2) Appendix No. 2 - Declaration of the University of Warsaw employee (delete if not applicable).

⁶For contracts concluded in a written or hybrid mode. Delete if not applicable.

⁷For contracts concluded in an electronic form. Delete if not applicable.

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Provider

Contractor

Bursar/Deputy Bursar/Bursar's Representative

Copy in English for Reference Purposes Only

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Appendix No. 2 to the contract for defined work No.:
(successive contract No./ UW organisational unit code/year)

**DECLARATION
of the University of Warsaw employee**

I hereby declare that:

- 1) The Work will be performed outside applicable working hours and outside the scope of duties under the employment relationship;
- 2) I am not on sick leave or convalescence leave;
- 3) I am / am not (mark as appropriate) on study leave (delete if not applicable).

signature of the Provider

I hereby confirm:

signature of the immediate superior

Approval:

signature of the unit head

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