

A model of a contract for defined work entered with a natural person, a legal person or an organisational unit without legal personality 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 (complete as appropriate and delete if not applicable)

....., address:
(name and surname)

.....
NIP (TAX ID NO.), REGON (STATISTICAL ID NO.)
....., conducting an economic activity under the company name of:
.....³

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.

³The data of the partner who is a natural person conducting an economic activity.

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A printout from the Central Registration and Information on Business comprises an appendix to this contract,

....., address:
(name and surname)
....., NIP (TAX ID NO.),
REGON (STATISTICAL ID NO.),
and, address:
(name and surname)
....., NIP (TAX ID NO.),
REGON (STATISTICAL ID NO.),
conducting an economic activity in the form of a civil law partnership under the name of
....., in
.....,
NIP (TAX ID NO.), REGON (STATISTICAL ID NO.)
.....,⁴
represented by
(name and surname)

Printouts from the Central Registration And Information On Business concerning the partner to a civil law partnership comprise appendixes to this contract.

..... with the registered office in
.....
entered by the District Court
to the register of businesses at the National Court Register (KRS) with No.,
NIP (TAX ID NO.), REGON (STATISTICAL ID NO.)
....., with the initial capital of
.....
represented by
(name and surname) (position)
based on an extract from the above-mentioned National Court Register/extract from the
National Court Register and power of attorney, comprising Appendix No. 1 to this
Contract⁵,

hereinafter referred to as the “**PROVIDER**”

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

⁴The data on the business partners who conduct an economic activity as a civil law partnership.

⁵Data on the counterparty, which is a legal person or an organisational unit without legal personality conducting an economic activity,

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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. The detailed requirements to be met by the Work are set out in the Scope of Work, which constitutes an appendix 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 Work delivery

1. The Work shall be completed in the period between and
(day, month, year) (day, month, year)
2. The Provider shall be obliged to complete and deliver to the Contractor the Work free from defects (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
(place and manner of delivering the Work)

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§ 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.⁶
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 is 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 without setting an additional period even before this period has expired.
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 Work, or to rectify its defects at the risk of withdrawal from the Contract, and upon its ineffective expiry may withdraw from the Contract.

⁶The 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.

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.
4. If the Provider fails to provide an invoice, the consequences of a late payment shall be borne solely by the Provider.
5. The remuneration will be paid by transfer to bank account No. within 30 days from the date of delivery a correctly issued invoice.
6. 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.
7. 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.
8. The Provider declares that it is a registered active VAT taxpayer.⁷
9. The Provider hereby confirms that the bank account indicated in section 5 is included and listed in the register referred to in Article 96b, section 1 of the Act of 11 March 2004 on tax on goods and services (VAT), conducted by the Head of the National Fiscal Administration.⁸
10. The Provider declares that it is a registered active VAT taxpayer, exempt from tax on the basis of Article of the Act of 11 March 2004 on tax on goods and services (VAT).⁹

⁷Refers to Providers being VAT taxpayers. Delete if not applicable.

⁸Refers to Providers being VAT taxpayers. Delete if not applicable.

⁹Refers to Providers being VAT taxpayers, exempt from tax. Delete if not applicable.

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11. The Provider undertakes to inform the Contractor without delay in the event of loss of the right to exemption from the payment of VAT tax.¹⁰
12. If the Provider fails to inform the Contractor of losing the right to exemption from goods and services tax, and this will result in a financial cost to the Contractor, the Provider undertakes to cover them in full.¹¹

§ 7. 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 Parties, as controllers within the meaning of Article 4(7) of the GDPR, share with each other the personal data (business data) of the Parties / the representatives of the Parties, 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 Parties declare that they have communicated to the persons referred to in section 2 the information set out respectively in Articles 13 and 14 of the GDPR, therefore, on the basis of Articles 13(4) and 14(5)(a) of the RODO, release each other from their information obligations towards these persons.
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/>.

§ 8. 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.

¹⁰Refers to Providers being VAT taxpayers, exempt from tax. Delete if not applicable.

¹¹Refers to Providers being VAT taxpayers, exempt from tax. Delete if not applicable.

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- 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 Party.¹² The Contract shall enter into force on the date of signing by the last of the Parties.¹³

Appendixes to the Contract:

- 1) Appendix No 1 - a printout / printouts from CEIDG (Central Registration And Information On Business / an excerpt from KRS (National Court Register) / an excerpt from KRS and power of attorney ¹⁴;
- 2) Appendix No. 2 - Scope of the Work;

Provider

Contractor

Bursar/Deputy Bursar/Bursar's Representative

¹²For contracts concluded in a written or hybrid mode. Delete if not applicable.

¹³For contracts concluded in an electronic form. Delete if not applicable.

¹⁴Delete as appropriate.

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