

A model of a mandate contract concluded 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) (Mandate contract No.)

MANDATE CONTRACT

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
A printout from the Central Registration And Information On Business comprises an appendix to this contract,

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.

□ 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(es) to this Contract⁵,

hereinafter referred to as the “Mandatory”,

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

agree as follows:

§ 1.

The Contractor orders, whereas the Mandatory agrees to perform the following tasks:

- 1)
- 2)
-

- hereinafter referred to as the "**Mandate**".

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,

§ 2.

The Mandate will be performed in the period between and.....
(day, month, year) (day, month, year)
inside Poland / outside Poland:(indicate the country)⁶.

§ 3.

1. For the Mandate performed, the Parties agree on a gross remuneration payable monthly to the Mandatary at the contractual hourly rate (clock hour) in the amount of: PLN
(in words: PLN),
the maximum number of hours for the performance of the Mandate will not exceed
(in words:) hours.
The Contractor reserves the right not to use the limit of hours specified in the previous sentence.
The Mandatary shall not be entitled to any claims if the Contractor does not use the limit of hours.⁷For the Mandate performed, the Parties agree on a gross remuneration payable to the Mandatary in the amount of: PLN
(in words: PLN).⁸
2. The maximum gross remuneration payable to the Mandatary for the performance of the Mandate will not exceed the amount of PLN (in words: PLN), resulting from multiplying the contractual hourly rate referred to section 1, and the maximum number of hours referred to section 1.⁹The maximum gross remuneration payable to the Mandatary for the performance of the Mandate will not exceed the amount of PLN (in words: PLN).¹⁰
3. The payment of remuneration will be made on the basis of an invoice issued by the Mandatary. If the contract is concluded for a period of more than 1 month, the payment of remuneration shall be made at least once a month. The invoice shall include, in particular, the actual number of hours of performance of the Mandate in the month indicated by the Mandatary, confirmed by the person referred to in § 4, section 1. In the case of delay in provision of the information on the number of completed hours of the Mandate, the Contractor will withhold the payment of the remuneration until the information is received.¹¹
4. If the Mandatary fails to provide an invoice, the consequences of a late payment shall be borne solely by the Mandatary.
5. The payment of the remuneration will be made by bank transfer to the Mandatary's bank account No. within 30 days from the date of delivery a correctly

⁶Delete as appropriate.

^{7 i 9} Obligatory provisions binding for Mandataries being natural persona conducting an economic activity, not employing or contracting employees. Delete if not applicable.

^{8 i 10} Provisions which may be selected for Mandataries being (a) natural persona conducting an economic activity, employing or entering into contracts with mandataries, (b) organisational units not being a legal personality, (c) legal personalities. Delete if not applicable.

¹¹ The second, third and fourth sentences are obligatory for Mandataries being natural persona conducting an economic activity, not employing or contracting employees. Delete if not applicable

issued invoice, containing all the elements required under the applicable law and this Contract, including in particular section 3.

- 6. The Mandatary 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 deductions or transfers of receivables made without the prior written consent of the Contractor are ineffective as they concern the Contractor.
- 7. In the event of termination or cancellation of the contract before the expiry of the period specified in § 2 due to circumstances beyond the control of the Mandatary, the Mandatary shall be entitled to remuneration for the hours of the Mandate actually provided/activities actually performed within the scope of the Mandate¹² and accepted without reservation by the Contractor.
- 8. 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.
- 9. The Provider declares that it is a registered active VAT taxpayer.¹³
- 10. The Mandatary 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.¹⁴
- 11. The Mandatary 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).¹⁵
- 12. The Mandatary undertakes to inform the Contractor without delay in the event of loss of the right to exemption from the payment of VAT tax.¹⁶
- 13. If the Mandatary 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 Mandatary undertakes to cover them in full.¹⁷

§ 4.

- 1. The Contractor authorizes the following person to accept the completed Mandate:
.....
(name and surname, position)
or any other person authorized by the Contractor in writing.¹⁸
- 2. The Mandate is deemed to have been accepted without any reservations upon the confirmation of the Mandate completion by the person referred to in section 1 on the invoice issued by the Mandatary.

§ 5.

- 1. In the case of improper performance of the Mandate, the Mandatary will pay to the Contractor a contractual penalty of % of the gross remuneration set out in § 3, section 2, for each case of improper performance of the contract.

¹²Delete as appropriate.

¹³Refers to Mandataries being VAT taxpayers. Delete if not applicable.

¹⁴Refers to Mandataries being VAT taxpayers. Delete if not applicable.

¹⁵Refers to Mandataries being VAT taxpayers, tax exempted. Delete if not applicable.

¹⁶Refers to Mandataries being VAT taxpayers, tax exempted. Delete if not applicable.

¹⁷Refers to Mandataries being VAT taxpayers, tax exempted. Delete if not applicable.

¹⁸The 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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2. The Contractor may claim from the Mandatary to pay damages in excess of the stipulated contractual penalty on general principles.
3. The Mandatary agrees to deduct the contractual penalties from the amount of the due remuneration, without a separate request for payment. Unless the penalties are deducted from the Mandatary's current receivables, they shall be paid on the basis of a separate request for payment.
4. In the case of the Mandatary's non-performance of the Mandate, the Contractor reserves the right to terminate the contract with immediate effect. In such a case, the Mandatary shall pay to the Contractor a contractual penalty of % of the gross remuneration set out in § 3, section 2, subject to the provisions of sections 2 and 3.

§ 6.

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 Mandatary, is also available at the following webpage: <https://odo.uw.edu.pl/obowiazek-informacyjny/>.

§ 7.

The contract may be terminated by either Party with a day/week (delete as appropriate) period of notice or dissolved by agreement of the Parties.

§ 8.

The Mandatary bears the liability to third parties for the performance of activities under this contract.

§ 9.

1. All amendments hereto, as well as the dissolution or termination hereof, shall be made in writing or electronically, on pain of invalidity.

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2. In matters not regulated herein, the provisions of Polish law, including the Civil Code of 23 April 1964, shall apply.
3. The Parties hereto must first attempt to resolve all disputes in connection with this contract in an amicable manner. If this proves impossible, such disputes shall be submitted to the court having jurisdiction over the registered office of the Contractor.
4. The Contract has been entered into pursuant to Article of the Public Procurement Law of 11 September 2019.
5. The Contract has been drawn up in two counterparts, one for each Party.¹⁹ / The Contract shall enter into force on the date of signing by the last of the Parties.²⁰

Attachment: A printout from CEIDG (Central Registration And Information On Business / an excerpt from KRS (National Court Register) / an excerpt from KRS and power of attorney²¹.

Contractor

Mandatory

Bursar/Deputy Bursar/Bursar's Representative

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²⁰For contracts concluded in an electronic form. Delete if not applicable.

²¹Delete as appropriate.

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