

A model of a mandate contract the object of which is to provide classroom teaching and concluded with a natural person not conducting an economic activity

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 (Stamp of the UW organisational unit)

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the code of occupation performed for the mandate contract

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

.....
 (name and surname)

PESEL (Citizen ID No.)/ Passport No. ³.....

residence address:

e-mail address:

hereinafter referred to as the **“Mandatar”**,

- 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.

The Contractor orders, whereas the Mandatary undertakes to carry out the following teaching activities in the field of:, on the specialization track:, types of studies: **full-time studies / part-time / other** (specify).....⁴ from the following subjects:

Item	Subject title	Gross rate per hour of teaching	Number of hours
1.			
2.			
3.			
4.			

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

§ 2.

The Mandate will be performed in the period between and
(day, month, year) (day, month, year)

inside Poland / outside Poland:(indicate the country)⁵, in accordance with the schedule set by the Contractor.

§ 3.

1. For the Mandate performed, the Parties agree on a maximum gross remuneration payable to the Mandatary in the amount of: PLN (in words: PLN).
2. The amount of the maximum remuneration results from multiplying the contractual hourly rate referred to in § 1, and the number of hours.
3. The hourly rate covered by this contract includes the conduct of classes, preparatory and final activities related to the execution of the contract, including the conduct of the examination.
4. In the case of contracts entered for a period exceeding more than 1 month, the remuneration will be paid at least once a month.
5. The payment of remuneration will be made by the 25th of each month for the previous month of the contract, on the basis of a bill issued by the Mandatary and delivered to the Contractor by the 3rd day of each month.
6. The Bill referred to in section 5 shall be drawn up in accordance with the model set out in Appendix No. 2 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).
7. 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.
8. In accordance with applicable regulations, regulatory liabilities will be deduced from the amount of the remuneration referred to in section 1.

⁴Delete as appropriate.

⁵Delete as appropriate.

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9. 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.
10. If the Mandatary fails to provide the bill within the time limit referred to in section 5, the consequences of subsequent payment shall be borne solely by the Mandatary.
11. The payment of the remuneration will be made by bank transfer to the Mandatary's bank account No.: or to any other bank account of the Mandatary, as indicated to the Contractor by the Mandatary in a separate written statement, provided that if the Mandatary has entered into more than one civil law contract with the Contractor, then payments shall be made to a single bank account most recently designated by the Mandatary.
12. 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 a prior written consent of the Contractor remain ineffective for the Contractor.
13. 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 and accepted without reservation by the Contractor.

§ 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.⁶
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 bill 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 1, for each case of improper performance of the contract.
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 1, subject to the provisions of sections 2 and 3.

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.

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§ 6.

1. The Mandatary represents that their declarations made for the tax and insurance purposes, and included in the Mandatary's declaration (attached as Appendix No. 1 hereto), for **residents/non-residents** (delete as appropriate), are factually correct. The Mandatary files the declaration referred to in the preceding sentence in accordance with a correct model constituting an appendix to the Ordinance No. 82 of the Rector of the University of Warsaw on civil law contracts.
2. The Mandatary undertakes to notify the Contractor without delay on any changes in the data provided in the declaration referred to in section 1, within 3 days of the date on which they arose, by resubmitting this declaration with the following annotation "Updated information", and by supplementing that part of the declaration which has changed, with an indication of the date on which the change of data occurred. Updates of the above-mentioned data do not require the Parties to draw up a written annex to the contract. If the Mandatary fails to inform the Contractor of the change of the data as referred to in this paragraph, and this causes financial costs on the part of the Contractor, the Mandatary undertakes to cover them in full from their own resources.
3. A RMUA personal report for the Mandatary who is not the Contractor's employee, stating the amount of national and health insurance contributions due under the mandate contract, will be issued at the request of the Mandatary by the Remunerations and Mandate Contracts Section at the Bursar's Office of the University of Warsaw,

§ 7.

1. The Parties declare that they are aware of the legal provisions on data protection, 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 (Journal of Laws UE L 119 of 04/05/2016, p. 1, as amended), hereinafter referred to as the "GDPR", and of the Act of 10 May 2018 on the protection of personal data.
2. The University of Warsaw, as the data controller within the meaning of Article 4(7) of the GDPR, makes available to the Mandatary personal data (official data) of the persons representing the University of Warsaw and persons participating in the performance of the contract, based on the signed 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 Mandatary, is also available at the following webpage: <https://odo.uw.edu.pl/obowiazek-informacyjny/>.

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§ 8.

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.

§ 9.

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

§ 10.

1. All amendments to the contract, termination and cancellation of the contract must be made in writing or electronically in order to be valid.
2. All appendixes to the contract form integral parts hereof.
3. In matters not regulated herein, the provisions of Polish law, including the Civil Code of 23 April 1964, shall apply.
4. 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.
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 Party⁷/ The Contract shall enter into force on the date of signing by the last of the Parties.⁸

Appendixes to the contract:

- 1) Appendix No. 1 - Declaration of the Mandatary for tax and insurance purposes;
- 2) Appendix No. 2 - Declaration of the University of Warsaw employee (delete if not applicable).

Contractor

Mandatary

Bursar/Deputy Bursar/Bursar's Representative

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⁸For contracts concluded in an electronic form. Delete if not applicable.

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Appendix No. 2 to the mandate contract No.
(successive contract No./ UW organisational unit code/year)

**DECLARATION
of the University of Warsaw employee**

I hereby declare that:

- 1) The Mandate 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 Mandatary

I hereby confirm:

signature of the immediate superior

Approval:

signature of the unit head

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BPR January 2024