

**Specimen mandate contract to conduct academic classes, entered into  
with a natural person, a legal person or an organisational unit without  
legal personality who is engaged in an economic activity**

.....  
(stamp of the unit who is the  
principal)

**Financed from funds of** .....  
(PSP component)  
(Order number in SAP)

**MANDATE CONTRACT**

**no.** .....  
(successive contract no./UW's organisation unit code/year)

entered into on..... in Warsaw by and between:

the University of Warsaw, with its registered office in Warsaw, ul. Krakowskie Przedmieście  
26/28, 00-927 Warsaw, NIP (Tax ID No.) 525-001-12-66, REGON (Statistical ID No.)  
000001258, represented by .....-  
.....,  
(first name and surname) (position)

acting under power of attorney no. ...., granted by Rector of the  
University of Warsaw, hereinafter referred to as "**Principal**,"

and (fill out and delete as appropriate)

..... usual address:  
.....  
(first name and surname)

.....,  
NIP (Tax ID No.) ....., REGON (Statistical ID  
No.)....., engaged in an economic activity under the name  
.....<sup>1</sup>.

A printout from the Central Register and Information on Economic Activity comprises an  
appendix to this contract,

<sup>1</sup> Data of the party that is a natural person engaged in an economic activity.

..... usual address:  
.....  
(first name and surname)  
.....NIP (Tax ID No.)  
.....

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*BPR September 2020*

REGON (Statistical ID No.) ..... and  
 .....usual address: .....  
 (first name and surname)  
 .....NIP (Tax ID No.) .....REGON (Statistical  
 ID No.) ....., engaged in an economic activity in the form of a civil law  
 partnership under the name: ....., in  
 ....., NIP (Tax ID No.) ....., REGON (Statistical ID No.)  
 .....,<sup>2</sup>represented by: .....,  
 (first name and surname)

Printouts from the Central Register and Information on Economic Activity concerning the partner to the civil law partnership comprise appendixes to this contract.

..... with its registered office in:  
 .....  
 .....,  
 entered by the District Court ..... to  
 the Register of Businesses of the National Court Register (KRS) with no.  
 .....,  
 NIP (Tax ID No.) .....  
 represented by: ..... - .....,  
 (first name and surname)  
 (function)

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 contract<sup>3</sup>, hereinafter referred to as “**Agent**,”

hereinafter individually referred to as “**Party**” and jointly as “**Parties**,” worded as follows:

### Section 1

The Principal orders, whereas the Agent agrees to carry out the following academic classes in the study programme: ....., specialisation: ....., type of studies: full-time studies/part-time studies<sup>4</sup> /other (which)..... in the courses:

No.	Course name according to the study plan	Gross rate for one hour of classes	Number of hours
1.			
2.			

<sup>2</sup> Data concerning contractors who engage in an economic activity as part of a civil law partnership.  
<sup>3</sup>Data on the party that is a legal person or an organisational unit that has legal personality.  
<sup>4</sup> Mark as appropriate

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		<b>Total:</b>	

hereinafter referred to as the “**Mandate.**”

### Section 2

1. The Mandate will be performed in the period between ..... and ..... (delete as appropriate): (day, month, year) (day, month, year)
  - 1) in the registered office of the **Principal**;
  - 2) in the place of business of the **Principal**;
  - 3) at the premises of the **Agent**;
  - 4) elsewhere (please specify): .....

– in accordance with the schedule determined by the Principal.
2. The Agent undertakes to perform the Mandate with due diligence.

### Section 3

1. The Parties agree the following maximum gross remuneration for the Mandate completion, payable to the Agent: PLN ..... (say: ..... zloty).
2. The amount of the maximum gross remuneration is the product of the hourly rate and the number of hours referred to in Section 1.
3. The hourly rate covered by this contract includes classes, preparatory activities and final activity related to the performance of the contract, including also examinations.
4. The remuneration will be paid under an invoice issued by the Agent. 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 invoice referred to in Clause 4 includes, in particular, the actual number of hours of the Mandate performance determined by the Principal in a given month, confirmed by the person referred to in Section 4 Clause 1.
6. In the case of delay in provision of the information on the number of hours of the Mandate performance, the Principal will withhold the payment of the remuneration until the information is received.
7. If the Agent fails to provide the invoice, only the Agent will bear consequences of a delayed payment.
8. The remuneration will be paid by a bank transfer to the bank account of the Agent, bank account no.: ....., within 30 days after the date of provision of a correctly issued invoice that includes all the elements required under applicable legal provisions and under this contract, in particular Clause 5,
9. Without the Principal’s written consent, the Agent must not assign upon third parties any receivables under the contract, or set off his/her receivables against the Principal’s receivables. Any deductions or transfers of receivables made without the prior consent of the Principal are ineffective for the Principal.
10. In the event of dissolution or termination of the contract before the expiry of the term set out in Section 2 Clause 1 due to circumstances not attributable to the Agent, the Agent will have the right to remuneration for the hours of the Mandate actually worked and accepted by the Principal without reservations.

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11. The Agent represents that he/she:
  - 1) is an active VAT payer (delete as appropriate)\*,
  - 2) the bank account referred to in Section 8 is a current account within the meaning of Article 49(1)(1) of the Act of 29 August 1997 – Banking Law (Dz. U. – Journal of Laws of 2019 sec. 2357), and is included and shown in the list referred to in Article 96b(1) of the VAT Act of 11 March 2004 (Dz. U. – Journal of Laws of 2020 sec. 106), maintained by Head of the National Revenue Administration (NRA Head) (delete as appropriate\*).
12. The Agent undertakes to notify the Principal of the loss of his/her status of an active VAT payer, or of his/her bank account being deleted from the List referred to in Clause 8, within 24 hours after the loss of the status of an active VAT payer or the deletion of his/her account from the List, respectively (delete as appropriate\*).
13. When making payments, the Principal will apply the split payment mechanism referred to in the VAT Act of 11 March 2004 (delete as appropriate\*).

#### **Section 4**

1. The Principal authorises the following to receive the completed Mandate:  
 .....  

(first name and surname,  
position)
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 Clause 1, on the invoice issued by the Agent.

#### **Section 5**

1. In the case of improper performance of the Mandate, the Agent will pay to the Principal liquidated damages of ..... % of the gross remuneration set out in Section 3 Clause 1, for each case of improper performance of the contract.
2. The Principal may claim from the Agent compensation that exceeds the stipulated liquidated damages, on general principles.
3. The Agent agrees to have the liquidated damages deducted from the remuneration due to him/her, without having to receive a separate request for payment. If the damages are not deducted from the current receivables of the Agent, they will be paid under a separate request for payment.
4. In the case of the Agent's non-performance of the Mandate, the Principal has the right to terminate the contract with immediate effect. In this event, the Agent will pay to the Principal liquidated damages of ..... % of the gross remuneration set out in Section 3 Clause 1 subject to provisions of Clauses 2 and 3.

#### **Section 6<sup>5</sup>**

1. The Agent's personal data, set out herein, are processed in accordance with Regulation (EC) No 2016/679 of the European Parliament and of the Council of 27 April 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).
2. Information on the processing of personal data is attached as Appendix to the contract.

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\* Applicable only if the Agent is exempt from VAT

<sup>5</sup> Delete if the Agent is not a natural person.

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3. The Agent hereby confirms that he/she has read and understands the information on the processing of his/her personal data.

**Section 7**

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

**Section 8**

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

**Section 9**

All amendments hereto as well as the dissolution or termination hereof must be made in writing, otherwise null and void.

**Section 10**

In matters not regulated herein, provisions of Polish law (including the Civil Code of 23 April 1964) apply.

**Section 11**

Parties hereto must first attempt to resolve all disputes in connection with this contract in an amicable manner. If they fail in their attempt, such disputes will be settled by the common court having jurisdiction over the registered office of the Principal.

**Section 12**

The contract has been entered into pursuant to Article ..... of the Public Procurement Law of 29 January 2004.

**Section 13**

This contract has been drawn up in ..... (specify the number) counterparts, including .... (specify the number) for the Principal and one for the Agent.

Appendix:  
Information on personal data processing

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Bursar/Deputy Bursar/Bursar’s Representative

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