

Appendix no. 14
to Regulation no. 193 of Rector of the University of Warsaw of 26 August 2020 amending Regulation no. 82 of
Rector of the University of Warsaw of 1 August 2019 on civil law contracts

Appendix no. 11
to Regulation no. 82 of Rector of the University of Warsaw of 1 August 2019 on civil law contracts

**Specimen specific work contract to prepare an opinion in proceedings on
the award of habilitation, entered into with a person who is not an
employee of the University of Warsaw**

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

Financed from funds of
(PSP component)
(Order number)

**SPECIFIC WORK CONTRACT
TO PREPARE AN OPINION IN PROCEEDINGS ON THE AWARD OF
HABILITATION, ENTERED INTO WITH A PERSON WHO IS NOT AN
EMPLOYEE OF THE UNIVERSITY OF WARSAW**

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

..... ,
(first name and surname)
PESEL (Citizen ID No.)/passport no. 1

..... ,
usual address:
..... ,

¹ Passport number for a non-Polish resident

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email

address:

.....,

hereinafter referred to as the “Agent,”

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

Section 1 Subject matter of the contract

1. Under this contract, hereinafter referred to as the “contract,” the Principal orders, whereas the Agent undertakes to assess whether academic achievements of of Mr/Ms

.....,

(first name and surname)

in the field, in
the discipline

who is applying for habilitation comply with requirements of Article 219 Clause 1 Sub-Clause 2 of the Act of 20 July 2018 – Higher Education and Science Law (Dz. U. – Journal of Laws of 2020 sec. 85 as amended), and draw up an opinion thereof.

2. The opinion referred to in Clause 1, hereinafter referred to as the “Work,” will be drawn up between and, and delivered to the Principal at the latest

(day, month, year) (day, month, year)

within 8 (eight) weeks after the date of delivery to the Agent of the application to open the proceedings on the award of habilitation. The Parties will confirm in writing the date of delivery to the Agent of the application to open the proceedings on the award of the habilitation.

Section 2 Manner of Work Performance

1. The Work must include the assessment of achievements of the person applying for habilitation, and the final application.
2. The Agent undertakes to personally perform his/her obligations under the contract with the utmost diligence and in a manner consistent with applicable legal provisions. The Agent represents that he/she has the knowledge, qualifications and experience necessary for the proper performance of the subject matter of the contract.
3. The Agent represents that he/she is not a party to any legal relationship that would limit or prevent the Agent from the proper performance of the contract.
4. The Agent represents that by performing the Work, he/she will not violate legal provisions or third-party rights, and undertakes to pay for all the damage suffered by the Principal if this representation is untrue.
5. The Agent must provide, at the Principal’s request, information on the progress of the Work performance and enable the Principal to monitor the correct performance of the Work.

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6. If the Agent performs the Works in a defective manner or in a manner that is contrary to the contract, the Principal may demand that the Agent change the manner of performance of the Work, and may set a relevant date to this purpose. After an ineffective expiry of the deadline, the Principal may rescind this contract without having to pay any amounts to the Agent.
7. The Agent undertakes to create the Work that will be free from defects.

Section 3 Work Receipt

1. The person authorised to receive the Work on behalf of the Principal and to request that its deficiencies be removed is:
(first name and surname, position)
2. Within (specify the number of days) days starting from the date of delivery of the Work by the Agent, the Principal will:
 - 1) accept the Work, or
 - 2) request that the Agent remove the deficiencies.
3. If the Principal requests that the Agent remove the deficiencies, the Agent must remove them and return the corrected Work to the Principal, at the Agent's sole expense, within a period not exceeding (specify the number of days) days starting from the date of delivery of the request.
4. After the ineffective expiry of the period set out in Clause 3, the Principal has the right to rescind the contract without having to pay any amounts to the Agent.
5. The Principal confirms the Work receipt in a Work Receipt Certificate the specimen of which comprises Appendix no. 1 to the Contract. The Work Receipt Certificate includes in particular the declaration of the Agent and of the person authorised to receive the Work, indicating that the Work is a work within the meaning of the Copyright and Related Rights Act of 4 February 1994, and the determination of the type of activity as part of which the Work has been created.
6. Provisions of Clauses 1 to 5 apply mutatis mutandis to the Principal's receipt of the Work corrected in accordance with provisions of Clause 3.

Section 4 Copyrights

1. The Agent represents that it will have exclusive author's economic rights to the Work, and will have author's moral rights to the extent necessary to perform the Contract.
2. Upon the receipt of the Work by the Principal, the Agent transfers author's economic rights to the Work upon the Principal in the following fields of exploitation:
 - 1) in respect of recording and multiplying the Work – production of copies of the Work by any techniques, including printing, reprographic, magnetic, IT, digital, photographic, phonographic, audio, visual, audiovisual and multimedia techniques, in any system, standard or format, and on any types of storage media, including permanent or temporary storage in the memory of a computer or other electronic device;
 - 2) in respect of trading of the original or copies on which the work has been recorded – marketing, lease or rental of the original or copies;

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- 3) in respect of dissemination of the Work otherwise than as specified in Item 2 – public performance, exhibition, display, playing and broadcasting and re-broadcasting, as well as public presentation of the Work in such a way that any person can access it in any place and at any time selected at their own discretion (among others, on the Internet).
3. The Agent transfers upon the Principal the exclusive right to exercise derivative rights to the Work, and to permit third parties to exercise such rights in the fields of exploitation listed in Clause 2 or 3, upon the Principal’s receipt of the Work.
4. As of the date of the Work receipt, the Principal becomes the owner of the copies or media on which the Work has been recorded.

Section 5 Delay

1. If the Agent delays with starting or completing the Work so much that it is unlikely that the Agent will be able to complete it within the deadline set out in Section 1 Clause 2 of the contract, the Principal may rescind the contract even before the expiry of this deadline, without having to determine an additional period of time, without having to pay any amounts to the Agent.
2. For each day of default in the delivery of the Work or removal of deficiencies, the Agent will pay to the Principal liquidated damages amounting to % of the gross remuneration referred to in Section 6 Clause 1 of the contract.
3. Regardless of the obligation to pay the liquidated damages, the Principal may determine additional deadline of (specify the number of days) days to the Agent to deliver the Work or remove its deficiencies under pain of rescinding the contract, and may, after the ineffective expiry of the additional deadline, rescind the contract, without having to pay any amounts to the Agent.
4. The Principal has the right to claim compensation exceeding the stipulated liquidated damages.
5. The Agent agrees to have the liquidated damages deducted from the remuneration due to him/her, without having to receive a separate request. If the damages are not deducted from the current receivables of the Agent, they will be paid under a separate request for payment.

Section 6 Remuneration

1. For proper performance of the Contract, including the completion of the Work and the transfer of the author’s economic copyrights to the Work, the transfer of ownership to the media on which the Work has been recorded and the granting of permits set out in this Contract, the Agent has the right to the fixed-rate remuneration
in the total amount of PLN (say:
.....
..... zloty) gross, pursuant to Article 184 Clause 3
Sub-Clause 2 of Act of 20 July 2018 – the Higher Education and Science Law.

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2. The Parties unanimously agree that the amount of the remuneration referred to in Clause 1 constitutes the Principal's entire liability to the Agent in relation to the performance of the subject matter of the contract.
3. The Agent undertakes to issue and deliver a bill to the Principal within 30 days after the date of the Work receipt by the Principal. The bill referred to in the preceding sentence is drawn up using the specimen set out in Appendix no. 5a / 5b (delete as appropriate)² to Regulation no. 82 of Rector of the University of Warsaw of 1 August 2019 on civil law contracts (UW Monitor Item 226 and of 2020 Item 370).
4. The Remuneration will be paid by a transfer, to the Agent's bank account, within up to 30 days after the date of provision of a correctly issued bill to the Principal.

Section 7 **Agent's Representation**

1. The Agent represents that he/she:
 - 1) is employed outside the University of Warsaw
under a contract of employment **yes**
 no;
 - 2) is on an old-age or disability pension **yes** **no**.
2. The Agent represents that his/her declaration made in Clause 1 is true and that he/she is aware of penalty for perjury if he/she provides false information.

Section 8 **Processing of Personal Data**

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 no. 2 to the contract.
3. The Agent hereby confirms that he/she has read and understands the information on the processing of his/her personal data.

Section 9 Final Provisions

1. All appendixes to the contract form integral parts hereof.
2. All amendments hereto as well as the dissolution or rescission hereof must be made in writing, otherwise null and void.
3. The Agent must personally perform the Work, and without the Principal's written consent 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.

² Mark either Appendix no. 5a if the contract is entered with a Polish resident, or Appendix no. 5b if the contract is entered into with a non-Polish resident.

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4. In matters not regulated herein, provisions of Polish law apply, including the Civil Code of 23 April 1964 and the Act of 20 July 2018 – Higher Education and Science Law.
5. 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 a common court having jurisdiction over the registered office of the Principal.
6. The contract is entered into pursuant to Article 4 Sub-clause 8 of the Public Procurement Law of 29 January 2004.
7. The contract has been drawn up in.... (specify the number) counterparts, including (specify the number that amounts to at least 1) for the Principal and one for the Agent.

Appendixes to the contract:

- 1) Appendix no. 1 – Specimen Work Receipt Certificate;
- 2) Appendix no. 2 – Information on personal data processing.

Agent
Principal

Bursar/Deputy Bursar/Bursar's Representative

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