

**Specimen mandate contract with a member of the
habilitation committee 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)

**MANDATE CONTRACT
WITH A MEMBER OF THE HABILITATION COMMITTEE 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)

under a power of attorney granted by Rector of the University of Warsaw
no. (delete as appropriate) , hereinafter referred to as **“Principal,”**

and

.....,

(first name and surname)

PESEL (Citizen ID No.)/passport no.
1
usual address
.....
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 participate in the operation of the habilitation committee in the proceedings on the award of habilitation to Mr/Ms
(first name and surname)
in the field
in the discipline
as *Chairman/Secretary/Member* (delete as appropriate), and to perform all duties of *Chairman/Secretary/Member* (delete as appropriate) in the habilitation committee, as provided for by the Act of 20 July 2018. – Higher Education and Science Law (Dz. U. – Journal of Laws of 2020 sec. 85 as amended) – hereinafter referred to as the “**Mandate**.”

Section 2

1. The Mandate will be performed in the period between..... and....., i.e. during
(day, month, year) (day, month, year)
year)
the proceedings on the award of the habilitation in:
(delete as appropriate):
1) in the registered office of the **Principal**;
2) elsewhere (specify the country):
2. The Agent undertakes to:
1) personally perform the Mandate in a fair and honest manner;
2) perform the Mandate with due diligence.

Section 3

1. The Parties agree the following one-off gross remuneration for the Mandate completion, payable to the Agent: PLN (say: zloty), pursuant to Article 184 Clause 4 of Act of 20 July 2018 – the Higher Education and Science Law.
2. The remuneration will be paid under a bill issued by the Agent and delivered to the Principal after the end of the proceedings on the award of a doctoral degree, within 30 days after the date of delivery of a correctly issued bill to the Agent. The bill referred to in the preceding

¹ Passport number for a non-Polish resident.

sentence is drawn up using the specimen set out in Appendix no. 14 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).

3. In accordance with applicable regulations regulatory liabilities will be deduced from the amount of the remuneration referred to in Clause 1.
4. The remuneration will be paid by a bank transfer to the bank account of the Agent, as specified on the bill.
5. 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.
6. The Agent's declaration for tax and insurance purposes, attached as Appendix no. 1 hereto, comprises an integral part of the contract.

Section 4

1. In the case of the Agent's non-performance of or failure to perform the Mandate and if the Agent is dismissed from the habilitation committee, 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. In this case, the Agent is entitled to the remuneration for the Mandate that was being performed up until the time of termination of the contract.
2. Provision of Clause 1 applies mutatis mutandis in the event where the Agent abandons performance of the Mandate; however, if this happens due to material reasons, no liquidated penalty will be charged.
3. The Principal may claim from the Agent compensation that exceeds the stipulated liquidated damages, on general principles.
4. 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 5

1. The Agent represents that the declarations he/she has made, included in the Agent's declaration (attached as Appendix no. 1 hereto) for tax and insurance purposes for *(delete as appropriate)*:
 - 1) *residents*;
 - 2) *non-residents*;- are true, and that he/she is aware of penalty for perjury if he/she provides false information.
2. The Agent undertakes to immediately notify the Principal of any changes in relation to the data included in the declaration referred to in Clause 1 within 3 days after the date of the relevant change, by re-submitting this declaration marked with the note "Update" and supplementing the part of the declaration that has changed, specifying the date when the change has occurred. Updates of the above-mentioned data do not require the Parties to draw up a written annex to the contract. If the Agent fails to inform the Principal of the change of the data as referred to in this Clause and this causes financial costs on the part of the Principal, the Agent undertakes to pay the costs in full using his/her funds.

3. A RMUA personal report for the Agent in respect of the amount of national and health insurance contributions due under the mandate contract, will be issued at the Agent's request at the Financial Services of the University of Warsaw, the Remuneration and Commissioned Works Sections.

Section 6

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 7

1. All amendments hereto as well as the dissolution or termination hereof must be made in writing, otherwise null and void.
2. All appendixes to the contract form integral parts hereof.

Section 8

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.

Section 9

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 10

The contract is entered into pursuant to Article 4 Sub-clause 8 of the Public Procurement Law of 29 January 2004.

Section 11

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 – Agent's declaration for tax and insurance purposes – *Polish residents/Polish non-residents* (delete as appropriate);
- 2) Appendix no. 2 – Information on personal data processing.

Principal

Agent

Bursar/Deputy Bursar/Bursar's Representative