

**Specimen mandate contract to conduct academic classes, entered
into with a natural person who is not 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

.....
(first name and surname)

PESEL (Citizen ID No.)/passport no.

¹

usual address

.....
hereinafter referred to as "**Agent**,"

¹ Passport number for a non-Polish resident.

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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 studies² /other (which)..... in the courses:

No.	Course name	Gross rate for one hour of classes	Number of hours
1.			
2.			

– hereinafter referred to as the “Mandate.”

Section 2

- The Mandate will be performed in the period between and (delete as appropriate): (day, month, year) (day, month, year)
 - in the registered office of the **Principal**;
 - in the place of business of the **Principal**;
 - at the premises of the **Agent**;
 - elsewhere (please specify):– in accordance with the schedule determined by the Principal.
- The Agent’s declaration for tax and insurance purposes, attached as Appendix no. 1 hereto, comprises an integral part hereof.
- The Agent undertakes to perform the Mandate with due diligence.

Section 3

- The Parties agree the following maximum gross remuneration for the Mandate completion, payable to the Agent: PLN (say: zloty).
- The amount of the maximum gross remuneration is the product of the hourly rate and the number of hours referred to in Section 1.
- The hourly rate covered by this contract includes classes, preparatory activities and final activity related to the performance of the contract, including also examinations.
- In the case of contracts entered for a period exceeding more than 1 month, the remuneration will be paid at least once a month.
- The remuneration will be paid by the 25th day of each month for the previous month of the term of the contract, under a bill issued by the Agent and delivered to the Principal by the 3rd day of each month.

² Mark as appropriate

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6. The bill referred to in Clause 5 is drawn up using the specimen set out in Appendix no. 3a to Regulation no. 82 of Rector of the University of Warsaw of 1 August 2019 on civil law contracts (UW Monitor Item 226 and Item 370).
7. 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.
8. In accordance with applicable regulations, regulatory liabilities will be deduced from the amount of the remuneration referred to in Clause 1.
9. If the Agent fails to provide the bill within the term referred to in Clause 5, only the Agent will bear consequences of a delayed payment.
10. The remuneration will be paid by a bank transfer to the bank account of the Agent, as specified on the bill.
11. 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.
12. 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.

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 bill 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

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;

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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 who is not the Principal's employee, 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 7

- 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. 3 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 8

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 9

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

Section 10

- 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 11

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

Section 12

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 court having jurisdiction over the registered office of the Principal.

Section 13

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

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Section 14

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 – Declaration of the University of Warsaw’s employee (delete if not applicable);
- 3) Appendix no. 3 – Information on personal data processing.

Principal

Agent

Bursar/Deputy Bursar/Bursar’s Representative

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