

Document executed on five pages. The footer contains the following text: Contract for natural persons who are not sole traders; BP May 2019.

.....  
(stamp of relevant university unit)

**Financing** .....  
(Item of Project Structure Plan (PSP)) (SAP assignment number)

## CONTRACT

**No.** .....  
(contract consecutive number/university division code/year)

made and entered into as of ..... in Warsaw by and between:

Uniwersytet Warszawski (*University of Warsaw*) based in Warsaw at ul. Krakowskie Przedmieście 26/28, 00-927 Warszawa, NIP (*taxpayer ID no.*) 525-001-12-66, REGON (*statistical ID no.*) 000001258, represented by:

.....,  
acting under power of attorney granted by Rector of Uniwersytet Warszawski of  
....., hereinafter the “**Client**”  
and

.....  
(first name and surname)  
PESEL (*personal ID no.*) / passport number<sup>1</sup>..... ,  
residing at ..... ,  
hereinafter the “**Service Provider**”  
hereinafter individually referred to as a “**Party**” or collectively as “**Parties**”.

The Parties agree as follows:

### § 1

The Client hereby engages the Service Provider and the Service Provider agrees to provide the following services:

- 1) .....
- 2) .....
- .....

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

### § 2

1. The Assignment shall be carried out from .....(day, month, year) to  
..... (day, month, year) (delete as appropriate):

- 1) at the principal office of the **Client**;
  - 2) at the place of operation of the **Client**;
  - 3) at the place of operation of the **Service Provider**;
  - 4) other location (please specify): .....
2. The Service Provider’s declaration for tax and insurance purposes, which constitutes Appendix no. 1 hereto, shall be an integral part of this contract.
3. The Service Provider undertakes to complete the Assignment with due care.

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<sup>1</sup> For non-residents of Poland please provide passport number.

**§ 3**

1. The Parties agree that in consideration for the performance of the Assignment the Service Provider shall be paid a gross monthly remuneration calculated according to an hourly rate (clock hour) of: EURO ..... (say: .....).
2. The number of hours worked on the Assignment shall be limited to ..... hours (say: .....).
3. The gross remuneration payable to the Service Provider for the performance of the Assignment shall not exceed the amount of EURO ..... (say: .....), which is a product of the hourly rate specified in Clause 1 and the limit of hours specified in Clause 2.
4. The Client reserves the right to not use the limit of hours specified in Clause 2.
5. The Parties agree that the Service Provider shall not be entitled to make any claims in connection with the Client's decision not to use the specified limit of hours.
6. For contracts whose term exceeds 1 month, the remuneration shall be paid at least once a month.
7. The remuneration shall be paid by the 25<sup>th</sup> day of each month for the previous month based on a bill issued by the Service Provider and received by the Client by the 3<sup>rd</sup> day of each month.
8. The bill referred to in Clause 7 above shall specify the actual number of hours worked on the Assignment in a particular month, acknowledged by the individual referred to in § 4 Clause 1.
9. In the event of any delay in the provision of information about the number of hours worked, the Client may delay the payment of remuneration until such time when it receives said information.
10. The remuneration referred to in Clause 1 shall be reduced by the amount of due public charges in accordance with applicable regulations of law.
11. In the event of the Service Provider's failure to provide the bill referred to in Clause 7 on time, the Service Provider shall be solely liable for the consequences of late payment.
12. The remuneration shall be paid by wire transfer to the Service Provider's bank account indicated on the bill.
13. Without the Client's written permission the Service Provider may not assign any of their claims hereunder to third parties nor deduct their claims from the amounts payable to the Client.
14. In addition to the remuneration specified in Clause 1, the Client shall / shall not be required (delete as appropriate) to pay the following expenses directly related to the Assignment and approved by the Client (delete as appropriate):
  - 1) travel expenses;
  - 2) documented accommodation costs;
  - 3) flat-rate accommodation costs;
  - 4) subsistence allowance;
  - 5) visa fees

- which cannot exceed the rates prescribed by the regulations that govern the payment, rates and methods of determination of considerations payable to an employee of a state or local government institution in connection with a business trip. The Client shall reimburse the Service Provider for such expenses after the Service Provider submits all the forms required by the Client and provides documentary evidence of such expenses.

15. The costs of performance of the Assignment shall be covered by the Service Provider. If the retained services are carried out at the principal office of the Client, any costs of performance of the Assignment shall be covered by the Client.
16. In the event of termination of this contract before the period specified in §2 Clause 1 hereof expires for reasons not attributable to the Service Provider, the Service Provider shall be entitled to receive remuneration for the hours actually worked on the Assignment and accepted without reservation by the Client.

#### § 4

1. The Client authorises the following individual to accept the Assignment ..... (first name and surname, function)
2. The Assignment shall be deemed accepted without reservation upon the individual designated in Clause 1 above acknowledges the completion thereof on the bill issued by the Service Provider.

#### § 5

1. In the event of improper performance of the Assignment, the Service Provider shall pay to the Client liquidated damages set at ..... % of the gross remuneration specified in § 3 Clause 3 hereof per each case of improper performance.
2. The Client shall be entitled to claim from the Service Provider compensation in excess of the liquidated damages stipulated herein, on general terms.
3. The Service Provider agrees to have the amounts of liquidated damages deducted from the remuneration payable to them, without the need for any demand for payment.
4. If the Service Provider fails to complete the Assignment, the Client shall be entitled to terminate this contract with immediate effect. In that case the Service Provider shall pay to the Client liquidated damages set at ..... % of the gross remuneration referred to in § 3 Clause 3 hereof subject to the provisions of Clause 2 and 3 hereof.

#### § 6

1. The Service Provider acknowledges and confirms that the representations made by them in the declaration for tax and insurance purposes, which constitutes Appendix no. 1 hereto, for (delete as appropriate):
  - 1) residents;
  - 2) non-residents;are true and they are aware of the criminal liability for making false statements.
2. The Service Provider undertakes to promptly notify the Client about each change in the information contained in the declaration referred to in Clause 1, within 3 days after occurrence of any such change, by resubmitting the declaration marked "Updated" and completing that section of the declaration which is affected by the change and specifying the date when the change occurred. Any update of the above information shall not require the Parties to execute a written annex to this contract. If the Service Provider fails to notify the Client about the change in the information referred to in this section and, as a result, the Client incurs any expenses, the Service Provider shall be obliged to cover such expenses in full.
3. An RMUA report for the Service Provider not employed by the Client, with specification of the social and health insurance contributions due under the contract shall be issued to the Service Provider upon their request at the Financial Services Bureau of Uniwersytet Warszawski, the Division of Contract Work and Salaries.

#### § 7

1. The Service Provider's personal data specified in this contract will be subject to processing on terms set forth in the Regulation of the European Parliament and of the Council (EU) 2016/679 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 (General Data Protection Regulation).
2. Information about personal data processing is available at [www.odo.uw.edu.pl/obowiazek-informacyjny/](http://www.odo.uw.edu.pl/obowiazek-informacyjny/).
3. The Service Provider hereby acknowledges and confirms that they have read the information about personal data processing.

#### **§ 8**

Either Party may terminate this contract with ..... days' / months' (delete as appropriate) notice or by mutual agreement.

#### **§ 9**

The Service Provider shall be liable towards third parties for the actions related to this contract.

#### **§ 10**

Any amendments to this contract and notice of termination hereof shall be made in writing under pain of nullity.

#### **§ 11**

Issues not provided for in this contract shall be governed by the provisions of the Act of 23 April 1964 – the Civil Code.

#### **§ 12**

Any disputes arising in connection with this contract shall be resolved by the Parties amicably. If the Parties fail to resolve a dispute, such a dispute shall be subject to settlement by a court of appropriate jurisdiction to the Client.

#### **§ 13**

This contract has been executed under Art. .... of the Public Procurement Law of 29 January 2004.

#### **§ 14**

This contract has been executed in three identical counterparts, two for the Client and one for the Service Provider.

Appendices:

- 1) Appendix no. 1 – Declaration of the Service Provider for tax and insurance purposes;
- 2) Appendix no. 2 – Declaration of the employee of Uniwersytet Warszawski (delete as appropriate);
- 3) Appendix no. 3 – Bill.

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Client

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Service Provider

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Bursar / Deputy Bursar / Authorised Representative of the Bursar