

CONTRACT OF MANDATE NO.

concluded on in Kielce, between Jan Kochanowski University in Kielce,
represented by
hereinafter referred to as the **Principal**
and

Ms./Mrs./Mr. residing in
..... National Identification Number (PESEL)
..... hereinafter referred to as the **Contractor**

reading as follows:

§ 1

1. The Principal commissions, and the Contractor accepts to perform the following activities
..... in the period from to
2. The Principal has the right to control the manner of performance of the contract and demand appropriate changes in its performance.
3. In the event that the Principal raises reasonable objections to the performance of the contract within the scope specified in this paragraph, the Contractor shall be obliged to make appropriate changes and corrections without additional compensation.
4. The Contractor undertakes to submit to and in practice comply with the internal normative acts in force at the University.

§ 2

1. The Contractor declares that it has adequate qualifications and professional experience to ensure the performance of the order covered by the contract at the highest level, in a diligent and scrupulous manner, so that the contract is performed in accordance with the purpose for which it was concluded.
2. The Contractor undertakes to perform the work referred to in § 1.1 personally and may not entrust it in whole or in part to other persons without the written consent of the Principal.
3. In the event that the Contractor is unable to commence performance, continue or complete the subject matter of the contract, the Contractor shall immediately notify the Principal.
4. The Principal shall be liable to third parties for the Contractor's activities performed within the scope of the subject matter of the contract entrusted for execution. The Principal reserves the right to seek recourse compensation from the Contractor in the event of settlement of third-party claims.
5. The Contractor undertakes to immediately inform the Principal of the fact of damage or the filing of certain claims against it.
6. The Contractor declares to be familiar with the regulations and rules of occupational safety and health and undertakes to observe them at the place of performance of activities, and in particular to:
 - 1) carry out the order in a manner consistent with the regulations and rules of occupational safety and health,

- 2) maintain the proper condition of the Employer's property, as well as order and cleanliness at the place of execution of the order,
- 3) use the collective protection measures existing at the place of execution of the contract, the available collective protection measures, as well as use own personal protective equipment and work clothes and footwear, if the nature of the work performed requires it,
- 4) immediately notify the Principal of any accident or danger to human life or health noticed at the University, and warn co-workers and all persons in the area of danger of the imminent danger.

§ 3

1. For the performance of the subject of the contract referred to in § 1 paragraph 1, the Contractor shall receive remuneration in the amount of
2. The Contractor shall issue a monthly bill, covering the period from the first to the last day of the calendar month, which shall include a list of the number of actually completed hours of the order and deliver it on each first business day of the following month to the registered office of the Principal's organizational unit where the order is carried out.
3. The remuneration referred to in paragraph 1 shall be paid monthly by the last day of each calendar month of the contract term, after due and timely execution of the order activities confirmed by the Principal, on the basis of a bill duly issued by the Contractor with a mutually agreed monthly statement of the number of actually executed order working hours for the previous calendar month. If the bill is not submitted within the period indicated in the preceding sentence, the consequences of the subsequent payment of wages shall be borne by the Contractor, and the payment of wages under the contract shall be transferred to the following calendar month, and the payment shall be made taking into account in the statement of hours for the previous month, in which the payment was not made due to failure to deliver the statement.
4. The submitted confirmation of the number of working hours in the form of a statement on the bill issued by the Contractor exhausts the Contractor's statutory obligation to confirm the number of working hours of the contract performed. In addition, the Parties unanimously confirm that the Contractor's obligation to confirm the number of working hours is solely for the purpose of satisfying the provisions of the Minimum Wage Act, in no way can this obligation be interpreted as one of the basic duties of a contracted employee and does not constitute an additional tool to control the Contractor, as the will of the Parties is not and was not the conclusion of a contract of employment.
5. The Contractor shall provide the Principal with all documentation related to the performance of the order.
6. From the remuneration referred to in paragraph 1, an advance on personal income tax will be deducted in accordance with applicable laws, and other deductions will be made in accordance with applicable laws.
7. The Contractor shall submit a written statement for insurance purposes and tax purposes as an appendix to this contract.

§ 4

1. In case of non-performance or improper performance of the contract by the Contractor, including failure to meet the deadlines for performance of activities, the Principal shall have the right to terminate the contract immediately and refuse to pay the remuneration.

2. In the event of failure to meet the deadline, the Contractor shall be liable for damages incurred by the University, while in the event of the discovery of errors and defects in the order, the Contractor shall be obliged to correct them free of charge.

§ 5

In case of inability to start, continue or complete the order in a timely manner, the Contractor shall immediately inform the head of the organizational unit of the obstacle.

§ 6

1. The Contractor declares not to be engaged in business activity within the meaning of the Act of 6 March 2018 — Entrepreneurs' Law (consolidated text, Journal of Laws of 2018, item 646, as amended) in the scope being the subject of the contract.
2. The Contractor undertakes to immediately inform the Principal of any change in the facts specified in paragraph 1 within 7 days from the date of commencement of business operations.
3. It is incumbent on the Contractor to determine the applicable social security legislation and to submit an A1 form if that legislation is other than Polish. The Contractor shall also be obliged to pay contributions on behalf of the employer, in accordance with Article 21(2) of Regulation (EC) No. 987/2009 of the European Parliament and of the Council of 16 September 2009 on the implementation of Regulation (EC) No. 883/2004 on the coordination of social security systems, in the amount in force in the Insurance Institution competent for the place of residence of the Employee and consistent with the A1 form, in the situation of being subject to legislation other than Polish.
4. The controller of the Contractor's personal data is the Principal. Personal data will be processed for the purpose of entering into and performing a contract (legal basis — contract) and for the purpose of fulfilling legal obligations (legal basis — necessity of fulfilling a legal obligation incumbent on the controller). Provision of data is voluntary, but it is a condition for the conclusion and execution of the contract, and failure to do so prevents its conclusion. Personal data will be processed for the duration of the contract, and after its termination for the time prescribed by separate legal regulations. Recipients of the data may be entities authorized by law and entities with which the controller will conclude appropriate agreements for the implementation of external services involving the processing of personal data. The Contractor shall have the right to access their personal data, receive a copy of their rectification, erasure or restriction of processing, as well as the right to data portability and the right to object to processing — in the cases and under the terms of the provisions of the GDPR. The Contractor shall have the right to file a complaint with the supervisory authority, i.e., the President of the Personal Data Protection Office. In case of questions regarding the processing of personal data, the Contractor may contact the Data Protection Officer via e-mail at iod@ujk.edu.pl or by mail addressed to the Principal.

§ 7

1. Amendments to this contract shall be null and void unless made in writing.
2. To all matters not settled herein, the provisions of the Civil Code shall apply.

§ 8

All disputes arising from this contract shall be settled by the common court in Kielce.

§ 9

The contract has been drawn up in three identical copies, one for the Contractor and two for the Principal.

.....

Principal

.....

Contractor

.....

.....

**THE DECLARATION SHALL BE FILLED OUT ONLY BY PERSONS WHO ARE NOT
EMPLOYED AT THE UNIVERSITY UNDER A CONTRACT OF EMPLOYMENT**

DECLARATION

to contract of mandate no. concluded on

Full name Date of birth

Phone no. e-mail address

National Identification Number (PESEL)

Taxpayer Identification Number (NIP)

My Taxpayer Identification Number is my PESEL / NIP number*

Tax Office

Citizenship Passport No.

(applicable to foreigners)

I am a Resident (unlimited tax liability) / Non-Resident (limited tax liability)*.

Address of residence

City/Town Street

House/Apartment No. Postal code

Post office Municipality/Commune

Powiat Voivodeship

Mailing address (if different from the address of residence)

City/Town Street

House/Apartment No. Postal code

Post office Municipality/Commune

Powiat Voivodeship

I declare that:

- 1) I am employed on the basis of a contract of employment with another employer and on this account, I am subject to social security

• YES

— and my gross remuneration from the employment relationship is:

- at least the minimum wage in effect during the contract period,
- less than the minimum wage in effect during the contract period

• NO

- 2) I practice the profession of a judge / prosecutor*

• YES

• NO

- 3) I am an officer of uniformed services

• YES

• NO

- 4) I am on unpaid leave, maternity leave, parental leave*

• YES

from to

- NO
- 5) I am a contractor based on a contract of mandate concluded with another employer
- YES
- the contract was concluded for the period from to and my remuneration, which is the basis for social security, in each month is at least the minimum wage applicable during the contract period YES / NO*.
- NO
- 6) I am insured by virtue of my business activity and pay social security contributions to the Social Insurance Institution (ZUS) on this account
- YES — STANDARD / PREFERENTIAL / LOW CONTRIBUTIONS*
 - NO
- 7) I am a secondary school*/university student (not applicable to doctoral students)* and I am under 26 years of age
- YES
 - NO
- 8) I am a retiree*/pensioner*:
- YES
-
- (benefit no.; payer)
- NO
- 9) I have a disability certificate:
- YES
-
- (please specify degree of disability)
- NO
- 10) I apply for voluntary pension and disability insurance coverage:
- YES
 - NO
- 11) I apply for voluntary sickness insurance coverage:
- YES
 - NO
- 12) The relevant branch of the National Health Fund (NFZ)

I declare that the above data are accurate and I am aware of the criminal liability under Article 247 § 1 of the Penal Code, and I undertake to notify the payer in writing of any changes to the content of the above declaration before the date of payment of remuneration under the contract. In the event of the provision of incorrect information, as well as in the event of failure to provide information on the change of data that affects the payment of contributions, I undertake to return to the payer the social security contributions paid by the payer to the Social Insurance Institution, financed from the funds of the insured, as well as interest on the entire debt incurred.

.....

(date and signature of the declarant)

*delete as appropriate

....., on

.....

(full name)

National Identification Number (PESEL)

BILL

to contract No. dated

for the Jan Kochanowski University in Kielce, ul. Żeromskiego 5 for performing the following work covered by the aforementioned contract:

.....
.....

Number of completed order hours in the month

Gross remuneration: (say:

.....

Polish złotych)

The issuer of the bill authorizes the Principal to transfer the calculated amount due under the contract to bank account No.

.....

(Contractor's signature)

The work was accepted by

(date and signature)

Verified for formal and accounting accuracy

(date and signature)

I accept the gross amount of(say:

.....

Polish złotych)

....., on

.....

(Bursar)

....., on

.....

(Chancellor/Rector)