

CONTRACT OF MANDATE / SERVICE CONTRACT

WITH A SELF-EMPLOYED PERSON

NO

concluded on in Kielce, by and between:

Jan Kochanowski University of Kielce with its registered office at ul. Żeromskiego 5, 25-369 Kielce., REGON:, represented by, acting pursuant to, hereinafter called the 'Principal',

and

Ms/Mr, residing in, conducting business under the name, address of the principal place of business:, NIP:, REGON:, e-mail address:, telephone No.:, hereinafter referred to as the 'Contractor',

with the following wording:

Article 1

1. The Principal commissions, and the Contractor agrees to perform, the following tasks as part of its business activities: [specify the activities, project/source of funding, method of verifying completion and maximum number of hours, if applicable], during the period from to
2. The Principal is entitled to verify that the work has been carried out properly and in accordance with the contract, the project schedule and the funding requirements, and to provide the Contractor with justified comments on how to rectify any identified irregularities. This right does not imply employee subordination or subordination to the current management in terms of the time and place of work.
3. Should the Principal raise justified objections to the performance of the activities specified in this Article, the Contractor shall be obliged to make changes or corrections without

additional remuneration, provided that the objections arise from the improper performance of the contract and do not go beyond its scope.

4. The Contractor undertakes to comply with the University's internal regulations applicable to the performance of this contract, in particular those relating to health and safety, data protection, confidentiality, research ethics and the use of the University's infrastructure, to the extent necessary for the proper performance of the contract.
5. The Contractor shall carry out the work independently, as a self-employed person, without being in an employer-employee relationship. The Parties hereby confirm that this contract does not create an employment relationship.

Article 2

1. The Contractor declares that he/she possesses the appropriate qualifications and professional experience to ensure that the work covered by the contract is carried out to the highest standard, with due care and diligence, so that the contract is performed in accordance with the purpose for which it was entered into.
2. The Contractor undertakes to perform the activities referred to in Article 1(1) personally, unless the Principal has given prior consent, in writing or in a documented form, to the Contractor entrusting their performance, in whole or in part, to a third party. The Contractor shall be liable for the acts and omissions of any third party in accordance with the provisions of the Civil Code.
3. If the Contractor is unable to commence, continue or complete the performance of the subject matter of the contract within the agreed timeframe, he/she shall notify the person specified in Article 5(2) and the Principal thereof without delay.
4. The Parties shall be liable for non-performance or improper performance of the contract in accordance with the general principles set out in the Civil Code. The Contractor shall be liable to the Principal for any loss or damage caused by the Contractor's culpable failure to perform or improper performance of the contract, including loss or damage arising from claims by third parties, provided that such loss or damage is causally linked to the Contractor's act or omission.
5. The Contractor undertakes to inform the Principal immediately of any damage caused, any risk of damage occurring, any claims made by third parties, or any other circumstances that may affect the proper performance of the contract.
6. The Contractor declares that he/she has been made aware of the health and safety rules in force at the place where the work is to be carried out and undertakes to comply with them, and in particular to:
 - (a) carry out the assignment in accordance with health and safety regulations and guidelines,
 - (b) ensure that the Principal's property is kept in good condition and that the site where the assignment is carried out is kept tidy and in order,

- (c) use collective and personal protective equipment required by the nature of the work and the location where it is carried out, provided by the Principal or agreed between the Parties,
 - (d) notify the Principal immediately of any accident or threat to human life or health observed on the University premises, and to warn colleagues and all persons in the danger zone of the imminent danger.
7. The controller of the Contractor's personal data is Jan Kochanowski University in Kielce. Personal data will be processed for the purposes of concluding and performing the contract, calculating remuneration, fulfilling the controller's legal obligations—in particular those relating to tax, accounting and archiving—and for the possible establishment, pursuit or defence of claims. The legal basis for the processing is Article 6(1)(b), (c) and (f) of the GDPR. The provision of personal data is a condition for the conclusion and performance of the contract; failure to provide such data will prevent the conclusion or performance of the contract. The data will be processed for the duration of the contract, and thereafter for the period required by law and the limitation period for claims. The recipients of the data may include entities authorised by law and entities providing the controller with services related to the performance of the contract, including IT, accounting, banking, postal and archiving services. The Contractor has the right of access to his/her data, the right to receive a copy thereof, have them rectified, erased, or have their processing restricted, to data portability, and to object – in the cases and under the conditions set out in the GDPR. The Contractor has the right to lodge a complaint with the President of the Personal Data Protection Office. For matters relating to data processing, please contact the Data Protection Officer at iod@ujk.edu.pl or at the Principal's postal address.

Article 3

1. In consideration of the proper performance of the subject matter of the contract referred to in Article 1(1), the Contractor shall receive remuneration in the amount of PLN net + VAT per hour / a lump sum of PLN net + applicable VAT [select as appropriate], not lower than the minimum hourly rate in force on the date of performance of the work, if the provisions on the minimum hourly rate apply to self-employed persons in accordance with Article 8a of the Act of 10 October 2002 on the minimum wage.
2. The Contractor is required to submit a monthly invoice, together with a breakdown of the number of hours actually worked and a description of the work carried out during the calendar month in question, no later than the first working day of the month following the month to which the invoice relates, to the Principal's organisational unit where the contract is being performed.
3. Remuneration shall be paid monthly, following the proper performance of the work and approval of the invoice by the person designated by the Principal, into the Contractor's bank account registered on the VAT taxpayers' list (the so-called 'white list') maintained by

the Head of the National Revenue Administration, within days from the date of delivery of a correctly issued invoice together with a statement of hours worked. If an invoice or a statement of hours is not submitted by the deadline, payment will be made at the earliest possible payment date following their receipt and approval.

4. The confirmation of the number of hours worked in the statement attached to the bill constitutes the method agreed by the Parties for confirming the number of hours spent on the assignment or the provision of services, to the extent that the provisions on the minimum hourly rate apply to the contract; it does not constitute a record of working hours specific to the employment relationship, nor is it a tool for ensuring the Contractor's employee-based subordination to the Principal.
5. The Principal shall retain documents specifying the method of verifying the number of hours worked and documents confirming the number of hours spent on the assignment or the provision of services for the period required by law, in particular for a period of three years from the date on which the remuneration became due.
6. The Contractor is obliged to provide the Principal with documentation relating to the performance of the contract, in particular reports, statements, materials, data, data carriers and other deliverables, if these have been produced in the course of the contract.
7. The Contractor shall, on his/her own initiative, settle advance payments of income tax and social insurance and health insurance contributions in respect of his/her business activities, in accordance with the declaration attached to this contract. The Contractor is responsible for the correct calculation and settlement of value added tax (VAT).

Article 4

1. In the event of the Contractor's failure to perform or improper performance of the contract, including failure to meet deadlines for the performance of activities, the Principal may terminate the contract with immediate effect on valid grounds. The Contractor is entitled to remuneration for the part of the work that has been properly performed, without prejudice to the Principal's right to claim damages in accordance with general principles.
2. In the event of a failure to meet the deadline, the Contractor shall be liable for any loss suffered by the University in accordance with general principles. Should any errors, defects or omissions be found in the work carried out, the Contractor shall be obliged to rectify them free of charge within the time limit set by the Principal, provided that they resulted from the improper performance of the contract.
3. The Contractor shall pay contractual penalties to the Principal in the following cases and amounts:
 - 1) for any delay in the performance of activities or part thereof beyond the deadline specified in Article 1(1) – in the amount of 0.2% of the net remuneration referred to in Article 3(1) (excluding VAT), for each day of delay commenced, but not exceeding a total of 15% of that remuneration;

- 2) for the termination of the contract with or without notice by the Principal with immediate effect for reasons attributable to the Contractor, including the reasons referred to in paragraph 1 – in the amount of 10% of the net remuneration;
 - 3) for entrusting the performance of activities to a third party without the required consent of the Principal, contrary to Article 2(2) – in the amount of 10% of the net remuneration;
 - 4) for a breach of the duty of confidentiality referred to in Article 6 – in the amount of 10% of the net remuneration for each instance of breach;
 - 5) for any delay in the handover of the documentation, data, carriers or other deliverables referred to in Article 3(6) – in the amount of 0.2% of the net remuneration for each day of delay or part thereof, but not exceeding a total of 10% of that remuneration.
4. The total amount of contractual penalties calculated under this contract shall not exceed 30% of the net remuneration referred to in Article 3(1).
 5. The Principal may, in accordance with general principles, claim damages in excess of the amount of the contractual penalties stipulated, up to the amount of the actual loss incurred (Article 484(1), second sentence, of the Civil Code).
 6. The Principal is entitled to set off the contractual penalties charged against the Contractor's remuneration, following a prior demand for payment and calculation thereof. The Contractor shall pay the contractual penalty not subject to set-off within 14 days of the date of delivery of the demand for payment, together with the debit note.
 7. The contractual penalties provided for, in particular the penalty for delay and the penalty in the event of termination of the contract with or without notice, shall remain in force and may be enforced even after the termination of or withdrawal from the contract.

Article 5

1. If the Contractor is unable to commence, continue or complete the assignment within the agreed timeframe, he/she shall immediately inform the contact person specified in paragraph 2 of the obstacle that has arisen and the anticipated impact of that obstacle on the performance of the contract.
2. The contact person on behalf of the Principal for the purposes of this contract is:

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(first name and surname, contact telephone number, email address)

Article 6

The Contractor undertakes to keep confidential any information obtained in connection with the performance of the contract, in particular information relating to scientific research, the project, research results, data, documentation, know-how, infrastructure, the Principal's work organisation, and information not disclosed to the public, both during the term of the contract and after its termination. If, as a result of the performance of the contract, creative works or other intangible assets subject to legal protection are created, the Parties shall set out the

rules governing their acceptance, use and the transfer of rights or the granting of licences in a separate contract in accordance with Article 41 et seq. of the Act of 4 February 1994 on Copyright and Related Rights.

Article 7

- 1. Amendments to this contract must be made in writing to be valid, unless the contract expressly permits a documentary or electronic form for the relevant action.
- 2. In matters not covered by this contract, the provisions of the Civil Code, the Minimum Wage Act, to the extent applicable, and the tax, social insurance and data protection regulations shall apply.

Article 8

Any disputes arising from this contract shall be settled by the ordinary court with jurisdiction over the Principal’s registered office, unless otherwise provided for by mandatory provisions of law.

Article 9

This contract has been drawn up in three identical copies, one of which is to be retained by the Contractor and the other two by the Principal. Where the contract is concluded in electronic form, the requirement regarding the number of copies does not apply, and each Party shall receive an electronic copy bearing qualified electronic signatures.

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Principal

Contractor

Request number (request for the allocation of funds):