

CONTRACT OF MANDATE WITH A SELF-EMPLOYED PERSON

NO.

concluded on in Kielce, between the Jan Kochanowski University in Kielce, represented by:

.....

hereinafter referred to as the **Principal**

and Ms./Mrs./Mr. residing in

..... conducting business under
company name,

address Taxpayer Identification Number (NIP)

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.
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.
7. 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.

§ 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 invoice, 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 working hours of the order performance and deliver it on each first business day of the following month to the registered office of the organizational unit of the Principal, where the order is performed.
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, on the basis of an invoice 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 invoice 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 invoice 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 order.
6. The Contractor shall pay the Social Security contributions and taxes due on their own, as part of their business activity — in accordance with the submitted declaration attached 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 work, 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

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

§ 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.

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Principal

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Contractor