

CONTRACT FOR SPECIFIC WORK No.

concluded in Kielce on 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 referred to as the 'the Contracting Authority',

and

Ms/Mr, residing in, PESEL, email address:, telephone No.:, hereinafter referred to as 'the Contractor',

with the following wording:

Article 1

The Contracting Authority commissions, and the Contractor undertakes to carry out, the work consisting in: [describe specifically the individualised result of the work and the characteristics that allow its existence and properties to be verified].

Article 2

1. The Contractor declares that he/she possesses the necessary qualifications to ensure that the work covered by the contract is carried out to the highest standard, with due care and diligence, in accordance with the relevant standards and norms, so that the contract is performed in accordance with the purpose for which it was concluded.
2. The Contractor is obliged to carry out the work personally. The subcontracting of the work, in whole or in part, to a third party requires the prior consent of the Contracting Authority, expressed in writing or in a documented form. The Contractor shall be liable for the acts and omissions of any third party in accordance with the provisions of the Civil Code.

Article 3

1. Work will commence on
2. The Parties agree that the deadline for completion of the work shall be
3. If the Contractor is unable to commence, continue or complete the work within the agreed timeframe, the Contractor shall immediately inform the Contracting Authority of the obstacle and the anticipated impact of that obstacle on the performance of the contract.
4. In the case referred to in paragraph 3, the Contracting Authority, notwithstanding the rights arising from Articles 635 and 636(1) of the Civil Code, is entitled to:
 - (a) withdraw from the contract,
 - (b) subcontract the performance of the work to another contractor at the Contractor's expense and risk,
 - (c) change the deadline for completion of the work.
5. The Contracting Authority shall notify the Contractor of its decision without delay.

Article 4

1. The work will be accepted at the location specified by the Contracting Authority, on the basis of a handover report signed by persons authorised by the Parties.
2. The contact person on behalf of the Contracting Authority for the purposes of this contract is:
(first name and surname, contact telephone number, email address)

Article 5

1. In consideration of the work performed, the Contractor shall receive the sum of PLN gross, in words: Polish zlotys.
2. The remuneration specified in paragraph 1 is a lump-sum remuneration within the meaning of Article 632(1) of the Civil Code and covers all the activities specified in paragraph 1 of the contract, as well as all expenses incurred by the Contractor in connection with the performance of the contract.
3. The remuneration shall be paid by bank transfer:
 - (a) upon acceptance of the completed work or a part thereof, if the contract provides for partial acceptance;
 - (b) upon submission of a correctly issued bill accepted by the Contracting Authority;
 - (c) within 30 days of receipt of a correctly issued bill, to the bank account specified by the Contractor.

4. The Contracting Authority shall make statutory deductions from the remuneration referred to in paragraph 1, in particular advance payment of personal income tax, to the extent required by the applicable regulations and the declarations submitted by the Contractor.
5. The bill template constitutes Appendix 2 to the contract.

Article 6

If the Contractor performs the work in a defective manner or in breach of the contract, the Contracting Authority may exercise the rights set out in Article 636(1) of the Civil Code. Should any defects be found in the work accepted, the Contracting Authority shall be entitled to exercise its rights under the statutory warranty in accordance with the provisions of Article 638 et seq. of the Civil Code

Article 7

1. The Contractor shall pay contractual penalties to the Contracting Authority in the following cases and amounts:
 - 1) for any delay in the performance or delivery of the work beyond the deadline specified in Article 3(2) – in the amount of 0.2% of the gross contractual remuneration referred to in Article 5(1) for each day of delay or part thereof, but not exceeding a total of 15% of that remuneration;
 - 2) for any delay in rectifying defects identified at the time of acceptance or during the warranty period, within the time limit set by the Contracting Authority – in the amount of 0.2% of the gross contractual remuneration for each day of delay commenced, but not exceeding a total of 10% of that remuneration;
 - 3) in the event of the Contracting Authority terminating the contract for reasons attributable to the Contractor – in the amount of 10% of the gross contractual remuneration;
 - 4) for entrusting the performance of the work to a third party without the required consent of the Contracting Authority, contrary to Article 2(2) – in the amount of 10% of the gross contractual remuneration.
2. The total amount of contractual penalties calculated under this contract shall not exceed 30% of the gross contractual remuneration referred to in Article 5(1).
3. The Contracting Authority 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).
4. The Contracting Authority is entitled to set off the contractual penalties charged against the Contractor's remuneration, following a prior demand for payment and calculation thereof, subject to the mandatory provisions restricting deductions from remuneration. 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.

5. The contractual penalties provided for, in particular the penalty for delay and the penalty in the event of withdrawal from the contract, shall remain in force and may be enforced even after withdrawal from the contract.

Article 8

1. The Contractor declares that the activities covered by this contract are not carried out by him/her as part of his/her business activities within the meaning of the Act of 6 March 2018 – Entrepreneurs’ Law (Journal of Laws of 2025, item 1480, as amended), unless the Parties expressly agree otherwise in a separate contract.
2. The Contractor undertakes to inform the Contracting Authority immediately, and no later than within 7 days of the change, of any change in the circumstances referred to in paragraph 1, in particular of the commencement of business activities relating to the subject matter of the contract.

Article 9

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, insurance, 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, HR and payroll, 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 Contracting Authority’s postal address.

Article 10

Any 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. In any matters not covered by this contract, the provisions of the Civil Code shall apply.

Article 11

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

Article 12

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 Contracting Authority. 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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Contracting Authority

Contractor

Request number (request for the allocation of funds):

THIS DECLARATION IS TO BE COMPLETED ONLY BY PERSONS WHO ARE NOT EMPLOYED BY THE UNIVERSITY UNDER AN EMPLOYMENT CONTRACT

DECLARATION relating to the contract for specific work

No. concluded on

Surname and first name
..... Date of birth- Telephone number e-mail
PESEL, NIP (Tax Identification Number)

My tax identification number is my PESEL / NIP*

Tax office

Nationality Passport No.

(applies to foreign nationals)

I am a resident (full tax liability) / non-resident (limited tax liability)*

Address of residence

Locality Street
..... House/flat number Postcode
..... Post office Municipality
..... District Voivodship
.....

Mailing address (if different from residence address):

Locality Street
..... House/flat number Postcode
..... Post office Municipality
..... District
Voivodship.....

I hereby declare that the above information is true and accurate, and I undertake to notify the Contracting Authority in writing of any changes to the content of this declaration without delay, and no later than before the date of payment of the remuneration due under the contract.

.....
(date and signature of the person making the declaration)

* delete as appropriate

....., on

.....

(first name and surname)

PESEL

BILL

to contract for specific work No. dated

Jan Kochanowski University of Kielce, ul. Żeromskiego 5, for the performance of the work covered by the above-mentioned contract:

.....
.....

Gross amount due: (in words PLN:)

The issuer of the bill authorises the Contracting Authority to transfer the amount due under the contract to the bank account

No

.....
(signature of the Contractor)

The work was accepted by

.....

(date and signature of the authorised person)

Cost centre:

Project number:

WOR no.:

Type of costs: direct / indirect

.....

(date and signature of the Coordinating Unit's employee)

Formally and accountancy-wise checked

(date and signature of the Payroll

Department employee)

I approve the payment of the gross amount of PLN..... (in words:
..... Polish zlotys)

....., on

.....

Bursar (Quaestor)

....., on

.....

(Chancellor/Rector)