



## **MATERIAL PROVISIONS OF THE CONTRACT**

**(The contracting authority reserves the right to clarify the general conditions of the contract at the contract formation stage).**

.....  
(stamp of organisational unit)

**Source of funding:.....**

**CONTRACT No. DZP.372.....2021**

On ..... an agreement was concluded between:

**Cardinal Stefan Wyszyński University in Warsaw, ul. Dewajtis 5**

.....  
.....  
**hereinafter referred to as "the Ordering Party"**

a .....  
(fill in printed form - title / degree, first names, surname)

.....  
(address of residence )

**hereinafter referred to as the "Contractor"**

This agreement is entered into on the basis of the offer accepted by the Purchaser of ..... in the proceedings for the award of a public contract conducted in basic mode without negotiations pursuant to Article 275 Item 1 of the Public Procurement Law of 11 September 2019 (Journal of Laws of 2019, Item 2019, as amended), hereinafter referred to as the Act.

Case sign: DZP.370.....2021

### § 1

1. the subject of the contract is: conducting lectures/exercises/.....  
about .....  
in number of hours ..... in dates .....  
no later **than 30.06.2022.**

A detailed description of the subject matter of the contract is set out in Annex 1 to this contract.

(2) The Awarding Entity and the Economic Operator shall be obliged to cooperate in the performance of the public procurement contract in order to properly perform the contract.

(3) Contractors performing the contract jointly shall be jointly and severally liable for performance of the contract and payment of the performance bond.

### § 2



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1. The order will be executed based on the Purchaser's equipment.
2. The Customer shall be liable to third parties for ensuring the conditions and proper organisation and performance of the contract referred to in § 1 .

### § 3

1. The Ordering Party, pursuant to the Act on Personal Data Protection (*i.e. Journal of Laws of 2019, Item 1781, as amended*), hereinafter referred to as the Act, entrusts personal data to the Contractor, within the scope and timeframe specified in this Agreement. The entrusted data fall within the scope of the Employer's personal data file.
2. The Parties are obliged to comply with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council 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), hereinafter referred to as RODO.
3. Taking into account the nature, scope, context and purposes of the processing and the risk of infringement of the rights or freedoms of natural persons of varying probability and seriousness, the Contractor shall ensure that appropriate technical and organisational measures are in place for the processing to be carried out in accordance with the RODO Regulation and to be able to demonstrate this. These measures shall be reviewed as necessary and kept up to date.
4. The Contractor shall be obliged to comply with the provisions of the Act and implementing regulations, and in particular to:
  - a) ensure the confidentiality of information obtained in connection with the performance of this contract and not to disclose such information during the term of this contract and thereafter;
  - b) secure the data against unauthorised access, removal by an unauthorised person, processing in violation of the Act, and alteration, loss, damage or destruction.
5. The Contractor shall be liable for any damage caused to a person as a result of the processing of entrusted personal data which is not in accordance with the contract.
6. The Contractor shall have the right to enquire of the Contracting Authority as to the proper performance of its obligations with respect to the safeguarding of the data entrusted to it under this contract.
7. The Contractor may not entrust the processing of personal data in connection with the execution of this contract, in any form or scope, to third parties without the consent and authorisation of the Contracting Authority.
8. In matters not regulated in this paragraph and concerning the processing of personal data, the provisions of the Personal Data Protection Act and executive acts shall apply.

### § 4

1. Place of performance of the contract of mandate: The professor from abroad will conduct classes on the campuses of the Cardinal Stefan Wyszyński University in Warsaw, i.e. 5 Dewajtis Street in Warsaw and/or 1/3 Wóycickiego Street in Warsaw, or remotely using electronic tools available at UKSW.
2. In connection with the Regulation of the MINISTER OF EDUCATION AND SCIENCE of 25 February 2021 on the temporary restriction of the operation of some entities of the system of higher education and science in connection with the prevention, counteraction and suppression of COVID-19 (Journal of Laws of 2021, Item 363), a remote form of teaching is required until 30.09.2021.
3. In the event of an extension of the restrictions on the operation of certain entities in the higher education and science system in connection with the prevention, counteraction and eradication of COVID-19, the Employer reserves the right to extend the duration of the remote classes.

### § 5

1. Total cost of the service according to the Contractor's offer no..... of..... is ..... PLN.



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2. The parties agree that the remuneration for the Contractor shall amount to ..... PLN gross /according to the following calculations.

number of hours..... x gross rate per hour ..... gross value.....

The Employer shall make appropriate deductions from this remuneration as required by the laws governing social security and income tax.

(3) Remuneration will be paid for each month following confirmation that the work has been carried out, within 14 days of submission of the invoice to the Quaestor - Payroll Department. The number of hours of work will be confirmed by the Contractor on the invoice issued. *The remuneration* will be paid by transfer to the Contractor's bank account.

(4) The Contractor guarantees that the gross remuneration will remain unchanged throughout the duration of the Contract.

The remuneration specified in Item 1 shall satisfy all claims of the Contractor for performance of the subject of the Agreement. Apart from the amount of remuneration specified in Item 1, the Contractor shall not be entitled to any claims against the Principal for performance of the subject of the Agreement.

#### § 6

For the purposes of proper taxation of the income from the conclusion of this agreement, I declare that:

- 1) I present the certificate of residence and request taxation in accordance with the double taxation treaty in force between the Republic of Poland and the state indicated in the certificate in accordance with article 29 paragraph 2 of the Personal Income Tax Act of 26 July 1991 (Journal of Laws 2020, Item 1426),
- 2) I do not present my residence certificate and therefore I request taxation of my income from the aforementioned agreement in accordance with art. 29 par. 1 of the Act of 26 July 1991 on Personal Income Tax (Journal of Laws of 2020, Item 1426), with the consequences of taxation of revenue from the contract of mandate in accordance with the rules in force in Poland.

#### § 7

In order to determine the correct tax treatment of the contract, I declare that

- 1) I do not work in other member state(s) of the EEA and Switzerland, or immediately prior to my employment at UKSW I did not work in another member state.
- 2) I am working in other member state(s) of the EEA and Switzerland, or I was working in another member state immediately prior to my employment at UKSW, and I am aware of the obligation to inform the relevant institution of my country of residence in the field of social security about the fact of taking up employment in another member state (Poland) in order to determine which social security legislation will apply to the revenues from this agreement. I acknowledge that failure to provide a document confirming which social security legislation my income will be subject to by virtue of entering into this agreement will result in an obligation to pay contributions under the rules applicable in Poland. The provision of a document confirming that revenues from the conclusion of this contract will be subject to legislation other than that of Poland - after the payment of remuneration or its part - may entail additional costs (in terms of contributions and interest for late payment of contributions), which will be charged to the contractor.

#### § 8

1. The parties allow the provisions of the concluded agreement to be amended, in particular, in the case of

- 1) the occurrence of circumstances that make it difficult or impossible to perform the contract within the accepted deadline / manner / persons; in connection with the consequence of the COVID-19 pandemic, the parties envisage the possibility of amending the contract to the extent that mutual obligations can be fulfilled.
- 2) decisions issued by the Chief Sanitary Inspector or a state voivodship sanitary inspector acting under his authority, in connection with counteracting COVID-19, imposing on the Contractor the obligation to undertake specific preventive or control activities, the parties provide for the possibility of amending the agreement to the extent enabling the fulfilment of mutual obligations.
- 3) orders issued by governors or decisions issued by the Prime Minister related to counteracting COVID-19, referred to in Article 11(1) and (2) of the Act of 31 March 2020 amending the Act on specific solutions related to preventing, counteracting and combating COVID-19, other infectious diseases and crisis situations caused



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by them and some other acts (Journal of Laws 2020, Item 568), the parties provide for the possibility of amending the agreement to the extent enabling the fulfilment of mutual obligations.

4) Amendments to the contract referred to in Article 455(1)(4) and (2) of PPL shall also be permitted:

- a) The contracting authority shall permit changes in the term of the contract,
- b) The Awarding Authority shall make payment of the remuneration under the terms of § 5 of this contract.

## § 9

The parties agree that:

In the event of failure to exercise due diligence in the performance of the agreement (performance of the agreement inconsistent with its provisions as to quality, quantity, deadline, manner), the Contractor shall pay the Ordering Party a contractual penalty equal to 5% of the gross remuneration indicated in § 5 Item 1 of the Agreement,

In the event of withdrawal from the Agreement due to circumstances for which the Contractor is responsible, the Contractor shall pay the Ordering Party a contractual penalty equal to 10% of the gross remuneration indicated in § 5 Item 1 of the Agreement.

In the event of failure to perform all or part of the subject matter, the Ordering Party shall impose the contractual penalties specified in § 9 sections 1 and 2 of the Agreement in relation to all or part of the contract,

4. In the case of a lecturer and/or exercise leader who was indicated in the Contractor's Offer without the consent of the Ordering Party, the Contractor shall pay the Ordering Party a contractual penalty equal to 5% of the gross remuneration indicated in § 5.1 of the Agreement,

(5) The Purchaser may claim damages in excess of the contractual penalty on general terms.

(6) The Contractor agrees that the Ordering Party may deduct the contractual penalties from the amount due to the Contractor on the basis of a debit note issued by the Ordering Party, subject to Article 15 r(1) of the Act of 2 March 2020 on specific solutions related to preventing, counteracting and combating COVID-19, other infectious diseases and crisis situations caused by them (Journal of Laws Item 374, 567, 568, 695 and 875).

7. the total amount of contractual penalties calculated under the Agreement shall not exceed 20% of the value of the total remuneration specified in the Agreement.

## § 10

1. The Customer may withdraw from the contract:

1) within 30 days from the date of becoming aware of the occurrence of a material change of circumstances resulting in the performance of the agreement not being in the public interest, which could not have been foreseen at the time of concluding the agreement, or further performance of the agreement may endanger the essential interests of national security or public safety;

2) if one or more of the following circumstances apply:

a) the contract has been amended in breach of Articles 454 and 455 of the Act,

(b) the contractor, at the time of conclusion of the contract, was subject to exclusion pursuant to Article 108 of the Act,

(c) The Court of Justice of the European Union has found, under the procedure laid down in Article 258 of the Treaty on the Functioning of the European Union, that the Republic of Poland has failed to fulfil its obligations under the Treaties, Directive 2014/24/EU, Directive 2014/25/EU and Directive 2009/81/EC, on the ground that the contracting authority awarded the contract in breach of European Union law.

(2) In the case referred to in paragraph 1, point 2, letter a, the contracting authority shall withdraw from the contract in the part affected by the amendment.

(3) In the cases referred to in paragraph 1, the contractor may demand only the remuneration due for performance of a part of the agreement.

## § 11

The parties authorise the following for direct, day-to-day agreements concerning the execution of this agreement, but without the authority to make declarations of will resulting in the incurring of obligations:

1. on the part of the Purchaser -



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e-mail :  
2.on the part of the Contractor -  
e-mail :

§ 12

Amendments to the contract must be made in writing otherwise they are null and void.

§ 13

If a dispute arises between the Parties to the Agreement, arising out of or in connection with the Agreement, the Parties undertake to attempt to resolve the dispute through mediation or conciliation. Mediation or Conciliation will be conducted by, respectively, the Permanent Mediators or Permanent Conciliators of the Court of Arbitration at the General Prosecutor's Office of the Republic of Poland in accordance with the Rules of that Court.

Disputes arising during the performance of the contract, the parties undertake to agree amicably in accordance with paragraph 1, and in the absence of such a possibility, they will be settled by a court with jurisdiction over the registered office of the Purchaser,

In matters not regulated by the agreement, the provisions of the Public Procurement Law and the Civil Code shall apply,

§ 14

The Contract has been concluded in three counterparts, one for the Contractor and two for the Purchaser.

*Annexes to the Agreement*

1. *Attachment no. 1 - Contractor's Offer,*
2. *Annex 2 - Description of the Subject Matter of the Order,*
3. *Annex 3 - Model Protocol*
4. *Annex 4 - Specimen Invoice...*

**Contractor :**

**Ordering Party :**

.....  
(signature)

.....  
(stamps and signatures of the persons representing the awarding authority)



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*Annex 3 to the Agreement*

Protocol of Acceptance of the Object of the Agreement No. .... /.....

On ..... in the seat of Cardinal Stefan Wyszyński University in Warsaw,  
ul. Dewajtis 5/ul. Wóycickiego 1/3<sup>1</sup> in Warsaw a representative of the Employer / Principal in the following  
persons:

.....  
.....

have accepted the subject of the contract ... ..... as part of the project  
"University 2.0. Innovative education. Effective management", No. POWR.03.05.00-00-Z230/17, Measure  
3.5 Comprehensive programmes of higher education institutions, Axis III. Higher education  
for economy and development, Operational Programme Knowledge Education Development 2014-2020", co-  
financed by the European Union from the European Social Fund.

The representatives of the Ordering Party stated that in the period..... conducted  
classes titled: ..... comply with the terms and conditions of the Contract and accept  
them on behalf of the Contracting Authority:

1. without reservations \*
2. with reservations \*.

and submitted by the Contractor a VAT invoice/invoice eligible for payment in:

1. full value \* i.e. .... PLN gross (in words: .....):  
..... hours x ..... PLN / hour = ..... PLN

2. incomplete value<sup>2</sup> :

a) because of failure to meet the performance deadline: .....

b) for other reasons:.....

Comments on the work received:.....

Signatures of the Employer's Representatives:

1. ....

2. ....

Signatures of the Contractor's Representatives:

1. ....

2. ....

1 Delete as appropriate

2\* Tick as appropriate





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Annex 4 to the

Agreement

**MODEL BILL /  
THE MODEL OF INVOICE**

.....  
(title / degree, first names, surname)  
(title / academic degree, name(s), surname)

.....  
(stamp of organisational unit)  
(stamp of the organisational unit)

**INVOICE no. .... / ..... for the period / for the period .....**

For the work performed in accordance with the contract of mandate no. .... / ..... / ..... of .....  
For the work performed according to the contract of mandate no/ of (date)

for the amount of PLN gross/ in the amount of ..... (in words:.....)

.....  
(enter the amount from § 5 Item 2) / the amount from § 5 Item 2 /

According to the following calculations / (Based on the following calculations):

number of hours/number of hours.....x gross hourly rate/ hourly rate gross.....

.....  
(place, day, month, year)  
(City, Day - Month - Year)

.....  
(signature of the bill issuer)  
(signature of the invoice issuer)

**Payable by the Funds:** .....

.....  
(signature, name stamp of the person accepting the work)  
(signature and name stamp of the person receiving the work)

**I hereby approve for processing. / I hereby approve this invoice for further processing.**

.....  
(place, day, month, year)  
(City, Day - Month - Year)

.....  
(signature, name stamp of the Dean)  
or head of organisational unit)  
(signature and name stamp of the Dean or  
the head of the organizational unit)

**Formally and financially checked. I confirm the financing from the above-mentioned funds. / The invoice has been verified with regards to the formal and computational aspects. I hereby approve the payment with the above mentioned means.**

COST POSTING and AMOUNT / COST POSTING and AMOUNT .....

.....  
(Budgeting and Controlling Unit, date and signature)

.....  
(Department of Budgeting and Controlling, date and signature)

**I hereby approve this invoice for further processing.**

.....  
Quaestor / Bursar

.....  
Chancellor



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**Date of receipt in the Payroll Department**  
*Date of receipt in the Payroll Department.....*



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