



Item 226

**REGULATION NO. 82
OF RECTOR OF THE UNIVERSITY OF WARSAW**

of 1 August 2019

on civil law contracts

Pursuant to Article 23 Clause 2 Sub-Clause 2 of the Higher Education and Science Act 20 July 2018 (Dz. U. – Journal of Laws Item 1668 as amended), it is hereby ordered as follows:

Section 1

1. The Regulation determines:

- 1) specimens of certain civil law contracts;
- 2) rules of preparation of draft civil law contracts;
- 3) rules of entering into civil law contracts.

2. Specimens of the following civil law contracts are hereby introduced:

- 1) mandate contract entered into with a natural person who is not engaged in an economic activity, comprising Appendix no. 1 to the Regulation;
- 2) mandate contract entered into with a natural person, a legal person or an organisational unit without legal personality who is engaged in an economic activity, comprising Appendix no. 2 to the Regulation;
- 3) mandate contract to conduct academic classes, entered into with a natural person who is not engaged in an economic activity, comprising Appendix no. 3 to the Regulation;
- 4) mandate contract to conduct academic classes, entered into with a natural person, a legal person or an organisational unit without legal personality who is engaged in an economic activity, comprising Appendix no. 4 to the Regulation;
- 5) specific work contract entered into with a natural person who is not engaged in an economic activity, comprising Appendix no. 5 to the Regulation;
- 6) specific work contract entered into with a natural person, a legal person or an organisational unit without legal personality who is engaged in an economic activity, comprising Appendix no. 6 to the Regulation;
- 7) mandate contract including transfer of copyrights, entered into with a natural person who is not engaged in an economic activity, comprising Appendix no. 7 to the Regulation;

- 8) specific work contract including transfer of copyrights, entered into with a natural person, a legal person or an organisational unit without legal personality who is engaged in an economic activity, comprising Appendix no. 8 to the Regulation;
- 9) personal data processing agreement, comprising Appendix no. 9 to the Regulation.

3. The Regulation is without prejudice to provisions of Regulation no. 22 of Rector of the University of Warsaw of 16 June 2014 on the University of Warsaw's procedures, rules and forms of awarding public procurement contracts for services, supplies and construction works (UW Monitor of 2014, Item 122 as amended).

4. Whenever this Regulation refers to:

- 1) an organisational unit of the University of Warsaw, it means the organisational unit of the University referred to in Section 11 Clause 1 of the Statute of the University of Warsaw;
- 2) a draft contract, it means a written proposal of a civil law contract prepared in respect of its factual content;
- 3) a specimen contract, it means a specimen civil law contract comprising an appendix to this Regulation.

Section 2

A civil law contract should be drawn up in a manner that is conformity with the rule of legality, economy, purpose and reliability of expending financial resources and the protection of interests of the University of Warsaw, hereinafter referred to as "UW."

Section 3

1. A draft contract must receive:

- 1) an opinion of UW's legal advisor in respect of its formal and legal content, subject to Clauses 6 and 8; and
- 2) a financial approval by Bursar, Deputy Bursar or Bursar's Representative.

2. In respect of entering into contracts with a person that resides or has its registered office outside the Republic of Poland, a certificate of residence must be attached to the contract.

3. A draft contract submitted to receive an opinion of UW's legal advisor or an approval by Bursar, Deputy Bursar or Bursar's Representative should identify the person responsible for its preparation or content-related agreement, and should be initialled by that person.

4. A draft contract is submitted to receive an opinion of UW's Legal Office, and is also sent to the email address of the Legal Office as a DOC or DOCX file.

5. A draft personal data processing agreement in respect of which UW is the data controller must receive an opinion of Data Protection Officer, subject to Clause 6.

6. A draft contract does not receive an opinion of UW's legal advisor or Data Protection Officer if it has been prepared in accordance with the specimen contract comprising an appendix to the Regulation. A draft contract prepared in accordance with the specimen contract referred to in the preceding sentence includes the designation of the specimen contract based on which it has been drawn up.

7. If a draft civil law contract provides for a deviation from the specimen referred to in Section 1 Clause 2, provisions of Clause 6 will not apply.

8. If a draft contract provides for its submission to foreign law, UW's legal adviser will shall notify of the governing law applicable to the relevant legal action.

Section 4

1. A UW's organisational unit competent in respect of the relevant civil law contract is responsible for:

- 1) preparing or agreeing a draft contract;
- 2) obtaining necessary approvals, opinions and positions.

2. Manager of the UW's organisational unit referred to in Clause 1 and an employee appointed by the manager to prepare or agree a draft civil law contract are responsible for preparing or agreeing the draft.

3. If a civil law contract is entered into to implement a research project or provide services related to such a project, a draft contract must be prepared by the research project's manager. Provisions of Clauses 1 and 2 apply mutatis mutandis.

4. In a particularly justified case, a draft contract may be prepared in cooperation with the Legal Office after prior agreement with manager of the Legal Office.

Section 5

1. A draft contract is submitted for signature together with all the required approvals, opinions and positions.

2. The date of entering into a contract may not be later than the date of commencement of its performance.

3. A civil law contract is drawn up in at least three copies, including:
- 1) one for the party with which UW enters into the contract;
 - 2) two for UW.

4. One of the two copies of the signed contract intended for UW is kept in UW's organisational unit referred to in Section 4 Clause 1, whereas the other is provided to the Financial Services.

5. A scan of a civil law contract to provide legal assistance to UW is sent in as a PDF file to the Legal Office.

6. A scan of a personal data processing agreement is sent as a PDF file to Data Protection Officer.

7. The permits, opinions and positions referred to in Clause 1 are attached to one of the copies of the contract intended for UW, to be provided to the Financial Services.

8. On a case-by-case basis, a mandate contract or a specific work contract, entered into with a natural person who is not engaged in an economic activity, should be submitted to the Financial Services together with filled-out application forms of the insured person, e.g. ZUS ZUA, ZUS ZZA and ZUS ZWUA (if required).

9. Each specific work contract performed in stages should be attached with a detailed schedule of work to be performed as part of each stage.

10. For a period of 5 years after the end of the year in which the relevant civil law contract has been completed or for a period resulting from the signed civil law contract, UW's organisational unit keeps the following documents:

- 1) deliverables recorded in the form specified in an acceptance or receipt certificate, suitable for archiving;
- 2) originals of other documents, if the obligation to keep them arises from signed contracts.

Section 6

1. Rector and the persons holding Rector's powers of attorney are authorised to enter into civil law contracts on UW's behalf.

2. A civil law contract must not be entered into on UW's behalf by a person who has direct or secondary relationship by blood or marriage with the other party to the contract, or who is related to the other party by adoption, guardianship or custody. A civil law contract must also not be entered into on UW's behalf by a person who has permanent business relationships or an employment relationship with the other party to the contract, except in a particularly justified case with Rector's written consent.

3. Provisions of Clause 2 applies mutatis mutandis to persons accepting the subject matter of a civil law contract on UW's behalf.

Section 7

1. It is permitted to enter into a civil law contract with UW's employee, taking into consideration provisions of Article 22 Clause 1 and Clause 1₂ of the Labour Code of 26 June 1974 (Dz.U. – Journal of Laws 2018 Item 917 as amended).

2. A draft civil law contract entered into with UW's employee should include this employee's declaration that the subject matter of the contract will be performed outside the applicable working time and outside the scope of obligations under the employment relationship.

3. It is not permitted to enter into civil law contracts to provide services or complete work with UW's employees who are on sick leaves or convalescence leaves.

4. It is permitted to enter into civil law contracts with academic staff members who are UW's employees, employed in didactic/teaching or in research and didactic/teaching positions, whose subject matter is to teach academic classes only with Rector's written consent, provided that the subject matter of such contracts may only include activities different from the type of work entrusted to the relevant employee under the employment relationship.

5. The subject matter of the civil law contracts referred to in Clause 4 may include teaching of academic classes as part of post-graduate studies, courses and training, provided that this done outside the obligatory teaching hours, in which case entering into such a contract does not require Rector's consent.

Section 8

1. Entering into a civil law contract whose subject matter is to provide legal assistance to US required Rector's consent on a case-by-case basis.
2. The request for Rector's consent to entering into the contract referred to in Clause 1 includes:
 - 1) the justification of the purpose of the contract;
 - 2) the proposed procedure to enter into the contract.
3. The request referred to in Clause 2 should be accompanied with:
 - 1) a draft contract;
 - 2) an opinion of UW's Legal Office in respect of the draft contract.
4. In particularly justified cases, it is permitted, with Rector's written consent, to enter into a civil law contract whose subject matter is to provide legal assistance to US without applying provisions of Clauses 1 to 3.

Section 9

The Regulation becomes effective on the date of signing.

Rector of the University of Warsaw: *M. Pałys*