

[Translation of] Specimen 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

.....
(stamp of the unit who is the principal)

Financed from funds of
(PSP component) (Order number in SAP)

[Translation of] SPECIFIC WORK CONTRACT

no.
(successive contract no./UW's organisation unit code/year)

entered into on.....in Warsaw by and between:

the University of Warsaw, with its registered office in Warsaw, ul. Krakowskie Przedmieście 26/28, 00-927 Warsaw, NIP (Tax ID No.) 525-001-12-66, REGON (Statistical ID No.) 000001258, represented by

..... ,
(first name and surname) (position)

acting under a power of attorney granted by Rector of the University of Warsaw on, hereinafter referred to as the "**Principal**,"

and (fill out and delete as appropriate)

┌ , usual address:
(first name and surname)

..... ,
NIP (Tax ID No.), REGON (Statistical ID No.)
....., engaged in an economic activity under the name¹
A printout from the Central Register and Information on Economic Activity comprises an appendix to this contract,

┌ usual address:
(first name and surname)

¹ Data of the party that is a natural person engaged in an economic activity.
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

.....NIP (Tax ID No.)
REGON (Statistical ID No.), andusual address:
.....

(first name and surname)

..... NIP (Tax ID No.) REGON (Statistical ID No.),
engaged in an economic activity in the form of a civil law partnership under the name
....., in, NIP (Tax ID No.) ,
REGON (Statistical ID No.),²represented by,
(first name and surname)

Printouts from the Central Register and Information on Economic Activity concerning the partner to the civil law partnership comprise appendixes to this contract.

└ with its registered office in
..... ,
entered by the District Court to
the Register of Businesses of the National Court Register (KRS) with no.....,
NIP (Tax ID No.).....,
represented by.....,
(first name and surname) (function)

based on an extract from the above-mentioned National Court Register/extract from the National Court Register and power of attorney. comprising appendix(es) to this contract³,

hereinafter referred to as the “**Agent**,”

hereinafter individually referred to as “**Party**” and jointly as “**Parties**,”
worded as follows:

Section 1 Subject matter of the Contract

1. Under this contract, hereinafter referred to as the “**Contract**,” the Principal orders, whereas the Agent agrees to perform the following specific work:
.....
....., hereinafter referred to as the “**Work**.”
2. Detailed requirements to be complied with by the Work are set out in the Scope of Work, attached as Appendix no. 1 to the Contract⁴.

Section 2 Manner of Work Performance

1. The Agent undertakes to perform his/her obligations under the Contract with the utmost diligence and in a manner consistent with applicable legal provisions.

² Data concerning contractors who engage in an economic activity as part of a civil law partnership.

³ Data on the party that is a legal person or an organisational unit without legal personality.

⁴ If the Work is exhaustively described in Section 1 Clause 1, Section 1 Clause 2 may be deleted and the Scope of Work does not need to be attached.

- The Agent represents that he/she has the knowledge, qualifications and experience necessary for the proper performance of the subject matter of the Contract.
2. The Agent represents that he/she is not a party to any legal relationship that would limit or prevent the Agent from the proper performance of the Contract, in particular that the performance of the Contract by the Agent does not require the prior consent of any third party.
 3. The Agent represents that the Work created in connection with the performance of the Contract will not violate legal provisions or third-party rights, and undertakes to pay for all the damage suffered by the Principal if this representation is untrue.
 4. The Agent must provide, at the Principal's request, information on the progress of the Work performance and enable the Principal to monitor the correct performance of the Work.
 5. If the Agent performs the Works in a defective manner or in a manner that is contrary to the Contract, the Principal may demand that the Agent change the manner of performance, and may set a relevant date to this purpose. After an ineffective expiry of the deadline, the Principal may rescind this Contract or entrust the correction or further performance of the Work to another person at the Agent's expense and risk.
 6. The Agent represents that the Work will be free from any defects.

Section 3 Date and Place of Work Delivery

1. The Work will be performed between and
(day, month, year) (day, month, year)
2. The Agent must complete and deliver to the Work, free from any defects, to the Principal (mark as appropriate):
 - ┆ in full on (insert date)
 - ┆ in stages within the following deadlines (specify what will be performed in each stage and the performance schedule):
 - Stage 1:
 - Stage 2:
 -
3. The Work will be delivered (mark as appropriate):
 - ┆ in the registered office of the Principal,
 - ┆ at the premises of the Agent,
 - ┆ elsewhere (specify):

Section 4 Work Acceptance

1. The person authorised to evaluate and accept the Work on behalf of the Principal will be
(first name and surname, position)

2. Within (specify the number of days) days starting from the date of delivery of the Work by the Agent, the Principal will:
 - 1) accept the Work without any reservations, or
 - 2) refuse to accept the defective Work, indicating discovered defects to the Agent,

– and the Parties will draw up a Work Acceptance Certificate, the specimen of which comprises Appendix no. 2 to the Contract.
3. By refusing to accept a defective Work, the Principal has the right to:
 - 1) demand that the defect be removed and that the corrected Work be delivered to the Principal within not more than (specify the number of days) days, after the date of drawing up the Work Acceptance Certificate,
 - 2) rescind the Contract if it is unlikely that the Agent will be able to complete and deliver the corrected Work within the deadline set out in Section 3 Clause 1 of the Contract.
4. Provisions of Clauses 1 to 3 apply mutatis mutandis to the acceptance of the Work performed in stages and to the subsequent acceptance of the corrected Work by the Principal, in accordance with provisions of Clause 3.

Section 5 Delay

- 1 If the Agent delays with starting or completing the Work so much that it is unlikely that the Agent will be able to complete it within the deadline set out in Section 3 Clause 1 of the Contract, the Principal may rescind the Contract even before the expiry of this deadline, without having to determine an additional period of time.
- 2 For each day of delay in the delivery of the Work or removal of its defects, the Agent undertakes to pay to the Principal liquidated damages amounting to % of the gross remuneration referred to in Section 7 Clause 1 of the Contract, payable within 7 days after the request for payment of the liquidated damages is served.
- 3 Regardless of charging the liquidated damages, the Principal may determine additional deadline of (specify the number of days) days to the Agent to deliver the Work or remove its defects under pain of rescinding the Contract, and may, after the ineffective expiry of the additional deadline, rescind the Contract.
- 4 The Principal has the right to claim compensation exceeding the stipulated liquidated damages.
- 5 The Agent agrees to have the liquidated damages deducted from the remuneration due to him/her.

Section 6 Statutory Warranty

If the Work has a defect, the Principal has the right to demand either that the defect be removed, that the Agent's remuneration be reduced, or it may rescind the Contract, in accordance with principles set forth in the Civil Code.

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

BP May 2019

Section 7 Remuneration

1. For the proper performance of the Contract, the Agent has the right to fixed-rate gross remuneration in the total amount of PLN (in words:) gross.
2. The Parties unanimously agree that the amount of the remuneration referred to in Clause 1 will constitute the Principal's entire liability to the Agent in relation to the performance of the subject matter of the Contract.
3. The Agent undertakes to issue and deliver a bill or invoice to the Principal within 30 days after the date of the Work acceptance by the Principal.
4. The Remuneration will be paid by a transfer, to the bank account, no. within 30 days after the date of provision of a correctly issued bill or invoice.
5. If the Work is received in stages, the Agent has the right to the remuneration for the proper performance of the Contract for each stage of the Work completion, after its acceptance, amounting to:
 - 1) part 1: PLN(in words:) gross;
 - 2) part 2: PLN(in words:) gross;
 - 3)Provisions of Clauses 3 to 4 apply mutatis mutandis.

Section 8 Processing of Personal Data⁵

1. The Agent's personal data, set out herein, are processed in accordance with Regulation (EC) No 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).
2. Information on the processing of personal data is available at: www.odo.uw.edu.pl/obowiazek-informacyjny/.
3. The Agent hereby confirms that he/she has read and understands the information on the processing of personal data.

Section 9 Final Provisions

1. All appendixes to the Contract form integral parts hereof.
2. All amendments hereto as well as the dissolution or rescission hereof must be made in writing, otherwise null and void.
3. Without the Principal's written consent, the Agent must not assign upon third parties any receivables under the Contract, or set off his/her receivables against the Principal's receivables under the Contract.
4. In matters not regulated herein, provisions of the Civil Code of 23 April 1964 apply.

⁵ Delete if the Agent is not a natural person.

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

5. Parties hereto must first attempt to resolve all disputes in connection with this contract in an amicable manner. If they fail in their attempt, such disputes will be settled by the court having jurisdiction over the registered office of the Principal.
6. The Contract has been entered into pursuant to the procedure provided for in Article of the Public Procurement Law of 29 January 2004.
7. This Contract has been drawn up in three counterparts, two for the Principal and one for the Agent.

Appendixes to the contract:

- 1) Appendix no. 1 – Scope of Work (delete if not applicable);
- 2) Appendix no. 2 – Specimen Work Acceptance Certificate.

Agent

Principal

Bursar/Deputy Bursar/Bursar's Representative

PLEASE NOTE:

This is the translation of the specimen contract.

The binding contract is concluded in Polish.

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

BP May 2019