

[Translation of]

**Specimen 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**

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

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

**MANDATE 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 ....., acting under a power of attorney granted by Rector of the University of Warsaw on ....., hereinafter referred to as **“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 name.....<sup>1</sup>  
A printout from the Central Register and Information on Economic Activity comprises an appendix to this contract,  
└ ..... usual address: .....  
(first name and surname)  
.....NIP (Tax ID No.) .....  
REGON (Statistical ID No.) ....., and .....usual address: .....  
(first name and surname)

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

.....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.) .....<sup>2</sup> represented 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 contract<sup>3</sup>, hereinafter referred to as “**Agent**,” hereinafter individually referred to as “**Party**” and jointly as “**Parties**,” worded as follows:

### Section 1

The Principal orders, whereas the Agent agrees to perform the following tasks:

- 1) .....
- 2) .....
- .....

- hereinafter referred to as the “**Mandate**.”

### Section 2

1. The Mandate will be performed between ..... and .....  
(delete as appropriate): (day, month, year) (day, month, year)
  - 1) in the registered office of the **Principal**;
  - 2) in the place of business of the **Principal**;
  - 3) at the premises of the **Agent**;
  - 4) elsewhere (specify): .....
2. The Agent undertakes to perform the Mandate with due diligence.

### Section 3

1. For the performed Mandate, the Parties agree that the Agent will receive the following gross remuneration, payable monthly at the contractual hourly rate (1 hour = 60 minutes): PLN ..... (in words: ..... zloty).  
.....

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

<sup>3</sup> Data on the party that is a legal person or an organisational unit without legal personality who is engaged in an economic activity.

2. The maximum number of hours for Mandate performance will not exceed ..... hours (in words:.....).
3. The maximum gross remuneration due to the Agent for the performance of the Mandate will not exceed PLN ..... (in words:.....), being the product of the contractual hourly rate referred to in Clause 1 and the maximum number of the hours referred to in Clause 2.
4. The Principal reserves the right to not use the limit of hours set out in Clause 2.
5. The Parties agree that the Agent will not be entitled to any claims if the Principal does not use the limit of hours.
  
6. The remuneration will be paid under a bill or invoice issued by the Agent. In the case of contracts entered for a period exceeding more than 1 month, the remuneration will be paid at least once a month.
7. The bill or invoice referred to in Clause 6 includes, in particular, the actual number of hours of the Mandate performance determined by the Principal in a given month, confirmed by the person referred to in Section 4 Clause 1.
8. In the case of delay in provision of the information on the number of hours of the Mandate performance, the Principal will withhold the payment of the remuneration until the information is received.
9. If the Agent fails to provide the bill or invoice, only the Agent will bear consequences of a delayed payment.
10. The remuneration will be paid by a bank transfer to the bank account of the Agent, bank account no. ....
11. 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.
12. Apart from the remuneration referred to in Clause 1, the Principal *undertakes/does not undertake to* (delete as appropriate) pay the following if directly related to the Mandate and approved by the Principal (delete as appropriate):
  - 1) travel expenses;
  - 2) documented accommodation costs;
  - 3) flat-rate accommodation costs;
  - 4) subsistence allowances;
  - 5) costs of visas;
 – in an amount not exceeding the rates resulting from legal regulations containing rules of settlement, amounts and conditions of determining amounts due to a person employed in a state or local government budget unit for business travel. The Principal may pay the above-mentioned costs only after all the forms applied by the Principal have been filled out and after documents confirming the relevant expenses have been submitted.
  
13. The Agent bears costs of completing the Mandate. If ordered activities are performed in the registered office of the Principal, costs related to completing the Mandate will be borne by the Principal.
14. In the event of dissolution or termination of the contract before the expiry of the term set out in Section 2 Clause 1 due to circumstances not attributable to the Agent, the Agent will have the right to remuneration for the hours of the Mandate actually worked and accepted by the Principal without reservations.

#### **Section 4**

1. The Principal authorises the following to receive the completed Mandate: .....  
(first name and surname, position)
2. The Mandate is deemed to have been accepted without any reservations upon the confirmation of the Mandate completion by the person referred to in Clause 1, on the bill or invoice issued by the Agent.

#### **Section 5**

1. In the case of improper performance of the Mandate, the Agent will pay to the Principal liquidated damages of ..... % of the gross remuneration set out in Section 3 Clause 3, for each case of improper performance of the contract.
2. The Principal may claim from the Agent compensation that exceeds the stipulated liquidated damages, on general principles.
3. The Agent agrees to have the liquidated damages deducted from the remuneration due to him/her, without having to receive a separate request for payment.
4. In the case of the Agent's non-performance of the Mandate, the Principal has the right to terminate the contract with immediate effect. In this event, the Agent will pay to the Principal liquidated damages of ..... % of the gross remuneration set out in Section 3 Clause 3 subject to provisions of Clauses 2 and 3.

#### **Section 6<sup>4</sup>**

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/](http://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 7**

The contract may be terminated by either party with a ..... -day/week (delete as appropriate) period of notice or dissolved by mutual agreement of the parties.

#### **Section 8**

The Agent bears the liability to third parties for the performance of activities under this contract.

#### **Section 9**

All amendments hereto as well as the dissolution or termination hereof must be made in writing, otherwise null and void.

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<sup>4</sup> Delete if the Agent is not a natural person.

### **Section 10**

In matters not regulated herein, provisions of the Civil Code of 23 April 1964 apply.

### **Section 11**

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.

### **Section 12**

The contract has been entered into pursuant to the procedure provided for in the Public Procurement Law of 29 January 2004.

### **Section 13**

This contract has been drawn up in three counterparts, two for the Principal and one for the Agent.

\_\_\_\_\_

Principal

\_\_\_\_\_

Agent

\_\_\_\_\_  
Bursar/Deputy Bursar/Bursar's Representative

### **PLEASE NOTE:**

This is the translation of the specimen contract.

The binding contract is concluded in Polish.