Annexe No. 2

to Rector's Order No. 37/2022

dated 4 May 2022

Application No. DZP ....................................................

**CONTRACT OF MANDATE**

**(conducting classes other than lectures)**

entered into as of .......... at Kraków by and between:

the University of Agriculture in Kraków, al. Mickiewicza 21, 31-120 Kraków, represented by …………………………………………………………………………,

countersigned by the Bursar .............................................................................,

hereinafter referred to as the **“Mandator”**

and

Mr./Ms. ………………………………………………………………………..…………,

PESEL (Personal Identification Number) ……………………………………………………………………..……….……,

identity card / passport number and series ……………………………………………………………………..……….……,

residing at the following address: ..……………………….………………………………………….………………….…….,

hereinafter referred to as the **“Mandatory”**.

The Parties agree as follows:

**§ 1**

The Mandator commissions the Mandatory to conduct ........................... ................... classes (*type* ) in the number of.............................. hours, for ........... student groups, in the following subject: ……………………………………………………………….……………………

for students in the field of:.................................., USOS symbol: .……….……, in the academic year ........./.........

**§ 2**

1. The Mandatory undertakes to perform the work set out in § 1 from .................. to ........................., *at/beyond the registered office* of the Mandator.
2. The subject of the Contract shall be performed personally.
3. The Mandatory shall not entrust the performance of the subject matter of the Contract to any other person without the written consent of the Mandator.
4. The Mandatory represents that the Mandatory holds sufficient qualifications allowing to professionally perform the subject matter of the Contract.

**§ 3**

1. For the performance of the subject matter of the Contract, specified in § 1, the Mandator shall pay the Mandatory **gross fee** *for all work performed* *in the* ***amount of PLN ...........................*** (*in words: ......................................................... zloty).* The payment of the fee shall be made:

- as a one-time payment *(in the event of a mandate covering one calendar month*)\*;

- in ...... monthly instalments corresponding to the number of hours worked in a given month, at the hourly rate of PLN ................ gross per hour (in words ................................................ zloty) *(in the event of the mandate lasting longer than a month)\*.*

1. The fee specified in paragraph 1 shall be the Mandatory's maximum remuneration for the performance of the mandate, and the fee due shall be based on the number of hours worked and the hourly rate specified in paragraph 1.
2. Any reduction in the number of hours of the mandate in relation to that specified in § 5 paragraph 1 shall not require an amendment to this Contract, and the extent of its performance shall result from the bills submitted by the Mandatory.
3. Funding source: ……………………………………………………………………….
4. Payment of the fee shall be made after the Mandatory has issued a bill and the Mandator has found that the subject matter of the Contract has been performed in accordance with the provisions of this Contract to the given extent, subject to paragraph 7.
5. The Mandatory shall be obliged to submit a bill to the Mandator. The risk of non-payment of the fee in the event of the failure to submit a bill shall be borne by the Mandatory.
6. The fee shall be paid to the Mandatory's bank account, within 30 days after the submission of the bill.
7. From the fee specified in paragraph 1 of the Contract, the Mandator shall make deductions for advance personal income tax and social and health insurance contributions, if required under applicable laws and regulations.
8. In the event referred to in § 6 paragraph 4 sentence 2, the Mandatory shall be paid the fee resulting from the minimum hourly rate, specified in generally applicable laws and regulations, for work performed in the previous calendar month.
9. The amount paid under paragraph 9 shall be credited to the payment of the fee referred to in paragraph 1 of the Contract.
10. The Mandator *shall /shall not \** cover the Mandatory's travel expenses relating to the performance of the subject matter of the Contract, up to the amount of the PKP economic class train ticket, in accordance with the applicable laws and regulations and internal acts on reimbursement of business travel expenses, as applicable at the Mandator’s.

**§ 4**

Specific terms and conditions of the Contract: ……………………………………………………………………..

**§ 5**

1. For the performance of the subject matter of the Contract, the Mandatory shall allocate no more than ............. hours, i.e. ................ hours per month.
2. If, for reasons beyond the control of the Mandator, it proves impossible to perform the subject matter of the Contract, during the term of the Contract, within the limit of hours specified in paragraph 1, the Mandatory shall notify the head of the substantively responsible unit in writing, without unnecessary delay, and refrain from performing work in excess of the limit until the consent to exceed the limit is obtained.

**§ 6**

1. In the event of any default in the performance of the mandate, the Mandator shall have the right to rescind the Contract.
2. In the event of the rescission of the Contract for the reasons specified in paragraph 1, the Mandatory shall pay a contractual penalty of 10% of the gross fee specified in the Contract.
3. If the contractual penalty does not cover the incurred damage, the Mandator may seek satisfaction of claims for supplementary damages under general principles.
4. The Mandator shall have the right to rescind the Contract for reasons attributable to the Mandatory, such as the failure to perform the subject matter of the Contract on time or the failure to fulfil any other terms or conditions of the Contract, after prior requesting the Mandatory to properly perform the Contract and setting an additional time limit of not less than 7 days for this purpose, under pain of rescission of the Contract after the ineffective lapse of this time limit. The settlement for the work performed shall be made in accordance with the Polish Civil Code and the principles provided for in this Contract.
5. Liability towards third parties in connection with the performance of the mandate shall be borne by the Mandator.

**§ 7**

1. The Mandatory conducting classes at undergraduate studies, graduate studies and uniform master's degree studies shall be obliged to complete the Information on Education and Experience, forming **Annexe No. 2** to the Contract.
2. The data contained in the afore-mentioned Information shall be transferred to POL-on Integrated Information System on Higher Education and Science.
3. The failure to submit the Information referred to in paragraph 1 along with the Contract or the submission of incomplete Information may result in refraining from concluding the Contract on the basis of generally applicable laws and regulations.
4. The Mandatory conducting classes shall be subject to evaluation, within the framework of the University Educational Quality Assurance System, referred to in separate regulations.

**§ 8**

1. The Mandatory represents that the Mandatory has become familiar with, understands, and shall comply with its data protection obligations under the following regulations:
2. 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;
3. The Personal Data Protection Act of 10 May 2018;
4. The Personal Data Security Policy and the Information Security Policy, applicable at the Mandator’s.
5. In particular, the Mandatory undertakes to:
6. ensure the security of the personal data processed and comply with all data protection procedures;
7. process personal data only to the extent and for the purpose provided for in the authorisation,
8. maintain the secrecy of personal data to which he/she has or will have access in connection with the performance of his/her official duties and in accordance with the instructions given by the Mandator;
9. not to use personal data for purposes not connected with the work or contrary to the instructions given by the Mandator, unless they are public;
10. maintain the secrecy of the manners of safeguarding personal data, unless they are public,
11. protect personal data from unauthorised access, from being taken by an unauthorised person, from being processed in violation of the GDPR and the Personal Data Protection Act, and from alteration, loss, damage or destruction of data;
12. report to the Mandator any threat or breach of security of the processed personal data;
13. maintain the secrecy of personal data and the manners of safeguarding personal data, to which he/she will gain access during his/her employment, including after the termination of his/her employment;
14. use complex access passwords for computers/programmes, which shall consist of at least 8 characters, including lowercase and uppercase letters, numbers or special characters;
15. protect logins and access passwords so that they are not accessible to unauthorised persons;
16. encrypt documents containing personal data when sent by e-mail.
17. At the same time, the Mandatory acknowledges that any violation of the Mandator's data protection rules may be considered a gross breach of basic contractual obligations and result in termination of the Contract and liability under generally applicable laws and regulations.

**§ 9**

1. Any modifications to the Contract shall be made in writing for their validity.
2. Matters not provided for in the Contract shall be governed by the provisions of the Polish Civil Code.
3. Any disputes that might arise from the relationship covered by the Contract shall be submitted by the Parties to determination by the common court having jurisdiction over the Mandator's registered office.
4. **Annexe No. 1** to the Contract is the Mandatory's personal questionnaire.

**§ 10**

The Contract has been drawn up in three counterparts, with two provided to the Mandator and one provided to the Mandatory.

......................................... . .......................................

**MANDATORY MANDATOR**

\* strike out whichever does not apply

*Annexe No. 1 to the contract of mandate*

**Personal questionnaire for the purpose of social security contributions, taxes / Statement**

1. Full name ………………………………………………………………………………….………………..
2. Date of birth ………………………………………………………………………………….………………..
3. Surname at birth ………………………………………………………………………………….………………..
4. Identity card / passport series and number ………………………………………………………………………………….………………..

 5. My tax ID is **Personal Identification Number PESEL / Tax Identification Number NIP\*...............................................................**

 *(tax ID)*

1. Nationality ................................................... origin..............................................

 *(name of country of birth in case of foreigners) (specify Polish citizen or foreigner)*

1. Gender ………………………………………………………………………………….………………..
2. Tax Office (*name*) ………………………………………………………………………………….………………..
3. Branch of the National Healthcare Fund ………………………………………………………………………………….………………..
4. Phone number / e-mail address ………………………………………………………………………………….………………..
5. Date of concluding the contract of mandate with the University of Agriculture/ business trip\*: **from** ................... **to** ......................
6. Residence address:

|  |  |  |  |
| --- | --- | --- | --- |
| *Postal code* | *Post* | *City/town/village* | *Street* |
|  |  |  |  |
| *House number* | *Flat number* | *Commune/municipality* | *District* | *Province* |
|  |  |  |  |  |

1. I hereby state that:

□ I am employed **under** a **contract of employment** and on this account I receive a gross monthly salary in the amount that is

□ **LOWER** □ **HIGHER\*** than the gross minimum salary.

 **Name of the work establishment** ………………………………………………………………………………….………………..

□ I am not employed **under a contract of employment\***.

13. □ **I perform** a **contract of mandate** for another entity, and retirement and disability pension contributions □ **ARE** **/** □ **ARE NOT\*** deducted

 from the amount that is □ **HIGHER** / □ **LOWER\*** than the minimum gross salary.

 **□** I accede **voluntary** sickness insurance\*.

 **□ I do not perform** **a contract of mandate** for another entity\*.

14. □ I conduct economic activity in my own name and pay social security contributions on this account on

 **standard/preference\* terms.** If preferential terms are indicated, indicate the period of coverage ...................

 □ The scope of economic activity conducted by me

 **□ COVERS** □ **DOES NOT COVER** the subject matter of the contract\*.

 □ I do not conduct **economic activity\***.

15. □ **I am** / □ **I am not\*** a student of undergraduate/graduate studies □ a **doctoral** **student** / □ **a student** under 26 years of age.

16. □ **I have** an established right to □ **retirement pension** / □ **disability pension\***.

 □ **I do not have** an established right to □ **retirement pension** /□ **disability pension\*.**

17. □ **I hold** a certificate on the following degree of disability: □ **severe** /□ **moderate** /□ **mild\*.**

18. I authorise the Mandator to transfer the fee under the above contract to the following bank account:

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

I undertake to notify the Mandator of any change to my statement within 5 days of its occurrence. In the event that I provide incorrect information or fail to provide information on any change in data affecting the payment of social security contributions and income tax, I undertake to reimburse them to the Mandator along with interest.

|  |
| --- |
| *Mandatory's legible signature* |

*Annexe No. 2 to the contract of mandate*

Information for the purpose of POL-on Integrated Information System on Higher Education and Science, regarding the education and experience gained by persons conducting classes.

|  |  |
| --- | --- |
| given name(s) and surname |  |
| Education/Studies |
| professional title*inż./mgr inż./ mgr/ lek. wet.*  |  | day/month/year of obtaining the professional title |  |
| field of studies |  | entity granting the professional title (full name) |  |
| Academic degree of *doktor* |
| academic degree/or equivalent |  | day/month/year of obtaining the academic degree |  |
| field, discipline |  | entity granting the academic degree (full name) |  |
| Academic degree of *doktor habilitowany* |
| academic degree/or equivalent |  | day/month/year of obtaining the academic degree |  |
| field, discipline |  | entity granting the academic degree (full name) |  |
| Academic title of *profesor* |
| academic title |  | day/month/year of obtaining the academic title |  |
| field |  | entity granting the academic title (full name) |  |
| name of the institution in which the experience was gained  |  |
| scope of experience gained  |  |
| the period of employment as part of which the experience was gained (from - to) |  |
| information on competences and experience allowing to properly conduct classes within the scope of the programme of studies, in case of other persons conducting classes\*; | scope of scientific competences possessed: |
| scope of teaching competences possessed: |
| scope of practical competences possessed: |
| the number of hours of classes specified in the programme of studies implemented in a given academic year (legal basis: Article 343 Section 1 item 9 of the Act and § 2 paragraph 2 subparagraph 5 of the Regulation of the Minister of Science and Higher Education on data processed in POL-on Integrated Information System on Higher Education and Science of 6 March 2019 (Dz.U. item 496, as amended); | *( in the field, indicate the number of hours conducted in each field, without converting the hours into the number of groups)* |
| information on a final decision on a disciplinary penalty referred to in Article 276 Section 1 paragraphs 4-8, and "on a final decision referred to in [Article 180 of the Penal Enforcement Code of 6 June 1997](https://sip.lex.pl/?unitId=art(180)&cm=DOCUMENT#/document/16798687) (consolidated text, Dz. U. of 2020, item 53, as amended). |  |

I hereby state that the data contained in this Information are true. I am aware of criminal responsibility for making fraudulent misrepresentations.

I undertake to notify the Mandator of any change to the Information submitted by me, within 7 days of its occurrence.

In the event of providing incorrect information or failure to provide information on changes in data affecting the accuracy of the data entered into POL-on Integrated Information System on Higher Education and Science, the Mandator may withhold payment of the fee.

………………………………………… ……………………………………..

 *(place and date) (Mandatory's signature)*

\* In case of doctoral students who do not have specific professional experience and competences, the data should be supplemented only to the minimum extent.

In the field "period of experience gained", indicate the period of doctoral studies, in the field "competences", enter information that the person is a doctoral student.

In the field "professional experience", indicate what kind of experience the doctoral student already has. (does not apply to doctoral students referred to in Article 209 Section 10 of the Higher Education and Science Act).