Annexe No. 1

to Rector's Order No. 37/2022

dated 4 May 2022

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

**CONTRACT FOR SPECIFIC WORK**

**(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 **"Principal"**,

and

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

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

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

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

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

The Parties agree as follows:

**§ 1**

The Commissioned Party undertakes to perform the following work commissioned by the Principal: To develop a programme and deliver a series of ... lectures for ... student groups in the following subject:

………………………………………………………………………………………….……....,

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

**§ 2**

1. The work shall be completed in person by ........................................... (date).
2. The Commissioned Party undertakes to complete the work on time, in accordance with his/her knowledge and professional experience, with due diligence.
3. The date of completion of the work may be changed in the event of:
	1. withholding of the work by the Principal for reasons attributable to the Principal;
	2. the occurrence of any events defined as force majeure within the meaning of the Polish Civil Code.
4. The Commissioned Party shall provide the Principal with the work in the form of:
5. delivering lectures to the Principal's students, in accordance with the agreed schedule;
6. syllabus, script and other materials for students: …………….………. (*such as* )………………………………………………………………………………..

**§ 3**

1. For the completion of the work specified in § 1 and transfer of economic copyright referred to in § 4, the Principal shall pay the Commissioned Party the fee in the total gross amount of PLN ................ (in words: ................................................................... zloty).
2. The fee specified in paragraph 1 shall be the maximum fee due to the Commissioned Party for the performance of the Contract. Any reduction in the number of lecture hours or the number of student groups as compared with that specified in § 1 shall not require an amendment to this Contract, and the fee shall be reduced accordingly.
3. Funding source: ……………………………………………………………………….
4. The fee shall be paid to the Commissioned Party's bank account, within 30 days after the Commissioned Party submits a bill accompanied by a statement from the Principal that the work has been completed in accordance with the provisions of this Contract without any reservations.
5. From the fee specified in paragraph 1 of the Contract, the Principal shall make deductions for advance personal income tax and social and health insurance contributions, if required under applicable laws and regulations.
6. The Principal *shall /shall not \** cover the Commissioned Party's travel expenses relating to the performance of the subject matter of the Contract, up to the amount of the economic class PKP train ticket, in accordance with the applicable laws and regulations and internal acts on reimbursement of business travel expenses, as applicable at the Principal’s.

**§ 4**

1. The Commissioned Party represents that the Commissioned Party holds full economic copyright in the work, and that its performance does not infringe third party rights within the meaning of the Copyright and Related Rights Act. The Commissioned Party represents that the work shall be performed by him/her personally, on his/her own, shall be of an individual nature and shall be handed over to the Principal without any physical or legal defects.
2. Upon handover of the work, the Commissioned Party shall transfer to the Principal the economic copyright in the work.
3. The transfer to the Principal of the economic copyright in the work shall be effected without any temporal or territorial limitations, and shall include the following fields of exploitation:
	1. as regards recording and reproduction of the work - production, with the use of a defined technology, of copies of the work, including with the use of the printing technology, the reprographic technology, the magnetic recording technology and the digital technology;
	2. as regards marketing the original or copies on which the work was recorded - marketing, lending for use or lease of the original or copies of the work;
	3. as regards disseminating the work in any manner other than indicated in letter (b) - public performance, displaying, playing, replaying as well as broadcasting and rebroadcasting and making the work public so that anyone has access to it in the place and time chosen by him/her;
	4. the right to make compilations of the work, to use and manage the use of the compilations, and the right to grant permission to exercise derivative rights in the work.

**§ 5**

Liability towards third parties in connection with the performance of the work shall be borne by the Principal.

**§ 6**

1. The Principal shall have the right to rescind the Contract for reasons attributable to the Commissioned Party, such as the failure to perform the work on time or the failure to fulfil any other terms or conditions of the Contract, after prior requesting the Commissioned Party 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 part of the work performed shall be made in accordance with the Polish Civil Code and the principles provided for in this Contract.
2. In the event of the rescission of the Contract for the reasons specified in paragraph 1, the Commissioned Party shall pay the Principal a contractual penalty of 10% of the gross fee specified in the Contract. If the contractual penalty does not cover the incurred damage, the Principal may seek satisfaction of claims for supplementary damages under general principles.

**§ 7**

1. The Commissioned Party 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-onIntegrated 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 Commissioned Party 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 Commissioned Party represents that the Commissioned Party 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 Principal’s.
5. In particular, the Commissioned Party 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 Principal;
9. not to use personal data for purposes not connected with the work or contrary to the instructions given by the Principal, 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 Principal 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 Commissioned Party acknowledges that any violation of the Principal'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 Principal's registered office.
4. **Annexe No. 1** to the Contract is the Commissioned Party's personal questionnaire.

**§ 10**

The Contract has been drawn up in three counterparts, with two provided to the Principal and one provided to the Commissioned Party.

………………………………… …………………………………

**COMMISSIONED PARTY PRINCIPAL**

\* strike out whichever does not apply

*Annexe No. 1 to the contract for specific work*

**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 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 Principal to transfer the fee under the above contract to the following bank account:

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

I undertake to notify the Principal 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 Principal along with interest.

|  |
| --- |
| *Commissioned Party's legible signature* |

*Annexe No. 2 to the contract for specific work*

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 Principal 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 Principal may withhold payment of the fee.

………………………………………… ……………………………………..

 *(place and date) (Commissioned Party'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).