

Contract of Mandate No. 00/00/0000/

(MPK/year/sequential number)

This contract of mandate (hereinafter referred to as the “Contract”) concluded on.....,

between:

Poznan University of Technology, hereinafter referred to as the “Principal”, represented by:

.....
(name, surname, position)

and

..... residing at

PESEL/ID No.:, hereinafter referred to as the “Contractor”,

jointly hereinafter referred to as the “Parties”.

§ 1.

1. The Principal hereby entrusts, and the Contractor undertakes, to perform on their own behalf but for the benefit of the Principal the following activities (MPK number) :
 - A.
 - B.
 - C.

§ 2.

1. The mandate shall be carried out by the Contractor within the period from to
2. If the subject of the Contract is performed by an entity other than a public body, the provisions of the Act of 19 July 2019 on ensuring accessibility for persons with special needs shall apply, taking into account the minimum requirements for ensuring accessibility to persons with special needs as defined in Article 6 of the said Act.

§ 3.

1. The Contractor shall receive remuneration in the gross amount of , with the total number of working hours amounting to
2. The remuneration referred to in section 1 shall be payable by bank transfer to the Contractor’s account in the month following the execution of the mandate, and in the case of a mandate lasting longer than one month, remuneration shall be payable on a monthly basis.
3. The condition and basis for payment of the remuneration referred to in section 2 shall be the submission by the Contractor to the Principal of a correctly issued invoice–report together with proper confirmation of the number of hours worked in performance of the Contract in each month, the template of which constitutes an annex to this Contract.
4. In the event of failure by the Contractor to submit the invoice referred to in section 3, the Contract shall be terminated with immediate effect.
5. The Principal declares that it holds the status of a large enterprise within the meaning of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions. This information is provided in accordance with the requirement set out in Article 4c of the aforementioned Act.

§ 4.

1. The Contractor shall have the right to access any documentation held by the Principal that is necessary for the performance of the mandate.
2. Should such documents not be available, the Principal shall be obliged to provide the Contractor with the necessary information.

§ 5.

1. The Contractor undertakes to hold valid medical examinations and health & safety (OHS) training.
2. The Contractor undertakes to pay the Principal a contractual penalty in the amount of 10% of the gross remuneration referred to in § 3 in the event of non-performance or improper performance of the mandate.
3. The above provisions do not exclude the possibility of pursuing further damages, even exceeding the amount of the contractual penalty, on the basis of general principles.

§ 6.

During the term of the Contract, as well as after its termination or expiration, the Contractor undertakes not to disclose or communicate to any third parties any information concerning the Principal that has not been made public.

§ 7.

1. For the proper performance of the subject matter of this Contract, the Principal shall provide the Contractor with access to the Principal's premises located in the building room together with the property located therein.
2. The Contractor declares that they assume full material responsibility up to the amount of the damage established by the Principal in respect of the said property, and undertakes to cover the damage immediately upon request for its settlement.
3. The Contractor declares that they assume full responsibility for any other costs incurred by the Principal in connection with damage to the property entrusted to the Contractor.

§ 8.

1. Any amendments to the Contract shall, in order to be effective, require written form.
2. The information clause constitutes an annex to this Contract.
3. The court competent to resolve any disputes arising from the performance of this Contract shall be the court having jurisdiction over the Principal's registered office.
4. The law applicable to this Contract shall be Polish law, in particular the Polish Civil Code and other statutes.
5. This Contract has been executed in two identical counterparts, one for each Party.

Principal:

Contractor: