Annex 3a

to the Principles of concluding civil law contracts with individuals by Częstochowa University of Technology

(Order No. 66/2020 of the Rector of CUT of 29.12.2020)

**CONTRACT OF MANDATE No. …………………..**

For the performance of research and development services (to the exclusion of services specified under CPV codes from 73000000-2 to 73120000-9, 73300000-5, 73420000-2 and 73430000-5, set out in the Regulation (EC) of the European Parliament and of the Council No. 2195/2002 of 5th November, 2002 on the Common Procurement Vocabulary (CPV) (Official Journal of the European Community L series 340 of 16.12.2002, pp. 0001-0562; OJEU – special Polish edition, Chapter 6, vol. 5, p. 3 as amended), referred to hereinafter as the “Common Procurement Vocabulary”, which satisfy all of the following conditions:

* benefits from the services accrue solely and exclusively to the Mandator for the needs of the Mandator’s own activity;
* the entire remuneration for the service provided is paid by the Mandator.

Entered into on …………………………. in Częstochowa by and between:

**Częstochowa University of Technology (Politechnika Częstochowska),**

ul. Dąbrowskiego 69, 42-201 Częstochowa, NIP (Tax Id. No.): 573-011-14-01,

referred to hereinafter as the **“Mandator”**, represented by:

1. **Rector / Vice-Rector\* ………………………………………………….**

 with financial countersignature **of the Bursar** **……………………………………..**

and

 **Mr. / Ms. …………………………**, referred to hereinafter as the **“Mandatary”**.

Persons authorized to exercise supervision over the correct performance of the Contract are:

1. **Dean\*\* ……………………………………………………………………………….**
2. **Work / Project Manager\* ………………………………………………………….**

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**Article 1.**

**Object of the Contract**

1. The Mandator assigns and the Mandatary undertakes to perform for the Mandator the following activities, referred to hereinafter as the Object of the Contract:
2. type of activities: ………………………………………………………………………..
3. number of hours: ………………………………………………………………………..
4. remuneration per hour of mandate contract performance: ………………………………
5. place of performance of the assigned activities: ……………………………………….
6. The Mandatary agrees to perform the activities, referred to in the preceding paragraph, during the period from …………………. to …………………..
7. The Mandatary agrees to perform all activities covered by this Contract with utmost diligence and on the professional level required for activities of this type.
8. The Mandatary declares that the activities covered by this Contract are not included within the scope of activities covered by the Mandatary’s contract of employment with the Mandator.

**Article 2.**

**Remuneration**

1. The Parties agree that for the performance of the activities covered by this Contract the Mandatary will receive remuneration being the product of multiplication of the hourly rate for the performance of rhe Mandate Contract and number of hours specified herein, in

The total amount of …………………. PLN (say: ………………………………………....).

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\* Delete inapplicable

*\*\** In case of an organizational unit other than a Faculty, enter the name of its manager / director.

1. The remuneration referred to in the preceding paragraph will be transferred to the Mandatary’s bank account after the completion of the Object of the Contract, and in case of Contracts with the term longer than one month – after the end of each month of the Contract performance, within 14 days, counting from the date of submission of the properly completed invoice by the Mandatary in the Financial Office of Częstochowa University of Technology, and the Mandatary agrees to issue an invoice not later than by the 5th day of the month following the month in which the Contract of Mandate was performed.
2. If the performance of the Contract Object involves the necessity of travelling, the Mandator will cover /will not cover\* the costs of trips taken by order of the Mandator and other indispensable and approved expenses in the amount and according to the principles specified in the Rector’s order.
3. The Parties agree that the Mandatary will not be liable to any third parties by reason of the performance of this Contract.
4. The Parties agree that assignment of claims arising from this Contract shall not be permitted.
5. The remuneration for the performance of the Object of the Contract will be financed from:

grants / subsidies / own income \* …………………………………………………………

unit (cost unit number) …………………………………………………………………….

1. from teaching activity (direct cost):
* full-time studies / extramural (part-time) studies\*
* postgraduate studies/ conference / course \* …………………………………..

 (name and symbol)

* project …………………………………………………………………………..

 (task name and number)

* other …………………………………………………………………………….
1. from research activity:
* work …………………………………………………………………………….

 (task name and number)

* project: ………………………………………………………………………….

 (task name and number)

1. indirect costs:
* Faculty expenses ………………………………………………………………
* University interdepartmental expenses ………………………………………..

**Article 3.**

**Contractual Penalties**

1. The Mandatary shall pay the Mandator a contractual penalty of 20% (say: twenty per cent) of the remuneration specified in Article 2(1) herein in the event of failure to fulfil the obligations under this Contract within the time limit set out in Article 1(2) herein.
2. The Mandator can claim, in line with general principles, additional compensation exceeding the penalties provided for in this Contract up to the actual value of the damage incurred.
3. The Mandatary gives his/ her consent to deduction by the Mandator of accrued contractual penalties from the Mandatary’s remuneration due for the performance of this Contractwithout the Mandatary’s prior consent.

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\* Delete inapplicable

**Article 4.**

**Final Provisions**

1. The Mandatary shall not sub-contract the performance of the Contract Object to any third parties.
2. Should any provision of this Contractprove invalid, other provisions hereof shall be deemed by the Parties as valid and fully binding.
3. Appendix No. 1 – Declaration of the Mandatary/ Work Contractor for Taxation and Insurance Purposes (Annex No. 5 to this Order) shall constitute an integral part of this Contract.
4. The Parties agree that the Mandator’s acceptance of the works shall be confirmed by an acceptance report, a template of which is attached hereto as Appendix No. 2 - Delivery and Acceptance Report yes/ no \* (Annex No. 6 to this Order).
5. Any modifications or amendments to this Contract shall be made in writing, otherwise being null and void.
6. Provisions of the Polish Civil Code shall apply to any matters which have not been provided for herein.
7. Any disputes arising from the performance of this Contract shall be resolved by the common court having jurisdiction over the Mandator’s seat.
8. The Contract has been executed in three identical counterparts, two for the Mandator and one for the Mandatary.

**Article 5.**

**Personal Data Protection**

1. Pursuant to Art. 13 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27th 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), hereinafter referred to as GDPR, the Mandator informs the Mandatary that the Administrator of the Mandatary’s personal data included in the Contract and in other documents related to entering into the Contract, its implementation, financial settlement and archiving is Częstochowa University of Technology with the registered office at ul. J.H. Dąbrowskiego 69, 42-201 Częstochowa, e-mail: *rektor@adm.pcz.czest.pl**.*
2. Personal data will be processed pursuant to Art. 6(1)(b), (c ) and (f) of the GDPR for the purpose of entering into, implementation, financial settlement and archiving of this Contract.
3. Contact details of the Data Protection Inspector:

E-mail: iodo@pcz.pl

Tel. 34 3250471

1. The provision of data is voluntary, but indispensable to enter into, perform and settle the Contract. In the event of any refusal to provide such data, it will be impossible to enter into the Contract.
2. Personal data can be made available to other entities in line with the applicable legal provisions. Recipients of personal data can be also entities that will process personal data on behalf of the Administrator under the concluded personal data entrustment agreement (the so-called data processors).
3. Personal data will be processed in line with the applicable legal provisions for the period necessary for accomplishment of the purposes of data processing referred to par. 2, but not shorter than the period referred to in the archiving regulations. Personal data will be stored in accordance with the provisions of the National Archival Resources and Archives Act of 14th July, 1983.

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\* Delete inapplicable

1. By reason of the processing of your personal data you are not subject to decisions which are based solely on automated processing, including profiling.
2. The Administrator does not intend to transfer personal data to any third state or international organization. Any transfer of personal data to a third state or an international organization can take place only in accordance with the GDPR provisions.
3. According to the principles specified in the GDPR you have the right of access to your data, right to obtain a copy thereof, right of rectification or restriction of processing, right to object on grounds of your particular situation, in the event that we process your data on the basis of our legitimate interest and the right to file a complaint with the supervisory authority i.e. the President of the Personal Data Protection Office.

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| ………………………………(Rector’s/ Vice-Rector’s signature) | …………………………………(Mandatary’s signature) |

………………………………………………….

(Signature of the Dean/ Head of organizational unit)

………………………………………………….

(Signature of the Work / Project Manager)

………………………………………………………………………

(Confirmation of funding by an authorized officer)

………………………………………………………………………

(Date, signature and seal of the Bursar)

………………………………………………………………………

(Name, surname and signature of the person preparing the Contract)