Appendix to Ordinance no. 46 of the Rector of the Cracow University of Technology from 16 May 2022

Principles of concluding specific work contracts and contracts of mandate

(uniform text)

§ 1

General Provisions

1. The hereby principles specify the mode of proceeding while concluding contracts of mandate and specific work contracts at the Cracow University of Technology with natural persons conducting economic activity in the scope covered by the given contract of mandate or specific work contract.
2. The goal of introducing the hereby principles is:
3. to specify the principles of concluding contracts of mandate and specific work contracts,
4. to ensure abiding by the provisions concerning granting of public procurements,
5. to ensure effective management of the financial resources at PK,
6. to ensure supervision over expenditure and settling financial resources from the EU.
7. The subject of a contract of mandate or specific work contract cannot concern:
8. conducting works related to the scope of obligations of a PK employee,
9. Conducting didactic classes as part of the binding annual dimension of didactic classes or exceeding it - the so-called extra-dimension hours.
10. Terms applied in the hereby principles signify:
11. contract of mandate - a contract of diligent action, whereby the contractor undertakes to carry out a specific action for the ordering party. Remuneration is payable for the conduct of the order unless the contractor obliged themselves in the contract to carry out the order free of charge. There is no relation of dependency or subordination between the parties to the contract,
12. Specific work contract - contract of result whereby the contractor undertakes to carry out an indicated work and the ordering party undertakes to pay remuneration in exchange for it. There is no relation of dependency or subordination between the parties to the contract. Conduct of the work may consist of its formation or transfer into a different form. The work may take a material or non-material form. A non-material form of the work ought to be embodied into items (recorded, filmed, saved etc.). The ordering party is obliged to collect the work. Signature of the ordering unit head on the receipt constitutes a confirmation of handover. In the event when the handed over work has defects or is non-compliant with the agreement in a different manner, a discrepancy protocol must be elaborated as per the template no. 8 to the hereby principles.
13. research or development services - scientific research that cover:
14. basic research understood as empirical works or theoretical works targeted, mostly, at gaining new knowledge on the basics of phenomena and observed facts without focus on direct commercial application,
15. application tests understood as works targeted at gaining new knowledge and skills, set on elaborating new products, processes or services or introducing significant improvements in them
16. development works are an activity that covers obtaining, combining, shaping and using the currently available knowledge and skills, including in the scope of IT tools or software for planning the production and design as well as creating modified, improved or new products, processes or services with the exclusion of activity covering routine and periodical changes introduced in them, even if such changes are improvements by nature,
17. didactic activity:
18. education during third-degree studies, doctoral studies, in the Doctoral School, post-graduate studies and learning enhancement courses or trainings,
19. shaping scientific personnel,
20. maintenance of the university (including renovations) with the exclusion of maintaining student houses and student canteens,
21. other didactic activity (publishing, printing, library, residential etc.),
22. Public finance sector units include:
23. public authority bodies, including government administration bodies, state control and law protection organs as well as courts and tribunals,
24. territorial self-government units and their associations,
25. budgetary units,
26. self-governmental budgetary plants,
27. executive agencies,
28. budgetary economy institutions,
29. state target funds,
30. Social Insurance Institution and funds managed by it as well as Agricultural Social Insurance Fund and funds managed by the Chairman of the Agricultural Social Insurance Fund,
31. National Health Fund,
32. independent public healthcare institutions,
33. public universities,
34. Polish Academy of Science and organizational units formed by it,
35. state and self-governmental institutions of culture and state film institutions,
36. Other state or self-governmental legal persons formed on the basis of separate acts for the purpose of carrying out public tasks with the exclusion of enterprises ,search and development units, banks and commercial law companies,
37. Cost sub-account - analytical cost account on which costs related to a given venture are registered. Such account has an assigned number which allows for identification of the type of activity of an organizational unit to which the costs and the type of agreement, project or venture relate.
38. Entrepreneur - a natural person, legal person and organizational entity which is not a legal person with respect of which a separate act assigns legal capacity and which performs economic activity in its own name. Partners in a general partnership are considered entrepreneurs in the scope of conducted by them economic activity.
39. PZP - Act on Public Procurement from 11 September 2019

§ 2

Document templates

1. In order to realize the provisions of the hereby principles, the following documents shall be applied:
2. contract of mandate - template no. 1,
3. annex to the contract of mandate - template no. 2,
4. specific work contract - template no. 3,
5. annex to the specific work contract - template no. 4,
6. account - template no. 5,
7. Mandate execution register of hours - template no. 6,
8. Contract on the transfer of obligations of the payer of contributions - template no. 7
9. Discrepancy Protocol - template no. 8
10. (repealed).
11. Templates of contracts and annexes specified in sec. 1 are applied in case of orders specified in § 3 sec. 2.

§ 3

Manner of proceeding in the scope of public orders

1. Services conducted on the basis of contracts of mandate or specific work contracts are subject to provisions of the Act on Public Procurement, sec. 2
2. The provisions of Public Procurement Act apply in case of concluding civil-law agreements, when:
3. The subject of the agreement concerns research or development services, unless these are covered by codes: CPV 73000000-2 to 73120000-9, 73300000-5, 73420000-2 and 73430000-5,

Specified in the Common Procurement Vocabulary and the following conditions are met altogether:

1. benefits from these services are granted solely to the ordering party for the purposes of its own activity,
2. entire remuneration for the provided service is paid by the ordering party,
3. the subject of contract covers services targeted solely for the purposes of research works, experimental works, scientific or development works which do not serve the purpose of conducting by PK of mass production targeted at obtaining market profitability or covering the costs of research or development with net value lower than the EU threshold (so-called order from the field of science),
4. the subject of contract concerns services in the scope of cultural activity related to organizing exhibitions, concerts, competitions, festivals, shows, theatre spectacles, ventures in the scope of cultural education or with gathering library materials by libraries or museums as well as in the scope of archiving activity related to gathering archiving materials with net value lower than the EU threshold (so-called orders in the field of culture),
5. The value of orders established in accordance with the principles specified in the PK Bylaws of granting public orders is lower than 130 000 PLN net (excluding VAT tax).
6. The value of order must be estimated subject to maintaining due diligence in a reliable and objective manner according to the principles specified in the Bylaws for granting public orders. The estimation must cover all necessary expenses to be incurred for the conduct of the service, including applicable fees and taxes, other than VAT tax, applicable contributions for social insurance and health insurance.
7. If the order to be granted as part of a specific work contract is to be paid for in instalments (parts), the value of the order is the sum of all instalments.
8. If one order (the same subject of services) is to be granted in parts (stages), the value of order is the total value of individual parts of the order (sum of estimated remuneration for all order parts).
9. If the order is to be realized by a certain period of time or in a continuous manner, while estimating the value of order one must take into consideration remuneration of the contractor/order performer for the whole period of duration or conduct of the order.
10. If a contract is concluded with several contractors for the realization of the same task (i.e. the task is conducted by a team of contractors, each persons on the basis of a separate contract) the value of the order is a combined amount of all remunerations for these contractors.
11. In case of services specified in sec. 2 points 2 and 3 and when the value of order is equal to or exceeds the amount of 130 000 PLN net (excluding VAT tax), procedure of selecting a contractor is carried out by the Department of Public Procurement in line with the Act on Public Procurement and the binding Bylaws for granting public procurement.
12. In the event when the value of an order is below 130 000 PLN (excluding VAT tax), procedures specified in § 10 of the Bylaws for granting public procurement are applied, that is:
13. With value lower than 30 000 PLN net (excluding VAT) orders are granted through price market exploring, that is gathering at least 3 offers published on the websites and containing a proposed price by potential contractors or an enquiry directed at least 3 contractors (in an electronic or hardcopy format), provided that there are three potential contractors. The key criterion for selection of a contractor should be the lowest price. A note must be elaborated from the conducted actions which contains a comparison of offers and which must be approved by the elaborator's direct superior. The notes should contain all documents which confirm the performed exploring of the market and the concluded agreement - if applicable. For orders with value lower than 10 000 PLN net it is not required to maintain any documentation of actions or to justify the selection of contractor in writing,
14. with value from 30 000 PLN net (excluding VAT tax) to the value below 130 000 net PLN (excluding VAT) one must apply the following mode:
15. carry out the request for offers procedure (Appendix no. 6 to the Bylaws of granting public procurement) through placing an enquiry on the PK website in the tab “Public orders”,
16. Requests for offers may be directed also to potential contractors in the form of a letter, by fax, by email or through their placement on the website of the ordering party,
17. The choice of contractor must be conducted in consideration of the principles of fair competition, equal treatment, due diligence and objectivism,
18. when granting an order one must abide by the principle whereby the expenditure is increased in consideration of the economic, purposeful and economic actions, whilst observing the principle of gaining the best effects from a given expenditure as well as in a manner enabling timely realization of the assumed tasks and the level and in the term stemming from the previously undertaken commitments,
19. a protocol must be elaborated concerning the manner of selection of the contractor for an order, according to the template constituting Appendix no. 7 to the Bylaws for granting public procurement,
20. it is not obligatory to carry out the procedure of a request for offers for:
* orders in which, due to the specificity of the ordered subject, the service may be carried out solely by one contractor due to technical reasons of an objective character (i.e. protection of exclusive rights stemming from separate provisions of law) or in case when creating a unique work of art or artistic implementation is the purpose of a given order,
* orders in case of which as a result of conduct of the enquiry procedure for offers no offer was submitted or offers that were submitted were subject to rejection or all contractors were excluded from the procedure, provided that the initial conditions of the order will not be modified,
* orders the subject of which are research or development services specified in sec. 2 point 1
1. In case of educational and training services with an estimated value of less than 130 000 PLN (excluding VAT tax), realized on the basis of educational programmes approved in the faculty or in the non-departmental unit, the ordering entity, having familiarized itself with the market situation through comparing pricelists, conduct of negotiations with contractors; a note must be drawn up from the conducted actions,
2. The head of ordering entity, subject to § 3 sec. 8, is responsible for the selection of the appropriate procedure of granting public procurement for the order of works under contracts of mandate or specific work contracts and for gathering correct documentation.
3. Conclusion of the contract must be preceded by submission to the Department of Public Procurement of an application for granting public procurement, which constitutes Appendix no. 5 and 5a to the Bylaws for granting public procurement in order to register in the register of public procurement and for establishing and carrying out the correct mode of proceeding stemming from the regulation of the Law on Public Procurement (printout of the application is available in the Information Service for PK Employees). Obligation of submitting applications does not concern contracts in the scope of:
4. Conducting didactic classes approved in the educational programme for which the value of order is lower than 130 000 PLN net (excluding VAT tax),
5. services the subject of which is the conduct of auxiliary/technical actions in the course of realising projects of scientific-research character with respect of which the order value is lower than 130 000 PLN net (excluding VAT),
6. Orders for research and development services (regardless of the value) excluded from application of provisions of the Act, as specified in sec. 2 point 1
7. other, impossible to be foreseen minor services up to the value of 10 000 PLN net (excluding VAT tax).

§ 4

Circulation of documents

1. Organizational unit which concludes a contract of mandate, or a specific work contract selects the relevant type of contract and elaborates it according to the attached template (no. 1 and no. 3) in two identical copies. The correctly elaborated contract must contain filled out empty fields (if a given field is not filled out, the term “not applicable” must be entered) and all proper provisions marked from amongst the variants left out to be selected from.
2. In case of contracts of mandate or specific work contracts concerning conduct of didactic classes provided for in the syllabus, a copy of information regarding competencies and experience of other persons conducting didactic classes as part of the syllabus shall be enclosed along with passing of same in a hardcopy and electronic format to the Department of Personnel and Social Affairs. Detailed mode of proceeding in the scope of preparing and submitting the above-specified information is defined in the “Procedure concerning preparation and submitting information regarding competencies and experience of other persons conducting classes as part of the curriculum of first and second cycle studies”.
3. In case of contracts of mandate one must properly calculate remuneration, indicating the number of hours designated for the execution of the order and the applied hourly rate. Flat-rate remuneration is not applied in case of contracts of mandate.
4. Maximum hourly rates for contracts of mandate for the execution of organizational, administration, technical, financial and auxiliary works are outlined in Appendix no. 2 to the Ordinance.
5. Hourly rates for the conduct of didactic classes on full-time, extramural, doctoral and post-graduate studies are specified in separate internal provisions.
6. Hourly rates of remuneration for didactic classes ordered on the basis of a contract of mandate or specific work contract on paid courses and trainings are negotiated by the head of organizational unit organizing the given course or training.
7. An hourly rate in contracts of mandate cannot be lower than the minimum hourly rate established in accordance with the Act on minimum remuneration for work (Journal of Laws from 2020, item 2207, as amended),
8. In case of specific work contracts concluded for a longer period with a possibility of payment of remuneration in instalments for partial execution of a task, applicable entry must be made in the contract.
9. In case of contracts of mandate concluded for a longer period of time than 1 month, payments of remuneration in the amount stemming from the number of hours of actual completion of the order are made once a month, after presentation by the contractor of an account (as per template no. 5), containing information regarding the number of actually worked hours as part of an order in a given month.
10. For the purpose of documenting hours of actual conduct of the order in case of contracts executed as part of a project financed from external resources, realized on the basis of requirements that enforce conduct of register of hours devoted to work on the order, register as per the template no. 6 to the hereby principles or a template specified in accordance with the requirements concerning the project is applied.
11. The contract is concluded on the side of the Cracow University of Technology by the PK Rector or by the person authorized by the Rector and by the contractor/entity accepting the order.
12. Prior to concluding the agreement the disposer of financial resources initials it if it is not a party to the concluded contract.
13. Contracts with a value of the value equal to or larger than 130 000 PLN net (excluding VAT tax) are countersigned financially the PK Bursar. Countersigning of contracts with value lower than 130 000 PN net (excluding VAT) may be performed by the below-specified persons only:
14. in case of contracts financed from didactic resources - employees of financial servicing entities (limits),
15. In case of financial agreements from the resources for education stemming from the contractual research activity - employees of the Department of Scientific Research,
16. in case of agreements financed as part of structural and international projects - employees of the Team for International Project Settlements.
17. In case of contracts concerning realization of scientific research works, exempt from the obligation of applying provisions of the Act on Public Procurement, the contract must be joined by justification indicating the scientific or development character of works in accordance with Appendix no. 9 to the Bylaws for granting public procurement.
18. Within 5 days after signing the contract it must be passed on to the Department of Personnel and Social Affairs for registration, whereas the contract concerning scientific-research works is submitted through the Department of Scientific Research.
19. Department of Personnel and Social Affairs:
20. verifies contracts of mandate or specific work contracts from the formal perspective:
21. verifies if the person who concludes the contract possesses a valid power of attorney to

carry out such actions,

1. verifies whether there are other, required in accordance with the provisions of the hereby.

principles, signatures placed on the contract,

1. verifies whether the contract was elaborated on printouts constituting templates to

the hereby principles,

1. verifies whether the contract was submitted for registration in a timely manner,
2. in case of contracts of mandate - verifies the compliance of adopted hourly rates in the contract with those specified in Appendix no. 2 to the Ordinance and with the rates specified in separate provisions,
3. in case of noting irregularities no registering of a contract is made and it is returned to the person responsible for its preparation,
4. a contract is registered in the IT system and a number is assigned to it,
5. submission documentation for insuring the natural person is prepared and it is submitted to the Social Insurance Institution in a timely manner,
6. original copy of the contract is archived.
7. The contractor/order recipient issues a receipt in line with template no. 5 to the hereby principles and presents the works before the organizational unit ordering works which subsequently confirms the execution of the contract. The receipt is initialled by the disposer of funds and the person who concluded the contract approves it for payment.
8. in case of contracts of mandate concluded for a period longer than 1 month, the contractor issues a receipt after completion of a given month along with a number of hours concerning execution of an order in a given month. Organizational unit head ordering the work approves the presented receipt along with the number of actually worked hours in a given month.
9. Depending on the source of funding the remuneration, the receipt must be passed on to:
10. the employee of financial servicing provided to the entity (limits) who enters the cost subaccount number, notes possession of financial means and passes them onto the Payroll Department (in case of didactic funds),
11. Department of Scientific Research (in case of funds for education and contractual research activity) the employees of whom enter the cost subaccount number confirm the financial resources available and in case of contracts with internal entities who are not entities from the sector of public finance - the arrival of funds to the university account and these funds are passed onto the Payroll Department,
12. Team for Settling International Projects (in case of contracts realized as part of structural and international projects) whose employees introduce the cost subaccount number confirm the availability of funds and compliance with the schedule of costs under the project as well as pass it onto the Payroll Department.
13. Payroll Department verifies the accounts, elaborates the payroll lists and, after approval by persons authorized, passes them on for payment within the terms specified in the Bylaws of Work.

§ 5

Responsibility and competences

1. Department of Personnel and Social Affairs:

1) conducts the register of contracts of mandate/specific work contracts concluded with natural persons who do not conduct economic activity,

1. archives contracts of mandate/specific work contracts,
2. verifies contracts of mandate/specific work contracts from the formal perspective,
3. in case of contracts of mandate - verifies the compliance of adopted hourly rates in the contract with those specified in Appendix no. 2 to the Ordinance and with the rates specified in separate provisions,
4. in case of noting irregularities no registering of a contract is made and it is returned to the person responsible for its preparation,
5. prepares insurance documentation and submits it to the Social Insurance Institution in a timely manner,
6. in cases specified in § 4 sec. 2 the information specified in template no. 9 enters it to POL-on.
7. Department of Public Procurement:
8. specifies the mode for granting orders,
9. conducts the proceeding for granting an order, elaborates and concludes the contract.
10. Payroll Department:
11. verifies accounts established on the basis of contracts of mandate/specific work contracts,
12. elaborates payroll lists.
13. Team for Settling International Projects:
14. controls available means under structural and international projects,
15. indicates the cost subaccount number on accounts in the scope of structural and international projects.
16. positions related to financial servicing units (limits):
17. control the available funds,
18. indicates cost subaccount numbers on accounts and run the register of expenditure.
19. Department of Scientific Research:
20. controls the available funds and runs a register of expenditure,
21. Controls the submitted documents and contracts, including compliance with the Bylaws of granting public procurement and the hereby principles,
22. submits contracts of mandate/specific work contracts concerning scientific research works to the Department of Personnel and Social Affairs for the purpose of registration,
23. verifies accounts, indicates the cost subaccount number,
24. in case of accounts for the conducted research services ordered from units which are not the public finance sector units, approves and submits to the Payroll Department,
25. in case of accounts for the conducted research services ordered from units which are the public finance sector units, approves and submits to the Payroll Department.
26. Head of the ordering unit or coordinator/manager of the project:
27. is responsible for the correct selection of contracts of mandate or specific work contracts, their correct elaboration, obtaining identification data and timely transfer and correct circulation of documents (in line with internal ordinances at PK),
28. in case of concluding a civil-law contract with a foreigner (EU) it is obliged to elaborate a contract on adoption of obligations of payer of contributions (template no. 7).
29. justifies qualification of ordered works as scientific research works (in line with Appendix no. 9 to the Bylaws of Public Procurement) and bears responsibility in case of qualifying them not in compliance with the factual state,
30. in case of contracts of mandate - specifies the type of conducted actions and establishes the number of hours and qualifies the applicable rate - in line with the principles presented in Appendix no. 2 to the Ordinance as well as verifying and approving the number of hours of the conducted order in a given month,
31. completes documentation concerning public orders in case of contracts of mandate and contracts for specific work with a value equal to or exceeding 130 000 PLN net (excluding VAT tax) and passes it onto the Department of Public Procurement,
32. is responsible for the selection of the right mode of granting public procurement for conclusion of contracts of mandate and specific work contracts as well as for the correct estimation of the value of order, as well as for the completion and storing of documents in line with § 3 sec. 8,
33. in case of contracts concerning conduct of didactic classes provided for in the syllabus, original version of information concerning competencies and experience of the contractor/performer, allowing for the correct realization of such classes as part of the syllabus shall be elaborated and stored and one copy of it shall be passed on to the Department of Personnel Affairs in a traditional and electronic format, as per the principles defined in the procedure, as specified in § 4 par. 2,
34. (repealed).
35. Direct superior of the contractor or of the order recipient, in a situation when that person is an employee of the Cracow University of Technology, verifies whether the ordered actions do not form part of the scope of duties of subordinated employees and notes via their signature on the printed copy of the contract of mandate or specific work contract that the work specified in the contract does not constitute a duty of the contractor or order recipient that would stem from the labour relationship with PK.

Stamp of organizational unit elaborating the contract

Template no. 1

CONTRACT OF MANDATE NO………..

concluded on ………………in Cracow by and between the Tadeusz Kościuszko Cracow University of Technology at ul. Warszawska 24, 31-155 Cracow, represented by:

…………………………………………………………………………………………………………….

acting in this regard pursuant to the Power of Attorney of the Rector of the Cracow University of Technology with financial countersignature - …………\*\*, hereinafter referred to as the Ordering party,

and

Mr/Ms\* ………………………………………………………….. residing at\*

In ……………………………, at ul. ……………………………………… ,

PESEL ……………………………. /passport number and date of birth in case of foreigners/\*

hereinafter referred to as Contractor.

§ 1

1. The Ordering Party entrusts (orders), and the Contractor undertakes to execute for the Ordering Party the following works:

………………………………………………………………………………………………………..

………………………………………………………………………………………………………..

………………………………………………………………………………………………………..

………………………………………………………………………………………………………..

(Indicate detailed scope of works)

For the purpose of realizing the hereby Contract the Parties envisage the possibility of travelling. Reimbursement of travel costs shall occur on the basis of internal PK provisions concerning foreign travel of PK employees and travel of persons who are not PK employees in the area of the country. YES/ NO\*

1. Works covered by the above contract fulfil the conditions of the copyrights. YES/ NO\*
2. The above works do not form the scope of economic activity conducted by the Contractor and in the scope of business duties realized as part of the labour relationship with the Cracow University of Technology.

§ 2

1. The Contractor undertakes to conduct works specified in § 1 par. 1 within the term from

..............to..................

1. The Contractor, who is an employee of the Cracow University of Technology, undertakes to carry out works outside of the binding working time stemming from the labour relationship.
2. For the timely and defect-free completion of works specified in § 1 sec. 1 constituting the subject of the hereby contract, the Contractor shall obtain remuneration specified in the following manner:

rate hourly …………………..x number of hours ……………….= ………………………PLN

(in words: …………………………………………………………………………………..PLN).

1. Remuneration shall be paid on 5 or 15 or 25 day of the month after presenting by the Contractor of a receipt with an indication of the number of hours of order conduct.
2. Remuneration is paid for works conducted in the monthly periods at the level corresponding to the product of the hourly rate specified in sec. 3 and the number of hours of actual conduct of an order in a given month.
3. Remuneration on account of the hereby contract shall be passed on by the Ordering Party to the Contractor's bank account, as per the Contractor's indication.

§ 3

1. The Contractor shall pay the Ordering Party contractual penalties in the event of:
2. failure to properly execute the contract, at the level of 0.1% of remuneration specified in § 2 sec. 3 for each day of delay,
3. termination by the Ordering Party of the contract due to reasons on the side of the Contractor, in particular, in relation to improper execution of the contract, at the level of 10% of remuneration specified in § 2 sec. 3.
4. Penalties specified in sec. 1 letter a) shall be deducted from remuneration payable to the Contractor. In case of penalties specified in sec. 1 letter b) - the Contractor shall pay a contractual penalty within 14 days from the date of delivery of the call for payment.

§ 4

1. Any changes and supplementation of the hereby contract may be carried out solely in a written form as an annex, pursuant to the consent of both the Contractor and the Ordering Party.
2. In case of all matters unresolved in the hereby Contract the relevant provisions, in particular of the Civil Code, shall apply.
3. Any disputes which might arise pursuant to the execution of the hereby Contract shall be considered by the Court with jurisdiction over the seat of the Ordering Party.

§ 5

The Contract was concluded in two identical copies, one for the Ordering Party and one for the Contractor.

The Contract was concluded in accordance with the Act of 11 September 2019 on Public Procurement Law as amended pursuant to:

* Art. 11 sec. 1 point 3 - research and development services\*,
* Art. 2 sec. 1 point 1 - services with value less than 130 000 PLN (excluding VAT tax)\*,
* Art. 11 sec. 5 points 1 and 2 - services in the field of science or culture,

ORDERING PARTY Bursar or person CONTRACTOR

 authorized\*\*

…………………………………………... ……………………. ………………….

Stamp and signature of authorized person stamp and signature eligible signature

I hereby note that the scope of work stemming from the hereby Contract of Mandate is not encompassed by the scope of obligations of the Contractor resulting from the labour relationship at PK.

………………………………….

Signature of direct superior

**Contractor's declaration:**

1. I am employed at (name of place of work): ……………………………………………..

a. I obtain remuneration for the labour relationship above/below\* the minimum wage level,

b. I remain on an unpaid, maternity, parental, paternity leave\* within the following term

 ……………………………………………………………………………………………..

2. I conduct economic activity YES/NO

a. I pay contributions at the level of 30 % of the forecasted average monthly remuneration\*

b. I pay contributions at the level of 60 % of the forecasted average monthly remuneration\*

3. I am a retired person (retirement register no.) …………………………………………….

4. I am a pensioner (pension register no.) ………………………. disability group …………

5. I am employed on the basis of a contract of mandate for which a monthly compulsory contribution for social insurance is paid on remuneration above the minimum wage.

Period for which the contract was concluded: ……………………………..\*

6. I am/I am not\* a student of the higher education institution or student of the post-primary school\*.

7. I am a member ……………………. of the Voivodeship Branch of the National Health Fund

**Identification data for ZUS:**

/To be filled out by contractors who are not employees of PK/

Surname, first name: ………………………………………………………………………………..

Family name: ……………………………………………………………………………………….

Date of birth: ………………………………………………………………………………………

NIP (Tax Identification Number)/PESEL (National Identification Number): …………./ ………..

Residence address: ………………………………….. postal code ……………………………….

Municipality: ………………………………………………………………………………………

I declare that I apply/ I do not apply\* to be covered by voluntary social insurance.

I declare that I apply/ I do not apply\* to be covered by voluntary sickness insurance.

I confirm the above data and I undertake, within 7 days, to submit each occurring change to the Department of Personnel and Social Affairs at PK and I authorize Department of Personnel and Social Affairs to sign on my behalf the submission document passed on to ZUS (ZUS-ZUA, ZUS- ZZA, ZUS-ZWUA).

Contractor

**………………..**

(eligible signature)

**Contractor's declaration:**

I declare that I have familiarized with the content of text of the Ordinance issued by the Rector of the Cracow University of Technology from the Bulletin of Public Information concerning introduction at the Cracow University of Technology of employee capital plans.

CONTRACTOR

………………….

eligible signature

The above works realized by the Contractor in accordance with the Regulation of the Council of Ministers on detailed principles of financial economy of public universities are paid under the fund:

a) didactic – full-time\* , extramural\*, post-graduate\*, other ..........\*

b) research (subject no...........................)\*,

c) PK management division\*, department\*, institute\*, other ............\*,

d) material assistance for students\*.

……………………………….

Signature of the disposer of funds

\* delete as appropriate

\*\* Bursar countersigns the contract with the value equal to or higher than 130 000 PLN (excluding VAT tax) in case of contracts with the value exceeding 130 000 (excluding VAT tax), the contract is countersigned by employee for financial service to entities - limits (in case of didactic means), employees of the Team for Settling International Projects:(in case of means under structural and international projects), employees of the Department of Scientific Research (in case of means related to the financing of science or stemming from the research activity)

Stamp of organizational unit elaborating the contract

Template no. 2

ANNEX NO………… TO THE CONTRACT OF……. MANDATE FROM ……….

concluded on ……………in Cracow by and between the Tadeusz Kościuszko

Cracow University of Technology at ul. Warszawska 24, 31-155 Cracow, represented by:

…………………………………………………………………………………………………………….

acting in this regard on the basis of the power of attorney of the Rector of the Cracow University of Technology with financial countersignature - ………….\*\*, hereinafter referred to as the Ordering party,

and

Mr/Ms\* ………………………………………………………residing at\*………………………………

in ………………………………………, at ul …………………………………………………………. ,

PESEL …………………………………/passport number and date of birth in case of foreigners/\*

hereinafter referred to as Contractor.

§ 1

1. The Parties jointly agree that the following contractual provisions shall be modified:

 ……………………………………………………………………………………………………….

 ……………………………………………………………………………………………………….

1. The remaining provisions of the Agreement shall remain unamended.

§ 2

The hereby Annex shall come into force on …………………………………………………………….

§ 3

The hereby Annex was concluded in two identical copies, one for the Ordering Party and one for the Contractor.

|  |  |  |
| --- | --- | --- |
| **ORDERING PARTY** | **Bursar or authorized person\*** | **CONTRACTOR** |
| ……………………………………stamp and signature of authorized person | ……………………………………stamp and signature | ……………………………………eligible signature |

Stamp of organizational unit elaborating the contract

Template no. 3

SPECIFIC WORK CONTRACT No ………………….

concluded on ………………………in Cracow by and between the Tadeusz Kościuszko Cracow University of Technology at ul. Warszawska 24, 31-155 Cracow, represented by:

…………………………………………………………………………………………………………….

acting in this regard pursuant to the Power of Attorney of the Rector of the Cracow University of Technology with financial countersignature - ………….\*\*, hereinafter referred to as the Ordering party,

and

Mr/Ms\* ……………………………………………..residing at\* ………………………………………,

at ………………………………………………. ul. ……………………………………………………

PESEL ……………………./passport number and date of birth in case of foreigners/\*

hereinafter referred to as Order Recipient.

§ 1

1. The Ordering Party entrusts (orders), and the Order Recipient accepts the order of specific work to be completed for the benefit of the Ordering Party

………………………………………………………………………………………………………..

………………………………………………………………………………………………………..

………………………………………………………………………………………………………..

………………………………………………………………………………………………………..

(Indicate detailed scope of works)

hereinafter referred to as Specific Work.

1. For the purpose of realizing the hereby Contract the Parties envisage the possibility of travelling. Reimbursement of travel costs shall occur on the basis of internal PK provisions concerning foreign travel of PK employees and travel of persons who are not PK employees in the area of the country. YES/ NO\*
2. The above works do not form the scope of economic activity conducted by the order recipient and in the scope of business duties realized as part of the labour relationship with the Cracow University of Technology.

§ 2

1. The Contractor undertakes to conduct the work specified in § 1 par. 1 within the term from …………………………………………to ………………………………………………….
2. The Order Recipient, who is an employee of the Cracow University of Technology, undertakes to carry out works outside of the binding working time stemming from the labour relationship.
3. In exchange for the timely and defect-free completion of the work specified in § 1 sec. 1 constituting the subject of the hereby Agreement the Order Recipient shall obtain remuneration in the amount of ……………………………(in words: ……………………………………… PLN).

Remuneration for partial completion of the task may be paid in instalments:

………………………………………………………………………………………………………..

(Indicate applicable data)

Remuneration shall be paid on 5 or 15 or 25 days of the month after presenting by the Order Recipient of a receipt. In case of works financed under research realized at the order of external entities that are not entities from the sector of public finances, payment shall occur after arrival of funds to the account of the Ordering Party from the entity ordering research.

1. Remuneration for the conducted works specified in § 1 sec. 1 the Ordering Party shall pass onto the Order Recipient the order to the bank account specified on the account issued by the Order Recipient.

§ 3

1. The Order Recipient shall pay the Ordering Party contractual penalties in the event of:
2. failure to properly execute the contract, at the level of 0.1% of remuneration specified in § 2 sec. 3 for each day of delay,
3. delay in removal of defects noted upon handover, indicated in the protocol of discrepancies at the level of 0.1% of remuneration as specified in § 2 sec. 3, for each day of the delay,
4. termination by the Ordering Party of the contract due to reasons on the side of the order recipient, in particular, in relation to improper execution of the contract, at the level of 10% of remuneration specified in § 2 sec. 3.
5. Penalties specified in sec. 1 letter a) and b) shall be deducted from remuneration payable to the order recipient. In case of penalties specified in sec. 1 letter c) - the Order Recipient shall pay a contractual penalty within 14 days from the date of delivery of the call for payment.

§ 4

1. Works covered by the above contract fulfil the conditions of the copyrights. YES/ NO\*
2. Order Recipient declares that he is solely entitled to the Work to which he maintain an unlimited copyrights and that the Work constituting the subject of contract is not burdened with any claims and other third-party rights.
3. Upon release of the Work, the Order Recipient shall transfer onto the Ordering Party all material copyrights to the Work specified in § 1 sec.1 in the scope of the following fields of exploitation\*:
4. permanent or time-limited consolidation or reproduction, entirely or partly, of any means in any form, regardless of the format, system or standard, including introduction to the computer memory and permanent or temporary consolidation or reproduction of such provisions, including elaboration of their copies and free use and management of these copies,
5. display, release, passing and storing, regardless of the format, of the system or standard,
6. introduction into circulation, use or rental of the original or of copies,
7. forming new versions, adaptations, elaborations, translations and modifications and managing such works in all fields of exploitation specified in the hereby contract,
8. Public display, in particular displaying in such a manner so that everyone could have access to it in the place and at the time of their choice, in particular, via electronic display on demand,
9. distribution on the internet and in closed networks,
10. (if needed, indicate fields of exploitation)
11. Transfer of economic copyrights concerns the state of the Work in which it is found on the date of handover of the work of the Ordering Party,
12. All publications of the Work shall contain at the beginning an information on who the author of the Work is and who obtains copyrights.
13. Parties to the contract decide that the payment of remuneration for the execution of the Work constitutes, simultaneously, payment of remuneration on account of the transfer of economic copyrights.

§ 5

1. Any changes and supplementations of the hereby contract may be carried out solely in a written form as an annex, pursuant to the consent of both the Order Recipient and the Ordering Party.
2. In case of all matters unresolved in the hereby Contract the relevant provisions, in particular of the Civil Code, shall apply.
3. Any disputes which might arise pursuant to the execution of the hereby Contract shall be considered by the Court with jurisdiction over the seat of the Ordering Party.

§ 6

The Contract was concluded in two identical copies, one for the Ordering Party and one for the Order Recipient.

The Contract was concluded in accordance with the Act of 11 September 2019 on Public Procurement Law as amended pursuant to:

* Art. 11 sec. 1 point 3. - research and development services\*,
* Art. 2 sec. 1 point 1 - services with value less than 130 000 PLN (excluding VAT tax)\*,
* Art. 11 sec. 5 points 1 and 2 - services in the field of science or culture,

|  |  |  |
| --- | --- | --- |
| **ORDERING PARTY** | **Bursar or authorized person\*** | **CONTRACTOR** |
| ……………………………………stamp and signature of authorized person | ……………………………………stamp and signature | ……………………………………eligible signature |

I hereby note that the scope of work stemming from the hereby Specific Work Contract is not encompassed by the scope of obligations of the order resulting from the labour relationship PK.

……………………………………….

Signature of direct superior

Declarations of the Order Recipient

I am employed at (name of place of work): …………………………………………………………………………….

a. I remain on an unpaid, maternity, parental, paternity leave\* within the following term.

…………………………………………………………………………………………………………………………..

AUTHORIZATION

I authorize the Department of Personnel and Social Affairs at PK to sign documents submitted and passed on to ZUS (ZUS-ZUA, ZUS-ZZA, ZUS-ZWUA) on my behalf.

Order Recipient:

…………………..

eligible signature

Remuneration for the Work, in accordance with the Regulation of the Council of Ministers on detailed principles of financial economy of public universities are paid under the fund:

a) didactic – full-time\* , extramural\*, post-graduate\*, other ..........\*

b) research (subject no...........................)\*,

c) PK management division\*, department\*, institute\*, other ............\*,

d) material assistance for students\*.

……………………………….

Signature of the disposer of funds

\* delete as appropriate

\*\* Bursar countersigns the contract with the value equal to or higher than 130 000 PLN (excluding VAT tax) in case of contracts with the value exceeding 130 000 (excluding VAT tax), the contract is countersigned by employee for financial service to entities - limits (in case of didactic means), employees of the Team for Settling International Projects:(in case of means under structural and international projects), employees of the Department of Scientific Research (in case of means related to the financing of science or stemming from the research activity)

Stamp of organizational unit elaborating the contract

Template no. 4

ANNEX NO ……….TO SPECIFIC WORK CONTRACT NO……. FROM………

concluded on …………….in Cracow by and between the Tadeusz Kościuszko Cracow University of Technology at ul. Warszawska 24, 31-155 Cracow, represented by:

…………………………………………………………………………………………………………….

acting in this regard on the basis of the power of attorney of the Rector of the Cracow University of Technology with financial countersignature - ……….\*\*hereinafter referred to as the Ordering Party,

and

Mr/Ms\* …………………………….residing at\* ……………………………………………………….

In ………………………………….. , at ul …………………………………………………………….,

PESEL …………………………../passport number and date of birth in case of foreigners/\*

hereinafter referred to as Order Recipient.

§ 1

1. The Parties jointly agree that the following contractual provisions shall be modified:

…………………………………………………………………………………………………………..

…………………………………………………………………………………………………………..

1. The remaining provisions of the Agreement shall remain unamended.

§ 2

The hereby Annex shall come into force on ……………………………………………………………

§ 3

The hereby Annex was concluded in two identical copies, one for the Ordering Party and one for the Order Recipient.

|  |  |  |
| --- | --- | --- |
| **ORDERING PARTY** | **Bursar or authorized person\*** | **CONTRACTOR** |
| ……………………………………stamp and signature of authorized person | ……………………………………stamp and signature | ……………………………………eligible signature |

Template no. 5

**R ECEIPT** Cracow, on………………..

Surname of the Contractor/Order Recipient\* ………………………………………………………….

Names: 1) ……………………………………………… 2) …………………………………………..

Father's name\*\*\*\*\* Mother's name\*\*\*\*\*\*\*\* ……………………………………………………….

Place of birth …………………………….Date ……………………………………………………….

PESEL/NIP\*\* ………………………………………………………………………………………….

Nationality ……………………………………………………………………………………………..

Place of residence ………………………………………………………………………………………

Commune/District ……………………………………………………………………………………..

Street ………………House no. …………………Flat no …………………………………………….

Postal code …………………..City ……………………………………………………………………

Tax Office

Street …………………………..No. …………………………………………………………………..

Postal code …………………………………..City ……………………………………………………

RECEIPT FOR THE CRACOW UNIVERSITY OF TECHNOLOGY FOR EXECUTION OF CONTRACT OF MANDATE (SPECIFIC WORK CONTRACT)\* FROM: …………,NO.: ……………….SUBJECT OF CONTRACT: …………………………………………………………….

IN THE MONTH ………………………NUMBER OF HOURS ……………X (rate) ……………\*\*\*\*

TOTAL PLN: ………………………..in words: …………………………………

1. I hereby declare that work covered by the hereby receipt was performed by me\* in person outside of working hours.
2. I am/I am not a Polish tax resident\*\*\*.
3. Please transfer the funds to the bank account no.

eligible signature of the Contractor/Order Recipient\*

I DECLARE THAT WORK COVERED BY THE CONTRACT OF MANDATE/SPECIFIC WORK CONTRACT\* FROM ………………………………… MEETS THE CONDITIONS OF COPYRIGHTS.

…………………………………………………………..

eligible signature of the Contractor/Order Recipient\*

Confirm receipt of the conducted order/specific work\* I APPROVE

Date and signature unit head Date signature the person approving the contract

Signature of the disposer of funds

PAID FROM THE FUND ……………

COST SUBACCOUNT NUMBER ………………………………………………………………………

(Signature of employee responsible for limits/Department of Scientific Research/Team for Settling International Projects)

\* delete as appropriate

\*\* enter the relevant identifier

\*\*\*In case of persons who are not Polish tax residents, in order to apply the Agreement on avoiding double taxation one must provide the Payroll Department with a valid certificate of residence prior to realization of the payment.

\*\*\*\*Enter in case of contracts of mandate

\*\*\*\*\*\* to be filled out by persons who are not Polish tax residents PESEL to be indicated by the natural person who:

* does not run an economic activity,
* is not a registered tax payer of the value added tax,
* is not a taxpayer or payer of social or health insurance contributions.

NIP is indicated by the person who:

* runs an economic activity,
* is a registered taxpayer of the value added tax,
* is a taxpayer or payer of social or health insurance contributions.

Template no. 21

Register of hours for the conduct of order no. ………………..from…………………..

in ………………………… (month/ year)

First name and Surname of the Contractor ………………………………………………

Ordering unit …………………………………………………………………………….

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Day | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| Numberof hours |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Day | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | Total |
| Numberof hours |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

Signature of ordering contractor

Signature of unit head

Signature of ordering contractor Signature of unit head

Template no. 7

TRACT FOR THE ASSUMPTION OF OBLIGATIONS OF PAYER OF CONTRIBUTIONS

concluded on …………………….in Cracow by and between the Tadeusz Kościuszko Cracow University of Technology with its registered seat at Ul. Warszawska 24, 31-155 Cracow, represented by and

Mr/Ms\* ……………………………………….

residing\* ………………………………………

in …………………………. , at ul ……………………………………,

passport number ……………date of birth ……………….nationality ……………………..

§ 1

The Tadeusz Kościuszko Cracow University of Technology transfers payer’s obligations

onto you\*.

§ 2

1. The person assuming payer's obligations undertakes to carry out the below actions stemming from

The concluded civil-law contract from

1. notifying the relevant insurance institution of conclusion of the hereby contract,
2. submission to the relevant insurance institutions of the payer and the insured person,
3. monthly settlement and payment of contributions due.
4. The person assuming payer's obligations is obliged to conduct actions specified in

Sec. 1

Point 1-3 to the relevant insurance institution, established via the proper legislation.

1. The Contract was drawn up in three identical copies, one for the person assuming obligations of a payer and two for the University of Technology.

PERSON ASSUMING PAYER’S OBLIGATIONS PK Rector

(Signature of the person assuming obligations) (signature)

Legal basis:

Art. 21 of the Regulation of the European Parliament and Council (EC) no. 987/2009 from 16 September 2009 concerning conduct of Regulation (EC) no. 883/2004 on coordination of social security systems (Journal of . Laws of 284 from 30.10.2009, p. 1).

Template no. 8

PROTOCOL OF DISCREPANCIES CONCDERNING SPECIFIC WORK CONTRACT NO………….. FROM ………………

The protocol was elaborated on the date of collection of the work, that is: …………………..

(Date)

The Work handed over by the Order Recipient contains the following defects/discrepancies with respect to the contract provisions:

…………………………………………………………………………………………………………….

…………………………………………………………………………………………………………….

…………………………………………………………………………………………………………….

…………………………………………………………………………………………………………….

…………………………………………………………………………………………………………….

…………………………………………………………………………………………………………….

The order recipient shall remove the defects/conduct corrections consisting in:

…………………………………………………………………………………………………………….

…………………………………………………………………………………………………………….

…………………………………………………………………………………………………………….

…………………………………………………………………………………………………………….

on or before …………………………...

(Date)

In the event of exceeding the agreed term, the Order Recipient shall pay the Ordering Party a contractual penalty in the amount established in line with § 3 sec. 1 letter b of the Contract.

Ordering Party Order Recipient

……………………………………….. ………………..

(Date, signature of ordering unit head) (date, signature)