

**Contract of mandate No. 00/00/0000/**

(MPK-cost centre/year/consecutive number)

This contract of mandate (hereinafter referred to as the "*Contract*") concluded on .....

between:

Poznan University of Technology, hereinafter referred to as the "*Mandator*", represented by:

.....  
(first name, surname, function)

and

..... residing .....

PESEL (National Identification Number): ....., hereinafter referred to as the "*Mandatary*",

hereinafter referred collectively to as the "*Parties*".

**§ 1.**

1. The Mandator hereby entrusts, and the Mandatary accepts the mandate to perform on its own behalf, but for the benefit of the Mandator the following activities (MPK number):

..... :

- A. ....
- B. ....
- C. ....

**§ 2.**

The Mandate should be performed by the Mandatary in the period from ..... to .....

2. If the Contract is performed by an entity other than a public entity, the provisions of the Act of 19 July 2019 on ensuring accessibility to persons with special needs should be applied, taking into account the minimum requirements for ensuring accessibility to persons with special needs specified in Article 6 of the above-mentioned Act.

**§ 3.**

1. The Mandatary will be awarded a remuneration for the performance of the mandate in the amount of .....gross, and the number of hours spent on the performance of the mandate is .....
2. The remuneration referred to in section 1 will be paid by bank transfer to the Mandatary's bank account in the month following the performance of the mandate, and in the case of a mandate lasting more than a month, the remuneration for its performance will be paid once a month.
3. The condition and basis for payment of the remuneration referred to in section 2 is to provide the Mandator with a correctly drawn-up bill – a report with due confirmation of the number of hours spent on the performance of the Contract in each month of performing the activities, the template of which is specified in the Attachment to the Contract.
4. If the Mandatary fails to provide the Mandator with the bill referred to in section 3, the Contract will be terminated with immediate effect.

5. The Mandator declares that it has a status of a large entrepreneur within the meaning of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions. This information is submitted in accordance with the requirement specified in Article 4c of the Act in question.

#### § 4.

1. The Mandatary has the right to access all the documentation which is in the Mandator's possession and which is necessary to perform the mandate.
2. If such documents are not available, the Mandator is obliged to provide the Mandatary with the necessary information.

#### § 5.

1. The Mandatary undertakes to have up-to-date medical examinations and training related to occupational health and safety.
2. The Mandatary undertakes to pay the Mandator 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 seeking further compensation, even exceeding the amount of the contractual penalty, based on general principles.

#### § 6.

During the term of the Contract, as well as after its termination or expiry, the Mandatary undertakes not to provide or disclose to any third parties any information regarding the Mandator which is not disclosed publicly.

#### § 7.

1. In order to properly perform this Contract, the Mandator will provide the Mandatary with access to the Mandator's facilities located in building ..... room ..... together with the property located therein.
2. The Mandatary declares that it accepts full material liability up to the amount of damage to the above-mentioned property found by the Mandator and undertakes to cover the damage immediately after being called upon to do so.
3. The Mandatary declares that it accepts full responsibility for any other costs incurred by the Mandator and related to the damage to the property entrusted to the Mandatary.

#### § 8.

1. All amendments to this Contract must be made in writing under pain of nullity.
2. The information clause is attached to the Contract.
3. The court competent to settle any disputes related to the performance of the Contract will be the court competent for the Mandator's registered office.
4. The law applicable to the Contract is Polish law, in particular the Polish Civil Code and other acts.
5. The Contract has been drawn up in two identical copies, one for each Party.

**M a n d a t o r:**

**M a n d a t a r y:**