

**Ordinance No. 30
of the Rector of Poznan University of Technology
of 16 June 2026
(RO/VI/30/2026)**

**on the rules governing the implementation of external contracts at
Poznan University of Technology**

Pursuant to Article 23(1) and Article 23(2)(2) of the Act of 20 July 2018 – Law on Higher Education and Science (Journal of Laws of 2024, item 1571, as amended), the following **is ordered**:

§ 1

1. Whenever reference is made in this Ordinance to external research contracts, this shall mean remunerated commercial research services performed by Poznan University of Technology, hereinafter referred to as the “University”, for the benefit of external entities, hereinafter referred to as the “Clients”, within the scope of scientific research or development activities as defined in the Law on Higher Education and Science.
2. The provisions of this Ordinance shall not apply to contracts of mandate (umowa zlecenie) or contracts for specific work (umowa o dzieło):
 - 1) concluded individually by employees of the University with third parties;
 - 2) implemented by the special-purpose company of Poznan University of Technology.
3. An employee of the University performing contracts referred to in section 2:
 - 1) shall not use the name, symbols or identifying marks of the University, including, in particular, its logo, letterhead or official seals;
 - 2) shall perform such contracts outside their working hours and outside the University premises;
 - 3) shall not use the University's infrastructure.
4. The special-purpose company of Poznan University of Technology may use the University's infrastructure on a commercial basis, in accordance with the applicable regulations and pursuant to separate contractual arrangements.

§ 2

1. Administrative support for the implementation of external research contracts shall be provided by the organisational unit of the University in which the contract is carried out.
2. Responsibility for the proper implementation of an external research contract shall rest with the project manager and the head of the organisational unit carrying out the contract.
3. Responsibility for the proper determination of the provisions of civil-law contracts concluded with University employees, as well as contracts concluded between the University and the Client, including provisions concerning intellectual property rights, shall rest with the project manager and the head of the organisational unit carrying out the contract. In performing the activities referred to in the first sentence, the project manager and the head of the organisational unit may seek support from the relevant organisational units of the University.

§ 3

1. A University employee approached by an external entity regarding the performance of a research contract shall be required to obtain the approval of the head of the relevant organisational unit, subject to cases requiring additional approvals.
2. Upon obtaining the approval referred to in section 1 and fulfilling the requirements specified in this Ordinance, the employee shall become the manager of the commissioned work, unless another employee meeting the requirements for that function is designated, in agreement with the head of the organisational unit.
3. Where interest in commissioning a contract is expressed directly to the University or to an organisational unit, the head of that unit, in consultation with the employee concerned, shall designate that employee to carry out the contract, and, upon obtaining the required approvals, the employee shall perform the function of manager of the commissioned work.
4. A decision on whether to undertake an external research contract shall be made taking into account, in particular, the organisational and technical capacity of the University to perform the contract and the economic assessment of the contract, confirming that the anticipated revenue will cover the full costs of its implementation, including direct costs, indirect costs and the minimum profit level specified in separate regulations, as well as the outcome of the contractor verification process.

§ 4

1. As a rule, external research contracts shall be carried out on the basis of a written agreement.
2. The performance of a contract on the basis of a written order issued by the Client shall be permitted in the following cases:
 - a) contracts with a net value not exceeding PLN 20,000;
 - b) contracts performed for courts, public prosecutors' offices, or other public administration bodies.
3. In justified cases, and subject to the prior approval of the Bursar, contracts of a higher value may also be performed on the basis of a Client's order.
4. Orders performed without the conclusion of an agreement in written form or in electronic form bearing a qualified electronic signature shall contain the elements specified in the model order set out in Attachment No. 3. Orders with a net value not exceeding PLN 5,000 may be submitted in simplified form, by e-mail, without the need to attach a document bearing a qualified electronic signature and without the requirement to include all elements specified in the model order, provided that they contain at least the information necessary to identify the Client, the subject matter, the completion date and the value of the order.
5. Organisational units shall be required to register agreements and orders in the Electronic Document Workflow System (EOD).
6. The template agreement for the performance of an external research contract is set out in Attachment No. 1 to this Ordinance.
7. A draft agreement shall be subject to mandatory formal and legal review by the Legal Advisory Group where:
 - a) the agreement template has been modified; or
 - b) the agreement template requires determination through individual negotiations between the parties; or

- c) the agreement is concluded using the Client's template.
- 8. A draft agreement prepared using the template referred to in section 6, without substantive amendments, shall not be subject to formal and legal review.
- 9. Agreements shall be concluded in written form or in electronic form bearing a qualified electronic signature prior to the commencement of performance of the contract.
- 10. In particularly justified cases, agreements with a value not exceeding PLN 100,000 may be concluded in another documentary form within the meaning of the Civil Code, provided that the agreement is subsequently executed without undue delay in written form or in electronic form bearing a qualified electronic signature. The conclusion of an agreement in another documentary form shall be reported without undue delay to kwestura@put.poznan.pl.
- 11. Agreements with a gross value exceeding PLN 50,000 shall be accompanied by a document confirming the authority of the person signing the agreement to conclude it on behalf of the Client, unless such authority arises directly from the relevant register, in particular the National Court Register or the Central Registration and Information on Business Activity.
- 12. The content of every agreement shall require the prior approval of the Bursar, particularly with regard to financial provisions, including payment terms and conditions and settlement procedures.

§ 5

- 1. Where an external research contract is carried out with the participation of individuals performing tasks under civil-law contracts concluded by the University, and the University's infrastructure is used in the course of performance, this fact must be expressly specified in the agreements concluded by the University in connection with the performance of the contract.
- 2. Use of the infrastructure referred to in section 1 may be free of charge or subject to payment, in accordance with the provisions of the agreements referred to in section 1.
- 3. The provisions of the Regulations on the Management of and Responsibility for the Property of Poznan University of Technology shall apply accordingly to individuals performing tasks under the civil-law contracts referred to in section 1. However, a separate agreement concerning financial liability for entrusted property need not be concluded, provided that appropriate provisions are included in the agreement referred to in section 1.
- 4. The provisions of this section shall not apply to the performance of external research contracts carried out by University employees within the framework of their employment relationship.

§ 6

- 1. The documentation and financial settlement of external research contracts shall be carried out in accordance with the procedures in force at the University.
- 2. Any costs related to the performance of external research contracts may be incurred solely for the purposes of a specific contract and exclusively during the period of its implementation.
- 3. Civil-law contracts concluded by the University in connection with the performance of external research contracts must contain clear provisions specifying the categories of costs eligible for financing or reimbursement and the rules governing their settlement. In the absence of such provisions, the University shall not incur any expenditure.

4. Travel undertaken by persons performing tasks under civil-law contracts concluded by the University shall not constitute business travel within the meaning of labour law regulations.
5. The provisions of sections 3 and 4 shall not apply to contracts performed by University employees within the framework of their employment relationship.
6. Civil-law contracts concluded with heads of organisational units acting as performers of external research contracts, as well as the related settlement documents, shall be signed by the Vice-Rector for Development and Cooperation with Industry. Such documents shall be submitted through the Centre for Technology Transfer.

§ 7

1. The basis for issuing an invoice shall be the agreement or order, together with a work acceptance certificate.
2. The work acceptance certificate shall include, in particular:
 - a) the date of completion of the service and the date of preparation of the certificate;
 - b) identification of the Parties to the agreement;
 - c) specification of the subject matter of the agreement;
 - d) the status of contract performance:
 - proper performance of the service; or
 - proper performance of the service subject to minor comments, together with a list thereof; or
 - improper performance of the service, together with a detailed list of all identified defects, deficiencies or reservations;
 - e) information on the outcome of the acceptance procedure, namely:
 - acceptance of the service without reservations; or
 - conditional acceptance, together with a deadline for remedying the identified defects, deficiencies or reservations; or
 - refusal to accept the service, together with the reasons therefor and a deadline for remedying the identified defects, deficiencies or reservations;
 - f) a statement confirming that the service has been performed in accordance with the provisions of the agreement;
 - g) the names and signatures of the persons authorised to accept the service on behalf of the Client and the University.
3. In the case of contracts with a net value not exceeding PLN 5,000, preparation of a work acceptance certificate may be dispensed with, provided that completion of the contract is confirmed in another form, in particular by e-mail or by confirmation of receipt of the subject matter of the contract (e.g. a report, study, or other work product).
4. An invoice shall be issued without undue delay and no later than the 15th day of the month following the month in which the service was performed.
5. Where an invoice is not issued within the period referred to in section 4, resulting in an obligation to pay interest due to the late settlement of VAT, the head of the organisational unit shall take steps to identify the person responsible. Where fault is established, the cost of the accrued interest shall be charged to that person.

6. Where there is a risk of delay in the performance of a contract, the person responsible for its implementation shall be required to take immediate steps to amend the contractual completion date before the expiry of the applicable deadline.

§ 8

1. Until payment or an advance payment has been received, pre-financing of costs shall be permitted up to a net amount of PLN 20,000 and, above that amount, subject to the approval of the Bursar.
2. Remuneration under contracts for specific work (umowa o dzieło) shall be paid upon acceptance of the subject matter of the contract without reservations.
3. Remuneration under contracts of mandate (umowa zlecenie) shall be paid on a monthly basis.
4. In the case of advance payments or partial payments, remuneration under contracts for specific work may be paid following partial acceptance of the work, provided that the corresponding funds have been received from the Client.

§ 9

1. Contracts with a net value exceeding PLN 100,000 or performed over a period exceeding six months shall be settled in stages.
2. In the case of continuous services provided for a period exceeding one year, Article 19a(3) of the VAT Act shall apply.

§ 10

For contracts with a net value exceeding PLN 100,000, submission of a notification form prepared in accordance with the template set out in Attachment No. 2 shall be mandatory.

§ 11

1. This Ordinance shall apply accordingly to contracts that do not constitute research contracts.
2. In justified cases, the Rector or a person authorised by the Rector may grant permission for derogations from this Ordinance.
3. Ordinance No. 2 of the Rector of Poznan University of Technology of 19 February 2018 concerning the introduction of a commissioned work notification form for projects with a net value exceeding PLN 100,000 carried out at Poznan University of Technology as part of its commercial activities is hereby repealed.
4. This Ordinance shall enter into force on the date of its signature and shall apply with effect from 1 July 2026.

Rector
of Poznan University of Technology

Prof. Teofil Jesionowski, Ph.D., D.Sc.