**CIVIL LAW CONTRACT (*UMOWA O DZIEŁO*) No .........................................**

concluded this ………………… day of ………………., 20…

by and between

Uniwersytet im. Adama Mickiewicza [Adam Mickiewicz University] in Poznań, hereinafter referred to as UAM, represented by

……………………………………………………………………………………………………………………………………………

and

………………………………………………………………………………………………….……….., hereinafter referred to as Contractor

PESEL/NIP1: …………………………………………………. domiciled in ……………………..………………………………………………

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

The Parties have agreed as follows:

§1

UAM hereby orders and Contractor accepts to do the following:

|  |
| --- |
| ......................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................... |

§2

1. The Contractor shall perform work using the Contractor’s own materials/UAM will provide the Contractor with materials necessary to perform the work – delete the non-applicable option.
2. The Contractor shall provide a specification of the materials stipulated in §2(1), which the Contractor used to perform the work and will return all the materials, which have not been used to perform the work. The specification will be provided on or before the receipt of the work by UAM.
3. **The Contractor shall start the work on ……………………………….. and will complete it on ………………………………..**

§3

1. UAM shall accept the work in …………………………………………………………………………………………………..

(its registered office/outside its registered office)

on the day stipulated in §2 as the completion day.

1. The work will be accepted against a handover report.

§4

1. Without prior written consent of UAM, the Contractor cannot entrust performance of the whole or part of the work to any other person.
2. Failure to observe the prohibition stipulated hereinabove shall give UAM the right to terminate the contract forthwith without the Contractor’s right to receive any compensation.

§5

1. Upon the receipt of the work UAM shall pay the agreed gross consideration in the amount of:

|  |  |
| --- | --- |
| **PLN ………………………………..** | In words: ………………………………………………………………………………….……… zloty  |

The consideration will be paid once2, every month2, in instalments2 and reduced by the social security contribution (which pursuant to the regulations must be paid by the Contractor out of the Contractor’s own funds) and by the relevant withholding tax and health insurance.

1. The consideration shall be paid by transfer into the Contractor’s bank account indicated in the invoice within the time defined in the Regulation of UAM President regarding civil law contracts, against the invoice, from the funds of

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

(fund name)

1. Costs of business trips (travel, hotels)2):

a) will be paid by the Contractor out of the lump sum money;

b) will be refunded against supporting documents to the extent stipulated in the regulations on business travels;

c) will be paid by UAM (including per diem allowance of foreign guests or purchase of catering services).

§6

UAM has empowered ……………………………………………………………………………………………………………..

to accept the work. Acceptance will be confirmed on the invoice issued by the Contractor.

§7

1. In case of any delay in the performance of work:
2. The Contractor shall pay liquidated damages equal to 0.5% of the agreed consideration stipulated in §5(1) for each day of delay,
3. UAM may withdraw from the contract when the delay is longer than one month and demand the liquidated damages stipulated in §7(1) letter „a”.
4. UAM shall have the right to seek compensation higher than the liquidated damages.

§8

1. In the case of persons who are not UAM Employees the Statement of a non-UAM Employee, which has been prepared pursuant to the template, which constitutes Exhibit 6 to UAM President’s Regulation 33/2012/2013 of 26 November 2012, shall constitute an exhibit hereto.
2. In the case when any of the data given in the Statement, which constitutes an exhibit hereto, the Contractor shall inform of them the relevant employee of the Dział Płac i Stypendiów UAM [Salaries and Bursaries] and will submit an updated statement with the changed data underlined, forthwith but no later than within 3 working days from the change of the data.

§9

Any amendments to this Contract shall be made in writing in the form of an annex, otherwise being null and void, and will be effective when signed by both Parties.

§10

Any disputes, which may result from this Contract, shall be settled by a competent court in the registered office of UAM. Any matters, which have not been stipulated in this Contract, shall be governed by the relevant provisions of the civil code.

§11

The Contract has been drawn up in two identical copies, one for UAM and one for the Contractor.

The Contract has been concluded (underline the applicable option and complete):

* pursuant to the Public Procurement Law of 29 January 2004 (Dz.U. No 19/2004, item 177) as stipulated in Article ………………………………………………………………………
* without the application of the provisions of the Public Procurement Law of 29 January 2004 (Dz.U. No 19/2004, item 177) as stipulated in Article 4(8)

***UAM employees:***

*The work stipulated in the Contract is not part of the regular duties of the Contractor under the contract of employment concluded with UAM and will be performed outsider the regular working hours*

*.…………………………………………………………..*

*Signature of direct superior*

 Sources of finance:

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 ...............................................................................................

 **Stamp and signature of fund administrator**

|  |  |
| --- | --- |
| Department ……………………………………………………… |  |
| Objective …………………………………………………………. |  |
| Cost centre ………………………………………………………. | ………………………………………………………………… |
| Source of finance ……………………………………………….. | Account assignment - date and signature  |
| Contract number ………………………………………………… |  |
|  |  |
| **Contract verified:** |
| formally | financially |
|  |  |
| ………………………………………………………… | ……………………………………………………… |
| Central Administration Head/Project Leader | Bursar |
|  |  |
|  |  |
| …………………………………………………………… | …………………………………………………………….. |
| **Contractor** | **President / Registrar** |
|  |  |
| 1) underline the applicable | Recorded ……………………………………………………….. |