**CONTRACT OF ORDER NO .................**

Concluded on …………….. in Warsaw between:

Józef Piłsudski University of Physical Education in Warsaw, ul. Marymoncka 34,

00-968 Warsaw, NIP: 525-00-11-875

Represented by:

**1. Rector prof. dr hab. Bartosz Molik**

**2. Chief Accountant, Elwira Andrzejkiewicz, MA,**

hereinafter referred to as the "Employer",

and

**Prof. ………………………………….**

residing in

……………………………………………

**PESEL / ID, NIP ……………………**

hereinafter referred to as the "Contractor",

The parties to this contract by will and acting pursuant to Art. 4 point 8 of the Act of January 29, 2004 Public Procurement Law (Journal of Laws of 2013, item 1047), decided to conclude an agreement as follows:

**§ 1**

Subject of the contract

1. The subject of this contract is: …………………………………………….

2. The classes referred to in § 1 will be conducted by the Contractor in a stationary form at the Józef Piłsudski University of Physical Education headquarters in Warsaw or in an on- line ( remote) form using the methods and technologies of distance learning.

3. The execution of the duties referred to above will be confirmed by the Employer - the Dean of the Faculty………………………………….

**§ 2**

Detailed specification of the subject of the contract

The detailed scope of the subject of the contract includes the following activities:

……………………….. hours of classes in accordance with Annex 1.

**§ 3**

Duration of the agreement

The contract was concluded for the period from ………… until ……………………….

**§ 4**

Remuneration and payment regulations

1. The Contractor's remuneration is agreed to be: PLN ……………… gross ( in words: ……………………………. zlotys) per hour of work. The Contractor shall receive a total remuneration of PLN ……………………… (in words: ……………………………..zlotys ).

2. The Employer shall pay the Contractor a remuneration on the basis of a monthly bill correctly issued by the Contractor, within the time limit agreed with the Employer. Unless the Employer and the Contractor have agreed otherwise, the bill containing the information referred to above shall be provided by the Contractor to the Employer no later than by the 3rd day of the month following the month to which the information relates. The invoice must contain information on the number of hours covered in the month for which the Contractor has issued the bill, in accordance with Art. 8a and 8b of the Act of October 10, 2002 on the minimum remuneration for work (Journal of Laws of 2015, item 2008, as amended). At the request of the Employer, justified by the specificity of the assignment to be carried out, the Contractor may be required to provide, in addition to the information on the number of hours covered in the month for which the Contractor has issued the bill, also the specification of how many hours he /she worked on each specific day of the month (timesheets) for which the Contractor has issued the bill.

3. The amount referred to in paragraphs 1 and 2 will not be increased throughout the duration of the contract.

4. The Employer undertakes to pay the amount indicated in:

a) the invoice - from the 15th to the 20th of the month, provided that a correctly issued and approved invoice is submitted to the Accountant’s Office by the end of the month preceding the payment month.

b) the invoice - 21 days from the date of receipt by the Employer of a correctly issued invoice by the Contractor.

5. Payment of remuneration will be made in a non-cash form to the Contractor's bank account:

 **Bank account: ………………………..**

 **Name of the bank: ………………………**

 **IBAN-number: …………………………………………..**

6. The day of affecting the payment shall be the day the Employer places the instruction to transfer the payment.

7. In the case of conducting classes in a stationary form in addition to the remuneration, the Contractor, after prior agreement of the amount and conditions with the Employer may receive a reimbursement of travel costs based on the documents presented.

**§ 5**

Mode of execution

1. The Contractor declares that he/she has all the necessary powers and qualifications to execute the contract herewith.

2. The Contractor undertakes to execute the contract hereby with due diligence required for the proper performance of the service being the subject of this contract.

3. The appointment of a subcontractor is possible only with the written consent of the Employer.

**§ 6**

Termination of the contract

1. The parties allow the possibility of terminating the contract by mutual agreement of the parties.

2. The Employer has the right to terminate the contract immediately in the event of:

a) failure to execute the contract or cessation of its execution,

b) improper execution of the contract,

c) other gross breach by the Contractor of the terms of the contract herewith.

3. If the contract is terminated by the Employer in the circumstances referred to in sec. 2, the Contractor is entitled to the remuneration only for the work provided up to the termination of the contract.

**§ 7**

Contractual penalties

1. The Contractor shall pay the Employer contractual penalties in the event of:

a) improper execution of the contract - 0.2% of the gross remuneration specified in § 4 section 1 of the contract for each case of improper execution of the contract,

b) termination of the contract by the Employer for reasons attributable to the Contractor or termination of the contract by the Contractor for reasons for which the Employer is not responsible - in the amount of 20% of the total gross remuneration specified in § 4 section 1 of the contract.

2. The parties may claim damages in excess of the contractual penalties.

3. The Employer reserves the right to deduct contractual penalties from the remuneration the Contractor is entitled to.

**§ 8**

Personal data and confidentiality

The Contractor undertakes to maintain confidentiality and to keep confidentiality of all materials, documents or data obtained from the Employer in connection with the signing and fulfilment of the contract.

**§ 9**

Contract alterations

1. Any changes to the contract herby may be made with the consent of both parties and must be made in writing under the rigour of nullity.

2. The Employer provides for the possibility of changing the contract signed in the event the legal status of the contract is altered, which may result in the need to amend the entire contract.

**§ 10**

Final Provisions

1. In matters not covered by this contract, the provisions of the Civil Code shall apply.

2. Correspondence will be sent to the addresses of the Parties indicated in the contract. In the event of a change of address, the Parties will notify each other about it, and in the event of failure to do so, the correspondence sent to the last known address shall be deemed effectively delivered after 14 days from the date of posting.

3. Any disputes that may arise in connection with the contract hereby will be settled by the Common Court appropriate for the Employer's locality.

4. The contract has been made in two identical copies, one for each party.

**…………………………………… …………………………………….**

Employer Contractor