**TEMPLATE**

**Contract of mandate no. \_/\_**

**for the supervision in the procedure for conferring the Doctoral degree**

Concluded on ..............................................., in Bialystok between:

Medical University of Bialystok, ul. Jana Kilińskiego 1, 15-089 Białystok,

hereinafter referred to as “the University”,

represented by:

and

Mr/ Ms:

first name:

last name:

hereinafter referred to as “the Supervisor”

Pursuant to Article. 2 sec. 1 point 1 of the Act of 11 September 2019 Public Procurement Law, due to the fact that the value of the subject of the contract does not exceed the equivalent of PLN 130,000, this law does not apply to this contract.

# § 1

1. The University entrusts and the Supervisor undertakes to act as a supervisor in the procedure
for conferring the Doctoral degree of MD/MSc ............................ on the base of dissertation titled: “........................................................................................................................”.
2. The Supervisor guarantees a high level of performance of the subject of the Contract. The Ordering Party has the right to control the manner of performance of the Contract and to demand appropriate changes.

# § 2

1. The Supervisor shall receive a one-time remuneration in the amount of ......................... gross for the performance of the subject of the Contract.
2. The remuneration shall be paid after the Senate adopts a resolution on conferring the Doctoral degree on the person referred to in § 1 sec. 1 of the Contract, by the 15th of the following month from the date of submitting the invoice.
3. The Supervisor shall be reimbursed for travel costs on the terms set out in the regulations on determining and the amount of receivables due to employees for a business trip within the country, however the amount of travel costs reimbursement may not be higher than the equivalent of a normal 1st class express train ticket.

# § 3

* + - 1. In the event of non-performance or improper performance of the Contract, the University has the right to withdraw from the Contract and demand payment of a contractual penalty in the amount of 10% of the gross amount of the remuneration referred to in § 2 sec. 1 of the Contract.
1. The University has the right to claim damages exceeding the amount of contractual penalties on general terms.

# § 4

1. The University shall be liable for damages caused to third parties by the Supervisor, resulting from non-performance or improper performance of obligations under this Contract, subject to the provisions below.
2. The Supervisor is obliged to fully compensate the University for the costs and damages incurred
as part of the obligation to repair damages caused to third parties, referred to above.

# § 5

1. In matters not covered by the Contract, the provisions of civil law shall apply.
2. Amendments and additions to the Contract must be made in writing.

# § 6

The Contract is concluded for the duration of the procedure for conferring a Doctoral degree, with the possibility of termination with a 3-month notice period.

# § 7

Any disputes that may arise from this Contract shall be settled amicably in the first place. Any disputes not settled amicably shall be referred to the Common Court competent for the seat of the University.

# § 8

* + - 1. In connection with the implementation of the subject of the Contract, the University authorizes the Supervisor to process personal data, the administrator of which is the University, to the extent and for the purpose necessary to perform the Contract.
			2. The Supervisor is obliged to comply with generally applicable provisions on the protection of personal data and internal legal acts regarding the protection of personal data in force at the University.
			3. The Supervisor is obliged to process personal data to which they will gain access, solely for purposes related to the performance of the subject of the Contract.
			4. The Supervisor is obliged to secure and keep confidential - both during the term of the Contract and after its termination - personal data to which he/she will have access in connection with the performance of the Contract.
			5. The University has the right to control the processing of personal data in connection with the performance of this Contract.
			6. The Supervisor shall bear full liability for damages resulting from his/her behaviour, caused by the processing of personal data inconsistent with the contract, in particular damage caused by unauthorized disclosure, removal by an unauthorized person, as well as change, loss, damage or destruction.

# § 9

The Contract was drawn up in two identical copies, one for the University and one for the Supervisor.

**THE UNIVERSITY:**

**Deputy Chancellor - the MUB Bursar:**

**SUPERVISOR:**