**TEMPLATE**

**Contract for work no. \_/\_**

**for participation in Post-doctoral Committee**

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

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

further referred to as the "Ordering Party",

represented by:

and

Mr/Ms:

first name:

last name:

further referred to as “the Contractor”

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. In connection with entrusting the Contractor with the duties of the ……………………………… in Post-doctoral Committee in the procedure for conferring the Post-doctoral degree to Mr/Ms …………………….., the Ordering Party entrusts, and the Contractor undertakes to prepare, together with the other members of the post-doctoral committee, an opinion on the award or refusal to award the Post-doctoral degree, along with the justification, within the deadline of 6 weeks from the date of receipt of the review.
2. The Contractor may not entrust the performance of his/her obligations to another person.
3. The Contractor guarantees a high level of performance of the subject of the Contract.

# § 2

* + - 1. The Contractor shall receive a remuneration in the amount of ......................... gross for the performance of the subject of the Contract.
			2. The remuneration will be paid after the completion of the procedure for awarding the Post-doctoral degree, after confirmation of the completion of the work by the Dean of the ordering unit, by the 15th of the following month from the date of submission of the bill.
			3. The Contractor 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 and the reimbursement of accommodation costs covers 1 hotel day.
1. The reimbursement referred to in sec. 3 does not apply to employees of the Medical University of Bialystok.

# § 3

* + - 1. In the event of non-performance or improper performance of the work, the Ordering Party has the right to:
				1. withdraw from the Contract and demand payment of the contractual penalty in the amount of 10% of the gross amount of the remuneration referred to in § 2 section 1 of the Contract, or
				2. grant an additional deadline for the performance of the work and at the same time demand payment of a contractual penalty in the amount of 1% of the gross remuneration referred to in § 2 section 1 of the Contract for each day of delay, counted from the set additional deadline.
1. The Ordering Party has the right to claim damages exceeding the amount of contractual penalties on general terms.

# § 4

1. The Ordering Party shall be liable for damages caused to third parties by the Contractor, resulting from non-performance or improper performance of obligations under this Contract, subject to the provisions below.
2. The Contractor is obliged to fully compensate the Ordering Party 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. Any modifications and amendments of this Contract must be made in writing or otherwise shall be null and void.

# § 6

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

# § 7

1. In connection with the implementation of the subject of the Contract, the Ordering Party authorizes the Contractor to process personal data, the administrator of which is the Ordering Party, to the extent and for the purpose necessary to perform the Contract.
2. The Contractor 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 Ordering Party.
3. The Contractor 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 Contractor 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 Ordering Party has the right to control the processing of personal data in connection with the performance of this Contract.
6. The Contractor 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.

# § 8

The Contract was drawn up in two identical copies, one for the Ordering Party and one for the Contractor.

**THE UNIVERSITY:**

**Deputy Chancellor - the MUB Bursar:**

**THE CONTRACTOR:**