



POLISH NATIONAL AGENCY
FOR ACADEMIC EXCHANGE

ZUA

CONTRACT OF MANDATE (hereinafter referred to as the "Contract")

concluded on 1/12/2025 in Krakow between

AGH (University of Krakow) with its registered office in Krakow, 30 Mickiewicz Ave, 30-059 Krakow

Centre for International Affairs
represented by:

Director of Centre for International Affairs - MA Paweł Świerk
acting on the basis of the power of attorney granted by AGH Rector on March 26, 2004,
No Rb-D.014-98/24

against the financial countersignature of the Deputy Bursar – MA Joanna Cichy
hereinafter referred to as the "**Principal**"

and
Pham Thanh Hai

hereinafter referred to as the "**Contractor**"

jointly referred to as the "**Parties**".

§ 1. **Subject Matter of the Contract**

The Principal mandates and the Contractor agrees to perform the following activities/tasks:
Implementation of joint research projects supporting education – research group no. 1.

Research topic: "Waste management and recycling in sustainable construction"
Research objective: *Research on innovative methods of recycling building materials, management of waste generated during construction processes and usage of facilities. Development of new technologies for the reuse of waste materials and their implementation in green construction.*

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Publication of two scientific articles in international journals ranked in the top decile according to Scopus:

- Waste Management (Q1 journal, Impact Factor: 7.1), points in the Minister of Science (2024) - 200
- International Journal of Sustainable Engineering (Q1 journal, Impact Factor: 3.6), points in the Minister of Science (2024) - 70
- Sustainability (Q1 journal, Impact Factor: 3.3), points in the Minister of Science (2024) - 100
- Energies (Q1 journal, Impact Factor: 3.0), points in the Minister of Science (2024) - 140

Schedule of work of research group no. 1:

- from December 1, 2025 to January 31, 2027 (14 months) – period of research work under the contract of mandate.
- between June 10 and 11, 2026 – participation of group members in a scientific seminar in Vietnam, summarizing the group's work to date and disseminating the results of its activities.
- from February 1, 2027, to April 31, 2027 – review process of two scientific publications resulting from the group's work.
- by June 31, 2027 - publication of two scientific articles by the group
- between July 5 and 6, 2027 - presentation of research results during the 9th edition of the POL-VIET international conference at AGH University of Krakow.

2. *Praca wykonywana będzie w ramach umowy 12.12.645.70000*

§ 2.

Time limits

1. The Contractor undertakes to perform the above activities from January 1, 2025 to January 31, 2027
2. Activities/tasks may be performed on the Principal's premises or off-site.
3. The Contractor will ensure that the activities are performed at any time necessary for the proper performance of the subject matter of the Contract.

§ 3.

Remuneration

1. For the proper performance of the activities specified in §1, the Parties agree on a gross remuneration for the Contractor payable monthly at an hourly rate of:
 - from December 2025 to September 2026 - 12 hours per month x PLN 232.59 = PLN 2 791.08 (in words: two thousand seven hundred ninety-one złoty and eight groszy).
 - from October 2026 to January 2027 - 10 hours per month x PLN 232.59 = PLN 2 325,89 (in words: two thousand three hundred and twenty-five Polish zloty and eighty-nine groszy).
2. The maximum number of hours to perform the mandated activities/tasks may not exceed: 160h
3. The maximum gross remuneration payable to the Contractor for the performance of the subject matter of the Contract may not exceed the amount of PLN 37 214.21 (in words: PLN thirty-seven thousand two hundred fourteen zlotys and twenty one groszy), resulting from the product of the contractual hourly rate referred to in subparagraph 1 and the maximum number of hours referred to in subparagraph 2.
4. Payment of the remuneration will be made no later than on the last day of each month for the preceding month of the Contract's operation, following confirmation of unqualified acceptance of the subject matter of the Contract for the respective month. Payment of the remuneration will be based on a VAT invoice/bill issued by the Contractor and submitted until fifth working day of each of the following month at the Principal's organisational unit concluding the Contract, together with a written statement indicating the activities performed during that time and the time spent on them, broken down by the days of the month and the hours involved.
5. Acceptance of the subject Matter of the Contract without reservation will be deemed to have taken place upon confirmation by the Principal of the performance of the subject Matter of the Contract on the invoice issued by the Contractor.
6. The remuneration will be transferred by bank transfer to the Contractor's bank account indicated on the invoice.

7. Any consequences of the delayed payment of remuneration resulting from the failure to submit an invoice with time records for the performance of the activities/tasks within the time limit resulting from this Contract, or from the failure to duly perform this Contract, will be borne by the Contractor.
8. The amount of remuneration referred to in subparagraph 1 will be deducted from the amount of public dues, in accordance with the applicable law in force.

§ 4.

Contractor's Declarations

1. The mandated activities/tasks will be monitored and periodically accepted by the Principal in accordance with the internal regulations in force at AGH.
2. The Contractor warrants that it has the appropriate meritorious and formal qualifications to carry out the activities/tasks set out in this Contract and that there are no formal or technical obstacles that would impede the performance of these activities/tasks. The Contractor will perform the subject matter of the Contract in a timely manner and with due diligence, and will protect the interests of the Principal with regard to the activities/tasks entrusted to the Contractor. In the event of delayed performance, defective performance or improper performance, the Principal may demand that the Contractor make additions and corrections and the Contractor will undertake to do so as part of the remuneration under this Contract.
3. If the work carried out requires additions and corrections, the Contractor undertakes to carry out the activities/tasks within an additional set deadline as part of the remuneration specified in §3 of the Contract.

§ 5.

Contract's Termination

In the event of non-performance or improper performance by the Contractor of the terms of this Contract, the Principal may terminate the Contract and to demand that the Contractor pay the resulting damages and losses.

§ 6.

Activities/tasks Performed Independently

1. The Contractor may not entrust the performance of the activities/tasks under this Contract to a third party without the prior written consent of the Principal, nor may it assign its rights under the Contract to a third party.
2. The Contractor undertakes to carry out the activities in person, in his/her own name and on his/her own account, applying the knowledge and skills necessary to perform the subject matter of this Contract.

§ 7.

Legal Nature of the Contract

1. Activities on behalf of the Principal will not be carried out under the Principal's direction within the meaning of Article 22 of the Labour and Employment Code.
2. For the avoidance of doubt, the Parties unanimously and knowingly declare that the Contract binding them is a civil law contract and in no way a contract of employment within the meaning of the Labour and Employment Code. The choice of a civil law contract - a contract of mandate - was made knowingly by the Parties and expresses in particular the Contractor's interests.
3. The Principal undertakes to comply with the obligations under Article 304 of the Labour and Employment Code and the Contractor undertakes to comply with the health and safety rules under Article 304¹ of said Code.

§ 8. Copyrights

1. As part of the remuneration specified in §3, the Contractor will transfer to the Principal the entirety of the economic copyright in all works created for the purposes of, in connection with, or incidental to the performance of the subject matter of this Contract, as well as the derivative rights, including the right to exercise and authorise the exercise of derivative rights.
2. The transfer of rights referred to in subparagraph 1 will include all fields of use referred to in Article 50 of the Act on Copyright and Related Rights, and it comprises in particular:
 - 1) permanent or temporary recording or reproduction in whole or in part, by any means and in any form, regardless of format, system or standard, including by printing, magnetic recording, digital technology or by storing in computer memory, and permanent or temporary recording or reproduction of such records, including the making of copies and the free use and disposal of such copies,
 - 2) marketing, lending or renting of the original or copies,
 - 3) public dissemination, in particular displaying, public performance, broadcasting and re-broadcasting in any system or standard, as well as making the works available to the public in such a way that everyone can have access to them at a time and place of their own choosing, in particular making them available electronically on demand, regardless of the format, system or standard,
 - 4) dissemination on the Internet and in closed networks,
 - 5) broadcasting by means of sound or vision, either wirelessly (terrestrial and satellite broadcast) or by wire, in any system and standard, including through cable networks and digital platforms,
 - 6) the right to use the works for marketing or promotional purposes, including advertising, sponsorship, sales promotion, and the marking or identification of products and services and other manifestations of its activities, as well as objects of its property, and for educational or training purposes,
3. The transfer of rights referred to in subparagraph 1 above will also include the derivative right, i.e. the right to create new versions, developments and adaptations (translations, adaptations, rearrangements or any other changes) and to dispose of and use them in all fields of use indicated in subparagraph 2, as well as the right to make them available for use, including licensing them to third parties, in all fields of use as indicated above.
4. The transfer of the rights referred to in subparagraph 1 above will take place as soon as the work or part thereof has been established without time or territorial restrictions.
5. As part of the remuneration specified in §3, the Contractor agrees that the Principal will each time determine the names of the works under which they will be used or distributed, including trade names, including the right to register in its favour the trademarks with which the works will be marked or the trademarks used in the works.
6. The Contractor undertakes not to exercise towards the Principal or its legal successors or persons designated by the Principal, the moral author's rights to which the Contractor is entitled in relation to the work, in particular with regard to the right not to have the content of the work and form of the work interfered with (integrity of the work), to designate the work with their name, to decide on the first making available of the work to the public, and grants the Principal permission to exercise the moral author's rights to the work for an indefinite period of time.
7. The Contractor undertakes to conclude future contract(s) transferring copyrights in other and newly created fields of exploitation, without the right to additional remuneration.
8. Upon acceptance of the work, the Principal acquires ownership of all copies (carriers) on which the work has been recorded. The Contractor is obliged to hand over the above copies (carriers) to the Principal.
9. The provisions on the transfer of economic copyrights will apply accordingly to solutions that may be covered by "know-how".
10. The Contractor will be liable for infringement of personal rights or copyrights and other rights of third parties in connection with the performance of the subject matter of this Contract, and in the event of claims being brought against the Principal on this account, the Contractor will undertake to satisfy the claims of third parties in full and to indemnify the Principal against any obligation to provide any performance on this account.

11. If the work to be created as part of the performance of this Contract constitutes a computer programme, then the copyright in all fields of use referred to in Article 74(4) of the Act on Copyright and Related Rights will be transferred to the Principal, in particular:
 - a) the permanent or temporary reproduction of a work in whole or in part by any means and in any form,
 - b) translation, adaptation, rearrangement or any other alteration of a computer program, while preserving the rights of the person who made the alterations,
 - c) dissemination, including lending and renting of the computer program and copies thereof.
12. If, in the course of the performance of the subject matter of the Contract, solutions are made which constitute an invention, utility model, industrial design or integrated circuit topography, the right to file for a grant of a patent, right of protection or right of registration for that solution will be vested in the Principal.
13. In matters not regulated by this Contract, the provisions of the Rules for the management of copyright, related rights and industrial property rights and the principles of commercialisation at AGH University of Science and Technology in Kraków will apply, and the Contractor declares that he/she has read them and agrees to their application.

§ 10. Personal data

The Principal is the controller of the Contractor's personal data and is entitled to process such data on the basis of Article 6(1)(b) RODO / GDPR, i.e. the processing is necessary for the performance of a contract to which the data subject is a party. Full information of the controller on the processing of personal data is available on the website of the Principal (AGH) under the tab: "Personal Data Protection".

§ 11. Confidential information

1. The Contractor undertakes to keep confidential all commercial, financial, technical information relating to the Principal's business and information obtained during or in connection with the performance of this Contract, regardless of the source of its transmission, unless such information and data are generally known or the obligation to disclose them arises from applicable laws.
2. The obligation to keep in confidence referred to in subparagraph 1 will continue both during the term of the contract and after its termination or expiry.

§ 12. Public information

The Contractor declares that he/she is aware of the fact that the terms of the present Contract, and in particular the identification data concerning him/her, the subject matter of the Contract and the amount of remuneration, constitute public information within the meaning of Article 1(1) of the Act of 6 September 2001 on access to public information, which is subject to disclosure under said Act.

§ 13. Final provisions

1. In the event of any discrepancy between the Polish and English language versions, the Polish version will prevail.
2. All amendments and supplements to this Contract must be made in writing to be valid.
3. The provisions of the Civil Code apply to the matters not covered by this Contract.
4. The parties undertake initially to attempt to resolve any disputes amicably.
5. Any disputes that may arise from the Contract will be adjudicated by the court competent for the Principal's registered office.

6. The invalidity or ineffectiveness of individual provisions of this Contract will not render the balance of this Contract invalid or ineffective.
7. This Contract has been drawn up in three counterparts, two for the Principal (including one for the Bursary) and one for the Contractor.



Contractor

Director of Centre
for International Affairs

MA Paweł Świerk
AGH University of Krakow

Principal

KONTRASYGNA TA FINANSOWA
Z-ca KWESTORA ds. Finansowych

mgr Joanna Cicha

Financial countersignature
of the AGH Deputy Bursar for financial matters