Appendix No. 1 to the Order by No. 226 by the NCU Rector of 16 November 2021

# CONTRACT

**for using a private car for professional purposes – for business trips (long-distance journeys)**

signed on ......................... in Toruń, between Nicolaus Copernicus University in Toruń, ul. Gagarina 11, 87-100 Toruń, Tax Identification Number: PL 879-017-72-91, REGON: 000001324, represented by:

……………………………………………………………., hereinafter referred to as: “Employer”,

and

………………………………… address: ………….. ,

hereinafter referred to as: “Employee”, hereinafter jointly referred to as “Parties”.

# § 1

1. The Employer declares that:
   1. they are a user of a car according to the provisions on road traffic regulations, i.e. a car vehicle designed for transporting no more than 9 persons including the driver and their luggage, make of the car …………………………………. registration number ………….., engine capacity cm3,

hereinafter referred to as “private car”,

* 1. has valid permissions to drive vehicles required by generally applicable law, in particular the provisions of the Road Traffic Law of 20 June 1997 and the Act on Vehicle Drivers of 5 January 2011,
  2. valid medical examinations as referred to in the Regulation by the Minister of Health on 29 August 2019 on medical examinations of persons applying for driving licenses and drivers,
  3. has valid medical examinations referred to in the Act of 26 June 1974 Labour Code (Journal of Laws of 2020 item 1320, as emended) conducted in accordance with the Regulation by the Minister of Health and Social Welfare on medical examinations of employees, scope of preventive health care over employees and medical certificates issued for purposes provided for in the Labour Code of May 30, 1996 r.1,
  4. during the contract period they will use the abovementioned private car for professional purposes.

1. The condition for using the private car for professional purposes is good technical condition of the car, confirmed by a valid technical inspection certificate and the driver’s owning a valid liability insurance policy.
2. The Employee is obliged to immediately notify the Employer of any circumstances which have or may have an impact on the execution of this Agreement, in particular circumstances which affect the content of any of the statements made in section 1.

# § 2

1. The Employer agrees that the Employee shall use the private car for professional purposes, long-distance journeys, during the period ……………….. , no. of kilometers ……..…. , on the route

……………………………….2 for the purpose of: …………………………………..………..………………………..………………………….. .

1. The Employer agrees to reimburse the Employee for the costs of using a private car for professional purposes for long-distance journeys, in the amount arising from the employee's vehicle mileage log kept by the Employee according to the template defined in Appendix No. 2 to the Order No. 226 by the NCU Rector of 16 November 2021 according to the rate per 1 kilometer to the amount of….

# § 3

1. The Employer agrees to reimburse the costs referred to in § 2 above within 30 days from the date of presentation by the Employee of a business trip order (delegation) together with a settlement of the costs of using a private car for official purposes, drawn up in accordance with the template specified in the Appendix referred to in § 2, section2.
2. The reimbursement of the costs referred to in § 2 above shall constitute full compensation to which the Employee is entitled for the use of a private car for professional purposes.
3. The Employer is not liable for damage caused by the use of the private car or for loss, destruction or damage to the private car.

# § 4

1. The contract is terminated in case of:
   1. Employee's loss of relevant driving permissions, as defined in § 1 section1, point 2 above,
   2. lack of valid medical examination certificate referred to in § 1 section 1 point 3,
   3. lack of valid medical examination certificate referred to in § 1 section 1 point 41,
   4. Employee’s loss of the possibility to use the private car.
2. For justified reasons, the contract can be terminated by each party with a 3-day notice.

# § 5

In matter not regulated by this contract, the relevant regulations are the provisions of the act of 23 April 1964 *The Civil Code,* ordinance of the Minister of Labour and Social Policy of April 2013 onclaims for a staff member employed by a State or local government unit of the budget sphere of business travel and the Order No. 90 by the Rector of Nicolaus Copernicus University in Toruń of 30 April 2020 on the principles of settlement of costs related to domestic business travels of employees and non-employees of Nicolaus Copernicus University in Toruń.

# § 6

1. All amendments to the contract must be made in writing under pain of being null and void.
2. This contract has been drawn up in two counterparts, one for each party.

# EMPLOYEE: EMPLOYER:

1 – item is subject to removal prior to execution of the agreement if the requirement is not met by the Employee and the business trip occurs prior to the expiration of the time period referred to in § 4.2.2 of Order No. …

2 – the route there and back should be provided, as well as the journeys at the place of destination, should they occur.