Annex No. 1 to Order No. 9

of the NCU Rector of 16 January 2024

**AGREEMENT**

**on the use of a private car for official purposes – for business travel (out-of-town trips)**

concluded on \_\_\_\_\_\_\_\_\_\_\_\_ in Toruń, between the Nicolaus Copernicus University in Toruń, Gagarina 11, 87-100 Toruń, Tax Identification Number (NIP): PL 879-017-72-91, National Business Registry Number (REGON): 000001324, represented by:

…………………………………………………………….,

hereinafter referred to as the "Employer,"

and

………………………………… residing in ………….. at ……………….……..,

hereinafter referred to as the "Employee,"

collectively referred to as the "Parties."

Article 1

1. The Employee declares that:
2. they are the user of a passenger car within the meaning of the road traffic regulations, i.e., a vehicle designed to carry no more than 9 people including the driver and their luggage, make: ………….., registration number: ………….., with an engine displacement of ………….. cm³, hereinafter referred to as the "private car",
3. they possess the appropriate driving license required by universally applicable laws, in particular the provisions of the Act of 20 June 1997, Road Traffic Law, and the Act of 5 January 2011 on Drivers,
4. they have valid medical examinations referred to in the Regulation of the Minister of Health dated August 29, 2019, on the medical examinations of persons applying for driving licenses and drivers,
5. they have valid medical examinations referred to in the provisions of the Act of June 26, 1974, Labor Code (Journal of Laws of 2020, item 1320, as amended), conducted according to the Regulation of the Minister of Health and Social Welfare on the conduct of medical examinations of employees, the scope of preventive health care for employees, and medical certificates issued for purposes specified in the Labor Code of 30 May 1996,
6. during the term of this Agreement, they will use the aforementioned private car for official purposes.
7. The requirement for using the private car for official purposes is its technical efficiency confirmed by a current technical inspection of the vehicle and possession of valid mandatory third-party liability insurance.
8. The Employee agrees to promptly notify the Employer of any circumstances that have or may have an impact on the fulfillment of this agreement, in particular about circumstances affecting the content of any of the statements made in paragraph 1.

Article 2

1. The Employer agrees to the Employee's use of the private car for official purposes, for out-of-town trips, during the period of ……………….., for a distance of ……..…. kilometers, on the route ………………………………….. for the purpose of: …………………………………..………..…………….. .
2. The Employer agrees to reimburse the costs incurred by the Employee for the use of the private car for official purposes for out-of-town trips, up to the amount resulting from the number of kilometers indicated in the vehicle mileage record kept by the Employee according to the template specified in Annex No. 2 to Order No. 226 of the NCU Rector of 16 November 2021, but not exceeding the number of kilometers specified in art. 2.1, at the rate of … per kilometer driven.

Article 3

1. The Employer agrees to reimburse the costs mentioned in art. 2 above, within 30 days from the date the Employee presents the business trip order (assignment) along with the settlement of costs incurred for using the private car for official purposes, prepared according to the template specified in the Annex referred to in art. 2.2.
2. The reimbursement of costs referred to art. 2 above constitutes the total compensation owed to the Employee for the use of the private car for official purposes.
3. The Employer shall not be liable for damages resulting from the use of the private car or for loss, destruction, or damage to the private car.

Article 4

1. The Agreement shall be terminated in the event of:
   1. the Employee losing the appropriate driving license as referred to in art. 1.1.2 above,
   2. the absence of current medical examinations referred to in art. 1.1.3,
   3. the absence of current medical examinations referred to in art. 1.1.4,
   4. the loss of the ability to use the private car.
2. For valid reasons, the Agreement may be terminated by either party with a 3-day notice period.

Article 5

In matters not regulated by this Agreement, the provisions of the Act of 23 April 1964 - Civil Code, the Regulation of the Minister of Labor and Social Policy of 29 January 2013, on Entitlements Owed to Employees Employed in State or Local Government Budgetary Entities for Business Trips, and Order No. 90 of the NCU Rector of 30 April 2020 on the Rules for Settling Costs Related to Domestic Business Trips of Employees and Non-employees of Nicolaus Copernicus University in Toruń shall apply.

Article 6

1. Any amendments to the Agreement shall be made in writing under penalty of nullity.
2. This Agreement was drawn up in two identical copies, one for each party.

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| --- | --- |
| **EMPLOYEE:** | **EMPLOYER:** |