

# Mandatory Contract

made pursuant to the provisions of Section 724 et seq.  
Law Act No. 40/1964 Book of Statutes - Civil Code as amended

## I. Parties

**Mandator:** **Pavol Jozef Šafárik University in Košice, Faculty of Arts**

Official address: Šrobárova 2, 040 59 Košice

ID Number: 00397768

VAT Number: SK 2021157050

Bank: Štátna pokladnica, Bratislava, Slovenská republika

Account number: 700074351/8180

IBAN: SK64 8180 0000 0070 0007 4351

Represented by: prof. PhDr. Oľga Orosová, CSc., Dean of the Faculty of Arts

(hereinafter as "the Mandator")

**Mandatory:** Name: prof. dr hab. Henryk Kardela

Date and place of birth:

Residence:

ID card number:

Name of Bank:

Account number:

IBAN:

SWIFT code:

(hereinafter as "the Mandatory")

## II. Subject Matter of the Contract

1. The Mandatory hereby undertakes to prepare for the Mandator by 16/2/2018 the reviewer's report on the inauguration board for the inauguration proceedings of **doc. PaedDr. Livia Körtvélyessy, PhD.**

## 2. III. Remuneration

1. The Mandator hereby undertakes to pay remuneration for the Mandatory for the execution of the work specified in Article hereof in the amount of **€ 150 (one hundred fifty euros)**.
2. Remuneration will be adjusted pro rata for the implementation of a part of the agreed subject matter of this Contract under Article II hereof.

## IV. Special Arrangements

1. The Mandatory is obliged to carry out the work in person.
2. The Mandatory may depart from the instructions of the Mandator only if necessary in the interest of the Mandator and, if the latter's consent with the same cannot be obtained in time; otherwise the former shall be liable for the damage caused.
3. The Mandatory is required to report the information on the progress of the implementation of performing the instruction and transfer to the Mandator all the benefit arising from the executed instruction. In carrying out the instruction, the Mandatory shall be required to act according to his best abilities and knowledge.
4. In case of non-execution of the instruction the Mandatory shall be liable for damage caused culpably by the Mandatory.
5. The Mandator shall be liable to pay the Mandatory any and all necessary and reasonable expenses incurred in the execution hereof, even though the outcome has not been achieved. The Mandator shall be obliged to provide remuneration, even though the result

may not have occurred, unless the failure of the procedure was caused by the breach of obligation on the part of the Mandatary.

6. In addition to the remuneration under Article III hereof, the Mandator hereby undertakes to pay the Mandatary for travelling expenses and provide him with boarding, and accommodation within the required extent.
7. In taxation of the remuneration under Article III hereof, the Mandator and the Mandatary shall proceed in compliance with the applicable Treaty between the Slovak Republic and the Republic of Poland on the avoidance of double taxation with respect to taxes on income and on capital No. 95/1996 Coll.

#### **8. V.**

#### **Termination of the Contract**

1. This Contract shall terminate by the execution of the instruction or by removing the Mandatary by the Mandator. If the contract is terminated by removal, the Mandator shall be obliged to pay the Mandatary any and all costs incurred until the removal, any damage suffered, and if the Mandatary is entitled to any remuneration, even for a part of the work done. This applies even if the completion of the injunctive orders is frustrated by a chance, for the emergence of which the Mandatary has not exerted any initiative.

#### **VI.**

#### **Concluding Stipulations**

1. The Parties agree that the contractual relationship established by this Agreement shall be governed by the legal system of the Slovak Republic, in particular by the stipulations of Law Act No. 40/1964 Book of Statutes – Civil Code as amended.
2. Any changes of or amendments to individual provisions of this Agreement may only be made in writing by mutual agreement of both of the Parties hereto in the form of numbered amendments, which shall form an integral part thereof.
3. This Agreement is made in two counterparts in the English language, of which Mandator shall receive one counterpart and Mandatary shall receive one counterpart.
4. This Contract becomes valid upon its signing by both of the parties hereto and effective on the date following its publication in the Central Register of Contracts.
5. The Parties declare to have properly read this Agreement and agree with its content, in witness whereof they attach below their respective signatures.

In Košice on .....

In ..... on .....

.....  
Mandator

.....  
Mandatary