

### **Attachment No. 3**

**Grzegorz Kozieł, PhD, Department of Economic and Commercial Law, Faculty of Law and Administration, Maria Curie-Skłodowska University in Lublin.**

#### **A summary of professional accomplishments**

##### **1. Name and surname.**

Grzegorz Kozieł.

##### **2. Diplomas and academic degrees – with the name, place and year of conferral, and the title of the PhD dissertation.**

In 2002 I graduated from the Faculty of Law and Administration (hereinafter the FLA) at Maria Curie-Skłodowska University (hereinafter MCSU) in Lublin, earning the Master's degree with a thesis entitled *"The conversion of a partnership into a partnership of another type,"* written at the Department of Economic and Commercial Law (hereinafter the DECL) under the supervision of Prof. Andrzej Kidyba.

In 2003, on completing postgraduate studies at the Polish – French Postgraduate School of Organisation and Management, majoring in European Management, I earned the French diploma of *L'EDHEC Master en Management Europeen* (Master in European Management) and a Polish equivalent awarded by the Faculty of Economics at MCSU.

In 2005 I earned the degree of Doctor of Legal Sciences at the MCSU FLA in Lublin with my PhD dissertation entitled *"Establishing membership relationships in commercial partnerships by transferring all the rights and obligations of the withdrawing partners,"* written under the supervision of Prof. Andrzej Kidyba.

##### **3. Information regarding employment in scientific units.**

Since 1 October 2008 I have worked in the position of Assistant Professor of the DECL at the MCSU FLA.

Since the completion of my Master studies, I have pursued teaching activities (conducting practical classes, conversation classes and lectures) in the field of civil,

commercial and intellectual-property law at the University College of Enterprise and Administration (hereinafter UCEA) in Lublin.

Since 1 October 2015 I have also worked as a lecturer at the Department of Administration of the Faculty of Social and Human Sciences (hereinafter: the FSHS) at UCEA in Lublin. Since then, I have also been Deputy Dean of Administration of the FSHS at UCEA.

**4. Academic achievements within the meaning of Article 16 (2) of the Act of 14 March 2003 on Academic Degrees and Title and Degrees and Title in Arts (consolidated text: Journal of Laws of 2014, item 1852, as amended, hereinafter the ADT Act).**

- a) **Academic achievement title:** *The legal status of the creditors of registered-partnership partners from a substantive law perspective.*
- b) **Author:** Grzegorz Koziół, **title:** *The legal status of the creditors of registered-partnership partners from a substantive law perspective*, **publication year:** 2016, **publishing house:** Wolters Kluwer, pp. 248, **publishing reviewer:** Prof. Andrzej Kidyba, PhD hab.
- c) **A discussion on the scientific purpose of the above study, its results, and their possible application.**

The objective of the study, which is referred to above as an academic achievement within the meaning of Article 16 (2) of the ADT Act, was to discuss the legal status of the creditors of registered--partnership partners under Polish law, which exhibits a number of distinctive features and specific elements distinguishing it from the legal status of creditors in the general civil-law context. The most important of these features and elements can be encapsulated in the following three points:

Firstly, the law treats the creditors of registered-partnership partners as third parties in relation to such partnerships.

Secondly, although the creditors of registered-partnership partners act as third parties in relation to such partnerships, and not as partners, they are vested with certain rights that affect their legal standing.

Thirdly, the content-related scope of the legal status of the creditors in registered-partnerships is dynamic and modifiable, depending mostly on the intensity of the creditors' efforts to satisfy their claims against the rights of registered-partnership partners.

This study analyses the legal status of the creditors of registered-partnership partners, mainly from the perspective of companies law. It covers certain issues related to civil procedure law, bankruptcy law, labour law, public economic law, financial law, family law, inheritance law and other fields of law, to the extent necessary to explain the problems in question, to ensure that the argument is complete and to analyse the consistency of the legal solutions applied.

So far the issue of the legal status of the creditors of registered-partnership partners, despite its fundamental significance in both theory and practice, has not been the subject of any comprehensive studies such as monographs. Scientific studies and other publications on the subject matter are mostly of a fragmentary nature. Moreover, the problems discussed in this study have not been directly addressed in any judicial statements. *“The legal status of the creditors of registered-partnership partners from a substantive law perspective”* is therefore the first monograph dealing with this subject matter as far as Polish legal literature is concerned.

The importance of the problems touched on in this study is also attributable to the model structure of registered partnerships, which is the basic form of commercial partnerships and companies. The regulations concerning registered partnerships apply to professional partnerships, limited partnerships and – partly – limited joint-stock partnerships (Articles 89, 103, 126 § 1 point 1 of the CCPC<sup>1</sup>), including the creditors of the partners of such partnerships (except for the creditors of shareholders in limited joint-stock partnerships), to the extent that there are no specific regulations governing these three types of partnerships. Regulations concerning the creditors of registered partners are also of essence in view of the extensive involvement of registered partnerships in legal transactions.

---

<sup>1</sup> The Act of 15 September 2000 – the Code of Commercial Partnerships and Companies, consolidated text: Journal of Laws of 2013, item 1030 as amended.



This study consists of three chapters, an introduction and a summary. Chapter 1 describes the general characteristics of the creditors in terms of their primary juridical features (§ 1). The notion of the creditors of registered-partnership partners under Polish law (§ 2), the notions and evolution of the legal status of the creditors of registered-partnership partners, and the proposed classifications of their individual rights (§ 3) are also presented. These remarks provide the required basis for classifying the rights of the creditors of registered-partnership partners, in terms of the attributes of subjective rights, as shown in the final paragraphs of Chapters 2 and 3. The issues that appear significant to determining the legal status of the creditors of registered-partnership partners, including when such status changes and ceases to exist, are presented in a separate paragraph 4 in Chapter 1 of the study. In § 5 there are concluding remarks regarding the issues discussed in Chapter 1. Chapters 2 and 3 of the study present, within a similar editorial and substantive framework, individual rights vested in the creditors of registered-partnership partners both before and after the occurrence of grounds for partnership dissolution. The final paragraphs of Chapters 2 and 3 provide concluding remarks regarding the issues dealt with in these chapters.

Based on the analysis conducted in the study, the conclusion can be drawn that in the Polish legal system, the status of the creditors of registered-partnership partners is considered distinct and separate from that of creditors in the basic civil-law context. In addition to the general rights which civil law grants to creditors as parties to the obligation relationship, this status also involves specific rights of the creditors of partners arising from the Code of Commercial Partnerships and Companies. The legal status of the creditors of registered-partnership partners essentially includes only the rights vested in the creditors. To determine whether a given entity holds the status of the creditor of a registered partnership partner, one should establish whether such an entity is legally entitled to a claim against this partner as a debtor, and not in relation to the registered partnership. The creditors of registered-partnership partners, acting as third parties in relation to such partnerships, other partners and the creditors of other partners do not become partners or entities with a status approaching and similar to that of partners despite having certain rights in respect of the registered partnership.



The legal circumstances that influence the establishing, changes to or termination of the legal status of the creditors of registered-partnership partners are diverse, especially in terms of the scope of the creditor–partner relationship. The fact that the establishing, change to or termination of the legal status of the creditors of registered-partnership partners depend on certain legal circumstances which are not directly related to the claims against the partners to which the creditors are entitled, confirms the existence of the separate and distinct legal status of the creditors of registered-partnership partners. Considering the above, this status may be referred to as “partnership,” rather than “general” based on civil law.

The distinctiveness and separate nature of the legal status of the creditors of registered-partnership partners in relation to the general civil-law status in the Polish legal system, arise primarily from certain rights vested in such creditors in respect of the general institutional form of registered partnerships. The primary determinants of such a separate legal status, on a material level, of the creditors of registered-partnership partners, in the ordinary institutional form of the registered partnership, arising from the rights vested in the creditors include

- 1) limiting the scope of the attachment order only to those rights which the partners may freely dispose of (Article 62 § 1 of the CCPC), or to partners' rights that arise in the event of their withdrawal from the partnership or its dissolution (Article 62 § 2 of the CCPC), rather than covering, for instance, all capital rights that the partners hold in the partnership. This gives the creditors of the partners an opportunity to determine the scope of the attachment order on partners' capital rights, but – under Article 62 § 2 of the CCPC – only within one of two groups of rights (in the case of the partner's withdrawal from the partnership or its dissolution). The above results in a certain limitation – probably in view of the partnership and partners' best interests – of the possible ways to satisfy the creditor's claims against the partners' capital rights,
- 2) the assumption that the exercise of the right to terminate the articles of association of a registered partnership (Article 62 § 2 of the CCPC), despite being conditional on the occurrence of certain premises, forms grounds for other rights in the partnership to be granted to the creditors of the partners with a view to

satisfying their claims (e.g. as stipulated in Article 65 of the CCPC). This process is more complex (and involves several stages) than the satisfaction of other claims (not held against registered-partnership partners),

- 3) providing for three separate capital rights which are related to the termination of the articles of association, and constitute an economic equivalent to participation in the registered partnership of the partners, which is granted to the creditors of such partners in the event of termination, namely
  - a) the right to the payment of the share in the partnership (Article 65 § 3 clause 1 of the CCPC),
  - b) the right to the return of the things brought in by the partner as contribution to the partnership (Article 65 § 3 clause 2 of the CCPC), provided that these things – being movables – have not been the object of any attachment order intended to satisfy the premises for termination, as stipulated in Article 62 of the CCPC,
  - c) the right to the profits of business in progress (Article 65 § 5 of the CCPC).

The determinants of the separate legal status of the creditors of registered-partnership partners at the organisational level, which arise from the rights vested in the partners, include

- 1) the assumption that an attachment of the claims of the partner, in the event of the partner's withdrawal from the partnership or its dissolution (Article 62 § 2 of the CCPC), satisfies one of the premises for the articles of association to be terminated by the partner's creditor – following which the partner ceases to be a member of the partnership,
- 2) the assumption that exercising the right to terminate the articles of association of the registered partnership (Article 62 § 2 of the CCPC) leads to the termination of the partner's membership, thus having a direct impact on the personal structure of this partnership,
- 3) the assumption that exercising the right to demand liquidation (or any other means of terminating the activities of the registered partnership), as stipulated in Article 64 § 2 clause 2 of the CCPC, has a direct impact on the legal existence of the partnership

(i.e. leading to its transformation from the ordinary institutional form to an entity in liquidation, and possibly – following the liquidation or any other means of terminating the activities of the partnership – to its termination).

Along with the rights vested in the creditors of registered-partnership partners, in the general institutional form of registered partnerships, the distinctiveness and separate nature of the legal status of the creditors in the Polish legal system have a major impact on the rights granted to them on the occurrence of the grounds for dissolving the partnership, i.e. when the partnership is in liquidation.

The determinants of the separate legal status, at a material level, of the creditors of the partners of a registered partnership in liquidation, which arise from the rights vested in the partners, include

- 1) an opportunity of the creditors of the partners to choose an attachment of the partners' capital rights in the event of partnership dissolution and, in consequence, to satisfy their claims only against such rights,
- 2) providing for four separate capital rights related to registered-partnership liquidation and constituting the economic equivalent of participation in the registered partnership of the partners, which is granted to the creditors of such partners under Article 82 § 2 of the CCPC, namely:
  - a) the right to part of the assets of a partnership in liquidation, as specified in its articles of association (Article 82 § 2 clause 1 of the CCPC),
  - b) the right to the repayment of the partners' shares within the meaning of Article 82 § 2 clause 2 of the CCPC, ("the liquidation share"),
  - c) the right to the payment of the surplus of the assets remaining after the repayment of the above-mentioned "liquidation shares" (Article 82 § 2 clause 3 of the CCPC),
  - d) the right of the return of the things contributed by the partner only for use (Article 82 § 3 of the CCPC).



The determinants of the separate legal status, at the organisational level, of the creditors of the partners of a registered partnership in liquidation, which arise from the rights vested in the partners, include:

- 1) the assumption that the creditors of registered-partnership partners, acting as third parties within the meaning of Article 63 of the Civil Code<sup>2</sup> in relation to the parties to an agreement concerning a different method of terminating the activities of the partnership, do not have to grant their consent to the conclusion of such an agreement in the event of grounds for the termination of the articles of association by such creditors (Article 67 § 2 of the CCPC); the above provides the creditors in particular with an opportunity for to choose the method by which the partnership is to be liquidated before the partnership ceases to legally exist (i.e. liquidation or any other means of terminating the activities of the partnership), which might involve the demand to satisfy their claims,
- 2) an opportunity of the creditors of registered-partnership partners to influence the selection of the persons responsible for the proper conduction of liquidation proceedings (liquidators) – with a view to satisfying their claims, among other things, before of the partnership terminates its activities – by requesting the registry court to appoint or recall such persons (Article 71 § 1 and Article 73 § 1 of the CCPC),
- 3) the possibility of the creditors of registered-partnership partners to influence the content of any resolutions – by taking part in their adoption – concerning the principles of managing the affairs of the partnership in liquidation, internally binding on the liquidators (Article 77 § 2 of the CCPC) who perform liquidation procedures, including procedures aimed at satisfying the creditors' claims against the partners' rights that are subject to attachment in the event of the partnership's liquidation,
- 4) the access that the creditors of registered-partnership partners may have to the files of the dissolved partnership (including books and documents) to obtain information on the measures taken with the aim to lawfully satisfy their claims towards the partners against the partners' rights in the partnership (Article 84 § 4 of the CCPC).

---

<sup>2</sup> The Act of 23 April 1964 – The Civil Code, Journal of Laws of 2014, item 121 as amended.

The mentioned rights vested in the creditors of registered-partnership partners (except for the right to receive an attachment order concerning partners' rights, and the right to consent to concluding an agreement on a different method of terminating the activities of the partnership) make the legal status of the creditors "closer," in terms of the object and content, to that of registered-partnership partners. However, this does not make the creditors partners or even *quasi*-partners. This is mainly attributable to the lack of legal grounds for the creditors to establish a membership relationship with the partnership, and also to the fact that they enjoy certain rights which ensure, whether directly (as in the case of the right of the repayment of "the liquidation share") or indirectly (the right to request the registry court to appoint or recall liquidators), the satisfaction of their claims, rather than establish a membership relationship. The creditors of registered-partnership partners act as third parties in relation to such partnerships, and also to partners other than the partners who are debtors to the creditors. This finds confirmation in separate regulations concerning the termination of the articles of association by the creditors of the partners, under Article 62 § 2 of the CCPC, in contrast to the provisions on termination by the partners. It is also reflected in the legal status which enables the creditors to decide whether or not to grant their consent to concluding an agreement on a different method of terminating the activities of the partnership (Article 67 § 2 of the CCPC). They do so not as parties to such an agreement but under a specific provision (Article 67 § 2 of the CCPC), acting as third parties within the meaning of and with the consequences stipulated in Article 63 of the Civil Code.

A large part of the rights vested in the creditors of registered-partnership partners are capital claims that expire on the general principles set out in the Civil Code. This concerns claims for the payment of the share in the partnership, for the return of the things contributed for use, for the profit of business in progress before the partner's withdrawal from the partnership, for the payment of part of the assets of the partnership in liquidation, for the repayment of "the liquidation share", for the payment of the surplus of the assets remaining on repayment of such a share, and for the return of movables contributed to the partnership. Other "partnership rights" vested in the creditors have the attributes of direct rights (i.e. the right to receive an attachment of the partners' rights in the event of their withdrawal from the partnership or its dissolution, and the right to consent to concluding an agreement on a different method of terminating the activities of the partnership) or



discretionary rights (i.e. the right to terminate the articles of association, the right to request that liquidators be appointed or recalled, and the right to pass resolutions on managing the affairs of partnerships in liquidation). They may also combine certain elements of various normative forms of subjective rights, including mainly discretionary claims and rights (i.e. the right to demand liquidation). Most of the rights vested in the creditors of registered-partnership partners contribute to the actual legal status of such creditors in respect of their claims. By extension, the legal consequences of these rights (e.g. being related to the change of the subject of the claim) are consistent with the creditors' legal status. Yet they cannot, on their own, be subjects of legal transactions (e.g. the right to the payment of the share in the partnership, to the return of the things contributed for use, for the profit of business in progress, and to the repayment of "the liquidation share"). The rights vested in the creditors of the partners may be the object of commonality with all related consequences, and most of them constitute indivisible rights. The existence and exercise of the rights covered under Chapter 2 of the study is not contingent on whether the creditors of the partners hold any legal interest therein, contrary to the rights discussed in Chapter 3 (i.e. the right to request that liquidators be appointed or recalled, the right to pass resolutions on managing the affairs of partnerships in liquidation, and the right to have access to the books and documents of the dissolved partnership). The exercise of the first two of the creditors' rights mentioned above (as stipulated in Articles 71 § 1, 73 § 1 and 77 § 2 of the CCPC) actually influences, or may influence, in terms of organisation (by appointing or recalling liquidators, or by passing resolutions on managing the affairs in liquidation), the course of liquidation proceedings, and thus the partnerships' legal existence and status. This confirms the unique nature of the legal status of the creditors of registered-partnership partners.

## **5. A discussion of other scientific and research achievements.**

The following major research areas (fields) can be distinguished in my other publications

- 1) Entrepreneurs and non-commercial entities.
- 2) Obligation contracts.
- 3) Other issues.



Re. 1. As regards the first of the research areas listed, I have mainly dealt with membership relationships and subjective changes within partnerships, cooperatives, water-law companies and associations, along with transformation processes in partnerships and cooperatives, and selected extraordinary representation cases in partnerships and non-commercial entities.

A monograph entitled *"Transferring the rights and obligations of partners in partnerships. Remarks concerning the provisions of Article 10 of the CCPC"* (Kraków 2006, pp. 312) is based on my doctoral dissertation, referred to at the beginning of this summary (i.e. in Point 2). It is a modified version of this dissertation. The monograph deals with the subject of transferring all the rights and obligations of partners (i.e. registered partners, general partners and limited partners) under Article 10 of the CCPC, and with the legal consequences of such transfer, in particular as regards the membership relationship of commercial-partnership partners. It remains the first publication of its kind released in the Polish legal literature to deal with this subject matter.

The existence of a legal relationship between the partnership, established as a separate entity and operating as a corporate person, and its partners, who act simultaneously within its organisational structure as part of the internal commercial-partnership relationships, constitutes the principal point of departure for this monograph. The corporate-legal relationship between a partner and a commercial partnership is expressed as a membership relationship between these two. It covers all the rights held by the partners, along with their obligations towards the partnership. The exercise of such rights and obligations by both the partner and the partnership, acting as parties to the membership relationship, constitutes the object of this relationship.

The monograph consists of four chapters, an introduction and a summary. Chapter 1 analyses the legal nature of the parties to the membership relationship (i.e. the commercial partnership and its partners). Chapter 2 provides a definition of the membership relationship in commercial partnerships, and names the elements of the membership relationship in commercial partnerships as a civil-legal relationship, presenting the substantive scope of the membership relationship in view of the legal status of individual commercial-partnership partners, and characterising the membership relationship in terms of civil-law relationship features. Chapter 3 contains an analysis of the transfer of all the rights and obligations of

commercial-partnership partners in subjective terms (i.e. the parties to the transfer of rights and obligations), in objective terms (the act of transferring all the rights and obligations), in legal terms (the grounds for transferring all the rights and obligations, and the consequences of their violation), and in terms of transfer limitations. Chapter 4 includes the classification and characteristics of the legal consequences of transferring all the rights and obligations of the partners within the framework of the relationship between the withdrawing partner and the partner joining the partnership, the relationships between the withdrawing partner, the partner seeking to join the partnership and the partnership itself, and the relationship between the partnership and its creditors, and also in consideration of the (stadial) institutional form of the partnership (i.e. a partnership prior to entry in the register, the actual partnership, or a partnership in transformation, liquidation or bankruptcy).

My keen interest in the issues of the membership relationship and subjective changes in partnerships, cooperatives, water-law companies and associations has not been limited to the monograph entitled *"Transferring the rights and obligations of partners in partnerships. Remarks with regard to Article 10 of the CCPC."* In fact, I have written fifteen articles, sections in collective studies and glosses, devoted to this subject matter.

I have claimed, among other issues, that the transfer of all the rights and obligations of commercial-partnership partners, under Article 10 of the CCPC, can lead to certain non-typical structures in these partnerships, including where the partnership itself may act as partner (*The possible transfer of all the rights and obligations of commercial partnership partners vs. selected non-typical structures in registered partnerships. A review of the Commercial Law 2006, No. 3, pp. 51 – 58*). I have found in particular that the transformation of commercial partnerships leads to the continuation (rather than the termination) of the membership relationship under the modified legal status of their partners (*A membership in a commercial partnership vs. partnership transformation. The State and Law 2008, vol. 9, pp. 94 – 106*). I have challenged the acceptability of acquiring a membership in a commercial partnership by way of an enforced sale of the rights and obligations of its partner (except for shareholders' membership in a limited joint-stock partnership). This issue was discussed in an article entitled *"The acceptability of the enforced sale of partners' rights and the membership relationship in commercial partnerships"* (*Companies Law 2008, No. 10, pp. 30-35*). I have further claimed that the membership relationship in a commercial partnership



may arise – under certain circumstances when the articles of associations provide for such a possibility – from the legal succession of the partner whose legal existence has expired (*The establishing of the membership relationship in commercial partnerships in consequence of the expiry of the partner's legal existence. Rejent 2009, No. 3, pp. 52-72*), or through executing the provisions of the will requiring that all the rights and obligations be transferred under Article 10 of the CCPC (*All the rights and obligations of the partners of registered partnerships "converted" from private partnerships, under Article 26 § 2-6 of the CCPC, as the subject of a provision of the will. A gloss to the Ruling of the Court of Appeal in Warsaw, dated 26 October 2006, VI ACa 394/06, Gloss 2010, No. 3, pp. 25-30; The acceptability of transferring the rights and obligations of the registered partnership partner, being an encumbered legacy holder, to the legatee. A gloss to the Ruling of the Court of Appeal in Warsaw, dated 26 October 2006, VI ACa 394/06, Legal Monitor 2010, No. 19, pp. 1090-1092*). Other publications devoted to this subject matter concerned the legal nature of the membership established as a result of forming a commercial partnership and subsequently joining such a partnership (*Establishing a commercial partnership and (subsequently) joining such a partnership as a circumstance leading to the establishment of a membership relationship. A Review of Commercial Law 2010, No. 1, pp. 12-18*); the consequences – especially in terms of the membership, the legal existence of the partnership and responsibility for claims – of terminating the articles of association of registered and private partnerships (*The provisions of the articles of association of a registered partnership concerning partnership termination by its partner. Selected issues (in:) Statutory limitations of the freedom of contract. Selected issues, ed. B. Gnela, Warsaw 2010, pp. 247-260; Legal consequences of terminating the articles of association of registered partnerships by personal creditors of their partners. Companies Law 2011, No. 2, pp. 11-20; The consequences of terminating the membership of private partnership partners by their private creditors Rejent 2013, No. 5, pp. 80-103*), and the issues of acceptability, scope, and consequences of, and premises for determining a different method of terminating the partnership activities (*Terminating the activities of a commercial partnership in the mode determined by its partners. Companies Law 2011, Nos. 7-8, pp. 14-24*).

In the study entitled *"The right of members of European cooperatives to transfer their shares. Selected issues"* (in:) *"The rights and obligations of partners in partnerships,*



*European cooperatives and European partnerships*" (ed. A. Witosz, Katowice 2012, pp. 40-61), I argued, among other issues, for the acceptability of internal subjective changes (i.e. the loss and acquisition of membership) in European cooperatives based in Poland by transferring their members' shares to other entities.

In an extensive article entitled *"Water-law companies vs. associations"* (*Law and Environment* 2011, No. 1, pp. 119-144) I compared water-law companies with associations, mainly from the angle of internal subjective changes, including the membership relationship and determinants of such changes in organisational units. I found, among other issues, that water-law companies have a similar structure to associations but, in certain aspects, they resemble commercial (limited liability) companies. In a gloss entitled *"The right of legal successors of members of water-law companies to withdraw from the company. A gloss to the Ruling of the Supreme Court dated 29 June 2010"* (III CZP 46/10, *Law and Environment* 2011, No. 1, pp. 114-117), I accepted the thesis put forward in the decision about the civil-law nature of the membership in water-law companies and the acceptability of withdrawal of their members' legal successors.

In an article entitled *"Selected issues of determining the law applicable to establishing an organisational unit and to obtaining the member status by its founders under Article 17 of the PIL"* (in:) *Scientific Papers on Companies and Intellectual Property Laws*, vol. 2, May 2015, pp. 132-139), I questioned the existence of the relevant legal basis under Polish law for determining the law applicable, among other issues, to the actions taken prior to registering organisational units (including corporate units, such as commercial partnerships, cooperatives, water-law companies and associations), which influence the subject, content and acquisition of the member status in such units by their founders.

The issues of transformation processes in companies and cooperatives are discussed in one monograph chapter and in two publications forming parts of collective scientific studies. The monograph chapter entitled *"Company transformation processes"* (in:) *Joint stock companies. Meritum. Companies Law* (ed. A. Kidyba, Warsaw 2013, pp. 1653-1710, subsequent edition: Warsaw 2014, pp. 1766-1827) focuses on mergers, divisions and transformations of joint stock companies. A study entitled *"Transforming a private partnership into a company, as stipulated in the amendments to the CCPC vs. the grounds for company dissolution. Selected issues"* (in:) *"10 years of the Code of Commercial Partnerships*

*and Companies*”, ed. J. Frąckowiak, Wrocław 2013, pp. 481-496, refers to multi-faceted issues – in view of the frequent amendments to transformation-related regulations – involving the implications and general consequences of excluding the transformation capacity of private partnerships. Moreover, as regards cooperative transformations, I have questioned the possibility to accept continuation when transforming cooperatives into companies (*The continuation principle in transformation processes of Polish law cooperatives. A number of reflections* (in:) *Basic structures and development trends in cooperative law*, ed. A. Herbet, P. Zakrzewski, Lublin 2014, pp. 47-64). I have found that this is a different legal succession, involving elements of a universal succession and continuation.

Selected special cases of the representation of entrepreneurs and non-commercial entities', analysed in scientific terms, include registered partnerships represented by commercial representatives, non-public health-care facilities (in Polish referred to as NZOZ) established by foundations or associations, and European companies (SEs) represented by executive directors who are not members of administration boards (ABs).

In this regard, I have argued for the possible representation of registered partnerships by commercial representatives – indicating certain doubts that it involves – when applying a different method of terminating the activities of such entities (*Selected remarks on registered partnerships' representation by commercial representatives when terminating the partnership's activities with a different method, as agreed by the partners* (Article 67 § 1 of the CCPC) (in:) *Commercial Law of the 21<sup>st</sup> Century. The time of stability, evolution or revolution*, ed. M. Modrzejewska, Warsaw 2010, pp. 438-446).

I have enumerated the specific components of individual legal bases and management processes, including the management and representation of NZOZs, considering the founding entities, i.e. foundations or associations (*The legal nature of articles of association and regulations concerning non-public health-care facilities established by foundations or associations. Basic problems. Rejent* 2010, No. 12, pp. 54-71; *A non-public health-care facility (NZOZ) established by a foundation or association, as a party to a legal transaction. Selected issues. A review of economic legislation* 2011, No. 6, pp. 9-13, *Selected aspects of establishing non-public health-care facilities by foundations or associations* (in:) *Legal, economic and sociological considerations of the functioning of selected health-care systems*, ed. T. Mróz, Białystok 2011, pp. 275-297).



I have concluded that, as far as the representation of SEs based in Poland is concerned, there are several elements of “Europeanisation” of such companies, and executive directors who are not members of ABs have the legal status close to that of SE representatives (*Selected examples of modifying standard rules of representing companies in the Polish regulations governing European companies' representation in the monistic system* (in:) *The impact of the Europeanisation of law on commercial-law institutions*, ed. J. Krucalak-Jankowska, Warsaw 2013, pp. 65-72; *Remarks on the legal status of executive directors who are not members of administrative boards (ABs) in European companies based in the Republic of Poland*. Rejent 2015, No. 2, pp. 21-34).

Re. 2. With regard to the second general research area, I have dealt mainly with the issue of changing contractual parties (including the transfer of claims and termination of the legal existence of contractual parties), contracts for specific work, lease and tenancy agreements, the legal nature of co-funding agreements, intellectual capital rights transfer, special commercial agreements regarding transport (charter agreements, pilot service agreements and passenger sea transport agreements), and also certain specific grounds for amending public procurement contracts.

Problematic contractual party changes, including the transfer of claims and termination of the legal existence of contractual parties, are discussed in the commentary to the provisions of the Civil Code, concerning creditor and debtor changes, including its first and second issue (*The Civil Code. Title 9. Creditor or debtor change. A commentary to Articles 509-525* (in:) *The Civil Code. Commentaries, vol. III, Obligations. The general part*, ed. A. Kidyba, Warsaw 2010, pp. 736-824; *The Civil Code. Title 9. Creditor or debtor change. A commentary to Articles 509-525* (in:) *The Civil Code. Commentaries, vol. III, Obligations. The general part*, ed. A. Kidyba, Warszawa 2014, s. 850-945, (2<sup>nd</sup> issue); two monograph chapters concerning basic agreements leading to the transfer of claims: factoring and forfaiting (*Factoring agreements* (in:) *Non-code commercial contracts*, ed. A. Kidyba, Warsaw 2013, pp. 499-528; *Forfaiting agreements* (in:) *Non-code commercial contracts*, ed. A. Kidyba, Warsaw 2013, pp. 529-556) and one publication forming part of a collective scientific study, concerning the legal consequences of terminating the legal existence of parties to a contract for specific work (*Termination of the legal existence of parties to a contract for specific work. Basic consequences in light of the provisions of the Civil Code* (in:) Prof. Stefan Buczkowski,



Lublin 2012, pp. 110-121). They are supplemented with a practical presentation of factoring and forfeiting agreement templates, together with related comments and judicial decisions (*Non-recourse factoring agreements* (in:) *Business agreements and contracts. Templates. Comments. Judicial decisions*, ed. A. Kidyba, Warsaw 2015, pp. 505-514; *Forfeiting agreements* (in:) *Business agreements and contracts. Templates. Comments. Judicial decisions*, ed. A. Kidyba, Warsaw 2015, pp. 515-524).

Contracts for specific work are discussed in my commentary to the applicable provisions of the Civil Code, including its first and second issue (*The Civil Code. Title 15. Contracts for specific work. A commentary to Articles 627-646* (in:) *The Civil Code. Commentaries, vol. III, Obligations. The specific part*, ed. A. Kidyba, Warsaw 2010, pp. 229-300; *The Civil Code. Title 15. Contracts for specific work. A commentary to Articles 627-646* (in:) *The Civil Code. Commentaries, vol. III, Obligations. The specific part*, ed. A. Kidyba, Warsaw 2014, pp. 294-380 (2<sup>nd</sup> issue).

Lease and tenancy agreements are analysed in the commentary to the applicable provisions of the Civil Code, including its first and second issue (*The Civil Code. Title 17. Lease and tenancy. A commentary to Articles 659-709* (in:) *The Civil Code. Commentaries, vol. III, Obligations. The specific part*, ed. A. Kidyba, Warsaw 2010, pp. 349-505; *The Civil Code. Title 17. Lease and tenancy. A commentary to Articles 659-709* (in:) *The Civil Code. Commentaries, vol. III, Obligations. The specific part*, ed. A. Kidyba, Warsaw 2014, pp. 448-616 (2<sup>nd</sup> issue).

The EU funding (co-funding) has constituted an area of my research interests mainly in terms of the legal nature of co-funding agreements. I elaborated on this issue in one section of a collective scientific study (*The legal nature of co-funding agreements concluded with entrepreneurs under EU structural funds* (in:) *Commercial law following Poland's accession to the European Union*, ed. W. J. Katner, U. Promińska, Warsaw 2010, pp. 448-457), in a monograph chapter (*Co-funding agreements concluded with entrepreneurs under EU structural funds* (in:) *Non-code commercial contracts*, ed. A. Kidyba, Warsaw 2013, pp. 153-188) and in an extensive chapter forming part of a practical study (*Limited liability companies as Beneficiaries of EU funding* (in:) *Polish limited liability companies in the European Union*, ed. A. Kidyba, Warsaw 2006-2007, pp. 448). The above publications are supplemented with a practical presentation of co-funding agreement templates, together with related commentaries and judicial decisions (*Co-funding agreements concluded with*

*entrepreneurs as part of the EU structural funds (in:) Business agreements and contracts. Templates. Commentaries. Judicial decisions*, ed. A. Kidyba, Warsaw 2015, pp. 346-362).

The acceptability, premises and consequences of transferring industrial property rights was discussed in a separate monograph chapter entitled "*Industrial property rights transfer agreements*" (in:) "*Non-code commercial contracts*" (ed. A. Kidyba, Warsaw 2013, pp. 817-844), supplemented with a separately-drafted agreement template, together with related commentaries and judicial decisions (*Industrial property rights transfer agreements (in:) Business agreements and contracts. Templates. Commentaries. Judicial decisions*, ed. A. Kidyba, Warsaw 2015, pp. 707-719).

As part of the above-specified detailed research areas, I have also focused on selected special commercial agreements related to the research areas, which are special due to their relation to transport activities within their traditional meaning, i.e. charter agreements, pilot service agreements and passenger sea transport agreements (*Charter agreements (in:) Non-code commercial contracts*, ed. A. Kidyba, Warsaw 2013, pp. 1015-1041, *Pilot service agreements (in:) Non-code commercial contracts*, ed. A. Kidyba, Warszawa 2013, pp. 1066-1082; *Passenger sea transport agreements (in:) Non-code commercial contracts*, ed. A. Kidyba, Warszawa 2013, pp. 1042-1065). I have also developed separate templates of these agreements, together with practical commentaries and judicial decisions (*Charter agreements (in:) Business agreements and contracts. Templates. Commentaries. Judicial decisions*, ed. A. Kidyba, Warszawa 2015, pp. 788-798; *Pilot service agreements (in:) Business agreements and contracts. Templates. Commentaries. Judicial decisions*, ed. A. Kidyba, Warszawa 2015, pp. 809-820; *Passenger sea transport agreements (in:) Business agreements and contracts. Templates. Commentaries. Judicial decisions*, ed. A. Kidyba, Warsaw 2015, pp. 799-808).

"A gloss to the Ruling of the Supreme Court dated 4 February 2011" (III CSK 143/10, *Public Procurement Law* 2011, No. 3, pp. 97-102) analyses, approves and provides an additional justification for the Supreme Court's position expressed in the reference decision concerning the scope of application of the clause of extraordinary changes in relationships with regard to public procurement contracts.

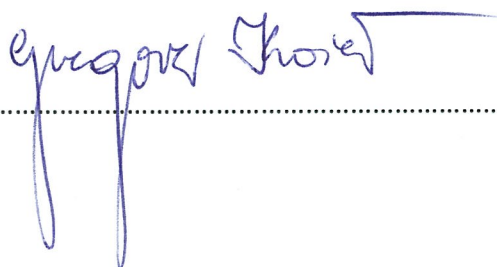
Re. 3. I have released several studies and publications proposing regulations on the so-called general part of the commercial law in the draft version of the new Civil Code,

including regulations on the legal-commercial issues in the Civil Code under development, along with the category of an entrepreneur and its status, or the register of entrepreneurs (*An entry to the register as a determinant of the entrepreneur's legal status in light of the draft version of the first volume of the Civil Code* (in:) *Commercial-law institutions in the future Civil Code*, ed. T. Mróz, M. Stec, Warsaw 2012, pp. 156-169; *Basic remarks on including commercial law regulations in the current and draft versions of the Civil Code* (in:) *50 years of the Civil Code. Re-codification prospects*, ed. P. Stec, M. Załucki, Warsaw 2015, pp. 81-93).

Selected issues of invention law, including utility models, technology improvement designs, invention law entities, the establishing and termination of rights of invention law entities, agreements on inventive designs, and also violation of invention rights in light of intellectual property law were dealt with in my publication focusing on teaching aspects, i.e. *"Chapter 2. The Invention law § 2 points 3-4, § 3, § 4 points 5-6, § 5, § 6" (in:) "Intellectual property law. An outline."*, ed. G. Tylec, Lublin 2012, pp. 113-115, pp. 116-119, pp. 122-124, pp. 139-141, pp. 141-144, pp. 144-147, pp. 147-150, pp. 150-154, pp. 154-158, pp. 158-161.

A list of scientific studies or creative works which have been published, along with information on the relevant teaching achievements, the scientific supervision of students, scientific cooperation and science popularisation activities are included in **attachment No. 5**.

Lublin, 22 February, 2016.



Grzegorz Jurek