

**Maria Curie-Skłodowska University  
of Lublin  
Faculty of Law and Administration**

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**Summary of Achievements**

## **I. Professional Curriculum Vitae**

I graduated in law from the Faculty of Law and Administration of UMCS, Lublin, Poland, in 1991 with the mark "very good" with honours. On 28 June 1991, I was granted the title of Master of Laws. I wrote a master's thesis entitled *Znak towarowy jako instrument reklamy* [Trade mark as an instrument of advertisement] at the Department of Economic and Commercial Law under the supervision of prof. dr hab. Maria Poźniak-Niedzielska. On 1 October 1991 I started working as an assistant lecturer at the Faculty of Law and Administration of UMCS in Lublin.

I also obtained additional professional skills. In 1992 – 1995 I underwent a legal advisor training. I passed the legal advisor exam in 1995 with the mark "very good". Under a resolution of the Lublin District Chamber of Legal Advisors, I was registered as legal advisor with the Lublin District Chamber of Legal Advisers.

Under the supervision of prof. dr. hab. Andrzeja Kidyba, I wrote a doctoral dissertation entitled *Ustanie członkostwa w spółce z ograniczoną odpowiedzialnością* [Termination of membership in a limited liability company]. The reviewers of the doctoral dissertation were: prof. dr hab. Józef Frąckowiak (University of Wrocław) and prof. dr hab. Maria Poźniak-Niedzielska (UMCS). The dissertation was being developed in a special period where the fundamentals of the commercial law was under reconstruction, and it has a precursory nature to some extents due to the fact of adoption of the Commercial Companies Code in 15 September 2000, which became effective on 1 January 2001.

By resolution of the Council of the Faculty of Law and Administration of UMCS in Lublin, dated 5 December 2001, I was awarded an academic degree of Doctor of Laws. On 12 February 2002 I was appointed for an indefinite period as an lecturer at the position of assistant professor at the Department of Economic and Commercial Law at the Faculty of Law and Administration of UMCS.

I was granted the degree of habilitated doctor of laws based on the habilitation dissertation "*Pozycja prawna wspólnika spółki jawnej*" [ Legal position of a partner of a general partnership] (Wolters Kluwer, Warszawa 2013) and scientific achievements, after having carried out a habilitation colloquium, by resolution of the Council of the faculty of Law and Administration of UMCS of 4 July 2013.

Having been awarded the degree of habilitated doctor, I worked from 1 August 2013 till 30 September 2015 as an associate professor with habilitation. Since 1 October 2015, I have been employed as an associate professor (now university professor) at the Department of Economic and Commercial Law at the Faculty of Law and Administration of UMCS.

From 1 October 2004 to 17 February 2013 I was also employed as a lecturer at the University College of Enterprise and Administration in Lublin. In the period 1 October 2005 - 30 September 2007 I was the tutor of the Programme of Administration Studies.

## II. Scientific achievements before being granted the degree of habilitated doctor of laws.

The scope of my research interest and research activities covered essentially four groups of issues of commercial law. The first one focused on the topics of commercial companies. In this respect, my interest covered the construct of a limited liability company, both under the previously applicable legislation (Commercial Code) and after the entry into force of the Commercial Companies Code. This orientation of interest was mainly due to the importance of this form of company in business transactions, since it has represented one of the most frequently used legal forms of business in practice, and is the most popular form of commercial company. This interest resulted in the following works: "Glosa do uchwały Sądu Najwyższego Izba Cywilna z dnia 26 kwietnia 1991 r. (III CZP 32/91)" [Commentary on resolution of the Supreme Court of 26 April 1991], *Państwo i Prawo* 1992 no. 11, and "Komentarz do uchwały Sądu Najwyższego Izba Cywilna z dnia 20 listopada 1992 r. [Commentary on resolution of the Supreme Court of 20 November 1992] (III CZP 142/92)", *Orzecznictwo Gospodarcze* 1993 no. 2, poz. 26 (co-authored with D.M. Opolski). Detailed results of studies on the mechanism of termination of membership in a limited liability company were presented in the monograph "Ustanie członkostwa w spółce z ograniczoną odpowiedzialnością" [Termination of membership in a limited liability company] (Zakamycze, Kraków 2002, pp. 486). The results of studies on commercial companies were also presented in the following chapters of the publication authored by A. Kidyba, K. Kopaczyńska-Pieczniak, P. Bryłowski, *Prawo spółek kapitałowych w praktyce* [Law on companies in practice], ed. A. Kidyba, Gdańsk 2003: *Uczestnictwo w spółkach kapitałowych. Uczestnictwo w spółce z ograniczoną odpowiedzialnością* [Membership in companies. Membership in a limited liability company] (Chapter III § 1) and *Uczestnictwo w spółce akcyjnej* [Membership in a joint-stock company] (Chapter III § 2), as well as in the textbook by A. Kidyba, K. Kopaczyńska-Pieczniak, P. Bryłowski, *Prawo spółek handlowych* [Law on companies], ed. A. Kidyba, Zakamycze Kraków 2004: *Spółka z ograniczoną odpowiedzialnością* [Limited liability company] (Chapter V): *Kapitał zakładowy, udział* [Share capital. share] (§ 2), *Prawa i obowiązki wspólnika* [Shareholder's rights and obligations] (§ 3), *Umorzenie udziału* (§ 4) [Share redemption], *Wyłączenie wspólnika* [exclusion of a shareholder] (§ 6) and *Spółka akcyjna* [Joint-stock company] (Chapter VI): *Kapitał zakładowy, akcje* [Share capital, shares] (§ 2), *Prawa i obowiązki akcjonariusza* [Shareholder's rights and obligations] (§ 3), *Umorzenie akcji* [Share redemption] (§ 4), *Likwidacja spółki* [Company wind-up] (§ 6). Also, the publication *Spółka z ograniczoną odpowiedzialnością w praktyce* [limited liability company in practice], ed. A. Kidyba, Warszawa, published in 2003, contained 4 chapters on the problems of liability of management board members according to the Commercial companies Code, Civil Code and other regulations, and criminal liability: *Odpowiedzialność cywilna wobec wspólników* [Civil liability to partners/shareholders] (Chapter 4.6.2.), *Odpowiedzialność cywilna wobec osób trzecich* [Civil liability to third parties]

(Chapter 4.6.3.), *Odpowiedzialność wobec spółki* [Liability to the company](Chapter 4.6.4.), *Odpowiedzialność karna* [Criminal liability] (Chapter 4.6.6.), and in 2001-2004 – 13 chapters on transformations with participation of a limited liability company. In addition, 5 chapters were published in *Polska spółka z o.o. w Unii Europejskiej* [Polish Limited Liability Company (spółka z o.o.) in the European Union, ed. A. Kidyba, Warszawa 2005 and 2006: *Zagadnienia ogólne* [General problems](Chapter 4.1), *Utworzenie spółki z o.o.* [Incorporation of a limited liability company](Chapter 4.2), *Zarząd* [Management board] (part 7), *Nadzór* [Supervision] (part 8), *Zgromadzenie wspólników* [Shareholders' meeting] (part 9). The publication *Prawo spółek 2006/2007* [Companies law], Meritum, ed. A. Kidyba, Warszawa 2006 contain three chapters in its part regarding the limited liability company: *Uwagi ogólne* [General remarks] (Chapter VIII point 1), *Odpowiedzialność w spółce. Odpowiedzialność wspólników* [Liability in a company. Liability of shareholders] (Chapter VIII point 5 A) and *Odpowiedzialność w spółce. Odpowiedzialność cywilna członków organów i likwidatorów* [Liability in a company. Civil liability of members of governing bodies and liquidators] (Chapter VIII point 5 B). The interest in issues related to limited liability company resulted in further studies based on comprehensive analysis of this type of company, presented in the monograph entitled *Spółka z ograniczoną odpowiedzialnością* [Limited liability company], Wolters Kluwer, Warszawa 2007 issued as part of the series *Biblioteka Prawa Spółek*, edited by A. Kidyba (2nd edition was released in 2010). The issues related to limited liability company are also addressed by the article entitled *Spółka kapitałowa bez kapitału zakładowego – głos w dyskusji nad projektem zmiany kodeksu spółek handlowych* [Company without share capital – a voice in the debate on the draft amendment to the commercial companies code], *Przegląd Prawa Handlowego* 2011, no. 3 (co-authored with A. Kidyba).

The group of topics related to commercial corporate entities of my interest contained also problems of commercial partnerships. Their results were presented in the form of the following chapters: *Spółka jawna* [General partnership], *Spółka partnerska* [Limited liability partnership] and *Spółka komandytowo-akcyjna* [Partnership limited by shares] in the textbook *Prawo spółek handlowych* [Commercial companies law] ed. A. Kidyba, Wolters Kluwer, Warszawa 2004 (2nd edition was released in 2010). The interest in topics of commercial partnerships also covered the problem of liability of partners for their obligations. This interest resulted in the following articles: *Ogólna charakterystyka stosunków majątkowych w spółce komandytowej* [A general characteristics of ownership relationships within a general partnership], *Przegląd Prawa Handlowego* 1995 no 6 (co-authored with A. Kidyba), *Odpowiedzialność komandytariusza za zobowiązania spółki* [Limited partner's liability for obligations of a partnership], *Przegląd Prawa Handlowego* 1995 no. 7 (co-authored with A. Kidyba), as well as *Ograniczona odpowiedzialność wspólników za zobowiązania w handlowych spółkach osobowych* [Limited liability of partners for obligations in commercial partnerships] (in:) Profesor Stefan Buczkowski. *Libri Iuristarum Lublinensium*, vol. 2, Faculty of Law

and Administration of UMCS, Publisher: Studenckie Koło Naukowe Prawników UMCS, Lublin 2012, pp. 91-109.

Also, the significance of the "important reasons" clause in the context of the provisions of the Code of Commercial Companies regarding both partnerships and companies, has been presented in the article *Ważne powody w stosunkach spółek handlowych* [Important reasons in relationships of commercial companies] (in:) *Współczesne problemy prawa handlowego. Księga jubileuszowa dedykowana prof. dr hab. Marii Poźniak-Niedzielskiej*, [Contemporary problems of commercial law. A jubilee book in honour of Professor Maria Poźniak-Niedzielska] ed. A. Kidyba, R. Skubisz, (co-authored with M. Dumkiewicz), Warszawa 2007.

Another sphere of my scientific interests covered the problems of signatory powers, including statutory representation, power of attorney and general commercial power of attorney (prokura). Detailed remarks on these issues were provided in the form of chapters in the commentary *Kodeks cywilny. Komentarz* [Civil code, A commentary], vol I, *Część ogólna* [General part], ed. A. Kidyba, Warszawa 2009: *Przedstawicielstwo. Przepisy ogólne. Komentarz do art. 95 – 97* [Representation. General provisions, Commentary on art. 95 – 97 ], *Pełnomocnictwo. Komentarz do art. 98 – 109* [Power of attorney, Commentary on art. 95 – 97], and *Prokura. Komentarz do art. 109<sup>1</sup> – 109<sup>9</sup>* [General commercial power of attorney. Commentary. In addition, my interest in the problems of signatory powers made me to conduct studies on the proposal of regulating general commercial power of attorney (prokura) and commercial power of attorney in the new draft Civil Law. The detailed analysis of these issues was provided in the article entitled *Prokura i pełnomocnictwo handlowe w przepisach projektu nowego kodeksu cywilnego* [general commercial power of attorney and commercial power of attorney in the provisions of the new draft Civil Law] (in:) *Prawo handlowe XXI wieku – czas stabilizacji, ewolucji czy rewolucji, Księga Jubileuszowa dedykowana Prof. Józefowi Okolskiemu* [Commercial law of the 21st century - the time of stabilization, evolution or revolution, Jubilee book in honour of Professor Józef Okolski], ed. M. Modrzejewska, Warszawa 2010.

Another group of issues within my scientific interests covered the issue of obligation contracts, in particular contracts formed as commercial in law or in practice of trading. The interest in commercial contracts has led me to research the issue of contract making. They were expressed in a thorough analysis of procedures of concluding agreements provided for by the provisions of the Civil Code (offer-and-acceptance procedure, negotiation, auction, tender procedure). Detailed results of these studies are contained in the chapter *Zawarcie umowy* [Contract conclusion]. Komentarz do art. 66 - 72<sup>1</sup> k.c. in the monograph *Kodeks cywilny. Komentarz*, [Civil code. A commentary] vol. I, *Część ogólna* [General part], ed. A. Kidyba, Warszawa 2009. In addition, my studies on the issues of obligation contracts, in particular commercial ones, resulted in the analysis of the legal structure of selected obligation contracts governed by the provisions of the Civil Code. Within the contracts, a peculiar example is the civil law partnership agreement, governed by the provisions of art. 860-875 of the Civil Code, the conclusion of which results in the simultaneous establishment of a certain

organizational entity without legal personality, which can be used as a form of joint venture. Detailed results of these studies were published as 8 chapters in the monograph entitled *Kodeks cywilny. Komentarz*, [Civil code. Commentary] vol. III, *Zobowiązania. Część szczególna* [Obligations. Special part], ed. A. Kidyba, Warszawa 2010: *Umowa leasingu* [Leasing contract]. Commentary on art. 709<sup>1</sup> - 709<sup>18</sup>, *Zlecenie* [Mandate]. Commentary on art. 734 – 751, *Prowadzenie cudzych spraw bez zlecenia* [Conducting other party's affairs without mandate]. Commentary on art. 752-757, *Umowa agencyjna* [Agency contract]. Commentary on art. 758 – 764<sup>9</sup>, *Umowa komisu* [Consignment contract]. Commentary on art. 765-773, *Przechowanie* [Bailment] . Commentary on art. 835-845, *Umowa składu* [Storage contract]. Commentary on art. 853 – 859<sup>9</sup>, as well as *Spółka*. [Commentary on art. 860-875 k.c. (co-authored with A. Kidyba).

The research on the construct of agency contract led me to extend it and to include some forms of so-called specialised agencies as well. In addition, the scope of my interest included also contract for the provision of tourist services, including its special type - the contract for a tourist event. Considerations concerning the construction of these agreements were published in the form of the following chapters in the monograph *Pozakodeksowe umowy handlowe* [Non-code commercial contracts], ed. A. Kidyba, Warszawa 2013: *Agencja bankowa (Bankowa umowa agencyjna)*, *Agencja ubezpieczeniowa (ubezpieczeniowa umowa agencyjna)*, *Agencja turystyczna (Turystyczna umowa agencyjna) oraz Agencja morska (Morska umowa agencyjna)*, [Bank agency (Bank agency contract), Insurance agency (insurance agency contract), Tourist agency (Tourist agency contract) and Sea agency (Sea agency contract)] as well as *Umowa o świadczenie usług turystycznych* [contract for the provision of tourist services] (co-authored with M. Dumkiewicz).

My scientific interest covered also the problems of competition law. In this regard, I focused my research on the prohibition of competition, which is a manifestation of restriction on the freedom to compete, which is, on the one hand, an instrument to protect the interests of individual undertakings, where persons covered by such a prohibition are attributed with a certain status (member of a governing body, shareholder, employee), and on the other hand to protect competition as such, and to ensure its proper functioning, by preventing unfair behaviour in business activity. The results of studies in this regard were presented in 5 chapters of the publication *Spółka z o.o. w praktyce* [Limited liability company in practice], ed. A. Kidyba, Warszawa 1999: Prohibition of competition under the provisions of the Labour Code (Chapter 4.4A.7), Subjective restrictions under the provisions of the Act on competition and consumer protection (Chapter 4.4A.8), Prohibition of competition under the provisions on combating unfair competition (Chapter 4.4A.9.), Competition clauses (Chapter 4.4A.10), Prohibition of competition (Chapter 4.4B). In addition, these issues are covered by the following articles: *Zakaz konkurencji w świetle przepisów Kodeksu handlowego* [Prohibition of competition under the provisions of the Commercial Code], Rejent 1993 No. 12 and *Uwagi na tle uregulowania zakazu konkurencji w kodeksie spółek handlowych* [Remarks on the regulation of non-competition in the Code of Commercial Companies] (Rejent 2003 no. 6). A piece somehow related to

competition issues was also Commentary to the decision of the Appeals Committee of the Polish Patent Office of July 13, 1992 concerning the criteria for assessing the similarity of trademarks (Appeal No. 1175/92), *Orzecznictwo Gospodarcze* 1992 No. 4, item 85. The interest in the issues of commercial contracts in connection with competition law issues prompted me to undertake research into sponsorship contracts. The results of their analysis were included in the chapter *Umowa sponsoringu* [Sponsorship agreement] in the above-mentioned monograph *Pozakodeksowe umowy handlowe* [Non-code commercial contracts], ed. A. Kidyba, Warszawa 2013.

The interest in competition law issues was also manifested in undertaking research into the essence of the construct of an act of unfair competition and unfair market practice. This was due to the applicability of two general clauses defining the limits of fairness in business transactions: the general definition of unfair competition in the Act on combating unfair competition and the general definition of unfair market practice contained in the Act on counteracting unfair market practices and the resulting question about their interdependence. I have compared the two definitions in the article *Czyn nieuczciwej konkurencji a nieuczciwa praktyka rynkowa* [Unfair competition and unfair market practice] (*Monitor Prawa Handlowego* 2012, no. 3).

The culmination of research into the issues of commercial partnerships was the habilitation dissertation *"Pozycja prawna współnika spółki jawnej"* [Legal position of a partner of a general partnership], Wolters Kluwer Warszawa 2013. Undertaking the research on the issue of the legal position of a partner in a general partnership was justified by the fact that it was not clearly addressed in the light of the provisions of the Commercial Companies Code. First of all, the position of a partner is expressed in his rights and obligations in the company and liability for the company's obligations. At the same time, it is important to define his situation in this respect vis-à-vis the company, and therefore in terms of the relationship partner-partnership, also towards other partners. The elements of the partner's legal position are reflected in particular in the content, nature, rules for the exercise of individual rights and obligations and the liability of the partner for obligations of the partnership.

Particular categories of partner's rights and obligations and his liability for obligations of the partnership have been described as reflecting individual aspects expressing the legal position of general partnership: active (managerial), expressed in terms of the partnership's right and responsibility to represent it, passive (ownership), including corporate and property rights and obligations, as well as that expressed in the influence of the partner on the formation of the member composition of the partnership and its very existence, as well as the liability for the partnership's obligations.

As regards the construct of the legal relationship of partnership and thus the legal position of the partner in terms of the types of legal links expressing its participation in the partnership, the considerations provided for in the dissertation lead to the conclusion that granting legal personality to general partnership in both external and internal relations (Article 8 § 1 of the Commercial Companies Code) means that the legal relationship partnership is expressed in legal relations between the

partnership and partners. At the same time, many of the regulations contained in the Commercial Companies Code refer to the concept of partner as a contract and the resulting legal relationship between the partners. Consequently, the provisions of the Commercial Companies Code treat the partner as a party to the contract of partnership and more specifically as a party to the legal relationship between the partners under the contract of partnership. These are indicated *expressis verbis* by the regulation of the termination of contract of partnership (Articles 61 and 62 of the Commercial Companies Code) and the provisions requiring consent of the partners for the specific legal consequences to occur (Articles 9, 10 § 2, Articles 54 § 1, 56 § 2, 59 of the Commercial Companies Code) or agreement between them (Article 64 § 2 in conjunction with Article 64 § 1 and Article 67 § 1 of the Commercial Companies Code). The form of rights and obligations of the partners leads to the conclusion that, although a partnership is an organisational entity and a legal entity, its operation in fact means common action by the partners themselves for the purpose intended. It therefore seems reasonable to distinguish both the legal relations between the partners and the partnership and between the partners themselves.

The comprehensive analysis of the partner's rights and obligations and his liability for obligations of the partnership also allowed the identification of features characterizing its legal position, expressing its personal nature, allowing the assessment of the legal relations of membership in the partnership. At the same time, a statutory model of the legal position of a partner in a general partnership and possible deviations from it introduced by the contract of partnership were presented. The elements constituting the legal position of a general partnership partner having a permanent nature have also been listed, and thus in each case they determine its status, including primarily the (personal) right of audit, obligation of loyalty, the right to vote and give consent in matters not governed by the right to run the business, the obligation to make contribution, the right to participate in profits, the right to interest, and the liability of the partner for obligations of the partnership. At the same time, its aspects were indicated in respect of which the contract of partnership may introduce changes, depriving the partner of certain rights or obligations, as well as modifying their scope. Therefore, considerations regarding the limits of freedom of contract in shaping the position of a partner in the contract of partnership in a way that differs from the statutory model deserve a special attention. In this respect, the admissibility of introducing such changes, as compared to the statutory model, which are expressed in the adoption of solutions typical for companies, related to the equity aspect of participation and the principle of primacy of equity, is considered doubtful.

Based on an in-depth analysis of individual rights and obligations of a general partnership partner and his liability for obligations of the partnership, an important feature characterizing the legal position of a general partnership partner is also noted, which is expressed in a certain "two-fold" regulation concerning particular delineating elements. On the one hand, the basic shape of the regulations previously contained in the Commercial Code expressing the idea of partnership as a legal relationship between partners was maintained, on the other, provisions were introduced causing some



"crevices" in this concept, aimed at strengthening the legal status of partnership (in particular, Articles 9 and 10 of the Commercial Companies Code).

It should also be stressed that the conclusion from the observations contained in the dissertation, that the legal position of a partner in general partnership is characterized by the lack of a full legal separation of partnership as a legal entity from its partners. It expresses its essential feature and structural difference in comparison with the membership in a company being a legal person. The paper presents solutions proving the lack of full separation of partnership from its partners both in the sphere of external and internal relations of the partnership, within the scope of shaping organizational and corporate and property rights and obligations, rights and obligations in respect of changes in the composition and dissolution of the partnership, as well as the liability for obligations of the partnership.

The evidence of the lack of full legal separation of a partnership from partners may be the following aspects of the partner's position, having a normative character and expressing subjective relationships between the partnership and the partner. First of all, the existence of a partnership depends on the participation of specific partners, which entails restrictions on the possibility of changing the composition of partners. In the light of the provisions of the Code of Commercial Companies, the principle of invariability of the composition of a general partnership consists in that, first of all, the very existence of the company depends on the stability of the composition of partners, as certain legal events regarding a partner (death, declaration of bankruptcy) were determined in the Act as events resulting in termination of the partnership. Secondly, it is manifested by the statutory limitation of legal events which may lead to changes in the composition of partners while maintaining the existence of the partnership. Thirdly, the existence of a partnership with modified composition of partners generally requires the consent of all partners or all other partners, expressed in the contract of partnership or otherwise provided for in the statute. The significance of the personal composition for the existence and proper functioning of the partnership is emphasized by the concept of exclusion of a partner from the partnership for important reasons (Article 63 § 2 of the Commercial Companies Code), deprivation of the right to represent the partnership (Article 30 § 2 of the Commercial Companies Code) or the right to conduct its affairs (Article 47 of the Commercial Companies Code), as well as the right of a partner to request the partnership to be dissolved by a court for important reasons (Article 63 § 1 of the Commercial Companies Code).

In this respect, the lack of full separation is also emphasised by the obligation to include in the business name of the partnership the surnames (names, business names) of its partners (Article 24 § 1 of the Commercial Companies Code), which means that the partnership, being a separate legal entity, always trades with the surnames (names, business names) of the partners forming it or only one partner, and thus is identified in business transactions according to them.

A crucial element of the partner's legal position, showing the absence of full legal separation of the partnership from its partners is the handling of affairs and representation of the partnership

directly by the partners, and thus the combination, in the partner's person, of a status of corporation member and the decision-making person (a partner is both the "governing entity" and "governed entity"). At the same time, the adoption, in the dissertation, of the concept of statutory representation, to which the rules on governing bodies are applicable (Article 38 in conjunction with Article 33<sup>1</sup> § 1 of the Civil Code) and which can be described as "systemic", seems to make this lack of distinctness more profound, since the partners, by definition, directly create the will of the partnership. In this respect, the lack of subjective distinctness is also manifested by the fact that the Commercial Companies Code lacks specific regulations concerning the decision-making in matters related to partners, as well as to activities and disputes between the partner and the partnership.

The subjective relationship between the partnership and the partner, proving the absence of a full legal separation of the partnership, is also expressed in the fact that partner bears, with his entire property, in an unlimited manner, jointly and severally with the partnership and other partners, although subsidiary, the liability for obligations of the partnership (Article 22 § 2 and Article 31 of the Commercial Companies Code). This lack of full separation is also emphasised by the possibility for the creditor of the partnership to sue its partner based on that liability before the enforcement against the partnership is found to be ineffective (Article 31 § 2 of the Commercial Companies Code), which means that the creditor may first bring an action against the partner for the performance the partnership is obliged to make. The absence of full legal separation of partnership from its partners is also reflected in granting a partner the capacity to declare bankruptcy (article 5(2)(2) of the Corporate Bankruptcy and Reorganisation Law Act) for the mere participation in the general partnership, so irrespective of whether the partner is a trader and whether he participates in the partnership in such a capacity. An important regulation indicating the subjective link between the partner and the partnership is also the possibility for the court to append an enforcement clause against a partner to a judgement against the partnership a declaration of enforceability against the shareholder (Article 778<sup>1</sup> of the Commercial Companies Code). In this respect, the fact of bearing by the partnership the liability in tort for damage caused by fault of partners running its affairs or representing it, which, in the light of Article 416 in conjunction with Article 33<sup>1</sup> of the Civil Code, is the liability for his own deeds. As regards full legal separation of partners from the partnership, it is also worth pointing to the regulation set out in Article 33 of the Commercial Companies Code, which forms the liability of the partners as if they were the purchasers of a business given to the partnership as a contribution.

It is also possible to point out regulations which deem the partnership identical with partners constituting it, combining legal effects for the partnership and the partners, despite the legal personality of partnership, with the submission of a declaration of will of the partners or becoming aware of a certain fact by the partners (Article 61 § 3 and Article 57 § 2 of the Commercial Companies Code).

The incomplete legal separation of partnership is also manifested by the absence of restrictions on the subject of contribution, the indirectly imposed interest on the contribution due to the partner's

right to the interest on the share of the capital (Article 53 of the Commercial Companies Code), which in the event of losses incurred by the partnership can be interpreted as a partial refund of the contribution, the partner's obligation to participate in the losses of the partnership (Article 51 § 1 of the Commercial Companies Code), as well as appropriation of profit to complement the capital share depleted by losses (Article 52 § 2 of the Commercial Companies Code). In addition, one may also point to the right to participate in profits and the obligation to participate in losses from not completed matters (Article 65 § 5 of the Commercial Companies Code).

In total, my scientific achievements before habilitation included 3 monographs (including habilitation dissertation), 57 chapters in collective publications, 10 scientific papers and 3 commentaries on judgements.

### **III. Scientific achievements after being granted the degree of habilitated doctor of laws**

My scientific interests after habilitation have been, to some extent, a continuation of those previous ones and were complemented with new research areas. They include several fields of study. The first one regards general topics of the corporate law. They are addressed in the observations contained in the commentary to Articles 1 – 3 of the Commercial Companies Code (in:) J. Frąckowiak, A. Kidyba, K. Kopaczyńska-Pieczniak, M. Michalski, A. J. Witosz, *Kodeks spółek handlowych*, [Commercial Companies Code] vol. I, *Komentarz do art. 1-150* [Commentary to Articles 1-150], ed. A. Kidyba, Warszawa 2017 (pp. 50). They concern the scope of subjective and objective application of the Code of Commercial Companies, issues related to the relationship between this law and the provisions of the Civil Code, including the issue of proper application of law, as well as the term of contract of commercial company/partnership and the term of commercial company/partnership as a legal relationship and legal entity, and common elements designating the term "commercial company/partnership".

The second one includes the continuation of research into the construct of general partnership. The detailed discussion regarding its concept, legal personality, incorporation, internal and external relations, as well as liability for its obligations have been included in 3 extensive chapters of the commentary: *tytuł II. Spółki osobowe. Dział I. Spółka jawna, rozdział 1. Przepisy ogólne* [title ii. partnerships. section I. General partnership. chapter I.]– commentary on Articles 22-27, *rozdział 2. Stosunek do osób trzecich* [chapter 2. Relations with third parties]– commentary on Articles 28-36, and *rozdział 3. Stosunki wewnętrzne spółki* [chapter 3. Internal relations within partnership ] – commentary on Articles (in:) J. Frąckowiak, A. Kidyba, K. Kopaczyńska-Pieczniak, M. Michalski, A. J. Witosz, *Kodeks spółek handlowych* [Commercial Companies Code], vol. I, *Komentarz do art. 1-150* [Commentary to Articles 1-150], ed. A. Kidyba, Warszawa 2017, covering comments on 39 articles of the Commercial Companies Code (pp. 270). The Commentary contains discussion on the concept of

general partnership, the definition of which should be read by interpreting § 1 and 2 of article 22 of the Commercial Companies Code cumulatively, which also required a presentation of the nature and principles of partners' liability for obligations of the partnership. Comments on art. 23-26 of the Commercial Companies Code present the principles for incorporating a general partnership, both using the traditional procedure and using the models provided in the ICT system. The analysis covers, in particular, the essence of contract of general partnership, distinction between substantially relevant elements and mandatory provisions which should be included in it, principles for the construction of business name, registration and entry into the registry, liability of persons acting on its behalf before such an entry is made, as well as the specificity of the transformation a civil law partnership into a general partnership. The commentary on Article 27 of the Commercial Companies Code covers the issues of mutual relations between the provisions of the of the Commercial Companies Code and the Family and Guardianship Code in a situation where the partner is married. The next part of the commentary concerns the construct of assets of a general partnership, as well as the rules of its representation and the partner's right to represent it (Articles 28-30 of the Commercial Companies Code). However, the commentary on Articles 31-36 of the Commercial Companies Code contains a detailed discussion on the subsidiary nature of the partner's liability for obligations of the partnership, special rules of liability in the event a new partner joins the partnership, incorporation of a partnership with a sole trader, as well as remedies the partner may use against a creditor of the partnership. In the comments on Article 37-47 of the Commercial Companies Code, I present my position regarding the nature of the provisions governing internal relations within a partnership, the structure and nature of the right of audit vested in the partner, and also referring to the principles of conducting the company's affairs and the scope, nature and manner of exercising the rights of the partner in this respect. Comments on Articles 48-50 of the Commercial Companies Code present the issues of contributions made to a general partnership and the concept of equity participation. On the other hand, in the comments on Articles 51- 57 of the Commercial Companies Code, the matter of the partner's right to a share in profits, the obligation to pay losses, the right to interest, the admissibility of a decrease in equity participation, the effects of concluding another partnership/company by the partner or transferring certain rights from participation in the company, as well as the obligation of loyalty and the prohibition of running a competitive business, and sanctions in the event of breaching them.

The issues of representation of a partnership are also addressed in the article *Problem stosowania art. 210 § 1 k.s.h. odpowiednio lub per analogiam do wspólników uprawnionych do reprezentowania handlowych spółek osobowych* [The problem of application of Article 210 § 1 CCC *mutatis mutandis* or *per analogiam* to partners authorised to represent commercial partnerships], *Przegląd Prawa Handlowego* 2014, no. 11. That article concerns the matter of application of regulations *mutatis mutandis* and by analogy, the differences between those constructs, and the possibilities for their application to define the rules for signatory powers within a commercial partnership in relationships with its representative authorised to represent it. Undoubtedly, the

similarity between application of law *mutatis mutandis* and an analogy is expressed in the fact that in both cases the provisions relating to a particular legal relationship apply to a different but, to a certain extent, similar legal relationship. However, the application of law *mutatis mutandis* is an expression of a certain adopted legislation method, expressed by the legislature by ordering specific application of the provisions concerning a particular legal relationship to another legal relationship, and the basis for such interpretative operation is a relevant referring norm. However, *analogia legis* as an inference rule is to complement loopholes in the law, lacking *expressis verbis* provisions in civil law indicating the obligation to apply it. The considerations in the article lead to the conclusion that there is no basis for the application of Article 210 § 1 of the Commercial Companies Code to commercial partnership partners entitled to represent it. This provision, concerning the principles of representation of a limited liability company in contracts and disputes between the company and a member of the management board, is mandatory, exceptional and restrictive. As a consequence, the admissibility of its extensive interpretation is excluded. Moreover, in the light of Article 33<sup>1</sup>§1 of the Civil Code, there is no justification for the application *mutatis mutandis* of this provision to partners entitled to represent commercial partnerships, as it cannot constitute the basis for the application *mutatis mutandis* of the rules governing the organisation and functioning of specific legal entities. Also, the application of Article 210 §1 of the Commercial Companies Code by analogy to a partner of a partnership entitled to represent it raises serious objections due to the lack of a loophole in the law, as well as doubts as to the identity of the *ratio legis*. In addition, both the application of that provision *mutatis mutandis* and by analogy must be considered inadmissible as it would lead to solutions contrary to the mandatory provisions concerning the scope of the right to represent a partnership.

The third research area relates to the topic of limited liability company.

The monograph *Spółka z ograniczoną odpowiedzialnością* [Limited liability company], published as part of the series Biblioteka Prawa Handlowego, ed. A. Kidyba, Warszawa 2013, comprises conclusions from the examination of various aspects of the structure of this company, also in matters that raise controversies and widely debated among scholars. It is a revised and updated third edition of this book, taking into account new publications on the issue and new case-law. It was also extended to reflect on a construct that had been new at the time: limited liability company established using a model agreement provided via the ICT system. It was the first and then the only company that could be created in such a simplified way. The observations in this regard are focused on demonstrating its specific features, distinguishing such a company from those established in a traditional manner.

The results of extensive and detailed studies on limited liability company were presented in 7 chapters of the commentary: *Dział I Spółka z ograniczoną odpowiedzialnością, rozdział 1. Powstanie spółki* [Section I. Limited liability company. chapter I. Incorporation of the company] – commentary on art. 151-173, *chapter 2. Prawa i obowiązki wspólników* [chapter 2. Right and obligations of shareholders] – commentary on art. 174-179, *chapter 3. Organy spółki. Oddział 1. Powstanie spółki*

[chapter 3. Governing bodies. Subsection 1. Management board] – commentary on art. 211, *chapter 3. Organy spółki. Oddział 2. Nadzór* [chapter 3. Governing bodies. Subsection 2. Supervision] – commentary on art. 440-226, *chapter 3. Organy spółki. Oddział 3. Zgromadzenie wspólników* [chapter 3. Governing bodies. Subsection 3. Shareholders' meeting] – commentary on art. 227-248, *chapter 4. Zmiana umowy spółki* [chapter 4. Modification of articles of association] – commentary on art. 255-265, *chapter 5. Wyłączenie wspólnika* [chapter 5. Exclusion of a shareholder] – commentary on art. 266-269 (in:) J. Frąckowiak, A. Kidyba, K. Kopaczyńska-Pieczniak, M. Michalski, A. J. Witosz, *Kodeks spółek handlowych* [Commercial Companies Code], vol. I, *Komentarz do art. 151-300* [Commentary to Articles 151-300], ed. A. Kidyba, Warszawa 2018, covering comments on 86 articles of the Commercial Companies Code (pp. 496). They contain detailed considerations regarding commented regulations, performed based on abundant literature and taking into account a wide range of case law. In addition to presenting the positions of other scholars of law, I present my own position with appropriate arguments. I presented there the position regarding the essence of a limited liability company, its share capital, systems for its division into shares and a sole proprietor company (comments on Articles 151-156 of the Commercial Companies Code). The next part contains observations regarding incorporation of a company and statements made to the company by a sole proprietor of a limited liability company (comments to articles 157-173 of the Commercial Companies Code). The issue of incorporation of a company includes an extensive catalogue of issues, among which the comments I present relate to the company's articles of incorporation, contributions to cover the share capital, in particular in-kind contributions, business names of the company, status of a limited company under organization, registration, defects in the submission for registration, nature and effects of entry of the company into register, as well as liquidation of a limited liability company under organization in the event of failure to register or refusal of registration. Another part of the comment concerns the rights and obligations of partners (commentary on Articles 174-179 of the Commercial Companies Code). It addresses the issue of the principle of equal rights and obligations, the rules of the partner's privileged position, the liability for significant over-estimation of the value of the contribution in kind, the partner's obligation to provide recurring non-cash performances and the obligation to pay in additional contributions. In the commentary on art. 211 of the Commercial Companies Code I presented the position on the non-competition prohibition for board members. Further on, in the commentary on art. 212 - 226 of the Commercial Companies Code, I have presented considerations and conclusions relating to the partner's right to individual audit, the principles of forming the institutional supervision in the company, exercised by the supervisory board or the audit committee, as well as audits conducted by a statutory auditor at the request of minority shareholders. In the comments on art. 227-248 of the Commercial Companies Code I listed a wide range of issues related to the adoption of resolutions by shareholders in a limited liability company. They concern issues of related matters requiring a resolution of shareholders, ways of adopting resolutions: at a shareholders' meeting, without a shareholders' meeting, using an electronic form provided in the ICT

system, types of shareholders' meetings, rules of convening them, validity of the meeting and quorum, voting rules and how to prepare and significance of minutes. However, comments on art. 255-265 of the Commercial Companies Code, concern the concept of amending the articles of incorporation and the principles of its execution, in particular changes in the amount of share capital in the form of its increase and decrease, taking into account the possibility of making this both in traditional manner and in the case of companies created using an electronic form – changes made using the form of a resolution made available via the IT system. Another fragment of my commentary including comments on art. 266-269 of the Commercial Companies Code concerns the institution of excluding a shareholder from the company, in particular the reasons, exclusion procedure, its consequences and the relationship of the regulation providing for this sanction to the provisions on redemption of shares.

These fields of interest were the roots of the research area covering the issue of non-monetary contributions. These issues are dealt with in 10 chapters of the monograph *Wkłady niepieniężne do spółek handlowych*, [Non-monetary contributions to commercial companies] ed. U. Promińska, C.H. BECK, Warszawa 2017 (pp. 111). In this publication I presented an in-depth analysis of the essence and legal nature of the articles of incorporation, as well as the obligations, forming the *essentialia negotii*, to achieve a common goal (cooperation) and the commitment to make contributions. In this respect, I have distinguished between the obligation to make contributions within a group of partnerships and limited liability companies, and I have also presented the legal nature of the obligation to make contributions and its specific features within each of the groups of companies indicated. I also paid special attention to defining the content and qualifying the obligation of shareholders to cooperate in another way specified in the articles of incorporation or the articles of association. I also analysed the function of non-cash contributions from the point of view of the type of commercial company, contribution capacity and in-kind contribution capacity, as well as the issue of dependence of obtaining membership in a company on making a contribution in whole or in part. I also presented conclusions concerning an interesting issue of providing work or services to the company in the context of making a non-cash contribution.

This topic was also addressed by the article: *Przeniesienie własności nieruchomości tytułem wkładu na handlową spółkę osobową* [Transfer of ownership of real estate as a contribution to a commercial partnership], *Monitor Prawa Handlowego* 2015 no. 3. The consideration carried out in this article leads to the conclusion that the obligation to make a contribution consisting in the transfer of ownership of real estate should be included in the articles of incorporation. It is necessary to specify the real estate in such a way that it can be identified. In accordance with Article 155 of the Civil Code and Article 48 § 3 of the Commercial Companies Code, this obligation also has a disposing effect at the moment of registration of the company in the register. This entry in the register should be regarded as a legal condition (*conditio iuris*), on the basis of which, by virtue of the law, the effective establishment of the company and the effects of the obligations contained in the articles of incorporation depend. This means that the transfer of ownership of real estate as part of contribution

takes place under the articles of incorporation, but at the moment of entry of the company in the register. Assuming that the provisions of Article 155 et seq. of the Civil Code are applied to the articles of incorporation, the above effect will be caused by the articles of incorporation concluded in the form of a notarial deed. On the other hand, its conclusion in an ordinary written form will have the effect of obliging the shareholder to make a contribution, but for the transfer of ownership of real estate it would be necessary to conclude an agreement of an obliging and disposing nature in the form of a notarial deed. However, the view assuming that the provisions of the Commercial Companies Code concerning the form of activities regulated therein are of a special nature in relation to the provisions of the Civil Code and exclude the application of the general requirements concerning the form of the agreement provided for therein, may be considered equally reasonable. The obligation of a partner to transfer as a contribution the ownership right to real estate resulting from the articles of association concluded in an ordinary written form could then be considered valid and effective, even with regard to the disposing effect.

Another research area covers the issue of commercial contracts. In this respect, I have continued my research into specialised agency contracts: banking agency, insurance agency, tourism and maritime agency, as well as sponsorship contract and contract for an tourist event. The research in this area has been extended to the practical aspects of concluding agreements of this kind in the form of the development of model agreements with commentary and appropriately selected case law. They were discussed in the 5 chapters: *Bankowa umowa agencyjna* [Bank agency contract](II.2.22); *Ubezpieczeniowa umowa agencyjna* [Insurance agency contract](II.2.23); *Turystyczna umowa agencyjna* [Tourist agency contract] (II.2.24 ); *Morska umowa agencyjna* [Sea agency contract] (II.2.25); *Umowa sponsoringu* [Sponsorship contract](II.3.28) *Umowa o imprezę turystyczną* [contract for the provision of tourist services] (co-authored with M. Dumkiewicz) (II.9.52) (in:) *Umowy w obrocie gospodarczym. Wzory. Komentarze. Orzecznictwo* , ed. A. Kidyba, Wolters Kluwer SA, Warszawa 2015, 2nd edition Warszawa 2018.

Problems of the contract of leasing have been addressed in the following publications. First of all, chapter 5 of the below publication. *Umowa leasingu* [Contract of leasing](in:) *Kodeksowe umowy handlowe* [Code commercial contracts], ed. A. Kidyba, Wolters Kluwer SA, Warszawa 2014, providing an in-depth analysis of the concept of that contract, its legal nature, parties, object, obligations and rights of the parties, as well as the liability for non-performance or improper performance of the contract. This discussion has been extended to include an analysis of the case where the contract leasing meets the conditions for considering it an consumer credit. This contract is also addressed by Title XVII<sup>1</sup>. *Umowa leasingu*. [Contract of leasing] Commentary on art. 709<sup>1</sup> – 709<sup>18</sup> (in:) *Kodeks cywilny. Komentarz*, [Civil code. Commentary] vol. III, *Zobowiązania. Część szczególna* [Obligations. Special part], ed. A. Kidyba, Warszawa 2014 (2nd edition), chapter *Umowa leasingu* [Contract of leasing] (I. 6) (in:) *Umowy w obrocie gospodarczym. Wzory. Komentarze. Orzecznictwo* [Contracts in business transactions. Models. Commentaries. Case law], ed. A. Kidyba,



Warszawa 2015 (2nd edition Warszawa 2018), in which the conducted research was also reflected in the elaboration of the model of such a contract, together with the commentary and suitably selected case law. The subject of this agreement is also the article *Roszczenie o naprawienie szkody z tytułu wad przedmiotu leasingu* [Claim for compensation for a damage due to a defect in the object of lease], *Przegląd Prawa Handlowego* 2016, no. 10. The discussion contained therein leads to the conclusion that the claim for compensation for a damage caused by the existence of a defect is vested directly in those who may raise it against those who are liable for the defect. As a consequence, in the case of a damage caused by defects for which the seller is liable under the Act, it should be assumed that pursuant to Article 709<sup>8</sup> § 2 of the Civil Code, compensation claims referred to in Article 566 of the Civil Code, are vested in the user and it is him who should claim compensation for damage directly from the seller. This applies both to a claim for damages on a general basis and a claim to remedy a damage, which the user has incurred by signing a contract, if he had not knew about the existence of the defect, limited to a negative interest of the contract. On the other hand, if the defect arose as a result of the circumstances for which the sponsor is liable (Article 709<sup>8</sup> §1 of the Civil Code), then in the event of a damage resulting from the defect, the user is entitled to a claim for damages based on Article 471 of the Civil Code against the financing party.

The chapters of the following commentary addressed the issues of obligation agreements regulated in the Civil Code: Tytuł XXI. *Zlecenie*. Komentarz do art. 734 – 751 [Title XXI. Mandate, Commentary on art. 95 – 97], Tytuł XXII. *Prowadzenie cudzych spraw bez zlecenia*. Komentarz do art. 752 – 757 [Title XXII. Conducting others' affairs without a mandate], Commentary on art. 95 – 97], Tytuł XXIII. *Umowa agencyjna*. Komentarz do art. 758 – 764<sup>9</sup> [Title XXIII. Contract of agency], Commentary on art. 758 – 764 9], Tytuł XXIV. *Umowa komisu*. Komentarz do art. 765 – 773 [Title XXIV. Contract of consignment], Commentary on art. 765-773], Tytuł XXVIII. *Przechowanie*. Komentarz do art. 835 – 845 [Title XXVIII. Bailment], Commentary on art. 835 – 845], Tytuł XXX. *Umowa składu*. Komentarz do art. 853 – 859<sup>9</sup> [Title XXX. Contract of storage], Commentary on art. 853 – 859 9], Tytuł XXIV. *Kodeks cywilny. Komentarz*, [Civil code. Commentary] vol. III, *Zobowiązania. Część szczególna* [Obligations. Special part], ed. A. Kidyba, Wolters Kluwer SA, Warszawa 2014 (2nd edition). The topics of articles of incorporations , at the same time causing the establishment of an organizational unit are addressed in: Tytuł XXI. *Spółka*. [Title XXI. Commentary on art. 860-875 k.c.] (co-authored with A. Kidyba) (in:). *Kodeks cywilny. Komentarz*, [Civil code. Commentary] vol. III, *Zobowiązania. Część szczególna* [Obligations. Special part], ed. A. Kidyba, Wolters Kluwer SA, Warszawa 2014 (2nd edition). The result of continuation of the research as mentioned above was in each case the extension, supplementation of previous studies, as well as the deepening of selected threads.

The issue of obligation contracts is related to another field of my research, concerning sales with the participation of a consumer as purchaser, and consumer warranty according to the provisions of the Civil Code, amended by the act on consumer rights. The result of these investigations is the

article *Rękojmia konsumencka według znowelizowanych przepisów kodeksu cywilnego* [Consumer warranty according to the amended provisions of the Civil Code] (in:) *Ochrona strony słabszej stosunku prawnego. Księga jubileuszowa ofiarowana Profesorowi Adamowi Zielińskiemu*, [Protection of the weaker party to a legal relationship. jubilee book in honour of Professor Adam Zieliński] ed. M. Boratyńska, Warszawa 2016. I analysed therein the legal regulation of consumer warranty in it, which led to the conclusion about strengthening the position of a consumer as a purchaser in comparison with his situation under provisions on non-conformity of consumer product with the contract previously set out in the Consumer Sales Act. It was expressed in the extension of the objective scope of liability for the quality of the sold item, by covering the legal defects with *expressis verbis* consumer warranty, as well as its application *mutatis mutandis* for the sale of energy, rights and water, and in the case of the sale of real estate. Another manifestation of strengthening his position should be the indication, in the Act, of a longer period of applicability of the presumption of existence of a physical defect or its cause at the time of transfer of risk to the consumer, as well as the abolition of the requirement of diligence in the form of notification of the defect in the statutory time limit, under pain of a loss of the warranty rights. A very important facility is also the submission of claims under warranty to the general rules, and thus the elimination of the statutory sequence and the conditions for the exercise of individual rights. In addition, under the current legislation, the consumer may seek compensation for damages in accordance with Article 566 and 574 of the Civil Code, the change being primarily expressed in the possibility of demanding compensation for a damage in the scope of the negative interest of the contract, regardless of whether it is the result of circumstances for which the seller is liable or not. A new solution is a statutory prolongation of the seller's liability for physical defects in the event that the period of usability of the item specified by the seller or manufacturer terminates after two years from the date of delivery to the buyer (art. 568<sup>1</sup> of the Civil Code). An important role is also played by the amended regulations regarding the relationship between seeking claims under the statutory and contractual warranty. The provisions of Article 579 of the Civil Code stress the independent nature of both liability regimes. They also ensure the protection of the purchaser against the loss of warranty rights as a result of long-term performance of the guarantor's obligations under the warranty.

My existing scientific interests have also expanded to issues covering the general part of the commercial law. In this respect, my achievements include publication of the results of research on the concept of entrepreneur according to the Civil Code, the principles of commercial law and the general clauses applicable to it. The article entitled *Przedsiębiorca według przepisów kodeksu cywilnego* [Entrepreneur according to the provisions of the Civil code] (in:) *Prawo cywilne – stanowienie, wykładnia i stosowanie. Księga pamiątkowa dla uczczenia setnej rocznicy urodzin Profesora Jerzego Ignatowicza*, [Civil Code – enactment, interpretation and application. A book in memory of the 100th anniversary of birth of Professor Jerzy Ignatowicz], ed. M. Nazar, Wydawnictwo UMCS, Lublin 2015, provides an analysis of determinants defining the term of entrepreneur in the provisions of the Civil Code. The considerations contained therein lead to the conclusion that the term of

"entrepreneur" under the provisions of the Civil Code is defined by different determiners. It is an entity which carries on its own behalf a business or professional activity, which runs an economic activity, an undertaking, operating an enterprise, and also an entity: which performs certain activities professionally, permanently or as part of activities of an undertaking, which runs a commercial establishment, runs an establishment for the professional performance of certain activities, or the operator of a permanent establishment. Furthermore, the definition of entrepreneur in the Civil Code may affect the interpretation of that concept as defined in other private-law acts, notably in terms of assessing the independence of an entrepreneur and determining the entity to bear the consequences of running the professional activities, as defined in the Act on combating unfair competition, the Act on the prevention of unfair market practices and industrial property law. Consequently, it must be assumed that the provisions of the Civil Code relating to business operators should also apply to those running professional activities. Both business and professional activities – as determiners of the status of entrepreneurs – should be of an organized, permanent (continuous) character, which is a characteristic of any "activity", as well as for-profit and professional character. They should be distinguished on the basis of a subjective criterion, as professional activity can only be carried out by a natural person with an appropriate professional background. On the other hand, the terms "running a business" or "undertaking activities as part of enterprise operation" should relate to the pursuit of an economic or professional activity by means of an enterprise in subjective meaning (Article 55<sup>1</sup> of the Civil Code), including the running of agricultural activities by means of farming estate (Article 55<sup>3</sup> of the Civil Code). The professional conduct of certain activities, or the professional nature of the activity, are concepts indicating the manner in which the activity is performed, in particular the pursuit of a business or professional activity, which assumes the possession and use of expertise, knowledge of rules, diligence and cannot be deemed identical with professional activities. The holding or operation of a permanent establishment can also be regarded as a broader term than holding or operating an enterprise because establishment means assets which can be used to perform other activities besides the business and professional activity. This differentiation in the definition of the status of entrepreneur appears to be redundant and unjustified and thus require the intervention of the legislature. Also, the differences between the definitions of entrepreneur in certain special laws and the Civil Code also contribute to a lack of transparency in this regard and constitute a source of interpretative doubts.

In the article *Zasady prawa handlowego jako element jego części ogólnej* [Principles of commercial law as an element of its special part] (in:) *Kodeks spółek handlowych po 15 latach obowiązywania*, [The Commercial companies Code after 15 years in force] ed. J. Frąckowiak, Warszawa 2018, I proposed a catalogue of commercial law principles, covering the most important rules expressing certain main values, objectives and functions that are important for this field of law, which should be reflected in the process of both law-making and application of commercial law. Most of them have not been explicitly expressed in legal norms, while some have been regulated in acts

falling under public law despite having private-law character. The content of legal norms of commercial law determines the validity of a specific rule, as most of the principles are subject to reconstruction using inductive inference consisting in analysis and generalization of solutions contained in regulations concerning various situations, but expressing common thought, or serve to protect the same value or interest. The reference to the nature, goals and functions of commercial law is also important in the process of determining them. The explanation of some principles also requires taking into account the nature of legal relationships arising in business transactions. Based on commercial law norms, I pointed to the basic importance of the following principles: economic freedom, speed of business transactions, reliability and security of business transactions, keeping increased diligence (professionalism principle), bearing the economic risk, fairness and respect for consumer rights.

Also, the article *Zasada uczciwości kupieckiej jako zasada prawa handlowego* (in:) [The principle of mercantile integrity as a principle of commercial law] (in:) *Zasady prawa w strukturze systemu prawa. Studium dogmatyczno-porównawcze* [Principles of law in the legal system structure. A dogmatic and comparative study], ed. L. Leszczyński, *Studia Iuridica Lublinensia*, vol. XXV, 1, Lublin 2016 presents the characteristics of one of the principles of commercial law, defined as "mercantile integrity". The comments presented therein show that the principle of mercantile integrity means the obligation to respect good trading practices. The scope of this principle is broad, determined by a general clause, and thus its content scope is shaped by non-systemic values. In each case, the essence of the term "good trading practices" is widely understood respect for another human being. The honesty of the entrepreneur (mercantile integrity) should be referred to the whole of his activity, in both external and internal relations. The principle of mercantile integrity can be treated as a particular development of the principle of equity in commercial law, due to the specificity of the legal relations to which it refers. It remains in relation to the other principles of commercial law. Its violation results primarily in civil law sanctions.

The article entitled *Dobre obyczaje i zasady współżycia społecznego w prawie spółek handlowych*, [Good practices and rules of social conduct in the commercial companies law] *Annales Universitatis Mariae Curie-Skłodowska, sectio G (Ius)*, vol. LXIII, 2, Lublin 2016, provides an analysis of two general clauses applicable in the relations of commercial companies, both internal and external, i.e. clauses of the rules of social conduct and good practices. In internal relations of commercial companies, these clauses are to be considered to the extent in which the provisions of the Civil Code are applied due to the nature of the legal relationship of a commercial company (Article 2 of the Commercial Companies Code). Discrepancies in opinions regarding the nature of both clauses are a consequence of the vague phrases used in them. In both cases, however, reference is made primarily to moral norms, moral standards, honesty, decency. The specific coincidence (competition) of the general rules of social conduct and good practices in the relations of commercial companies occurs in cases where the same aspect is assessed in different companies using one or the other clause.

This is a consequence of using by the Civil Code a clause of the principles of social conduct, while the Commercial Companies Code used the clause of good practices and the inter-relation of these codes as *lex generalis – lex specialis* (Article 2 of the Commercial Companies Code). Such competition between both clauses is visible primarily in two areas: the assessment of the scope of contractual freedom in shaping articles of incorporation (Article 3 of the Code of Commercial Companies) and appealing against resolutions of shareholders in companies. The article presents an opinion according to which, under the Code of Commercial Companies, it should be assumed that the clause of "good practices" is the equivalent of the clause of "social conduct" used in other legal acts. As these clauses are widely applied, it seems the most justified to assume that they delineate a certain model of correct and honest dealings in interpersonal relations. They can be considered a conglomerate of social norms of varied origin, both with ethical and moral, as well as organizational, or even economic justification.

The article *Sprzecznosc z dobrymi obyczajami jako przeslanka podważania uchwał zgromadzeń korporacyjnych osób prawnych* [Incompatibility with good practices as a condition for challenging resolutions of meetings of corporate entities] (in:) *Ius est ars boni et aequi. Księga pamiątkowa dedykowana Profesorowi Józefowi Frąckowiakowi*, [Ius est ars boni et aequi. A book in memory of Professor Józef Frąckowiak] ed. M. Leśniak, M. Skory, B. Sołtys, Wrocław 2018, contains a cross-cutting analysis of the manner of regulation of non-compliance with good practices as a condition for challenging a resolution of meeting of a corporate entity as compared to other bases for the challenge. It states that only for resolutions taken by the shareholders or by the general meeting of shareholders in companies, the non-compliance with good practices is not specified as an independent basis for an action for annulment of the resolution. It is a condition entailing the need to demonstrate that such a resolution is detrimental to interests of the company or is intended to harm the shareholder. In the case of other corporate entities, both with regard to the resolutions of the general meeting of a cooperative and the resolutions of the general meeting of members of a mutual insurance or reinsurance society, the mere non-compliance with good practices may constitute a sufficient circumstance to support challenging the resolution. Moreover the provisions regulate in a diverse manner the relationship between that condition with the realization of the interests of the corporate entity concerned or the objective of harming its member. In the case of companies, at least one of these circumstances must additionally occur. In cooperatives, the relationship between these conditions has a feature of relativity and is based on inclusive disjunction, while the objective of harming the member can also be perceived as an independent basis for challenging the resolution or as an alternative only to the condition of detriment to the interests of the cooperative. In the case of insurance and reinsurance societies, the Act does not provide for any interdependence between them. In spite of such multi-faceted perspective, it seems reasonable to conclude that both a resolution which goes against the interests of a company, cooperative or a society, and one which acts to detriment of a shareholder or member of a cooperative or society can already be regarded as contrary to good practices.

The new field of my scientific activity is also the problem of a single trader, and in particular its transformation, as well as succession administration in the event of his death. This topic is addressed in a chapter in the commentary: *Dział III. Rozdział 6. Przekształcenie przedsiębiorcy w spółkę kapitałową* [Section III. Chapter 6. Transformation of an undertaking into a company] – commentary on art. 584<sup>1</sup> – 584<sup>13</sup> (in:) J. Frąckowiak, A. Kidyba, K. Kopaczyńska-Pieczniak, M. Michalski, A. J. Witosz, *Kodeks spółek handlowych. Komentarz*, [Commercial Companies Code. Commentary] *Commentary on art. 491-633*, ed. A. Kidyba, t. IV, Warszawa 2018, including commentary on 13 articles of the Commercial Companies Code (pp. 76). In the comments on these individual articles, I analysed the conditions for the admissibility of transformation of a single trader into a company, and the essence of such a transformation, in which one may specify both the elements of continuation and succession and its consequences. I also presented the procedure of transformation and particular actions required to carry it out. The observations provided in the commentary contain a broad analysis of the nature of the transformation, the conclusions on related activities, their sequence, or links between them, as well as observations on how to regulate the rules of civil liability borne due to such a conversion, including the liability for damages and the liability for obligations of the transformed trader.

The question of single trader is also addressed in the article *Status prawny zarządcy sukcesyjnego* [Legal status of succession administrator], *Przegląd Prawa Handlowego* 2018, no. 12. In this article, I focused on the analysis of the legal status of succession administrator, namely his position determined by his function of substitution and the scope of asset management powers exercised as part of running the business of the enterprise being inherited and the principle of liability borne due to this. The observations contained in the article lead to the conclusion that succession administrator is a temporary substitute appointed to manage an undertaking being under inheritance proceedings. He can only operate as a single person. He is a kind of administrator of separated assets. The legal mechanism of his action is expressed in acting on his own behalf, but for the owners of the estate being inherited. It is therefore based on the construct of indirect substitution, with the legal effects of the administrator being implemented directly in the legal sphere of the owners of the enterprise being inherited. This implies, at the same time, the occurrence of features of a direct substitute (representative). In this respect, his status is similar to that of insolvency practitioner, as well as real estate administrator in the enforcement proceedings, the executor of the testament or trustee in the last will. It is a kind of a "specific" substitute appointed for the implementation of statutory tasks, which carries out its own duties entrusted to him by the Act. Acting for others results in the succession administrator not being liable for obligations related to the running of the enterprise in a succession. The extent of succession administrator's powers has been set by statutes and includes the operation of enterprise in a succession in the functional and objective sense, that is, the pursuit of economic activity using such an enterprise. To this extent, he is entitled to both the management of such activities and the authorisation to act in relation to third parties.

I addressed the essence of transformation in which the intended form is commercial company or partnership in the article *Przekształcenie w spółkę handlową – pytanie o koncepcję prawną przekształcenia* [Transformation into a commercial company/partnership - a question about the legal concept of transformation] (in:) *Societates et obligationes – tradycja, współczesność, przyszłość. Księga jubileuszowa Profesora Jacka Napierały*, [Societates et obligationes – tradition, present, future. A jubilee book in honour of Professor Jacek Napierała], ed. A. Olejniczak, T. Sójka, Poznań 2018, Wydawnictwo Naukowe Uniwersytetu im. Adama Mickiewicza w Poznaniu, *Przekształcenie w spółkę handlową – pytanie o koncepcję prawną przekształcenia* (w:) *Societates et obligationes – tradycja, współczesność, przyszłość. Księga jubileuszowa Profesora Jacka Napierały*, [Societates et obligationes – tradition, present, future. A jubilee book in honour of Professor Jacek Napierała], ed. A. Olejniczak, T. Sójka, Poznań 2018, Wydawnictwo Naukowe Uniwersytetu im. Adama Mickiewicza w Poznaniu. The observations therein include an analysis of the assumptions and effects of the transformation: of a cooperative into a commercial company, mutual insurance or mutual reinsurance society into a joint stock company, a civil-law partnership into a general partnership and another commercial partnership or company, a state-owned enterprise into a commercial company, a state bank into a bank in the form of a joint stock company, a single trader into a commercial partnership or company, and a local government budget establishment into a commercial company. The analysis was carried out taking into account the essential aspects of the transformation: external – formal (subjective) aspect, including an assessment of the identity of the rightholder in terms of its continued existence, and internal - substantive (objective) including an assessment of the identity of the substrate to ensure that the legal entity is the same in internal relations before conversion and after transformation. In the context of the internal aspect, I have taken into account an assessment from the point of view of identity continuity, meaning that both before and after the transformation the entity remains essentially the same – the same persons maintain the control on the activities being carried out; and the property continuity (in terms of assets and liabilities), designating the continuity of property *sensu largo*, which is the basis for the activity pursued before and after the transformation; it also means the continuity of the company in the objective sense, which does not preclude changes in the asset structure. Considering these examples of transformations, it can be concluded that, in most cases, the Act does not expressly regulate the construct on which it is based. Consequently, it seems appropriate to put forward the argument that it is necessary to distinguish both legal transformation *sensu stricto*, based on the principle of full continuation, which assumes the identity of the rightholder in an external and internal aspect, and transformation *sensu largo* involving other cases of transformations which are not fully subject to this principle, including elements of continuation and succession, and cases where the term "transformation" is used for precedence expressing the principle of succession.

However, the most recent field of my scientific interest is the legal structure of corporate entities. To a certain extent, it is a reference to the studies conducted so far concerning commercial companies, to a significant extent extended to other structures defined as corporate entities. The culmination of this research is the monograph entitled „*Korporacja. Elementy konstrukcji prawnej*” [Corporate entity. Elements of legal structure], Wolters Kluwer, Warszawa 2019, pp. 389). The monograph contains a dogmatic analysis of the structural elements of each private-law corporate entity which provides the basis for the existence and functioning of each structure in this category. At the same time, despite the fact that each corporate entity has the same elements defining its legal structure, the observations in the monograph show a significant differentiation within that group. The purpose of the monograph was, on the one hand, to demonstrate the uniformity of the organisations operating as corporate entities in terms of the elements in their legal structure. On the other hand, its purpose was to draw attention to the differences that occur within that group of units and thus to classify them according to the manner in which various elements constituting their structure were shaped. The observations presented in the work result from the research on a group of corporate entities covering, in particular, all commercial companies and partnerships: general partnership, limited partnership, partnership limited by shares, limited liability company and joint stock company, and civil-law partnerships, cooperatives, mutual insurance societies, associations, chambers of commerce, employers' organisations and political parties. They also contain references to the European economic interest grouping, European company and the European cooperative society. Some of them are categories of fixed, uniform ("classical") structures, such as companies, cooperatives, associations, while others, in particular mutual insurance societies, European cooperative societies, combine features of various of those mentioned corporate entities.

To conduct the indicated analyses and presenting the synthesis of their results required, first and foremost, the formulation of the very concept of a corporate entity. It was characterized in the monograph both as an organizational unit and as a legal relationship that is the basis of its existence. Corporate entities are most often also legal entities, but this is not a necessary feature to qualify a specific structure to the category of corporate entities. In this respect, corporate entities may include those that are legal persons, those that are organizational units without legal personality and those equipped with legal capacity (referred to, among others, as entities with limited corporate status, statutory entities, statutory persons), as well as those that do not have legal personality. From this point of view, the structure of a corporate entity with legal personality can be expanded due to the option of establishing internal structures provided for some of them (associations, chambers of commerce, trade unions) in the form of local organizational units also equipped with legal personality, which consequently leads to the phenomenon of "double legal personality". The examination of the legal relationship of a corporate entity leads to the conclusion that the entity is a legal relationship of a civil-law character, based on the principle of equal footing, both in the relationship between the corporate entity and its members and in the relations between members of the corporate entity, and a



complex, permanent, obligation-related and organizational (corporate), subjective and contractual character. Each corporate entity is established on the basis of an incorporation contract with a specific, creative and largely subject-forming nature, having the nature of a multilateral agreement, both in terms of its subjective structure and the formation of main *essentialia negotii*. It causes the obligation of members to cooperate for the accomplishment of a specific goal, which means that in fulfilling this obligation, everyone acts side by side, in parallel, when exercising their rights and obligations, while it lacks an element of balancing or reconciling opposing interests of the parties. Each corporate entity is also a permanent union of entities united in the pursuit of a common goal, while the research shows that one can distinguish those in which the necessary condition for their existence is the membership of a numerically defined minimum number of members and those in which the provisions do not set such minimum. From this point of view, it is also possible to distinguish special, legally prescribed, cases of single-person corporate entities, and even point to the unique concept of a corporate entity deprived of members. One of the basic features of each corporate entity is voluntariness expressed in its voluntary existence – the establishment and dissolution, voluntary shaping of the principles of its organization and operation, and voluntary membership as well. The factor that links cooperation within a corporate entity is the pursuit of achieving a common goal (*affectio corporationis*), depending on which it is possible to distinguish corporate entities with commercial, non-profit and non-business goals. The first category meets the criteria for considering the entity an entrepreneurs, while the other ones are essentially of a non-profit nature and may be classified as a non-profit group or not-for-profit group. Such shaping of goals forms also the basis for distinguishing for-profit and non-profit corporate entities.

The primary role in the scope of elements determining the legal structure of a corporate entity is played by membership, which expresses the membership of a specific person in the organisational structure of the corporate entity. The term also means a legal relationship and subjective right. Although it is a distinguishing feature of corporate structures, both its subjective configuration, its relationship with a separate formalised fund (capital) and its content have been shaped in a differentiated way, which gives rise to distinguishing membership based on capital participation, purely personal membership and membership combining the personal aspect with the participation in the corporate entity's equity.

The second important element, which enables cooperation within a corporate entity being an organisational unit and binding together the activities undertaken within the corporate entity in order to achieve the assumed goal, is its organisation and rules of operation. A fundamental role in this aspect is played by the definition of the principles of running the affairs (managing the business) of the corporate entity, internal audit and supervision, and the principles of participation by members in adopting resolutions creating the will of the corporate entity. The analysis of the organisation and operation of a corporate entity also requires attention to the instruments of external supervision

exercised primarily by courts (direct supervision), while in relation to the group of non-profit corporate entities - also by administrative bodies (indirect supervision).

Another element of a corporate entity's legal structure identified in the paper is its assets necessary to achieve the purpose for which the entity was established. An important feature of a corporate entity is the obligation on the part of its members to furnish it with assets, in particular the obligation to make contributions, provide shares or pay membership fees. It is therefore appropriate to distinguish in the asset structure of such an organisation a fund covered by the payments made by its members. Moreover, from the point of view of the relationship between the assets and activity of a corporate entity, one can distinguish between corporate entities which are self-financing entities and those whose assets are financed to a large extent from external sources. Apart from assets, the element that is essential for the proper functioning of a corporate entity is personal rights and those of a personal-and-property nature. The analysis of the structure of corporate entity's assets in connection with the assumptions concerning the legal relationship of membership leads to distinguishing of those which are of a share nature, in which participation is related to participation in a formalised fund, within which capital-based corporations may be distinguished, as well as non-capital ones in which there is no dependence of membership on participation in such a fund (capital) of the corporation.

An important element delineating the construct of corporate entity as a certain organisation and a participant in legal transactions is to define the principles of civil liability applicable to it. In this respect, one can distinguish property-related liability and organisational liability. In terms of property liability, the essential role is played by the definition of rules of liability for the obligations of the corporate entity which can only be borne by the corporate entity as a legal entity or may also be borne by members, or solely by members of such corporate entity. Furthermore, the liability for damage or compensation in corporate entity's internal relations, borne by its members or officers, is also important. The organisational aspect of the legal relationship of corporate entity is reflected in its rules of organisational liability, which are of non-property nature, and the sanctions resulting therefrom are expressed in shaping a legal relationship with its member or a member of the governing bodies.

In total, my achievements after habilitation include 71 publications: 2 monographs (including one is a supplemented and extended 3rd edition), 11 scientific articles (6 in journals, 5 in collective works), 57 chapters in co-authored scientific studies (including 3 in co-authorship), of which 27 chapters are included in the subsequent editions of studies issued during the period, 1 book review and 7 legal opinions published on the websites of the National Council of Legal Advisors.

#### **IV. Participation in scientific conferences**

Before being granted the degree of habilitated doctor, I participated in 15 scientific conferences, at two of which I delivered the following papers. These include:

- 1) 2nd Polish Nationwide Convention of Departments of Commercial Law, organised by the Department of Economic and Commercial Law of UMCS, *"Current problems of commercial law in the period of socio-economic transformation"* Kazimierz Dolny, 1-2 June 1999;
- 2) Scientific conference *"Company as a basic legal form for business enterprises"*, Szklarska Poręba, 25/27 June 2000;
- 3) 3rd Nationwide Convention of Employees of University Departments of Commercial Law, Kraków, 4-6 June 2001;
- 4) 5th Polish Nationwide Convention of Departments of Commercial Law *"The Commercial Companies Code after five years"*, Wrocław 26-28 September 2005;
- 5) 2nd Polish Nationwide Convention of Civil Law Professionals *"Europeanisation of the private law"*, Katowice-Wisła, 28-30 September 2006;
- 6) 7th Polish Nationwide Convention of Departments of Commercial Law *"Commercial law five years after the Polish accession to the EU. 75 years of the Commercial Code"*, Łódź 23 – 26 September 2009;
- 7) Scientific conference *"Rights, obligations and liability of shareholders/partners and governing bodies of commercial companies/partnerships"*, Warsaw, 29 June 2010 (paper entitled *"Limited liability of partners for obligations in commercial partnerships"*);
- 8) Scientific conference *"Current problems of law of obligations in Poland"*, Warsaw, 25 November 2010 (paper entitled *"the legal relationship of representation between selected obligation contracts"*);
- 9) Seminar on Professor Stefan Buczkowski and his scientific achievements, Lublin, UMCS 17 May 2011;
- 10) 58th Polish Nationwide Convention of Departments of Commercial Law *"Institutions of commercial law in the future Civil Code"*, Białowieża 21-24 September 2011;
- 11) Scientific conference *"The system of registration of enterprises in Poland against the comparative background - experiences and prospects"*, Lublin, KUL, 19 April 2012,
- 12) 2nd Forum of the Law on Companies *"On the need of change in the regulation of partnerships"*, Łódź, 18 May 2012;
- 13) Scientific conference *"Jerzy Ignatowicz – a scholar and judge (1914 – 1997)"*, Lublin UMCS 29 November 2012;
- 14) Scientific conference *"Basic constructs and development trends of the law of cooperatives"*, Lublin, KUL 25 April 2013;
- 15) 3rd Forum on the Law of Companies, *"The centenary of birth of Professor Adam Szpunar"*, Łódź 17 May 2013.

Having been granted the degree of habilitated doctor, I participated in over 20 scientific conferences including two, at which I presented my papers. These include:

- 1) 9th Polish Nationwide Convention of departments of Commercial Law *"Effect of Europeanization of law on institutions of commercial law"*, Sopot 26-29 September 2013

- 2) Conference of the Office of Competition and Consumer Protection and the Maria Curie Skłodowska University *"More effective protection of competition – proposed changes in the law"*, Lublin 10 October 2013;
- 3) Scientific conference *"State Treasury and business activity"*, Lublin 24 October 2013;
- 4) Scientific conference *"Companies with State Treasury membership and the State Treasury"*, Lublin 3-4 April 2014 (I moderated one of the panels),
- 5) 4th Forum of the Law of Companies *"Resolutions in commercial companies"*, Łódź 16 May 2014;
- 6) Scientific conference *"principles of law in the branch structure of law"*, Lublin 12 June 2014 (paper entitled *"The essence of the principle of mercantile integrity"*);
- 7) Scientific conference *"Dilemmas of coherence of the Code of Commercial Companies with the Civil Code and the Family and Guardianship Code"*, Warsaw, 23 September 2014;
- 8) Scientific conference *"Problems of law application. Theoretical and dogmatic perspective"*, Lublin 27 October 2014 (I chaired one of the panels),
- 9) Scientific conference *"Civil law – law-making, application and interpretation"*, Lublin, 20-21 November 2014
- 10) Scientific conference *"Commercial law 25 years after the socio-political transformation. Experiences and perspectives"*, Lublin 21-22 November 2014 (I spoke on behalf of the Department of Economic and Commercial Law);
- 11) Scientific conference *"80 years of codification of the Polish commercial law"*, Warsaw 28 November 2014
- 12) Scientific conference *"General reference clauses in the legal system - a systemic and comparative perspective"*, Lublin, 14 May 2015 (a paper entitled: *Rules of social conduct and good practices in the commercial companies law*).
- 13) 5th Forum of the Law of Companies *"Minority rights in commercial companies"*, Łódź 15 May 2015;
- 14) 10th Polish Nationwide Convention of Departments of Commercial Law *"Reformatory trends in commercial law"*, Rzeszów 24-25 September 2015,
- 15) 6th Forum of the Law of Companies *"Securities issued by commercial companies"*, Łódź 20 May 2016,
- 16) Scientific conference *"State Treasury companies on the market of securities"*, Warsaw, 6 October 2016;
- 17) 6th Polish Nationwide Convention of Civil Law Professionals *"Law of Contracts"*, Międzyzdroje, 21-23 September 2016,
- 18) Scientific conference *„Simple joint-stock company: on the necessity and consequences of introducing the simple joint-stock company to the Polish law of companies"*, Warsaw 23 February 2018.

- 19) Scientific conference *"Securities for liabilities – in the 20th anniversary of reinstatement of the institution of registered pledge"*, Lublin 11 May 2017 (I was the moderator of one of the sessions)
- 20) 7th Forum of the Law of Companies *"Protection of creditors in commercial companies"*, Łódź 19 May 2017;
- 21) 11th Polish Nationwide Convention of Departments of Commercial Law *"In pursuit of the optimum model of the structure of a commercial company – effectiveness of management and supervision"*, Warsaw 21-22 September 2017
- 22) Scientific conference *"The obligation of employee's loyalty to the employer"*, Lublin 23 April 2018;
- 23) 8th Forum of the Law of Companies *"Reform of the Commercial Companies Code – a systemic change or author's drafts?"*, Łódź 18 May 2018
- 24) 7th Polish Nationwide Convention of Civil Law Professionals *"Contemporary problems of civil law – aiology, constructs, protected interests"*, Kraków 24-25 September 2018

## **V. Expert opinions and other studies developed at the request of public institutions or undertakings and the participation in expert teams and competition teams:**

### **1. Expert opinions and other studies developed at the request of public institutions or undertakings**

Before being granted the degree of habilitated doctor I drew up the following legal opinions:

1. Legal opinion of 12 April 2011 on the draft amendment to the Act - Commercial Companies Code, developed by the Civil Law Codification Committee at the Minister of Justice, which assumed a fundamental reform of the equity structure of limited liability company (co-authored with Professor A. Kidyba), drawn up for the National Council of Legal Advisors – Centre for Research, Studies and Legislation

2. Legal opinion of 30 May 2011 on the MP proposal for a draft law amending the law – Commercial Companies Code, providing for a change in the prosecution of a crime of acting to the detriment of a company (article 585 of the Commercial Companies Code), drawn up for the National Council of Legal Advisors – Centre for Research, Studies and Legislation

3. Legal opinion of 18 January 2013 on the MP proposal for a draft law amending the law – Commercial Companies Code, providing for a reduction of the minimum share capital to the amount of 1 zloty, drawn up for the National Council of Legal Advisors – Centre for Research, Studies and Legislation

After being granted the degree of habilitated doctor, I drew up the following legal opinions:

1. Legal opinion of 16 August 2013 on the draft guidelines for the draft law amending the law - Commercial Companies Code and certain other laws with regulatory text, sent with the letter dated 17 July 2013 DPrC-III-431-18/13, concerning changes to the capital structure of limited liability company, as well as the admissibility of the creation of general and limited partnerships and the operation of companies by means of a computerised system, drawn up for the National Council of Legal Advisors – Centre for Research, Studies and Legislation.

2. Legal opinion of 10 May 2014 concerning the proposal for a directive of the European Parliament and of the Council on single-member private limited liability companies; drawn up for the National Council of Legal Advisors – Centre for Research, Studies and Legislation.

3. Legal opinion of 25 August 2014 on the guidelines for the draft law amending the Law on the National Court Register and certain other acts, sent by letter dated 29 July 2014, DPrC-III-4392-2/13/75 140729-01150, concerning the shaping of the compulsory proceedings, the procedure for eliminating "inactive entities" from the register and changes in the powers of administrator (article 42 of the Civil Code); drawn up for the National Council of Legal Advisors – Centre for Research, Studies and Legislation.

4. Legal opinion of 17 September 2014 containing the position on the draft law amending the Act – Commercial Companies Code and certain other acts sent by letter dated 13 August 2014, DPrC-III-431-18/13/147 140813-00371, drawn up for the National Council of Legal Advisors – Centre for Research, Studies and Legislation.

5. Legal opinion of 2 March 2015 concerning the draft of 17 February 2015 of the Act amending the Act - the Commercial Companies Code, providing for the fundamental reform of the equity structure of the limited liability company, and certain other laws sent by letter dated 17 February 2015, DL-431-1/15 150217-01206, drawn up for the National Council of Legal Advisors – Centre for Research, Studies and Legislation.

6. Legal opinion of 2 December 2016 on the proposal of 26 October 2016 for the Act amending the Act on the National Court Register and certain other acts sent by letter of 2 November 2016, DL-VIII-4392-4/15/157; drawn up for the National Council of Legal Advisors – Centre for Research, Studies and Legislation.

7. Opinion of 10 June 2018. On the proposal of 15 May 2018 of the Law amending the Act - Commercial Companies Code, which proposes the introduction of a new type of company called "Simple joint-stock company" (PSA); drawn up for the National Council of Legal Advisors – Centre for Research, Studies and Legislation.

## **2. Participation in expert and competition teams**

Since 2011 I have worked as an expert at the Centre for Research, Studies and Legislation of the National Chamber of Legal Advisors

## **VI. Teaching activity**

### **1. Lectures and seminars conducted and being conducted**

As part of my teaching activity, after obtaining the degree of habilitated doctor, I have conducted lectures in the following subjects: Commercial law for students of the fourth year of intramural law students (together with A. Kidyba) Entrepreneur Law for students of third year of legal and business studies (intramural and extramural), Contract law for students of third year of legal and business studies (intramural and extramural), Advertising law for II-V year year students of law (intramural), advertising law for 1st and 2nd year students of intramural second-cycle administration studies, Commercial agency for I-III year of legal and business studies (intramural), Competition law for I-III year of legal and business studies (intramural), Commercial law in managerial practice for 1st year students of the law and managerial studies (intramural).

I also lectured in the following subjects: Competition law for students of the 4th and 5th year of intramural law studies, Commercial law for first-year students of law and managerial studies, (intramural), Commercial contracts for second-year students of law and managerial studies (intramural).

I have also conducted master's seminars for students of the fourth and fifth year of intramural law studies, for students of the fourth and fifth year of extramural law studies, for students of the first and second year of law and management, intramural studies, and a diploma seminar for students of the second and third year of law and business, intramural studies,

I also conducted seminars: for students of the II-III year of intramural first-cycle administration, for students of the I-II year of intramural second-cycle administration, for students of the I-II year of extramural second-cycle administration studies, for students of the 1st-2nd year of internal security studies (intramural) second-cycle, for students of the 1st-2nd year of internal security studies (extramural) second-cycle.

I am a supervisor of 177 master's theses and 50 BA theses.

### **2. Participation in developing education curricula**

In the academic year 2013/2014, as a member of the Curricula Team, I actively participated in the development of the curriculum for the first-cycle legal and business studies and in the drawing up of the application for its launch. This course was launched on 1 October 2014.

In the academic year 2014/2015 - as a member of the Curricula Team - I actively participated in the development of the curriculum for the second-cycle legal and managerial studies and in the drawing up of the application for its launch. This course was launched on 01 October 2015.

In 2016/2017, as a member of the Curricula Team, I participated in the development of modifications in the legal and managerial studies curriculum.

### **3. Co-authorship of a textbook**

I am a co-author of the textbook: A. Kidyba, K. Kopaczyńska-Pieczniak, P. Bryłowski, *Prawo spółek handlowych*, [Law of commercial companies] ed. A. Kidyba, Zakamycze, Kraków 2004 (1st edition), Wolters Kluwer, Warszawa 2010 (2nd edition), academic series

## **VII. Achievements in terms of scholarly supervision and education of young scholars**

### **A. Supervisor in doctoral programme procedure concluded with granting the doctoral degree**

I was the supervisor in one doctoral programme procedure concluded with granting the doctoral degree by the Council of the Faculty of Law and Administration of UMCS:

Dr Joanna Wiak, dissertation entitled "*Status prawny finansującego jako strony umowy leasingu według kodeksu cywilnego*" [Legal status of the financing party as a party to the lease contract under Civil Code]; the public defence was held on 5 June 2018

### **B. Supervisor in a doctoral programme procedure in progress:**

I am the supervisor in one doctoral programme procedure in progress:

Mgr Grzegorz Siedlecki, subject of the doctoral dissertation: „*Umorzenie automatyczne udziałów i akcji w spółkach kapitałowych*” [Automatic redemption of shares in companies]

### **C. Reviewer in doctoral programme procedures concluded with granting the doctoral degree**

I was a reviewer in four doctoral award procedures concluded with granting the doctor in laws degree:

1. Dr Wiesław Błaszczuk; doctoral thesis entitled. „*Status prawny i zasady działania bankowego biura informacji kredytowej*” [Legal status and rules of operation of the banking office of credit information BIK]; the public defence was held on 11 March 2014 (Maria Curie Skłodowska University of Lublin)



2. Dr Ewa Maleszyk; doctoral thesis entitled „*Udział kapitałowy w spółce jawnej*” [Equity share in general partnership]; the public defence was held on 7 October 2014 (Maria Curie Skłodowska University of Lublin)
3. Dr Renata Tanajewska; doctoral thesis entitled „*Charakter prawny zarządu w spółce akcyjnej*” [Legal nature of administration in joint stock company]; the public defence was held on 28 April 2016 r. (University of Białystok)
4. Dr Olga Sachanbińska; doctoral thesis entitled *Cywilnoprawna odpowiedzialność członków zarządu spółki kapitałowej a należyta staranność w prowadzeniu spraw spółki* [Civil-law liability of members of the management board of a company and due diligence in running the company affairs]; the public defence was held on 16 May 2016 (Jagiellonian University)

#### **B. Supervisor in doctoral programme procedures in progress:**

B. Supervisor in doctoral programme procedures in progress:

1. Mgr Angelika Kozyra; doctoral thesis entitled *Obrona spółek publicznych przed wrogim przejęciem* [Protection of public companies from hostile takeover] (Jagiellonian University)
2. Mgr Radosław Potok; doctoral thesis entitled *Wykorzystywanie informacji poufnych w grze giełdowej* [Use of confidential information in stock market trading] (Jagiellonian University)
3. Mgr Piotr Burczaniuk; doctoral thesis entitled „*Aspekty normatywne kreacji prawa gospodarczego*” [Normative aspects of the creation of economic law] (Cardinal Stefan Wyszyński University in Warsaw)

#### **E. Reviewer in habilitation proceedings:**

I was a reviewer in three habilitation procedures concluded with granting the degree of habilitated doctor in laws:

1. Dr hab. Marta Litwińska-Werner (University of Warsaw)
2. Dr hab. Dominika Opalska (University of Warsaw)
3. Dr hab. Grzegorz Kozieł (Maria Curie Skłodowska University of Lublin)

#### **VIII. Information on chairing research teams which carry out projects funded as part of Polish and foreign competitions.**

Having been granted the degree of habilitated doctor, I was the main contractor and, in this capacity, I led, on the UMCS' part, the research project "Wkłady niepieniężne do spółek handlowych" [Non-pecuniary contributions to commercial companies] (no. 2013/11/B/HS5/3835) implemented by the consortium of the University of Łódź and the Maria Curie Skłodowska University of Lublin. The

consortium leader was the University of Łódź and the head of the project was prof. dr hab. U. Promińska.

The project was carried out from November 2014 through March 2017.

The project was funded from the National Science Centre (NCN) as part of the OPUS 6 competition.

As part of the project, I published a paper, entitled *Przeniesienie własności nieruchomości tytułem wkładu na handlową spółkę osobową* [Transfer of ownership of real estate as a contribution to a commercial partnership], Monitor Prawa Handlowego 2015 no. 3. The result of the research as part of the project was the publication "Wkłady niepieniężne do spółek handlowych" [Non-pecuniary contributions to commercial companies], ed. U. Promińska, Warszawa 2017

#### **IX. Information on scholarships, including abroad:**

Having been granted the degree of habilitated doctor, I underwent a scholarship from 16 November to 15 December 2018 (with break from 22 to 27 November) at the Law Faculty of the Gottfried Wilhelm Leibniz University in Hannover (Germany), supervised by Prof. Dr. jur. Bernd Oppermann, LL.M. (UCLA).

I also had a scholarship in Poland in July 2019 at the Faculty of Law and Administration of the Cardinal Stefan Wyszyński University in Warsaw.

#### **X. Organisational functions in higher education**

During my work at the Faculty of Law and Administration, I played numerous organisational roles. These include different sorts of activities.

In 1992, I participated as a secretary, and then in 2002 as a member of the Commission, in the admission exams for candidates for legal and administrative studies.

Since 2002, I have been an officer for public procurement in the Faculty of Law and Administration, participating in the organisation of public procurement between in the years 2002/2003 and 2006/2007.

In the period 2009 – 2012 I was a member of the Education Quality Team of the Faculty of Law and Administration of UMCS.

In 2013, I was a member of the Commission of the Faculty of Law and Administration of UMCS for the parametric evaluation of the Faculty of Law and Administration for the years 2009 – 2012.

Between 2005 – 2008, 2008 – 2012 I was, and since 1 September 2016 I have been a member of the Teaching Commission of the Faculty of Law and Administration of UMCS.

From 1 September 2013 till 31 August 2015, I was the Director of the Institute of Civil Law at the Faculty of Law and Administration of UMCS.

Since 1 September 2015, I have been the Director of the Institute of Civil Law at the Faculty of Law and Administration of UMCS.

Since 1 May 2018, I have been the head of the Department of Economic and Commercial Law at the Faculty of Law and Administration of UMCS.

## **XI. Science popularization activity**

Regarding activities to popularize science, my activity mainly involves lecturing.

In the years 2003-2009 – I lectured on business activity and commercial companies law as part of training for candidates for members of supervisory boards of companies with State Treasury shareholding.

In the periods 2005-2009 and 2013-2015 I lectured on commercial law and commercial contracts at UMCS Postgraduate Studies in Commercial and Commercial Law (6 editions)

In the years 2011-2013, I lectured on civil law and commercial law at the UMCS Postgraduate Public Procurement Studies.

In 2012-2015, I lectured on competition law at UMCS Postgraduate Studies as part of the project "Educating academic staff for the role of lecturers on the subject of intellectual property protection" (3 editions);

In 2013, I conducted classes on the basics of business law and company law as part of the training "Preparation for the European Business Competence\* Licence EBC\*L" as part of the project "A method for business. "Improving the competencies of micro-enterprises in the health care sector" implemented by the Lublin Development Foundation.

In the years 2008-2017, I lectured for notarial trainees of the 3rd and 4th year at the Lublin Chamber of Notaries, in particular on the following subjects: "Contributions in kind in commercial companies", "Unacceptable clauses", "Unnamed contracts", "Transforming an entrepreneur who is a natural person into a commercial company", "Commercial companies created using a standard agreement made available in the ICT system", "Associations and foundations", "General partnership – selected issues", "Limited partnership – selected issues", "Joint-stock company - selected issues".

In addition, my activities to promote science are expressed in publications. This includes an article entitled "*Gra na przetrzymanie, czyli czy obowiązuje wola mniejszości*" [The game of chicken, or does the will of the majority decide?] (co-authored with A. Kidyba), *Rzeczpospolita* no. 231 of 3 October 2013

## **XII. Information on awards and distinctions for scientific or didactic achievements**

In 2004, I was granted an individual 3rd degree Award of the Rector of UMCS for outstanding work.

In 2014, I was granted an individual 2nd degree Award of the Rector of UMCS for outstanding work for the University;

In 2015, I was granted an individual 3rd degree Award of the Rector of UMCS for outstanding work for the University.

Венерушка Реуилен