# **AGREEMENT**

**on the use of a private car for business purposes**

concluded on ......................... in Lublin between the Maria Curie-Skłodowska University
in Lublin, Pl. M. Curie-Skłodowskiej 5, 20-031 Lublin, Tax Identification Number: 712-010-36-92, National Business Registry Number: 000001353,

represented by:

1. ………….. Rector/relevant Vice-Rector/Chancellor/Dean of the Faculty/ Institute Director,

with the countersignature of the Bursar of the Maria Curie-Skłodowska University, hereinafter referred to as the “Employer”,

and

………………………………… residing in ………….. street ……………….……..,

hereinafter referred to as the “Employee”,

both referred to as “*Parties*”.

**§ 1**

The Employee declares that:

* is the user of a passenger car of the make ………….., of registration number ………….., with the engine cubic capacity of ………….. cm3,
* has the relevant entitlements to drive vehicles as required by generally applicable laws, in particular the provisions of the *Traffic Law Act* of 20 June 1997(Journal of Laws of 2020, item 110, as amended) and the Act of 5 January 2011 *on drivers* (Journal of Laws of 2020, item 1268, as amended),
* has valid medical examinations referred to in the regulations commonly in force, in particular the content of the Act of 26 June 1974 *Labour Code* (Journal of Laws of 2020, item 1320, as amended) and the Regulation of the Minister of Health of 29 August 2019
*on medical examinations of persons applying for driving licenses and drivers* (Journal of Laws of 2020, item 2213, as amended),
* will use the above mentioned car for business purposes during the term of the agreement.

**§ 2**

1. The Employer agrees that the Employee may use their private car for business purposes for long-distance journeys.
2. The Employer agrees to reimburse the costs incurred by the Employee for the use of the private car referred to in § 1 above for business purposes for long-distance journeys, in the amount resulting from the mileage records kept by the Employee
according to the scheme provided to them by the Employer, at the rate resulting from the Regulation No. 11/2021 of the Rector of the Maria Curie-Skłodowska University of 10 February 2021 *on the principles of using a private car for business purposes*.

**§ 3**

1. The Employer agrees to reimburse the costs referred to in § 2 above within 14 days from the date of presentation by the Employee of a business trip (delegation) and a written settlement of the costs of using a private car for business purposes in the book of records of mileage
and vehicle operating costs.
2. The reimbursement of the costs referred to in § 2 above shall constitute full compensation to which the Employee is entitiled for the use of a private car for business purposes.
3. The requirement for the use of a private car for business puporses not owned by the Employer is its technical efficiency, possession of compulsory general liability insurance and a current technical inspection.
4. The Parties agree that the Employee shall not make any claim against the Employer in the event of damage to or theft of a private car while using it for business purposes.

 **§ 4**

1. This agreement shall be integrally related to the employment agreement between the Parties and shall expire on the date of termination of the Employee’s employment agreement.
2. The Agreement shall be terminated during the term of the employment agreement in the event that the Employee loses the relevant driving privileges referred to in § 2 above.
3. Either Party may terminate the agreement maintaining the two weeks’ notice period.

**§ 5**

In matters not regulated by the Agreement, the provisions of the Act of 23 April
1964 *Civil Code* (Journal of Laws of 2020, item 1740, as amended) and the regulation of the Minister of Labour and Social Policy of 29 January 2013 *on dues payable to an employee employed in a state or local government unit of the budgetary sphere for a business trip* (Journal of Laws of 2013, item 167, as amended) shall be applicable.

**§ 6**

1. Any amendment to the Agreement must be made in writing, otherwise such amendments shall be invalid.
2. This agreement has been drawn up in three identical copies, one copy for the Employee
and two copies for the Employer.

**EMPLOYEE: EMPLOYER:**