

**ORDINANCE**

**No 1/2022**

**of the Rector**

**of the Maria Curie-Skłodowska University in Lublin**

**of 5 January 2022**

***on the rights of a professor emeritus of the University***

Pursuant to Article 23 (1) of the Act of 20 July 2018 *The Law on Higher Education and Science* (i.e. Journal of Laws of 2021, item 478, as amended), in connection with § 88ª of the Statutes of the Maria Curie-Skłodowska University of 29 May 2019, **I order the following:**

## § 1

A person who was employed at the Maria Curie-Skłodowska University in Lublin (hereinafter referred to as the University) in the position of professor or university professor, and who has retired and is not an employee of the University, is entitled to the status of professor emeritus of the University.

## § 2

1. A professor emeritus of the University is entitled to:
	1. use of the library system and IT infrastructure on the conditions to which employees of the UMCS are entitled;
	2. affiliation of their own scientific publications at the UMCS;
	3. active participation in scientific conferences with the UMCS affiliation;
	4. admission to the UMCS Botanical Garden on the conditions to which UMCS employees are entitled;
	5. admission to events organised in the Academic Centre for Culture and Media of the UMCS ”Chatka Żaka” on the conditions to which UMCS employees are entitled;
	6. use of the rooms in the University’s facilities with the consent of the relevant institute’s director or the dean of the faculty or the head of a university-wide organisational unit.
2. The exercise of the power indicated in subsection 1 item 3 related to the financial expenditure of the University shall require the approval of the Vice-Rector for Research.

## § 3

The condition enabling the exercise of the rights of a professor emeritus of the University referred to in § 2 of this Ordinance is the conclusion of an agreement on the provision of voluntary services to the University. A model agreement is annexed to this Ordinance.

## § 4

The director of an institute, the dean of a faculty or the head of a university-wide organisational unit may confer additional rights in the unit they direct on a professor emeritus of the UMCS, which do not violate the provisions of generally applicable law and the internal regulations of the University.

## § 5

Ordinance No. 40/2018 of the Rector of the Maria Curie-Skłodowska University in Lublin of 30 May 2018 *on the rights of a professor emeritus of the UMCS* shall be repealed*.*

## § 6

The Ordinance shall enter into force on the date of its singature.

# R E C T O R

prof. dr hab. Radosław Dobrowolski

Annex to the Ordinance No. 1/2022 of 5 January 2022

# AGREEMENT

**ON THE PROVISION OF VOLUNTARY SERVICES TO THE MARIA CURIE-SKŁODOWSKA UNIVERSITY IN LUBLIN**

concluded on between

**the Maria Curie-Skłodowska University in Lublin**, pl. Marii Curie - Skłodowskiej 5,

20 - 031 Lublin, Tax Identifiaction Number: 712 010 36 92, National Business Registry Number: 000001353, represented by

### … .. - Rector

*hereinafter referred to as* ***Beneficiary,***

and

**Ms./Mr.**………………………………….. residing ……………….…… ul. ………………… ID card no. …………………………………………… *hereinafter referred to as* ***Volunteer****.*

both as ***Parties.***

*The Beneficiary declares that they are an entity for the benefit of whom services may be provided by Volunteers, in accordance with Article 4 (1) (14) and Article 42 (l) (3) of the Act of 24 April 2003 on Public Benefit and Volunteer Work (i.e. Journal of Laws of 2020, item 1057, as amended),*

*The Volunteer declares that they are qualified to meet the requirements appropriate for the type and scope of services entrusted under this Agreement.*

### § 1

1. The Beneficiary entrusts the Volunteer, and the Volunteer voluntarily undertakes to perform for the Beneficiary services in the area of suport for the Beneficiary’s educational organisation or scientific activities.
2. The tasks of the Volunteer include in particular:
	1. ………………………………………………………………………………………
	2. ………………………………………………………………………………………
	3. ………………………………………………………………………………………
	4. ………………………………………………………………………………………
	5. ………………………………………………………………………………………
3. The place of performance shall be the Maria Curie-Skłodowska University in Lublin or UMCS Branch Campus in Puławy.

### § 2

1. In connection with the performance of the services referred to in § 1, the Volunteer shall be entitled to the rights indicated in § 2 of Order No. 1/2022 of the Rector of the UMCS of 5 January 2022.
2. The director of an institute, the dean of a faculty or the head of a university-wide organisational unit may, within the scope of their jurisdiction in the unit they head, confer additional rights on a professor emeritus of the University, which do not violate the provisions of generally applicable law and the internal regulations of the Beneficiary. In such a case, an amendment to the agreement is not necessary.

### § 3

1. Within the framework of the legal relationship regulated by this Agreement, the Volunteer:
	1. performs their activities free of charge;
	2. is obliged to perform them personally.
2. The Volunteer may at any time demand that the Beneficiary issue a written certificate on the performance of services by the Volunteer. This certificate should contain information on the scope of the performed voluntary services.
3. At the Volunteer's request, the Beneficiary may submit a written opinion on the Volunteer's performance.
4. The Volunteer declares that the Beneficiary has informed them of their rights and obligations.

### § 4

1. The Beneficiary is obliged to:
	1. inform the Volunteer of the health and safety risks associated with the performance of services and of the principles of protection against hazards;
	2. provide the Volunteer, according to the rules applicable to employees as defined in separate regulations, with safe and hygienic conditions for the performance of services, including, depending on the type of services and the hazards associated with their performance, appropriate personal protective equipment;
	3. cover, according to the rules applicable to employees of the UMCS as defined in separate regulations, the necessary costs of business travel and per diem of the Volunteer.
2. The Volunteer may, in writing under pain of invalidity, exempt the Beneficiary in whole or in part from the obligations listed in paragraph 1 section 3.
3. The performance of services by the Volunteer which involves the disbursement of financial resources by the Beneficiary requires the prior written consent of the Beneficiary.

### § 5

The volunteer may not entrust another person to perform the services covered by this agreement.

### § 6

The Volunteer undertakes to keep confidential all information obtained in connection with the performance of services for the Beneficiary which constitutes the Beneficiary's secret.

### § 7

1. This agreement is concluded for an indefinite/specified period of time……………..
2. The Agreement may be terminated by either Party upon 7 days' notice. The termination of the Agreement must be in writing under pain of nullity.
3. The Agreement may be terminated by either Party without notice for valid reasons.
4. Valid reasons shall be considered in particular:
	1. gross violation of the rules of occupational health and safety;
	2. gross violation of the Work Regulations of the UMCS;
	3. lack of expediency in continuing the work on the tasks defined in § 1 subsection 1 of the Agreement.

### § 8

The Parties shall be liable for damage under the terms of the Civil Code.

### § 9

In matters not regulated by the provisions of the Act on Public Benefit and Volunteer Work or by this Agreement, the relevant provisions of the Civil Code shall apply.

### § 10

 Any amendments to the Agreement shall be made in writing, otherwise being null and void.

### § 11

Disputes arising from the application of the agreement shall be settled by the common court having jurisdiction over the registered office of the Beneficiary.

### § 12

The agreement is drawn up in two copies, one for each of the parties.

……………………………… ….……………………………..

Beneficiary Volunteer