

**GENERAL TERMS AND CONDITIONS OF THE EMPLOYEE SOCIAL BENEFITS
FUND
of the INSTITUTE OF PHYSICAL CHEMISTRY
of the POLISH ACADEMY OF SCIENCE**

**SECTION I
General Provisions**

§ 1

1. The General Terms and Conditions of the Employee Social Benefits Fund, hereinafter referred to as the GTC, were implemented pursuant to:
 - 1) Article 8, paragraph 2 of the Act dated 4th March, 1994 on the employee social benefits fund (unified text: Journal of Law of 2016 item 800 with subsequent amendments), hereinafter **the Act**.
 - 2) The Ordinance of the Minister of Labour and Social Policy dated 9th March, 2009 on the method of determining the average number of employees in order to calculate a deduction for the employee social benefits fund (Journal of Law of 2009, No. 43, item 349 with subsequent amendments).
 - 3) The Act of 23rd May, 1991 on trade unions (i.e. Journal of Law of 2015, item 1881 with subsequent amendments).
2. These GTC define the rules for allocating the resources of the Employee Social Benefits Fund, hereinafter referred to as the Fund, for particular purposes and types of social activities and the terms and conditions for making use of financial services and benefits from the Fund at the Institute of Physical Chemistry of the Polish Academy of Sciences (hereinafter referred to as the **Institute**).
3. The Fund is created from an annual basic deduction, calculated in relation to the average number of employees.

Management of the Fund's resources

§ 2

1. Fund resources are kept in a separate bank account.
2. The resources of the Fund are administered by the Director of the Institute, in accordance with the purpose set out in the Act and these GTC.
3. The Fund's resources may only be spent on the basis of an approved statement of revenue and expenditure for a given year. A specimen Statement constitutes **Appendix 1** to these GTC.
4. Any Fund resources not used in a given calendar year are transferred to the following year.
5. No expenses can be covered from the Fund that may not be financed by the Fund, nor can the Fund be charged with any liabilities over the amount of funds accumulated on the Fund's bank account.

SECTION II

Persons eligible to make use of the Fund

§ 3

1. The following may apply for benefits from the Fund (hereinafter: **Eligible Persons**):
 - 1) Institute staff employed full-time or part-time, including employees of the Institute on maternity, paternity or parental leave, as well as members of their families;

- 2) Retirement or disability pensioners - who were employees of the Institute immediately before retirement or disability and members of their families.
 - 3) family members of employees who died during employment,
 - 4) family members of deceased former employees on retirement or disability pensions,
2. The following are considered to be family members as referred to in paragraph 1, items 1-4:
 - 1) spouses;
 - 2) own children, children of a spouse, adopted or fostered children, if they are under 18 years of age, and if they are in education at college or school, until they finish school, but no longer than up to the age of 25;
 - 3) persons mentioned in item 2 incapable of independent existence or completely incapable of work - regardless of age, on condition of being part of the joint household of an employee or any other Eligible Person.
 3. A family member is part of the joint household of an Eligible Person if he/she meets **all** of the following conditions:
 - 1) he/she is entirely supported financially by the Eligible Person;
 - 2) he/she lives together with the Eligible Person;
 - 3) he/she meets his/her needs and interests together with the Eligible Person.
 4. In exceptional circumstances, failure to meet one or even two of the conditions specified in § 2 paragraph 3 items 1-3 does not exclude a person from being part of a joint household of an Eligible Person, this may, for example, apply in the following situations:
 - 1) serious illness and the need for a long stay of a family member in hospital;
 - 2) a child studying outside the place of residence;
 - 3) a child receiving a hardship scholarship or scholarship for academic performance.

Allocation of Fund resources

§ 4

1. The Fund's resources are allocated for subsidizing social services and benefits, in particular:
 - 1) various forms of vacation;
 - 2) financial and material assistance including a Christmas allowance for children up to 14 years old;
 - 3) cultural and educational activities;
 - 4) physical culture, recreation and tourism;
 - 5) support for housing purposes on the terms specified in an agreement concluded between the Institute and the applicant.

Social and Housing Committee

§ 5

1. In order to facilitate the granting of benefits from the Fund, the employer, in consultation with the trade unions, shall appoint a Social and Housing Committee as an advisory and consultative body and a representative of the interests of the entire staff, hereinafter referred to as the Committee.
2. The Committee shall consist of five people.

3. The activities of the Committee shall not be subject to a term of office, and it shall include two representatives of the trade unions and an employee of the Human Resources Department. In special cases, the Director of the Institute may dismiss a member of the Committee, appointing a new person in his/her place in agreement with the trade unions.
4. By 15th March of each year, the Committee shall prepare a draft statement of the Fund's revenue and expenditure for the year concerned, and then submit it to the Institute Director and the trade unions. The Director of the Institute, in consultation with the trade unions, shall, by 31st March, approve the final version of the statement drawn up by the Committee.
5. The Committee's responsibilities include giving an opinion on the compliance of the funds spent with the statement and ensuring the implementation of the statement in accordance with the provisions of the Act and these GTC.
6. The opinions of the Committee shall be delivered by a simple majority of votes.
7. The opinions of the Committee approved by the Director of the Institute constitute the basis for spending the Fund's resources.

Procedures for granting benefits

§ 6

1. The granting and the amount of the benefit from the Fund depend on the personal, material and family situation of the person eligible to make use of the Fund, wherein all three criteria are assessed jointly.
2. Persons applying for benefits from the Fund shall submit to the Committee a statement on the net income and the persons comprising the joint household. A specimen statement constitutes **Appendix 2** to these GTC.
3. In order to determine the material situation of the Eligible Persons, the average monthly net income per family member obtained over the last three full months preceding the submission of the application is assumed. For the purposes of the calculation, only members of the family eligible for social assistance in accordance with these GTC and constituting part of the joint household of the applicant are taken into account. The net income under these GTC should be understood as income **minus** social security, health and income tax contributions and **increased by** the amounts of any scholarships received and the amounts of any received (not only awarded) maintenance payments or other benefits received (e.g. material support for PhD students, 500+ child benefits).
4. The following income groups shall apply:

Income group	Average net income per family member in PLN
Group I	over 3,500.00
Group II	from 1,501.00 to 3,500.00
Group III	under 1,500.00

5. The Committee has the right to verify the accuracy of the data provided in the declarations and may request from the applicant documents confirming these data, including, among others: a certificate of an employee's income from another

workplace, a certificate of income of a spouse, child or other person entitled to make use of a family member's fund; a certificate of a child's attendance at school; a decision on the granting of a retirement pension, disability pension or benefit - pre-retirement benefits together with the most recent valorization decision, information on income and PIT tax settlements, etc., while complying with the principles of the Act on the Protection of Personal Data.

6. In the event of refusal to provide the required data to the Committee, the Committee may assume that the Eligible Person is in the first income group.
7. The following shall have priority in making use of the Fund's assistance:
 - 1) single parents and people with large families;
 - 2) persons whose spouse or children require, due to their state of health, specialist care and treatment.
8. Procedures related to the determination of the amount of benefits are carried out by the Social Committee; Procedures related to the payment of benefits from the Fund are carried out by the Chief Accountant's Department.
9. Any benefits received from the Fund on the basis of false data shall be reimbursed at the request of the Director of the Institute together with statutory interest accrued from the date of payment of the funds until the date of their return.

Appeals Procedure

§ 7

1. The Director of the Institute shall decide about the granting or refusal to grant of a benefit from the Fund by way of an appropriate decision, accepting or refusing to accept the recommendation of the Committee.
2. The decision shall be made within 14 days from the date of submission of the application by the Eligible Person, subject to benefits that are granted on certain dates during the year.
3. Payment of the awarded benefit shall take place within 7 days of the granting of the application, into the bank account of the Eligible Person.
4. The employee is entitled to apply for reconsideration of any decision on the granting of a benefit from the Fund to the Director of the Institute. A decision including a settlement other than that requested by the Eligible Person should contain a justification.
5. The conditions for the consideration of an appeal are:
 - 1) submission of the appeal within 7 days from the date of receipt of the Director's decision on granting or refusal to grant a benefit from the Fund; and
 - 2) indication of the specific provision of the GTC, which was violated together with a justification.
6. The Institute Director shall consider the appeal within 14 days. This deadline may be extended if the consideration of the application requires verification of information provided in the application in external institutions. In this case, the deadline for considering the appeal shall not exceed 28 days.
7. Any appeal which does not meet the conditions set out in paragraph 5 or is unacceptable for any other reasons shall be rejected by the Director of the Institute.
8. After considering the appeal, the Institute Director, in consultation with the trade unions, shall issue a final decision on the award of the benefit.

SECTION III

Employees' vacations

§ 8

1. Funding for vacations ("vacation subsidy") is granted to an employee using holiday leave of at least 14 calendar days.
2. Subsidies can be applied for once a year and applications are considered from February of each year.
3. To receive a subsidy the following shall be submitted:
 - 1) an application for a subsidy;
 - 2) a declaration of monthly net income per 1 family member (if not submitted within the last 3 months);
 - 3) a holiday card for at least 14 calendar days.
4. The amount of the subsidy depends on the employee's Income Group and amounts to:
 - 1) Group I – 250 PLN;
 - 2) Group II – 600 PLN;
 - 3) Group III - 800 PLN.
5. If it is determined that the employee has not actually used the 14-day holiday leave through his own fault, the subsidy for a given calendar year is subject to reimbursement.
6. A specimen Application for a Vacation Subsidy constitutes **Appendix 3** to these GTC.

Employees' children's vacations

§ 9

1. Employees' children up to the age of 18 shall be entitled to vacation subsidies.
2. Subsidies can be applied for once a year and applications are considered starting from February each year.
3. To receive a subsidy the following shall be submitted:
 - 1) an application for a subsidy;
 - 2) a declaration of monthly net income per 1 family member (if not submitted within the last 3 months);
 - 3) In the case of organized vacations and solely for the possibility of exemption from personal income tax, invoices or other documents of equivalent probative value together with a proof of payment containing the following information:
 - a) name and address of organizer;
 - b) description of the form of vacation;
 - c) name and surname of person going on vacation;
 - d) designation of person making payment;
 - e) date and amount payable.
4. The amount of funding depends on the employee's Income Group and amounts to:
 - 1) Group I – 200 PLN;
 - 2) Group II – 400 PLN;
 - 3) Group III - 600 PLN.
5. In the case of employees of the Institute who are married, only one of the spouses can apply for a children's vacation subsidy.
6. A specimen Application for a Vacation Subsidy constitutes **Appendix 3** to these GTC.

Vacations of persons with retirement or disability pensions

§ 10

1. Persons with retirement or disability pensions shall be entitled to subsidies for organized vacations.

2. Subsidies can be applied for once a year and the applications are considered starting from February each year.
3. To receive a subsidy the following shall be submitted:
 - 1) an application for a subsidy;
 - 2) a declaration of monthly net income per 1 family member (if not submitted within the last 3 months);
 - 3) invoices or other documents of equivalent probative value together with proof of payment containing the following information:
 - a) name and address of organizer;
 - b) description of the form of vacation;
 - c) name and surname of person going on vacation;
 - d) designation of person making payment;
 - e) date and amount payable;
4. The amount of the subsidy depends on the pensioner's Income Group and amounts to:
 - 1) Group I – 250 PLN;
 - 2) Group II – 600 PLN;
 - 3) Group III – 800 PLN.
5. A specimen Application for a Vacation Subsidy constitutes **Appendix 3** to these GTC.

Financial and material support

§ 11

1. Financial or material support in a non-returnable form may be granted to Eligible Persons in the event of:
 - 1) individual random events, natural disasters, long-term illness or the death of close relatives;
 - 2) particularly difficult personal, material or financial situations;
 - 3) increased expenditure on children under 14 years at Christmas ("Christmas Allowance");
 - 4) the birth of a child , as a one-off subsidy ("Layette Allowance")
2. Applications are considered at least once every quarter, and in case of random events, at any time.
3. A specimen Application for Non-returnable Support constitutes **Appendix 5** to these GTC.
4. In the case the birth of a child, a copy of the birth certificate should be attached together with the application for payment of support.
5. The amount of support indicated in § 11 paragraph 1 items 1 and 2 depends on the personal, material and financial situation of the applicant, with particular regard to the nature of the basis for the application.
6. The amount of support indicated in § 11 paragraph 1, item 3("Christmas Allowance") depends on the employee's Income Group and amounts to:
 - 1) Group I – 150 PLN;
 - 2) Group II – 200 PLN;
 - 3) Group III – 250 PLN.
7. The amount of support indicated in § 11 paragraph 1, item 4 ("Layette Allowance") depends on the employee's Income Group and amounts to:
 - 1) Group I – 200 PLN;
 - 2) Group II – 250 PLN;
 - 3) Group III – 300 PLN.

8. In the case where both spouses are employees of the Institute, the financial support indicated in § 11 paragraph 1 item 3 ("Christmas Allowance") and item 4 ("Layette Allowance") may only be granted for each child to one parent.

Subsidies for cultural and educational activities

§ 12

1. Subsidizing cultural and educational activities may take the form of, in particular, the purchase or refund of part or all of the costs of purchasing tickets, cards and entrance fees to cultural events.
2. The subsidy may be granted to each applicant not more often than once a quarter, in the amount of:
 - 1) Group I – 100 PLN;
 - 2) Group II – 130 PLN;
 - 3) Group III – 150 PLN;and the limit of any unused subsidy does not pass over to the next quarter.
3. The condition for receiving the subsidy is the submission of an application and (in the case of reimbursement) including with it a document confirming the expenditure for the cultural and educational purpose (ticket, invoice, proof of bank transfer with a clearly identifiable title of the transfer, etc.).
4. The granting of a subsidy for cultural and educational activities depends on the amount of funds allocated for this purpose and remaining at the disposal of the Institute.
5. A specimen of the Application constitutes **Appendix 4** to these GTC.

Subsidies for physical culture, recreation and tourism

§ 13

1. Subsidizing physical culture, recreation or tourism may take the form of, in particular, the purchase or refund of part or all of the costs of purchasing tickets, cards and entrance fees to sports events, season tickets and other entrance fees to sports facilities, tourist trips, etc.
2. The subsidy may be granted to each applicant not more often than once a quarter, in the amount of:
 - 1) Group I – 100 PLN;
 - 2) Group II – 130 PLN;
 - 3) Group III - 150 PLN.
3. The condition for receiving the subsidy is the submission of an application and (in the case of reimbursement) including with it a document confirming the expenditure for the physical culture, recreation or tourism purpose (ticket, invoice, proof of bank transfer with a clearly identifiable title of the transfer, etc.).
4. The granting of a subsidy for physical culture, recreation or tourism depends on the amount of funds allocated for this purpose and remaining at the disposal of the Institute.
5. A specimen of the Application constitutes **Appendix 4** to these GTC
6. Support in the field of physical culture can also take place through the group subsidizing of the hire of a sports facility (e.g. sports hall, playing field, swimming pool) on the basis of equal access for all those eligible to receive benefits from the Fund.
7. Support in the field of recreation and tourism can also take place through the subsidizing of group trips organized for all those eligible to receive benefits from the Fund.

SECTION IV
Support for housing purposes

§ 14

1. Support from the Fund for housing purposes shall only be granted in the form of a loan.
2. The amount of the loan granted shall depend on the Fund's financial capacity and the number of applications submitted in a given year.
3. The amount of interest on the loan is:
 - 1) Group I - 2%;
 - 2) Group II - 1%;
 - 3) III Group - 0%;and it shall be repaid together with the loan installments.

§ 15

1. The following loans are regarded as support for housing purposes:
 - 1) for the renovation, adaptation or modernization of existing flats, single-family houses or premises constituting a separate property - for which employees and pensioners may apply;
 - 2) for the construction or purchase of a house or flat – for which employees may apply.
2. A loan for the construction or renovation (adaptation, modernization) of holiday homes may not be granted from the Fund.
3. A specimen of the Application constitutes **Appendix 6** to these GTC.

§ 16

1. The conditions for obtaining a loan are as follows:
 - 1) The submission of an application for a loan together with the documentation indicated by the Committee, enabling the decision to grant such support to be made;
 - 2) The presentation of the guarantees of two employees of the Institute, where one employee cannot be a guarantor for more than two loans. If the borrower fails to repay the loan, the guarantors shall be jointly and severally liable for the repayment;
 - 3) The total repayment of any previous loan for housing purposes.
 - 4) In the case of married persons who have matrimonial co-ownership, the consent of the spouse for the incurring of the loan, expressed by the signature of the spouse on the agreement.

§ 17

The amount of the housing loan, the repayment terms, the interest rate and other important issues shall be determined by an Agreement concluded between the Institute and the Borrower, according to the specimen constituting **Appendix 7** to these GTC.

§ 18

1. Applications for loans for the renovation, adaptation or modernization of existing flats, single-family houses and premises constituting a separate property are considered twice a year: in April and in September.
2. The loan shall be granted for a maximum of 24 months.
3. In particularly justified cases and under conditions indicated additionally in the Loan Agreement, the loan may also be granted at times other than in the above-mentioned months.
4. In special cases, the granted loan may be paid out in installments.

§ 19

1. Applications for loans for the building or purchase of residential buildings and premises are considered on an ongoing basis as applications are submitted.
2. The loan shall be granted for a maximum of 36 months.
3. A loan may be granted to an employee who does not own his/her own home and is employed at the Institute as his/her primary place of work, once during the entire period of his/her employment.
4. In special cases, the granted loan may be paid out in installments.

§ 20

1. The repayment of the loan shall begin the month following the date of its payment (bank transfer).
2. Employees receiving loans agree to have the required installments for the repayment of the loan deducted from their salaries and any other benefits due from the employer resulting from the employment relationship.
3. Guarantors shall, in the Agreement, jointly and severally agree to have any debts due to the lender deducted from their salaries and any other benefits due from the employer resulting from the employment relationship. The guarantor's obligation to pay arises when the loan has not been repaid by the borrower for a period of two months.
4. In the event of the borrower's death, his or her heirs shall repay the loan.
5. Any unpaid loan becomes immediately payable in the event of termination of employment with an employee pursuant to Article 52 of the Labour Code or any other situations specified in the Loan Agreement.
6. In particularly justified cases, the repayment of the loan may be extended or suspended for a period specified in the agreement, however, for no longer than 2 years, or the amount of the unpaid loan may be cancelled in whole or in part.

SECTION V **Final provisions**

§ 21

1. Benefits paid from the Fund shall be reduced by taxes and social security contributions to the extent specified by the regulations in force on the day of payment, including primarily by the Act on Personal Income Tax.
2. If the Fund's resources are insufficient to finance the full range of social activities, the Institute Director may suspend or restrict the implementation of certain benefits.
3. At the end of the year, the Accounting Department shall provide the Committee and the trade unions with a consolidated statement of expenditure made from the Fund.
4. As of the date of entry into force of these GTC, any previous terms and conditions applicable to the subject matter shall cease to apply.
5. These GTC shall enter into force on 1st January, 2018.
6. In any matters not covered by these GTC, the generally applicable provisions shall apply.

In agreement:

INSTITUTE DIRECTOR

Prof. dr hab. Marcin Opałło

Warsaw

Appendix 1

to the General Terms and Conditions of the Employee Social Benefits Fund of the Institute of Physical Chemistry of the Polish Academy of Science.

SPECIMEN STATEMENT OF REVENUE AND EXPENDITURE

of the Employee Social and Housing Benefits Fund at the IPC PAS for 20.....

The expected Employee Social and Housing Benefits Fund at the Institute of Physical Chemistry of the Polish Academy of Sciences in 20..... is the amount of**PLN**.

This amount shall be divided into:

- I. The Employee Social Benefits Fund,
- II. The Employee Housing Benefits Fund

I. The Employee Social Benefits Fund (ESBF) in the amount of**PLN**, shall be divided into the following categories:

- | | |
|--|----------|
| 1) Vacations | PLN |
| 2) Financial and material support |PLN |
| 3) Others: | |
| - Christmas allowance for children up to 14 years of age |PLN |
| - cultural and educational activities |PLN |
| - physical culture, | PLN |
| - recreation and tourism, |PLN |
| 4) Reserve |PLN |

Total PLN

II The Employee Housing Benefits Fund (EHBF) in the amount of**PLN**

(Note! This amount takes into account income from repayments of housing loans granted in previous years) – shall be divided into:

- | | |
|-------------|-----------|
| Spring fund | PLN |
| Autumn fund |PLN |

Total PLN

GRAND TOTAL **PLN**

In agreement:

INSTITUTE DIRECTOR

Appendix 2

to the General Terms and Conditions of the Employee Social Benefits Fund of the Institute of Physical Chemistry of the Polish Academy of Science.

SPECIMEN DECLARATION OF INCOME

I hereby declare that:

- The number of persons in my family comprising the joint household amounts to (together with myself) persons,
- The average monthly net income calculated over the last three full months in my joint household is ...

Name and surname	Amount of net income
Person submitting declaration:	
Spouse:	
Children 1	
2	
3	
4	
Total net income for 3 months	
Average monthly net income	
Average monthly net income per person	

The net income is calculated as: income **minus** social security, health and income tax contributions and **increased by** the amounts of any scholarships received and the amounts of any received (not only awarded) maintenance payments or other benefits received (e.g. material support for PhD students, 500+ child benefits).

I hereby confirm the accuracy of the above information. At the same time, I declare that at the request of the employer or the Committee, I shall submit for inspection documents confirming the amount of income indicated in the declaration.

I agree to the processing of my personal data for the purposes of the consideration of this application by the employer.

I declare that I have read the Terms and Conditions of the Employee Social Benefits Fund of the Institute of Physical Chemistry of the Polish Academy of Sciences and I accept its provisions.

Date and signature of employee

Note!

This declaration is a document within the meaning of Article 245 of the Code of Civil Procedure, and the truthfulness of the data contained therein, confirmed with a handwritten signature, may be verified in the manner and on the conditions specified in Article 253 of the CCP.

Appendix 3

to the General Terms and Conditions of the Employee Social Benefits Fund of the Institute of Physical Chemistry of the Polish Academy of Science.

SPECIMEN APPLICATION FOR A VACATION SUBSIDY

.....
Name and surname

Warsaw, date:

.....
Department

Institute of Physical Chemistry of the Polish Academy of Sciences

I am applying for funding towards:

1. my vacation from to
2. the vacation of my child
3. the vacation of my child

I agree to the processing of my personal data for the purpose of considering the application by the employer.

I declare that I have read the General Terms and Conditions of the Company Social Benefits Fund of the Institute of Physical Chemistry of the Polish Academy of Sciences and I accept its provisions.

(signature of Eligible Person)

APPROVED

The Social Committee on *(date)*
requests that funding for the above vacation
be granted/not granted*
in the amount of

.....PLN
(Signatures of Social Committee)

(stamp and signature of Director)

* *delete as applicable*

Appendix 4

to the General Terms and Conditions of the Employee Social Benefits Fund of the Institute of Physical Chemistry of the Polish Academy of Science.

**SPECIMEN
APPLICATION FOR A SUBSIDY
for cultural and educational activities and physical culture, recreation and tourism**

.....
Name and surname

Warsaw, date:

.....
Department

Institute of Physical Chemistry of the Polish Academy of Sciences

I am applying for funding towards my cultural and educational activities and physical culture, recreation and tourism in the form of :.....

I am enclosing proof of costs incurred in the form of

I agree to the processing of my personal data for the purpose of considering the application by the employer.

I declare that I have read the General Terms and Conditions of the Company Social Benefits Fund of the Institute of Physical Chemistry of the Polish Academy of Sciences and I accept its provisions.

Appendix 6

to the General Terms and Conditions of the Employee Social Benefits Fund of the Institute of Physical Chemistry of the Polish Academy of Science.

SPECIMEN APPLICATION FOR LOAN FOR HOUSING PURPOSES

Name, surname

Date

Address

To the IPCPAS Director

I am applying for a loan for (home renovation, modernization, purchase of first home...) in the amount of (either a specific amount or a maximum amount).

The monthly income per family member amounts to:

I agree to the processing of my personal data for the purpose of considering the application by the employer.

I declare that I have read the General Terms and Conditions of the Company Social Benefits Fund of the Institute of Physical Chemistry of the Polish Academy of Sciences and I accept its provisions.

Appendix 7

Appendix 7 to the General Terms and Conditions of the Employee Social Benefits Fund of the
Institute of Physical Chemistry of the Polish Academy of Science

Specimen Loan Agreement

From the Employee Social Benefits Fund

On (date) in Warsaw between

The Institute of Physical Chemistry of the Polish Academy of Sciences with its registered address in Warsaw, ul. Kasprzaka 44/52, 01-224 Warsaw, entered in the Register of Research Institutes of the Polish Academy of Sciences under no.: RIN-III-50/98, NIP: 525-000-87-55, REGON: 000326049, represented by:, hereinafter referred to as the "**Institute**"

and

Mr/s. residing at PESEL....., employed in the post of....., hereinafter referred to as the "**Borrower**" an Agreement is concluded as follows:

§ 1

Pursuant to the Application dated the Institute grants the Borrower a loan for housing purposes in the amount of PLN (in writing:) with a fixed annual interest rate of%.

§ 2

1. The Borrower undertakes to repay the loan together with all due interest in the amount of PLN in monthly installments.
2. Repayments shall commence on in the amount of:
 - a. first installment PLN,
 - b. successive installments PLN.

§ 3

1. The Borrower authorizes the Institute to deduct the due installments together with interest from his/her salary and any other benefits due from the employer resulting from the employment relationship, commencing on the date of repayment of the first installment.

2. If the Borrower does not receive a monthly salary from the Institute, he/she is obliged to pay the installments due into the Institute's bank account by the 10th day of each month.

§ 4

1. The unpaid loan amount plus interest becomes immediately payable in the following events:
 - a. Termination of employment by the Institute with notice or without notice through the fault of the employee,
 - b. The submission by the Borrower of a false statement regarding the fulfillment of conditions for the payment of a loan for the construction or purchase of a house or flat,
 - c. Termination of the Loan Agreement by the Institute with notice that can be implemented if the Borrower does not repay two subsequent loan installments despite being given an additional 14-day grace period.
2. In the case of termination of employment in a mode other than that indicated in § 4 paragraph 1 (a) the Institute and the Borrower shall, by way of an appropriate Annexe concluded before the date of termination of employment, specify the conditions for repayment of the loan. If the relevant Annexe is not concluded, the unpaid loan amount plus interest becomes immediately payable on the last day of the employment relationship.
3. If the termination of employment occurs in the cases described in paragraph 1, the Borrower agrees to have deducted in full the remaining loan amount from his/her due remuneration and any other benefits due from the Institute resulting from the employment relationship. If the amount of the loan exceeds the amount of remuneration, the Borrower undertakes to pay the difference to the cashier or into the Fund's designated account by the date of termination of employment.

§ 5

Any changes to this Agreement are required to be made in writing otherwise they shall be null and void.

§ 6

In matters not regulated by this Agreement, the provisions of the General Terms and Conditions of the Employee Social Benefits Fund and the general applicable provisions and principles of civil law shall apply.

§ 7

The Borrower declares that he/she is familiar with the provisions of the General Terms and Conditions of the Employee Social Fund and this Agreement, in particular the provisions regarding the rules for granting a loan for the construction or purchase of a house or flat.

§ 9

Any disputes arising under this Agreement shall be settled by the court competent for the Institute.

§ 10

This Agreement has been prepared in 3 identical copies, two of which are for the Institute and one and for the Borrower.

Guarantee:

We, the undersigned, are jointly and severally liable for the obligation of

Mr/s/..... to make timely repayments of the loan from the housing fund. We agree that in the event of the Borrower's defaulting in the repayment of this loan, we shall jointly and severally be charged the amount of the unpaid loan and any interest due, and in particular we agree that the relevant amounts of the loan installments set by the Lender shall be deducted from our remuneration.

1.....

Residing at.....

PESEL.....

No. of identity document.....

Issued by

Signature.....

2.....

Residing at.....

PESEL.....

No. of identity document.....

Issued by

Signature.....

The handwritten signature of the guarantors in sections 1 and 2 is witnessed and confirmed.

.....

/signature and stamp/

(In the case of a loan application for the construction or purchase of a house or a flat)

I hereby declare that I do not own my own home and the Institute is my primary place of work and that, to date, I have not received any loan from the Institute for the above purposes.

.....

/Borrower/

.....

/Director/

.....

/Chief Accountant/