Pannon Egyetem

University of Pannonia

Regulation on the Conclusion of Contracts

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The Regulation on the Conclusion of Contracts (hereinafter referred to as the "Regulation") issued by the University of Pannonia (hereinafter referred to as the "University") on the basis of the University's Organisational and Operational Rules (hereinafter referred to as: "OOR"), Part I Organisational and Operational Rules of Procedure (hereinafter referred to as: "OORP") approved by the Senate of the University of Pannonia and adopted by the Foundation for the University of Pannonia acting as the operator exercising founders' and ownership rights (hereinafter referred to as the "Operator") and on the basis of the resolution by the Board of Trustees on the rules of procedure for adopting the regulations of the University of Pannonia by the Board of Trustees is as follows:

Chapter I

GENERAL PROVISIONS

1. § Purpose of the Regulation

(1) The purpose of this Regulation is to establish the procedure for entering into contracts, define the mandatory formal and substantive elements of contracts, specify the respective duties, responsibilities and authorisations, standardise the contract-making process, and lay down the procedure for signing contracts.

2. § Scope of the Regulation

(1) The personal scope of this Regulation extends to all comprehensive organisational units, organisational units and Faculties of the University (hereinafter collectively referred to as “organisational units”), as well as to persons employed by the University or engaged by the University under any other work-related legal relationship.

(2) For the purposes of this Regulation, the Students’ Union and the Doctoral Students’ Union shall also be regarded as organisational units.

(3) The material scope of this Regulation extends to legal declarations made by the organisational units and persons specified in paragraphs (1) and (2) towards external parties on behalf of the University that give rise to contractual obligations, irrespective of their designation or form (e.g. contract, agreement, convention, etc.), regardless of whether they create a financial obligation for either party.

(4) The material scope of this Regulation also extends to the procedure for reviewing contracts, the procedure for the professional approval (initialling) and signing of contracts, and the amendment of contracts.

(5) The scope of this Regulation does not extend to:

a) contracts establishing an employment relationship concluded pursuant to Act I of 2012 on the Labour Code;

b) contracts falling within the scope of the University's Public Procurement Regulation of the University of Pannonia;

c) confirmations of orders falling within the scope of the University's Regulation on the Provision of Services Commissioned by External Parties;

d) student education and training agreements.

(6) The provisions of this Regulation shall be interpreted and applied in conjunction with the University's Regulation on Powers and Competence Relating to Financial Management and Tendering Regulation.

(7) The provisions of the Procurement Policy shall also apply to contracts concluded as part of a procurement procedure, in particular service contracts, contracts for works and services, service agreements, contracts of sale, lease agreements and licensing agreements. In the event of any conflict between the regulations, the Procurement Policy shall prevail.

(8) In the case of contracts concluded as part of a procurement procedure, the Joint Directive of the Rector and the Chancellor on the Rules of Procedure for the Preparation of Agency Contracts, Service Contracts, Utilisation/Usage Contracts, Patent Royalty Contracts and Service Contract for Educational Activities which can be concluded with private individuals, and of Task-Specific Agreement that can be concluded with the employees of the University of Pannonia shall also apply.

(9) Contracts concluded in connection with the exploitation of the University's assets shall also be subject to the provisions of the Asset Management Policy, the Investment Regulation of the University of Pannonia, and the Disposal Policy of the University of Pannonia. In the event of any conflict between this Regulation and the regulations specified in this paragraph, the Asset Management Policy or the Disposal Policy of the University of Pannonia, as applicable, shall prevail.

(10) The provisions of the Advertising Sales Policy shall also apply to contracts for the sale of the University's advertising surfaces.

3. § Legal and internal regulatory background

(1) The Regulation on the Conclusion of Contracts has been developed with consideration to the following legislation and internal regulations:

- Act CCIV of 2011 on National Higher Education ("NHE Act");
- Act LXXVI of 1999 on Copyright;
- Act XXXIII of 1995 on the Patent Protection of Inventions;
- Act C of 2000 on Accounting ("Acc Act");
- Act CXLIII of 2015 on Public Procurement ("PP Act");
- Act CXXVII of 2007 on Value Added Tax ("VAT Act");
- Act V of 2013 on the Civil Code ("Civil Code");
- Asset Management Policy;
- Procurement Policy;
- Advertising Sales Policy;
- Regulation on Powers and Competence Relating to Financial Management;
- Regulation on the Provision of Services Commissioned by External Parties;
- Disposal Policy of the University of Pannonia;
- Tendering Regulation.

4. § Interpretative provisions

(1) For the purposes of this Regulation:

a) **contracting:** the process resulting in the conclusion of a written contract or the acceptance of general terms and conditions.

b) **contract**: a multilateral legal declaration initiated by a person or organisational unit falling within the scope of this Regulation and intended to be concluded in writing by the University, which is created through the mutual and concordant expression of the parties' intentions and is intended to produce legal effects, irrespective of its designation.

Contracts may include

ba) contracts giving rise to expenditure (contracts concluded as part of a procurement procedure);

bb) contracts generating revenue (contracts concluded in connection with the provision of external services, grant agreements, sponsorship agreements and donation agreements);

bc) other agreements not giving rise to financial obligations (e.g. consortium agreements, cooperation agreements, non-disclosure agreements, agreements for the gratuitous use of equipment or real property, donation agreements, agreements concerning the disposal of intellectual property rights, etc.).

For the purposes of this Regulation, the term ‘contract’ shall also include any document:

a) under which the University undertakes an obligation to make a monetary payment or to perform any activity (in kind);
b) for the performance of which the University bears financial liability;
c) concluded by the University as an international party;
d) constituting an agreement on cooperation between the University and another natural or legal person;
e) under which one of the contracting parties grants the other contracting party a right to use or exploit an intellectual creation;

f) any other unilateral declaration made in writing in any form in the name of the University that creates an obligation to act or perform an activity or establishes a right (e.g. a declaration of intent, declaration of accession/joining, declaration of exemption from fees, or any certificate or declaration issued in connection with an administrative procedure, including a non-disclosure declaration).

c) **general terms and conditions**: a set of contractual terms unilaterally determined in advance by the party applying them, without the involvement of the other party, for the purpose of concluding multiple contracts, which have not been individually negotiated by the parties and under which the contract is concluded upon acceptance of the general terms and conditions (hereinafter referred to as "GTC").

d) **review and initialling procedure** means the process resulting in the final professional content of the contract being established, whereby the person or organisational unit involved in the conclusion of the contract formulates its opinion within its respective duties and responsibilities and assumes responsibility for its compliance. The review and initialling procedure applicable to individual contracting procedures is set out in Annex 1.

e) **initiating organisational unit(s):** the organisational unit responsible, from the commencement of the contracting process until the performance of the contract, for carrying out the task undertaken or for whose operational purposes the contract is concluded. For the purposes of this Regulation, in the case of contracts to be concluded as part of a

procurement procedure, the Directorate of Legal Affairs and Procurement shall be regarded as the initiating organisational unit.

f) **organisational unit creating an intellectual work:** the organisational unit within which, in the course of carrying out an activity or performing a task, a work subject to copyright or industrial property protection, or any other intellectual work, is created.

g) **project manager**: as defined in the University's Tendering Regulation.

h) **project supervisor**: as defined in the University's Tendering Regulation.

i) **professional supervisor**: as defined in the University's Tendering Regulation.

j) **electronic contracting**: the conclusion of a written contract using an electronic signature having full evidentiary effect.

k) **Electronic signature having full evidentiary effect**: a qualified electronic signature, an advanced electronic signature or seal based on a qualified certificate, or a document authenticated by a document authentication service based on identification as specified in the relevant government decree.

l) **immediate supervisor**: the manager exercising supervisory authority over the initiating organisational unit/professional supervisor/professionally responsible organisational unit(s).

5.§ Authority to enter into contracts, representation and electronic signatures

(1) When entering into a contract on behalf of the University, the Rector of the University and the Chancellor of the University shall always be indicated as the University's representatives.

(2) The following persons shall be authorised to enter into contracts on behalf of the University:

a) in the case of contracts involving a financial commitment, the person vested with the relevant authority to make financial commitments as specified in the Regulation on Powers and Competence Relating to Financial Management and the Asset Management Policy;

b) in the case of contracts that do not involve a financial commitment or in the case of unilateral legal declarations, the Rector and Chancellor of the University, or a person specified in a power of attorney issued by them.

(3) Where the person authorised to enter into a contract cannot be clearly determined on the basis of paragraph (2), the Rector and Chancellor of the University acting jointly shall be authorised to conclude the contract.

(4) The Rector and the Chancellor of the University shall be authorised to act in connection with the conclusion of any contract and sign it.

(5) The validity of a financial commitment made by the Rector of the University, or by a person acting under powers delegated by the Rector, shall be subject to the approval of the Chancellor.

(6) The validity of any commitment involving a payment by the University, the receipt of revenue by the University, or any other commitment having

an economic impact shall additionally be subject to financial countersignature.

(7) In the case of electronic contracting, a contract signed with the following electronic signatures shall qualify as a private document having full evidentiary force:

Signature type	Creates an electronic document that qualifies as a private document having full evidentiary force in Hungary	Provides a qualified electronic signature recognised in all EU Member States	Can also be used without restriction for corporate representation purposes	Creates a private document having full evidentiary force only in the case of a natural person
e-ID qualified electronic signature	X	X		X
NetLock qualified electronic signature	X	X	X	
Microsec qualified	X	X	X	

electronic signature				
TrustChain advanced electronic signature	X	X	X	

(8) The authorities for making financial commitments specified in the Regulation on Powers and Competences Relating to Financial Management shall also apply in the case of electronic contracting.

(9) In the case of electronic contracting, prior to the electronic signing of the contract, one copy of the document shall be initialled and signed in hard copy in accordance with Section 12 of this Regulation.

(10) The contract shall be electronically signed on the basis of the initialled and signed hard copy, and shall then be transmitted electronically to the Contractual Partner.

6. § Designation of the contracting party

(1) The University is a legally competent, public-benefit, state-recognised private higher education institution with a legal personality, maintained by a foundation. The organisational units do not have legal capacity; therefore, the obligations undertaken and rights acquired under a contract shall be binding upon and shall accrue to the benefit of the University.

(2) When concluding a contract, only the University may be indicated as the contracting party, irrespective of whether one of the organisational units of the University is the party entitled or obliged under the contract.

(3) An organisational unit may be indicated in a contract as a contact point and professionally responsible entity.

7. § Forms of contracting

(1) A contract may be concluded by means of a written contract, by acceptance of GTC or by placing an order pursuant to the GTC.

(2) A contract shall be concluded in writing:

a) in the cases specified in the Regulation on the Provision of Services Commissioned by External Parties;

b) in the cases specified in the Procurement Policy in respect of contracts giving rise to expenditure;

c) in the case of contracts not giving rise to financial obligations, e.g. cooperation agreements and declarations of intent;

d) in the case of non-disclosure agreements and declarations;

e) in the case of agreements concerning the use or exploitation of intellectual works;

f) in the cases specified in the Asset Management Policy in respect of contracts concerning the utilisation of assets;

g) in the case of the sale of advertising space, as specified in the Advertising Sales Policy;

h) in the case of donation agreements, grant agreements, consortium agreements and contracts concerning the use or exploitation of intellectual works;

i) in all cases where this is necessary in view of the subject matter or circumstances of the contract, or its performance or payment terms; where the parties intend to derogate from the provisions of the Civil Code applicable to the contract in question, or intend to agree on a condition not regulated by the Civil Code.

(3) Where the University or the party contracting with the University has a document containing General Terms and Conditions, the contract may also be concluded by means of a unilateral legal declaration containing an order for the acceptance of the GTC, provided that the unilateral declaration contains the essential elements of the work to be performed or the service constituting the subject matter of the contract.

Chapter II

MANDATORY REQUIREMENTS OF CONTRACTS REGARDING CONTENT AND FORM, CONTRACT TEMPLATES

8.§ Mandatory elements of contracts regarding content and form

(1) In accordance with the authority to make financial commitments specified in the University's Regulation on Powers and Competence Relating to Financial Management, the contract shall contain, in particular, the following:

a) the basic details of the contracting parties (in particular: name/designation, tax number (tax identification number in the case

of a natural person), registration number, registered office (residential address in the case of a natural person), bank account number where necessary, and the name and position of the person authorised to represent the party), as well as an indication of their respective contractual positions;

b) the information and background necessary for a full understanding and interpretation of the contract;

c) where the contract is linked to a domestic or European Union funding application, or is necessary for the implementation of such a funding application, the name and identification number of the funding application;

d) where the contract is concluded on the basis of a previously concluded contract, a precise reference to this fact;

e) a detailed, clear and identifiable description of the subject matter of the contract;

f) a specification of the subject matter of the service and consideration, including the quantitative and qualitative characteristics of the professional and technical performance;

g) the material rights and obligations of the contracting parties arising from the contract (e.g. the right to give instructions, the engagement of subcontractors or other contributors, inspection of performance, early performance, etc.);

h) the deadline for performance or, where performance is to be carried out in parts, the deadlines for each stage of performance;

i) the place and method of performance;

j) the organisational unit responsible for the performance of the service specified in the contract, as well as the contact persons, with the

provision that a contact person shall not be authorised to make legal declarations (except where the designated contact person is also authorised to certify performance, or is the Rector or Chancellor authorised to represent the University);

k) the person authorised to certify performance;

l) the designation of the amount to be paid (e.g. fee, contractor's fee, purchase price, etc.);

m) the amount to be paid or the unit price serving as the basis for invoicing, indicating the applicable rate of VAT, as well as the currency, method and terms of financial settlement;

n) the deadline for payment or, in the case of an obligation undertaken against the budgets of several financial years, the payment schedule broken down by year;

o) where any element of the contract is contained in an annex, the number and title of the annex;

p) where the person assuming the obligation is not the Rector or Chancellor of the University, the name and position of the person assuming the obligation, together with a declaration that, pursuant to the University's internal regulations or a relevant power of attorney, they are authorised to assume obligations under the contract and to sign the contract;

q) where the University is in a contractual position in which it pays consideration for the service provided, a transparency declaration from the contractual partner;

r) where intellectual property is created or used in the course of performing the contract, the rules governing the use/exploitation of such intellectual property, the consideration payable for the

intellectual property, or a reference stating that the amount payable under the contract includes such consideration;

s) provisions concerning the term and validity of the contract;

t) rules concerning deemed service of documents;

u) provisions concerning the processing of personal data;

v) the legislation applicable to matters not regulated in the contract.

(2) As a mandatory formal requirement, the contract shall contain:

a) the University's registration/reference number of the contract;

b) continuous page numbering;

c) the number of original copies of the contract and the number of copies to which each contracting party is entitled;

d) the place and date of execution of the contract (in the case of a contract concluded between parties at a distance, the place and date of execution on the part of both parties);

e) at the time of signing the contract, the name or designation of the contracting party, and in the case of a legal person, the name and position of the person acting on its behalf and authorised to represent it, as well as the contractual position of the contracting parties;

f) where required, the place and date of financial countersignature, and the name and signature of the person providing the financial countersignature;

g) on the University's copy, the initials/signatures required under the approval and initialling procedure, together with the name stamp of the person initialling the document.

(3) Where an annex to the contract contains an essential element of the contract, such as a description of the tasks or the agreed price, points d),

e), f) and g) of paragraph (2) shall also apply to the annexes. In all other cases, the provisions of paragraph (2) shall not apply to the annexes to the contract.

9. § Contract templates

(1) Where the type of contract permits, the contract template published on the University's website among the documents of the Directorate of Legal Affairs and Procurement shall be used.

Chapter III

PROCEDURE FOR CONCLUDING CONTRACTS

10.§ Preparation of contracts

(1) The contract shall be prepared by the head of the initiating organisational unit or a member of staff designated by them, or, in the case of procurement contracts, by the procurement officer, who, in cooperation with the other party to the contract (hereinafter referred to as the “Contractual Partner”), shall prepare the draft contract by compiling the essential content elements specified in Paragraph (3) of Section 10 of this Regulation.

(2) Where, pursuant to the University's relevant regulations, an authorisation or an offer from the Contractual Partner is required for the preparation of

the contract, obtaining such authorisation or offer shall be the responsibility of the head of the initiating organisational unit.

(3) In preparing the contract, the initiating party shall determine the professional content of the contract and the following data required for concluding the contract:

a) the subject matter of the contract (description of the task or service under the contract);

b) the material rights and obligations of the parties arising from the contract and necessary for the professional performance thereof;

c) where intellectual property is to be transferred, a description of such intellectual property;

d) where intellectual property is also created, provisions concerning its use and exploitation, and the amount of consideration payable (where intellectual property is transferred, it shall be indicated whether the amount of consideration includes the transfer of the intellectual property and, depending on the parties' intentions, to what extent);

e) the terms and conditions of performance and payment, including the relevant deadlines and methods;

f) where relevant, the deliverables to be created and/or handed over;

g) the names and contact details of the contact persons and persons authorised to certify performance.

(4) In negotiations planned with Contractual Partners on behalf of the University, only a person who has authority to assume obligations in relation to the draft contract or who has been authorised to do so (e.g. the project supervisor) shall be entitled to represent the University, and consequently only such person may make statements concerning the

content of the contract. The authority of persons vested with the right of representation shall be limited to the content of the professional cooperation and the determination of professional terms and conditions. The person holding the right of representation shall inform the Contractual Partner of this limitation before the negotiations commence and shall also verify the negotiating authority of the person participating in the preparation of the contract on behalf of the Contractual Partner.

11. § Review of contracts

(1) Before signing, the finalised draft contract shall be submitted for review in accordance with the review procedure specified in Annex 1, following the order set out therein.

(2) The head of the initiating organisational unit, or a person designated by them, or, in the case of procurement contracts, the procurement officer, shall send the draft contract for review by email and shall also provide any other information necessary for the review.

(3) If the wording of the draft contract is amended during the review process, the review procedure shall be repeated by returning the amended draft to the organisational unit that initiated the amendment.

(4) The professional consultation process shall continue until the draft contains no provisions requiring clarification for the purpose of finalising the content of the contract.

12. § Signing of contracts

(1) The final version of the contract may be signed following the review of the draft contract.

(2) The initiating organisational unit shall initiate the signing process for the final contract following the professional initialling by the head of the organisational unit and/or an employee designated by them.

(3) In the case of procurement contracts, an employee of the Directorate of Legal Affairs and Procurement shall initiate the signing process following the procurement and legal initialling, in accordance with Annex 1.

(4) The University's copies of the final contract shall bear the designation “Copy for the University of Pannonia” and the contract's registration number.

(5) The contract shall be initialled and subsequently signed in accordance with Annex 1 and in the order specified therein.

(6) The final contract may only be initialled on the University's copies, using a name stamp or by writing out the name of the person initialling the document in a legible manner.

(7) By initialling the contract, the person initialling it assumes responsibility for the content falling within the scope of the initialling procedure set out in Annex 1.

(8) Where required by the provisions of another regulation of the University, in addition to the signature of the person assuming the obligation and, where necessary, the financial countersignature, the Chancellor's approval shall also be indicated, which shall be given by the Chancellor by signing the contract.

13. § Supplementing and amending contracts

(1) The rules governing the conclusion of contracts shall apply accordingly to the supplementation and amendment of contracts.

Chapter IV

CONTRACTS IN FOREIGN LANGUAGES

14. § Rules applicable to contracts in foreign languages

(1) The rules governing the conclusion of contracts shall apply to contracts in foreign languages, subject to the provisions set out in this section.

(2) Where the language of the contract is not Hungarian, the contract shall be drafted in both the foreign language and Hungarian, and the contract shall be signed by the parties in both Hungarian and the foreign language.

(3) Where it is not possible to prepare a bilingual contract, the organisational unit initiating the contract and responsible for its professional performance shall translate the foreign-language contract, or have it translated, into Hungarian.

(4) The name of the person who prepared the non-certified Hungarian translation shall be indicated on the translation, and the person shall sign it.

Chapter V

GTC AND CONFIRMATION OF ORDERS

15. § APPLICATION OF THE GTC

(1) Where the University applies its GTC to the services it provides, the provisions of the Regulation on the Provision of Services Commissioned by External Parties, the Advertising Sales Policy, and the Asset Management Policy shall apply.

(2) Where the contractual relationship is established by accepting the GTC applied by the other Party, the rules applicable to contracts shall apply accordingly to the review and acceptance of the GTC, with the proviso that the Parties shall set out the deviating provisions in the contract where it becomes necessary to deviate from the provisions of the GTC.

(3) Where the provisions of the GTC applied by the other Party do not require any amendment on the part of the University, the GTC is accepted by placing the order.

Chapter VI

16.§ IMPLEMENTATION PROVISIONS

(1) The University shall promulgate and publish this Regulation on its website (www.uni-pannon.hu).

(2) This Regulation was adopted by the Senate at its meeting held on 21st May 2026 by Senate Resolution No. 109/2026 (V.21.). At the same time, the

Regulation adopted by Resolution No. 12/2025 (I.27.) shall cease to have effect.

(3) This Regulation shall enter into force on 1st June 2026 and shall remain in force until revoked.

Chapter VII

17.§ TRANSITIONAL AND FINAL PROVISIONS

(1) Following its entry into force, this Regulation shall also apply to matters already in progress.

Annexes to this Regulation:

Annex 1: Rules for Reviewing, Initialling and Signing Contracts

Dated in Veszprém, on 21st May 2026

Dr. János Abonyi
Rector

Zsolt Csillag
Chancellor

Approved on behalf of the Foundation for the University of Pannonia, acting as Operator, by:

Dated in Veszprém, on 21st May 2026

Dr. Péter Bartus
Executive Director