

## Summary

The doctoral dissertation entitled "Umowa wskaźnikowa (ang. performance-based contract) with particular emphasis on public roads maintenance contract" focuses on civil law issues related to performance-based contracts. According to *Principles and practices of public procurement. Public procurement practice. Performance based contracting* (see pages 18-19 of the dissertation) performance-based contract is a results-oriented contracting method that focuses on the outcomes, outputs or quality that may tie at least a part of a contractor's payment, contract renewals or extensions to the achievement of specific, measurable performance requirements and standards. The contract in question may include both non-monetary and monetary disincentives and incentives.

The concept of performance-based contract as stipulated above is extremely broad. Such contracts can be used where it is possible to determine the broadly understood quality of the performance of the debtor, i.e. in contracts for the provision of services. Therefore, this work deals with civil law issues of performance-based contracts concluded in the economic sector of public roads maintenance in Poland. Since 2010, a new era of public roads management and maintenance has begun in our country. Nowadays performance-based contracts have significantly gained in popularity, and therefore their further development and wider application can be expected. The contracts in question, most often referred to in public tenders as contracts for "comprehensive, all-year-round road infrastructure maintenance", are extraordinarily complex and complicated, and practice shows that their legal qualification is problematic. If it is not known what type of contract we are dealing with, the application of the law also becomes non-transparent. Consequently, the central issue of this work is the legal qualification of the contract under Polish civil law.

The doctoral dissertation is primarily aimed at proving the hypothesis that the performance-based contract for the maintenance of public roads is not a contract for the

provision of services "not regulated elsewhere", to which, pursuant to Art. 750 of the Polish Civil Code, provisions of the mandate contract should be properly applied (as indicated by the Polish judiciary), but it is a mixed contract consisting of several elements of various legal nature, and at the same time a contract so overwhelmed with elements and features of a contract for a specific work (Art. 627 et seq. of the Civil Code), that the provisions of a contract for a specific work should be properly applied, and not the provisions applicable to the contract of mandate.

The first chapter is devoted to the basic issues related to performance-based contracts, therefore it is a starting point for further considerations. It provides general information on performance-based contracts, presents their structure, genesis, and application in various sectors. This chapter covers both performance-based contracts in general and those concluded in the road maintenance sector.

The second chapter focuses on the general characteristics of the performance-based contract concluded for the purpose of maintaining public roads. It begins with the presentation of the concept and features of the analyzed contract. Then, the issues related to its conclusion were discussed, including the parties and the manner and form of concluding the contract. Further, the adhesive nature of the contract and the impact of this fact on its interpretation were indicated. In addition, the subject of the contract, the performance of the contractor and the ordering party, as well as the risk distribution between the parties to the contract were characterized.

The third chapter presents the issues related to the content of the performance-based road maintenance contract. Thus, both the rights and obligations of the parties to the contract were presented. Particular emphasis was placed on the obligations of the debtor of the non-pecuniary obligation, i.e. the contractor.

The fourth chapter concerns the legal classification of the analyzed contract. This is a key part of this work, because without establishing the place of the contract in the contract system, the application of the law remains problematic.

The fifth chapter, in turn, deals with the liability of the parties for non-performance or improper performance of the obligation. It analyzes the consequences of the parties' failure to comply with contractual provisions. At the same time, it was indicated which civil law institutions should be applied and in what situations. This chapter concludes with considerations on the period of limitation of the parties' claims.