

Summary

The topic of this PhD dissertation is the investment replacement contract. The aim of the dissertation is to present the legal issues of the investment substitution contract on the basis of the current legal regulations, the body of doctrine and jurisprudence, as well as the arbitration jurisprudence. In the absence of regulation of this contract as a named contract in practice and in the jurisprudence, its legal nature is disputed, i.e. whether it has the character of a contract of order, provision of services not regulated by other provisions (art.750 of the Civil Code), or commission, agency, which, consequently, makes it possible to identify the appropriate legal regime (relevant provisions) for this contract. The same applies to the issue of specifying the concept and scope of the obligations of the parties to the investment substitution relationship arising from the agreement for investment substitution. The thesis consists of 4 chapters.

In the first chapter, the author presents the genesis, essence and views of case law arbitration on the institution of investment substitution.

In the second chapter, the author discusses the concept, legal nature of the investment substitution contract, compares the investment substitution contract with the contract for the general implementation of the investment, commission and agency agreement. Then he describes the forms of action of the substitute investor and the property relations that occur between the substitute investor and the investor, as well as third parties, in case of the conclusion of an investment substitution contract in a fiduciary form. In it, the author conducts a legal-comparative analysis, and then proceeds to describe it against the background of current Polish law.

In the final part, the author outlines *de lege lata* conclusions and makes *de lege ferenda* postulates allowing to solve the occurring problems.

In the third chapter, the author firstly describes the parties to the investment substitution contract investment and other entities that may participate in the implementation of the investment in the mode of investment substitution. In the second place, the content of the contract and the investment substitution relationship is described.

In the fourth chapter, the author presents the form, the mode of conclusion of the contract, the ways of termination of the legal relationship of investment substitution and the statute of limitations of claims arising from the relationship of investment substitution.

In the development of this thesis, the author used five research methods, i.e., dogmatic-legal, empirical, theoretical-legal, legal-comparative, and legal-historical. The author's research consisted of analyzing the provisions of the Civil Code and the provisions of the Construction Law, as well as the provisions no longer in force regulating the institution of investment substitution.

In addition, the author's research process consisted of obtaining certain types of information about the studied institution essential for solving the research problem through the use of

contracts concluded in the practice of economic investment replacement contracts. In addition, the author used the achievements of doctrine and jurisprudence (both domestic and foreign) and foreign literature.

The reason for the choice of this topic is the disputed in doctrine and jurisprudence nature of the investment replacement contract and the related problem of determining the legal regime of this contract. So, what legal provisions should be applied to the contract in question. An additional argument for the consideration of this institution was the scarce amount of literature, case law of both domestic and foreign character.

By the investment substitution contract, the substitute investor undertakes to the direct investor to perform activities that are not the subject of the contract for work or other named contracts regulated by the Civil Code, within the scope of preparation, organization, implementation of the investment, necessary for the proper implementation of the investment and settlement of the investment, and the investor undertakes to cooperate in order to undertake the given obligation by the substitute investor, and in particular to secure funds for the implementation of the investment and payment of the contractual remuneration to the substitute investor. It is in the nature of a contract for the provision of services within the meaning of Article.750 of the Civil Code, and thus the provisions on commission apply to it accordingly. It has the nature of a diligent action, paid, mutual, unnamed, bilaterally obligating. Substitute investor may act in the form of a power of attorney or trust. If the subject of an investment substitution contract is the drafting of a project, the execution of works or the supply of machinery and equipment, then the provisions of the Civil Code governing such contracts.