




The role of institutions in controlling compliance with the obligation to conclude contracts for the supply of agricultural products

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Abstract

Motivation: In order to protect the interests of farmers (agricultural producers) in 2015 an obligation to conclude contracts for the supply of agricultural products was introduced, and since 2017 has been in force to impose fines on buyers of agricultural products if they purchase without a contract or if the contract is defective. The National Center for Agricultural Support (KOWR) is an institution whose tasks include control of compliance with this law. Observation of transactions in agriculture allows us to believe that the established legal regulations do not solve the problem of abuse of market power by recipients and the institutional solution does not shape economic processes.

Aim: The aim of this article is to present the activity of the KOWR as an institution controlling the observance of the obligation to conclude contracts for the supply of agricultural products and its evaluation.

Results: Analysis of the KOWR's reports showed that between February 2017 and March 2022, a total of 465 controls were carried out, resulting in fines of PLN 6 670 428,19 for purchases of agricultural products without a contract or due to a defective contract (about 93% of this amount was imposed on purchasers in 2021). The relatively small number of checks carried out is due to the lack of complete information on the actual purchaser of agricultural products who is obliged to purchase agricultural products under contract. In the analyzed period, inspections were carried out based on notifications of suspected breach of contractual obligations and at market entities designated for inspection (mainly



milk purchasers). In conclusion information asymmetries on the market for agricultural products do not only occur in “classical” forms. Incomplete information may be available to both parties, but also from the body responsible for monitoring compliance with the rules governing the conclusion of such transactions.

Keywords: *New Institutional Economics; contract; information asymmetry; agriculture; The National Center for Agricultural Support (KOWR)*
JEL: *D82; D86; Q10*

1. Introduction

Due to the increasing agro-industrialization process, transactions between agricultural producers on the agri-food market have already interested Polish researchers (e.g. Malchar-Michalska, 2018). The changes on the market resulted from the growing importance of information, improved efficiency, the growing role of international corporations and the globalization of agricultural markets. The imperfect structure of the agri-food market, the imbalance in the bargaining power system at the level of the agricultural producer and the subsequent links in the distribution chain (Krzyżanowska, 2016, p. 6) necessitated legislative intervention to protect the interests of agricultural producers. In October 2015, the obligation to conclude agreements (contracts) for the delivery of agricultural products from the first buyer was introduced. On February 11, 2017, regulations imposing financial penalties on buyers of agricultural products, in the case of their purchase without a contract or in a situation where the contract was defective, came into force.

The aim of this article is to present the activity of the KOWR as an institution controlling the observance of the obligation to conclude contracts for the supply of agricultural products and its evaluation.

The thesis hypothesizes that the asymmetry of information limits the efficiency of control over compliance with the provisions on the obligation to conclude contracts for the supply of agricultural products.

2. Literature review

As noted by Misiński (2021, pp. 276–277), the economy has not been the economy of households that buy vegetables at the market from complete and sole owners/sellers for a long time. It is also not a production economy in which producers only manage the production function, and transactions are made by complete and exclusive sellers/suppliers, thanks to which the law of supply and demand explains the behavior of the parties to the transaction in a simple and logical manner and ensures, thanks to the “invisible hand of the market” overall market equilibrium. While a single transaction is always a simple act of buying and selling, the economy is so complex that it involves countless transactions of incomplete property rights by non-exclusive decision-makers driven by limited rationality, in a situation of asymmetry of information that al-

lows the use of opportunistic tendencies. The new institutional economics is an interdisciplinary undertaking, combining the achievements of many sciences, such as economic sciences, law, organization theory, sociology, anthropology, enabling understanding of social, political and economic institutions. The new institutional economy draws freely from the achievements of various disciplines of a social nature, but its leading language is the language of economics (Kowalska, 2005, pp. 45–64).

Reviewing the achievements of the theory by Godłów-Legiędź (2003, pp. 60–79), the author points that the new institutional economics emphasizes the importance of assumptions about the way an individual behaves, being the subject of market processes and management processes. He emphasizes that, unlike Friedman, who argued that the value of a theory manifests itself in its implications, Simon, North, Coase, and Williamson emphasize the importance of the reality of the assumptions of economic theory. The genesis of the institution lies in the general condition of man. Economics should study man as he is in an environment defined by institutions. Such a methodological directive guides contemporary institutional economics. Williamson, who focused his attention on the economics of transaction costs, assumed that human nature was characterized by two features: limited rationality and opportunism. Both of these presumptions mean a modification of the assumptions of the orthodox economic theory. Bounded rationality replaces the neoclassical assumptions of rationality manifested in the pursuit of maximization, and the assumption of opportunism is a stronger version of the classic thesis about the pursuit of individuals to pursue personal interests. Hockuba (2001) believes that the ideas of homo oeconomicus of self-interest and the free market included in standard economic models, do not always lead to socially optimal solutions, as institutions and regulations are not present in them. North (1991, p. 97) wrote about institutions, defining them as limitations invented by people, which order political, economic and social interactions. These include both informal institutions (sanctions, taboos, customs, traditions and codes of behavior) and formal institutions (constitutions, laws, property rights, contracts). Throughout history, North argued, human beings invented institutions to create order and reduce the uncertainty of exchange. Institutions, along with the standard constraints of the economy, determine the set of choices, affecting transaction and production costs, and thus profitability and the possibility of doing business.

The institutional approach makes it possible to describe and explain the enterprise with the help of trends included in the new institutional economy:

1. The theory of public choice — allowing to learn about the “rules of the game” of various institutional environments within which enterprises operate while delivering goods. On the one hand, the “rules of the game” are common to all enterprises, and on the other, they differ in terms of the legal form, industry or scale of operation.



2. The theory of property rights — allowing to learn and explain the relationships between people through property rights to tangible, intangible, financial or intellectual capital.
3. The theory of agency — allowing to learn and explain the relations between people in a situation of a natural conflict of interest resulting from the dissimilarity of individual and subjective utility functions enhanced by the inferiority/superiority ratio (information asymmetry and opportunism) between the agent and the principal.
4. The theory of transaction costs — allowing to learn and explain company management understood as the decision-making process on the selection of contract structures and their coordination systems in the context of their effectiveness and comparative analysis of the level of transaction costs (Misiński, 2021, p. 219).

Taking into account the fact that all theories interpenetrate each other (Scheme 1), it can be concluded that the main significance is the theory of public choice, which shapes institutions (“rules of the game”), including property rights, relations between the agent (manager) and the principal (owner) and affects the level of transaction costs in concluded transactions (based on agreements/contracts). With the passage of time, the conditions of reality change, and thus the (subjective) assessment of decisions made in the past. Attention should be paid to the importance of information asymmetry, i.e. the difference in the quantity and quality of information held by the parties to the transaction, not only before, but also after the transaction (Janowicz-Lomott et al., 2021, pp. 204–234) (Scheme 2).

On the one hand, the asymmetry of information is a direct derivative of limited rationality, and on the other, the opportunism of the parties to the transaction. Opportunism and limited rationality apply to individual decision makers. Asymmetry is a relational phenomenon that occurs in transactional processes. It results not only from opportunism and/or limited rationality, but also from the very fact of the position held, or the role of the parties in transaction processes in bilateral models (seller–client) or multilateral agency (owner–manager–employee). From this perspective, opportunism and limited rationality exacerbate the phenomenon of information asymmetry.

The new institutional economics adopts different assumptions from the mainstream economics regarding limited rationality, which is a derivative of the limitation of the possibility of obtaining full information and the variability and even unpredictability of the motives of decision-makers’ actions. On the other hand, opportunism, as a moral attitude, can lead to:

- moral hazard — riskier actions of the decision maker;
- negative selection — displacing a better product by “worse”;
- information asymmetry — one of the parties to the transaction having more information.

These processes, which are the assumptions of the new institutional economy, are closely interdependent, which means that the strength of their interaction intensifies each other (Scheme 3.) (Misiński, 2021, pp. 62–64)

The new institutional economics also distinguishes theories linking the problem of information asymmetry as well as the incentives and methods of enforcing contractual rights and obligations conducive to the achievement of the contractual partners' goals. This refers to the theory of agency and the theory of contract. Contracts are transactions with a clearly defined structure, in which the partners assume specific obligations. The contract can be formal as well as informal. A (written) contract makes the exchange acts more permanent and structural in nature, and may also apply to future transactions. The contract is also defined as a specific set of ownership rights, and the transaction itself as the transfer of certain ownership rights to other entities.

The following contracting motives should be noted:

- risk transfer to entities with lower risk aversion;
- creating a structure of incentives that motivate the parties to the contract to take specific actions or disclose the information held;
- reducing transaction costs to the necessary minimum — especially those related to the enforcement of contractual obligations.

The introduction of transaction costs to the economic analysis reflects the scarcity of information, confirming the importance of information asymmetry in the process of combining all the currents of the new institutional economy. Lack of appropriate information at the time of concluding the contract is a source of uncertainty related to the performance of the contract, thus it may generate transaction costs, including:

- costs of searching for information (on prices, partners, place of exchange, etc.);
- costs of conducting negotiations;
- costs of saving the contract (agreement);
- costs of protective measures against risk (securing the contract);
- costs of monitoring the behavior of contract partners;
- costs of resolving disputes by way of agreement;
- costs of court enforcement;
- costs of contract renegotiation;
- costs of protecting property rights against unauthorized persons.

An important dimension of the transaction is also its frequency, because the costs of specialized management structures pay off much more easily in the case of repetitive transactions resulting from stable demand (Kowalska, 2005, pp. 45–64). The achievements of the new institutional economy emphasize that cost reduction is a manifestation of an increase in the effectiveness of pure market mechanisms. The entire legal and institutional environment plays a fundamental role in this process (Guziejewska & Marciniak, 2021, pp. 231–253).

The agency theory is a combination of economic and legal sciences. It draws the view from economic sciences in which individuals strive to maximize their own benefits, legal sciences provide an instrument that formally allows for the creation of a principal–agent relationship. This instrument being a contract (Jagodziński, 2019, pp. 43–55). The contract implies a delegation of powers from the principal to the agent, as it is based on the relationship in which one person uses the services of another to perform a specific task. The participants of the agency relationship strive to maximize their usefulness, hence they pursue their opportunistic and selfish interests. In the study of contracts in economics, three basic research approaches are used, developed by the new institutional economics, economic analysis of law, and game theory. The new institutional economics adopted the transaction (contract) as the basic unit of analysis (Tyc & Schneider, 2017, pp. 48–60).

As noted by Misiński (2021, pp. 139–140), the classic interpretation of the market makes it impossible to describe and explain the course of transactions that occurs in the modern economy. The difficulties in applying the classical approach to the exchange process are already caused by cases of neoclassical contracting (long-term transactions). The pricing process in such cases takes place once, and the prices are often valid for a long period. From the point of view of classical economics, the price for the buyer at the time of purchase is independent of his decision, the buyer can only reject or accept it. The price at the time of concluding the transaction is an independent parameter (because it was established in the past). Its acceptance or rejection affects the demand and supply, which may de facto affect the price in the future, but it does not matter for the party to the transaction at the time of its conclusion. The assumption that the process of shaping prices on the market, as a result of the unrestrained decisions of exchange entities, is not a condition constituting the market category itself, enables the analysis of not only classic market models/structures, but also those more complex markets, where apart from the seller and the buyer, there is also a share in the transaction taken by a “third party”.

Contemporary transaction processes have become complicated from the point of view of contract structures and methods of managing them, which is reflected, inter alia, in variety of controlling and regulating prices. In the modern economy, price has become a dependent factor, shaped by various methods, going far beyond the classical reasoning of the market. Today, markets are institutionally regulated in a variety of ways, and the institution’s goal should be to achieve equilibrium while ensuring the maximization of the efficient use of resources.

In the context of the issues of creating and the effects of law, the theory of interest groups has also been developed, according to which the actions of the state (interventions) are the resultant of the interests of individual individuals or groups (e.g. selected sectors of the economy) (Ważniewski & Kraciuk, 2021). In the agricultural sector, the creation of coordinated forms of activity is of particular importance in relation to small-scale family farms that contrib-

ute to an inadequate distribution of the added value of the food supply chain. The reason for this state of affairs is the imperfect structure of agribusiness, expressed in the disproportions of bargaining power resulting from the asymmetry of information, the amount of transaction costs. Small producers, constituting the initial link in the supply chain, have limited possibilities to shape the terms of the transaction (Stępień et al., 2021).

3. Methods

Based on the analysis of the literature on the subject, the general assumptions of the new institutional economics were presented. Then, the principles of the obligation to conclude contracts for the supply of agricultural products, which have been in force for first buyers since 2015, were presented. Conclusions were based on the analysis of the data obtained from the Office of the Director General of KOWR (2022a) and the reports on the activities of KOWR (2017–2022c).

4. Results

According to the previously mentioned statement of North, people create the functioning of institutions in order to reduce the uncertainty of the conditions of concluded transactions, and thus influence the amount of transaction costs that translate into profitability of the activity. The necessity to conclude contracts gives rise to further obligations for both parties to the transaction, and may contribute to their opportunism when the asymmetry of information functions. Taking into account the importance of agricultural products and the need to protect the interests of their producers, the “rules of the game” had to be regulated by law. In October 2015, in order to strengthen cooperation in the food supply chain and to eliminate unfair trading practices, the obligation to conclude contracts for the supply of agricultural products from the first buyer was introduced.

The obligation to conclude contracts for the supply of agricultural products applies to the following sectors: sugar (only sugar beet), milk (only raw milk), as well as the market of cereals, hops, flax and hemp, fruit and vegetables, tobacco, beef and veal, pork, lamb and goat meat, eggs, poultry meat (KOWR, 2022b).

From February 11, 2017, regulations have been in force to impose fines on buyers of agricultural products who have made a purchase transaction without a contract or in a situation where the contract was defective.

According to the legal status as of April 11, 2022, each delivery of agricultural products to the first buyer who is a processor or distributor who does not sell these agricultural products directly to final consumers requires the conclusion of a contract covering one or more deliveries. It is considered that the condition of concluding a written contract is also met in the case of concluding a contract in a documentary or electronic form. The buyer is obliged to keep the contract



for 2 years from the end of the year in which the last delivery was made (under this contract).

With a view to ensuring the proper functioning of the internal market, the competent minister for agricultural markets may specify the minimum duration of the contract and the minimum period from the conclusion of the contract to the delivery, however, they have not been specified yet.

All elements of contracts for the supply of agricultural products concluded by producers, buyers, processors or distributors are freely negotiated between the parties, however, the contract must include:

- the price to be paid for the delivery, which is fixed or is calculated by a combination of different factors specified in the contract, which may include market indicators reflecting changes in market conditions, the quantity delivered and the quality or composition of the agricultural products delivered;
- the quantity and quality of the products concerned which can or must be delivered, together with the timing of such deliveries;
- the duration of the contract, which can be limited or unlimited with termination clauses. Currently, there is no minimum duration of the contract, the parties agree on this in the negotiations;
- details of payment deadlines and procedures;
- arrangements for the collection or delivery of agricultural products;
- provisions applicable in the event of force majeure.

The obligation to conclude contracts does not apply to all buyers. Exempt from this obligation are buyers who allocate agricultural products, e.g. for direct sales, distributors who sell agricultural products directly to final consumers, or members of a cooperative or agricultural producer organization or fruit and vegetable producer organization (provided that the statute or contract meet specific legal conditions).

For products purchased without a written contract or without a contract concluded in a documentary or electronic form, the buyer is subject to a fine of 10% of the payment. On the other hand, when the buyer purchases agricultural products under a contract that does not meet the conditions specified by law, he is subject to a financial penalty in the amount of 1% to 5% of the payment for each failure to meet the condition. If the contract does not meet more than one of the conditions, the financial penalties are added up, but the amount of the fine cannot exceed 5% of the payment for the products purchased under such a contract.

It should be remembered that withdrawing from the contract or reducing the value of the contract (e.g. reducing the price due to product defects and issuing a correcting invoice) do not affect the obligation to pay the fine or its amount. KOWR has been obliged to check whether the legal order is respected. The competences of the directors of local branches of KOWR, competent with respect to the place of residence or registered office of the buyer, include carrying out checks to verify compliance with the obligation to conclude contracts and imposing possible financial penalties for purchasing agricultural products

without a contract or under a contract that does not meet the conditions set out in legal provisions.

Financial penalties are imposed by an administrative decision, and their possible enforcement takes place in accordance with the provisions on enforcement proceedings in administration. Financial penalties constitute the income of the state budget (KOWR, 2022b).

In 2017–2022, only 465 inspections were carried out, most of which were carried out by employees of field centers from Warsaw (70), Poznań (69) and Białystok (61), the least from Opole (10) and Kielce (11). Only after 2019, an increase in the number of inspections was recorded (so far, most of them were carried out in 2020). The highest value of the fine, constituting 93% of the total amount for violating the applicable regulations, was imposed in 2021 (Table 1).

In Poland, the number of agricultural producers is systematically growing. In 2020, the number of agricultural producers increased by over 3% compared to 2018 and amounted to over 2.42 million (Table 2). It can be considered that the vast majority of them sell their products to buyers who, according to the letter of the law, should conclude a contract for the supply of agricultural products. And just as there is a register of agricultural producers, there is no register of recipients who are obliged to comply with the obligation to conclude contracts for the supply of agricultural products.

It is puzzling that the institution obliged to carry out inspections is a state administration body that does not have de facto the tools to select units that should be checked. Therefore, one may be tempted to say that the control activities are based on notifications of suspected violations of the provisions on the obligation to conclude contracts, which, as can be seen (Chart 1), do not constitute a significant number. For example, as mentioned earlier, in 2020 there were over 2.42 million agricultural producers, and all field offices during this period carried out only 140 inspections. Assuming that each of the controlled recipients purchased agricultural products from only one producer, the share of producers for whom compliance with the law was checked was only 0.06 ‰ of all producers.

The data published in annual reports confirm the fact that controlling the obligation to comply with the law was very often initiated as a result of received notifications of suspected violations of the provisions on the obligation to conclude contracts or as a result of problems reported to the relevant ministry by farmers themselves, or their representative institutions. In 2017, the local branches of KOWR (2017) received a total of 7 notifications of suspected violations of regulations, and a fine was imposed only in one case.

In the following year, 2018, KOWR (2019) received a total of 28 notifications of suspected violations of the provisions on the obligation to conclude contracts. In nine cases, a fine was imposed, and in two cases, it was not imposed on the parties. In addition, KOWR and UOKiK subjected the soft fruit market to a special analysis and control. 28 entities were selected for on-the-spot checks. In addition, the director of OT KOWR in Lublin commissioned 5 on-site inspections at entities purchasing soft fruit. Irregularities were found

in 6 cases. In relation to 4 entities, decisions were issued to impose a financial penalty. During this period, the Director General of KOWR received 3 appeals against decisions on the imposition of a fine.

In 2019, KOWR (2020) branches received a total of 16 notifications of suspected violations of the provisions on the obligation to conclude contracts. Once again, the director of OT KOWR in Lublin additionally commissioned 5 on-site inspections at entities purchasing agricultural products from the fruit and vegetable sector. In addition, due to reported problems in the scope of concluding contracts for the supply of gooseberries addressed to the ministry by the Association of Fruit Growers of the Republic of Poland, 25 entities were selected for on-site inspection. On-the-spot checks were also carried out on the first 64 milk purchasers. In 2019, a total of 10 decisions were issued on the imposition of a fine for the purchase of agricultural products without a contract, while in 6 cases it was not imposed. The Director General of KOWR received 3 appeals against decisions on the imposition of a fine for the purchase of agricultural products without a contract.

In 2020, KOWR (2021) received only 4 notifications of suspected violation of regulations. In this period, the directors of the field centers issued 10 decisions on the imposition of a fine and 3 decisions on withdrawing from the imposition of a financial penalty. In addition, for on-the-spot checks 62 milk purchasers and 30 sour cherry purchasers were selected by KOWR, because the ministry received reports from farmers regarding problems in the market with regard to concluding contracts for their delivery. The beef market was also inspected. Based on the market analysis, KOWR selected 50 entities for inspection. During that time, the Director General of KOWR received 3 appeals against decisions on the imposition of a financial penalty. In March 2020, the Director General of KOWR issued 2 appeal decisions.

In 2021, KOWR (2022c) received 8 notifications of suspected violations of the provisions on the obligation to conclude contracts. Directors of OT KOWR issued 13 decisions on the imposition of a fine and 2 decisions on waiving the imposition of a fine, as well as one decision to discontinue the administrative proceedings regarding the imposition of a fine. KOWR has also selected 61 milk collectors for on-the-spot checks. In addition, inspections on the beef market were continued. In total, in 2021, KOWR performed 117 inspections. The Director General of KOWR received 13 appeals against decisions on the imposition of a fine for the purchase of agricultural products without a contract or on the basis of a defective contract. In the appeal proceedings, the Director General of KOWR issued 13 appeal decisions.

According to the data provided by the Office of the Director General of KOWR, 9 inspections were carried out in the first quarter of 2022, and the directors of KOWR's local centers issued 2 decisions on the imposition of a fine (KOWR, 2022a).

The relatively low number of controls and difficulties in selecting units for control faced by the institution established to monitor compliance with

the law allow us to conclude that the presumptions of the new institutional economy (in the theory of agencies and contract theory) assuming a combination of methods that enforce rights and contractual obligations with asymmetry of information, undoubtedly do not provided for the opportunities that we find on the market of agricultural products. It is true that there are legal provisions forcing the conclusion of contracts between transaction participants, but not only both parties to the transactions concluded, but also the institution appointed to control the compliance with the rules of concluding them, have incomplete information.

5. Conclusion

The imperfect market structure continues to function in the agricultural sector. The still dominant small-scale farms supplying the market with food products essential for human life do not have sufficient bargaining power to shape the terms of the transaction. In Poland, after the political changes in the 1990s, the recipients of agricultural products integrated faster than agricultural producers and began to use their advantage on the market by dictating trade conditions. In order to defend the position of agricultural producers against customers with greater market power, an institutional solution was introduced aimed at reducing the uncertainty of the terms of exchange in the form of the obligation to conclude supply contracts. It was assumed that the agricultural producer should have full information when, how much and for how much he would be able to sell the products of his labor. Taking into account the specificity of the agricultural sector, both the price (variable even during the day) and the date and quantity of sales (depending on the weather) are most often determined at the time of concluding the transaction. Recipients, using their market power, impose their commercial terms on producers. It is difficult for contracts concluded during the performance of deliveries to meet the primary objective of introducing the obligation to conclude them, which is to protect the interests of agricultural producers. After analyzing the data, it can be concluded that the institution established to control compliance with the law does not have full information about the entities subject to control. The introduced institutional solution does not de facto protect the interests of agricultural producers.

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Appendix

Table 1.

The number of inspections carried out in the field of monitoring the obligation to conclude contracts for the supply of agricultural products by the local centers of the National Center for Agricultural Support in 2017–2022, along with the value of penalties imposed for violation of the provisions on the obligation to conclude contracts for the supply of agricultural products

OT KOWR	I–VIII 2017 (ARR)	IX–XII 2017 (KOWR)	2018	2019	2020	2021	2022 Q1	Total
Białystok	–	–	4	5	13	34	5	61
Bydgoszcz	–	–	2	4	10	8	–	24
Częstochowa	–	–	2	5	3	2	2	14
Gorzów Wlkp.	–	–	5	3	3	3	–	14
Kielce	–	–	2	3	5	1	–	11
Koszalin	–	–	5	3	3	3	–	14
Kraków	–	–	24	9	11	6	–	50
Lublin	–	–	3	13	6	4	1	27
Łódź	–	–	1	6	10	6	–	23
Olsztyn	–	–	3	5	8	3	–	19
Opole	–	–	2	3	3	2	–	10
Poznań	2	1	6	19	22	18	1	69
Pruszcz Gdański	–	–	5	4	3	4	–	16
Rzeszów	–	–	1	4	7	2	–	14
Szczecin	2	–	2	3	8	1	–	16
Warszawa	–	–	12	19	21	18	–	70
Wrocław	1	–	3	3	4	2	–	13
total	5	1	82	111	140	117	9	465
the value of the penalties imposed	–	1 540	20 797	146 270	273 859	6 220 633	7 329	6 670 428

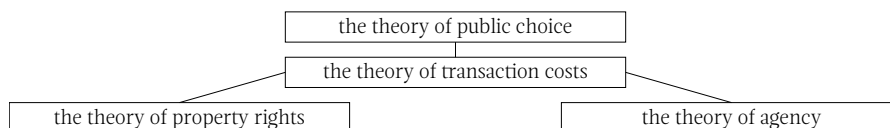
Source: Own preparation based on KOWR (2022a).

Table 2.
Agricultural producers included in the producer’s register by voivodship as of December 31

Specyfification	2018	2019	2020	2020/2018
dolnośląskie	104 535	106 446	107 151	102.50
kujawsko-pomorskie	112 058	114 216	115 205	102.81
lubelskie	290 418	297 210	301 942	103.97
lubuskie	36 660	37 422	37 683	102.79
łódzkie	203 335	207 322	209 378	102.97
małopolskie	223 951	228 275	229 884	102.65
mazowieckie	349 077	356 365	360 711	103.33
opolskie	51 157	52 233	52 673	102.96
podkarpackie	202 342	206 002	206 833	102.22
podlaskie	134 380	136 857	138 044	102.73
pomorskie	69 785	71 316	72 373	103.71
śląskie	94 802	96 658	97 376	102.72
świętokrzyskie	150 190	153 138	154 764	103.05
warmińsko-mazurskie	76 291	77 978	79 134	103.73
wielkopolskie	196 673	200 744	203 350	103.39
zachodniopomorskie	54 996	56 229	56 855	103.38
total	2 350 650	2 398 411	2 423 356	103.09

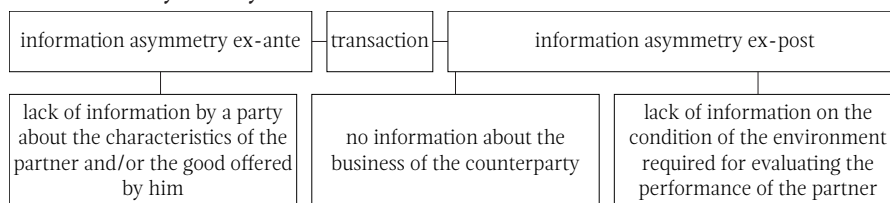
Source: Own preparation based on GUS (2022).

Scheme 1.
Relations between theories within NIE

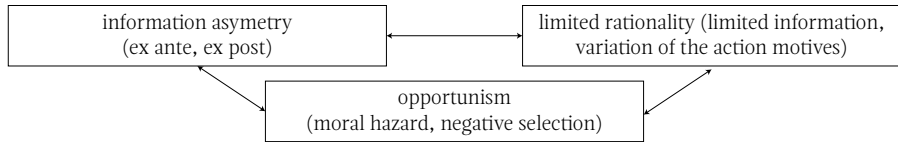


Source: Own preparation based on Misiński (2021, pp. 50–52).

Scheme 2.
information asymmetry



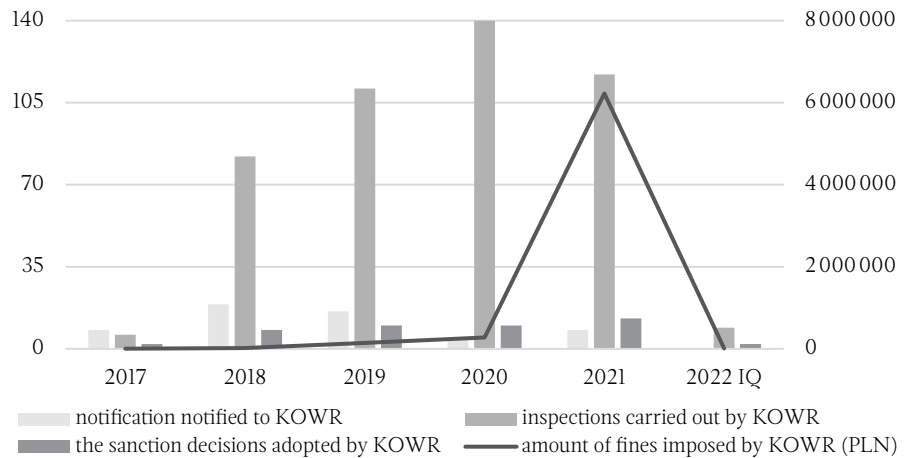
Source: Own preparation based on Janowicz-Lomott et al. (2021, pp. 204–234).

Scheme 3.**The interdependence of limited rationality, information asymmetry and opportunism**

Source: Own preparation based on Misiński (2021, pp. 62–65).

Chart 1.

The number of notifications, inspections carried out and decisions on the imposition of a penalty (including its value) regarding the purchase of agricultural products without a contract or on the basis of a defective contract in 2017–2022



Source: Own preparation based on KOWR (2022a).