

(stamp of ordering unit)

.....
Contract No.

Financing source: Kraków,
MPK
Order No.
PSP:

CONTRACT FOR A SPECIFIC TASK
(with transfer of economic copyrights and rights to intellectual assets)

concluded on between the Jagiellonian University in Kraków with its registered seat in Kraków, ul. Gołębia 24, 31-007 Kraków

.....
(name and address of the JU organisational unit)

represented by:

.....
(title, name, surname, position of the person representing the Jagiellonian University)

acting on the basis of the power of attorney of (No.)

hereinafter referred to in as ‘the **Ordering Party**’
and Mr./Ms.
residing at
PESEL No.
hereinafter referred to in as ‘ the **Contractor**’,
reading as follows:

§ 1

1. The Ordering Party orders and the Contractor undertakes to personally carry out the following work:
.....
.....
.....

hereinafter referred to as ‘the **Work**’.

2. The Work shall be considered to be a work in the meaning of Article 1 of the act of 4 February 1994 on copyrights and related rights (consolidated text Polish Journal of Laws of 2019 item 1231, as amended).
3. The Work will be carried out from to
(day, month, year) (day, month, year)
4. The Work will be carried out in the Faculty of
(please indicate the place where the Work will be carried out)
5. The Work referred to in paragraph 1 will be carried out within the project ‘’
managed by (hereinafter referred to as the Project Manager).

- 6. (hereinafter referred to in as the Tutor) shall be an academic tutor appointed by the Ordering Party for the time of carrying out the Work.
- 7. The Contractor is not allowed to entrust carrying out the Work to other person.
- 8. The Contractor shall deliver the Work to the Ordering Party in the following form:
.....

§ 2

- 1. The Contractor represents that they are entitled to full economic copyrights to the Work, the Work has an individual character and its creation does not infringe rights of third person in the meaning of copyright and related rights.
- 2. The Contractor represents as well that they have knowledge and experience indispensable for proper carrying out of the Work as well as the Work will be carried out on their own, it has an individual character and will be delivered to the Ordering Party without material defects and title defects.
- 3. Should a third party seek redress from the Ordering Party as regards the Work, the Contractor shall be obliged to execute any legal or factual acts resulting in indemnifying the Ordering Party from third party's claims.
- 4. With the moment of delivering the Work to the Ordering Party in accordance with § 1 (8) hereinabove, the Contractor shall transfer for remuneration determined herein, to the Ordering Party all economic copyrights to the Work without time or territory limitations and without the necessity of making any additional statements by the Parties with this regard.
- 5. Transfer referred to in paragraph 4 shall cover all fields of exploitation known at the moment of conclusion of this Contract, particularly in the following fields of exploitation*:
 - 1) creating by using all the techniques, particularly on all data carriers, on printing, plastic, photographic, electronic and audiovisual carriers, including printing technique, reprographic technique, magnetic recording on magnetic media, CD-ROMs and DVDs technique, in all formats and types, as well as with the appliance of digital technique;
 - 2) multiplying with the usage of all techniques, particularly on magnetic media, CD-ROMs and DVDs, in all formats and types, on optical and magneto-optical discs, as well as in print;
 - 3) distribution as well as using the multiplied work without restrictions;
 - 4) recording the work in a computer memory and on all other data carriers, as well as archiving of the work;
 - 5) placing on the market, also using the Internet;
 - 6) lending for use, renting, performing in public, displaying, projecting, playing, broadcasting, as well as rebroadcasting;
 - 7) making the work publically available in such way that everyone has access to the work in the chosen place and time;
 - 8) possibility to place the work or its parts on carriers of outdoor advertisement;
 - 9)
 - 10)
 - 11)

**delete as applicable, if necessary please indicate additional fields of exploitation*

- 6. The Contractor hereby shall transfer to the Ordering Party the exclusive right to the exercise of derivative rights to the Work's elaborations prepared by the Ordering Party or third persons, which will be given the Ordering Party a consent for such activity.
- 7. The Ordering Party does not consent either for making the Work available by the Contractor, or publishing research outcomes which resulted in creation of the Work or which were included in the Work / the Ordering Party agrees that the Volunteer makes the work available for research and educational purposes on the websites of the Ordering Party.
- 8. The University does consent for publishing research outcomes which resulted in creation of the Work or which were included in the work provided that the fact of making it available will not deprive the Ordering Party from legal protection as regards potential creative results (inventions,

utility models, industrial designs) which originated as a result of performance of works the result of which is the Work.

9. The Ordering Party does consent for publications referred to in paragraphs 7 and 8 provided that the Contractor will not be remunerated for this as well as will put affiliation (the full name of the Ordering Party) by their surname and file statement in accordance with attachment No. 1.
10. The Ordering Party recognizes moral rights of the Contractor as regards the Work, however it shall be assumed that in the case of lack of a clear indication of authorship the Contractor consents for deciding on the manner of providing or omission of authorship by the Ordering Party.

§ 3

1. Should the Work be an asset of industrial property in the meaning of ‘Regulation for intellectual property management and commercialisation rules in the Jagiellonian University’ adopted by the JU Senate on 24 June 2015 by means of resolution No. 102/VI/2015 – *hereinafter referred to in as the Regulation* (inventions, utility models, industrial designs, trademarks, topographic integrated circuits, grown or discovered and introduced plant varieties and know-how), with the moment of industrial property asset delivery to the Ordering Party the Contractor shall transfer, within remuneration determined herein, to the Ordering Party all rights respectively to the type of the Work, particularly economic rights to inventive projects, including rights to acquire a patent for an invention and rights to use the invention, the right to acquire a protection right to utility model and the right to use utility model, the right to acquire the right of industrial design registration and the right to use the industrial design, as well as rights to results of research studies, development works or know-how related to this research.
2. Moral rights to industrial property assets shall be conferred upon the Contractor.
3. The Contractor shall be obliged to immediately notify the fact of creation of an industrial property asset to the supervising Tutor.
4. The Ordering Party shall be solely entitled to notify an industrial property asset to a proper protection office in Poland and abroad.
5. Rules for protection as well as appliance of the University’s intellectual assets created by employees contained in *the Regulation* shall be applied to all industrial property assets created or possibly created within performance of this contract.
6. The Contractor hereby represents that they have read the Regulation and oblige themselves to apply it, particularly to respect rules concerning authors of industrial property assets provided for in the Regulation.
7. Should the Work be commercialised the Contractor shall be remunerated for participation in an intellectual asset creation under rules established in the Regulation.

§ 4

1. The Ordering Party shall be entitled to all rights to results of research studies, development works or know-how related to this research.
2. The Contractor shall oblige themselves to give to the Ordering Party results of research studies, development works which are not a Work or an asset of industrial property, which were created while performing the Work.
3. The Contractor shall oblige themselves to document and provide the Tutor/Ordering Party/project Manager with all research outcomes as well as results of conducted research, elaborated works and assets of industrial property created within the contract.

§ 5

1. The Contractor shall be obliged to acknowledge and obey occupational health and safety procedures in force in the Ordering Party’s workplace, as well as detailed rules enforceable in laboratories (the unit).

2. The Contractor shall be obliged to acknowledge as well as obey rules of using Beneficiary's Infrastructure specified in:
 - a. Regulation for using research infrastructure of the Jagiellonian University introduced by means of resolution No. 59/IV/2015 of the Senate of the Jagiellonian University of 29 April 2015,
 - b. operating manual of the provided research infrastructure,
 - c. occupational health and safety rules related to using of research infrastructure.
3. When performing their duties the Contractor shall oblige themselves to undertake actions aiming at theirs and others health and safety protection.
4. The Contractor shall oblige themselves to obey instructions and guidelines given by the Project Manager and the Tutor.

§ 6

The Ordering Party is obliged to insure the Contractor against risk of accidents (NNW).

§ 7

1. The Contractor will use research infrastructure of the Ordering Party (*hereinafter referred to in as Research infrastructure*) under rules for internal use determined in Regulation for using research infrastructure of the Jagiellonian University introduced by means of resolution No. 59/IV/2015 of the Senate of the Jagiellonian University of 29 April 2015.
2. The Ordering Party is obliged to establish a timetable for the Contractor as regards using of Research infrastructure and provide them with Regulation for using research infrastructure, operation rules and occupational health and safety rules related to using research infrastructure.
3. The Contractor represents that they acknowledged all duties of research infrastructure user, provisions and rules and that they will comply with them.
4. The Contractor will use the Infrastructure in accordance with timetable established by the Tutor, referred to in § 1 (6) hereinabove and solely under their supervision / on their own.
5. The Contractor shall oblige themselves to use the Infrastructure solely for the purpose of performance of the Work.
6. The Contractor shall bear full material responsibility for the Infrastructure conferred on them while performing the Work.

§ 8

1. For performance of the Work, including its creation and transfer of economic copyrights to the Work which shall be considered as a work, as well as transfer of a copy of the Work, transfer of the exclusive right to execute related rights, as well as for transfer of industrial property rights to the Work which shall be considered as an industrial property asset the Ordering Party undertakes to pay to the Contractor remuneration in the gross amount of PLN (in words: gross PLN) subject to § 9 hereof.
2. Moreover, in the case of commercialisation of the Work the Contractor shall be entitled to remuneration under conditions specified in the Regulation referred to in § 3 (1).

§ 9

It is allowed that payment of remuneration, referred to in § 8 (1), may be done on the basis of partial invoices if the performed actions may be subject of separate reception. The total sum of payments made on the basis of partial invoices may not exceed ... %* of the remuneration determined in § 8 (1) hereof.

* maximum 80%

§ 10

1. The remuneration shall be paid upon issuing an invoice by the Contractor and determining by the Ordering Party that the Work which is subject hereof was performed within the specified time period, as well as its acceptance by the Ordering Party.

2. The Work shall be considered as accepted with the moment of confirming performance of the Work by the Ordering Party (person indicated by the Ordering Party) on the invoice issued by the Contractor.
3. Remuneration shall be paid by bank transfer within 30 days from the day of receiving by the Ordering Party a properly issued invoice.
4. Payment of remuneration for performance of the subject of this contract requires filing the Human Resources Office with an invoice till the 5th day of each month. In the case of failure in presenting the invoice on time, the risk of belated remuneration payment encumbers the Contractor.

§ 11

1. The Contractor shall accept that the Work as well as any information, knowledge, know-how, financial data, trading data, technical data, operational data together with research, analyses, elaborations and plans created as a result of performance of this contract or acquired from the Ordering Party except for those which at the moment of their transferring would be clearly specified by the Ordering Party as non-confidential, shall be considered confidential (hereinafter referred to in as: '**Confidential Information**').
2. The Contractor obliges themselves to:
 - 1) keep in strict confidence any Confidential Information,
 - 2) not use Confidential Information for purposes other than performance of this contract,
 - 3) protect Confidential Information with highest diligence as well as secure Confidential Information from loss, theft, damage, deterioration and access of third parties unauthorised to receive such Confidential Information,
 - 4) upon termination of this contract performance – immediately give back all documents and information containing Confidential Information to (name of the unit) or in the case of electronic documents – permanently erase it from the controlled collection.
3. None of provisions of this § 9 shall oblige the Contractor to keep secrecy as regards Confidential Information disclosure of which is required by laws or court adjudication. Should the Contractor be obliged to disclose the abovementioned Confidential Information they are obliged to immediately inform in writing the Ordering Party in order the Ordering Party may take proper remedial measures.
4. The obligation of keeping secrecy includes as well stopping with a publishing of a work containing such information if publishing would deprive the Ordering Party from the possibility of acquiring legal protection of an intellectual asset belonging to the Ordering Party.
5. Disclosure of information referred to in paragraphs 1 and 2 may be done solely upon the Ordering Party's consent as regards the scope covered by this consent. Statement containing the consent specifying the scope of consent shall be drawn up in writing.
6. The Contractor shall bear full responsibility for any damage caused by act or omission consisting a breach of obligations included in this § 13. Particularly the Contractor confirms that they are aware that Confidential Information is owned by the Ordering Party and its disclosure may be the breach of Article 11 (1) of the act of 16 April 1993 on combating unfair competition (consolidated text Polish Journal of Laws of 2020 item 1913 as amended): 'Disclosure, usage or acquisition of someone else's information consisting an industry secrecy shall be an act of unfair competition'.
7. In the case of damage resulted from breaching this statement by the Contractor, the Ordering Party stipulates the right to claim compensation under general rules provided for in the Civil code.
8. Should the Contractor use in a Magister degree thesis/PhD thesis/study paper, without prejudice to paragraphs 4 and 5, research and its outcomes elaborated within contract performance, the Contractor shall be obliged to:
 - a. put information concerning the fact that studies were performed in a project thanks to the project (if applicable),
 - b. use in published papers affiliation of the Ordering Party as well as (name of the unit).

9. The Contractor, acting in consultation with Tutor/research group manager/project manager, shall undertake all available actions in order to all publications performed under this contract may be counted towards publication records of (name of the unit), what will be confirmed by the Volunteer by filing statement - attachment No. 1.

§ 12

Information clause as regards the Contractor's personal data under Article 13 (1) and (2) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC consist attachment No. 2 hereto.

§ 13

1. In case of impossibility to start or complete the Work, the Contractor shall immediately inform the Ordering Party about that fact.
2. In case of situation referred to in paragraph 1, the Ordering Party is entitled at their own discretion to:
 - 1) rescind the contract;
 - 2) change the Work performance deadline in the form of a written annex hereto.

§ 14

Any amendments hereto shall be in writing in the form of an annex, otherwise null and void.

§ 15

Matters not settled herein shall be governed by provisions of Polish law, including the Civil code, the act on copyrights and related rights, the act – Law on industrial property, 'Regulation for intellectual property management and commercialisation rules in the Jagiellonian University' adopted by the JU Senate on 24 June 2015 by means of resolution No. 102/VI/2015 and relevant legal acts of the Ordering Party issued in the future.

§ 16

Disputes resulting from this Contract will be solved by courts with jurisdiction over the registered seat of the Ordering Party.

§ 17

The contract was drawn up in triplicate, one copy for the Contractor and two copies for the Ordering Party.

.....
The Ordering Party

.....
the Contractor

Attachment No. 1
Model statement as regards publication

Name and surname:
Organisational unit:
Phone No., e-mail:

STATEMENT
of an author of a published study as regards affiliation of the Jagiellonian
University/Jagiellonian University Medical College

I hereby declare that the following published studies of my authorship (co-authorship):

.....
Title of published study
in the journal

.....
Journal title, year, No., pages

ISSN:

constitutes a part of publication records of the organisational unit of the Jagiellonian
University/Jagiellonian University Medical College:

.....
Name of the organisational unit

Kraków,

.....
(Contractor's signature)

INFORMATION REGARDING PERSONAL DATA PROCESING

In accordance with Article 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (general data protection regulation, hereinafter referred to in as ‘GDPR’) Jagiellonian University informs you that:

1. Jagiellonian University , ul. Gołębia 24, 31-007 is the controller of your personal data.
2. Jagiellonian University appointed Data Protection Officer, ul. Gołębia 24, 31-007 Kraków. You may contact the Officer via e-mail: iod@uj.edu.pl or phone no. 12 663 1225.
3. Your personal data will be processed for the purposes of:
 - preparation as well as execution of the contract for a specific task – Article 6 (1) (b) of the GDPR;
 - performance of the Controller’s legal obligations related to the concluded contract – Article 6 (1) (c) of the GDPR;
 - performance of justified Controller’s interest by pursuing possible claims or protect against claims related to the concluded contract – Article 6 (1) (f) of the GDPR.
4. Providing your personal data is the condition for conclusion as well as execution of the abovementioned contract and for performance of the Controller’s obligations. Failure in providing personal data shall result in lack of possibility to conclude and execute the contract.
5. Collected personal data may be disclosed to institutions and public authorities authorised to process such data on the basis of generally applicable laws as well as to entities processing personal data under Controller’s mandate in connection with performance of an entrusted task.
6. If your personal data will be processed within the Office 365 service, it may be transferred to third countries on the basis of concluded entrustment agreement together with clauses as well as guarantee of implementation by Microsoft of the document called ‘Privacy Shield’.
7. Your personal data will be processed by the period indispensable to prepare as well as execute the contract, including mutual settlements, for the period indispensable to establish and pursue own claims or protect from claims and for the period of documentation archiving – 5 or 10 years. – please enter one of these terms.
8. You have the right to: access to your data as well as rectify, erase, restrict processing, transferring data, the right to object against processing – under conditions and rules determined in GDPR.
9. Your personal data neither will be the subject of automated decisions making, nor shall be used for profiling.
10. In the case of determining that processing of your personal data violates the GDPR you have the right to file a complaint with the President of Personal Data Protection Office.

I hereby confirm I have read and I accept the above information.

.....
Place, date, legible signature