

UD-4

**WORK CONTRACT No. [Umowa o dzieło]¹
with Transfer of Author's Economic Rights (Copyright) and Related Rights**

(applicable to lectures)

Made and entered into

In accordance with the procedure referred to in Article 2(1)(1) of the Act of 11 September 2019 on the Public Procurement Law [*Prawo Zamówień Publicznych*], and under Ordinance No. 25 of 5 February 2021 issued by the Rector of the University of Silesia in Katowice [*Rektor Uniwersytetu Śląskiego w Katowicach*], on the Implementation of 'Rules for Application for and Award of Public Contracts by the University of Silesia in Katowice', on..... [date] in Katowice, between:

The University of Silesia in Katowice [*Uniwersytet Śląski w Katowicach*] (**the University**), represented by

the Rector, prof. Ryszard Koziołek

And

Ms/Mr (**the Contractor**)

PESEL No.....,

NIP No. [Taxpayer Identification Number]***

Date of Birth Residence address

Tax office [*Urząd Skarbowy*].....

§ 1

The University agrees to order and the Contractor agrees to provide as follows: delivery of three lectures in English language. The lectures on various aspects of entrepreneurialism and innovation ecosystems, listed in an order that timewise might be changed, will be dedicated to the following audiences and with the following features:

1. **students**: 1,5 hour lecture underlining the fundamentals of start up creation, of soft skills, of creativity required to face the new market challenges;
2. **teaching staff**: 1,5 hour lecture underlining the fundamentals of the student entrepreneurship, of teaching competencies in new technologies, in cross sectorialization of the solutions, in requirements of education to match the labour market;
3. **citizens**: 1,5 hour lecture underlining the fundamentals of both markets (Slaskie region and coming region), differences and similarities to find eventual collaboration paths;

in the academic year: 2021/2022 semester: summer

(the Work) [Dzieło]

§ 2

The Contractor will commence the Work [Dzieło] on 9-13.05.2022, and the Parties agree that the work shall be completed by 13.05.2022.

¹ Polish names, titles, legal terms and/or their translations are given in square brackets.

§ 3

The Contractor represents that that he or she possesses adequate qualifications, skills and knowledge, as well as permissions – if required – to perform the work in a due and proper manner, in accordance with the norms and standards applicable so that the contract be performed according to the objectives for which it was entered into.

§ 4

The work shall be performed at the following location: premises of the University of Katowice (exact location to be defined) for the lectures addressed to students and teaching staff and a meeting spot in the City of Katowice for the lecture addressed to citizens (to be defined).

§ 5

The work will be delivered in form of a lecture abstract and accepted following a protocol [*protokół odbioru dzieła*] made and signed by the Parties.

§ 6

The Parties agree that the subject-matter of the contract specified in § 1 hereof will be performed under the following terms and conditions:

- 1) The Contractor will personally perform the contract. The breach of this provision allows the University to immediately terminate the contract. In that case the Contractor has no right to claim damages or other compensation;
- 2) While performing the contract, the Contractor is responsible to the University for any risks connected with and any results following from performance of activities the Contractor was entrusted to perform;
- 3) The Contractor undertakes to obey and comply with the University's internal rules and regulations;
- 4) Subject to § 6(6), the University is responsible to third parties for any actions taken by the Contractor in connection with performance of the contract;
- 5) The University reserves the right of recourse to the Contractor in the event the University satisfied a third party's claim(s);
- 6) Pursuant to § 6(5), the Contractor will immediately inform the University of any damage made by the Contractor or any specific claims filed against the Contractor.

§ 7

Given that the subject-matter of the contract will be performed in accordance with Article 15(3)(3) of the Act of 11 March 2004 on the Tax on Goods and Services [*Ustawa o podatku od towarów i usług*], the Contractor's services will not be subject to VAT.

§ 8

1. The University will pay the Contractor **EUR 2500 gross** (say two thousand and five hundred euros) for the performance of contract (the Work ordered). 20% tax will be deducted from the amount.
The payment will be made from the funds of: „Transform4Europe T4E: The European University for Knowledge Entrepreneurs”, Grant Agreement 101004048 – T4E, Erasmus +, European Universities Initiative.
2. The remuneration referred to in § 8(1) will comprise the remuneration for the transfer of the author's economic and related rights to the University.
3. Payment will be made to the current and savings bank account [*ROR*] indicated by the Contractor within the deadline for payment laid down by the University.
4. Payment will be made on the basis of the Contractor's invoice [*rachunek*] which must be approved by a person authorised by the University.
5. The remuneration does not cover reimbursement of expenses of travels undertaken by the Contractor at the request of the University in order to perform this contract.
6. Any amounts payable for business travel, as referred to in 8(5) above, will be reimbursed by the University in accordance with the Regulation of 29 January 2013, issued by the Minister of Labour and Social Policy, on Amounts Payable to an Employee of a State or Local Governmental Budgetary Unit for Official Travel and under Ordinance No. 30 of 20 April 2016, issued by the Rector of the University of Silesia, on the introduction of 'Guidelines for Determining and Settling Amounts Payable for Business Travel to Employees, Non-Employees of the University of Silesia and Visitors'.

§ 9

1. The Contractor represents as follows:

- 1) The work is original and unique and is a result of the Contractor's creative activity of individual nature and the Contractor is entitled to the author's economic rights (copyright) and related rights to the Work insofar it allows a non-defective execution of this contract;
 - 2) The work does not infringe the author's economic rights of a third party, in particular their intellectual property rights and personality rights [*dobro osobiste*];
 - 3) The work has not been disseminated or made accessible via any media or means of dissemination.
2. Where the representation contained in § 9(1) is found by the University to be untrue or where the University finds that there are legal defects in the Work, the University is entitled to rescind the contract and claim repayment of the remuneration including the statutory interest accrued from the day of payment of remuneration to the Contractor till the day of return of remuneration. The University is also entitled to seek compensation and redress of damage in whole.

§ 10

1. Upon payment of remuneration to the Contractor, the author's economic and related rights of the Contractor referred to in § 1(1) will be transferred to the University in their entirety and without any temporal or territorial limitations, in all fields of exploitation known at the time of performance of the contract, in particular:
 - 1) as regards fixing and reproduction of works - production of copies of a piece of work with the use of specific technology, including printing, reprographics, magnetic fixing and digital technology;
 - 2) as regards trading the original or the copies on which the work was fixed – placing on the market, letting for use or rental of the original or copies;
 - 3) as regards dissemination of works in a manner different from that defined in subparagraph 2 - public performance, exhibition, screening, presentation and broadcast as well as rebroadcast, and making the work publicly available in such a manner that anyone could access it at a place and time selected thereby;
 - 4)**
2. The Contractor authorises the University to exercise derivative rights without limitation.
3. The Contractor transfers to the University the exclusive right to permit the exercise of his/her derivative copyright connected with any derivative work, including in particular modification and adaptation of the work in all existing fields of exploitation, including those listed above.
4. The foregoing does not limit the author's moral rights of the Contractor.
5. The Contractor authorises the University to use the pieces of work which are the subject-matter of this contract and to manage their use in their entirety without limitation.
This authorisation may be transferred by the University onto third parties, without a separate written consent of the Contractor.
6. The Contractor consents to any change, update and supplementation of the work by the University. All rights in this respect will be vested in the University.
7. The University has the right to use the results of the conducted research work for the purposes of research and education.
8. The results of the conducted research must not be made accessible or used in the form of scholarly/academic publication without the University's written consent.

§ 11

1. Where a third party makes a claim against the University for infringing their intellectual property rights, including the author's economic rights, the Contractor will take all steps necessary to defend the University against such claims. In a case where, following the submission of such claims, the University or third parties that have been granted by the University the right to use the work, have to stop using it in whole or in part or where a court judgment to make a payment in favour of a third party for any reason whatsoever has been issued, the Contractor will redress all damage resulting from the third party's claims, including reimbursement of costs and expenses incurred in connection with those claims.
2. The Contractor will immediately notify the University of any claims referred to in § 11(1) made against the Contractor.

§ 12

1. For non-performance or improper performance of obligations arising from the contract, the Contractor will be obliged to pay the University liquidated damages [*kara umowna*] irrespective of whether the damage has occurred.
2. The Contractor will pay the University the following damages:
 - 1) For each started day of delay in making a performance for which the University or the Parties set a deadline – 0.2 percent of the remuneration referred to in § 8(1);

- 2) For non-performance or improper performance of work the Contractor was bound to perform, with the exception of the performance mentioned in § 12(2)(1) above, 10 percent of the remuneration referred to in § 8(1);
- 3) For rescinding the contract by the University for reasons attributable to the Contractor, 15 percent of the remuneration referred to in § 8(1).
3. 'Improper performance' is taken to mean performance which is different from the one provided for in the contract.
4. The aggregate limit of the liquidated damages, referred to in § 12(2), which the University is entitled to claim from the Contractor, amounts to 20 percent of the remuneration referred to in § 8(1) of the Contract.
5. If the liquidated damages do not cover the damage incurred, the University will have a right to seek compensation by way of general principles.
6. Liquidated damages or compensation due to the University under this contract will be deducted from the Contractor's remuneration.
7. If liquidated damages or compensation cannot be paid in accordance with § 12(5) above, the Contractor will pay money due to the University's bank account specified in the debit note within 14 days of issue of such debit note.
8. While retaining all the rights and claims against the Contractor, the University has the right to rescind the contract within 30 days of learning that any of the following circumstances occurred:
 - 1) The Contractor did not commence or stopped performance of the subject-matter of the contract or did not perform the subject-matter of the contract by the deadline set in the Contract;
 - 2) The Contractor was notified in writing by the University of the improper performance of the contract or performance of the contract in a manner inconsistent with the terms of the contract (e.g. the Contractor has displayed *culpa lata*, i.e. gross negligence in teaching or failed to teach where so required; the Contractor failed to attain the objectives or cover the thematic scope of the contract in whole and by the deadlines set in the contract) and despite the previous notification the Contractor did not correct performance in this respect;
 - 3) The Contractor lost properties which are essential for the performance of the contract;
 - 4) The Contractor caused damage to the University.
9. Where there occurs an essential change in the circumstances that makes the performance of the contract be not in the public interest, which could not have been foreseen at the time of the conclusion of the contract, the University may rescind the contract within 30 days of learning of such circumstances. The Contractor has a right to claim remuneration due to the Contractor only for the partial completion of the contract.
10. Notice to rescind the contract must be submitted in writing in order to be valid.

§ 13

1. On the basis of Article 29 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th 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 as "GDPR", the University, acting as the personal data controller, and in relation to personal data obtained from other controllers for the purpose of their processing, authorises the Contractor to process the personal data, to the extent necessary and for the purpose compliant with the proper performance of the Contract.
2. The authorisation is valid for processing of personal data, controlled and/or obtained by the University for processing in standard form, i.e. on paper (e.g. files, records, registers, lists, etc.) and/or electronic form, within the authorised access to the IT systems.
3. This authorisation expires upon the termination of the Contractor's legal relationship with the University and/or is valid until the tasks and obligations resulting from the scope of the present Contract are performed.
4. The Contractor is obliged to:
 - 1) keep confidential the personal data to which he has or will have access in connection with the performance of the duties entrusted to him, and not use them for any purpose other than the performance of the present Contract;
 - 2) keep the personal data confidential after completion of the tasks and duties entrusted to him, as well as termination of the legal relationship with the University;
 - 3) protection of personal data against accidental or unlawful destruction, loss, modification, unauthorised disclosure and access to personal data by unauthorised persons and disclosure of methods of protecting such data;
 - 4) report without undue delay, no later than within 24 hours, to the e-mail address: administrator.danych@us.edu.pl of any identified breach of personal data protection, and describe the circumstances of the event, the scope and effect of the loss or disclosure of data to unauthorised persons.
5. The Contractor declares that he has read the provisions on the protection of personal data, including the GDPR and the Act of 10th May 2018 on the protection of personal data, and undertakes to comply with the rules for the processing of personal data specified in these legal acts.

6. The Contractor, in connection with the performance of the tasks resulting from the scope of the Contract, undertakes to comply with the rules and procedures for the protection of personal data in force at the University of Silesia in Katowice.
7. The University has the right to control the processing of personal data to which the Contractor will gain access.
8. The Contractor shall be liable for damages resulting from his actions, caused by the processing of personal data inconsistent with the Contract, in particular damages caused by disclosure to unauthorised persons, processing of personal data in violation of the law in force in Poland and unauthorised modification, loss, damage or destruction of data.

§ 14

1. The controller of your personal data is the University of Silesia in Katowice, ul. Bankowa 12, 40-007 Katowice, e-mail address: administrator.danych@us.edu.pl.
2. Data Protection Officer has been appointed. Communications may be sent by post to the following address: ul. Bankowa 12, 40-007 Katowice or via email sent to e-mail: iod@us.edu.pl.
3. Under this Contract, the Personal Data Controller will process the following personal data: full name, address, PESEL No., date of birth, bank account number, NIP Number, employee's identification number.
4. The legal basis for processing of personal data is, under Article 6(1)(b)-(c) of GDPR, the necessity to execute a civil-law contract and to perform a legal duty by the Personal Data Controller in order to settle accounts and taxes.
5. Your personal data will be kept for the duration of this contract and until any possible claims connected with it and following from the Polish Civil Code will expire.
6. We will transfer your data to the entities processing it at our request, as well as public bodies and entities entitled to receive such data under law.
7. You have the right to access, rectify, and delete your personal data. You have also the right to restrict your personal data processing. In addition, also the right to transfer the data and the right to object to the processing of personal data.
8. Your personal data will be neither processed by automated means nor profiled.
9. You have the right to file a complaint with the President of the Personal Data Protection Office [*Prezes Urzędu Ochrony Danych Osobowych*].

§ 15

Any and all changes of and amendments to this contract must be made in writing in order to be valid. They take effect when they have been signed by both parties.

§ 16

Matters not regulated in this contract will be governed by the Polish Civil Code [*Kodeks cywilny*] and the Act on the Copyright and the Related Rights [*ustawa o prawie autorskim i prawach pokrewnych*].

§ 17

Any disputes arising from this contract will be resolved by a proper common court.

§ 18

This contract has been made in three identical copies, two for the University, and one for the Contractor.

CONTRACTOR

UNIVERSITY

.....

.....

BURSAR

(confirmation of available funds)

.....

True account assignment object: Cost centre [nr MPK] _____

Statistical account assignment object: Order no. [nr zlecenia] _____

True account assignment object: Order [nr zlec] _____

Statistical account assignment object: WBS no. [nr PSP] _____

True account assignment object: WBS element [el PSP] _____

Statistical account assignment object: Order no. [nr zlecenia] _____

Signature of authorised person

- * This must be completed by Employees
- ** Please write in the space provided if needed
- *** Applicable to employees running a business

