

**A model of a contract for defined work with the
transfer of copyrights entered with a natural
person not conducting an economic activity**

.....
(Stamp of the UW organisational unit)

Source of financing.....
(PSP Component) (Contract number)

DEFINED WORK CONTRACT WITH COPYRIGHT TRANSFER¹

No......
(successive contract No./ UW organisational unit code/year)

entered into on....., in Warsaw between²/concluded between³:

The **University of Warsaw**, with its registered office in Warsaw, 26/28 Krakowskie Przedmieście, 00-927 Warsaw, NIP (Tax ID No.) 525-001 -12-66, REGON (Statistical ID No.) 000001258, represented by

.....
(name and surname) (position)

acting under power of attorney No. granted by the Rector of the University of Warsaw, hereinafter referred to as the “**Contractor**”
and

.....
(name and surname)

PESEL (Citizen ID No.)/ Passport No. ⁴.....,
residence address:
e-mail address:.....,
hereinafter referred to as the “**Provider**”,

- hereinafter individually referred to as the “**Party**”, and jointly as the “**Parties**”,

¹The Contract requires the Parties to make declarations of intent in writing or electronically (for an electronic form of legal transaction, it is sufficient to make a declaration of intent in electronic form, bearing a qualified electronic signature).

²For contracts concluded in a written or hybrid mode (declarations of intent expressed in a written and electronic form). Delete if not applicable.

³For contracts concluded in an electronic form. Delete if not applicable.

⁴Passport No. in the case of a non-resident of Poland.

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agree as follows:

§ 1. Subject matter of the Contract

1. Under this contract, hereinafter referred to as the “**Contract**”, the Contractor orders, whereas the Provider undertakes to perform personally the following specific work:.....
..... (hereinafter referred to as the “**Work**”).
2. Detailed requirements to be complied with by the Work are set out in the Scope of Work, attached as Appendix No. 1 to the Contract.
3. The Provider represents that the Work shall be a work within the meaning of the Act of 4 February 1994 on copyright and related rights of 4 February 1994 on the Copyright and Related Rights.

§ 2. Date and place of Work delivery

1. The Work will be performed in the period between and
(day, month, year) (day, month, year)
2. The Provider shall complete and deliver the Work, free from any defects, to the Contractor (mark as appropriate):
☐ in full on (insert date)
☐ in stages within the following deadlines (specify what will be performed in each stage and the performance schedule):
Stage 1:
Stage 2:
.....
3. The Work will be delivered
(place and manner of delivering the Work)

§ 3. Acceptance of the Work

1. The person authorized to accept the Work on behalf of the Contractor, to call for the removal of its defects and to request copies of the materials referred to in section 6 will be
(name and surname, position)
or any other person authorized by the Contractor in writing.⁵
2. Within (specify the number of days) days, commencing on the date of delivery of the Work by the Provider, the Contractor shall:
 - 1) accept the Work, or
 - 2) request the Provider to remove the defects.
3. If the Provider is called upon by the Contractor to correct defects, the Provider shall be obliged to correct the defects and return the corrected Work to the Contractor at its sole

⁵The authorization must be given in writing or electronically by a person authorized to represent the Contractor and to authorize the acceptance of the subject matter of the contract.

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expense, within a period not exceeding (specify the number of days)..... days, counting from the date of delivery of the call.

4. After the ineffective lapse of the time limit specified in section 3, the Contractor shall be entitled to withdraw from the Contract.
5. The acceptance of the Work is confirmed by the Contractor in the Work acceptance protocol the model of which constitutes Appendix No. 14 to the Ordinance No. 82 of the Rector of the University of Warsaw of 1 August 2019 on civil law contracts (UW Monitor, item 226, as amended).
6. At the Contractor's request, the Provider shall be obliged to provide the Contractor with copies of all materials, including data, documents and statements on the basis of which the Work has been prepared, within a period not exceeding (specify the number of days) days, counting from the date of receipt of such request.
7. The provisions of sections 1 to 6 apply respectively to the acceptance of the Work performed in stages and to the subsequent acceptance of the corrected Work by the Contractor, in accordance with the provisions of section 3.

§ 4. Delay

1. For each day of delay in the delivery of the Work, or in the removal of its defects, the Provider undertakes to pay to the Contractor a contractual penalty amounting to% of the remuneration referred to in § 6, section 1. The total amount of contractual penalties payable to the Contractor shall not exceed the amount of PLN
2. Notwithstanding the obligation to pay the contractual penalty, the Contractor may unilaterally permit an additional period of (specify the number of days) days for the Provider to deliver the Work, which includes the removal of any defects, and reserves the right to terminate the Contract if the Work is not delivered within this additional period.
3. The Contractor shall be entitled to claim damages in excess of the stipulated contractual penalty.
4. The Provider agrees to the deduction of the contractual penalties from the remuneration due to it, without separate request. Unless the contractual penalties are deducted from the current receivables of the Provider, they will be paid on the basis of a separate demand for payment.

§ 5. Copyrights

1. The Provider declares that they shall be entitled to exclusive copyright in the Work as a whole, including any works incorporated in the Work, and shall hold the personal copyright and *sui generis* rights (in the case of the Work which is a database) to the extent necessary to perform the Contract.
2. Upon acceptance of the Work by the Contractor, the Provider transfers to the Contractor the copyrights to the Work in all available fields of exploitation, and in particular:
 - 1) within the scope of recording and multiplication of the Work - production of copies of the Work by any technique, including printing, reprography, magnetic, IT, digital, photographic, phonographic, audio, visual, audio-visual, multimedia,

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- in any system, standard or format and on any type of media, including permanent or temporary storage in a computer or other electronic device;
- 2) within the scope of trading the original or copies on which the Work has been recorded - marketing, lending or renting the original or copies;
 - 3) with respect to distribution of the Work in a manner other than specified in subsection 2 - public performance, exhibition, display, reproduction as well as broadcasting and re-broadcasting, as well as making the Work available to the public in such a way that everyone can have access to it at a place and time of their own choosing;
 - 4) (supplement if necessary);
 - 5)
3. If the Work is a computer program, the Provider, upon acceptance of the Work by the Contractor, shall transfer to the Contractor the economic copyrights to the Work, including the source code, in all available fields of exploitation, and in particular:
 - 1) permanent or temporary reproduction of the computer application in whole or in part by any means and in any form, insertion, display, use, transmission and storage of the computer application;
 - 2) translations, adaptations, rearrangements or any other changes to the computer application;
 - 3) distribution, including the lending or rental, of the computer application or copies thereof;
 - 4) (supplement if necessary);
 - 5)
 4. The Provider transfers to the Contractor the exclusive right to exercise derivative rights to the Work and to permit the exercise of such rights in the fields of exploitation indicated in sections 2 or 3 as of the date of acceptance of the Work by the Contractor. In the case of the Work being a database, the Contractor also acquires the exclusive right to compile it and to authorize third parties to compile it, as from the date of accepting the Work.
 5. The Contractor shall be authorized to exercise the right to make changes to the Work, its additions or corrections, abbreviations, division into parts and combining the Work with other works or works not within the meaning of the Act on Copyright and Related Rights of 4 February 1994. The Provider authorizes the Contractor to decide freely on the first instance of making the Work available, on the use or exploitation of the Work, without any limitations, including without any limitation of time, territory or any restriction on the purpose of the use of the Work. The Provider undertakes not to exercise the rights referred to in this section.
 6. Ownership of the copies or media on which the Work has been recorded shall pass to the Contractor on the date of acceptance of the Work.
 7. In the event that new fields of exploitation of the Work unknown at the date of conclusion of the Contract arise after conclusion of the Contract, the Provider undertakes to transfer free of charge to the Contractor the copyrights to the Work in such new fields of exploitation on the same basis as specified in the Contract.

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8. The source code will be delivered to the Contractor in a form that allows the Contractor to freely read the source code, as well as save the code on another carrier and bring this source code to an executable form (in particular by means of compilation) on an appropriately equipped computer workstation. Completion will be confirmed by signing the Work acceptance protocol (delete if not appropriate).
9. In the case of the Work being a database to which the Act of 27 July 2001 on the protection of databases applies, the Provider shall also transfer to the Contractor, upon acceptance of the Work, the exclusive and transferable right of retrieval and secondary use of the data in its entirety or in a substantial part as to quality or quantity.

§ 6. Remuneration

1. For the due performance of the Contract, including the completion of the Work and the transfer of the economic rights to the Work, the transfer of the ownership of the media on which the Work was recorded, the transfer of *sui generis* rights (in the case of the Work which is a database), and the granting the power of attorney and approvals mentioned in this Contract, the Provider shall be entitled to a lump-sum remuneration only in the total amount of (in words: PLN) gross.
2. The Parties both agree that the Contractor will not be liable to the Provider for any amount above and beyond the amount referred to in section 1 in relation to the remuneration in consideration for performance of the subject matter of the Contractor.
3. The Provider undertakes to issue and deliver to the Contractor a bill within 30 days following the date of acceptance of the Work by the Contractor. The Bill referred to in the preceding sentence shall be drawn up in accordance with the model set out in Attachment No. 10/11 (delete as appropriate)⁶ to Ordinance No. 82 of the Rector of the University of Warsaw of 1 August 2019 on civil law contracts.
4. The payment of the remuneration will be made by bank transfer to the Provider's bank account No.: or to any other Provider's bank account indicated to the Contractor by the Provider in the form of a separate written statement, with the proviso that if the Provider has concluded more than one civil law contract with the Contractor, then payments shall be made to a single bank account most recently designated by the Provider. The payment will be made within 30 days from the date of delivery of a correctly issued bill to the Contractor.
5. If the Work is received in stages, the Provider has the right to the remuneration for the proper performance of the contract for each stage of the Work completed, following its acceptance and amounting to:
 - 1) I instalment (in words: PLN.....) gross.
 - 2) II instalment (in words: PLN.....) gross.
 - 3)

⁶Indicate Attachment No. 10 if the contract is concluded with a resident of Poland, or Attachment No. 11 when the contract is concluded with a person who is not a resident of Poland.

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The provisions of sections 3 to 4 shall apply respectively.

6. The date of payment of the remuneration shall be the date on which the bank account of the Contractor is debited with the amount of the payment.
7. The Provider shall not, without the written consent of the Contractor, transfer to third parties the claims arising from the contract or to set off their own claims against that of the Contractor. Any set-off or transfer of receivables made without the prior consent of the Contractor shall be ineffective for the Contractor.

§ 7. Provider's Representations and Commitments

1. The Provider represents that he/she:
 - 1) is an employee of the University of Warsaw engaged under a contract of employment or appointment ☐ **yes** ☐ **no**;
 - 2) is employed outside the University of Warsaw under a contract of employment ☐ **yes** ☐ **no**;
 - 3) is retired or in receipt of disability allowance ☐ **yes** ☐ **no**.
2. The Provider represents that possess the knowledge, qualifications and experience necessary for the proper performance of the subject matter of the Work,
3. the Provider represents that he/she is not a party to any legal relationship that would limit or prevent the Provider from the proper performance of the Contract, in particular that the performance of the contract by the Provider does not require the prior consent of any third party.
4. The Provider declares that the Work created in connection with the performance of the Contract will not infringe the law, nor the rights of third parties, and undertakes to indemnify the Contractor for any damage suffered by the latter in the event of any representation to the contrary. The Provider undertakes to satisfy, at its own expense, any justified claims by third parties for infringement of their rights as a result of statements made in this paragraph inconsistent with the actual state, and in the event that these claims are settled by or awarded against the Provider, to reimburse, at the request of the Contractor, the covered claims and all related expenses, including the costs of court, arbitration, administrative or settlement proceedings.

§ 8. Processing of personal data

1. The Parties declare that they are aware of the legal provisions concerning the protection of personal data, including in particular the provisions of 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) (Official Journal of the EU L 119 of 04.05.2016, p. 1, as amended), hereinafter referred to as “**GDPR**”, and the Act of 10 May 2018 on the protection of personal data.
2. The University of Warsaw, as the data controller within the meaning of Article 4(7) of the GDPR, makes available to the Provider personal data (official data) of the persons

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representing the University of Warsaw and persons participating in the performance of the Contract, based on the signed employment contracts or civil law contracts the processing of which is necessary for the purposes of the legitimate interests of the controller, i.e. the conclusion and performance of the Contract in question, pursuant to Article 6(1)(b) or (f) of the GDPR.

3. The University of Warsaw hereby declares that provided the persons referred to in section 2 with the information set out in Articles 13 and 14 respectively of the GDPR.
4. Furthermore, the University of Warsaw informs that the electronic version of the information concerning the processing of personal data by the University of Warsaw, and provided to the Provider, is also available at the following webpage:
<https://odo.uw.edu.pl/obowiazek-informacyjny/>.

§ 9. Final provisions

1. All appendixes to the contract form integral parts hereof.
2. Any amendment, termination or rescission of the Agreement by mutual agreement of the Parties shall be made in writing or in electronic form, otherwise null and void.
3. In matters not regulated by the Contract, the provisions of Polish law shall apply, including the Act of 23 April 1964 - Civil Code, and the Act of 4 February 1994 - Civil Code on Copyright and Related Rights.
4. The Parties undertake to resolve any disputes in connection with the Contract amicably in the first instance. Should this prove impossible, such disputes shall be submitted to the common courts of law having jurisdiction over the Contractor's registered office.
5. The Contract has been entered into pursuant to Article of the Public Procurement Law of 11 September 2019.
6. The contract was drawn up in two counterparts, one for each Party⁷/ The Contract shall enter into force on the date of signing by the last of the Parties.⁸

Appendixes to the Contract:

- 1) Appendix No. 1 - Scope of Work;
- 2) Appendix No. 2 - Declaration of the University of Warsaw employee (delete if not applicable).

Provider

Contractor

⁷For contracts concluded in a written or hybrid mode. Delete if not applicable.

⁸For contracts concluded in an electronic form. Delete if not applicable.

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Bursar/Deputy Bursar/Bursar's Representative

Copy in English for Reference Purposes Only

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BPR January 2024

Appendix No. 2 to the Contract for Defined Work with Transfer of Copyrights

No.:

(successive contract No./ UW organisational unit code/year)

**DECLARATION
of the University of Warsaw employee**

I hereby declare that:

- 1) The Work will be performed outside applicable working hours and outside the scope of duties under the employment relationship;
- 2) I am not on sick leave or convalescence leave.
- 3) I am / am not (mark as appropriate) on study leave (delete if not applicable).

signature of the Provider

I hereby confirm:

signature of the immediate superior

Approval:

signature of the unit head

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