Annex 4a

to the Principles of concluding civil law contracts with individuals by Częstochowa University of Technology

(Order No. 66/2020 of the Rector of CUT of 29.12.2020)

 **CONTRACT FOR SPECIFIC WORK No. …………………..**

**WITH TRANSFER OF AUTHOR’S ECONOMIC RIGHTS\***

For the performance of research and development services (to the exclusion of services specified under CPV codes from 73000000-2 to 73120000-9, 73300000-5, 73420000-2 and 73430000-5, set out in the Regulation (EC) of the European Parliament and of the Council No. 2195/2002 of 5th November, 2002 on the Common Procurement Vocabulary (CPV) (Official Journal of the European Community L series 340 of 16.12.2002, pp. 0001-0562; OJEU – special Polish edition, Chapter 6, vol. 5, p. 3 as amended), referred to hereinafter as the “Common Procurement Vocabulary”, which satisfy all of the following conditions:

* benefits from the services accrue solely and exclusively to the Contracting Party for the needs of the Contracting Party’s own activity;
* the entire remuneration for the service provided is paid by the Contracting Party.

Entered into on …………………………. in Częstochowa by and between:

**Częstochowa University of Technology (Politechnika Częstochowska),**

ul. Dąbrowskiego 69, 42-201 Częstochowa, NIP (Tax Id. No.): 573-011-14-01,

referred to hereinafter as the **“Contracting Party”**, represented by:

1. **Rector / Vice-Rector\* …………………………………………………………….**

 with financial countersignature **of the Bursar** **……………………………………..**

and

 **Mr. / Ms. …………………………**, referred to hereinafter as the **“Contractor”.**

Persons authorized to exercise supervision over the correct performance of the Contract are:

1. **Dean\*\* ……………………………………………………………………………….**
2. **Work / Project Manager\* ………………………………………………………….**

**Article 1.**

**Object of the Contract**

The Contracting Party assigns and the Contractor undertakes to perform the Task /Work\* …………………………………………………… referred to hereinafter as the Object of the Contract.

**Article 2.**

**Terms and Conditions of the Contract Performance**

1. The place of the Contract performance is ………………………………………………

The Object of the Contract shall be executed on or before ……………………………..

1. The Object of the Contract shall be delivered to the Contracting Party in the following form: …………………… (e.g. printed – number of copies, electronic – type of data carrier and number of copies, file format – editable / non-editable).
2. The Contractor shall deliver the Object of the Contract described in Art. 1 at his / her own cost and expense to the Contracting Party to the address: Politechnika Częstochowska, ……………………………………………………, 42-201 Częstochowa.

The Contracting Party’s representative for acceptance of the Work is ………………..

Until the acceptance of the Object of the Contract*,* confirmed by the delivery and acceptance report, the Contractor bears all risk of its accidental loss or damage.

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\* Delete inapplicable

*\*\** In case of an organizational unit other than a Faculty, enter the name of its manager / director.

1. The Contractor declares that execution of the Object of the Contract is not included within the scope of activities covered by his/her contract of employment with the Contracting Party.
2. The delivery of the Object of the Contract to the Contracting Party shall be confirmed by both Parties hereto by a delivery and acceptance report. The Contracting Party reserves the right to refuse to accept the whole or a part of the Work if the said Work contains any defects of form and / or substance and in particular if the Work fails to comply with the formal principles adopted by the Contracting Party.
3. Should any defects be found during the final acceptance procedure, the Contracting Party will refrain from acceptance until the defects are removed, setting the time limit for the defect removal. After the defects have been removed, the Parties will resume the acceptance procedure. If the time limit set for defect removal exceeds the time limit for the execution of the Object of the Contractset out in par. 1 of this Article, the Contracting Party shall not forfeit its right to contractual penalty for delayed completion of the Object of the Contract.
4. The Parties agree that the physical carrier of the Work will be stored in ………………. for the period of 6 years, counting from the end of the calendar year in which the Object of the Contract was delivered. The person responsible for the carrier storage in the aforesaid place is ………………………………………………………………………….
5. With respect to the execution of the Object of the Contract the Contractor shall be liable to the Contracting Party for physical and legal defects of the Contract Object (statutory warranty) according to the provisions of the Polish Civil Code.

**Article 3.**

**Remuneration**

1. The Parties agree that for the timely and faultless execution of the Object of the Contractthe Contractor will be paid lumpsum remuneration in the total amount of ……………. PLN (say: PLN ………………………………………………………………………..………. ).
2. The remuneration referred to in the preceding paragraph will be transferred to the Contractor’s bank account after the execution of the Contract Object, within 30 days of the date of the submission of the properly completed invoice by the Contractor in the Financial Office of Częstochowa University of Technology.
3. If the execution of the Contract Object involves the necessity of travelling, the Contracting Party will cover /will not cover\* the costs of trips taken by order of the Contracting Party and other indispensable and approved expenses in the amount and according to the principles specified in the Rector’s order.
4. The Parties agree that the Contractor will not be liable to any third parties by reason of the performance of this Contract.
5. The Parties agree that assignment of claims arising from this Contract shall not be permitted.
6. The remuneration for the execution of the Object of the Contract will be financed from:

grants / subsidies / own income \* of …………………………………………………….

unit (cost unit number) ………………………………………………………………….

1. from teaching activity (direct cost):
* full-time studies / extramural (part-time) studies\*
* postgraduate studies/ conference / course \* …………………………………..

 (name and symbol)

* project …………………………………………………………………………..

 (task name and number)

* other …………………………………………………………………………….

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\* Delete inapplicable

1. from research activity:
* work …………………………………………………………………………….

 (task name and number)

* project: ………………………………………………………………………

 (task name and number)

1. indirect cost:
* Faculty expenses ………………………………………………………………
* University interdepartmental expenses ………………………………………..

**Article 4.**

**Withdrawal from the Contract**

1. The Contracting Party may withdraw from the Contractwith immediate effect in the event that the Contractor fails to fulfil or fulfills incorrectly (improperly) the provisions of this Contract, in particular if the Contractor delays the start or completion of the execution of the Contract Object to the extent that completion of the Work within the agreed time limit becomes impossible.
2. Withdrawal from the Contract is effected by a written statement, which can be served on the Contractor personally or sent by registered letter against return acknowledgement of receipt.
3. The Contractor may withdraw from the Contract if the Contracting Party unreasonably refuses to accept the Object of the Contract for a period longer than 30 days.

**Article 5 \*\***

**Transfer of Author’s Rights**

1. The Parties mutually agree that the Object of the Contract is a Work (manifestation of creative activity of individual nature) / is not a Work \* and satisfies the conditions set forth in the provisions of the Polish Copyright and Neighbouring Rights Act of 4th February, 1994 (Official Journal of Laws No. 1231/2019 as amended).
2. The author represents and declares that the Object of the Contract will have an original character, will have unique features and will not be a result of routine work. The author warrants that the Work will be created with respect for copyrights of other authors and with respect for personal interests of any third parties.
3. The author declares that he/ she is not a member of any organization for collective administration of copyright and he / she has not entered into a copyright administration agreement with any such organization.
4. The author declares that the copyright with respect to the Work will not be on the date of the Work acceptance by the Contracting Party limited by any third party rights nor will the use or disposal of the Work by the Contracting Party in accordance with the provisions of this Contract infringe the personal interests or rights of any third parties, and should any justified claims arise with respect thereto, the Author agrees to settle any such claims and to cover all and any costs, expenses and damage which the Contracting Party might incur or suffer due to any such claims having been made.
5. The Author declares that upon the completion of the Object of the Contract – the Work in the meaning of the Polish Copyright and Neighbouring Rights Act, described in this Contract – he / she transfers to the Contracting Party the author’s all economic rights to

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\* Delete inapplicable

\*\* Applies only to authors receiving author’s fees for transfer of author’s economic rights. If a specific work contract is entered into without transfer of the author’s economic rights, the whole article shall be struck out and marked with a note “Not applicable”.

the completed Work in the following fields of exploitation defined in the Copyright and Neighbouring Rights Act (mark the applicable):

🞎 rights to recording and reproduction of the Work: production of copies of the work through a specific technique, including printing, reprography, magnetic record and digital technique and in multimedia networks, including networks of the Internet and Intranet type, in particular on-line, also by computer printout, on each carrier known on the date of this Contract signature, in unlimited number of copies, carriers and reprints;

🞎 rights to circulation of the original or copies on which the work has been recorded – putting into circulation, lending or rental of the original or copies, in particular dissemination of the work without any limitation of quantity, separately or as a part of collective works, in particular by putting into circulation of the original or copies on which the work or fragments thereof have been recorded, including in the form of books (printed), electronic publications, in particular in collective works of the electronic database type, printed, in the form of an e-book, on each carrier known on the date of this Contract signature, as well as making available, including by transmission through multimedia networks, in particular the Internet and Intranet, on-line, through request-response communication, including also public sharing by making the work or a fragment thereof universally accessible in any place and at any time of anyone’s choice;

🞏 other fields of exploitation: */specify/* ………………………………………………..

…………………………………………………………………………………………...

………………………………………………………………………………………......

1. The Author shall not undertake any actions of competitive nature, irrespective of their form, against the Contracting Party and related to the Object of this Contract.
2. The Parties agree that payment for the Work execution is also the payment for transfer of the author’s economic rights, and the value of the Contract for Specific Work is inseparably connected with the transfer of the author’s economic rights and the Parties declare that the remuneration cannot be divided into the part related to the Contract for Specific Work and the part related to payment for transfer of the Author’s economic rights.
3. The Author’s economic rights to the Work will be transferred upon the Work handover to the Contracting Party.
4. The Parties mutually agree that upon the Work delivery to the Contracting Party the Author cannot exercise any provisions of civil law related to copyright and neighbouring rights in any form because the ownership title to the Work with regard to economic rights thereto belongs to the Contracting Party.

**Article 6**

**Contractual penalties**

1. The Contractor shall pay the Contracting Party a contractual penalty in the event of:
2. failure to comply with the time limit referred to in Article 2(1) herein - in the amount of 0.5% (say: zero point five per cent) of the remuneration referred to in Article 3(1) herein for each commenced day of delay,
3. withdrawal from the Contract due to reasons attributable to the Contractor - in the amount of 10% (say: ten per cent) of the remuneration referred to in Article 3(1) herein,
4. subject to par. 1(a) and (b) of this Article, in the event of non-performance or inadequate performance of the obligations hereunder - in the amount of 10% (say: ten per cent) of the remuneration referred to in Article 3(1) herein.
5. The Contracting Party can claim, in accordance with general legal provisions, additional compensation exceeding the penalties provided for in this Contract up to the actual value of the damage incurred.
6. The Contractor gives his/ her consent to deduction by the Contracting Party of accrued contractual penalties from the Contractor’s remuneration due for the performance of this Contract without the Contractor’s prior consent.

**Article 7.**

**Final provisions**

1. The Contractor shall not sub-contract the execution of the Object of this Contract to any third parties.
2. Any modifications or amendments to this Contract shall be made in writing, otherwise being null and void.
3. The following Appendices form an integral part of the Contract:
* Appendix No. 1 – Declaration of the Mandatary/ Work Contractor for Taxation and Insurance Purposes (Annex No. 5 to this Order).
* Appendix No. 2 – Delivery and Acceptance Report (Annex No. 6 to this Order).
1. Provisions of the Polish Civil Code shall apply to any matters which have not been provided for herein and if the Contract provides for transfer of the author’s economic rights – the Polish Copyright and Neighbouring Rights Act shall apply.
2. Should any provision of this Contractprove invalid, other provisions hereof shall be deemed by the Parties as valid and fully binding.
3. Any disputes arising from the performance of this Contractshall be resolved by the common court having jurisdiction over the Contracting Party’s seat.
4. The Contract has been executed in three identical counterparts, one for the Contractor and two for the Contracting Party.

**Article 8.**

**Personal Data Protection**

1. Pursuant to Art. 13 of the Regulation of the European Parliament and of the Council (EU) 2016/679 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 Mandator informs the Mandatary that the Administrator of the Mandatary’s personal data included in the Contract and in other documents related to entering into the Contract, its implementation, financial settlement and archiving is Częstochowa University of Technology with the registered office at ul. J.H. Dąbrowskiego 69, 42-201 Częstochowa, e-mail: *rektor@adm.pcz.czest.pl**.*
2. Personal data will be processed pursuant to Art. 6(1)(b), (c ) and (f) of the GDPR for the purpose of entering into, implementation, financial settlement and archiving of this Contract.
3. Contact details of the Data Protection Inspector:

E-mail: iodo@pcz.pl

Tel. 34 3250471

1. The provision of data is voluntary, but indispensable to enter into, perform and settle the Contract. In the event of any refusal to provide such data, it will be impossible to enter into the Contract.
2. Personal data can be made available to other entities in line with the applicable legal provisions. Recipients of personal data can be also entities that will process personal data on behalf of the Administrator under the concluded personal data entrustment agreement (the so-called data processors).
3. Personal data will be processed in line with the applicable legal provisions for the period necessary for accomplishment of the purposes of data processing referred to par. 2, but not shorter than the period referred to in the archiving regulations. Personal data will be stored in accordance with the provisions of the National Archival Resources and Archives Act of 14th July, 1983.
4. By reason of the processing of your personal data you are not subject to decisions which are based solely on automated processing, including profiling.
5. The Administrator does not intend to transfer personal data to any third state or international organization. Any transfer of personal data to a third state or an international organization can take place only in accordance with the GDPR provisions.
6. According to the principles specified in the GDPR you have the right of access to your data, right to obtain a copy thereof, right of rectification or restriction of processing, right to object on grounds of your particular situation, in the event that we process your data on the basis of our legitimate interest and the right to file a complaint with the supervisory authority i.e. the President of the Personal Data Protection Office.

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| ………………………………(Rector’s/ Vice-Rector’s signature) | …………………………………(Contractor’s signature) |

………………………………………………….

(Signature of the Dean/ Head of organizational unit)

………………………………………………….

(Signature of the Work / Project Manager)

………………………………………………………………………

(Confirmation of funds by an authorized officer)

………………………………………………………………………

(Date, signature and seal of the Bursar)

………………………………………………………………………

(Name, surname and signature of the person preparing the Contract)

………………………………………………………………………

(Name, surname and signature of the person responsible for storage of the Contract Object)