

**Specimen specific work contract including transfer of copyrights,
entered into with a natural person who is not engaged in an economic
activity**

.....
(stamp of the unit who is the
principal)

Financed from funds of

.....
(PSP component)

.....
(Order number in SAP)

SPECIFIC WORK CONTRACT INCLUDING TRANSFER OF COPYRIGHTS

no.
(successive contract no./UW's organisation unit code/year)

entered into on..... in Warsaw by and between:

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

..... ,
(first name and surname) (position)

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

and

..... ,
(first name and surname)
PESEL (Citizen ID No.)/passport no. 1

..... ,
usual address:

..... ,
hereinafter referred to as the **“Agent,”**

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

worded as follows:

Section 1 Subject matter of the contract

1. Under this contract, hereinafter referred to as the **“contract,”** the Principal orders,
whereas the Agent undertakes to personally perform the following specific work:

.....
¹ Passport number for a non-Polish resident

.....
.....
..... (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 Agent represents that the Work is a work within the meaning of the Copyright and Related Rights Act of 4 February 1994 (Dz.U. – Journal of Laws of 2019 Sec. 1231, as amended).

Section 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 Agent must complete and deliver to the Work, free from any deficiencies, to the Principal (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 (mark as appropriate):
 - in the registered office of the Principal,
 - at the registered office of the Agent,
 - elsewhere (specify):

Section 3 Work Receipt

1. The person authorised to receive the Work on behalf of the Principal, to request that deficiencies of the Work be removed, and to demand copies of the materials referred to in Clause 6 will be
(first name and surname, position)
2. Within (specify the number of days) days starting from the date of delivery of the Work by the Agent, the Principal will:
 - 1) accept the Work, or
 - 2) request that the Agent remove the deficiencies.
3. If the Principal requests that the Agent remove the deficiencies, the Agent must remove them and return the corrected Work to the Principal, at the Agent’s sole expense, within a period not exceeding (specify the number of days) days starting from the date of delivery of the request.
4. After the ineffective expiry of the period set out in Clause 3, the Principal has the right to rescind the Contract.

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5. The Principal confirms the Work receipt in a Work Receipt Certificate the specimen of which comprises Appendix no. 2 to the Contract. The Work Receipt Certificate includes in particular the declaration of the Agent and of the person authorised to receive the Work, indicating that the Work is a work within the meaning of the Copyright and Related Rights Act of 4 February 1994, and the determination of the type of activity as part of which the Work has been created.
6. The Agent must provide the Principal, at the latter's request, with copies of all materials, including data, documents and representations based on which the Work has been developed, within a period not exceeding (specify the number of days) days starting from the date of receipt of the request.
7. Provisions of Clauses 1 to 6 apply mutatis mutandis to the receipt of the Work performed in stages and to the subsequent receipt of the corrected Work by the Principal, in accordance with provisions of Clause 3.

Section 4 Delay

1. For each day of delay in the delivery of the Work or removal of deficiencies of the Work, the Agent will pay to the Principal liquidated damages amounting to % of the Remuneration referred to in Section 6 Clause 1 of the contract.
2. Regardless of the obligation to pay the liquidated damages, the Principal may determine additional deadline of (specify the number of days) days to the Agent to deliver the Work or remove its deficiencies under pain of rescinding the contract, and may, after the ineffective expiry of the additional deadline, rescind the contract.
3. The Principal has the right to claim compensation exceeding the stipulated liquidated damages.
4. The Agent agrees to have the liquidated damages deducted from the remuneration due to him/her, without having to receive a separate request. If the damages are not deducted from the current receivables of the Agent, they will be paid under a separate request for payment.

Section 5 Copyrights

1. The Agent represents that it will have exclusive author's economic rights to the Work as a whole, including all the works included in the Work, and will have author's moral rights to the extent necessary to perform the Contract.
2. Upon the receipt of the Work by the Principal, the Agent transfers author's economic rights to the Work upon the Principal in all the available fields of exploitation, in particular:
 - 1) in respect of recording and multiplying the Work – production of copies of the Work by any techniques, including printing, reprographic, magnetic, IT, digital, photographic, phonographic, audio, visual, audiovisual and multimedia techniques, in any system, standard or format, and on any types of storage media, including permanent or temporary storage in the memory of a computer or other electronic device;

- 2) in respect of trading of the original or copies on which the work has been recorded – marketing, lease or rental of the original or copies;
 - 3) in respect of dissemination of the Work otherwise than as specified in Item 2 – public performance, exhibition, display, playing and broadcasting and re-broadcasting, as well as public presentation of the Work in such a way that any person can access it in any place and at any time selected at their own discretion;
 - 4) (supplement if necessary);
 - 5)
3. If the Work constitutes software, upon receipt of the Work by the Principal the Agent transfers author’s economic rights to the Work, including the source code, upon the Principal in all the available fields of exploitation, in particular:
 - 1) reproduction of the software permanently or temporarily, in whole or in part, with any means and in any form, introduction, display, use, transmission and storage of the software;
 - 2) translation, adaptation, changes of its arrangement or any other changes in the software;
 - 3) dissemination, including lease or rental of the software or its copies;
 - 4) (supplement if necessary).....;
 - 5)
 4. The Agent transfers upon the Principal the exclusive right to exercise derivative rights to the Work, and to permit the exercise of such rights in the fields of exploitation listed in Clause 2 or 3, upon the Principal’s receipt of the Work.
 5. The Principal is entitled to exercise the right to change, supplement or amend the Work, abbreviate it, divide it into parts and combine the Work with other works not comprising works within the meaning of the Copyright and Related Rights Act of 4 February 1994. The Agent authorises the Principal to freely decide whether to make the Work available for the first time, to use or exploit the Work, without any restrictions, including time, territory or any other restrictions as to the purpose of use of the Work. The Agent undertakes not to exercise the rights referred to in this Clause.
 6. As of the date of the Work receipt, the Principal becomes the owner of the copies or media on which the Work has been recorded.
 7. If, after entering into the Contract, new fields of exploitation of the Works are created that have been unknown on the date of entering into the Contract, the Agent undertakes to transfer upon the Principal, free of charge, the author’s economic rights to the Work in such new fields of exploitation, on the same terms as those set forth in the Contract.
 8. The source code will be provided to the Principal in the form enabling the Principal to freely read the source code, as well as to write the code on a different medium and bring the source code to an executable form (in particular by compilation) on a suitably equipped computer workstation. The completion will confirmed by signing the Work Receipt Certificate (delete as appropriate).

Section 6 Remuneration

1. For proper performance of the Contract, including the completion of the Work and the transfer of the author's economic copyrights to the Work, the transfer of ownership to the media on which the Work has been recorded and the granting of licences and permits set out in this Contract, the Agent has the right solely to the fixed-rate remuneration in the total amount of PLN (say) gross.
2. The Parties unanimously agree that the amount of the remuneration referred to in Clause 1 will constitute the Principal's entire liability to the Agent in relation to the performance of the subject matter of the contract.
3. The Agent undertakes to issue and deliver a bill to the Principal within 30 days after the date of the Work receipt by the Principal. The bill referred to in the preceding sentence is drawn up using the specimen set out in Appendix no. 5a / 5b (delete as appropriate)² to Regulation no. 82 of Rector of the University of Warsaw of 1 August 2019 on civil law contracts (UW Monitor Item 226 and of 2020 Item 357).
4. The Remuneration will be paid by a transfer, to the bank account, within up to 30 days after the date of provision of a correctly issued bill.
5. If the Work is received in stages, the Agent has the right to the remuneration for the proper performance of the Contract for each stage of the Work completion, after its receipt, amounting to:
 - 1) part 1: PLN gross (say:)
 - 2) part 2: PLN gross (say:)
 - 3)
 Provisions of Clauses 3 to 4 apply mutatis mutandis.

Section 7 Agent's Representations and Obligations

1. The Agent 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 on an old-age or disability pension **yes** **no**.
2. The Agent represents that his/her declaration is true and that he/she is aware of penalty for perjury if he/she provides false information or conceals the truth.
3. The Agent undertakes to perform his/her obligations under the contract with the utmost diligence and in a manner consistent with applicable legal provisions. The Agent represents that he/she has the knowledge, qualifications and experience necessary for the proper performance of the subject matter of the contract.

² Mark either Appendix no. 5a if the contract is entered with a Polish resident, or Appendix no. 5b if the contract is entered into with a non-Polish resident.

4. The Agent represents that he/she is not a party to any legal relationship that would limit or prevent the Agent from the proper performance of the Contract, in particular that the performance of the Contract by the Agent does not require the prior consent of any third party.
5. The Agent represents that the Work created in connection with the performance of the contract will not violate legal provisions or third-party rights, and undertakes to pay for all the damage suffered by the Principal if this representation is untrue. The Agent undertakes to satisfy, at his/her expense, any justified third-party claims resulting from breaches of rights of such parties due to the fact that representations included in this Clause were untrue, and if such claims are satisfied by the Principal or if the same are awarded to be paid by the Principal, to reimburse, upon the Principal's request, the claims paid as well as all the related expenses, including costs of court, arbitration, administrative or settlement proceedings.

Section 8 Processing of Personal Data

1. The Agent's personal data, set out herein, are processed in accordance with Regulation (EC) No 2016/679 of the European Parliament and of the Council of 27 April 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).
2. Information on the processing of personal data is attached as Appendix no. 4 to the contract.
3. The Agent hereby confirms that he/she has read and understands the information on the processing of his/her personal data.

Section 9 Final Provisions

1. All appendixes to the contract form integral parts hereof.
2. All amendments hereto as well as the dissolution or rescission hereof must be made in writing, otherwise null and void.
3. Without the Principal's written consent, the Agent must not assign upon third parties any receivables under the Contract, or set off his/her receivables against the Principal's receivables under the Contract. Any deductions or transfers of receivables made without the prior written consent of the Principal are ineffective for the Principal.
4. In matters not regulated herein, provisions of Polish law (including the Civil Code of 23 April 1964) and the Copyright and Related Rights Act of 4 February 1994 apply.
5. Parties hereto must first attempt to resolve all disputes in connection with this contract in an amicable manner. If they fail in their attempt, such disputes will be settled by common courts having jurisdiction over the registered office of the Principal.
6. The contract is entered into pursuant to Article of the Public Procurement Law of 29 January 2004.
7. The contract has been drawn up in.... (specify the number) counterparts, including (specify the number that amounts to at least 1) for the Principal and one for the Agent.

Appendixes to the contract:

- 1) Appendix no. 1 – Scope of Work;

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- 2) Appendix no. 2 – Specimen Work Receipt Certificate;
- 3) Appendix no. 3 – Declaration of the University of Warsaw’s employee (delete if not applicable);
- 4) Appendix no. 4 – Information on personal data processing.

AGENT

PRINCIPAL

Bursar/Deputy Bursar/Bursar’s Representative