

|  |  |
| --- | --- |
| **SPECIFIC TASK CONTRACT WITH THE TRANSFER OF AUTHOR’S RIGHTS NO.** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| concluded on |  | in |  |

by and between the Wrocław University of Economics, with its registered office in Wrocław at ul. Komandorska 118/120, represented by

|  |  |
| --- | --- |
|  | hereinafter referred to as the University, and |

|  |  |  |  |
| --- | --- | --- | --- |
| full name |  | PESEL |  |
| place of residence |  | | |

hereinafter referred to as the Contractor.

§ 1

The Contractor undertakes to perform a specific task for the University being an object of author’s rights or related rights:

|  |
| --- |
|  |
| Source of financing: |

§ 2

1. The Parties may determine detailed rules for the performance of the specific task referred to in § 1 in an appendix to the Contract in writing, or otherwise they shall be deemed as invalid.
2. The Parties shall not invoke any contract terms and conditions agreed orally.

§ 3

The Contractor shall use their own tools and materials for the performance of the specific task\*.

The Contractor shall use the University’s tools and materials for the performance of the specific task\*.

§ 4

|  |  |
| --- | --- |
| 1. The specific task performance shall be commenced no later than on |  |
| 1. The specific task shall be completed by |  |

§ 5

1. The University undertakes to pay the Contractor for the specific task described in § 1

|  |  |
| --- | --- |
| remuneration at the gross PLN amount of |  |
| in words: gross Polish Zloty |  |

1. The condition of the disbursement of the remuneration referred to in par. 1 shall be the University’s taking over of the specific task and signing of the taking over certificate.
2. The basis for determining the remuneration amount shall be the actual performance of the specific task in compliance herewith and subject to par. 2 and 5.
3. The taking over of the specific task shall be confirmed by a certificate within 7 days from the handing over of the specific task.
4. Where the specific task is performed improperly, the remuneration shall be reduced by the percentage specified in the taking over certificate or shall not be disbursed where the specific task is not taken over.
5. The taking over certificate shall be stored in the organisational unit supervising the performance hereof.
6. The remuneration shall be payable on the closest date on which the University settles remunerations in respect of specific task contracts after the Contractor has submitted an invoice and the University has stated that the specific task was completed properly.
7. The payment shall be deemed made on debiting the University’s bank account based on a transfer order.

§ 6

1. The Contractor declares that – as part of the remuneration referred to in § 5 hereof – they transfer any and all author’s economic rights to the work recorded in the specific task with no territorial or time restriction, subject to Article 36 of the Act on Author’s Rights and Related Rights, in the following fields of exploitation:

1) copying with any technique, including printing, reprography, magnetic recording, and digital technology;

2) recording (regardless of the form of the recording), including printing, reprography, magnetic recording, and digital technology;

3) marketing (including copies and recordings of the work);

4) entering to the computer memory;

5) public performance or public reproduction;

6) exhibition, display;

7) lease with or without the right to benefit;

8) granting of licences;

9) making the work publically available such that anyone could access it at a place and time at their discretion,

and the Employer expresses its desire to acquire the above rights to its property on the principles agreed hereunder.

1. The author’s economic rights indicated in par. 1 shall be transferred on the taking over of the specific task and disbursement of the remuneration, to which the Parties hereby give their consents.
2. The Contractor declares that they will perform the specific task personally and that they are entitled exclusively to the author’s economic rights to the entire specific task. The Contractor ensures that the specific task is not encumbered with any third-party rights or claims.
3. The University may freely decide how to use the object of the author’s rights transferred.
4. The Contractor permits that the derivative author’s rights be exercised with no limitations.

§ 7

The Contractor may not assign the performance of the specific task in whole and in part to third parties without a written consent of the University.

§ 8

Any amendments, additions to and termination of the Contract shall only be valid if in writing.

§ 9

Any disputes between the Parties hereto shall be resolved by a court having jurisdiction over the University’s registered office.

§ 10

1. The Contractor acknowledges that:
2. The Wrocław University of Economics, ul. Komandorska 118/120, 53-345 Wrocław, NIP: 896-000-69-97, telephone: +48 71 36 80 100, fax: +48 71 36 72 778, e-mail: kontakt@ue.wroc.pl is the Data Controller.
3. The contact details of the Data Protection Officer are as follows: e-mail: iod@ue.wroc.pl.
4. Personal data are processed under 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, including under Article 6 subpar. 1 “b”, “c”, “e”.
5. The processing of personal data by the Data Controller is necessary for the performance of the Contract with the Data Controller, fulfilment of the legal obligations of the Data Controller, and is necessary for the exercise of the public authority entrusted with the Data Controller.
6. Personal data will be stored until the elapse of the storage period, arising from the generally applicable laws, of the documentation related to the Contract.
7. Data will be made available only to the following recipients: persons authorised by the Data Controller for the purpose of personal data processing and with processors processing the data on behalf of the Data Controller under agreements concluded with the Data Controller.
8. The Contractor has the following rights from the Data Controller, under the principles specified in the Regulation (EU) 2016/679 of the European Parliament and of the Council: right to access to their personal data, right to rectification and erasure of personal data, right to have incomplete personal data completed, right to restriction of processing of personal data, right to object to such processing, right to data portability, right to lodge a complaint with a personal data protection supervisory authority in accordance with the regulations on personal data protection.
9. Personal data will not be transferred to a third country as defined in the Regulation (EU) 2016/679 of the European Parliament and of the Council.
10. Decisions will not be based solely on automated processing, including profiling.

§ 11

The Contract has been drawn up in two counterparts, one for each Party.

University Contractor