

**A model of a defined work contract including copyright transfer, concluded with a natural person, a legal person or an organisational unit without legal personality conducting an economic activity**

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

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

**DEFINED WORK CONTRACT WITH COPYRIGHT TRANSFER<sup>1</sup>**

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

entered into on....., in Warsaw between<sup>2</sup>/concluded between<sup>3</sup>:

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 (complete as appropriate and delete if not applicable)

....., Address: .....  
(name and surname)

.....,  
NIP (TAX ID NO.) ....., REGON (STATISTICAL ID NO.)  
....., conducting an economic activity under the company name of:  
.....<sup>4</sup>

A printout from the Central Registration And Information On Business comprises an appendix to this contract,

<sup>1</sup>The 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).  
<sup>2</sup>For contracts concluded in a written or hybrid mode (declarations of intent expressed in a written and electronic form). Delete if not applicable.  
<sup>3</sup>For contracts concluded in an electronic form. Delete if not applicable.  
<sup>4</sup>The data of the partner who is a natural person conducting an economic activity.

*A model of a defined work contract including copyright transfer, concluded with a natural person, a legal person or an organisational unit without legal personality conducting an economic activity*

....., address: .....  
(name and surname)  
....., NIP (TAX ID NO.) .....  
REGON (STATISTICAL ID NO.) .....  
and ..... address: .....  
(name and surname)  
....., NIP (TAX ID NO.) .....  
REGON (STATISTICAL ID NO.) .....  
conducting an economic activity in the form of a civil law partnership under the name of  
....., in .....  
.....  
NIP (TAX ID NO.) ....., REGON (STATISTICAL ID NO.)  
.....,<sup>5</sup>  
represented by .....  
(name and surname)

Printouts from the Central Registration And Information On Business concerning the partner to a civil law partnership comprise appendixes to this contract.

..... with the registered office in  
.....  
entered by the District Court .....  
to the register of businesses at the National Court Register (KRS) with No. ....  
NIP (TAX ID NO.) ....., REGON (STATISTICAL ID NO.)  
....., with the initial capital of .....  
.....  
represented by .....  
(name and surname) (position)

based on an extract from the above-mentioned National Court Register/extract from the National Court Register and power of attorney, comprising Appendix No. 1 to this Contract<sup>6</sup>,

hereinafter referred to as the “**PROVIDER**”

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

agree as follows:

<sup>5</sup>The data on the business partners who conduct an economic activity as a civil law partnership.

<sup>6</sup>The data on the counterparty, which is a legal person or an organisational unit without legal personality conducting an economic activity,

*A model of a defined work contract including copyright transfer, concluded with a natural person, a legal person or an organisational unit without legal personality conducting an economic activity*

### § 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. 2 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.

### § 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 authorised by the Contractor in writing.<sup>7</sup>
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 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.

<sup>7</sup>The 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.

*A model of a defined work contract including copyright transfer, concluded with a natural person, a legal person or an organisational unit without legal personality conducting an economic activity*

5. The acceptance of the Work is confirmed by the Contractor in a 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, 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-

***A model of a defined work contract including copyright transfer, concluded with a natural person, a legal person or an organisational unit without legal personality conducting an economic activity***

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); .....
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); .....
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 authorise 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 Principal shall be entitled to the free use or exploitation of the Work, without naming the creator of the Work, without restriction of any kind, including without limitation of time, territory or any restriction on the purpose of the use of the Work. As of the date of acquiring economic copyrights to the Work, the Contractor shall be entitled to exercise the personal copyrights vested in the Contractor.
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.
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 a certificate of acceptance of the Work (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.

***A model of a defined work contract including copyright transfer, concluded with a natural person, a legal person or an organisational unit without legal personality conducting an economic activity***

## § 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, and *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 unanimously declare that the amount of remuneration referred to in section 1 shall constitute the entire obligation of the Contractor towards the Provider in connection with the performance of the subject of the Contract.
3. The Provider undertakes to issue and deliver to the Contractor an invoice within 30 days following the date of acceptance of the Work by the Contractor.
4. If the Provider fails to provide an invoice, the consequences of a late payment shall be borne solely by the Provider.
5. The remuneration will be paid by transfer to bank account No. .... within 30 days from the date of delivery a correctly issued invoice.
6. In the event of acceptance of the Work in stages, the Provider shall be entitled to remuneration for each stage of the Work, after acceptance, on account of due performance of the Contract, in the amount of:
  - 1) I instalment (in words: PLN.....) gross.
  - 2) II instalment (in words: PLN.....) gross.
  - 3) .....The provisions of sections 3 to 4 shall apply respectively.
7. 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.
8. The Provider declares that it is a registered active VAT taxpayer.<sup>8</sup>
9. The Provider hereby confirms that the bank account indicated in section 5 is included and listed in the register referred to in Article 96b, section 1 of the Act of 11 March 2004 on tax on goods and services (VAT), conducted by the Head of the National Fiscal Administration.<sup>9</sup>
10. The Provider declares that it is a registered active VAT taxpayer, exempt from tax on the basis of Article ..... of the Act of 11 March 2004 on tax on goods and services (VAT).<sup>10</sup>
11. The Provider undertakes to inform the Contractor without delay in the event of loss of the right to exemption from the payment of VAT tax.<sup>11</sup>
12. If the Provider fails to inform the Contractor of losing the right to exemption from goods and services tax, and this will result in a financial cost to the Contractor, the Provider undertakes to cover them in full.<sup>12</sup>

---

<sup>8</sup>Refers to Providers being VAT taxpayers. Delete if not applicable.

<sup>9</sup>Refers to Providers being VAT taxpayers. Delete if not applicable.

<sup>10</sup>Refers to Providers being VAT taxpayers, exempt from tax. Delete if not applicable.

<sup>11</sup>Refers to Providers being VAT taxpayers, exempt from tax. Delete if not applicable.

<sup>12</sup>Refers to Providers being VAT taxpayers, exempt from tax. Delete if not applicable.

***A model of a defined work contract including copyright transfer, concluded with a natural person, a legal person or an organisational unit without legal personality conducting an economic activity***

## § 7. Processing of personal data

1. The Parties declare that they are aware of the legal provisions on data protection, including in particular the provisions of 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 (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 Parties, as controllers within the meaning of Article 4(7) of the GDPR, share with each other the personal data (business data) of the Parties / the representatives of the Parties, and persons participating in the performance of the Contract on the basis of concluded 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 Parties declare that they have communicated to the persons referred to in section 2 the information set out respectively in Articles 13 and 14 of the GDPR, therefore, on the basis of Articles 13(4) and 14(5)(a) of the RODO, release each other from their information obligations towards these persons.
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/>.

## § 8. 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 herein, provisions of Polish law (including the Civil Code of 23 April 1964) shall apply.
4. The Parties undertake to resolve any disputes in connection with the Contract amicably in the first instance. If this proves impossible, these disputes will be referred to the court having jurisdiction over the registered office of the Contractor.
5. The Contract has been entered into pursuant to Article ..... of the Public procurement law of 11 September 2019.
6. The Contract was drawn in two <sup>13</sup>counterparts, one for each Party. / The Contract shall enter into force on the date of signing by the last of the Parties.<sup>14</sup>

---

<sup>13</sup>For contracts concluded in a written or hybrid mode. Delete if not applicable.

<sup>14</sup>For contracts concluded in an electronic form. Delete if not applicable.

Appendixes to the contract:

- 1) Appendix No 1 - a printout / printouts from CEIDG (Central Registration And Information On Business / an excerpt from KRS (National Court Register) / an excerpt from KRS and power of attorney<sup>15</sup>
- 2) Appendix No. 2 - Scope of the Work;

---

Provider

---

Contractor

---

Bursar/Deputy Bursar/Bursar's Representative

---

<sup>15</sup>Delete as appropriate.

*A model of a defined work contract including copyright transfer, concluded with a natural person, a legal person or an organisational unit without legal personality conducting an economic activity*