

CONTRACT FOR SPECIFIC WORK NO.
with simultaneous transfer of author's economic rights

concluded in on by and between:

Jan Kochanowski University in Kielce, represented by:

.....
hereinafter referred to as the "**Principal**".

and

Ms./Mrs./Mr. residing in
..... National Identification Number (PESEL)

.....
hereinafter referred to as the "**Contractor**".

reading as follows:

§ 1

The Principal commissions and the Contractor agrees to perform the work consisting in:

.....
.....

§2

1. The Contractor declares to be qualified to ensure that the work covered by the contract is performed at the highest level, in a diligent and scrupulous manner, according to the standards applicable in this regard, so that the contract is performed in accordance with the purpose for which it was concluded.
2. The Contractor shall be obliged to perform the work personally.

§ 3

1. The performance of the work shall commence on
2. The PARTIES agree that the date of completion of the work shall be
3. In case of inability to start, continue or complete the work in a timely manner, the Contractor shall immediately inform the Principal of the obstacle.
4. In the case specified in paragraph 3, the Principal, shall be entitled to:
 - 1) withdrawal from the contract,
 - 2) entrusting further execution of the work to another contractor,
 - 3) changing the date of completion of the work.
5. The Principal shall immediately notify the Contractor of the decision.

§ 4

Acceptance of the work shall take place at the place designated by the Principal on the basis of a delivery and acceptance protocol signed by persons authorized by the Parties.

§ 5

1. As remuneration for the work performed, the Contractor shall receive the amount of PLN gross, say: Polish zlotys.
2. The remuneration specified in paragraph 1 is a lump sum remuneration and includes all activities specified in §1 of the contract and all expenses incurred by the Contractor in connection with or in performance of the contract.
3. Remuneration is payable by bank transfer:
 - 1) upon acceptance of the completed work or the agreed portion thereof,
 - 2) upon submission of a bill approved by the Principal,
 - 3) within 30 days of receipt of a correctly issued bill to the account indicated by the Contractor.
4. A model bill is attached to the contract.

§ 6

1. Upon final protocol acceptance of the subject matter of the Contract confirmed by a protocol, the Contractor shall transfer to the Principal the author's economic rights vested in the Contractor to the aforementioned. The subject matter of the contract in all fields of exploitation referred to in Article 50 of the Act of 4 February 1994 on Copyright and Related Rights, in particular:
 - 1) recording,
 - 2) reproduction using a specific technique,
 - 3) printing,
 - 4) marketing, including sale, lease, rental and lending,
 - 5) entering into the computer memory,
 - 6) public performance or public reproduction,
 - 7) exhibition,
 - 8) displaying,
 - 9) broadcasting by visual or audio means both wired or wireless by a terrestrial station,
 - 10) making changes, corrections or expansions.
2. The Contractor shall not be entitled to any remuneration other than the remuneration for the performance of the subject matter of this Contract for the transfer of the author's economic rights referred to in paragraph 1, above. At the same time, the Parties unanimously declare that the remuneration due to the Contractor for the performance of the subject of the Contract also includes the remuneration to which the Contractor is entitled for the use of the work (i.e., the subject of the Contract) by the Principal and its legal successors, if any, in each of its fields of exploitation.
3. The Contractor, as part of the remuneration specified in § 5 of this Contract, transfers to the Principal the ownership of all copies on which the Subject of the Contract has been recorded.
4. The Principal shall have the right to reuse the Subject of the Contract.
5. The Contractor does not retain the exclusive right to authorize the exercise of a derivative copyright in the work.

§ 7

If the Contractor performs the work in a defective manner or contrary to the Contract, the Purchaser may exercise the rights set forth in Article 636 §1 of the Civil Code.

§ 8

1. The Contractor declares not to be engaged in business activity within the meaning of the Act of 6 March 2018 — Entrepreneurs' Law (consolidated text, Journal of Laws of 2018, item 646, as amended) in the scope being the subject of the contract.
2. The Contractor undertakes to immediately inform the Principal of any change in the facts specified in paragraph 1 within 7 days from the date of commencement of business operations.

§ 9

The controller of the Contractor's personal data is the Principal. Personal data will be processed for the purpose of entering into and performing a contract (legal basis — contract) and for the purpose of fulfilling legal obligations (legal basis — necessity of fulfilling a legal obligation incumbent on the controller). Provision of data is voluntary, but it is a condition for the conclusion and execution of the contract, and failure to do so prevents its conclusion. Personal data will be processed for the duration of the contract, and after its termination for the time prescribed by separate legal regulations. Recipients of the data may be entities authorized by law and entities with which the controller will conclude appropriate agreements for the implementation of external services involving the processing of personal data. The Contractor shall have the right to access their personal data, receive a copy of their rectification, erasure or restriction of processing, as well as the right to data portability and the right to object to processing — in the cases and under the terms of the provisions of the GDPR. The Contractor shall have the right to file a complaint with the supervisory authority, i.e., the President of the Personal Data Protection Office. In case of questions regarding the processing of personal data, the Contractor may contact the Data Protection Officer via e-mail at iod@ujk.edu.pl or by mail addressed to the Principal.

§ 10

Any amendments to this Contract shall be null and void unless made in writing.

§ 11

In cases of dispute, the court of the Principal's seat shall have jurisdiction.

§ 12

The contract has been drawn up in three identical copies, one of which shall be handed to the Contractor.

.....
Principal

.....
Contractor

.....

.....

THE DECLARATION SHALL BE FILLED OUT ONLY BY PERSONS WHO ARE NOT
EMPLOYED AT THE UNIVERSITY UNDER A CONTRACT OF EMPLOYMENT

DECLARATION to the contract for specific work

No. concluded on

Full name Date of birth Phone no.

..... e-mail address

National Identification Number (PESEL) Taxpayer

Identification Number (NIP)

My Taxpayer Identification Number is my PESEL / NIP number*

Tax Office

Citizenship Passport No.

(applicable to foreigners)

I am a Resident (unlimited tax liability) / Non-Resident (limited tax liability)*.

Address of residence

City/Town Street

House/Apartment No. Postal code

Post office Municipality/Commune

..... Poviast

Voivodeship

Mailing address (if different from the address of residence)

City/Town Street

House/Apartment No. Postal code

Post office Municipality/Commune

..... Poviast

Voivodeship

I hereby declare that the data I have provided above is accurate, and I will notify the Principal in writing of any changes to the content of the above declaration before the date of payment of remuneration under the contract.

.....
(date and signature of the declarant)

*delete as appropriate

....., on

.....

(full name)
National Identification Number (PESEL)

BILL

to the contract for specific work with simultaneous transfer of author's economic rights
No. dated

for the Jan Kochanowski University in Kielce, ul. Żeromskiego 5 for performing the following work covered by the aforementioned contract:

.....
.....

Gross remuneration: (say:
..... Polish zlotys)

As the author, I declare that the works constituting the subject matter of the contract constitute a work within the meaning of copyright law and that my participation in the creative work in its creation amounted to 100%, in connection with the above, I request the application of a 50% standard of deductible expenses for the remuneration due for the performance of the subject matter of this contract.

The issuer of the bill authorizes the Principal to transfer the calculated amount due under the contract to bank account No.

.....
(Contractor's signature)

The work was accepted by

.....
(date and signature)

Verified for formal and accounting accuracy
(date and signature)

I accept the gross amount of(say:
..... Polish zlotys)

....., on
(Bursar)

....., on
(Chancellor/Rector)