

**CONTRACT FOR SPECIFIC WORK No. ....**  
**with the simultaneous transfer of author's economic rights**

concluded in Kielce on ..... by and between:

Jan Kochanowski University of Kielce with its registered office at ul. Żeromskiego 5, 25-369 Kielce. ...., REGON: ....., represented by ....., acting pursuant to ....., hereinafter referred to as the 'the Contracting Authority',

and

Ms/Mr ....., residing in ....., PESEL ....., email address: ....., telephone No.: ....., hereinafter referred to as the 'Contractor' or 'Creator',

with the following wording:

**Article 1**

The Contracting Authority commissions, and the Contractor undertakes to carry out, the work consisting ..... in: ..... [describe specifically the individual work resulting from creative activity of an individual nature within the meaning of Article 1(1) of the Act of 4 February 1994 on copyright and related rights].

**Article 2**

1. The Contractor declares that he/she possesses the necessary qualifications to ensure that the work covered by the contract is carried out to the highest standard, with due care and diligence, in accordance with the relevant standards and norms, so that the contract is performed in accordance with the purpose for which it was concluded.
2. The Contractor is obliged to carry out the work personally. The subcontracting of the work, in whole or in part, to a third party requires the prior consent of the Contracting Authority, expressed in writing or in a documented form. The Contractor shall be liable for the acts and omissions of any third party in accordance with the provisions of the Civil Code.

3. The Contractor declares that the work covered by this contract will constitute a creative work within the meaning of copyright law, will be the result of the Contractor's original and individual creative activity, and will not infringe the rights of third parties, in particular moral and economic rights under copyright law or personal rights. The Contractor indemnifies the Contracting Authority against any liability arising from any claims by third parties in this regard.

**Article 3**

- 1. Work will commence on .....
- 2. The Parties agree that the deadline for completion of the work shall be .....
- 3. If the Contractor is unable to commence, continue or complete the work within the agreed timeframe, the Contractor shall immediately inform the Contracting Authority of the obstacle and the anticipated impact of that obstacle on the performance of the contract.
- 4. In the case referred to in paragraph 3, the Contracting Authority, notwithstanding the rights arising from Articles 635 and 636(1) of the Civil Code, is entitled to:
  - (a) withdraw from the contract,
  - (b) subcontract the performance of the work to another contractor at the Contractor's expense and risk,
  - (c) change the deadline for completion of the work.
- 5. The Contracting Authority shall notify the Contractor of its decision without delay.

**Article 4**

- 1. The work will be accepted at the location specified by the Contracting Authority, on the basis of a handover report signed by persons authorised by the Parties.
- 2. The contact person on behalf of the Contracting Authority for the purposes of this contract is: .....  
*(first name and surname, contact telephone number, email address)*

**Article 5**

- 1. In consideration of the work performed, together with the transfer of the author's economic rights and the transfer of ownership of the copies of the work, in accordance with the terms set out in Article 6, the Contractor shall receive the sum of PLN ..... gross, in words: ..... Polish zlotys.
- 2. The remuneration specified in paragraph 1 is a lump-sum remuneration within the meaning of Article 632(1) of the Civil Code; it covers all activities specified in Article 1 of the contract, remuneration for the use of the work in all fields of exploitation specified in Article 6(1), as well as all expenses incurred by the Contractor in connection with the performance of the contract.

3. The remuneration shall be paid by bank transfer:
  - (a) upon acceptance of the completed work or a part thereof, if the contract provides for partial acceptance;
  - (b) upon submission of a correctly issued bill approved by the Contracting Authority,
  - (c) within 30 days of receipt of a correctly issued bill, to the bank account specified by the Contractor.
4. The Contracting Authority shall make statutory deductions from the remuneration referred to in paragraph 1, in particular an advance payment of personal income tax, taking into account 50% of tax-deductible costs arising from the use of copyright, within the limits and under the conditions specified in Article 22(9)(3) and paragraphs 9a and 9b of the Act of 26 July 1991 on personal income tax.
5. The bill template constitutes Appendix 2 to the contract.

#### **Article 6**

1. Upon formal acceptance of the work, the Contractor shall transfer to the Contracting Authority, as part of the remuneration specified in Article 5(1), the author's economic rights to the work together with the right to exercise derivative rights, without any territorial or temporal restrictions, in the following fields of exploitation referred to in Article 50 of the Act of 4 February 1994 on Copyright and Related Rights:
  - (a) the fixation and reproduction of the work – the production of copies by any means, including printing, reprography, magnetic recording and digital means,
  - (b) placing on the market, lending or renting the original or copies;
  - (c) entering into computer memory and computer networks, including the Internet,
  - (d) public performance, exhibition, screening, presentation and broadcast as well as rebroadcast, and making the work publicly available in such a manner that anyone could access it at a place and time selected thereby,
  - (e) translation, adaptation, layout changes or any other alterations, including corrections and modifications necessary for the proper use of the work in accordance with the purpose of the contract.
2. The Contractor transfers to the Contracting Authority, as part of the remuneration referred to in Article 5(1), ownership of the copies and carriers on which the work has been recorded, and authorises the Contracting Authority to exercise and permit the exercise of derivative copyright.
3. The Contracting Authority shall have the right to use the work repeatedly and to dispose thereof within the scope of the rights acquired, including the transfer of rights to third parties and the granting of licences.
4. The Contractor undertakes not to exercise moral rights in a manner that hinders the Contracting Authority from using the work for the purpose for which the contract has been

concluded, and authorises the Contracting Authority to exercise moral rights on its behalf to the extent necessary for the exercise of the acquired economic rights, in particular to decide on the first public disclosure of the work and to supervise the manner in which the work is used.

#### **Article 7**

If the Contractor performs the work in a defective manner or in breach of the contract, the Contracting Authority may exercise the rights set out in Article 636(1) of the Civil Code. Should any defects be found in the work accepted, the Contracting Authority shall be entitled to exercise its rights under the statutory warranty in accordance with the provisions of Article 638 et seq. of the Civil Code

#### **Article 8**

1. The Contractor shall pay contractual penalties to the Contracting Authority in the following cases and amounts:
  - 1) for any delay in the performance or delivery of the work beyond the deadline specified in Article 3(2) – in the amount of 0.2% of the gross contractual remuneration referred to in Article 5(1) for each day of delay or part thereof, but not exceeding a total of 15% of that remuneration;
  - 2) for any delay in rectifying defects identified at the time of acceptance or during the warranty period, within the time limit set by the Contracting Authority – in the amount of 0.2% of the gross contractual remuneration for each day of delay commenced, but not exceeding a total of 10% of that remuneration;
  - 3) in the event of the Contracting Authority terminating the contract for reasons attributable to the Contractor – in the amount of 10% of the gross contractual remuneration;
  - 4) for entrusting the performance of the work to a third party without the required consent of the Contracting Authority, contrary to Article 2(2) – in the amount of 10% of the gross contractual remuneration;
  - 5) for any breach of the declarations or assurances regarding copyright referred to in Article 2(3), including where a third party makes a valid claim for infringement of their copyright or other rights in the work – in the amount of 20% of the gross contractual remuneration for each such instance.
2. The total amount of contractual penalties calculated under this contract shall not exceed 40% of the gross contractual remuneration referred to in Article 5(1).
3. The Contracting Authority may, in accordance with general principles, claim damages in excess of the amount of the contractual penalties stipulated, up to the amount of the actual loss incurred (Article 484(1), second sentence, of the Civil Code).
4. The Contracting Authority is entitled to set off the contractual penalties charged against the Contractor's remuneration, following a prior demand for payment and calculation

thereof, subject to the mandatory provisions limiting deductions from remuneration. The Contractor shall pay the contractual penalty not subject to set-off within 14 days of the date of delivery of the demand for payment, together with the debit note.

5. The contractual penalties provided for, in particular the penalty for delay, the penalty in the event of withdrawal from the contract and the penalty for copyright infringement, remain in force and may be enforced even after withdrawal from the contract.

#### **Article 9**

1. The Contractor declares that the activities covered by this contract are not carried out by him/her as part of his/her business activities within the meaning of the Act of 6 March 2018- Entrepreneurs' Law (Journal of Laws of 2025, item 1480, as amended), unless the Parties expressly agree otherwise in a separate contract.
2. The Contractor undertakes to inform the Contracting Authority immediately, and no later than within 7 days of the change, of any change in the circumstances referred to in paragraph 1, in particular of the commencement of business activities relating to the subject matter of the contract.

#### **Article 10**

The Controller of the Contractor's personal data is Jan Kochanowski University in Kielce. Personal data will be processed for the purposes of concluding and performing the contract, calculating remuneration, fulfilling the controller's legal obligations—in particular those relating to tax, insurance, accounting and archiving—and for the possible establishment, pursuit or defence of claims. The legal basis for the processing is Article 6(1)(b), (c) and (f) of the GDPR. The provision of personal data is a condition for the conclusion and performance of the contract; failure to provide such data will prevent the conclusion or performance of the contract. The data will be processed for the duration of the contract, and thereafter for the period required by law and the limitation period for claims. The recipients of the data may include entities authorised by law and entities providing the controller with services related to the performance of the contract, including IT, accounting, HR and payroll, banking, postal and archiving services. The Contractor has the right of access to his/her data, the right to receive a copy thereof, have them rectified, erased, or have their processing restricted, to data portability, and to object – in the cases and under the conditions set out in the GDPR. The Contractor has the right to lodge a complaint with the President of the Personal Data Protection Office. For matters relating to data processing, please contact the Data Protection Officer at [iod@ujk.edu.pl](mailto:iod@ujk.edu.pl) or at the Contracting Authority's postal address.

#### **Article 11**

Any amendments to this Contract shall be made in writing or else shall be null and void. The provisions of the Civil Code and of the Act of 4 February 1994 on Copyright and Related Rights shall apply in matters not governed by the contract.

**Article 12**

Any disputes arising from this contract shall be settled by the ordinary court with jurisdiction over the Contracting Authority's registered office, unless otherwise provided for by mandatory provisions of law.

**Article 13**

This contract has been drawn up in three identical copies, one of which is to be retained by the Contractor and the other two by the Contracting Authority. Where the contract is concluded in electronic form, the requirement regarding the number of copies does not apply, and each Party shall receive an electronic copy bearing qualified electronic signatures.

.....

.....

Contracting Authority

Contractor

Request number (request for the allocation of funds): .....

**THIS DECLARATION IS TO BE COMPLETED ONLY BY PERSONS WHO ARE NOT EMPLOYED BY THE UNIVERSITY UNDER AN EMPLOYMENT CONTRACT**

**DECLARATION relating to a contract for specific work involving the transfer of author's economic rights**

No. .... concluded on .....

Surname ..... and ..... first ..... name

..... Date of

birth- Telephone number ..... e-mail .....

PESEL ....., NIP (Tax Identification Number)

.....

My tax identification number is my PESEL / NIP\*

Tax office .....

Nationality ..... Passport No. ....

*(applies to foreign nationals)*

I am a resident (full tax liability) / non-resident (limited tax liability)\*

**Address of residence**

Locality ..... Street

..... House/flat number ..... Postcode

..... Post office ..... Municipality

..... District ..... Voivodship

.....

**Mailing address (if different from residence address):**

Locality ..... Street

..... House/flat number ..... Postcode

..... Post office ..... Municipality

..... District .....

Voivodship.....

I hereby declare that the above information is true and accurate, and I undertake to notify the Contracting Authority in writing of any changes to the content of this declaration without

delay, and no later than before the date of payment of the remuneration due under the contract.

.....

*(date and signature of the person making the declaration)*

*\* delete as appropriate*

....., on .....

.....

*(first name and surname)*

PESEL .....,

**BILL**

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

Jan Kochanowski University of Kielce, ul. Żeromskiego 5, for the performance of the work covered by the above-mentioned contract:

.....

.....

Gross amount due: ..... (in words PLN: .....)

As the creator, I declare that the work covered by this contract constitutes a creative work within the meaning of the Act of 4 February 1994 on Copyright and Related Rights, that my contribution to the creative process in its creation was 100%, and that – upon acceptance – the transfer of author's economic rights took place in accordance with the contract; In view of the above, I request the application of the 50% standard for tax-deductible costs in accordance with Article 22(9)(3) and (9a)–(9b) of the Personal Income Tax Act.

The issuer of the bill authorises the Contracting Authority to transfer the amount due under the contract to the bank account

No .....

.....  
*(signature of the Contractor)*

The work was accepted by

.....  
*(date and signature of the authorised person)*

**Cost centre:**

Project number: .....

WOR no.: .....

Type of costs: direct / indirect

.....  
*(date and signature of the Coordinating Unit's employee)*

Formally and accountancy-wise checked

*(date and signature of the Payroll  
Department employee)*

I approve the payment of the gross amount of PLN..... (in words:  
..... Polish zlotys)

....., on .....  
*Bursar (Quaestor)*

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