**CONTRACT FOR COMISSIONED WORKS**

concluded in Poznan on ...**[date]**, between:

**…………………………………………………………………………………………………………………………………………………………...**

**…………………………………………………………………………………………………………………………………………………………..,**

represented by:

**…………………………………………………………………………………………………………………………………………………………...…………………………………………………………………………………………………………………………………………………………...**

hereinafter referred to as the **Ordering Party,**

and

**Poznan University of Technology** with headquarters in Poznan, Pl. Marii Skłodowskiej-Curie 5, 60-965 Poznań, NIP: 7770003699, REGON: 000001608, represented by:

**……………………………………………………………………………………………………………………………………………**

hereinafter referred to as the **Contractor**.

The Ordering Party and the Contractor, hereinafter referred to as the Parties, hereby conclude an agreement with the following content:

§ 1

[Subject of the contract]

1. The Ordering Party orders and the Contractor undertakes to perform commissioned works covering the following scope of work:  
   **…………………………………………………………………………………………………………………………………………………….**
2. The works specified in par. 1 is research work within the meaning of the Regulation of the Minister of Science and Higher Education of February 22, 2019 on the evaluation of the quality of scientific activity. Research title: **….**
3. The entire work will be managed by:…**.**
4. If the subject of the Agreement is performed by an entity other than a public entity, the provisions of the Act of July 19, 2019 on Providing Accessibility to People with Special Needs shall be employed, taking into account the minimum requirements to ensure accessibility to people with special needs specified in Art. 6 above the law.

§ 2

[Method of providing service and scope of commissioned work]

1. The Contractor undertakes to carry out the works, the detailed scope of which is specified in § 1 sec. 1 of this Agreement.
2. The Contractor declares that he has the staff, equipment, resources, qualifications and experience necessary to perform the Agreement.

§ 3

[Deadline for the performance of the Agreement]

1. The Contractor undertakes to complete the subject of the Agreement in full by …………… .. at the latest.
2. The Parties agree that the method of implementation of the subject of the Agreement will be consulted and determined on the basis of current arrangements made by the representatives of the Parties. For the arrangements referred to in the preceding sentence, the electronic form will be sufficient.
3. The persons responsible for the implementation of this Agreement and for mutual contacts, the Parties agree are as follows:
4. on the part of the Ordering Party:

* **…,**

1. on the part of the Contractor:

* **….**

1. The Ordering Party shall commence the acceptance of the subject of the contract immediately. The Ordering Party shall collect the goods within 7 working days from the date of receipt of the subject of the contract from the Contractor, with the provision that this period may be extended in the circumstances referred to in § 3 sec. 6.
2. Positive acceptance of the subject of the contract will be confirmed by an acceptance protocol signed by authorized representatives of the Ordering Party and the Contractor, subject to paragraph 9.
3. The Ordering Party has the right to report to the Contractor within 7 days from the date of receipt of the work reservations relating to the compliance of the method of performing the subject of the Agreement, with the requirements specified in the description of the subject of the contract. Any reservations must be justified by the Ordering Party.
4. The Contractor, in response to the Ordering Party's justified objections, referred to in § 3 sec. 6, is obliged to immediately proceed with the implementation of corrections and / or additions.
5. After making corrections and / or additions to § 3 sec. 4-7 shall apply accordingly.
6. If the Ordering Party, despite the completion of the work by the Contractor, fails to raise any objections and fails to accept the work (fails to provide the Contractor with a signed acceptance protocol) within the time limit referred to in § 3 sec. 4, the Contractor has the right to draw up a unilateral protocol of the transfer of work, which will be the basis for settlements..
7. If, in the course of work, one Party comes to the conclusion that its continuation is pointless for important and justified reasons, it is obliged to immediately notify the other Party about it. The final decision to stop work rests with the Ordering Party.

§ 4

[Contractor's remuneration]

1. The Parties agree that for the performance of the works being the subject of this Agreement, the Contractor shall receive remuneration in the amount of: ... **PLN** (**in words: ... PLN**). VAT will be added to the above amount in accordance with applicable regulations..
2. The remuneration specified in sec. 1 also includes the Contractor's remuneration for the transfer of proprietary copyrights referred to in § 8.

§ 5

[Terms of payment]

1. Payments will be made by the Ordering Party by bank transfer to the Contractor's bank account number: 02 1090 1362 0000 0000 3601 7895.
2. The basis for issuing a VAT invoice will be the Work Acceptance Protocol signed by both Parties, referred to in § 3 sec. 5 or a one-sided work transfer report, referred to in § 3 sec. 9.
3. The basis for payment will be a correctly issued VAT invoice.
4. The invoice payment date is set at 14 days from the date of delivery to the Ordering Party of a correctly issued VAT invoice.
5. The date of payment shall be the date when the remuneration is credited to the Contractor's bank account.
6. In the event of early termination of the contract or interruption of work, the Ordering Party shall cover the actual costs of the performed part of the work and the amounts resulting from the Contractor's obligations towards third parties.
7. A negative result of the tests carried out in accordance with the contract does not release the Ordering Party from the payment of remuneration in accordance with the provisions of § 4 sec. 1.
8. The Parties acknowledge that the Contractor, as a unit of the public finance sector, is obliged to apply the provisions of the Act of March 8, 2013 on counteracting excessive delays in commercial transactions (i.e. Journal of Laws of 2020, item 935), in particular as regards interest and compensation for recovery costs.
9. The Contractor declares that he has the status of a large entrepreneur, as defined by Annex I to Commission Regulation (EU) No. 651/2014 of 17 June 2014, which recognizes certain types of aid as compatible with the internal market pursuant to Art. 107 and 108 of the Treaty (Journal of Laws UE L 187 of June 26, 2014, as amended).

§ 6

[Expiry and termination of the Agreement]

1. The contract expires upon the performance of the obligations of the Parties.
2. The contract is terminated at any time if the Parties so agree.
3. The Parties may terminate this Agreement for important reasons with a 7-day notice period.
4. In the situations indicated above, the Ordering Party should, however, reimburse the Contractor for the expenses that he has made for the proper performance of the Agreement, and also return the part of the remuneration corresponding to his previous activities.

§ 7

[Confidentiality]

1. The Parties undertake to keep in strict confidence all information or materials, as well as all technical, technological, economic, financial, commercial, legal and organizational information related to the subject of the Agreement and the Parties, obtained during the performance of the Agreement - regardless of the form of providing this information and its source.
2. The receiving Party undertakes not to copy, duplicate or in any way disseminate any part of the information referred to in paragraph. 1 above, unless the transmitting Party has expressly consented to it in writing or it is solely for the purposes of the proper performance of the Agreement.
3. The receiving party undertakes that it will take all necessary steps to maintain the confidentiality of the information listed in this paragraph, in particular, it will inform its employees, persons performing any services for them under contracts, or any other entities that will perform for them any activities related to this Agreement, the obligation of confidentiality in relation to the information referred to in paragraph 1 above, as well as the fact that any disclosure, publication or use of the indicated information inconsistent with sec. 1 above will constitute a violation of Art. 11 of the Act of April 16, 1993 on Combating Unfair Competition and will be subject to criminal liability under Art. 23 of this act.
4. In the event of a breach by the Party of the provisions of this paragraph, the breaching Party undertakes to bear liability on general principles resulting from the provisions of the Civil Code, up to the amount of the actual damage suffered.
5. The obligation of confidentiality does not apply to information that:

- is openly or publicly available in a way other than through the action or omission of the Parties, their representatives, employees or agents;

- must be disclosed to the relevant authorities or courts under applicable law, provided that the Receiving Party notifies the Providing Party of such disclosure promptly, but not later than within 14 calendar days;

- The providing Party has consented in writing to the disclosure of confidential information only to the extent specified by the providing Party.

1. The obligation of confidentiality shall remain in force indefinitely and shall remain in force even after the completion of this Agreement.

§ 8

[Intellectual property rights]

1. The Parties declare that the results of industrial research resulting from the performance of the Agreement will take the form of written studies and will constitute a work within the meaning of Art. 1 of the Act of February 4, 1994 on copyright and related rights (consolidated text, Journal of Laws of 2016, item 666), hereinafter referred to as the "Work".
2. The Contractor declares that the Work made will be an original work produced by him and therefore he is entitled to full moral and property copyrights to the Work, and the Contractor declares that the Work is free from physical and legal defects, and in particular to the best of his knowledge, from any property rights of third parties.
3. The Contractor transfers to the Ordering Party the proprietary copyrights to the Work along with the exclusive right to use the Work, and the Ordering Party acquires the proprietary copyrights to the Work and acquires the exclusive right to use the Work as part of its business activity, upon payment of remuneration by the Ordering Party, in all fields of exploitation specified in art. 50 of the Copyright and Related Rights Act, i.e.:

* in the field of recording and reproducing the Work - producing copies of the Work using a specific technique, including printing, reprographic, magnetic recording and digital technology;
* in terms of trading in the original or copies on which the Work has been recorded - marketing, lending or renting the original or copies;
* in the scope of disseminating the Work in a manner other than specified in the above point - public performance, exhibition, display, reproduction, broadcasting and rebroadcasting, as well as making the Work publicly available in such a way that everyone can have access to it at a place and time chosen by them,
* using and disseminating all or parts (parts) of works by any technique, including printing, reprographic, magnetic, electromagnetic, optical recording, digital technique, incl. in press publications, printed and electronic materials and other communication channels, including the Internet;
* recording and reproduction of works, including printing, reprographic, magnetic, electromagnetic, optical, digital technique,
* loading songs into computer memory,
* public performance, playback, exhibition, display, sharing of works or their fragments (parts) in such a way that everyone can have access to them at a place and time chosen by them,
* introduction and public sharing of works or their fragments (parts) on the Internet and local computer networks and other computer networks,
* preparation of foreign-language versions of works or their fragments (parts),
* use and use of works, including in the manner specified above, both by the Ordering Party and other entities authorized by it, for their own use or the use of related entities.

1. The Contractor declares that the transfer to the Ordering Party of the economic copyrights to the Work entitles the Ordering Party to use this Work for an indefinite period of time.
2. The Contractor declares that he grants the Ordering Party permission to develop the Work, in particular by making alterations, modifications, adaptations, including the preparation of studies inspired by the Work. Along with the transfer of the proprietary copyrights to the Work, the exclusive right to authorize the exercise of derivative copyrights to the Work is also transferred to the Ordering Party, including the preparation and dissemination of studies of the Work referred to in the previous sentence..
3. The results that are the subject of industrial property rights and the results that are not subject to such protection, created as part of the performance of the Agreement, are the property of the Contractor.
4. The Ordering Party undertakes to notify the Contractor about the implementation of the product resulting from the work within no more than 30 days from the date of implementation.
5. The Parties agree that the Ordering Party will grant the Contractor a free, non-exclusive license, unlimited territorially and without the possibility of further sub-license to use the subject of the contract in connection with teaching and research conducted by the Contractor of a purely scientific nature, unless the nature of the Contractor's scientific or teaching activity is contrary to the interests of the Ordering Party and to the publication of the results of works based on the subject of the contract to the extent and in a manner previously agreed with the Ordering Party.
6. The Ordering Party shall not refer to the Contractor or any of the members of the team performing the work in external relations, in particular in advertising activities, without the prior written consent of the Contractor.

§ 9

[Force majeure]

1. Neither of the Parties shall be liable for non-performance or improper performance of the Agreement and for any damage caused by the occurrence of a Force Majeure event.
2. The occurrence of a Force Majeure event and its impact on the performance of the subject of the Agreement and the occurrence of the damage must be proved by the Party relying on Force Majeure.
3. "Force Majeure" shall be external events that could not be foreseen at the time of concluding the Agreement and which neither of the Parties will have influence on, in particular military operations, acts of terror, riots, natural disasters, accident, fire, decisions state authorities, chemical or radioactive poisoning of people, real estate or movables, natural disaster, epidemic.
4. The time during which the events of Force Majeure last and the time of repairing the effects of Force Majeure will be properly included in the schedule of the contract.
5. The Party, which is unable to meet its obligations due to Force Majeure, will be obliged to immediately notify the other Party of this fact, no later than within 3 (three) working days from the occurrence of such an event (or within 3 [three] working days from the end of the condition of the objective impossibility of notifying about the occurrence of Force Majeure) and to provide evidence of the above circumstances.
6. When the operation of Force Majeure ceases, the other Party should be notified of this fact immediately, but not later than within 3 (three) business days.
7. Failure to comply with any of the requirements specified in par. 5 and 6 above will result in the loss of the right to rely on the occurrence of a Force Majeure event.

§ 10

GDPR information clause

Pursuant to the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (hereinafter referred to as "GDPR ") The contractor declares that he has been informed that:

1. The administrator of personal data is the Poznan University of Technology with its seat at Pl. Marii Skłodowskiej-Curie 5, e-mail: biuro.rektora@put.poznan.pl, phone: 61 665 3639,
2. The administrator has appointed the Data Protection Officer - Mr. Piotr Otomański, who supervises the correctness of personal data processing at the Poznan University of Technology. You can contact the DPO by e-mail by sending a message to the following address: iod@put.poznan.pl,
3. Personal data will be processed on the basis of art. 6 sec. 1 lit. b, c, e and f of the GDPR, in order to:
4. dispose of personal data, for the period preceding the conclusion of the Agreement for the purposes of submitting an offer or negotiations and for the period of performance of the Agreement, its implementation, settlement, coordination by natural persons indicated for working contacts,
5. fulfil legal obligations incumbent on the administrator, in particular those resulting from accounting and tax regulations; from the archiving obligation, in accordance with applicable law,
6. perform a task carried out in the public interest, consisting in particular of conducting scientific activity, providing research services and transferring knowledge and technology to the economy,
7. establish, investigate or defend against any claims arising from the performance of the contract, constituting the legitimate interest of the administrator,
8. The source of personal data may be the data subject, but also the party to the contract. The following categories of data will be processed: personal data of representatives, employees / associates - indicated in the contract or other contact details necessary for its implementation, coordination and settlement, in particular: name and surname, business e-mail, telephone number, degree / academic title , function / position and place of work.
9. Recipients of the data may be:
10. public bodies and state offices or other entities authorized by law or performing tasks carried out in the public interest or in the exercise of public authority,
11. other entities which, on the basis of relevant contracts signed with the Poznan University of Technology, process personal data for which the administrator is Poznan University of Technology, in particular entities providing IT services for the Administrator,
12. The administrator will store personal data for the period necessary to document activities with the participation of data subjects, in connection with taking action before the conclusion of the contract and its performance, for the period resulting from accounting and tax regulations. In the event of the need to establish, investigate or defend against claims under this contract, until any claims are time-barred. The documentation will be archived in accordance with applicable law,
13. In connection with the processing of personal data, data subjects have the following rights (on the terms set out in the GDPR): the right to access their personal data, object, the right to rectify, delete, transfer and limit processing and the right to submit complaints to the President of the Personal Data Protection Office,
14. Personal data will not be transferred to a third country or an international organization,
15. Providing personal data is voluntary, but also necessary for the conclusion and performance of the contract,
16. Personal data will not be processed in an automated manner, including in the form of profiling.

§ 11

[Final provisions]

1. In matters not covered by this Agreement, the provisions of the Civil Code and the provisions of the Copyright and Related Rights Act, as well as the Industrial Property Act shall apply.
2. Any changes to this Agreement shall be made in writing under pain of nullity.
3. The Parties agree that any disputes arising from the implementation of the provisions of this Agreement will be settled amicably, and in the event of disagreement by the court competent for the seat of the Contractor.
4. The contract was drawn up in two identical counterparts, one for each of the Parties.

ORDERING PARTY: CONTRACTOR: