

(unit stamp)

.....  
Contract No.

Kraków, .....

**CONTRACT ON COOPERATION IN A RESEARCH PROJECT /  
SCIENTIFIC SUPERVISING  
(with transfer of economic rights to intellectual assets)**

concluded on ..... between the Jagiellonian University in Kraków with its registered seat in Kraków, ul. Gołębia 24, 31-007 Kraków

.....  
(name and address of the JU organisational unit)

represented by:

.....  
(title, name, surname, position of the person representing the Jagiellonian University)

acting on the basis of the power of attorney of the JU Rector of ..... (No. ....)

hereinafter referred to in as ‘the **University**’  
and Mr./Ms. ....  
residing at .....  
PESEL No. ...., participant of doctoral programme  
...../ student of .....  
programme of study,  
hereinafter referred to in as ‘ the **PhD candidate / Student**’,  
reading as follows:

**§ 1**

1. The Parties represent that they undertake a research cooperation within the scope of ..... (hereinafter referred to as ‘research cooperation’).
2. Research cooperation will be performed in the Jagiellonian University - ..... (enter the unit).
3. The University shall appoint ..... as the Supervisor for the time of research cooperation (hereinafter referred to as ‘the Supervisor’).
4. Research cooperation will be carried out from ..... to .....

**§ 2**

1. The Student/PhD candidate shall be obliged to acknowledge and obey internal rules for work enforceable at the University, including occupational health and safety procedures in force at the University, as well as detailed rules enforceable in laboratories ..... (the unit).

2. The Student/PhD candidate shall be obliged to acknowledge as well as obey rules of using infrastructure of the University specified in:
  - a. Regulation for using research infrastructure of the Jagiellonian University introduced by means of resolution No. 59/IV/2015 of the Senate of the Jagiellonian University of 29 April 2015 (hereinafter referred to as 'Regulation for using research infrastructure'),
  - b. operating manual of the research infrastructure provided to the Student/PhD candidate,
  - c. occupational health and safety rules related to using the research infrastructure.
3. When performing their duties the Student/PhD candidate shall oblige themselves to undertake actions aiming at theirs and others health and safety protection.
4. The Student/PhD candidate shall oblige themselves to obey instructions and guidelines given by the Supervisor.
5. At any time the Student/PhD candidate may be given a written certificate regarding research cooperation.

### § 3

1. The University informed the Student/PhD candidate about risk for health and safety related to performing the research cooperation as well as about rules for protection against threats.
2. Upon Student/PhD candidate's motion the University shall issue a written certificate concerning research cooperation.
3. Upon Student/PhD candidate's motion the University may submit a written opinion concerning the course of research cooperation.

### § 4

1. Student/PhD candidate will use research infrastructure of the University (hereinafter referred to in as 'Research infrastructure') under rules for internal use determined in Regulation for using research infrastructure.
2. The University is obliged to establish a timetable for the Student/PhD candidate as regards using of Research infrastructure and provide them with Regulation for using research infrastructure, operation rules and occupational health and safety rules related to using Research infrastructure.
3. Student/PhD candidate represents that they acknowledged all duties of research infrastructure user and that they will comply with them.
4. Student/PhD candidate will use Research infrastructure in accordance with timetable established by the Supervisor and solely under their supervision / on their own.
5. Student/PhD candidate shall oblige themselves to use Research infrastructure solely for the purpose of performance of this contract.
6. Student/PhD candidate shall bear full material responsibility for Research infrastructure conferred on them while performing this contract.

### § 5

1. The University shall be entitled to all rights to results of research studies, development works or know-how related to research carried out within the research cooperation.
2. Student/PhD candidate shall oblige themselves to give to the University results of research studies, development works which are not a Work or an asset of industrial property, which were created while performing services under this contract.
3. Student/PhD candidate shall oblige themselves to document and provide the Supervisor with all research outcomes as well as results of conducted research, elaborated works and assets of industrial property created under this contract.

### § 6

1. Should the Student/PhD candidate create a work under the act of 4 February 1994 on copyrights and related rights (consolidated text Polish Journal of Laws of 2019 item 1231, as amended) as a result

of research carried out under this contract, the Student/PhD candidate shall transfer to the University economic copyrights to this work (hereinafter referred to as 'the work').

2. Student/PhD candidate shall be obliged to immediately notify the fact of creating the work to the Supervisor.
3. The University shall acquire gratuitously economic copyrights to the work, the right to exercise derivative rights, referred to in paragraph 5, as well as ownership of the carrier on which the work was recorded at the moment of accepting it by the University for statutory objectives of the University, including the aim of carrying by the University scientific and educational activity.
4. Acquisition referred to in paragraph 3 shall take place without time or territory limitations as regards all fields of exploitation known at the moment of conclusion of this Contract, particularly in the following fields of exploitation\*:
  - 1) creating by using all the techniques, particularly on all data carriers, on printing, plastic, photographic, electronic and audiovisual carriers, including printing technique, reprographic technique, magnetic recording on magnetic media, CD-ROMs and DVDs technique, in all formats and types, as well as with the appliance of digital technique;
  - 2) multiplying with the usage of all techniques, particularly on magnetic media, CD-ROMs and DVDs, in all formats and types, on optical and magneto-optical discs, as well as in print;
  - 3) distribution as well as using the multiplied work without restrictions;
  - 4) recording the work in a computer memory and on all other data carriers, as well as archiving of the work;
  - 5) placing on the market, also using the Internet;
  - 6) lending for use, renting, performing in public, displaying, projecting, playing, broadcasting, as well as rebroadcasting;
  - 7) making the work publically available in such way that everyone has access to the work in the chosen place and time;
  - 8) possibility to place the work or its parts on carriers of outdoor advertisement;
  - 9) .....
  - 10) .....
  - 11) .....
5. Together with acquisition of proprietary copyrights the University acquires as well the exclusive right to the exercise of derivative rights to the work's elaborations prepared by the University or third persons, which will be given the University's consent for such activity.
6. The University does not consent either for making the work available by the Student/PhD candidate, or publishing research outcomes which resulted in creation of the work or which were included in the work / the University agrees that the Student/PhD candidate makes the work available for research and educational purposes on the websites of the University.
7. The University does consent for publishing research outcomes which resulted in creation of the work or which were included in the work provided that the fact of making it available will not deprive the University from legal protection as regards potential creative results (inventions, utility models, industrial designs) which originated as a result of performance of works the result of which is the work.
8. The University does consent for publications referred to in paragraphs 6 and 7 provided that the Student/PhD candidate will not be remunerated for this as well as will put affiliation (the full name of the Ordering Party) by their surname.
9. The University recognizes moral rights of the Student/PhD candidate as the work's author, however it shall be assumed that in the case of lack of a clear indication of authorship the Student/PhD candidate consents for deciding on the manner of providing or omission of authorship by the University.
10. Arrangements regarding the work shall be respectively applied to subjects of related rights created by the Student/PhD candidate in connection to performance of tis contract.

\*delete as applicable, if necessary please indicate additional fields of exploitation

11. In the case of sui generis databases origin rights to these bases shall belong to the University as the entity incurring the investment risk related to its creation. In the remaining scope there shall be respectively applied rules concerning the work.

## § 7

1. Should the Student/PhD candidate create, as a result of duties performance, an asset of industrial property in the meaning of ‘Regulation for intellectual property management and commercialisation rules in the Jagiellonian University’ adopted by the JU Senate on 24 June 2015 by means of resolution No. 102/VI/2015 (hereinafter referred to in as ‘Regulation for intellectual property management’), the right to acquire a patent for an invention and the right to use the invention, the right to acquire a protection right to utility model and the right to use utility model and the right to acquire the right of industrial design registration and the right to use the industrial design, as well as all economic rights related to inventions, utility models, industrial designs trademarks, topographic integrated circuits, plant varieties shall belong to the University.
2. Moral rights of the Student/PhD candidate as author of industrial property assets created while performing this contract shall belong to the Student/PhD candidate.
3. Student/PhD candidate shall be obliged to immediately notify the fact of creation of an industrial property asset to the Supervisor.
4. The University shall be solely entitled to notify an industrial property asset to a proper protection office in Poland and abroad.
5. The Parties agree that rules for protection as well as appliance of the University’s intellectual assets created by employees contained in the Regulation for intellectual property management shall be applied to all industrial property assets created or possibly created within performance of this contract.
6. Student/PhD candidate hereby represents that they have read the Regulation for intellectual property management and oblige themselves to apply it.
7. Should an industrial property asset be commercialised the Student/PhD candidate shall be entitled to remuneration for participation in an intellectual asset creation under rules established in the Regulation for intellectual property management.

## § 8

1. Student/PhD candidate shall accept that industrial property asset referred to in § 7 (1) as well as any information, knowledge, know-how, financial data, trading data, technical data, operational data together with research, analyses, elaborations and plans created as a result of performance of this contract or acquired from the University except for those which at the moment of their transferring would be clearly specified by the University as non-confidential, shall be considered confidential (hereinafter: ‘Confidential Information’).
2. Student/PhD candidate obliges themselves to:
  - a) keep in strict confidence any Confidential Information,
  - b) not use Confidential Information for purposes other than performance of this contract,
  - c) protect Confidential Information with highest diligence as well as secure Confidential Information from loss, theft, damage, deterioration and access of third parties unauthorised to receive such Confidential Information,
  - d) upon termination of this contract performance – immediately give back all documents and information containing Confidential Information to ..... (name of the unit) or in the case of electronic documents – permanently erase it from the controlled collection.
3. The obligation of keeping secrecy includes as well stopping with a publishing of a work containing such information, referred to in § 6 (1), if publishing would deprive the University from the possibility of acquiring legal protection of an intellectual asset belonging to the University.

4. Disclosure of Confidential Information may be done solely upon the University's consent as regards the scope covered by this consent. Statement containing the consent specifying the scope of consent shall be drawn up in writing.
5. Student/PhD candidate shall bear full responsibility for any damage caused by act or omission consisting a breach of obligations included in this §. Particularly the Student/PhD candidate confirms that they are aware that Confidential Information is owned by the University and its disclosure may be the breach of Article 11 (1) of the act of 16 April 1993 on combating unfair competition (consolidated text Polish Journal of Laws of 2019 item 1010 as amended): 'Disclosure, usage or acquisition of someone else's information consisting an industry secrecy shall be an act of unfair competition'.
6. In the case of damage resulted from breaching this statement by the Student/PhD candidate, the University stipulates the right to claim compensation under general rules provided for in the Civil code.
7. Should the Student/PhD candidate use in a Magister degree thesis/PhD thesis/study paper, without prejudice to paragraphs 3 and 4, research and its outcomes elaborated within performing this contract, the Student/PhD candidate shall be obliged to:
  - a. put information concerning the fact that studies were performed under research cooperation with ..... (if applicable),
  - b. use in published papers affiliation of the University as well as ..... (name of the unit).
8. Student/PhD candidate, acting in consultation with the Supervisor/head of the unit, shall undertake all available actions in order to all publications performed within this contract may be counted towards publication records of ..... (name of the unit), what will be confirmed by the Student/PhD candidate by signing statement - attachment No. 1 hereto.

#### § 9

Information clause as regards the Student/PhD candidate's personal data under Article 13 (1) and (2) 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 consist attachment No. 2 hereto.

#### § 10

1. The Contract may be terminated by each Party with 5-day prior notice.
2. The Contract may be terminated by the University without a prior notice for significant reasons.
3. As significant reasons the Parties consider in particular:
  - 1) breach of occupational health and safety rules by the Student/PhD candidate;
  - 2) breach of the rules for use of Research infrastructure in ..... (indicate the unit) by the Student/PhD candidate;
  - 3) lack of purpose for continuation of research cooperation.
4. Should the contract terminate or expire for any reason, provision of § 5-8 shall be still effective.

#### § 11

The Parties shall be liable for caused damage in accordance with rules provided for in the Civil code.

#### § 12

Matters not settled herein shall be governed by provisions of generally binding laws, including the Civil code and the act on copyrights and related rights.

#### § 13

Any amendments hereto shall be in writing, otherwise null and void.

**§ 14**

Disputes resulting from this Contract shall be solved by court with jurisdiction over the registered seat of the University.

**§ 15**

The Contract was drawn up in duplicate, one copy for each Party.

.....  
The University

.....  
the Student/PhD candidate

Attachment No. 1  
Model statement as regards publication

Name and surname: .....  
Organisational unit: .....  
Phone No., e-mail: .....

**STATEMENT**

I hereby declare that the following published studies of my authorship (co-authorship):

.....  
*Title of published study*  
in the journal

.....  
*Journal title, year, No., pages*

ISSN: .....

constitute a part of publication records of the organisational unit of the Jagiellonian  
University/Jagiellonian University Medical College:

.....  
*Name of the organisational unit*

Kraków, .....

.....  
(Student/PhD student's signature)

INFORMATION REGARDING PERSONAL DATA PROCESSING

In accordance with Article 13 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, hereinafter referred to in as ‘GDPR’) Jagiellonian University informs you that:

1. Jagiellonian University , ul. Gołębia 24, 31-007 is the controller of your personal data.
2. Jagiellonian University appointed Data Protection Officer, ul. Gołębia 24, 31-007 Kraków. You may contact the Officer via e-mail: iod@uj.edu.pl or phone no. 12 663 1225.
3. Your personal data will be processed for the purposes of:
  - preparation as well as execution of the contract on research cooperation – Article 6 (1) (b) of the GDPR;
  - performance of the Controller’s legal obligations related to the concluded contract – Article 6 (1) (c) of the GDPR;
  - performance of justified Controller’s interest by pursuing possible claims or protect against claims related to the concluded contract – Article 6 (1) (f) of the GDPR.
4. Providing your personal data is the condition for conclusion as well as execution of the abovementioned contract and for performance of the Controller’s obligations. Failure in providing personal data shall result in lack of possibility to conclude and execute the contract.
5. Collected personal data may be disclosed to institutions and public authorities authorised to process such data on the basis of generally applicable laws as well as to entities processing personal data under Controller’s mandate in connection with performance of an entrusted task.
6. If your personal data will be processed within the Office 365 service, it may be transferred to third countries on the basis of concluded entrustment agreement together with clauses as well as guarantee of implementation by Microsoft of the document called ‘Privacy Shield’.
7. Your personal data will be processed by the period indispensable to prepare as well as execute the contract, including mutual settlements, for the period indispensable to establish and pursue own claims or protect from claims and for the period of documentation archiving – 5 or 10 years. – please enter one of these terms.
8. You have the right to: access to your data as well as rectify, erase, restrict processing, transferring data, the right to object against processing – under conditions and rules determined in GDPR.
9. Your personal data neither will be the subject of automated decisions making, nor shall be used for profiling.
10. In the case of determining that processing of your personal data violates the GDPR you have the right to file a complaint with the President of Personal Data Protection Office.

I hereby confirm I have read and I accept the above information.

.....  
Place, date, legible signature