

(stamp of ordering unit)

.....
Contract No.

Financing source: Kraków,
MPK
Order No.
PSP:

CONTRACT OF MANDATE
(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.
.....

with financial countersignature of the JU Bursar or JU Deputy Bursar hereinafter referred to in as 'the **Mandator**' and Mr./Ms.

residing at

PESEL No.

hereinafter referred to in as ' the **Mandatory**',

reading as follows:

§ 1

1. The Mandator orders and the Mandatory undertakes to carry out the following actions:

.....
.....
.....

(please, list the actions)

§ 2

1. The Mandatory undertakes to perform actions which are subject hereto from to

(day, month, year)

(day, month, year)

2. Mandate will be carried out in the Faculty of

(please indicate the place where the work will be carried out)

3. The Mandate referred to in paragraph 1 will be carried out within the project ‘.....’ managed by (hereinafter referred to in as the Project Manager).
4. (hereinafter referred to in as the Supervisor) shall be an academic tutor appointed by the Mandator for the time of carrying out the mandate.
5. The Mandatary is not allowed to entrust carrying out the subject hereof to other person.

§ 3

1. The Mandatary will use research infrastructure of the Mandator (*hereinafter referred to in as Research infrastructure*) under rules for internal use determined in 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.
2. The Mandator is obliged to establish a timetable for the Mandatary 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. The Mandatary represents that they acknowledged all duties of research infrastructure user, provisions and rules and that they will comply with them.
4. The Mandatary will use the Infrastructure in accordance with timetable established by the Supervisor, referred to in § 2 (3) and solely under their supervision / on their own.
5. The Mandatary shall oblige themselves to use the Infrastructure solely for the purpose of performance of the subject hereof.
6. The Mandatary shall bear full material responsibility for the Infrastructure conferred on them while performing subject hereof.

§ 4

1. Should the Mandatary 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 performing duties under this contract, the Mandatary shall transfer to the University economic copyrights to this work on the basis of this contract and within the established remuneration.
2. The Mandatary shall be obliged to immediately notify the fact of creating a work to the Supervisor.
3. The Mandator shall acquire economic copyrights to works with the moment of being notified by the Mandatary about creating a work, without filing any additional statements within this regard.
4. Acquisition referred to in paragraph 2 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)

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

5. Together with acquisition of proprietary copyrights the Mandator acquires as well the exclusive right to the exercise of derivative rights to the work's elaborations prepared by the Mandatary or third persons, which will be given the Mandatary's consent for such activity.
6. The Mandator does not consent either for making the work available by the Mandatary, or publishing research outcomes which resulted in creation of the work or which were included in the work / the Mandator agrees that the Mandatary makes the work available for research and educational purposes on the websites of the Mandator.
7. The Mandator 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 Mandator 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 Mandator does consent for publications referred to in paragraphs 6 and 7 provided that the Mandatary will not be remunerated for this as well as will put affiliation (the full name of the Mandator) by their surname and file a statement in accordance with attachment No. 1.
9. The Mandator recognizes moral rights of the Mandatary as the work's author, however it shall be assumed that in the case of lack of a clear indication of authorship the Mandatary consents for deciding on the manner of providing or omission of authorship by the Mandator.
10. Arrangements regarding the work shall be respectively applied to subjects of related rights created by the Mandatary in connection to performance of this contract.
11. In the case of sui generis databases origin rights to these bases shall belong to the Mandator as the entity incurring the investment risk related to its creation. In the remaining scope there shall be respectively applied rules concerning the work.

§ 5

1. Should the Mandatary create, as a result of performing duties under this Contract, 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 the Regulation* (inventions, utility models, industrial designs, trademarks, topographic integrated circuits, grown or discovered and introduced plant varieties and know-how), with the moment of industrial property asset delivery to the Mandator, the Mandatary shall transfer, within remuneration determined herein, to the Mandator all rights respectively to the type of the Work, particularly economic rights to inventive projects, including rights to acquire a patent for an invention and rights to use the invention, the right to acquire a protection right to utility model and the right to use utility model, the right to acquire the right of industrial design registration and the right to use the industrial design, as well as rights to results of research studies, development works or know-how related to this research.
2. Moral rights to industrial property assets created while performing the subject hereof shall be conferred upon the Mandatary.
3. The Mandatary shall be obliged to immediately notify the fact of creation of an industrial property asset to the Supervisor.
4. The Mandator shall be solely entitled to notify an industrial property asset to a proper protection office in Poland and abroad.
5. Rules for protection as well as appliance of the University's intellectual assets created by employees contained in the Regulation shall be applied to all industrial property assets created or possibly created within performance of this contract.

6. The Mandatary hereby represents that they have read the Regulation and oblige themselves to apply it, particularly to respect rules concerning authors of industrial property assets provided for in the Regulation.
7. Should an industrial property asset be commercialised the Mandatary shall be remunerated for participation in an intellectual asset creation under rules established in the Regulation.

§ 6

1. The Mandator shall be entitled to all rights to results of research studies, development works or know-how related to this research.
2. The Mandatary shall oblige themselves to give to the Mandator results of research studies, development works which are not a Work or an asset of industrial property, which were created while performing the subject hereof.
3. The Mandatary shall oblige themselves to document and provide the Supervisor/Mandator/project Manager with all research outcomes as well as results of conducted research, elaborated works and assets of industrial property created within the contract.

§ 7

1. The Mandatary shall be obliged to acknowledge and obey occupational health and safety procedures in force in the Mandator's workplace, as well as detailed rules enforceable in laboratories (the unit).
2. The Mandatary shall be obliged to acknowledge as well as obey rules of using Mandator's Infrastructure 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,
 - b. operating manual of the provided research infrastructure,
 - c. occupational health and safety rules related to using of research infrastructure.
3. When performing their duties the Mandatary shall oblige themselves to undertake actions aiming at theirs and others health and safety protection.
4. The Mandatary shall oblige themselves to obey instructions and guidelines given by the Project Manager and the Supervisor.

§ 8

1. The Mandatary shall accept that the Work referred to in § 4 (1), industrial property asset referred to in § 5 (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 Mandator except for those which at the moment of their transferring would be clearly specified by the Mandator as non-confidential, shall be considered confidential (hereinafter referred to in as: 'Confidential Information').
2. The Mandatary obliges themselves to:
 - 1) keep in strict confidence any Confidential Information,
 - 2) not use Confidential Information for purposes other than performance of this contract,
 - 3) 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,
 - 4) 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. None of provisions of this § 8 shall oblige the Mandatary to keep secrecy as regards Confidential Information disclosure of which is required by laws or court adjudication. Should the Mandatary be

obliged to disclose the abovementioned Confidential Information they are obliged to immediately inform in writing the Mandator in order the Mandator may take proper remedial measures.

4. The obligation of keeping secrecy includes as well stopping with a publishing of a work containing such information if publishing would deprive the Mandator from the possibility of acquiring legal protection of an intellectual asset belonging to the Mandator.
5. Disclosure of information referred to in paragraphs 1 and 2 may be done solely upon the Mandator'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.
6. The Mandatary shall bear full responsibility for any damage caused by act or omission consisting a breach of obligations included in this § 8. Particularly the Mandatary confirms that they are aware that Confidential Information is owned by the Mandator 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 2020 item 1913 as amended): 'Disclosure, usage or acquisition of someone else's information consisting an industry secrecy shall be an act of unfair competition'.
7. In the case of damage resulted from breaching this statement by the Mandatary, the Mandator stipulates the right to claim compensation under general rules provided for in the Civil code.
8. Should the Mandatary use in a Magister degree thesis/PhD thesis/study paper, without prejudice to paragraphs 3 and 4, research and its outcomes elaborated within services performance, the Mandatary shall be obliged to:
 - a. put information concerning the fact that studies were performed in a project thanks to the project (if applicable),
 - b. use in published papers affiliation of the University as well as (name of the unit).
9. The Mandatary, acting in consultation with Supervisor/research group manager/project manager, shall undertake all available actions in order to all publications performed under this contract may be counted towards publication records of (name of the unit), what will be confirmed by the Mandatary by filing statement - attachment No. 1.

§ 9

1. For properly carried out actions referred to in § 1, the Parties agree for the Mandatary's gross remuneration paid on a monthly basis calculated according to hourly rate of PLN (in words:PLN).
2. The maximum number of hours of carrying out the mandate shall not exceed: Taking into account the determined hourly rate as well as the maximum number of hours of carrying out the mandate it should be stated that the maximum value of this Contract shall not exceed the gross amount of: PLN (in words:PLN).
3. In case of possible exceeding the maximum number of hours as determined herein above, the Mandatary is obliged to give a prior notification of that fact to the Mandator so that annex hereto is drawn up.
4. The remuneration shall be paid upon carrying out the actions and receiving them by the Mandator, as well as presenting invoice by the Mandatary where the number of hours of carrying out the mandate is indicated. In case of failure in presenting the invoice on time consequence of belated payment of remuneration shall encumber the Mandatary.
5. In case of contracts concluded for the period longer than 1 month, remuneration payment shall be made at least once a month.
6. The mandate shall be considered received upon confirmation of actions performance by the Mandator (a person authorized by the Mandator) on the invoice issued by the Mandatary.
7. Assessment of remuneration payment for actions carried out on the basis of this contract requires filing the Human Resources Office with an invoice till the 5th day of each month.

- 8. Remuneration shall be paid by bank transfer to the indicated bank account within the period determined in the University's internal acts published on the website www.uj.edu.pl, which the Mandatary read prior to signing this contract, and which they accepted.
- 9. Remuneration shall cover transfer of economic copyrights to all works referred to in § 4 and transfer of ownership of their copies, transfer of the exclusive right to exercise derivative rights, grant consents as well as transfer of rights to intellectual property to all results referred to in § 5 created as a result of performing actions covered by this contract, which constitute an asset of industrial property.

§ 10

Should the performed actions require amendments or corrections the Mandatary undertakes to perform additional actions within time period specified by the Mandator for the remuneration specified in § 8 hereinabove.

§ 11

- 1. Should the Mandatary fail to comply with provisions hereof, the Mandator is entitled to terminate the contract with notice period as well as demand that the Mandatary covers related losses. Demand for damages shall become enforceable on the next day following the day of contract termination unless losses occurred later.
- 2. Should the contract terminate before the time period for which it was concluded, the Mandatary shall be entitled to remuneration for actions correctly performed till the day of the contract termination and received by the Mandator.

§ 12

Information clause as regards the Mandatary'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.

§ 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 Mandator.

§ 15

Matters not settled herein shall be governed by provisions of the Civil code and other acts.

§ 16

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

.....
The Mandator

.....
the Mandatary

The Mandatary hereby represents that they are able to perform the contracted actions and hold a medical certificate issued by an occupational physician.

.....

The Mandatary

The Mandatary represents as well that they were informed:

- 1) about obligations as regards occupational health and safety (available on the website of occupational health and safety Inspectorate – www.ibhp.uj.edu.pl);
- 2) about threats for safety and health which occur while performing the mandated actions – by acknowledging the information on occupational risk and rules for protection against threats.

.....
The Mandatary

.....
responsible person

Attachment No. 1
Model statement as regards publication

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

STATEMENT
of an author of a published study as regards affiliation of the Jagiellonian
University/Jagiellonian University Medical College

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:

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

.....
Name of the organisational unit

Kraków,

.....

(Mandatory'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 of mandate – 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