

AGREEMENT ON PERFORMING VOLUNTARY SERVICES FOR THE JAGIELLONIAN UNIVERSITY

concluded on between:

Jagiellonian University, 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 Jagiellonian University)

acting on the basis of JU Rector's power of attorney of No.
hereinafter referred to as **the University**, and

Ms./Mr., ID No., PESEL
....., residing at, phone No.
....., e-mail:, hereinafter referred to as **the Volunteer**.

Introduction

The University represents that it is an entity for the benefit of which may be performed services by volunteers under Article 4 (1) (14) and Article 42 (1) (3) of the act of 24 April 2003 on public benefit activity and voluntary services (consolidated text Polish Journal of Laws of 2020, item 1057 as amended).

The Volunteer represents that they hold qualifications and meet requirements suitable for the type and scope of services entrusted by means of this agreement¹

Taking into consideration the idea of voluntary services, which is based on voluntary and unpaid performance of services, as well as considering charitable, subsidiary and supplementary character of services performed by volunteers, the Parties hereto agree on the following:

§ 1

1. The University confers on the Volunteer and the Volunteer voluntarily undertakes to perform for the benefit of the University the following services: performing laboratory tasks as a research and technical staff member and/or elaborating a report.
2. Detailed scope of services referred to in paragraph 1 shall be determined by attachment No. 1 hereto.
3. Services referred to in paragraph 1 shall be performed within the project '.....' carried out by (*hereinafter referred to in as a Project Manager*).

§ 2

1. Parties hereto agree that services referred to in § 1 shall be performed by the Volunteer in the workload of 40 hours per week within the period from to
2. The place of services performance shall be Jagiellonian University
-
..... (please indicate a unit).

¹ Volunteer candidates are subject to initially medical examinations and volunteers are subject to periodical medical examinations under rules provided for employees (Article 229 of the Labour code).

§ 3

1. Under the legal relationship regulated under this Agreement the Volunteer: 1) shall perform their services gratuitously; 2) shall be obliged to perform services in person.
2. The Volunteer shall be obliged to acknowledge as well as obey internal rules of work in effect at the University.
3. The Volunteer shall be obliged to acknowledge and obey occupational health and safety procedures in force at the University, as well as detailed rules enforceable in laboratories (the unit).
4. The Volunteer 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,
 - b. operating manual of the provided research infrastructure,
 - c. occupational health and safety rules related to using of research infrastructure.
5. When performing their duties the Volunteer shall oblige themselves to undertake actions aiming at theirs and others health and safety protection.
6. The Volunteer shall oblige themselves to obey instructions and guidelines given by the Project Manager and the Tutor.
7. The Volunteer represents that they were informed about their rights and obligations, including those referred to in the present paragraph.
8. At any time the Volunteer may be given a written certificate regarding performance of services for the benefit of the University. The certificate should provide information about the scope of performed services.

§ 4

1. The Volunteer represents that the University informed them about risk for health and safety related to services performance as well as rules for protection against threats.
2. The University shall be obliged to provide the Volunteer with safe and hygienic conditions for services performance, including – depending on the type of services and threats related to their performance – adequate personal protective equipment - on the basis of rules applicable to employees determined in separate provisions.
3. The University shall be obliged to cover costs of Volunteer's professional trips and allowances – on the basis of rules applicable to employees determined in separate provisions.
4. The University shall be obliged to insure the Volunteer against risk of accidents (NNW) within the scope in which the Volunteer is not covered by general insurance².
5. Upon the Volunteer's request shall issue a written certificate as regards performance of services by the Volunteer. The certificate should contain information concerning the scope of performed services.
6. The Volunteer may exempt the Beneficiary in total or partially from obligations referred to point 3 hereinabove – in writing under the pain of nullity.
7. Upon the Volunteer's request the University may provide a written opinion as regards performance of services by the Volunteer.
8. Performance of services by the Volunteer which involves disbursement of funds or materials other than referred to in points 2-3/4 requires the University's prior written consent.

²) An obligatory provision when agreement was concluded for the period not longer than 30 days.

§ 5

The Volunteer is not allowed to confer on other person performance of services covered by this Agreement.

§ 6

1. The Volunteer 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 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 University is obliged to establish a timetable for the Volunteer 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 Volunteer represents that they acknowledged all duties of research infrastructure user, including the provided Regulation for using research infrastructure of the Jagiellonian University, operating manual of the provided research infrastructure as well as occupational health and safety rules related to using research infrastructure and that they will comply with rules determined in these documents.
4. The Volunteer will use the infrastructure in accordance with timetable established by the Tutor, referred to in § 2 (3) hereinabove and solely under their supervision / on their own.
5. The Volunteer shall oblige themselves to use the infrastructure solely for the purpose of performance of services determined in § 1 (1) and (2).
6. The Volunteer shall bear full material responsibility for the infrastructure conferred on them while performing services.

§ 7

1. The University shall be entitled to all rights to results of research studies, development works or know-how related to this research.
2. The Volunteer 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 within the relationship of voluntary services.
3. The Volunteer shall oblige themselves to document and provide the Tutor with all research outcomes as well as results of conducted research, elaborated works and assets of industrial property created within the services.

§ 8

1. Should the Volunteer 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 agreement, the Volunteer on the basis of this agreement shall transfer to the University economic copyrights to this work.
2. The Volunteer shall be obliged to immediately notify the fact of creating a work to the Tutor/the University.
3. The University shall acquire gratuitously economic copyrights to works at the moment of receiving notification referred to in point 2 without the necessity of filing any additional statements with this regard.
4. Acquisition referred to in point 3 shall take place without time or territory limitations as regards all fields of exploitation known at the moment of conclusion of this Agreement, 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 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 Volunteer, or publishing research outcomes which resulted in creation of the work or which were included in the work / the University agrees that the Volunteer 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 Volunteer will not be remunerated for this as well as will put affiliation (the full name of the University) by their surname.
9. The University recognizes moral rights of the Volunteer as the work's author, however it shall be assumed that in the case of lack of a clear indication of authorship the Volunteer 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 Volunteer in connection to performance of services.
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.

§ 9

1. Should the Volunteer 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, with the moment of industrial property asset creation the Volunteer shall transfer gratuitously to the University all rights respectively to the type of industrial property asset,

particularly 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.

2. Moral rights of authors of industrial property assets created while performance of services within the relationship of voluntary services shall be conferred upon the Volunteer.
3. The Volunteer shall be obliged to immediately notify the fact of creation of an industrial property asset to the supervising Tutor.
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 and commercialisation rules in the Jagiellonian University* introduced by means of resolution No. 102/VI/2015 of the Senate of the Jagiellonian University of 24 June 2015 (*hereinafter referred to as the Regulation*) shall be applied to all industrial property assets created or possibly created within performance of this agreement.
6. The Volunteer hereby represents that they have read the Regulation and oblige themselves to apply it, particularly to respect rules concerning authors of intellectual assets provided for in the Regulation.
7. Should an industrial property asset be commercialised the Volunteer shall be entitled to remuneration for participation in an intellectual asset creation under rules established in the Regulation.

§ 10

1. The Volunteer shall accept that the work referred to in § 8 (4), industrial property asset referred to in § 9 (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 agreement or acquired from the University except for those which at the moment of their transferring would be clearly specified by the Orderer as non-confidential, shall be considered confidential (hereinafter: 'Confidential Information').
2. The Volunteer obliges themselves to:
 - a) keep in strict confidence any Confidential Information,
 - b) not use Confidential Information for purposes other than performance of this agreement,
 - 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 agreement 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 if publishing would deprive the University from the possibility of acquiring legal protection of an intellectual asset belonging to the University.
4. Disclosure of information referred to in paragraphs 1 and 2 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. The Volunteer shall bear full responsibility for any damages caused by act or omission consisting a breach of obligations included in this paragraph. Particularly the Volunteer 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 Volunteer, the University stipulates the right to claim compensation under general rules provided for in the Civil code.
7. Should the Volunteer use in a Magister degree thesis/PhD thesis/study paper, without prejudice to paragraphs 3 and 4, research and its outcomes elaborated within services performed, the Volunteer shall be obliged to:
 - a. put information concerning the fact that studies were performed in a project
..... (if applicable),
 - b. use in published papers affiliation of the University as well as (name of the unit).
8. The Volunteer, acting in consultation with Tutor/research group manager/project manager, shall undertake all available actions in order to all publications performed within voluntary services may be counted towards publication records of (name of the unit), what will be confirmed by the Volunteer by signing statement - attachment No. 1.

§ 11

Information clause as regards the Volunteer’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.

§ 12

1. The Agreement may be terminated by each Party with 5-day prior notice.
2. The Agreement may be terminated by each Party without a prior notice for significant reasons.
3. As significant reasons the Parties consider in particular:
 - 1) breach of occupational health and safety rules;
 - 2) breach of the JU Work Regulations and
 - 3) lack of purpose for continuation of works determined in § 1 (1).
4. Should the agreement terminate or expire for any reason, provision of § 7-10 shall be still effective.

§ 13

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

§ 14

Matters not settled by the act on public benefit activity and voluntary services or in this Agreement shall be governed by provisions of the Civil code and other acts.

§ 15

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

§ 16

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

§ 17

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

..... the
University the Volunteer

Attachment No. 1
Model statement as regards publication

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

STATEMENT

of an author of 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

authors

.....
Name and surname of author(s)

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,

INFORMATION REGARDING PERSONAL DATA PROCESING

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 agreement on performing voluntary services – Article 6 (1) (b) of the GDPR;
 - performance of the Controller's legal obligations related to the concluded agreement – 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 agreement – Article 6 (1) (f) of the GDPR.
4. Providing your personal data is the condition for conclusion as well as execution of the abovementioned agreement and for performance of the Controller's obligations. Failure in providing personal data shall result in lack of possibility to conclude and execute the agreement.
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. You're your personal data will be processed by the period indispensable to prepare as well as execute the agreement, 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