Appendix No. 14 to the Regulation

of the UMCS Rector

No. 89/2020

Stamp of the ordering department

MPK

No of order

PSP

ZFIN

**CONTRACT FOR SPECIFIC WORK**

**with transfer of property rights**

**No. …………**

entered into on……………. between:

Maria Curie-Skłodowska University, Plac Marii Curie-Skłodowskiej 5, 20-031 Lublin represented by: ……………………………………………………

acting under authorisation of the UMCS Rector dated ……………….. No. ………

…………………………………. ………………………………….……….

hereinafter referred to as "**the Ordering Party**”

and Mr/Ms ..........................................................................................................................................,

hereinafter referred to as "**the Author**".

**§ 1**

1. The Ordering Party orders, and the Author commits to complete the following piece of work............................................................................................. and to record the work in writing or in an electronic form, as well as hand over the piece of work as an appendix to the contract.
2. The work, referred to in section 1, shall be completed in the time

 from ………………….……………………… to ………………………..................

 (day, month, year)(day, month, year)

 Collection of the work shall take place:

* + 1. in parts submitted on the following days.............................................................,
		2. in full, on …………………., with an acknowledgement of receipt by the Ordering Party.
	1. If the work is submitted in stages, each stage will end with the issuance of a bill for the part of the work and an acknowledgement of receipt.

**§ 2**

1. The Author shall be obliged to:

1) complete the work personally and hereby states that he has entitlements and qualifications necessary to complete it;

2) give the work a creative nature and ensure that, whilst handing it over to the Client, he will be an exclusive possessor of the proprietary copyrights to the work; the Author shall assume sole responsibility for any legal defects of the work.

2. Due to the type of the work the Author hereby states that the work bears hallmarks of an art piece, is a result of his independent creation, is unique, non-standard, fulfilling the criteria of a creative and individual work and is covered by provisions on copyrights as well as related rights. Being aware of the responsibilities resulting from separate regulations the author applies for the application of 50% tax deductible expenses.

**§ 3**

 1. At the moment of releasing a copy of the piece of work to the Ordering Party, the Author transfers all the proprietary copyrights to the created work to the Ordering Party.

 2. The transfer of the proprietary rights covers, in particular, the following areas of use:

1) in terms of recording and reproducing the work:

producing, recording and reproducing copies of the work by any technique, including printing, reprographic, magnetic recording and digital technique; loading into computer memory and uploading into a computer and/or multimedia network;

2) in terms of trading the original or copies, on which the work was recorded:

placing on the market, lending, renting, leasing, selling, providing licenses for use of the work to third parties in any areas of use;

3) in terms of distributing the work in ways different than the ones specified in point 2):

public performance, exhibition, displaying, playback; broadcasting, re-broadcasting; public sharing of the work in such a way that everyone can have access to it at a place and time chosen (including sharing on the Internet); broadcasting by means of wired and/or wireless vision and/or audio signal via a ground or satellite station.

1. Along with the transfer of proprietary copyrights, an exclusive right to authorise the use of independent derivative copyrights as well as the rights to commission studies to third parties is transferred to the Ordering Party.
2. The Author expresses an open and irrevocable consent to the disposition of the work by the Ordering Party.
3. Upon the publication of the work, the Author transfers to the Ordering Party the ownership of the medium on which the work was recorded.

**§ 4**

1. For the work, including its creation along with the transfer of proprietary copyrights to it, the Author is entitled to remuneration in the amount of

PLN ……………………… gross

(in words: …………………………………………………………………………PLN gross),

to be paid within...............days, however no sooner than the time of the remuneration payout on this account applicable with the Ordering Party, payable to the account………………………………………………………………………………………..

2. In the case of collecting the work in stages, the remuneration is payable for each stage of the work's collection in the amount of:

the first stage PLN.....................................gross,

the second stage PLN.......................................... gross,

 ………………………………………………………………………………………………………

3. The Ordering Party will deduct, from the remuneration, the income tax and premiums for social insurance and health insurance according to the binding regulations.

2. In the event of any observed defects in the work, the Author is obliged to remove them within.......................... days from the date of the work's collection. After the expiry of the deadline the Ordering Party may: \*

 1) set an additional 14-day period for the removal of the defects,

 2) withdraw from the contract within 7 days from the date of expiry of the period referred to in paragraph 4 above,

 3) demand a reduction in the remuneration.

**§ 5**

The costs of completing the work shall be borne by the Author. In the case of completing the work in the headquarters of the Ordering Party the costs shall be borne by the Ordering Party.

**§ 6**

1. In the event of a delay in submitting the work the Ordering Party shall be entitled to a penalty fee in the amount of................... % of the remuneration referred to in § 4 section 1 for each day of delay.

2. In the event of withdrawal from the contract for reasons dependent on the Author of the work, the Ordering Party shall be entitled to a penalty fee in the amount of.................. % of the remuneration referred to in § 3 section 1.

3. In the event of delay in completing the work, the Ordering Party may withdraw from the contract within 14 days from the date of becoming aware of the delay.

**§ 7**

Any changes to this Contract shall be deemed invalid unless made in writing.

**§ 8**

The provisions of the Civil Code and the regulations on copyright and related rights shall apply in any cases not regulated by this Contract.

**§ 9**

Potential disputes will be resolved by the court locally competent for the Ordering Party.

**§ 10**

The Contract has been drawn up in three copies, two of which are received by the Ordering Party and one of which the Author.

 AUTHOR ORDERING PARTY

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

**Information for the data subject**:

Maria Curie-Skłodowska University in Lublin with its main office at Pl. Marii Curie - Skłodowskiej 5, 20-031 Lublin (hereinafter referred to as: UMCS) informs that the data collected in connection with the conclusion of the contract will be processed solely for the purpose of implementing this contract.

Submission of data to the extent resulting from documents related to the conclusion of the contract and included in the contract itself is voluntary, but necessary to achieve the purpose of processing, failure to provide the data renders the conclusion of the contract impossible. The basis for data processing is the fact that the processing is necessary for the performance of the contract to which the data subject is a party, or to take action before its conclusion (art. 6 sec. 1 point b of the general regulation on the protection of personal data/GDPR).

Pursuant to articles 15-21 and art. 77 of the general regulation on the protection of personal data, the data subject has the right to access the data, amend it and - in cases provided by law - delete it or limit its processing, object to the processing of data, and submit a complaint to the supervisory body. The collected data will not be sold or made available to third parties, except for those authorized by law, and will not be transferred to third countries or international organizations, contrary to the provisions of the general regulation on personal data protection, it will not be used to make decisions in an automated mode, it will also not be profiled.

The data will be processed by UMCS during the term of the contract, and after that for archival purposes, in accordance with the law and UMCS procedures, as well as for the purposes and for the period and to the extent required by law to secure any possible claims.

UMCS has appointed a person supervising the area of ​​personal data processing, which can be contacted at: iod@mail.umcs.pl