

AGREEMENT FOR THE PERFORMANCE OF COMMISSIONED WORK

concluded in Poznan on, between:

.....
represented by:

.....
hereinafter referred to as the **Client**,

and

Poznan University of Technology, with its registered office in Poznan, ul. Jacka Rychlewskiego 1, 61-131
Poznan, Poland, Tax Identification Number (NIP): 7770003699, Statistical Identification Number (REGON):
000001608, represented by:

.....
hereinafter referred to as the **Contractor**.

The Client and the Contractor, hereinafter jointly referred to as the Parties, hereby enter into this Agreement with
the following content:

§ 1

[Subject Matter of the Agreement]

1. The Client commissions, and the Contractor undertakes to perform, commissioned work comprising the
following scope of work:
or
*The Client commissions, and the Contractor undertakes to perform, commissioned work comprising the
following scope of work:, as specified in detail in Attachment No.*
2. The work referred to in section 1 constitutes research work within the meaning of the Regulation of the Minister
of Science and Higher Education of 22 February 2019 on the Evaluation of the Quality of Scientific Activity. Title
of the research work:*
3. The research work shall be supervised by:*
4. Where the subject matter of this Agreement is performed by an entity other than a public entity, the provisions
of the Act of 19 July 2019 on Ensuring Accessibility for Persons with Special Needs shall apply, including the
minimum accessibility requirements for persons with special needs set out in Article 6 of that Act.

§ 2

[Method of Performance of the Service and Scope of the Commissioned Work]

1. The Contractor undertakes to carry out the work referred to in § 1(1) of this Agreement.
2. The Contractor declares that it possesses the personnel, equipment, resources, qualifications and experience
necessary for the proper performance of this Agreement.
3. The place of performance of the work shall be:

§ 3

[Time Limit for Performance of the Agreement]

1. The Contractor undertakes to complete the subject matter of the Agreement in its entirety no later than
.....
or:
*The Contractor undertakes to perform the subject matter of the Agreement in stages, in accordance with the
following schedule:*
Stage I -.....

Stage II -

.....

or

*The Contractor undertakes to perform the subject matter of the Agreement in stages, within the time limits specified in the implementation and financial schedule constituting Attachment No..... to the Agreement, provided that performance of the final stage shall be completed no later than **

2. The Parties agree that the manner of performance of the subject matter of the Agreement shall be consulted upon and determined on the basis of ongoing arrangements made by the representatives of the Parties. For the purposes of the arrangements referred to in the preceding sentence, communication in electronic form shall be sufficient.
3. The Parties designate the following persons as responsible for the performance of this Agreement and for mutual communications:
 - a) on behalf of the Client:
 -
 - b) on behalf of the Contractor:
 -
4. The Client shall proceed with acceptance of the subject matter of the Agreement (or of a stage thereof)* without undue delay. The Client shall complete the acceptance procedure within days from the date of receipt of the subject matter of the Agreement (or a stage thereof)* from the Contractor, provided that this period may be extended in the circumstances referred to in § 3(6).
5. Acceptance of the subject matter of the Agreement (or of a stage thereof)* without reservations shall be confirmed by an acceptance certificate signed by the authorised representatives of the Parties, subject to section 9.
6. The Client shall be entitled, within 7 days of receipt of the work, to submit objections to the Contractor concerning the conformity of the performance of the subject matter of the Agreement with the requirements specified in the description of the subject matter of the contract. Any such objections shall be accompanied by a statement of reasons.
7. In response to the justified objections of the Client referred to in § 3(6), the Contractor shall immediately commence the implementation of the required corrections and/or additions.
8. Upon completion of the corrections and/or additions, the provisions of § 3(4)–(7) shall apply accordingly.
9. If, despite completion of the work by the Contractor, the Client neither raises objections nor accepts the work (or a stage thereof)*, and in particular fails to provide the Contractor with a signed acceptance certificate within the period referred to in § 3(4), the work (or stage thereof) shall be deemed accepted upon expiry of that period. In such a case, the Contractor shall be entitled to prepare a unilateral work handover certificate, which shall constitute the basis for settlement of accounts, including the issuance of a VAT invoice.
10. If, during the performance of the Agreement, either Party considers that continuation of the work has become purposeless for significant and justified reasons, that Party shall immediately inform the other Party thereof. Any further performance of the Agreement, including its continuation, modification of scope or suspension of work, shall require agreement between the Parties together with determination of the rules governing settlement of the work performed and costs incurred up to that date.
11. The Parties agree that, for the purposes of the Value Added Tax Act, the date of performance of the service shall be the date on which the subject matter of the Agreement (or a stage thereof)* is delivered to the Client, as confirmed by an acceptance certificate or a unilateral work handover certificate, except where acceptance has not taken place due to material defects preventing acceptance of the work.

§ 4

[Contractor's Remuneration]

1. The Parties agree that, in consideration for the performance of the work constituting the subject matter of this Agreement, the Contractor shall receive remuneration in the amount of PLN: (in words:). Value Added Tax (VAT) shall be added to the above amount in accordance with the applicable regulations.
2. *The remuneration specified in section 1 shall also include remuneration payable to the Contractor in consideration of the assignment of the economic copyright referred to in § 8.**

§ 5

[Payment Terms]

1. Payments shall be made by the Client via bank transfer to the Contractor's bank account number: 02 1090 1362 0000 0000 3601 7895.
2. The basis for issuing a VAT invoice shall be the acceptance certificate signed by both Parties, referred to in § 3(5), or the unilateral work handover certificate referred to in § 3(9).
Remuneration shall be settled in a single payment following completion of the subject matter of the Agreement.
or
Remuneration shall be settled in instalments in accordance with the following schedule:
Instalment No. 1 – for Stage I – PLN,
Instalment No. 2 – for Stage II – PLN,
.....
or
*The detailed rules governing the settlement of remuneration are set out in the implementation and financial schedule constituting Attachment No..... to the Agreement.**
3. The Client shall pay the Contractor an advance payment in the amount of PLN on the basis of an advance VAT invoice (or a pro forma invoice). The advance payment shall be accounted for as part of the final settlement of the Agreement, unless the Parties have agreed that remuneration shall be settled in instalments. In such a case, the advance payment may be accounted for in the first available partial settlement, subject to the Client's prior written consent.*
4. Invoices shall be issued as structured electronic invoices through the National e-Invoicing System (KSeF), from the date on which the Contractor becomes legally obliged to use that system.
5. The payment period for an invoice shall be 14 days from the date of its delivery to the Client.
6. The date of payment shall be deemed to be the date on which the remuneration is credited to the Contractor's bank account.
7. In the event of early termination of the Agreement or discontinuation of the work, the Client shall cover the actual costs incurred in relation to the completed part of the work and any amounts resulting from obligations undertaken by the Contractor towards third parties.
8. A negative research result obtained in accordance with the Agreement shall not release the Client from the obligation to pay the remuneration determined in accordance with § 4(1).*
9. The Parties acknowledge that the Contractor, as an entity within the public finance sector, is required to comply with the provisions of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions, in particular with regard to statutory interest and compensation for debt recovery costs.
10. The Client declares that it has the status of a large undertaking within the meaning of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions. This declaration is made in accordance with the requirement set out in Article 4c of that Act.*
11. The Contractor declares that it has the status of a large undertaking within the meaning of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions. This declaration is made in accordance with the requirement set out in Article 4c of that Act.

§ 6

[Expiry and Termination of the Agreement]

1. The Agreement shall expire upon fulfilment of the obligations of the Parties.
2. The Agreement may be terminated at any time by mutual agreement of the Parties.

§ 7

[Confidentiality]

1. The Parties undertake to keep strictly confidential all information or materials, as well as all technical, technological, economic, financial, commercial, legal and organisational information relating to the subject matter of the Agreement or to the Parties, obtained in the course of performing the Agreement, irrespective of the form in which such information is communicated or its source.
2. The receiving Party undertakes not to copy, reproduce or otherwise disseminate any part of the information referred to in section 1 above, unless the disclosing Party has given its express prior written consent or such action is necessary solely for the proper performance of the Agreement.
3. The receiving Party undertakes to take all necessary measures to preserve the confidentiality of the information referred to in this section. In particular, it shall inform its employees, persons performing services on its behalf under contractual arrangements, and any other entities carrying out activities on its behalf in connection with this Agreement, of the obligation to maintain the confidentiality of the information referred to in section 1 above. It shall also inform such persons that any disclosure, publication or use of such information contrary to the provisions of section 1 above shall constitute a breach of Article 11 of the Act of 16 April 1993 on Combating Unfair Competition and may give rise to criminal liability pursuant to Article 23 of that Act.
4. In the event of a breach of the provisions of this section by either Party, the breaching Party shall be liable in accordance with the general principles set out in the Civil Code, up to the amount of the actual loss incurred.
5. The obligation of confidentiality shall not apply to information which:
 - is publicly known or publicly available otherwise than through any act or omission of the Parties, their representatives, employees or agents;
 - is required by applicable law to be disclosed to competent authorities or courts, provided that the receiving Party notifies the disclosing Party of such disclosure without undue delay and, in any event, no later than 14 calendar days thereafter;
 - the disclosing Party has expressly authorised in writing to be disclosed, and only to the extent specified by the disclosing Party.
6. The obligation of confidentiality shall remain in force indefinitely and shall survive the completion or termination of this Agreement.

§ 8

[Intellectual Property Rights]

1. The Parties declare that the results of the industrial research arising from the performance of this Agreement shall take the form of written studies and shall constitute a work within the meaning of Article 1 of the Act of 4 February 1994 on Copyright and Related Rights (hereinafter referred to as the "Work").
2. The Contractor declares that the Work produced shall be original and created by the Contractor and that, accordingly, the Contractor holds the full moral and economic copyright in the Work. Furthermore, the Contractor declares that the Work is free from physical and legal defects and, to the best of the Contractor's knowledge, is not subject to any third-party proprietary rights.
3. Upon payment of the remuneration by the Client, the Contractor shall assign to the Client the economic copyright in the Work, together with the exclusive right to use the Work, and the Client shall acquire the economic copyright in the Work and the exclusive right to exploit the Work in the course of its business activities, in all fields of exploitation specified in Article 50 of the Act on Copyright and Related Rights, namely:
 - with regard to the fixation and reproduction of the Work – producing copies of the Work by any technique, including printing, reprographic, magnetic recording and digital techniques;

- with regard to the distribution of the original Work or copies in which the Work has been embodied – placing the original or copies into circulation, lending or hiring the original or copies;
 - with regard to dissemination of the Work in a manner other than that specified above – public performance, exhibition, display, reproduction, broadcasting and rebroadcasting, as well as making the Work publicly available in such a way that any person may access it at a place and time individually chosen by them;
 - use and dissemination of the whole or parts of the Work by any technique, including printing, reprographic, magnetic, electromagnetic, optical and digital techniques, including in press publications, printed and electronic materials, and other communication channels, including the Internet;
 - fixation and reproduction of the Work, including by means of printing, reprographic, magnetic, electromagnetic, optical and digital techniques;
 - incorporation of the Work into computer memory;
 - public performance, reproduction, exhibition, display or making available of the Work or parts thereof in such a way that any person may access them at a place and time individually chosen by them;
 - introduction of the Work or parts thereof into the Internet, local computer networks and other computer networks, and making them publicly available through such networks;
 - preparation of foreign-language versions of the Work or parts thereof;
 - use and exploitation of the Work, including in the manners specified above, by the Client and by other entities authorised by the Client, for their own purposes or for the purposes of affiliated entities.
4. The Contractor declares that the assignment of economic copyright in the Work to the Client entitles the Client to use the Work for an unlimited period.
5. The Contractor declares that it grants the Client permission to prepare derivative works based on the Work, in particular through alterations, modifications and adaptations, including the creation of works inspired by the Work. Together with the assignment of economic copyright in the Work to the Client, the exclusive right to authorise the exercise of dependent copyright in the Work shall also be assigned, including the right to prepare and disseminate derivative works referred to in the preceding sentence.
6. Any results constituting the subject matter of industrial property rights, as well as any results not subject to such protection, arising from the performance of the Agreement, shall remain the property of the Contractor.*
7. *The Client undertakes to notify the Contractor of the implementation or commercial deployment of any product resulting from the work within no more than 30 days from the date of such implementation or deployment.**
8. *The Parties agree that the Client shall grant the Contractor a royalty-free, non-exclusive, worldwide licence, without the right to grant sublicences, to use the subject matter of the Agreement in connection with teaching activities and scientific research conducted by the Contractor, provided that the nature of the Contractor's scientific or educational activities does not conflict with the interests of the Client. The licence shall also permit the publication of results based on the subject matter of the Agreement to the extent and in the manner previously agreed with the Client.**
9. The Client shall not refer to the Contractor or to any member of the team performing the work in external communications, in particular in advertising or promotional activities, without the Contractor's prior written consent.

§ 9

[Force Majeure]

1. Neither Party shall be liable for any failure to perform, or improper performance of, this Agreement, nor for any loss or damage resulting from the occurrence of a Force Majeure event.
2. The occurrence of a Force Majeure event, its impact on the performance of the subject matter of the Agreement, and any resulting loss or damage must be demonstrated by the Party invoking Force Majeure.
3. For the purposes of this Agreement, "Force Majeure" shall mean external events which could not reasonably have been foreseen at the time of conclusion of the Agreement and over which neither Party has any control, including, in particular, war, acts of terrorism, civil unrest, natural disasters, accidents, fire, decisions of public

authorities, chemical or radioactive contamination of persons, real property or movable property, natural catastrophes, and epidemics.

4. The period during which a Force Majeure event continues, together with the period required to remedy its effects, shall be appropriately reflected in the timetable for performance of the Agreement.
5. A Party that is unable to fulfil its obligations as a result of Force Majeure shall notify the other Party thereof without undue delay and no later than three (3) working days after the occurrence of such event (or within three (3) working days after the cessation of the objective inability to provide such notification), and shall provide evidence substantiating the relevant circumstances.
6. Upon cessation of the Force Majeure event, the other Party shall be notified thereof without undue delay and, in any event, no later than three (3) working days thereafter.
7. Failure to comply with any of the requirements set out in sections 5 and 6 above shall result in the loss of the right to rely upon the occurrence of a Force Majeure event.

§ 10

GDPR Information Clause

Pursuant to 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 (the "GDPR"), the contracting party acknowledges that it has been informed that:

1. The controller of the personal data is Poznan University of Technology, with its registered office at ul. Jacka Rychlewskiego 1, 61-131 Poznan, Poland, e-mail: biuro.rektora@put.poznan.pl, telephone: +48 61 665 3639.
2. The Controller has appointed a Data Protection Officer, Mr Piotr Otomanski, who supervises the proper processing of personal data at Poznan University of Technology. The Data Protection Officer may be contacted by e-mail at: iod@put.poznan.pl.
3. Personal data shall be processed pursuant to Article 6(1)(b), (c), (e) and (f) GDPR for the following purposes:
 - a) processing personal data during the period preceding the conclusion of the Agreement for the purposes of preparing an offer or conducting negotiations, as well as during the performance, implementation, settlement and coordination of the Agreement by the natural persons designated as contact persons;
 - b) compliance with legal obligations incumbent upon the Controller, in particular those arising from accounting and tax regulations and archival obligations under applicable law;
 - c) performance of a task carried out in the public interest, in particular the conduct of scientific research, the provision of research services, and the transfer of knowledge and technology to the economy;
 - d) the establishment, exercise or defence of legal claims arising from the performance of the Agreement, constituting the Controller's legitimate interest.
4. The source of personal data may be the data subject or a Party to the Agreement. The following categories of personal data may be processed: personal data of representatives, employees and collaborators specified in the Agreement, as well as other contact details necessary for the implementation, coordination and settlement of the Agreement, including in particular: name and surname, business e-mail address, telephone number, academic degree or title, function or position, and place of work.
5. Recipients of personal data may include:
 - a) public authorities, government offices and other entities authorised under applicable law or carrying out tasks in the public interest or in the exercise of official authority;
 - b) other entities processing personal data on behalf of Poznan University of Technology under appropriate agreements, in particular providers of information technology services to the Controller.
6. The Controller shall retain personal data for the period necessary to document activities involving the data subjects in connection with pre-contractual measures and the performance of the Agreement, and for the period required by accounting and tax regulations. Where necessary for the establishment, exercise or defence of

claims arising from this Agreement, personal data shall be retained until the expiry of the relevant limitation periods. Documentation shall be archived in accordance with applicable legal requirements.

7. In connection with the processing of personal data, data subjects are entitled, subject to the conditions laid down in the GDPR, to exercise the following rights: the right of access to their personal data, the right to object, the right to rectification, erasure, portability and restriction of processing, as well as the right to lodge a complaint with the President of the Personal Data Protection Office.
8. Personal data shall not be transferred to a third country or to an international organization.
9. The provision of personal data is voluntary; however, it is necessary for the conclusion and performance of the Agreement.
10. Personal data shall not be processed by automated means, including profiling.

§ 11

[Final Provisions]

1. The representatives of the Parties confirm that, in connection with the conclusion of this Agreement, they possess valid and unrestricted authority to enter into this Agreement and to validly make declarations of intent on behalf of the Parties they represent, including the authority to incur obligations.
2. Matters not governed by this Agreement shall be governed by the provisions of the Civil Code, the Act on Copyright and Related Rights, and the Industrial Property Law Act.
3. Any amendments to this Agreement shall be made in writing, failing which they shall be null and void.
4. The Parties agree that any disputes arising out of or in connection with the performance of this Agreement shall first be resolved amicably and, failing such resolution, shall be submitted to the court having jurisdiction over the Contractor's registered office.
5. This Agreement has been executed in two counterparts of identical wording, one for each Party.

CLIENT:

CONTRACTOR:

Attachments:*

1. Description of the subject matter of the contract;
2. Implementation and financial schedule;
3. Contractor's tender;
4. Template acceptance certificate;
5.

* Delete as appropriate / optional provision.