

Załącznik nr 4 do zarządzenia nr 29 Rektora UW z dnia 16 sierpnia 2011 r. w sprawie wzorów umów zawieranych na podstawie Regulaminu nabywania, korzystania i ochrony własności intelektualnej na Uniwersytecie Warszawskim

Wzór

Agreement

concluded on in Warsaw between:

the University of Warsaw based in Warsaw, at 26/28 Krakowskie Przedmieście St., 00-927 Warsaw, NIP 525-001-12-66, hereafter referred to as “the University,” represented by:

.....

and

.....

[NAME AND SURNAME]

domiciled in [TOWN]

at no.,

holding an identification card no.

being a student/study program participant/doctoral fellow

.....

[NAME AND TYPE OF STUDIES]

run by

.....

[ORGANIZATIONAL UNIT]

of the University of Warsaw, hereafter referred to as the Contractor,

jointly called contracting parties

as to the following:

Considering that

Resolution No 314 of the Senate of the University of Warsaw adopted on January 19, 2011 on the enactment of rules of acquisition, use and protection of intellectual property at the University of Warsaw (hereafter referred to as “Rules”) imposes an obligation upon the head of an organizational unit of the University to conclude an agreement ensuring the acquisition of rights to creative products by the University, with a student, graduate and doctoral fellow prior to admitting them to a research project (§ 11 item 12 of the Rules),

the contracting parties have resolved as follows:

§ 1

Research project

The Contractor will participate in a research project

.....
[NAME OF THE PROJECT]

(hereafter referred to as the “Project”),

which is led by

.....
[PROJECT LEADER]

(hereafter referred to as the “Project Leader”

and performed by

.....
[ORGANIZATIONAL UNIT OF THE UNIVERSITY OF WARSAW]

in the period from

.....
[DATE OF COMMENCEMENT]

to

.....
[ESTIMATED DATE OF TERMINATION]

§ 2

Absence of other obligations

The Contractor declares that he/she is not bound by any agreement with any person or organization which would restrict the right to conduct research work in the Project, and undertakes not to sign any agreement which would restrict the right to conduct research work in the Project for its duration.

§ 3

Use of university facilities

1. In connection with the performance of the Project, the Contractor will use the facilities of the University of Warsaw (hereafter referred to as the “Facilities”). The Facilities made available to the Contractor in connection with the performance of the Project include in particular:

- a) rooms where research work is conducted,
- b) computer devices and telecommunication networks,

- c) library resources,
- d) computer databases,
- e) computer software,
- f) reagent,
- g) laboratory samples,
- h) financial funds,
- i) documents handed over in connection with the Project.

2. The Contractor shall use the Facilities exclusively for the purpose of conducting research connected with the Project and pursuance of the study program at the University.

3. The Contractor shall not use the Facilities for purposes other than conducting research connected with the Project and pursuance of the study at the University.

4. The Contractor shall not remove any part of the Facilities from the premises of the University, or any documents produced as part of the Project.

5. After the research connected with the Project is terminated, the Contractor shall cease to use the Facilities, except for the purpose of pursuing the study program at the University.

§ 4

Safety of research work

1. The Contractor states that he/she has become acquainted with occupational safety and health rules governing laboratory research, connected with the Project.

2. The Contractor shall undertake activities aimed at the protection of safety and health of his/her own and other persons in connection with research work conducted in the Project.

3. The Contractor shall comply with the safety and health orders and guidelines handed over by the Project Leader, and to follow operation instructions of laboratory equipment.

4. In case he/she lacks knowledge on how to handle the equipment properly, the Contractor shall make a motion to the Project Leader.

5. The Contractor is aware of the health risks and hazards connected with the performance of the Project and confirms that he/she has made an informed decision to participate in the Project after an independent analysis of these health risks and hazards.

§ 5

Compliance with the law and researcher's ethics

The Contractor shall obey legal provisions, internal regulations of the University and ethical standards of research conduct while doing research work connected with the Project.

§ 6

Rules of management of intellectual property – Works

1. Irrespective of the provisions of Art. 12, Art. 14 and Art.14 section 3 of the Law on Copyright and Related Laws of February 4, 1994 (Journal of Laws of 2006, No. 90, item 631 with later amendments), the Contractor shall transfer to the University the economic copyrights to creative works (including computer programs and databases), exclusive rights to objects of related rights and sui generic rights to databases (hereafter jointly referred to as “Works”) which have been produced in course of the Project, in the entire world and in all fields of exploitation existing at the time of concluding this agreement, and in particular: recording, multiplying, disseminating by any existing means including sharing on the Internet, circulating copies, leasing and letting copies, broadcasting, and performing as defined in Art. 6 section 9 of the Law on Copyright and Related Rights. The University shall acquire the economic copyrights to Works upon their acceptance.
2. The Contractor shall likewise transfer to the University the exclusive right to authorize the exercise of dependent copyright to Works. The University shall acquire the right to authorize the exercise of dependent copyright upon the acceptance of the Works.
3. For the transfer of the rights mentioned in items 1 and 2, the Contractor shall be paid a remuneration in the amount of 10% of the net revenues - without VAT and minus costs incurred by the University - made by the University on exploitation of the Works produced by the Contractor.
4. In the event that several Contractors (hereafter referred to as “Co-Authors”) have participated in the production of a given Work, each of them shall be entitled to an equal share in the amount of money constituting 10% of the net revenues - without VAT and minus costs incurred by the University – made by the University of exploiting the Works produced by the Co-Authors. If, however, at the request of the Project Leader or no later than 2 months to the date of payment provided below in item 5 all Co-Authors file a written statement specifying a different method of dividing the amount falling to them, remuneration will be paid out according to the method included in the statement.
5. The Contractor shall be entitled to issue a bill no later than by March 15 of the year following the calendar year in which the University collected the revenue mentioned in items 3 and 4. The payment of the remuneration shall be made after the bill is accepted but no later than within 14 days of its receipt by the University.
6. The remuneration defined in item 3 shall constitute the entire remuneration due to the Contractor for the transfer of his/her rights to the Works.
7. The Co-Authors shall determine the way of making joint decisions regarding the execution of their rights, and in particular, appoint a plenipotentiary to represent them in dealings with the University.
8. The Contractor shall immediately submit all Works he/she has produced while working on the Project to the Project Leader.
9. The Contractor shall retain his/her personal copyright to the Work created in course of the Project. Especially, the Contractor retains the right to be named as the author or co-author of the Work.
10. The Contractor shall collaborate with the University in applying for registration and legal protection as well as commercialization of the Works he/she has created in course of the Project, without any additional remuneration.

11. The obligation set forth in item 10 shall apply also to the period following the termination of the Project.

12. The Contractor shall abstain from any activity which may prevent legal protection and commercialization of the Works he/she has created in course of the Project.

13. The Contractor shall furnish to the University all information he/she possesses regarding potential limitations on legal protection of the Works created in course of the Project.

§ 7

Rules of management of intellectual property – Inventions

1. Irrespective of the provisions of Art. 11 section 3 of the Law on Industrial Property of June 30, 2000 (Journal of Laws of 2003, No. 119 item 1117 with later amendments) , the Contractor shall transfer to the University all financial rights connected with the inventions, utility models, industrial designs, trademarks, topographies of integrated circuits, plant species (hereafter referred to as “Creative Products”) developed in course of the Project. In particular, the Contractor shall transfer to the University the right to patent the inventions, obtain legal protection of utility models and industrial designs, as well as the right to acquire other exclusive rights to the above mentioned objects. The University shall acquire all economic rights to Creative products upon the acceptance of their submission by the Project Leader.

2. For the transfer of the rights mentioned in items 1 and 2, the Contractor shall be paid a remuneration in the amount of 10% of the net revenues - without VAT and minus costs incurred by the University - made by the University on exploitation of the invention produced by the Contractor.

4. In the event that several persons participating in the Project (hereafter referred to as “Co-Authors”) have contributed to the development of a given Creative Product, each of them shall be entitled to an equal share in the amount of money constituting 10% of the net revenues - without VAT and minus costs incurred by the University – made by the University on exploiting the Creative Products developed by the Co-Authors. If, however, at the request of the Project Leader or no later than 2 months to the date of payment provided below in item 5 all Co-Authors file a written statement specifying a different method of dividing the amount falling to them, remuneration will be paid out according to the method included in the statement.

5. The Contractor shall be entitled to issue a bill no later than by March 15 of the year following the calendar year in which the University collected the revenue mentioned in items 3 and 4. The payment of the remuneration shall be made after the bill is accepted but no later than within 14 days of its receipt by the University.

6. The remuneration defined in item 3 shall constitute the entire remuneration due to the Contractor for the transfer of his/her rights to the Creative Products.

7. Co-authors of the Creative Product shall determine the way of making joint decisions regarding the execution of their rights, and particularly appoint a plenipotentiary to represent their interests in dealings with the University.

8. The Contractor shall immediately submit all Creative Products he/she has developed while working on the Project to the Project Leader.

9. The Contractor shall collaborate with the University in applying for registration and legal protection as well as commercialization of the Creative Products he/she has developed in course of the Project, without any additional remuneration.

10. The obligation set forth in item 8 shall apply also to the period following the termination of the Project.

11. The Contractor shall abstain from any activity which may prevent legal protection and commercialization of the Works he/she has created in course of the Project.

12. The Contractor shall furnish to the University all information he/she possesses regarding potential limitations on legal protection of the Creative Products developed in course of the Project.

§ 8

Rules of management of intellectual property – other results

The Contractor shall submit to the University research results not constituting Works or Creative Products which have been obtained in course of the Project. The provisions of § 7 items 2-12 of this agreement shall be applicable accordingly.

§ 9

Confidentiality and documentation

1. The Contractor shall undertake not to disclose, whether as a presentation or publication, any information, Creative Product, Work or Research Result which he/she has produced or become familiar with in connection with the tasks carried out as part of the Project, or by means of using the Facilities, unless upon the consent of the University, granted under this agreement.

2. The Contractor shall undertake not to use, to ends other than performance of the Project, any information, Creative Product, Work or Research Result which he/she has produced or become familiar with in connection with the tasks carried out as part of the Project, or by means of using the Facilities, unless upon the consent of the University, granted under this agreement.

3. In case the Contractor breaches the duties defined in items 1 and 2, he/she shall bear full liability according to the provision of the law for all losses caused by disclosure of information, Creative Products, Works or Research Results, and the University shall be entitled to seek full compensation in accordance with the provisions of the Civil Code.

4. The Contractor shall undertake to document work on Creative products, Works and other Research Results in compliance with the rules adopted by the University and the Project Leader.

§ 10

Rules of withdrawal from the agreement and compensation claims

1. In case of a failure to perform the agreement by the Contractor, a delay in performing it, inadequate performance of the agreement or a break in performing it, and especially in case of activities described in

§ 6 items 10, 11, 12, 13 and § 7 items 9, 10, 11, 12, the University may withdraw from the agreement effective immediately.

2. In the event that the University has sustained a loss caused by non-performance or inadequate performance of the agreement, and especially in case of a failure to fulfill the obligations defined in § 6 items 10, 11, 12, 13 and § 7 items 9, 10, 11, 12, the University may sue the Contractor for full damages in accordance with the provisions of the Civil Code.

§ 11

Final provisions

1. The provisions of the Civil Code shall be applicable in matters not regulated by this agreement.
2. All changes to the agreement shall be made in writing under pain of invalidity.
3. All disputes arising from this agreement shall be settled by appropriate courts.
4. The present agreement has been concluded in the mode of Art. of the Law on Public Orders.
5. The agreement has been drawn up in two identical copies, with one for each party.

CONTRACTOR

UNIVERSITY

.....

.....

Signature

Signature