

Annex No. 3 - Template of a contract for the transfer of proprietary copyrights

CONTRACT FOR THE TRANSFER OF PROPRIETARY COPYRIGHTS

Concluded on.....in Warsaw, hereinafter referred to as the "Agreement", between:

Polish National Agency for Academic Exchange, with its registered office in Warsaw, address: 00-635 Warszawa, ul. Polna 40, NIP (tax identification number): 5272820369, REGON number: 368205180, hereinafter also referred to as **"the Agency"**, **"NAWA"**

represented by:

Łukasz Wojdyga – Director

and

University / Scientific Unit / Research Institute ..., address: ..., NIP (tax identification number): ..., REGON number: ..., hereinafter referred to as the **"Beneficiary"**,

represented by:

... / name and surname - ... / position/

hereinafter referred to as **"the Parties"**,

and jointly referred to as "the Parties"

The Parties, having regard to the contract concluded between them on..... for the financing of the Beneficiary Project as part of *Improving the competences of the academic staff and the institution's potential in accepting people from abroad - Welcome to Poland*, and in particular §16, conclude a contract with the following content:

Definitions

§ 1.

Whenever the contract uses the term:

- 1) Project - should be understood as a project referred to in the contract between the Beneficiary and the Agency for financing the Beneficiary's Project under the Programme "Increasing competencies of the academic staff and the institutions' potential to receive people from abroad – Welcome to Poland";
- 2) Contract – it should be understood as this Contract;
- 3) Work – should be understood as any project result created in connection with the Project's implementation, developed in accordance with the terms of the contract between the Beneficiary and the Agency on financing the Beneficiary's Project under the Programme,

constituting a work as defined in the Act of 4 February 1994 *on copyright and rights related* (Dz. U. z 2017 r. item 880, as amended);

Subject of the Agreement

§ 2.

1. The Parties jointly declare that the Agreement is concluded in order to fulfil the Beneficiary's obligation under § 16 of the agreement between the Beneficiary and the Agency for financing the Beneficiary's Project of..... as a result of the Agency's written application of Letter sign:, constituting Annexe No..... to the Agreement.
2. The subject of the Agreement is the transfer of the proprietary copyrights to the Work to the Agency by the Beneficiary and granting the Agency a license to use the Work by the Beneficiary.

Transfer of proprietary copyrights

§ 3.

1. The Beneficiary transfers the proprietary copyrights to the Work to the Agency, without limitation as to the territory, time, number of copies in the following fields of use:
 - 1) recording, copying, putting into the computer memory and computer network servers,
 - 2) displaying and public presentation on the screen, including during seminars and conferences,
 - 3) using in publishing materials and in all kinds of audiovisual and computer media,
 - 4) multiplication by printing or recording on a magnetic medium in electronic form,
 - 5) placing on the market,
 - 6) free distribution of copies,
 - 7) using, in whole or in part, and including other works, development by adding various elements, updating, modifying, translating into foreign languages, changing colours or sizes of whole or part,
 - 8) entering all or part into the Internet computer network in a manner enabling the user's transmission through the user, including recording in RAM,
 - 9) publication and dissemination, in whole or in part, by means of vision and sound in wired networks or by wireless transmission via a terrestrial station or via a satellite.
2. The Beneficiary transfers to the Agency the right to exercise dependent rights and the right to consent to the exercise of dependent rights to the Work in the fields of exploitation specified in paragraph 1
3. The effect of disposing the copyrights will take place upon the conclusion of the Agreement.
4. Transfer of proprietary copyrights to the Agency in the fields of exploitation specified in paragraph 1 shall be made as part of financing the Project Beneficiary.
5. The Beneficiary declares that the performed and delivered Work is free from physical and legal defects, and that the Beneficiary uses exclusive proprietary copyrights to the Work to the extent necessary to transfer these rights to the Agency and that these rights are not limited in any way. Moreover, the Beneficiary declares that the disposal of the Work does not infringe any industrial and intellectual proprietary rights, in particular: patent rights, copyrights and trademark rights.

6. The Parties agree that if it appears that the third party makes claims to the Work, after notification by the Agency, the Beneficiary shall immediately proceed to clarify the case and make such claims at its own expense and risk and, in addition, satisfy all legitimate claims against the Agency, and their reprimand from the Agency – regressively reimburse the Agency of all the claims covered and all related expenses and charges, including the costs of the process and legal services. The Beneficiary will be obliged to perform the obligations indicated in the preceding sentence only if the claims to the Work result from reasons attributable to the Beneficiary.
7. If the Work has legal defects or for reasons attributable to the Beneficiary of the incident referred to above, preventing the use of the Work and the rights of the Agency, the Beneficiary is obliged to deliver a version of the Work free from defects in agreed time by the Parties, meeting the requirements set out in the Agreement and repairing damages resulting from this on the side of the Agency. In the situation described in the preceding sentence, the Agency may withdraw from the Agreement within 30 days from the date of becoming aware of the situation resulting in the withdrawal, which produces the effects specified in § 16 of the agreement between the Beneficiary and the Agency for financing the Beneficiary's Project within the Programme. Withdrawal from this Agreement does not exclude the Beneficiary's payment of compensation for damage caused.
8. The Parties undertake not perform their rights to the Work in a way that limits the other Party in the performance of rights to the Work.
9. The Beneficiary undertakes not to register as trademarks, on its own behalf or on behalf of other entities, graphic, verbal or audiovisual works constituting elements of the Work covered by the Agreement.
10. At the Agency's request, the Beneficiary is obliged to deliver copies of the Work to the Agency on the medium indicated by the Agency. The Agency also acquires the ownership of the media on which the Work was recorded and delivered as part of Project financing.

Granting a license

§ 4.

1. At the same time, the Agency grants the Beneficiary a non-exclusive license, for an indefinite period, to use the Work on the fields of exploitation indicated in § 3 paragraph 1 of the Contract. The License does not entitle to authorise sub-licensing and transferring it to third parties. The license is valid on the territory of the Republic of Poland and beyond its borders.
2. The effect of the license granting will be performed upon the conclusion of the Agreement.
3. Granting a license to the Beneficiary in all of the mentioned fields of exploitation shall be made free of charge.
4. The Agency is entitled to terminate the Agreement within the scope of the license granted with a 10-year notice period with effect at the end of the calendar year.

Severability Clause

§ 5.

1. If it is concluded that any provision of the Agreement is invalid or ineffective by law, this fact will not affect the validity and effectiveness of the remaining provisions, unless it is obvious that without the invalid or futile provisions, the Agreement would not have been concluded.

2. In the situation referred to in paragraph 1, the Parties shall be obliged to conclude an annex to the Contract, in which they shall form substitute provisions, which economic and economic purpose shall be equivalent or as close as possible to the purpose of the invalid or ineffective provisions.
3. If the circumstances clearly indicate that without an invalid or void term, the Agreement would not be concluded, the Parties will be obliged to proceed immediately to negotiations aimed at concluding a new contract whose economic goal will be equivalent or as close as possible to the purpose of the Contract. Until the negotiations referred to in the preceding sentence have been completed, the Parties shall be obliged to perform the obligations provided for in the Contract to the extent that it will not conflict with the mandatory provisions of law and legitimate interests of the Parties.
4. In the event of failure to reach agreement on the content of substitute provisions, generally applicable provisions of law shall apply, in particular the Act on Copyright and Related Rights and the Civil Code.

Final provisions § 6.

1. All modifications to this Agreement must be made in writing under pain of nullity.
2. The Parties will make every effort to amicably settle any disputes and uncertainties related to the implementation of the Contract and remaining in connection with it. If the Parties fail to reach an agreement, all disputes shall be resolved by the general court competent for the seat of the Agency.
3. The Contract was drawn up in three identical copies, one for the Beneficiary, two for the Agency.
4. The following annexes constitute an integral part of the Contract:
 - 1) Annex No. 1 - a written request of the Agency dated....., document sign:
.....

Polish National Agency for Academic Exchange

Beneficiary