

WARSAW UNIVERSITY OF TECHNOLOGY

Regulation No. 143/2020

of the Rector of the Warsaw University of Technology of 20 November 2020

on concluding contracts for research work at the Warsaw University of Technology

Pursuant to Article 23 section 1 of the Act of 20 July 2018 Law on Higher Education and Science (Journal of Laws of 2020 item 85, including later amendments) it is resolved as follows:

§ 1

1. We hereby introduce a template for a contract for research work specified in the annex to the Regulation.
2. A contract for research shall be concluded on behalf of the Warsaw University of Technology by the Rector, head of the organizational unit conducting research, or any other party authorized by the Rector.
3. In the contract, the University may oblige itself to transfer proprietary copyright to the research results to the counteragent provided that
 - 1) the copyright is already owned by the Warsaw University of Technology, or
 - 2) the contracts concluded with the authors include provisions on the transfer of their copyright to WUT.
4. In the contract for research work, the University may be obliged to grant the counteragent with a license for utilizing the research results providing that
 - 1) the conditions specified in section 3 are fulfilled, or
 - 2) the contracts concluded with the authors include terms of granting WUT with a license for utilizing their copyright to the extent no lesser than the extent of the license for the counteragent.
5. The Parties may formulate the terms of a specific contract in a way deviating from the Template defined in section 1.

§ 2

When concluding and implementing contracts for research work, the following Regulations of the WUT Rector shall apply:

- 1) Regulation on the system of internal financial control at the Warsaw University of Technology
- 2) Regulation on awarding public procurement at the Warsaw University of Technology
- 3) Regulation on detailed rules and responsibilities of heads, employees, and students regarding following the safety and hygiene regulations of work and education.

§ 3

Regulation No 45 of the WUT Rector of 27 November 2007 on concluding contracts for research work including the amending Regulation No 2/2011 shall be repealed.

§ 4

The Regulation enters into force upon signing.

RECTOR

Professor Krzysztof Zaremba

CONTRACT
FOR RESEARCH WORK

concluded on..... in Warsaw between.....
.....
(name and address)

National Court Register number /no in the Register of Business
Activity....., conducted by....., REGON,
hereinafter referred to as **Contracting Party**, represented by:

- 1).....
- 2).....

acting upon

and

Warsaw University of Technology

.....
.....
(organizational unit)

hereinafter referred to as **Contractor**, represented by:

.....
(person authorized by the WUT Rector to conclude contracts)

§ 1

1. The Contracting Party shall commission and the Contractor shall undertake to perform the following work for the Contracting Party:

.....
.....

- 2. The work shall be performed in the period from to
- 3. The Contractor may commission subcontractors to do part of the work. The Contractor shall be responsible for the subcontractors performing work.
- 4. The provisions and extent of work, conditions for the work implementation, the division into stages constituting a separate subject of receipt and settlement, date of commencement and completion of the stages, and form of completion (stages) shall be specified in Annex No. 1 to this Contract.
- 5. Research and science work defined in section 1 is subject to VAT. The Contractor declares that they are a VAT payer and have a tax identification number NIP

§ 2

1. The Contracting Party shall pay the Contractor net remuneration of PLN (in words:) plus VAT for performing the work specified in § 1.
The remuneration for individual stages of work is specified in Annex No 2 to the Contract.
2. The negative result of the whole work shall not exempt the Contracting Party from the obligation to pay for the performed work.

§ 3

1. The Contracting Party shall transfer an advance payment within 14 days of concluding this Contract/commencing each stage* to the Contractor's account, amounting to % of the total contractual remuneration*, remuneration for each stage*, specified in § 2.
2. As soon as money is transferred into the account mentioned in § 5 section 2, the Contractor shall immediately issue an advance payment invoice

§ 4

1. This Contract shall be settled:
 - 1) once, after the receipt of work; */
 - 2) in stages, after the receipt of each stage.*/
2. The Contractor of research work shall notify the Contracting Party about completing each stage of research work, which constitutes a subject of separate settlements following this Contract, and about completing the research work.*/
3. Upon the completion and receipt of the entire work by the Contracting Party, the Contractor shall issue a final invoice, from which advance invoices or stage invoices shall be deducted.

§ 5

1. The Contractor may issue invoices within 7 days of completing individual work following the guidelines and the timetable in Annex No 1 to this Contract. The invoice shall be issued based on the record of transfer and receipt, mentioned in § 12 section 1, and confirming the completion of individual work in compliance with the timetable.
2. The Contracting Party shall pay for the invoice issued by the Contractor within 14 days of issuing the invoice into the account in Bank PEKAO SA IV O/Warszawa number
3. In the event of delayed remuneration payment, the Contracting Party shall pay statutory interest for each day of delay.

§ 6

1. Terms of possible sharing and utilizing the inventive projects owned by the Contractor during the implementation of the Contract and the amount of remuneration for the creators of the project shall be defined in a separate license agreement.
2. Inventive projects created during the performed work shall belong to the Contractor, who shall grant the Contracting Party with the right to utilize them, without the possibility to transfer this right to a third party. The amount and principles for settling additional remuneration for the Contractor arising from the Contracting Party utilizing the aforementioned projects shall be specified in separate contracts.*/

§ 7

1. The Contracting Party shall not invoke the Contractor or any member of the team performing the work in external relations, specifically in advertising, without the prior written consent of the Contractor.
2. The Contracting Party shall not invoke the Contractor or any of their employees or any units superior or inferior to them in external relations without the prior written consent of the Contractor.

§ 8

1. Supplying or sharing by the Contracting Party all documents, equipment, devices, and resources defined in Annex No. 3 to this Contract and indispensable for performing the work is a condition for timely completion of the work.
2. If the Contracting Party fails to fulfil the obligations specified in section 1, the Contractor has the right to postpone the completion date of work by the period resulting from the delay caused by the Contracting Party or to calculate penalty fees.

§ 9

1. The Contractor shall be responsible for any materials, devices, and equipment provided by the Contracting Party and shall clear all accounts upon the completion of the work.
2. The Parties shall decide on the ownership or further use of any objects purchased and created during the work or provided by the Contracting Party in the work receipt record.

§ 10

The Parties shall appoint the representatives authorized to control the implementation and participate in the committee for transfer and receipt of individual stages of work:

- 1) The Contracting Party:
 - a)
 - b)
- 2) The Contractor:
 - a)
 - b)

§ 11

1. If during the work the Contracting Party concludes that further work is pointless, they shall immediately notify the Contractor about it. In that case, the Parties shall decide on the extent of work advancement within 14 days of the Contracting Party notifying the Contractor about the intention to terminate work.
2. If the work is stopped or the contract is terminated due to the Contracting Party's fault, or for reasons beyond the control of the Contractor, the Contracting Party shall pay for the performed work an amount equal to the expenses incurred by the Contractor plus the profit rate specified in Annex No. 2 to this Contract.

§ 12

1. The Contractor shall notify the Contracting Party about **their readiness for final transfer and receipt of work or its part 7 days prior to the deadline specified in the timetable.**
2. Individual tasks arising from the timetable shall be settled based on the transfer-receipt records of each task drawn up by the Committee consisting of persons appointed by the Parties and listed in § 10.
3. The Committee consisting of persons appointed by **the Parties and listed in § 10** shall immediately conduct an acceptance inspection of the whole work after being notified by the Contractor about completing the work. A final record is drawn up to be signed by the Committee and the representatives of the Contractor.
4. If the Committee decides that supplementary work is necessary, but with the Contractor not at fault, the Parties shall draw up an annex in which they shall decide on the extent of supplementary work and the remuneration payable to the Contractor.
5. If the work or its stage is not transferred and received within 14 days of notifying about the readiness for transfer and receipt of the work or its stage, the Contractor has the right to draw up a one-sided record on which the VAT invoice shall be based.

§ 13

1. The Parties declare that the provisions of this clause shall apply to any information, including technical, technological, financial, commercial, legal, organizational, and any other received, entrusted, or obtained to process in conjunction with concluding or implementing this contract, independently of its form, source, and manner of obtaining, hereinafter referred to as “Information”.
2. The Parties shall not disclose, transfer, or use in its activities to the extent exceeding the one necessary to implement this Contract any Information obtained from the other Party in conjunction with the implementation of the Contract, specifically:
 - 1) Information with a confidential status for each Party as stipulated in the provisions of the Law on Fighting Unfair Competition
 - 2) Other confidential Information protected by the applicable law, specifically confidential telecommunications information.
 - 3) The content of the Contract, and information on concluding and provisions of the Contract.
3. The Parties shall protect the Information with due diligence, i.e., ensure its confidentiality, integrity, and availability during the implementation of the Contract and after its expiry or termination as well, which shall involve:
 - 1) Utilizing the Information solely to implement the Contract.
 - 2) Ensuring such conditions for processing the Information to prevent any unauthorized persons from accessing it and to ensure the effective operation of any resources used for processing the Information, including the infrastructure utilized for their transfer, and proper security for the tools, devices, and rooms so that the Information is protected against loss, disclosure, misplacement, and unauthorized changes. The right to access Information shall only be granted to the employees of the Parties, subcontractors of the Parties, or entities dependent on or controlled by the Parties exclusively to the extent indispensable to perform the duties related to the implementation of the Contract.
 - 3) Refraining from copying, duplicating, or disseminating the Information or any of its parts, except for when it is indispensable to implement the Contract.
4. If the objective of Information processing is no longer valid, the Contract is terminated or expires, the Parties shall return or destroy on demand any documents containing the Information, including their copies and delete the Information from any media, software,

and devices utilized for its processing within 5 (five) working days of the Contract expiry date.

5. The Parties shall immediately (no later than 2 (two) working days after confirming) notify about any confirmed or suspected breach of the provisions of this clause known to the Parties, specifically if the breach relates to the misuse by the employees and co-workers, disclosure of the Information to unauthorized persons, loss of the Information, loss of access to the Information, unauthorized changes in the Information or any other loss of confidentiality, availability or integrity of the Information.
6. The provisions of sections 1–5 shall not apply to the extent of confidentiality obligation in conjunction with any Information or its part transferred by the Parties if:
 - 1) the Information is published, known, or made officially available to the public without breaching the provisions of the Contract and applicable laws, or
 - 2) the Information has been legally transferred by the third party without breaching any obligations not to disclose it to any of the Parties, or
 - 3) the Information has been disclosed by one of the Parties following prior written consent of the second Party, or
 - 4) the Information has been disclosed by one of the Parties based on the applicable laws or upon demand of the authorized body or court.
7. In uncertain cases, the Party that has disclosed the Information shall be held responsible for proving that the circumstances mentioned in section 6 have actually occurred.
8. To protect the Information against unauthorized disclosure or amendment, the Parties shall exchange the Information with due diligence.
9. The Parties shall be responsible for informing the employees, co-workers, sub-suppliers, and any other persons implementing the Contract about the principles for protecting the Information defined in the Contract, obligation to follow these principles, and enforce their observing.
10. Each Party shall delete all data constituting the Information from any information carriers, specifically constituting confidential information about the other Party disclosed by that Party within 14 (fourteen) days of the Contract expiry. The Information shall be deleted in a manner preventing its recreating. The Party shall inform the other Party about the planned destruction of carriers 5 (five) days in advance. The Party transferring the Information has the right to be present during the destruction. The destruction of the Information shall be confirmed by a record of destruction or transfer and receipt record if the Information is returned.
11. The Parties shall not disclose the Information in any manner, neither the whole nor part of it, without the prior consent of the other Party, unless the obligation to disclose it is required by applicable laws or is required by any administrative or penal proceedings in progress, including proceedings in a petty offense case, or the Information is disclosed in conjunction with the implementation of the Contract, specifically to the advisors and subcontractors. If the Information is disclosed to a third party, the disclosing Party shall stipulate its confidentiality unless it is unacceptable due to applicable laws and shall ensure that the person to whom the Information has been disclosed shall keep the Information confidential in compliance with principles specified in the Contract.
12. Each Party shall protect the Information independently of its form of processing (oral transfer, paper documents, or information recorded electronically, among others). For this purpose, each Party shall implement and apply appropriate procedures and physical, organizational, and technological securities at their expense. To protect the Information, each Party shall utilize security measures at least as strong as those used to protect their own confidential information not related to the implementation of the Contract.
13. In the event of the Contract termination, however arising, the provisions of this paragraph of the Contract shall be valid for the period of..... years after its termination.

14. No terms of the Contract shall exclude any further obligations to protect the Information provided for in applicable laws.
15. For each disclosure of the Information with a breach of the Contract, the Party guilty of disclosure shall pay the injured Party a contractual penalty amounting to PLN (in words: thousand PLN and 00/100), which shall not exclude the Party from claiming damages in line with general principles.
16. If during the implementation of the Contract any issues related to intellectual property other than those listed in § 6 section 2 arise, it shall be the subject of separate agreements.
17. Spreading, publishing, or sharing the work and its results with other persons is possible after a prior written agreement of the Parties on the conditions for disposing of the work and its results.

§ 14

1. If one of the Parties does not adhere to the terms of the Contract, the other Party shall have the right to **terminate the Contract without notice**, previously summoning the Party not adhering to the terms of the Contract to follow them closely. The Party terminating the Contract may demand a contractual penalty amounting to% of the contractual remuneration.
2. The Contractors shall pay a contractual penalty to the Contracting Party:
 - 1) For delayed transfer of the work (stage) –% of the contractual remuneration for each day of delay.
 - 2) For transferring work (stage) with defects if this has hindered the receipt of work -% of the contractual remuneration.
3. The Contracting Party shall pay a contractual penalty to the Contractor:
 - 1) For delayed delivery of documents, equipment, and devices listed in Annex No 3 to this Contract – amounting to% of the contractual remuneration for each day of delay.
 - 2) For delayed receipt of work - amounting to% of the contractual remuneration for each day of started delay beginning for the next day after the deadline in which the receipt should take place.
4. The total amount of contractual penalty payable to the Contracting Party or the Contractor shall not exceed 10 % of contractual remuneration.
5. Each Party may claim compensation exceeding the amount of contractual penalties in line with general principles.

§ 15

1. Each Party has the right to terminate the Contract in writing with a month notice.
2. The Parties may jointly terminate the Contract by the mutual agreement at any time.

§ 16

This Contract shall be governed by the law of Poland. All matters unregulated herein shall be settled by the Polish Civil Code.

§ 17

Any alterations or amendments to the Agreement shall be made in writing in an annex signed by both Parties, otherwise being null and void.

§ 18

Additional provisions
.....
.....

§ 19

All disputes arising from this Contract shall first be settled amicably. Any disputes that cannot be resolved amicably shall be settled by a competent common court having jurisdiction over the seat of the Contracting Party.

§ 20

The Contract has been executed in identical copies, in Polish and English, including copies for the Contracting Party and copies for the Contractor.

Annexes constitute an integral part of this Contract:

No. 1 – Provisions and Timetable of Work

No. 2 – Remuneration for Individual Stages of Work

No. 3 – List of Equipment, Devices, and Materials Provided by the Contracting Party

CONTRACTOR

CONTRACTING PARTY

*choose as appropriate