*Annex 5 - Model contract for the transfer of author's economic rights*

**AGREEMENT**

**transfer of economic copyright**

concluded on ........................ between:

1) **the University of Rzeszów,** ul. Rejtana 16c, 35-959 Rzeszów, NIP 813-32-38-822, represented on the basis of the power of attorney of the Rector of the University of Rzeszów by:

Dr Maciej Wnuk, Prof. UR - Director of the Doctoral School at the University of Rzeszów

hereinafter referred to as the **UNIVERSITY**,

a

2) .............................................................................................................................................

name and surname of doctoral student in the Doctoral School at the University of Rzeszów

Album number ......................................

Discipline:........................................................

hereinafter referred to as the **AUTHOR**.

**§ 1**

1. The subject of the present agreement (hereinafter referred to as the "**Agreement**") is the transfer by the Author to the University of copyrights to all materials, compilations, reports, drawings, diagrams, graphics, photographs, studies and other works (hereinafter referred to as the "**Work**") created in connection with the project implemented by the University entitled UR an international PhD student as part of the STER Programme - Internationalisation of Doctoral Schools co-financed by the National Agency for Academic Exchange (hereinafter referred to as the "**Project**"). The project is realised on the basis of the agreement no. .................................................. of .............................. between the University and the National Agency for Academic Exchange (grant application number BPI/STE/2023/1/00001/DEC/01).
2. The University shall be entitled to dispose of and use the Works for all purposes of the Project, including for the purpose of granting to the National Agency for Academic Exchange a royalty-free non-exclusive licence to use the Works, without limitation as to time, territory and number of copies, for informational and promotional purposes and any other statutory purposes of the University, including teaching, scientific, informational, promotional, marketing purposes.

**§ 2**

1. The Author transfers gratuitously to the University the entirety of the author's economic rights to the Works created in connection with the Project, together with the exclusive right to exercise and permit the exercise of the dependent copyright, to use and dispose of these Works/developments of the Works in the country and abroad indefinitely. The transfer shall take place as soon as the Work is transferred to the University in any form, without the need for any additional declaration in this respect by either Party.
2. The transfer of copyrights shall take place in all fields of exploitation known at the date of conclusion of the Agreement, in particular the following fields of exploitation:
3. permanent or temporary recording or reproduction in whole or in part, by any means and in any form, irrespective of format, system or standard, including by printing, reprography, magnetic, digital, electronic, photographic, optical, laser techniques, on all types of media suitable for the form of recording in question, including by entry into computer memory, and permanent or temporary recording or reproduction of such records, including the making of copies and any use and disposal of such copies;
4. marketing, lending or leasing of the original or copies, in any form or technique, including via an IT and multimedia network (including the Internet), including through publishing in printed and multimedia publications, without limitation of the number of print runs, editions and copies;
5. creation of new versions, developments and adaptations (translation, adaptation, rearrangement or any other changes);
6. public dissemination, in particular performance, exhibition, display, reproduction and broadcasting and re-broadcasting in any system or standard, as well as making the Work available to the public in such a way that everyone can access it from a place and at a time of their own choosing, in particular making it available electronically on demand, regardless of format, system or standard;
7. dissemination on the Internet and on closed networks;
8. broadcasting and re-broadcasting by means of sound or vision, either wirelessly (terrestrial and satellite) or by wire, in any system and standard, including through cable networks and digital platforms;
9. Right to determine the names (titles) of Works under which they will be used or disseminated, including trade names, including the right to register in its favour the trade marks with which the Works will be marked or the trade marks used in the Works;
10. the right to use the Works for marketing or promotional purposes, including advertising, sponsorship, sales promotion, as well as for the marking or identification of products and services and other manifestations of its activities, as well as objects of its property, and for educational or training purposes;
11. the right to dispose of and make available for use, including the granting of licences to third parties, the works in the above-mentioned fields of exploitation.
12. As soon as the Work is handed over to the University, the Author transfers to the University the ownership of the copies (media) on which it is recorded.

**§ 3**

1. The author declares that the Works are free from legal defects and that he is entitled to all rights to the Works, including author's economic rights to the extent necessary to transfer these rights to the University, in accordance with the provisions of the Agreement. The Author declares that the disposal of the rights to the Works does not infringe any industrial and intellectual property rights, in particular: patent rights, copyright and trademark rights.
2. The parties agree that should it become apparent that a third party is making a claim to any Work, the Author shall, upon notification by the University, promptly proceed to clarify the matter and settle all legitimate claims against the University.
3. If the Work has a legal defect or if the events referred to above occur which make it impossible to use the Work and to exercise the University's rights, the Author shall be obliged to supply, within a period to be determined by the University, another version of the Work which is free of defects and which meets the requirements set out in the Agreement, and to compensate the University for any damage caused thereby.

**§ 4**

1. The Author undertakes towards the University, its legal successors, licensees and each time the owner of the author's economic rights to the Work not to exercise the author's moral rights to the Work, in particular with regard to the right to mark the authorship of the Work (including on copies of the work) or to make it available anonymously, the inviolability of the content and form of the Work and its reliable use, the right to decide on the first release of the Work to the public and the right to supervise the use of the Work, and the Author authorises the University to exercise the author's moral rights to the Work - for a period of 20 (twenty) years from the date of transfer of the Work to the University and undertakes not to terminate this obligation during the aforementioned period. In particular, the University, its successors in title, licensees and each time the owner of the copyright shall be entitled to use and distribute the Works without naming the Author (anonymously). After the expiry of the period indicated above, the obligation not to exercise the author's moral rights and the authorisation to exercise these rights shall be renewed for an indefinite period, with the possibility of termination at 2 years' notice, effective at the end of the calendar year.
2. The author undertakes that he will not exercise his rights in the Works in a manner that restricts or prejudices the legitimate interests of the University, its successors in title, licensees and each time the owner of the copyright in the Works.
3. In the event of a breach or termination of any of the obligations referred to above, the Author shall be liable to pay any damage suffered by the University as a result thereof.

**§ 5**

1. The author declares that the transfer of all rights to the Works takes place free of charge in connection with participation in the Project and the author is not entitled to any remuneration on this account.
2. The University shall not be obliged to pay any remuneration for the disposal and use of the Work, including use in all fields of exploitation and the transfer of the right to authorise the exercise of derivative copyrights, and for the granting of all permissions and authorisations to the extent set out in the Agreement.

**§ 6**

1. The Author's personal data provided in the Contract shall be processed by the University as controller of personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
2. All amendments and supplements to the Agreement shall be in writing under pain of nullity.
3. In matters not regulated by the Agreement, the provisions of the Act of 4 February 1994 on Copyright and Related Rights and the Civil Code shall apply.
4. The contract has been drawn up in two counterparts, one for each party.

**AUTHOR UNIVERSITY OF RZESZÓW**