



Annex no. 9 to the Request for Proposal no. 5/POWR/Z042/2020

**CONTRACT FOR THE PERFORMANCE OF SPECIFIC COPYRIGHTED WORK**  
**“DIDACTIC CLASSES”**  
**with the transfer of copyright**  
**no ..**

Entered into on.....between **Akademia WSB (WSB University)**,  
with its registered office: **41-300 Dąbrowa Górnicza, ul. Cieplaka 1c, NIP-629-10-88-993** , REGON  
no 272653903, entered into the Register of Non-Public Universities maintained by the Minister of Science and  
Higher Education under No. 66, represented by:  
Rector – dr Zdzisława Dacko – Pikiewicz, prof. AWSB  
hereinafter referred to as the "Employer"

**And Mr/Mrs .....**  
hereinafter referred to as the "Contractor-author".

**§ 1**

**SUBJECT MATTER OF THE CONTRACT**

1. The Employer orders, and the Contractor-author agrees to conduct .....hours of didactic classes in.....  
(language) in the course of ..... , on the basis of the original syllabus.
2. The Contractor-author declares that he/she has read the content of the request for proposal  
No. ...., fulfills the conditions for participation and will perform the work in  
accordance with its provisions.
3. The order is executed as part of the project "....." - co-financed by the European  
Union under the European Social Fund, .....  
(hereinafter referred to as the Project), as part of the task ....., item .....

**§ 2**

**DATE AND PLACE**

1. The work will be performed in the period .....
2. Place of the performance of work: .....

**§ 3**

**OBLIGATIONS OF THE PARTIES**

1. The performance of the work specified in § 1 hereof includes:
  - 1) developing an original syllabus for classes according to the form in force at the University, taking into account the learning outcomes for the given field of study. The Contractor-author shall submit the syllabus to the Teaching Department at least 3 days before the beginning of classes,
  - 2) conducting classes on the dates specified in the schedule. If it is not possible to conduct on the scheduled dates, the Contractor-author shall notify the employee of the Teaching Department four days before the date of classes at the latest,
  - 3) keeping records of student attendance at individual classes through his or her account at the "Virtual University" \*.
2. The Contractor-author shall also:



- 1) Award grades after the end of the course in the mode specified in the Study Regulations of WSB University and in accordance with the grading scale in force at the University and entering grades in the University ICT system within **7 days** from the date of awarding credit or an examination.
- 2) submit a signed examination report to the Dean's Office together with *final / examination* works \*\* of students, which confirm learning outcomes achieved in a given field, within 7 days from the date of conducting the examination..
3. The Contractor-author shall prepare on his or her own the didactic materials necessary for the performance of the work specified in § 3 para. 1 (e.g. presentations, case studies etc.). The Contractor-author shall place logotypes provided by the Employer on the abovementioned didactic materials.
4. The Parties shall regularly exchange information on circumstances that may affect the proper performance of the subject matter of this contract..

#### § 4

##### REMUNERATION

1. For the performance of the work referred to in § 1, the Employer shall pay the Contractor-author remuneration in the amount of PLN..... for one didactic hour, meaning 45 minutes. Breaks are not included in the duration of classes..
2. The amount of remuneration referred to in § 1 is the gross amount understood as the entire cost borne by the Employer for the performance of the work, including the transfer to the Employer of any proprietary copyrights to the aforementioned work.
3. The remuneration set out in § 3 sec.1 shall be due solely for the efficient performance of work covered by this contract.
4. The remuneration shall be paid for all the work performed or monthly until the 15th day of the following calendar month, taking into account the number of didactic classes conducted by the Contractor-author in a month.
5. The remuneration shall be paid by bank transfer to the Contractor-author's account.
6. The remuneration will be payable based on the bill/ invoice \*\*, presented by the Contractor-author and confirmed by the project manager receiving the work. The Parties agree that the date of payment shall be the day on which the Employer has issued their bank a transfer order to the account of the Contractor-author.
7. The Contractor, the author declares that *he/she performs/ does not perform* \*\* the contract (s) within the framework of business activity he/she conducts and *requests / does not request*\*\* the deduction of income tax and other taxes.

#### § 5

##### COPYRIGHT

1. The Contractor-author declares that he/she has sufficient qualifications to perform the work professionally and is fully entitled to copyrights in the scope of classes covered by the contract and the original course syllabus and agrees to design the original course syllabus referred in § 3 para. 1 point 1 public for didactic purposes.
2. The Contractor-author declares that he/she is the only person entitled, under copyright, to the work specified in § 1 within the framework of the Project implemented by the University.
3. The Contractor-author transfers all copyrights to the work to the Employer indefinitely, upon the performance of the work referred to in § 1, in the following fields of exploitation:
  - 1) recording and reproducing it in full or in part in any form, regardless of format, system or standard and record and recording and reproducing such records, including the preparation of their copies and any use and disposal of these copies,
  - 2) making it available for sale,
  - 3) entering it into computer memory,



- 4) entering and spreading it on the Internet,
  - 5) making it available in any other way, so that everyone can have access to it in a place and time they choose, in particular, for example making it available in electronic form on demand
  - 6) using it for educational or training purposes.
4. The Employer has the full and exclusive right to manage the work in its entirety, in identifiable parts and use the work in the scope specified above, in particular the right to further transfer copyright in the scope of purchased proprietary copyright without the consent of the Contractor-author.

## **§ 6**

### **WITHDRAWAL, CONTRACTUAL PENALTIES**

1. The Employer reserves the right to withdraw from the contract in the event that the Contractor-author fails to start the performance of work on time or for reasons attributable to the Contractor-author, there is a significant delay in the performance of work, or the Contractor violates other relevant provisions hereof.
2. The Contractor-author shall pay the Employer contractual penalties:
  - 1) In the event that the Contractor-author, due to his or her fault, fails to conduct classes on the dates agreed and fails to fulfill the obligations referred to in § 3 para. 1 point 2) - 20% of the gross value of the total amount of remuneration due;
  - 2) for the improper performance of the contract by the Contractor - 20% of the gross value of the total amount of remuneration due.
3. Contractual penalties do not preclude claiming damages from the Contractor-author on general principles, if the contractual penalty does not cover the damage caused.

## **§ 7**

### **PERSONAL DATA PROTECTION**

1. Due to the performance of the contract, the Parties shall comply with the provisions on the protection of personal data, in particular the General GDPR Regulation
2. The condition for the performance of the Contract is the conclusion by the Parties of a separate contract entrusting the processing of personal data or an authorization to process personal data, which the Employer grants to the Contractor - author according to the specimen in force at the Employer's place of business.

## **§ 8**

### **FINAL PROVISIONS**

1. All disputes arising hereunder shall be settled by a common court with jurisdiction over the registered office of the Employer.
2. Any amendments and supplements to this contract as well as the termination of the contract with the consent of both Parties, the submission of a notice of termination or withdrawal from the contract by either Party shall be made in writing or else shall be null and void
3. The contract has been made in two copies, one for each.

CONTRACTOR – AUTHOR

EMPLOYER

*\* not applicable to lectures*



**Fundusze Europejskie**  
Wiedza Edukacja Rozwój

**Unia Europejska**  
Europejski Fundusz Społeczny



*\*\* delete as applicable*

*\*\*\* applicable to a natural person who is not an entrepreneur*