**TEMPLATE**

**Contract for work no. \_/**

**for the review in the procedure for conferring the Doctoral degree**

Concluded on ..............................................., in Bialystok between:

Medical University of Bialystok, ul. Jana Kilińskiego 1, 15-089 Białystok,

further referred to as the "Ordering Party",

represented by:

and

Mr/ Ms:

first name:

last name:

further referred to as “the Contractor”

Pursuant to Article. 2 sec. 1 point 1 of the Act of 11 September 2019 Public Procurement Law, due to the fact that the value of the subject of the contract does not exceed the equivalent of PLN 130,000, this law does not apply to this contract.

# § 1

1. The Ordering Party entrusts, and the Contractor undertakes to prepare, within two months from the date of receipt of the request, the review of the doctoral dissertation
of MD/MSc ………………….……. titled: *„*...…………………………………………………...…”
2. The Contractor shall perform the work by him/herself.
3. The Contractor guarantees a high level of performance of the subject of the Contract.

# § 2

1. The Contractor declares that his/her copyrights to the subject of the Contract are not limited in the scope covered by this Contract, in particular his/her obligations under this Contract do not infringe the rights of other persons.
2. The Contractor undertakes to take all actions necessary to release the Ordering Party from liability for any third party claims to the subject of this Contract.

# § 3

1. The work covered by this Contract, in accordance with the Act of 4 February 1994 on copyright and related rights, is subject to copyright.
2. As part of the remuneration specified in § 4 sec. 1 of this Contract, the Contractor grants the Ordering Party the right, unlimited in time, to use the subject of this Contract in the scope of the Ordering Party's activity, and in particular authorizes the Ordering Party or third parties indicated by him/her to register, multiply the work in the form specified by the Ordering Party, disseminate and place on the market, play publicly in any form and in an unlimited number of copies, posting on the Internet in whole or in part.
3. The Ordering Party undertakes to respect the moral rights of the Contractor.

# § 4

1. The Contractor shall receive a remuneration in the amount of ......................... gross for the performance of the subject of the Contract.
2. The remuneration shall be paid after confirmation of the work by the Dean of the commissioning unit,
by the 15th of the following month from the date of submitting the invoice.
3. The Contractor shall be reimbursed for travel costs on the terms set out in the regulations on determining and the amount of receivables due to employees for a business trip within the country, however, the amount of travel costs reimbursement may not be higher than the equivalent of a normal 1st class express train ticket and the reimbursement of accommodation costs covers 1 hotel day.
4. The reimbursement referred to in sec. 3 does not apply to employees of the Medical University of Bialystok.

# § 5

* + - 1. In the event of non-performance or improper performance of the work, the Ordering Party has the right to:
				1. withdraw from the Contract and demand payment of a contractual penalty in the amount of 10% of the gross amount of the remuneration referred to in § 4 sec. 1 of the Contract, or
				2. grant an additional deadline for the performance of the work and at the same time demand payment of a contractual penalty in the amount of 1% of the gross remuneration referred to in § 4 sec. 1 of the Contract for each day of delay, counted from the set additional deadline.
1. The Ordering Party has the right to claim damages exceeding the amount of contractual penalties on general terms.

# § 6

1. The Ordering Party shall be liable for damages caused to third parties by the Contractor, resulting from non-performance or improper performance of obligations under this Contract, subject to the provisions below.
2. The Contractor is obliged to fully compensate the Ordering Party for the costs and damages incurred as part of the obligation to repair damages caused to third parties, referred to above.

# § 7

* + - 1. In matters not covered by the Contract, the provisions of civil law, the provisions of the Act on Copyright and Related Rights shall apply.
			2. Any modifications and amendments of this Contract must be made in writing or otherwise shall be null and void.

# § 8

1. Any disputes that may arise from this Contract shall be settled amicably in the first place.
2. Any disputes not settled amicably shall be referred to the Common Court competent for the seat of the Ordering Party.

# § 9

1. In connection with the implementation of the subject of the Contract, the Ordering Party authorizes the Contractor to process personal data, the administrator of which is the University, to the extent and for the purpose necessary to perform the Contract.
2. The Contractor is obliged to comply with generally applicable provisions on the protection of personal data and internal legal acts regarding the protection of personal data in force at the Ordering Party.
3. The Contractor is obliged to process personal data to which they will gain access,
solely for purposes related to the performance of the subject of the Contract.
4. The Contractor is obliged to secure and keep confidential - both during the term of the Contract and after its termination - personal data to which he/she will have access in connection with the performance of the Contract.
5. The Ordering Party has the right to control the processing of personal data in connection with the performance of this Contract.
6. The Contractor shall bear full liability for damages resulting from his/her behaviour, caused by the processing of personal data inconsistent with the contract, in particular damage caused by unauthorized disclosure, removal by an unauthorized person, as well as change, loss, damage or destruction.

# § 10

The Contract was drawn up in two identical copies, including one for the Ordering Party and one for the Contractor.

**THE UNIVERSITY:**

**Deputy Chancellor - the MUB Bursar:**

**THE CONTRACTOR:**