

License Agreement

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concluded in Wrocław, on

between:
Ms./Mr.

resident of

hereinafter referred to as the “**Licensor**”

and

Wrocław Medical University, represented by:
Rector of Wrocław Medical University prof. dr hab. Piotr Ponikowski,
hereinafter referred to as the “**Licensee**”

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The Licensor is not entitled to remuneration from the Licensee.

§4. Processing of Personal Data

1. The Licensee is the controller of the Licensor's personal data provided in this Agreement. The Licensee has appointed a Data Protection Officer, who can be contacted at the following e-mail address: iod@umed.wroc.pl.
2. Personal data provided in this Agreement will be processed for the purpose of performance of the object of the Agreement and for archiving and statistical purposes, as well as for the purpose of settlement of potential civil law claims, and its provision is voluntary, however, failure to provide such data will prevent conclusion and performance of the Agreement. The legal basis for the processing of personal data is Article 6(1)(b)(c)(f) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation – GDPR).
3. The Licensee shall not disclose the Licensor's personal data to any recipients, except in cases where such obligation results from the generally applicable provisions of law or when it is necessary in order to implement the object of the Agreement or for archiving purposes. The Licensee may entrust processing of the Licensor's personal data to a third party by way of an agreement concluded in writing.
4. The Licensor's personal data will be stored during the implementation of this Agreement and the archiving period resulting from the generally applicable provisions of law or internal regulations of the Licensee, as well as for the purpose of bringing claims – in situations provided by the rules of law.
5. The Licensor has the right to access, rectify, remove or limit the processing of its personal data, the right to raise objections, transfer data, withdraw consent to the processing of personal data at any time (without affecting lawfulness of the processing effected based on the consent prior to its withdrawal), and the right to file a complaint to the President of the Personal Data Protection Office.
6. The Licensee does not apply automated decision-making, including “profiling” of personal data within the meaning of Art. 4(4) of GDPR.

§5. Confidentiality

1. The parties agree that both the Licensee and the Licensor are obliged to keep confidential all information regarding the Work which could damage the essence of the work or the revenue from its use.
2. The Licensee undertakes to keep confidential all information regarding the structure and the operating rules of the Licensor’s enterprise, disclosed to the Licensee intentionally or in a directly or indirectly unintended manner in relation to the fulfillment of this Agreement.
3. If it is neither legally stipulated nor necessary for fulfillment of the provisions of this Agreement, either party cannot without previous, clear and written consent of the other party directly or indirectly disclose, convey or make available the contents of this Agreement to a third party.

§6. Employment Relationship

The Agreement does not infringe the rights and obligations of the parties resulting from a possible employment relationship binding them.

§7. Final Provisions

1. Any amendments and additions to the Agreement require for their validity to be made in writing under pain of nullity.
2. The Agreement has been drawn up in three identical copies, two for the Licensee and one for the Licensor.

.....
(signature)
Licensor

.....
Uniwersytet Medyczny we Wrocławiu
REKTOR
(signature)
Prof. dr hab. Piotr Panikowski
Licensee[1]
Wrocław Medical University