

REGULATIONS

of the hybrid conference entitled:
2nd Progress Review Conference of the Universities participating in the “Excellence Initiative — Research University” programme, September 8-9, 2021
(hereinafter referred to as the „Regulations”)

§ 1 Organizer, date and duration of the Event

1. These Regulations define the rights and obligations of the Participants of the **hybrid conference “Excellence Initiative — Research University”**, (also referred to as the „ID-UB”) hereinafter referred to as the “Event” which will take place on **September 8-9, 2021**, in the Large Hall of Auditorium Maximum, 33 Krupnicza Street in Kraków, and online via the streaming platform, (hereinafter referred to as the "Platform").
2. The Event will be realized within the initiative of the Minister of Education and Science under the common name of "NKN FORUM". "NKN FORUM" is the Minister's initiative addressed to universities and broadly defined academic community, and is intended to promote exchange of knowledge and experience (in terms of theoretical and practical matters), as well as the development of common practice in the application of regulations concerning higher education in accordance with the implementation of the Act — *Law on Higher Education and Science*.
3. The Event is organized by the Jagiellonian University — Centre for Communications and Marketing, (hereinafter referred to as the "Organizer"), Gołębia 24, 31-007 Kraków, Poland, acting on behalf of the Ministry of Education and Science, Wspólna Street 1/3, 00-529 Warszawa, Poland.
4. Scientific supervision over the course of the Event is provided by the Ministry of Education and Science, Wspólna 1/3 Street, 00-529 Warsaw, Poland (hereinafter referred to as the “Scientific Committee”).
5. Any person of full legal age who has received an invitation from the Organizer can participate in the Event if, by **September 7, 2021** at the latest, they have stated their will to participate in the Event in the manner referred to in § 2 of the Regulations and have accepted the rules of participation in the Event referred to in the Regulations (hereinafter referred to as the “Participant”).
6. The Regulations are made available to the Participants on the Event website <https://www.id.uj.edu.pl>, (hereinafter referred to as the “Event Website”), in Polish and English language versions, in a way that enables its downloading.
7. The Organizer reserves the right to amend the Regulations due to a change in generally applicable law and the need to adapt the Regulations to this change. The amendment to the Regulations will come into force upon its publication on the Event Website.
8. The Organizer reserves the right to change the date of the Event if its performance within the time limit referred to in section 1 above will be impossible or excessively difficult for reasons beyond the control of the Organizer, in particular due to restrictions, orders and bans related to the introduction of a pandemic state. The change of the date of the Event will be immediately announced on the Event Website.
9. The Organizer reserves the right to change the manner of holding the Event (stationary, hybrid, online) if holding the Event in the manner referred to in section 1 above is impossible or excessively difficult for reasons beyond the Organizer's control, in particular due to

restrictions, orders and bans connected with the introduction of a pandemic. The change of the manner of holding the Event will be immediately announced on the Event Website.

10. The Organizer reserves the right to make changes to the program of the Event, including the right to change the time schedule and the order of appearances. In the event of changes, the Organizer will inform about them immediately on the Event Website.

§ 2 Registration of participation in the Event

1. Participation in the Event is free of charge and takes place:
 - a. stationary in the Large Hall of Auditorium Maximum, 33 Krupnicza Street, 31-123 Kraków, Poland
and
 - b. online on the Platform provided by the Organizer, to which the registered Participant will gain access upon logging in at the Login Panel available at: <https://www.id.uj.edu.pl>
2. Logging in to the Platform shall be preceded by the Participant's acceptance of the Regulations and granting the authorizations, permits and licenses referred to in the Regulations.
3. Participation in the Event, whether stationary or online, requires prior invitation and registration through the electronic form provided on the website: <https://www.konferencje-uj.pl/?lang=pl&go2rej=1&kid=307> (the English version of the website: <https://www.konferencje-uj.pl/?lang=en&go2rej=1&kid=307>), hereinafter referred to as the "Registration System", in which a person wishing to participate in the Event will be required to provide the following data: name and surname, email address, affiliation, academic title, telephone number.
4. Registration of participation in the manner set forth in the foregoing section is available until **September 3, 2021**.
5. A specific method of registration for the Event is provided on the Event Page: <https://nkn.gov.pl> The deadline for submitting the applications is September 3, 2021.
6. In the event of resignation from participation in the Event, the Participant is obliged to immediately inform the Organizer by sending relevant information to the email address: konferencje@uj.edu.pl.
7. The Organizer is not responsible for any incorrect or untrue data provided by the Participant, when registering for the participation in the Event.
8. Online participation in the Event requires the Participant to have an ICT system that meets the following minimum technical requirements:
 - a. Internet access;
 - b. terminal device;
 - c. software that allows reading files in various formats (including text, sound, graphics, multimedia, video, etc.).
9. The provisions of the Regulations are binding upon the Participants of the Event. Upon logging in to the Platform in order to participate in the Event, Participants confirm that they are familiar with and accept the provisions of the Regulations, which is tantamount to the Participant granting the authorisations, permits and licences referred to in the Regulations. The Participant's logging into the Platform in order to participate in the Event is performed after completing the Participant's data in the content of the Login Panel, and sending it by the Participant together with the consents referred to in § 5-7 of the Regulations, using the system provided on the website at: <http://www.id.uj.edu.pl>

§ 3 Rights and obligations of the Event Participants

1. During the Event, Lectures by the Speakers and a Debate will be presented. Participants will have the opportunity to ask questions to the speakers, personally in the Large Hall of Auditorium Maximum (applies to stationary Participants), or online by using the chat available on the Platform, in real time, during the Event (applies to online Participants).
2. The detailed information about the Event and the complete program of the Event are available on the Event Website.
3. Each registered online Participant shall have the right to participate in the Event via the Platform, in a Lecture of their choice as part of the oral session, and in the side events, i.e. working groups, general meeting. In addition, until **October 10, 2021**, the Organizer will provide Participants with a recording of the Event on the Platform website (hereinafter referred to as "Event Report"), which Participants may access upon logging in to the Platform. The Event is to be conducted in English, with simultaneous interpretation pl/en/pl.
4. Each online Participant has the right to submit questions to the speakers using the chat available on the Platform. The chat moderator will choose the questions, submitted within the designated time, to ask the speakers after the end of a given session of the Lectures. The Organizer, with regard to the planned duration of these Lectures as well as the schedule of the Event, shall decide on the number of questions to be asked and shall be free to select questions to be asked from among those posted in the chat.
5. The Organizer of the Event, by providing the Participants with the conference materials, (hereinafter referred to as the "Conference Materials"), pays special attention to the necessity to respect intellectual property rights by the Participants. Participants undertake to use the materials provided to them by the Organizer only for their own personal use. Modifying, copying, sending, public performance and any use of these materials for commercial purposes requires prior written consent by the Organizer or by another authorized entity. Participants are fully liable for any damage caused as a result of their behaviour contrary to the above restriction.
6. Participants accept the established rules for the course of the Event and its program, and undertake not to change it or disrupt the course of the Event. The Organizer is entitled to exclude the Participants who violate the provisions of the Regulations from participation in the Event, in particular:
 - a. disrupt the course of the Event;
 - b. undertake actions that are inconsistent with the law, morally or against the legitimate interests of third parties;
 - c. take actions aimed at circumventing or indicating an attempt to circumvent the Regulations or the rules of holding the Event;
 - d. take actions that violate the legitimate interests of the Organizer or harm their image.
7. The Organizer of the Event is not responsible for:
 - a. incorrect or faulty operation of the software used by the Participant;
 - b. lack of or interruptions in access to the Internet for reasons attributable to the Participant;
 - c. defectiveness of the computer equipment used by the Participant;
 - d. incorrect operation of the Platform by the Participant;
 - e. other circumstances preventing or hindering participation in the Event, not caused by the actions or omissions of the Organizer.

§ 4 Speakers

1. The Organizer reserves the right to indicate which Participants will present the Lecture as part of the Event. They will be hereinafter referred to as the „Speakers". Their original Lecture (hereinafter referred to as the "Recording") will be shared with the other Participants during the Event, in real time, using live streaming on the Platform, and furthermore multiplied and recorded together with the other Lectures in the form of Event Report, which will be provided for the logged-in Participants of the Event on the Platform until **October 10, 2021**.
2. The Participant's submission of the Lecture to be presented as part of the Event is tantamount to granting the Organizer a non-exclusive license to use the Lecture and the Recording in accordance with the conditions specified in § 5-7 of the Regulations for the purposes of making the decision on qualifying the Participant as the Speaker, as well as for the purposes of organizing and conducting the Event.
3. Delivering a Lecture as well as granting the Organizer the authorizations, permits and licenses referred to in § 5-7 of the Regulations in all fields of use indicated therein is free is for the statutory purposes of the Organizer.
4. Granting the Organizer the authorizations, permits and licenses referred to in § 5-7 of the Regulations is voluntary, but necessary for a Speaker to deliver a Lecture.

§ 5 License to use the Lecture

1. The Speaker is fully responsible for the form and content of the Lecture. The Speaker undertakes to prepare and present an original Lecture that will not infringe upon the rights and personal rights of third parties, contain theses and views inciting hatred or discrimination against any people on the basis of race, culture, ethnicity, religion or gender. Moreover, it is unacceptable to propagate ideology and symbolism related to totalitarian systems and other ideologies prohibited by generally applicable laws in the content of the Lecture.
2. If any parts of the Lecture are legally protected, the rights to which will not be vested in the Speaker, the Speaker guarantees that they are entitled to use them to the extent necessary to deliver the Lecture and grant the Organizer licenses with the right to grant a sub-license referred to in this paragraph, without the Organizer having to obtain additional approvals and permits.
3. The Speaker grants their consent for the Recording of the Lecture to be broadcast in real-time using live streaming on the Platform, as well as for its multiplication and recording in compilation with other Lectures, in the form of the Event Report to be shared on the Platform until **October 10, 2021**, as specified in §4 section 1 of the Regulations.
4. The Speaker grants the Organizer a non-exclusive, unlimited temporally, territorially, quantitatively and qualitatively license with the right to grant a sub-license of the same scope as the license to use the Lecture — recorded in the form of the Recording — in whole or in part, independently, as well as part of a collective work, in combination with works and elements freely selected by the Organizer (including the Lectures of other Speakers as part of the Event Report and the so-called conference materials referred to in § 3 sect. 4 of the Regulations, the beginning and ending charts), with the right to exercise derivative rights - develop, adapt and use all materials, graphics, fragments, shots, documentation created both during and after recording of Event Report — for informational, educational and documentary purposes of the Event, including in particular its use, sharing on the Internet, Intranet, as well as part of any telecommunications services with the use of any systems and devices on the Platform and on other Organizer's websites.

5. The license referred to in sections 3-4 above (hereinafter referred to as the "License") is granted to the Organizer upon creation of the work and covers the use of the Lecture, in particular in the following fields of exploitation:
 - a. recording of the Lecture without any quantitative limitations, using any technique, including printing, digital, reprographic, electronic, photographic, optical, laser, through magnetic recording, on any medium, including electronic, optical, magnetic media, floppy disks, CD-ROM, DVD, paper;
 - b. multiplication of the Lecture without any quantitative limitations, in any possible technique, including printing, reprography, digital, electronic, laser, photographic, through magnetic, optical recording, on any medium, including electronic, optical, magnetic, floppy disks, CD-ROM, DVD, paper, within the on-line system;
 - c. placing the Lecture in computer memory and multimedia networks, including the Internet, internal networks (e.g. Intranet), without any quantitative limitations, as well as transmitting the Work within the aforementioned networks, including on-line;
 - d. dissemination of the Lecture, including its marketing, in particular in print, as part of electronic products, including electronic databases, on magnetic, digital, optical and electronic media, also in the form of CD-ROM, floppy disk, DVD, as part of multimedia networks, including internal networks (e.g. Intranet) and the Internet, in the on-line system, by communicating on demand, by lending the Lecture;
 - e. lending, renting, leasing or exchanging the media on which the Lecture was recorded, fixed and multiplied in accordance with items 1 and 2, using any technique of making the Lecture available, in particular those specified in items 3 and 4;
 - f. publishing the Lecture in a manner allowing everyone to have access to it in a place and at a time chosen by them;
 - g. using the Lecture and its fragments for informational purposes;
 - h. making or ordering third parties to make elaborations of the Lecture, including its abbreviations and summaries;
 - i. granting permission for disposal and use of the Lecture, including permission to develop it and perform translations;
 - j. combining the Lecture in whole or in part with other materials or other documents, and translating it.
6. The License is granted to the Organizer for a period of 6 years. After the expiration of the aforementioned period the license shall be continued as a license granted for an indefinite time period without the need for the Speaker to submit an additional statement to that effect. The Speaker shall have the right to terminate the agreement in respect of the license granted upon 10 years' notice after the expiry of the 6 year period specified in the first sentence, effective at the end of the calendar year.
7. The License also includes the right to use the Lecture in its whole or in fragments, including its abridgement and combining it or its fragments with other content or materials - also statements of other persons, including images or sounds, providing its verbal (text) transcription, translation into foreign languages and the right to authorize the exercise of derivative copyrights (permission to exercise derivative rights), in the fields of use specified in section 5.
8. The Presenter authorizes the Organizer and entities acting on their behalf to exercise their moral rights to the Lecture, in particular the right to the inviolability of the content and form of the Lecture and its reliable use, to decide on the first release of the Lecture to the public, to supervise the use of the Lecture and to decide on the method of marking the author of the

Lecture and undertakes not to exercise these rights towards the Organizer and entities acting on their behalf.

9. Upon delivering the Lecture, the Speaker grants the Organizer a non-exclusive, unlimited territorially, temporally, quantitatively and qualitatively license for the time period specified in section 6 above, with the right to sub-license of the same scope as the license, for the use of the recorded Lecture, in the fields of use analogous to those referred to in sections 2-8 above. The provisions of sections 1-2 of this paragraph apply to the Lecture accordingly. In addition, the Speaker authorizes the Organizer and entities acting on its behalf to perform technical quality control (QC) of the recorded Lecture, including, among others, checking the accuracy of the file (container, codec, bitrate), its length, trimming the beginning and ending, adding a starting and/or an ending board.
10. The Participant's submission of a willingness to speak and the Participant's being selected as a Speaker is tantamount to the Participant's consent to grant to the Organizer the Licenses and permissions referred to in sections 5-9 of this paragraph.
11. In the event of claims by third parties in relation to the Organizer or entities authorized by them to use the Lecture, related to these works or their individual elements, the Speaker:
 - a. will release the Organizer and persons authorized by them to use the Lecture from the claims in question, to the extent that they were obliged to purchase from third parties the rights to legally protected elements, including proprietary and related copyrights to these works and individual their elements and to obtain from them the permits and authorizations referred to in this paragraph, and
 - b. will be fully liable for any damage suffered by the Organizer and persons authorized by them to use the Lecture, due to claims against them referred to in point a) above, including but not limited to only for damages related to a claim for damages for their unlawful use or unlawful use of their individual elements.

§ 6 Consent to use the image

1. The Organizer will record the course of the Event with sound and image recording devices — for educational, informational purposes and documentation of the Event.
2. Participation in the conference in a stationary manner at Auditorium Maximum is tantamount to granting the Organizer permission to share the Participant's image in real-time using the live streaming of the Event on the Platform and to record the Participant's image in a Event Report that will be shared on the Platform until **October 10, 2021**, without the right to remuneration for the aforementioned, under the terms specified in this paragraph. Consent is granted for the period specified in § 5 section 6.
3. Turning the camera of the online Participant's terminal device is tantamount to granting the Organizer permission to share the Participant's image in real time using the live streaming of the Event on the Platform, and to record the Participant's image in the Reports of the Event, which will be shared on the Platform until **October 10, 2021**, without the right to remuneration for the aforementioned, in accordance with the terms specified in this paragraph. Consent is granted for the period specified in § 5 section 6.
4. The Participant's consent referred to in sections 2 and 3 above includes the Organizer's dissemination of the Participant's image in real time via the Platform, as well as the image recorded in the Event Report due to participation in the Event through: recording, multiplication using magnetic recording and digital techniques, dissemination, use, marketing, lending, public performance, display, reproduction, broadcasting, publishing on the Platform

in such a way that each logged-in Participant of the Event may access it at a time and place of their choice during the period specified in § 5 section 6, using all available techniques, including use on the Internet, Intranet and other computer networks for the purposes referred to in section 1 above.

5. Regardless of the provisions above, upon delivering the Lecture, in accordance with the provisions of § 4 section 1 of the Regulations, a Participant who is a Speaker gives, free of charge, unlimited territorially, temporally, quantitatively and qualitatively consent to:
 - a. transmitting their image for the purpose of sharing (playing) the Lecture, via the Platform - in real time with the use of live streaming;
 - b. recording the image of the Speaker in the Event Report and using the recording, processing, copying and distributing the image of the Speaker recorded in the aforementioned way without the necessity of their approval each time, to the extent and in the manner analogous to that specified in § 5 sections 4 and 5 of the Regulations and for the period specified in § 5 section 6, including, in particular, on the website of the Platform, for the purposes referred to in § 5 section 1 above.
6. The Participant / Speaker is aware that the Event Report will be shared online on the Platform and will be accessible to logged-in Participants of the Event.
7. In connection with the use of the image the Speaker / Participant will not exercise the right to control and approve the use of the image each time, including the right to approve the final form of the Event Report in which it was used, and the right to indicate themselves as a person shown in above Event Report, and in particular indicating their name and surname, subject to section 8 below.
8. The Speaker will be marked in the Recording and Event Report by providing their personal data — first name, last name and affiliation. At the same time, the Speaker agrees to be marked in the manner indicated above. The Speaker declares that such a designation complies with their wishes and does not infringe their rights.
9. The Participant will be marked in the Event Report by providing their personal data — first name, last name and affiliation. At the same time, the Participant agrees to be marked in the manner indicated above. The Participant declares that such a designation complies with their wishes and does not infringe their rights.
10. The event may only be recorded by the Organizer. It is forbidden to record and take photos by Participants during the Event without the prior consent of the Organizer.
11. The organizer has the right to authorize other entities to use the image on the terms specified in this permit.

§ 7 Processing of personal data

In accordance with Article 13 of 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, hereinafter the "General Regulations"), the Organizer reports that:

Administrator of personal data and his contact information
The administrator of your personal data is: The Minister of Education and Science

<p>Wspólna Street 1/3</p> <p>00-529 Warszawa</p> <p>kancelaria@mein.gov.pl</p> <p>telephone number: +48 22 529 27 18</p>
<p>Data Protection Officer</p>
<p>Data Protection Officer, who can be contacted via email by sending information to iod@mein.gov.pl.</p>
<p>Purposes of personal data processing and legal basis</p>
<p>Your personal data will be processed for the purpose of organizing and conducting the event under the name of the “2nd Progress Review Conference of the Universities participating in the “Excellence Initiative – Research University” Programme” in accordance with Article 6 (1) (a) and (e) GDPR and the provisions of the Act of 20 July 2018 – Law on Higher Education and Science (Dz. U. 2020 item 85, with further amendments).</p>
<p>Recipients of personal data</p>
<p>Your personal data will be transferred to the Jagiellonian University, which processes personal data on behalf of the Administrator, for the purpose of organizing, conducting the Conference, and settling the bills of the Conference, and in particular for the purpose of registration and verification of meeting participants, preparation of registration lists and materials, preparation of the video and photo coverage of the Conference, as well as live streaming of the Conference. In addition, recipients of data on the basis of further entrustment agreements — Article 28 GDPR, may also be entities to which the Jagiellonian University (processor) will commission the performance of specific activities related to the organization of the Conference.</p> <p>Due to taking photos, recording and transmitting (live streaming) the event via an online streaming platform, the image of individuals participating in the event may be recorded in the form of a recording, photograph and transmitted in real time via live streaming. Your action during the Conference such as introducing yourself, asking questions, and speaking, whether as a speaker or a presenter, constitutes your consent to the transmission of your speech in real time via live streaming, recording of that speech, preservation of that speech, and dissemination of your image. However, the withdrawal of such consent will not affect data collected prior to the withdrawal.</p>
<p>Transfer of personal data to a third country / international organization</p>
<p>As a general rule, your personal data will not be transferred to a third country or international organization. However, if such a transfer were to occur, the processor shall ensure that the data transfer will be performed on the basis of the Commission Implementing Decision (EU) 2021/914 of June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.</p>
<p>Period of storage of personal data</p>
<p>The personal data will be stored until the purpose for which they were collected is achieved, and then archived in accordance with the Act of 14 July 1983 on National Archival Resources and Archives (Dz. U. 1983 No. 38 item 173, with further amendments).</p>
<p>Right to access the personal data</p>

<p>You have the right to access your personal data and, if applicable, the right to rectify, remove, restrict the processing, transfer and object to its processing. You can exercise your rights: by sending a letter to the Administrator's address, electronically (through the ePUAP platform, using the general letter form to a public entity, or verbally (only when it is possible to confirm your identity by other means).</p>
<p>The right to lodge a complaint to the supervisory authority</p>
<p>You have the right to lodge a complaint with the President of the Office for Personal Data Protection if you believe that the processing of your personal data violates the provisions of the GDPR.</p>
<p>Requirement to provide personal data</p>
<p>The provision of personal data is voluntary, but necessary to participate in the event entitled "2nd Progress Review Conference of the Universities participating in the "Excellence Initiative – Research University" programme. Failure to provide personal data will result in turning down your request to participate in the event.</p>
<p>Automated decision-making</p>
<p>Not applicable — your data are not subject to the automated decision making process.</p>

§ 8 Final provisions

1. These Regulations are made available to the Event Participants on the Event Website and shall enter into force on the day they are posted on the above-mentioned website.
2. The Organizer reserves the right to cancel the Event, change its program and formula. The Organizer will immediately announce the cancellation of the Event on the Event Website. The Organizer will not be obliged to the Participants and the Speakers to any compensation in this respect, or to reimburse the costs incurred in order to participate in the Event and to deliver the Lecture.
3. In matters not covered by the Regulations, generally applicable provisions of Polish law shall apply.
4. These Regulations have been drawn up in two language versions: in Polish and in English, with the provision that in the event of any discrepancies, the Polish language version is binding.
5. The court competent to settle disputes between the Organizer and Participants is the Polish court competent for the seat of the Organizer.