



NEMZETI
KÖZSZOLGÁLATI
EGYETEM
A HAZA SZOLGÁLATÁBAN

Reference No.: NKE/.../2016.

Copy No.

LICENSE AGREEMENT for a Work to be supplied

The present agreement is concluded between

the **National University of Public Service**

Registered address: Ludovika tér 2. Budapest, H-1083, Hungary

Tax number: 15795719-2-51

Identification number of the institution: FI 99859

PIR identification number: 795713

Bank account number: MÁK 10023002-00318259-30005170

Name and position of the representative:

as user (hereinafter: **User**),

and

Name:

Name at birth:

Place and date of birth:

Mother's full maiden name:

Address:

Social security number:

Personal ID card number:

Tax identification number:

Highest completed level of education:

.....

Name of the institution which issued the
document attesting completion of studies:

.....

Document's number:

Issuance date of the document:

Account provider bank:

Bank account number:

Phone number and e-mail:

Workplace and address (in case of a full-time job):

Pension registration number:

as author (hereinafter: **Author**)

(hereinafter together referred to as: **Parties**) on the date and place indicated below, under the following conditions:

¹ If the Author is not retired mark with a dash (-), do not delete the line.



1083 Budapest, Ludovika tér 2. | Tel: (1) 432-9000
Postai cím: 1441 Budapest, Pf.: 60. | Email: nke@uni-nke.hu

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Európai Szociális
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I. Preamble

1. The European Committee in its decision C (2015) 5262 has approved the Public Administration and Public Service Development Operational Programme (hereinafter: KÖFOP), furthermore the Government in its decision 1004/2016 (I. 18.) related to the annual development framework of the Public Administration and Civil Service Development Operational Programme has established the annual development framework of KÖFOP. Annex No. 2 of the Government decision has designated the project "*Public service development as basis of good governance*" a priority project, with the **User** as its beneficiary.

The present agreement shall be financed proportionally from funding provided by the Competitive Central Hungary Operational Programme (hereinafter: VEKOP) and KÖFOP: 80.9% of the total eligible costs of the project shall be paid from convergence funds (KÖFOP), while 19.1% from the Hungarian Treasury Monitoring System (VEKOP), with the understanding that the tasks described in Chapter II are related to the project "*Public service development as basis of good governance*" with the identification number KÖFOP-2.1.2-VEKOP-15.

II. Subject of the agreement

1. **User** will entrust **Author** with the creation of the work (hereinafter: **Work**) described in point 2 below and subject to copyright, which will be fulfilled by **Author** who will also assign to **User** the right to use the Work under the terms and conditions provided for in Chapter III.
2. The Work referred to in point 1 is defined by the **Parties** as follows:

Title of the Work:

Length: ... *page/author's sheet/minute/piece*²

Further detailed requirements on the form and content of the Work:

A document entitled „KÖFOP-2.1.2- Tanulmány sablon” (study template) is available for download on the website of the National University of Public Service to help to fulfil the minimum formal requirements related to the Work. The template's use is compulsory (<http://uni-nke.hu/egyetem/fejlesztési-programok/letoltheto-sablonok>).

3. **Author** declares to have the appropriate specialized knowledge and experience, therefore to be a suitable person to fulfil the duties set out in the present agreement. **Author** shall perform his duties in his personal capacity. The **Parties** exclude the possibility of involving an agent.
4. It is agreed by the **Parties** that the Work ... chapter(s) of a collective work which chapter(s) with the other chapters form together a whole, and they all together can be considered a single, independent work. The authors of the collective work as ... are co-authors and hold the copyright of their collective work jointly and in equal proportion. **User** establishes that the **Author**'s co-authors contract with the **User** for licensing through agreements in separate documents under the same terms as set out in the present agreement.³

² Delete where not applicable. An author's sheet contains 40.000 characters with spaces included and fills 22 pages when using 12 pt and 1.5 line spacing.

³ Applicable only in case of co-authored works.



III. Fulfilling the agreement

1. **Author** shall perform the Work defined in Chapter II of the present agreement according to the needs and requirements of **User**, and shall deliver the complete work to **User** before the agreed deadline.

Delivery deadline: ... day ... month ... year.

Mode of delivery:

- in original
- number of copies:
- format: *printed and/or on a digital storage device (writable CD or DVD) / e-mail / ... (other)*⁴

Place and time of delivery: At **User**'s registered address/premises⁵ ...; during business hours, until The **Parties** will record the fact of the delivery and will both – deliverer and recipient – sign a record of delivery.⁶

2. **User** will acquire the license to use the Work upon its delivery.
3. **User** shall declare acceptance of the Work within 30 days of receipt. The failure of such declaration is considered as acceptance of the Work.
4. **Author** shall consider any remarks and suggestions made by **User** and perform the corrections and supplements the **User** demands within a deadline set by **User**. In case of refusing acceptance, **User** shall give a detailed and written justification. **Author** shall perform the corrections and supplements based on the **User**'s remarks and suggestions within a reasonable deadline – not less than 8 days – set by **User**. **User** may request a reviewer's opinion to assist in the matter of acceptance, refusal, or modification of the Work.
5. **User** shall issue a written declaration of acceptance of the corrected or supplemented version of the Work within ... days of the repeated or additional delivery.
6. If **Author** is more than ... days late with the performance, or refuses to make the corrections without a valid reason, or does not perform it before the deadline, **User** may withdraw from the agreement without obligation to pay.
7. If the Work is not appropriate for use after the corrections, under § 49 (4) of Act No. LXXVI of 1999 on copyright (hereinafter: Copyright Act.), **Author** is entitled to reduced payment.
8. During the performance of the agreement, the contact persons designated by **User** and **Author** are the following:

On behalf of **User**:

Name: ...
Address: ...
E-mail: ...
Phone number: ...

⁴ Select the required option.

⁵ Select the required option.

⁶ If delivery is by e-mail, this paragraph is to be deleted.



On behalf of **Author**:

Name: ...

Address: ...

E-mail: ...

Phone number: ...

9. In the case of late performance, **User** may demand **Author** to pay a penalty which is calculated as ... % of the remuneration set out in point ... multiplied by the number of days of the delay. **User** will be entitled to set off the penalty against the remuneration to be paid to **Author**, and thus reduce the remuneration to be paid to **Author**.
10. In case of non-performance for a reason for which **Author** is responsible, **Author** shall pay a default penalty to **User** equal to 25% of the remuneration defined in point ...

IV. Transfer of copyright, scope of the license, rights attaining to the person of Author

1. By signing the agreement, and from the date of delivery, **Author** will license use of the Work for purposes of the agreement
 - exclusively,
 - without territorial restrictions, and
 - for an indefinite period.
2. **User** may, in particular:
 - reproduce the Work in whole or in part by any known means, without any limitation on the occasion of reproduction and number of copies, using any methods and storage devices including copies, reproduction and digitization made by computers or to digital storage devices;
 - distribute the copies in any way and storage devices without any limitations on any occasions and to an unlimited number of persons;
 - broadcast the Work to the public by any means and without any limitations on any occasions and to an unlimited number of persons, and make the necessary copies;
 - the right to broadcast the Work to the public includes the streaming and the right to make the Work available in such a way that the members of the distant public could choose individually the place and time of access;
 - introduce the Work (in paper or digital format) to databases, collections, or connect it to other works, to their parts, or to other materials, and use the material by product of the database, collection, or connection, by any of the means set out in this point;
 - adapt or request a third party to adapt the Work without any limitations, translate it into any languages, process or amend it, and use the adapted, amended, translated, or processed Work by any of the means set out in this point, except for movie adaptations or animations;
 - publicly perform the Work by any means, without any limitations.
3. **User** is entitled to distribute copies already printed but not sold after the expiry of the agreement.
4. The **Parties** agree that **User** will start using the Work described in Chapter II of the present agreement within 5 years of signature of the contract.
5. By signing the agreement, **Author** unconditionally and irrevocably agrees that **User** may transfer or sell to a third party the right to use the Work described in Chapter II of the present agreement, free of charge or for consideration, without any further condition or approval. **User** is entitled to the income proceeding from the sale of the right to use.
6. If the uses defined in the present agreement change/expand during the term of the agreement in such a way that the realization of the uses known in the moment of making the agreement and permitted



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in the agreement may be more effective, may have favorable conditions or have better quality, the license to use acquired by the present agreement will expand to these changed or expanded modes.

7. **Author** will not exercise the right to terminate with regard to the exclusive license to use (51 § (1) of the Copyright Act.) until 5 years after signing the agreement.
8. **User** is entitled during the term of the contract to enforce the right of the Author to be identified as the author of the work and to protect the integrity of the Work.
9. **User** agrees that during the exercise of his rights – in line with the nature of use – visibly displays the name of the **Author**.

Author does not wish to be identified as the author of the Work.⁷

V. Remuneration

1. **Author**, for the execution of the present agreement and in return for the license to use the Work defined in Chapter II, will be entitled to a gross sum of HUF/*Author's sheet/minute*, but not to more than a gross sum of ... HUF in total. From this amount, a gross sum of HUF will be given for the supply of the Work, and a gross sum of HUF for the license to use.

Author, by signing the present agreement, expressly undertakes to perform his duties defined in the present agreement free of charge, and to transfer the license to use to **User** free of charge, as well as to renounce any remuneration (royalty) related to any income resulting from the use of the Work.⁸

2. The remuneration has been established taking into account the provisions of the Rector's Order No. 17/2016.
3. The remuneration set out in point 1 of Chapter V has been established with a view to the costs and other charges incurred during the performance of the duties described in the present agreement. **Author**, for this reason, is not entitled to make any cost claims or request further remuneration. The remuneration defined above will be paid after the delivery of the Work, according to the actual length of the Work, and on the basis of the certificate of completion.
4. It is established by the **Parties** that the rate of remuneration due to **Author** shall not exceed the maximum remuneration defined in the present agreement regardless of the fact that
 - the length of the Work – in the absence of such instruction by **User** – exceeds the length established above; or
 - **User**, based on **Author's** professional considerations, agrees that the length of the Work may exceed the length established in the present agreement.
5. **User** shall transfer the remuneration due to **Author** to the bank account indicated by **Author** within 30 days of the issue of the certificate of completion. The remuneration for use will be paid on the basis of the certificate of completion.

User shall perform the transfer of the remuneration due to **Author** to the bank account indicated by **Author** within 30 days of receipt of the invoice issued on the basis of the certificate of completion.⁹

⁷ The applicable paragraph shall be selected/deleted.

⁸ The present paragraph shall be used, if the agreement is gratuitous. In this case, the previous paragraph and all provisions regarding the remuneration shall be deleted from the agreement.

⁹ The present paragraph shall be used only if Author issues an invoice. If not, the paragraph shall be deleted.



6. **User** informs **Author** that payment under point 1 of Chapter V is financed using EU funds from the project called "*Public service development as basis of good governance*" with the identification number KÖFOP-2.1.2-VEKOP-15.

Transaction code (payroll number): **PK212000**

Cost locator code: **1048253**

7. On behalf of **User**,¹⁰ will be entitled to issue the certificate of completion, after the submission of a detailed task list which had been prepared by **Author** and signed by **User**.
8. **Author** shall make in writing the declarations prescribed by the laws on Personal Income tax, Social Security and Healthcare Contribution no later than 8 days before the agreed due day of payment. If he fails to do so, **User**, shall act in accordance with the applicable laws. **User**, under the law on Personal Income tax, will consider 90% of the remuneration as tax base, will deduct advance tax payment as required by law, and will transfer the advance to the tax authority. In lack of a certificate submitted by the **Author**, Pension and Healthcare Contributions shall also be deducted from the remuneration.

VI. Amendment, termination or suspension of the agreement

1. Any of the **Parties** will be entitled to change the notification addresses indicated in the agreement – including the name of the persons to be notified –, as long as they inform the other party 8 days in advance in written form. The notification regarding the change of the notification addresses may be given by the person entitled to give a notice (before the change would take effect), or by the person entitled to sign the agreement.
2. The **Parties** agree that any other amendment to the agreement will be valid only by mutual agreement and in written form.
3. The **Parties** agree that they are entitled to terminate the agreement at any time by mutual agreement. The agreement on the present matter will be valid only in written form, if signed by both **Parties**.
4. **User** shall be entitled to terminate the agreement with immediate effect – without liability for damages –, if **Author** commits a serious breach of contract, especially if:
 - **Author** commits a serious breach of obligation under the present agreement and consequently, the performance of the agreement is no longer in the interest of User;
 - **Author** fails to fulfil any of the duties regarding the agreement, and cannot provide an adequate statement of reasons for the omission;
 - **Author** breaches the obligation of confidentiality or data protection;
 - **Author** commits a grave breach of the Code of Ethics of the National University of Public Service.

VII. Term of the agreement

The present agreement has been concluded for the full term of protection of the Work ¹¹ from the date of signature of both **Parties**.

¹⁰ In conformity with 15 § (7) of Rector's Order No. 15/2016.

¹¹ If User wishes to obtain license to use only for a determined period, the shall be adjusted accordingly.

VIII. Miscellaneous and final provisions

1. **Author** warrants the originality of the Work indicated in point 2 of Chapter II. **Author** warrants that third party does not have and will not have such property rights or licenses to use on the Work which would restrict or inhibit **User**'s rights and licenses regarding the present agreement, or based on which third party is entitled to claims other than those established in the present agreement against **User**. **Author** warrants that the exercise of the contractual rights by **User** does not violate the rights or legitimate interests of third parties.
2. It is agreed by the **Parties** that, under 65 § (2) of the Copyright Act, it is necessary to have the **Author**'s and the producer's permission to modify or change in other way a completed film or audiovisual work by addition, deletion or replacement. In respect of these licenses, further license agreements shall be concluded.¹²
3. All data, information, or other financially valuable organisational know-how – in connection with **User** or its activities – which has come to **Author**'s notice during the performance, are protected by business confidentiality. **Author** shall keep confidential all business secrets or other confidential information and similar data, **Author** is entitled to use them only during the performance of the present agreement, and to disclose them to the public or to third parties only with a prior written consent of **User**. **Author** shall fulfil his obligation of confidentiality also after the termination of the present agreement.
4. In case of having changes in **User**'s organisation, the rights and obligations set out in the present agreement will be transferred to the successors. The transfer of the duties to another organisation may be considered succession. **User** shall inform **Author** in writing about the fact of succession.
5. If any of the provisions of the present agreement, or a part of the provisions is void (avoidable) or unenforceable, this fact shall not affect the validity of other parts of the agreement, unless the **Parties** would not have concluded it without the void (avoidable) part. The **Parties** agree to substitute the void or unenforceable provision with a provision that best meets the purpose of the contract and the contracting **Parties**' will.
6. **Author** shall, during the performance of the present agreement, refrain from any action, behaviour, and manifestation which would actually or potentially impair the **User**'s reputation, or would otherwise be detrimental to **User** (including **User**'s economic interests).
7. **Author**, in the course of the performance of his obligations, shall comply with the provisions of the Code of Ethics of the National University of Public Service. **User** will inform the **Author** of such obligations by providing a copy of the Code of Ethics at the time of the conclusion of the contract. **Parties** shall cooperate with each other during the performance of the present contract; they shall immediately inform each other about any circumstances which would require modifications to the agreement.
8. The **Parties** agree to make declarations of termination or other significant declarations related to the present agreement by registered mail with record of delivery the date of communication being the day of delivery indicated on the record of delivery. If the letter is returned with a postal notification "did not claim", "refused" or "moved to an unknown location", the letter shall be considered as delivered 5 days after the second attempt of delivery.
9. It is established by the **Parties** that **User** has delivered to **Author** before signature of the present agreement the "Declaration in the year of ... on the costs and pension benefits to be considered during the definition of advance taxes and contributions".

¹² It shall be applied only in case of cinematographic or other audiovisual works.

10. The **Parties** agree that, in matters that are not settled in the present agreement, the Copyright Law and its implementing regulations, Act V of 2013 on the Civil Code, the Rector's Order on remunerations payable by the National University of Public Service, and the Rector's Order on the regulations for intellectual property management of the National University of Public Service shall apply.

11. The **Parties** mutually undertake to settle all disputes arising from the agreement out of court, by peaceful settlement.

In witness whereof the present agreement consisting of ... (...) numbered pages is signed by the Parties at the place and date indicated below. The present agreement is made in ... (...) identical original copies, of which ... copies remain with the **Author**, and ... copies with the **User**.

Budapest, ...day...month... year

.....

User

.....

Author

Funding is available, countersigned:
Name of financial countersigning officer:
.....
Date: Budapest,2016.....
Signature:

Legally countersigned:
Name of legal countersigning officer:
.....
Date: Budapest,2016
Signature:

Made in: original copies
One copy consists of: pages
Administrator:

Deliver to:

1st copy: Author

2nd copy: Central Project Office, Finance Office

3th copy: Project Management Center, Institute for Research and Development on State and Governance

4th copy: Wages and Allowances Department, Rector's Office

5th copy: unit concerned

