

FUOC CONTRACT NUMBER _____

COMMISSIONING OF WORKS AND TRANSFER OF RIGHTS AGREEMENT

Barcelona, _____ 20__

BY AND BETWEEN

Àngels Fitó Bertran, Rector of the Universitat Oberta de Catalunya (hereinafter, **UOC**), which has its registered office in Barcelona, Rambla Poblenou 154-156, acting for and on behalf of the said university and in accordance with the resolution passed by the Board of Trustees of the Fundació per a la Universitat Oberta de Catalunya (hereinafter, FUOC) on 2 February 2023 and approved by resolution of the Government of Catalonia on 28 February 2023, and in accordance with the power of attorney granted before the notary public Maria Armas Herráez of Barcelona, according to the public deed with protocol number 432, on 3 April 2023. The FUOC is the owner of the Universitat Oberta de Catalunya, as set out in Law 3/1995, of 6 April, recognizing the Universitat Oberta de Catalunya.

And, _____ who is of legal age, with email address _____ and with personal identification number _____, acting in their own name (hereinafter, the **Contracted Person**).

Both parties acknowledge each other's legal capacity to enter into contracts and be bound.

RECITALS

I. The UOC is an institution whose purpose is the creation and dissemination of knowledge, promoting various non-face-to-face, editorial and communication teaching initiatives, which are managed directly through the Fundació per a la Universitat Oberta de Catalunya and with a group of companies in which it has a stake (hereinafter the "**UOC Group**") and carried out through its website and the Virtual Campus, a space that can be accessed without physical barriers from anywhere and at any time.

II. The UOC is interested in commissioning to the Contracted Person the production of the work described in Annex I to this contract (hereinafter the "Work") and in obtaining from the Contracted Person the assignment of rights described below in order to incorporate the Work, mainly but not exclusively, in the programme/course indicated in Annex I.

II. The Contracted Person is interested in carrying out the commission in accordance with the structure, methodology, design and instructions provided by the UOC and with the characteristics indicated in Annex I to this contract, and in granting the assignment of rights described below.

Both parties therefore agree to enter into this contract, which shall be subject to the following,

CLAUSES**1. Purpose: commission and assignment of exploitation rights**

The UOC commissions the Contracted Person to produce the Work described in Annex I. The Contracted Person accepts this commission and assigns to the UOC the exploitation rights described below.

The Contracted Person undertakes to produce the Work in accordance with the instructions and guidelines received from the people with responsibility at the UOC, especially with regard to the subject matter, teaching methodology, approach and other issues that the UOC may consider essential, as stated in Annex I. The Contracted Person agrees to make any necessary adaptations to ensure that the Work conforms to the UOC's distance learning teaching methodology and, in general, to the UOC's needs.

2. Assignment of rights

Without prejudice to those cases in which, due to the fulfilment or existence of certain requirements or circumstances and pursuant to the current legislation, the UOC has the legal status of producer and is therefore the owner of the rights to the protected works and/or benefits arising from the commission, the Contracted Person assigns to the UOC on an exclusive basis all exploitation rights over the Work, including in particular the rights of use, reproduction, distribution, transformation and public communication including making it available online for its exploitation and marketing in any language, worldwide, on any medium, in any format and by any method, for any purpose and for the maximum term of legal protection of the Work (until it enters the public domain). In particular, for the purposes of greater clarity and merely by way of example, the assignment covers all the types of exploitation mentioned in Clause 5.

The rights acquired by the UOC as a result of this assignment may be exercised by the UOC itself or through third parties, and in particular by any company forming part of the UOC Group.

3. Derivative works

The assignment of the right of transformation agreed in Clause 2 entitles the UOC to commission the production of derivative works to third parties other than the Contracted Person in order to update the Work and adapt it to the UOC's teaching and institutional needs. Such transformations must in any case respect the Contracted Person's moral rights and acknowledge their authorship of the original Work.

The Contracted Person expressly authorizes the UOC to, directly or through third parties, exploit the derivative works resulting from these transformations with the same scope and for the same purposes as those stated in this contract in relation to the assignment of rights over the Work.

4. Assignment to third parties and Creative Commons licences

The Contracted Person expressly consents to the exploitation rights assigned under this contract to be assigned for any purpose by the UOC to third parties, including both natural or legal persons, as a whole or separately, exclusively or otherwise, for consideration or free of charge, partially or totally, directly or indirectly, through the assignments, authorizations or licences that

it may deem appropriate with respect to any of the rights or exploitation methods forming the subject of the assignment envisaged in this contract, establishing the terms and conditions that it deems most appropriate.

In addition, the UOC is expressly authorized by the Contracted Person to grant Creative Commons licences for the Work, including: a) an Attribution-NonCommercial-NoDerivs (BY-NC-ND), 4.0 International licence (international jurisdiction), which will allow the Work to be copied, distributed and publicly communicated, always citing the author and source, without commercial use and without making any derivative works; and b) an Attribution-ShareAlike (BY-SA), 4.0 International licence (international jurisdiction), which will allow the Work to be copied, distributed and publicly communicated, and derived works of it to be made, always citing the author and source, both for commercial and non-commercial uses. Under this second type of licence, if a derivative work is carried out, it will in turn be subject to a Creative Commons licence similar to, or compatible with, the above-mentioned licence.

5. Forms of exploitation

By way of example without limitation, the UOC may exploit the Work, as well as any works derived from it that may be made, through the following acts and forms of exploitation:

5.1 Exploitation through digital media

- Through the Virtual Campus (www.uoc.edu) or other platforms, whether belonging to it or to third parties authorized by the UOC, and/or other digital resources.
- In any digital format such as: e-book, audiobook, PDF, EPUB, HTML, XML, etc.
- On any medium, receivers, computers and electronic readers (e-readers), dedicated devices, PDAs, mobile phones, smartphones, tablets or televisions.
- By incorporating read-out-loud or text-to-speech or recording features for artists or performers.
- Through downloading or streaming or public access methods.
- Via broadcast networks, the internet or TCP/IP, point-to-point or point-to-multipoint lines, UMTS, GPRS, CDMA or HSDPA (+), or 3G, 4G or 5G.
- In any commercialization system or exploitation channel or online shop or shop embedded in software and/or hardware iTunes App Store, Mac App Store, Android Market, App World or content delivery platforms or on-demand broadcast platform or subscription access platform.
- Through publication via a URL, on-screen display, printing and downloading.
- Through digitization, conversion, encryption, incorporation of monitoring and supervision systems, watermarking, DRM and others.
- Through full or partial inclusion in a database.

5.2 Exploitation through audiovisual media

- Audiovisual works and recordings, irrespective of their length.
- Broadcasting and transmission by wired or wireless radio and television, free or pay television, mobile device integrators or by any technical means or system.
- Animations or animated images, multimedia works or computer programs, apps or webapps, interactive books, video games or clips.

5.3 Exploitation through distribution

- The reproduction and fixation of the Work on graphic media, meaning, for example without limitation, any form of magazine, book, brochure, leaflet or text, in any format or presentation, in audiovisual media or format and in (offline) digital media, including CD-ROM, CD-RW, MD, LaserDisc, DVD, HD-DVD, Blu-ray Disc, memory sticks and cards, dedicated devices, external hard drives, multimedia hard drives, e-readers, and tablets.
- Distribution by assignment, sale, rental and loan, or by any other legal transaction in relation to the Work, fixed and reproduced on any of the media referred to in the previous section, including the methods known as "print on demand".
- Full or partial marketing may be carried out, among others, through any commercial channel, including: clubs, newsstands, direct sales, TV sales, department stores and any other marketing system that the UOC may deem appropriate, either separately or together with other content on graphic media or in any other format.

5.4 Exploitation through transformational and instrumental actions

The UOC, as assignee of the right to transform the Work, may carry out on the Work or on any derivative works that may be made from it, depending on their nature, textual, graphic, phonographic, radio, musical, audiovisual and multimedia transformations. These shall include, without limitation:

- Transcription, translation, dubbing and subtitling in any language, sequels, prequels, remakes, versions, spin-offs or serializations.
- Adaptations, scripts, storyboards, illustrations, concept art, designs, models, images, two-dimensional or three-dimensional image sequences, animations, interactivity maps or iconography.
- Auxiliary elements or graphical user interfaces (GUIs), selection menus, navigation systems, usability mechanisms, floating elements, touch screen layers, sound effects, screen designs, graphically represented controls.
- Promotion, trailer or making-of, clips, teasers, spoofs, sequences, fragments, frames, photographs, sound and/or performance elements.

6. Duration

The term of this contract, which shall enter into force on the date of the last signing by the parties and shall take effect from the date of the contract appearing in the heading, shall be the maximum period of legal protection of the exploitation rights over the Work forming the subject of the assignment of rights agreed by the parties in this contract, in accordance with the applicable intellectual property legislation.

7. Right of first refusal

The Contracted Person hereby grants the UOC a right of first refusal of the exploitation rights with respect to any form of use or dissemination of the Work that may emerge in the future. For these purposes, the Contracted Person undertakes to notify the UOC in a reliable manner of the terms offered by a third party, giving the UOC thirty (30) days from the notification to state whether or not it wishes to acquire the rights in question.

8. Remuneration

The UOC shall pay the Contracted Person the amount specified in Annex I for the performance of the commission to produce the Work, the assignment of exploitation rights over the Work, the authorization to exploit derivative works and all the other rights agreed in this contract.

The Contracted Person is satisfied with the agreed remuneration and undertakes not to claim any additional amounts in connection with the commission and the assignment of rights with the scope established in this contract.

9. Guarantee of indemnity

The Contracted Person is responsible to the UOC for the authorship and originality of the Work resulting from the performance of the commission and the peaceful exercise of the rights assigned, and they state that they have not acquired, and will not acquire, any commitments in relation to these rights that are contrary to the UOC's rights under the assignment agreed between the parties. The Contracted Person also undertakes not to carry out any act of disposal or use of the Work resulting from the commission, and they shall be liable to the UOC for any claims from third parties arising from any breach of the provisions of this contract.

The Contracted Person is also liable to the UOC for breach of the obligation to have the necessary rights for the exploitation of the works or services owned by third parties that, if applicable, they have incorporated into the Work resulting from the commission, in order to guarantee the peaceful exercise of the exploitation rights assigned to the UOC in this contract.

The Contracted Person is therefore liable to the UOC and third parties for all financial liabilities that may arise as a result of actions, claims or disputes arising from the Contracted Person's breach of the obligations, representations and warranties assumed under this contract.

10. Prohibition on assigning or subcontracting the commission

The Contracted Person acknowledges and accepts that the commission is made by reason of who they are, and the assignment of the contract or the subcontracting of the performance of the commission made in it is therefore prohibited.

11. Conflict of interest

The Contracted Person declares that they are not affected by any conflict of interest preventing them from carrying out on their own behalf the Work commissioned by the UOC, with regard to both their positions and occupations in the public or private sector and in terms of disciplinary or any other kind of sanctions or suspensions.

The Contracted Person shall be liable for any action or claim brought by third parties as a result of a potential infringement of rights due to breach of their obligations regarding conflicts of interest. In the event that the UOC is sued or summoned by a third party as a result of infringement by the Contracted Person of any type of conflict of interest, the Contracted Person shall be liable for all legal expenses and compensation for damages that may apply.

12. Image rights

The Contracted Person hereby expressly authorizes the UOC, where appropriate, to include their full name, their photograph and, where appropriate, a brief description of their details, as well as to capture, record, process, disseminate and reproduce their image or voice in connection with the performance of the commission, for inclusion in the UOC's learning resource into which the Work is incorporated.

This authorization to the UOC is granted on a non-exclusive basis, without geographical limitation and for the maximum period of protection of the Work forming the UOC's learning resource established in the current Intellectual Property Law, in accordance with the scope of the assignment of rights and the terms established in this contract.

13. Data protection

Both parties acknowledge that they comply with all the obligations arising from Spanish Organic Law 3/2018, of 3 December, on the protection of personal data and the guarantee of digital rights ("LODPGDD"), the EU General Data Protection Regulation (Regulation 2016/79; "GDPR") and any applicable additional legislation.

Carrying out the purpose of this contract requires the UOC to process the Contracted Person's personal data as provided below:

The processing of personal data collected through this contract will be the responsibility of the UOC. If the Contracted Person has any questions about the processing of their personal information, they can contact the UOC's Data Protection Officer by email at dpd@uoc.edu or by post at Rambla Poblenou 154, (08018) Barcelona (Spain).

The personal data collected by the UOC in the performance of this contract shall be processed during the term hereof in order to manage and process the obligations undertaken pursuant to the commission forming the subject of the contract, during any possible extensions and for as long as necessary for the management of the rights assigned by the Contracted Person.

At the end of that time, the UOC will store the personal data, blocked, for as long as any legal liabilities may arise from them. The personal data will be permanently deleted after those liabilities no longer apply.

The legal basis for processing the personal data is the performance of this contract.

The UOC will process the personal data with absolute confidentiality. Furthermore, it has implemented adequate technical and organizational measures to guarantee their security and prevent their destruction, loss or unlawful access or tampering. Criteria such as the scope, context and purposes of the processing, the state of the art and the risks were taken into account when deciding on these measures.

The UOC will disclose the personal data to third parties if necessary in order to comply with the legal obligations that may be applicable in each case. The UOC also works with a number of service providers that assist it in the performance of various tasks related to the processing of personal data in connection with the contract.

The Contracted Person has the following rights regarding data protection:

Right of access: consult the personal data we have.

Right to rectification: amend the personal data we have if they are inaccurate.

Right of opposition: ask us not to process personal data for certain specific purposes.

Right to erasure: ask us to erase the personal data.

Right to restriction of processing: ask us to restrict the processing of the personal data.

Right to data portability: ask us to provide the information we have in a machine-readable format.

Right to file a complaint with the supervisory authority: file a complaint with the supervisory authority to defend the Contracted Person's rights, in particular via the websites www.aepd.es or <https://apdcat.gencat.cat>.

To exercise these rights, data subjects can send an email to fuoc_pd@uoc.edu or write to the postal address appearing in the heading, with the reference "Data protection". The request must include a copy of the data subject's Spanish national identity document (DNI) or equivalent identification document and the minimum content set forth in the applicable legislation. If the request does not meet the specified requirements, the Contracted Person may be asked to amend it. There is no charge for exercising these rights, although a fee may be charged for requests that are unfounded, excessive or repetitive.

14. Credits

The UOC undertakes to include the name, surnames or pseudonym of the Contracted Person as author in a visible place in the credits of the UOC's learning resource in which the Work resulting from the commission is incorporated, in all editions and in all the different media or means of exploitation that may be made of it, together with the year it was published, the international mention of intellectual property reservation in favour of the UOC and, where appropriate, the type of Creative Commons licence under which the UOC publishes the learning resource.

15. Confidentiality

The Contracted Person hereby undertakes to respect as confidential all information in tangible or intangible format provided by the UOC to which they have had access or that has been developed in relation to the performance of the commission under this contract that has been specified as being confidential by the UOC or that should be treated as such due to its very nature.

The Contracted Person undertakes not to disclose, communicate, publish, show, edit, reproduce, extract or, in general, divulge such information to third parties in any way, orally or in writing, regardless of the medium on which it is held, whether directly or indirectly, free of charge or for consideration, except to their employees, provided that the employees maintain the confidentiality of the information in the same way to the extent necessary to properly carry out the commission.

This confidentiality agreement shall continue to apply throughout the term of this contract and after its termination, regardless of the cause of such termination.

16. Entire agreement

The parties acknowledge that this contract contains the entire agreement between them and cancels and supersedes any prior agreement, written or verbal, that may exist in relation to the subject of this contract.

17. Termination of the contract

This contract shall terminate upon its expiry on the date provided for in Clause Six, without prejudice to its continuation until all the obligations set forth herein have been fully fulfilled, and without prejudice to the survival of the rights and obligations which, either due to their nature or because this is expressly stipulated in this contract, remain in force beyond the date of its expiry or termination.

This contract shall also be terminated in any of the following events:

- Failure to comply with, or defective fulfilment of, the obligations pertaining to either of the parties.
This ground can only be invoked if the affected party gives the breaching party notice of this fact by registered fax (burofax) with acknowledgement of receipt and a certified copy

and, although it can be corrected, the latter does not take the necessary measures to correct it within ten (10) days from the date of the request. Failure to comply with, or defective fulfilment of, the obligations acquired by either of the parties under this contract shall entitle the other party to demand strict compliance with the obligations concerned or terminate the contract, and in both cases to compensation for damages, in accordance with Article 1124 of the Spanish Civil Code.

- Failure by the Contracted Person to comply with the values, standards, guidelines and practices described in the UOC's Code of Conduct, or refusal to provide the information requested in this regard, in accordance with Clause 18.
- Delay in the performance of the contract.
- The dissolution or disappearance, for any reason, of the UOC's legal personality.
- A statement by the UOC in this regard, provided that the other party has been given written notice of termination of the contract at least two (2) months in advance.
- Breach by the Contracted Person of the duty of confidentiality in relation to the information or data known to them due to the commission to be carried out by them or the data protection legislation.
- If it is impossible for the Contracted Person to carry out the commission in accordance with the initially agreed terms and the Parties are unable to reach an agreement to amend the current contract.
- The subrogation and/or assignment of the contract.

Termination on any of the aforementioned grounds shall take effect immediately once the Contracted Person has notified the UOC.

18. Code of conduct

1. The UOC has a Code of Conduct that provides it with appropriate mechanisms to ensure that the university, as a benchmark institution in online higher education, carries on its activities with the utmost integrity.

2. The Code of Conduct applies not only to all professionals at the UOC, regardless of their role, location or hierarchical level, but also to all its suppliers and providers, subcontractors, franchisees, licensees and entities with which it has a commercial, business or collaboration relationship.

3. As a result, the Contracted Person undertakes to comply with the provisions of the UOC's Code of Conduct, which can be found in the document hosted at the link provided below, without prejudice to the UOC providing a copy thereof at any time at the Contracted Person's request. The UOC shall also answer any questions that it may receive from the Contracted Person in this regard.

The link to the UOC's Code of Conduct is:

[Code of Conduct](#)

4. The Contracted Person shall also be required to furnish the UOC immediately, if required to do so by it, with such information as the university may consider necessary to verify that the provisions of the Code of Conduct are being fulfilled within the framework of the relationship forming the subject of this contract.

5. Any breach by the Contracted Person of the values, rules, guidelines and practices set forth in the UOC's Code of Conduct, or their refusal to provide any information requested in this regard, in connection with the relationship forming the subject of this contract, shall be grounds for immediate termination of the contract. This is without prejudice to the breaching party's obligation to compensate the UOC for any loss or damage caused to it by the breach.

19. Notifications

The parties designate the data indicated in the heading for any notifications relating to the contract, although they may modify it by giving a reliable notification to the other party.

20. Applicable law

This contract and its annexes shall be governed by, and interpreted in accordance with, the provisions of the consolidated text of the Intellectual Property Law approved by Royal Legislative Decree 1/1996 of 12 April and, in general, by the legal provisions that apply to it.

21. Jurisdiction and venue

The parties agree to submit any disputes arising from the interpretation or application of this contract to the courts of Barcelona, waiving their own jurisdiction if it is different.

The parties state that they agree with the content of this document and sign it, in a single document, on the date stated in their respective electronic signatures.

The Universitat Oberta de Catalunya

Àngels Fitó Bertran

President

The Contracted Person

Appendix I. COMMISSION

COURSE OR PROGRAMME:

[course name]

PROJECT TITLE:

Writing commission. WordPress, Wiki, etc. (indicate if it is this type). Title (final title) (PID)

PROJECT CONTENT:

Writing commission for [course name]

CRITERIA CONCERNING CONTENT:

Production of textual learning resources relating to the contents covered in the course. Resources must be produced in accordance with the UOC's style guides and methodology requirements. The standard length is between 35 and 50 pages (2,100 characters/page) per unit of text commissioned, depending on the type of course. Resources must be written in the course's language of instruction (Catalan, Spanish, English, etc.). They may include original or third-party graphic or audiovisual resources, provided that the rights have been obtained in the latter case.

DESCRIPTION OF THE SPECIFIC SERVICES TO BE PROVIDED:

Collaboration on essential teaching texts for one of the UOC's courses or learning units. The work produced must be original and include a cover/title (with author details), a table of contents and the body of text. The content must be submitted in an editable format, and each unit of text must be delivered as a separate file. The units of text delivered by the author must include resource icons and instructions for the publishers, as well as any tables, graphics, figures or images that go along with the text content, all of which must also be original material. Part of the author's assignment is to review the commissioned learning resource in its final form. This is a right, and also an obligation, that ensures that the delivered material appears in its entirety and is free of errors. It should not involve rewriting the text or making major changes to its content or structure. After the review, the resource should maintain the same length and general appearance. This review is allocated a certain amount of time in the production schedule; it is important to adhere to this schedule in order to ensure that the resource is finished on time.

DELIVERY OF THE COMMISSION

The Contracted Person undertakes to deliver to the UOC the final version of the Work carried out pursuant to the commission forming the subject of this contract no later than _____, in the format agreed with the UOC, fully completed and ready to be reproduced. Once the delivery has been made, the UOC will have 90 days to approve it. Delayed delivery, lack of quality or unsuitable quality in relation to the requirements and terms established by the UOC shall entitle the UOC to terminate the contract by giving prior written notice to the Contracted Person.

In any case, the Contracted Person undertakes to submit to the UOC a preliminary draft from which the UOC can make any suggestions it deems appropriate, if deemed necessary, so that the Contracted Person can send the UOC a new amended draft in order to ensure that the commission is properly carried out.

In the event that the second draft still requires a significant number of improvements, or if the Contracted Person has not corrected the draft in accordance with the UOC's indications or there is an insurmountable disagreement between the parties, the UOC may decide to terminate the contract, without any compensation between the parties being required.

REMUNERATION FOR THE COMMISSION

The UOC shall pay the Contracted Person _____ euros for the performance of the commission to produce the Work, the assignment of exploitation rights over the Work, the authorization to exploit derivative works and all the other rights agreed in this contract. This amount shall be subject to the withholding tax applicable under the current legislation.

The payment shall be due 60 days after the date of validation by the UOC of the delivery of the final version of the Work, according to the terms set forth in this contract and after the parties have signed this contract.

OTHER