

REGULATIONS

for the Hybrid Conference entitled: 4th Progress Review Conference of the Universities participating in the „Excellence Initiative - Research University” programme on 18-19 November 2024.

§ 1 Organiser, date and duration of the Conference

1. These Regulations define the rights and obligations of the participants of the hybrid conference entitled "4th Progress Review Conference of the Universities participating in the "Excellence Initiative - Research University" programme", hereinafter referred to as "the Conference", which will be held on 18-19 November 2024, in person at the Education and Congress Centre of the Silesian University of Technology at ul. Stanisława Konarskiego 18B in Gliwice, and online via an online streaming platform (hereinafter referred to as "the Platform").
2. The Organiser of the Conference is the Silesian University of Technology (hereinafter referred to as the Organiser), with its registered office at ul. Akademicka 2A, 44-100 Gliwice, acting on behalf of the Ministry of Science and Higher Education, at ul. Wspólna 1/3, 00-529 Warsaw.
3. The scientific supervision of the Conference is provided by the Ministry of Science and Higher Education, ul. Wspólna 1/3, 00-529 Warsaw (hereinafter referred to as the "Ministry").
4. A participant in the Conference may be any adult person to whom an invitation has been addressed by the Organiser and who, no later than 10 November 2024, expresses his or her wish to take part in the Conference in the manner specified in section 2 of the Regulations and accepts the rules for taking part in the Conference as specified in the Regulations (hereinafter referred to as the "Participant").
5. The Regulations shall be made available to the Participants on the website of the Conference (<https://idub2024.polsl.pl>, hereinafter referred to as the "Conference Website") in the Polish and English language versions in such a way that they can be downloaded.
6. The Organiser reserves the right to amend the Regulations due to a change in generally applicable legislation and the need to adapt the Regulations to such change. Amendments to the Regulations shall enter into force upon their publication on the Conference website.
7. The Organiser reserves the right to make changes to the conference programme, including the timetable and order of presentations. In the event of any changes, the Organiser will immediately post them on the Conference website.
8. The Organiser provides participants - persons with special needs - with architectural, digital, information and communication accessibility at least to the extent specified in the minimum requirements referred to in Article 6 of the Act of 19 July 2019 on ensuring accessibility for persons with special needs (Journal of Laws of 2022, item 2240).

§ 2 Conference registration

1. Participation in the Conference is free of charge and takes place:
 - a. stationary at the Silesian University of Technology Education and Congress Centre, ul. Stanisława Konarskiego 18B, 44-100 Gliwice,
 - b. and online on the Platform designated by the Organiser, which the registered Participant will access via a personalised link.
2. Logging on to the Platform is preceded by acceptance of the Regulations and the granting by the Participant of the authorisations, permissions and licences referred to in the Regulations.

3. Participation in the Conference, both stationary and online, requires prior invitation and registration through the electronic form posted on the website: <https://www.polsl.pl/idub-2024/rejestracja/> (English version of the website: <https://www.polsl.pl/idub-2024/en/registration/>), hereafter referred to as the "Registration System", in which the person intending to participate in the Conference will be required to indicate the following data: name, title/degree, email address, name of the institution represented, position/function held.
4. Registration of participation in the manner set out in the above paragraph is possible until 10 November 2024.
5. Detailed registration for the Conference is provided on the Conference Website: <https://idub2024.polsl.pl>. Registrations must be made by 10 November 2024.
6. In case of withdrawal from the Conference, the Participant is obliged to inform the Organiser immediately by sending the relevant information to the following e-mail address: konferencja.idub@polsl.pl.
7. The Organiser is not liable for any inaccurate or false data provided by the Participant during the registration for the Conference.
8. Online participation in the Conference requires the Participant to have an ICT system that meets the following minimum technical requirements:
 - a. Internet access;
 - b. Terminal device;
 - c. Software enabling the display of files in various formats (including text, audio, graphics, multimedia, video, etc.);
9. The provisions of the Regulations are binding on Participants from the moment of logging on the Platform to participate in the Conference. The Participant confirms that he/she has read the Regulations and accepts its provisions, which is equivalent to granting by the Participant the authorisations, permissions and licences referred to in the Regulations. The Participant's log-in to the Platform in order to participate in the Conference is made at the moment of completing the Participant's data in the content of the Login Panel and submitting it together with the consents referred to in sections 5-7 of the Regulations.

§ 3 Rights and obligations of Conference Participants

1. During the Conference, there will be panels and workshops, hereinafter referred to as the "Speeches", during which participants will have the opportunity to ask questions to the speakers, in person at the Congress and Education Centre of the Silesian University of Technology (applies to stationary participants), or online via a chat available on the website of the Platform, in real time, during the Conference (applies to online participants).
2. Detailed information about the Conference and a detailed programme of the Conference are available on the Conference website.
3. Each registered online Participant has the right to participate in the Conference via the Platform, in a panel of their choice within an oral session. In addition, from 25 November 2024, a recording of the Conference will be made available to Participants by the Organiser on YouTube on the profile of the Silesian University of Technology at <https://www.youtube.com/@PolitechnikaSlaska> (hereinafter referred to as the "Conference Report").
4. The Conference will be held in English, with simultaneous translation pl/en/pl and translation from Polish into sign language.

5. Each online Participant has the right to submit questions to the panellists via chat available on the Platform. From among the questions submitted, the chat moderator will select those to be asked to the panellists in the allocated time, after the end of a given session. The Organiser, considering the planned duration of these panels, as well as the schedule of the Conference, will decide on the number of questions to be asked and has the freedom to choose which questions will be presented from among those posted in the chat.
6. The Conference Organiser, while providing the conference materials available to the Participants, pays particular attention to the need for the Participants to respect the intellectual property rights. Participants undertake to use the materials made available to them by the Organiser only for their own personal use. Modification, copying, transmission, public performance and any use of these materials for commercial purposes requires the prior written consent of the Organiser or any other authorised entity. Participants shall be held fully responsible for all damages resulting from their behaviour contrary to the above stipulation.
7. Participants accept the established rules of the Conference and its programme and undertake not to alter or disrupt the Conference. The Organizer has the right to exclude from the Conference Participants who violate the provisions of the Regulations, in particular:
 - a. disturb the course of the Conference;
 - b. take actions that are against the law, good manners or harm the legitimate interests of third parties;
 - c. take actions aimed at bypassing or indicating an attempt to circumvent the Regulations or the rules of the Conference;
 - d. take actions that violate the legitimate interests of the Organizer or harm his image.
8. The Conference Organiser is not responsible for:
 - a. incorrect or faulty operation of software used by the Participant;
 - b. lack or interruption of Internet access for reasons attributable to the Participant;
 - c. faulty computer equipment used by the Participant;
 - d. improper operation of the Platform by the Participant;
 - e. other circumstances that prevent or hinder participation in the Conference not caused by the actions or omissions of the Organizer.

§ 4 Speakers

1. The organiser reserves the right to indicate which participants will take part in specific panels/sessions during the conference. They are hereinafter referred to as "Speakers". Their original speeches (hereinafter referred to as the "Recording") will be made available to the other participants during the Conference in real time via live streaming on the website of the Platform, and will also be reproduced and recorded together with the other speeches in the form of a Conference Report, which will be made available on YouTube, on the profile of Silesian University of Technology at <https://www.youtube.com/@PolitechnikaSlaska> for a period of 12 months from 25 November 2024.
2. Submission and demonstrations of materials, e.g. a presentation, by the Participant during the panel/session and its screening at the Conference constitutes the granting of a non-exclusive licence to the Organiser to use the recording under the terms and conditions set out in sections 5-7 of the Regulations for the purposes of deciding on the qualification of the Participant as a Speaker and for the purposes of organising and holding the Conference.
3. Participation in the panel and the granting to the Organiser of the rights, permissions and licences referred to in sections 5-7 of the Regulations in all the areas of use specified therein are free of charge and are granted for the Organiser's statutory purposes.

4. The granting to the Organiser of the rights, permissions and licences referred to in sections 5-7 of the Regulations is voluntary, but necessary for the Speaker's participation in the Panel.

§ 5 Licences

1. The speaker is fully responsible for the form and content of the Speech. The speaker undertakes to prepare a Speech that will not infringe on the rights and personal rights of third parties or contain theses and views advocating hatred or discrimination of any kind against any person on grounds of race, culture, ethnicity, religion, world view or gender. Furthermore, it is unacceptable to promote in the Speech the ideology and symbolism associated with totalitarian systems and other ideologies prohibited by universally binding legislation.
2. If any part of the Speech consists of elements protected by law, the rights to which will not be held by the Speaker, the Speaker guarantees that he/she is authorised to use them to the extent necessary to deliver the Speech and to grant the Organiser a Licence with the right to sub-licence referred to in this section, without the need for the Organiser to obtain additional consents and permissions.
3. The Speaker agrees to make the Recording of the Speech available in real time with the use of live transmission on the website of the Platform, and to reproduce and record it in juxtaposition with other Speeches, in the form of a Conference Report, which will be made available on the YouTube, on the profile of the Silesian University of Technology at <https://www.youtube.com/@PolitechnikaSlaska> from 25 November 2024 for a period of 12 months, and referred to in section 4, paragraph 1 of the Regulations.
4. The Speaker grants the Organiser a non-exclusive, territorially unlimited, quantitatively and qualitatively unlimited licence, with the right to grant a sub-licence of the same scope as the licence, to use the Speech in the form of a Conference Report- in whole or in part, independently, as well as part of a collective work, in combination with works and elements freely selected by the Organiser (among others, with the Speeches of other Speakers as part of the Conference Report and the so-called conference materials referred to in section 3, paragraph 6 of the Regulations, the opening and closing charts), with the right to execute the derivative rights - development, adaptation and use of all materials, graphics, fragments, shots, documentation created both during the recording of the Conference and after its recording - for informational, educational and documentary purposes of the Conference, including, in particular, its use, making it available on the Internet, the Intranet, as well as within any telecommunication services using any systems and devices, on the websites of the Platform and on other websites of the Organiser.
5. The licence referred to in paragraphs 3-4 above (hereinafter referred to as the "Licence") is granted to the Organiser from the moment the work is established and covers the use of the Speech in particular in the following fields of exploitation:
 - a. recording the Speech without any quantitative limitations, by any technique, including printing, digital, reprographic, electronic, photographic, optical, laser, through magnetic recording, on any medium, including electronic, optical, magnetic, floppy disk, CD-ROM, DVD, paper;
 - b. reproducing the Speech without any quantitative limitations, in any possible technique, including printing, reprography, digital, electronic, laser, photographic, through magnetic recording, optical, on any medium, including electronic, optical, magnetic, DVD, paper, pendrive, within the framework of the on-line system;
 - c. Uploading the Speech into computer memory and multimedia networks, including the Internet, internal networks of the Intranet type, without any quantitative limitations,

- as well as transmitting the Speech within the framework of the aforementioned networks, including on-line;
- d. distribution of the Speech, including its marketing, especially in print, within the framework of electronic products, including within the framework of electronic databases, on magnetic, digital, optical, electronic carriers, also in the form of CD-ROM, DVD, within the framework of multimedia networks, including internal networks (e.g. Intranet type), as well as within the framework of the Internet and Intranet type networks.
 - e. lending, renting, leasing or exchanging the media on which the Speech has been recorded, fixed and reproduced in accordance with points a) and b), using any technique of making the Speech available, in particular those specified in points c) and d);
 - f. making the Speech available to the public in such a way that everyone can access it from a place and a time individually chosen by them;
 - g. to use the Speech and its fragments for information purposes;
 - h. making or commissioning third parties to make derivative works of the speech, including its abridgements and summaries;
 - i. to grant permission to dispose of and use the Speech, including permission to elaborate and translate it;
 - j. combining the Speech in whole or in part with other materials or other documents and translating it.
6. The licence is granted to the Organiser for a fixed period of 3 years. After the expiry of the aforementioned period, the licence shall continue, without the need for the Speaker to make an additional declaration to that effect, as a licence granted for an indefinite period. The speaker shall be entitled to terminate the agreement in respect of the licence granted by giving 10 years' notice after the expiry of the 3-year period indicated in the first sentence, effective at the end of the calendar year.
 7. The licence also includes the right to use the Speech in its entirety or in excerpts, including making abridgements and juxtaposing it, or fragments thereof, with other content or materials - including utterances by other persons, including images or sounds, making a verbal (text) recording of it, translation into foreign languages and the right to authorise the exercise of derivative copyrights (authorisation to exercise derivative rights), in the fields of exploitation indicated in paragraph 5.
 8. The Speaker authorises the Organiser and entities acting on its behalf to exercise the Speaker's personal copyrights in the Speech, in particular the right to inviolate the content and form of the Speech and its fair use, to decide whether to make the Speech available to the public for the first time, to supervise the way in which the Speech is used, and to decide how the author of the Speech is identified, and undertakes not to exercise these rights against the Organiser and entities acting on its behalf.
 9. Upon delivering the Speech, the Speaker grants the Organiser a non-exclusive, territorially, quantitatively and qualitatively unlimited licence, for a period of time corresponding to the period indicated in paragraph 6, with the right to grant a sub-licence with a similar scope to the licence, to use the recorded Speech, on the fields of exploitation and conditions analogous to those referred to in paragraphs 2-8 above. The provisions of paragraphs 1 and 2 of this section shall apply mutatis mutandis to the recorded Speech. In addition, the Speaker authorises the Organiser and entities acting on its behalf to perform technical quality control of the recorded Speech, including, among others, checking the correctness of the file, its length, trimming the beginning and end, adding a start and/or end board.

10. The Participant's submission of a wish to give a Speech and the selection of the Participant as the Speaker shall be tantamount to consent to the granting to the Organiser of the Licences and permissions referred to in sections 5-7 of the Regulations.
11. If third parties make claims against the Organiser, or the entities authorised by the Organiser to use the Speeches that are related to the works or individual elements thereof, the Speaker:
 - a. shall indemnify the Organiser and the persons authorised by the Organiser to use the Speech against the claims in question, to the extent that the Organiser was obliged to acquire from third parties the rights to the legally protected elements, including the economic copyright and related rights to those works and their individual elements, and to obtain from them the permissions and authorisations referred to in this section, and
 - b. shall be fully liable for all damages incurred by the Organiser and the persons authorised by the Organiser to use the Speech on account of the claims referred to in point a. above, including primarily, but not exclusively, for damages relating to a claim for compensation for the unlawful use of them or the unlawful use of their respective elements.

§ 6 Consent to use of personal image

1. The Organiser will record the proceedings of the Conference using audio and video recording equipment - for educational, informational and documentation purposes of the Conference.
2. Participation in the Conference at the Education and Congress Centre of the Silesian University of Technology in a stationary form is considered as granting the Organiser permission to make his/her image available in real time by using the broadcast of the Conference on the website of the Platform and to record the image of the Participant in the Conference Report, which will be available on YouTube on the profile of Silesian University of Technology at <https://www.youtube.com/@PolitechnikaSlaska> from 25 November 2024 for a period of 12 months, without the right to remuneration for the aforementioned, in accordance with the principles set out in this section. The consent is granted for the period corresponding to the duration specified in section 5, paragraph 6.
3. By activating the camera on his or her device, the online Participant agrees that the Organiser may publish his or her image in real time during the conference broadcast on the platform's websites. Furthermore, the Participant consents to his/her image being recorded and included in the Conference Report, which will be available on the YouTube profile of Silesian University of Technology at <https://www.youtube.com/@PolitechnikaSlaska> from 25 November 2024 for a period of 12 months, without any right to remuneration for such use, in accordance with the provisions of this section. This permission is granted for the period specified in section 5, paragraph 6.
4. The Participant's consent referred to in paragraphs 2 and 3 above includes the Organiser's dissemination of the Participant's image in real time via the Platform and recorded in the Conference Report in connection with the Participant's participation in the Conference by recording, reproducing using magnetic recording techniques and digital technology, distributing, using, marketing, lending, publicly performing, displaying, reproducing, broadcasting, making available to the public the image on the Platform in such a way that each logged-in Conference Participant can access it from a place and at a time chosen by

them for a period corresponding to the duration indicated in section 5, paragraph 6, using all available techniques, including use on the Internet, Intranet and other computer networks for the purposes referred to in paragraph 1 above.

5. Regardless of the above provisions, the Participant who is the Speaker agrees, by delivering the Speech in accordance with the provisions of section 4 paragraph 1, to the following, free of charge, unlimited in terms of territory, quantity and quality:
 - a. to transmit his or her image for the purpose of making the Speech available (playback) via the Platform in real time by means of live transmission;
 - b. to record the Speaker's image in the Conference Report and to use the recording, processing, reproduction and repeated distribution of the Speaker's image recorded in the aforementioned manner without the Speaker's consent to the same extent and in the same manner as described in section 5 paragraphs 4 and 5 and for a period of time corresponding to the period referred to in section 5 paragraph 6, including, in particular, on the YouTube page of the profile of Silesian University of Technology at <https://www.youtube.com/@PolitechnikaSlaska> for the purposes referred to in paragraph 1 above.
6. The Participant/ Speaker is aware that the Conference Report will be made available online on the Platform and will be accessible to logged-in Conference Participants and interested viewers on YouTube at <https://www.youtube.com/@PolitechnikaSlaska> for the purposes referred to in paragraph 1 above.
7. In connection with the use of the Image, the Participant/Speaker waives the right to control and approve the use of the Image each time it is used, including the right to approve the final form of the Conference Report in which it is used and the right to be identified each time as the person depicted in the aforementioned Conference Report, in particular to be identified by name, subject to paragraph 8 below.
8. The Participant will be identified in the Conference Report by his/her personal data - first name, surname and the name of the home unit. At the same time, the Participant agrees to be marked in the manner indicated above. The Participant declares that such marking is in accordance with his/her wishes and does not violate his/her rights.
9. The Conference may only be recorded by the Organiser. It is forbidden for Participants to record or take photographs during the Conference without the prior consent of the Organiser.
10. The organiser has the right to authorise other entities to use the image under the terms of this permission.

§ 7 Processing of personal data

Pursuant to Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons 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 "GDPR"), the Organiser informs that:

Administrator of personal data and his contact information
The administrator of your personal data is: Minister of Science ul. Wspólna 1/3

00-529 Warsaw

kancelaria@mnisw.gov.pl

tel. +48 22 52 92 718

Data Protection Officer

You can get in touch with Data Protection Officer by sending an e-mail to iod@nauka.gov.pl.

Purposes of personal data processing and legal basis

Your personal data will be processed for the purpose of organizing and conducting the event under the name of the "4th Progress Review Conference of the Universities participating in the "Excellence Initiative – Research University" Programme". The legal basis for the processing of your personal data is:

- Article 6(1)(e) of the GDPR in connection with the provisions of the Act of 20 July 2018 - Law on Higher Education and Science (Journal of Laws of 2022, item 574, as amended);
- - Article 6(1)(a) of the GDPR in connection with the consent granted for the processing of personal data;
- Article 6(1)(c) of GDPR in relation to the processing necessary for the fulfilment of a legal obligation incumbent on the controller relating, inter alia, to the archiving of documents pursuant to the provisions of the Act of 14 July 1983 on the National Archives and Archives (Journal of Laws of 2020, item 164).

Odbiorcy danych osobowych

Your personal data will be transferred to the Silesian University of Technology, 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 referred to in Article 28 GDPR, may also be entities to which the Silesian University of Technology (processor) will commission the performance of specific activities related to the organization of the Conference.

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.

Transfer of personal data to a third country / international organisation

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
Period of storage of personal data
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 (Journal of Laws 2020 item 164).
Right to access the personal data
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).
The right to lodge a complaint to the supervisory authority
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.
Requirement to provide personal data
The provision of personal data is voluntary, but necessary to participate in the event entitled Fourth Progress Review Conference of the Universities participating in the first competition under the "Excellence Initiative – Research University" programme. Failure to provide personal data will result in turning down your request to participate in the event.
Automated decision-making
Not applicable - your data are not subject to the automated decision-making process.

§ 8 Final provisions

1. These Regulations are made available to Conference Participants on the Conference website and enter into force on the date of its posting on the above website.
2. The Organiser reserves the right to change the programme of the Conference or its formula. The Organiser will immediately inform about the change of the programme or formula on the Conference Website. The Organiser shall not be liable to Participants and Speakers for any other compensation or indemnity on this account, nor to reimburse costs incurred for participation in the Conference and for delivering the Speech.
3. In matters not covered by the Regulations, the generally applicable provisions of Polish law shall apply.
4. These Regulations have been drawn up in two language versions: in Polish and English, with the proviso that in the case of any discrepancies the Polish language version shall be binding.
5. The competent court for any disputes between the Organiser and Participants shall be the Polish court with jurisdiction over the Organiser's registered office.