# REGULATIONS OF THE MEETING ORGANISED BY THE FONTES PROJECT TEAM (Fontes project - public presentation of the FONTES platform, 14.06.2023) ("Regulations")

§ 1

#### Date and duration

1. These Regulations define the rights and obligations of the Participants of the meeting "Fontes project -public presentation of the FONTES platform" (hereinafter referred to as 'Meetings'), which will take place on-line, by the use of electronic methods of communication - the MS TEAMS platform, allowing live streaming of the Meeting (hereinafter referred to as the "Platform").

2. The organiser of the Meetings is the Jagiellonian University Faculty of Law and Administration, Laboratory for Source Editions, 24 Gołębia Street, 31-007 Kraków (hereinafter referred to as the "Organiser").

3. The conference is organised by the Fontes Project Team (Fostering innovative training in the use of European legal sources, ERASMUS+, project number 2021-1-IT02-KA220-HED-000032190) (hereinafter referred to as 'the Team'), which will take place on-line, by the use of electronic methods of communication - the MS TEAMS platform, allowing live streaming of the Meeting (hereinafter referred to as the "Platform").

4. A Participant of the Meetings shall be any natural person of legal age and having legal capacity, who, by the date of the Meeting at the latest, has applied for participation in the Meeting in the manner referred to in § 2 of the Rules and accepted the rules of participation in the Meeting referred to in the Rules (hereinafter referred to as "Participant").

5. The Regulations are available to the Participants on the website https://fontes.project.uj.edu.pl/ (hereinafter referred to as the "Meeting's Website"), in Polish and English language versions, in a form enabling its downloading.

6. The organiser reserves the right to amend the Regulations due to a change in the generally applicable provisions of law and the necessity to adapt the Regulations to such a change, in particular to adjust the formula of the Meetings to the restrictions, orders and bans related to the introduction of the state of pandemic, and to increase the security measures accompanying the Meetings. The amendment to the Rules and Regulations will come into force within 7 days of their publication on the Event Site. With regard to Participants who accepted the Rules and Regulations before the change, the change will come into force within 7 days of their being informed of the change to the Rules and Regulations by e-mail and not objecting to the change within the aforementioned period.

7. The Organiser reserves the right to amend the Terms and Conditions also in the case of an amendment which does not adversely affect the rights of Participants or an amendment consisting in the correction of obvious writing mistakes and editorial errors. In such a case, the amendment to the Terms and Conditions may become effective within a period shorter than 7 days, but no shorter than 3 days from informing the Participants of the amendment to the Terms and Conditions by e-mail and the Participants failing to object to the amendment within the aforementioned period.

8. The Organiser reserves the right to change the date and/or formula of the Meeting in a situation where the holding of the Meeting within the date and in the form referred to in par. 1 above shall be impossible or excessively difficult for reasons beyond the Organiser's control, in particular due to restrictions, orders and bans connected with the introduction of a pandemic. Any change in the date and/or formula of the Meeting shall be announced immediately on the Meeting Site.

9. The Organiser reserves the right to make changes to the programme of the Meeting, including the right to change the time schedule and the person of the Speaker. In the event of any changes, the Organiser shall announce this immediately on the Meeting Site. A change in the programme of the Meeting shall not constitute an amendment to the Regulations.

#### § 2

#### **Registration for Meetings**

1. Participation in the Meetings is free of charge and requires a one-time registration in advance by using the registration form (hereinafter referred to as the "Form") available on the Meeting Site, in which the person wishing to participate in the Meeting will be required to provide the following details: first and last name, email address, affiliation.

2. Details of how to register for the Meetings are provided on the Meeting Site.

3. In the event of cancellation of participation in the Meetings, the Participant shall be obliged to inform the Organiser immediately by sending the information to the following e-mail address: fontes@uj.edu.pl.

4. Participation in the Meetings is possible (hereinafter referred to as "Forms of Participation") online, i.e. in real time, via the Platform designated by the Organiser, which the registered Participant will access via a link (hereinafter the "Online Form")

5. The Organiser shall not be responsible for any erroneous or false data provided by the Participant when registering for participation in the Meetings.

6. The maximum nimber of participants is 200 persons. Participation in the Meetings in the Online Form requires the Participant to have an ICT system that meets the following minimum technical requirements:

a) access to the Internet;

b) a terminal device;

c) software enabling the reading of files in various formats (including text, audio, graphics, multimedia, video, etc.);

7. The Participant confirms that he/she has read the Regulations and accepts the provisions of the Regulations, which is equal to granting by the Participant the permissions referred to in the Regulations. The registration of participation in the Meetings is made when the Participant's data is completed in the content of the Form and the Participant sends it together with the consents referred to in § 5-8 of the Regulations via the registration system located on the Meeting Site.

#### § 3

#### Main principles of participation in Meetings

1. The Meetings shall include a lecture given by a speaker invited by the Panel, a panel discussion or any other form of presentation of a research topic as specified on the Meeting Page (hereinafter referred to as "Lecture"). Detailed information, including the language of the Meeting, is provided on the Meeting Page.

2. Any online Participant during the Meeting shall have the right to submit questions via the chat available on the MS TEAMS Platform. The stationary Participant, after the end of the lecture, may declare his/her wish to ask questions by raising his/her hand. The Organiser, taking into account the planned duration of lectures as well as the schedule of the Meeting, shall decide on the number of questions to be asked and their content.

3. The Meeting's course, including both the Online Form and the Onsite Form of Participation, may be recorded in the form of an audio-video recording (hereinafter referred to as the "Recording"). The Organiser will make the Recording available to registered Participants to the date of 31.12.2023 on the Meeting's Website, and links to the recording will be displayed on FONTES social media.

4. When making the Meeting Materials (hereinafter referred to as the "Meeting Materials") available to Participants, the Meeting Organiser pays particular attention to the need for Participants to respect intellectual property rights. Participants undertake to use the Meeting Materials made available to them by the Organiser exclusively for their own personal use. Modification, copying, transmission, public reproduction and any use of these Meeting Materials for commercial purposes requires the prior written consent of the Organiser or any other authorised entity. Participants shall be held fully responsible for any damage caused by their behaviour contrary to the above stipulation.

5. Participants accept the established rules of the Meetings and their programme and undertake not

to alter or disrupt the Meeting. The Organiser shall be entitled to exclude from the Meeting Participants who violate the provisions of the Rules, and in particular:

a) disturb the Meeting;

b) take actions which are unlawful, immoral or detrimental to the legitimate interests of third parties;

c) take actions aimed at avoiding or indicating an attempt to circumvent the Regulations or the rules of the Meetings;

d) take actions detrimental to the legitimate interests of the Organiser or detrimental to its image.

6. The Meeting Organiser shall not be liable for:

a) the malfunctioning or defective operation of the software used by the Participant;

b) the lack or interruption of Internet access for reasons attributable to the Participant;

c) the 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 Meeting not caused by the actions or omissions of the Organiser.

## § 4

## Rights and obligations of Stationary Participants

1. Stationary Participants are obliged to comply with safety rules, occupational health and safety regulations and fire safety regulations in force on the premises where the Meeting is organised and the sanitary regime in force at that time.

2. The Organiser is not responsible for items left or lost during the Meeting and for items left in clothing or backpacks/bags/suitcases handed over to the cloakroom, as well as in other public places on the premises of the Jagiellonian University.

3. In the event of a Participant disturbing public order and order and failing to observe the sanitary regime in force on the day of the Meeting, the Members of the Team are entitled to:

a) call on the Participant to behave appropriately;

b) require the Participant to leave the premises of the Meeting,

c) call the relevant services in a situation where the Participant's behaviour qualifies for such intervention, including in particular when it poses a threat to other Participants or members of the Team or the Organiser's property.

4. The Organiser is not liable for events resulting from the Participants' failure to observe the Rules and Regulations, their failure to comply with the Organiser's recommendations and the instructions of the Band and services responsible for safety and order.

## § 5

## Lectures

1. In deciding whether to invite a Speaker, the Team shall be guided by its own discretion and the need to ensure a high scientific level and thematic diversity of individual Meetings.

2. Giving the Lecture, as well as granting the Organiser the permissions, authorisations and licences referred to in § 5-7 of the Regulations to use the Presentation, the Lecture and the Speaker's image, to the extent and in all fields of exploitation indicated therein, shall be free of charge and shall be used for the Organiser's statutory purposes with the exception of § 5 point.

3. Granting the Organiser the permissions, licences and authorisations referred to in § 5-7 of the Regulations is voluntary, but necessary for the presentation of the Lecture.

## § 6

## Copyright

1. The speaker is fully responsible for the form and content of the Lecture.

2. The Speaker undertakes to develop and present an authoritative Lecture and guarantees that the Lecture shall not infringe the rights and personal rights of third parties, contain theses and views inciting hatred or discrimination against any person on grounds of race, culture, ethnicity, religion,

worldview or gender. In addition, it is unacceptable to promote in the content of the Lecture the ideology and symbolism associated with totalitarian systems, as well as the presentation of any other subject matter prohibited by generally applicable laws.

3. If any part of the Lecture consists of legally protected elements, the rights to which shall not be vested in the Speaker, the Speaker warrants that he/she is entitled to use them to the extent necessary to deliver the Lecture and to grant the Organiser a Licence with the right to grant sub-licences referred to in this paragraph, without the need for the Organiser to obtain additional consents and permissions.

4. The Speaker agrees that the Lecture may be broadcast in real time using live streaming of the Lecture via the Platform and that it may be recorded by the Organiser or an entity acting on its behalf, in the form of a Recording.

5. The Speaker gives the Organiser a non-exclusive, time- and territory-limited, quantitative and qualitative licence, with the right to grant a sub-licence of a similar scope as the licence, to use the Lecture - recorded in the form of the Recording in its entirety or in part, individually or as part of a collective work, in combination with works and elements freely chosen by the Organiser (including, among others, the lectures of other Speakers, the graphic design of the Platform, image and sound, including within the so-called "Materials of the Meeting"), as well as with the so-called "Materials of the Meeting", adaptation and any materials, graphics, fragments, shots, documentation created both during the recording of the Recording and after its recording - for informational, documentary, educational, didactic, advertising and promotional purposes of the Organiser and the Meetings themselves, 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 any of the Organiser's social networks, on the Organiser's Website and other websites of the Organiser and on the Meetings' Website.

6. The licence referred to in par. 5 above (hereinafter referred to as the "Licence") is granted to the Organiser upon the transmission of the Speaker's speech using live streaming and its recording in the form of a Recording and covers the use of the Lecture in the following fields of exploitation:

a) recording and multiplication of the Lecture - production of copies of the Lecture using all available techniques, including printing, reprography, magnetic recording and digital techniques (including DVD, magneto-optical media);

b) permanent or temporary reproduction of the Lecture in whole or in part by any means and in any form;

c) within the scope of dissemination of the Lecture - public performance, exhibition, display, reproduction, as well as broadcasting and re#broadcasting, as well as making the Lecture available to the public in such a way that everyone can have access to it at a place and time of their own choosing, using all available techniques, including use on the Internet, Intranet and other computer networks, posting and modifying the Lecture on websites, social networking sites, broadcasting the Lecture using multimedia and data communication networks, modifying the Lecture to create navigation on websites, making the Lecture publicly available at publicly accessible exhibitions or displays;

d) within the scope of circulation of the original or copies on which the Lecture has been fixed - placing on the market, lending or renting the original or copies;

e) creation and dissemination of derivative works of the Lecture, including further projects/materials based on the Lecture or its individual elements, including development of different graphic, colour or visual or spatial versions of the Lecture and use of the derivative works created in this way to the extent and in all fields of exploitation specified in this paragraph;

f) re-broadcasting, dissemination in the press, on the Internet, on large-format posters and in any other form of promotion or advertising;

g) to modify the Lecture in its entirety or in part and to make adaptations of it in its entirety or in part, including, but not limited to, the right to correct, make alterations and changes to the Lecture as a whole or to its individual elements;

h) the right to freely use and exploit the Lecture and its individual elements, including the use of the

Lecture and its individual elements for advertising, promotion, office purposes, purposes of labelling goods, products, services, including their use as registered or unregistered trademarks, logos or their elements, use as a name/company name, entrepreneur or business activity, use of the Lecture and its individual elements for advertising and promotion of the Organiser or the activity provided by the University in the country and abroad.

7. The licence also includes the right for the Organiser and persons acting on its behalf to exercise derivative rights to the Lecture in all fields of exploitation referred to in par. 5-6 above, including in particular the right to introduce changes to the Lecture and to perform its elaborations, to use and dispose of derivative works, and the right to allow third parties to exercise derivative copyrights to the Lecture with a scope analogous to that used by the Organiser.

8. The Speaker authorises the Organiser and the entities to whom the Organiser grants further authorisations, to exercise the Organiser's moral rights to the Lecture, in particular the right to inviolate the content and form of the Lecture and its reliable use, to decide on the first release of the Lecture to the public, supervise the use of the Lecture and decide on the manner of identifying the author of the Lecture and undertakes not to exercise these rights against the Organiser and entities authorised by the Organiser, with the proviso that the Organiser shall, at the request of the Speaker and as far as possible, respect the Speaker's wish to be identified as the person presenting the Lecture.

9. Acording to the regulations on the agreement ERASMUS+, project number 2021-1-IT02-KA220-HED-000032190, Speakers will conclude the agreement on transferring their **proprietary copyrights** to exercise their derivateive rights, to the extent and in the fields as referred to in par. 4-7, by 31.12.2023.

10. In the event that any third persons make claims against the Organiser and/or the entities acting for the Organiser and/or the entities authorised by the Organiser to use the Lecture (hereinafter referred to as the "Authorised Entities"), having to do with the Lecture and/or the Abstract or individual elements thereof, the Speaker shall:

a) shall indemnify the Organiser and/or the Eligible Entities from the claims in question to the extent that he/she was obliged to acquire from third parties the rights to the legally protected elements of the Lecture, including the copyright and related rights therein and their respective elements, and to obtain from them the permissions and authorisations referred to in this paragraph; and

b) shall be fully responsible for any and all damages incurred by the Organiser and/or the Entities entitled by reason of the claims against them referred to in (a) above, including primarily, but not exclusively, damages relating to a claim for compensation for the unlawful use of the Lecture or the unlawful use of their individual elements.

## § 7

## Image

1. The Organiser shall broadcast the course of the Meeting via the Platform and may record it with the use of image and sound and image recording devices, respectively in the form of a photo report (hereinafter referred to as the "Photo Report") and a Recording - for educational, didactic, informational, documentary, advertising and promotional purposes of the Organiser and the Meeting itself.

2. The online activation of the camera of the terminal device by the Participant shall be tantamount to granting the Organiser unlimited permission in terms of time, territory, quantity and quality to transmit his or her image in real time using the live streaming of the Meeting via the Platform and to record this image as part of the Recording - on the terms referred to in paragraph 3(b) below, without the right to remuneration on the aforementioned account, for the purposes referred to in paragraph 1 above.

3. A stationary participant attending the Meeting in person shall give his or her consent, unlimited in terms of time, territory, quantity and quality, to the use of his or her image for the purposes referred

to in paragraph 1 above, without the right to remuneration on the aforementioned account, in particular by:

a) transmitting his/her image in real time for the purposes of the coverage of the Meeting, through the Platform, using live streaming;

b) recording the Participant's image in the photo-report and/or in the Recording, as well as using this recording, processing, duplicating and repeatedly distributing the Participant's image recorded in the aforementioned manner without the need for their approval each time, to the extent and in a manner analogous to that referred to in § 6.5-7 of the Regulations, including in particular on the Meeting's Website, the Platform, the Organiser's websites, and other websites, the Organiser's social media services and websites, the Organiser's promotional events.

4. A Participant who is a Speaker, by announcing to the Organiser his or her will to give a Lecture, consents to the use of his or her image, unlimited in terms of time, territory, quantity and quality, for the purposes indicated in paragraph 1 above, without the right to remuneration on this account, in particular by:

a) transmitting his/her image in real time for the purposes of the coverage of the Meeting, via the Platform, using live streaming;

b) recording the image of the Speaker in the photo-report and/or in the Recording, as well as using the recording, processing, duplicating and repeatedly distributing the image of the Speaker recorded in the aforementioned manner without the necessity of their approval each time, to the extent and in a manner analogous to that referred to in § 6.5-7 of the Regulations, including in particular on the Meeting's Website, the Platform, the Organiser's websites and other websites, the Organiser's profiles in social media and online services, the Organiser's promotional events.

5. The Participant/Presenter is acknowledged that the Photoreportation and the Recording of the Meeting will be made available on the Internet and will be available on the Conference website or on the pages of the Faculty of Law and Administration dedicated to the dissemination of knowledge to an unlimited number of people indefinitely.

6. In connection with the use of the image, the Participant/Presenter shall not exercise the right to control and approve each time the use of the image, including the right of approval in relation to the final form of the Photoreport and/or the Recording in which it has been used and the right to be identified each time as the person depicted in the Photoreport and/or the Recording, and in particular to be identified by name.

7. The Meeting may be recorded in audio-video form for the purposes of the Recording and photographed in the form of a Photoreport only by the Organiser. It is prohibited for the Participants to record and take photographs during the Meeting without the prior consent of the Organiser.

8. The Organiser has the right to authorise other entities to use the image under the terms of this permission.

## § 8

#### Personal data processing

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 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 Jagiellonian University informs you that:

1. The Administrator of your personal data is the Jagiellonian University, 24 Gołębia Street, 31-007 Kraków, represented by the Rector of the Jagiellonian University.

2. The Jagiellonian University has appointed a Data Protection Inspector, ul. Czapskich 4, 31-110 Kraków. Contact with the Inspector is possible via e-mail: iod@uj.edu.pl or at telephone number 12 663 12 25 - from Monday to Friday, from 8:00 to 15:00.

3. Your personal data will be processed for:

a) Organisation of the Meeting organised by the FONTES team taking place on-line, using the MS TEAMS Platform;

b) to carry out Photorecording, Recording and live streaming of the Meeting for documentation,

informational, educational, didactic purposes, advertising and promotion of the Organiser, and the Meeting itself, archiving - with regard to the personal data of the Participants in the form of image - on the basis of the consent given by them, i.e. on the basis of Article 6(1)(a) GDPR.

4. Your submission of personal data is necessary for you to participate in the Meeting and for the Speaker to deliver the Lecture. The provision of personal data in the area of image is voluntary.

5. Your personal data may be made available to entities entitled to receive them under generally applicable laws.

6. The recipients of your personal data are entities providing IT and organisational support in the organisation of the Meeting - including the entity providing software for registration for the Meeting and live streaming of the Meeting.

7. Your personal data will not be transferred to third countries (outside the European Economic Area) or to international organisations.

8. Your data shall be stored for the duration of the organisation of the Meeting and until the final settlement and closing of the Meeting, as well as until the expiry of the statute of limitations for claims which may arise from the fulfilment of the undertaking referred to in paragraph (3)(a), and, to the extent indicated in paragraph (3)(b) above, until you withdraw your consent to the processing of your data.

9. Your personal data provided in the Registration Form will not be disclosed to any third parties.

10. your personal data in the form of an image may be recorded in photographs of the Meeting used to create the Photo Report and the Event Recording and processed on the Meeting Website, or on the websites of the Faculty of Law and Administration dedicated to the dissemination of knowledge, on the Organiser's social networking sites and profiles and on the University's social media channels (in particular Facebook, YouTube, Twitter, Instagram), in a manner allowing third parties to access them, for informational, documentary, educational, didactic, advertising and promotional purposes of the Organiser and the Meeting itself, as well as for archiving purposes, including the Meeting's coverage - in accordance with § 7 of the Rules.

11. If you are a Participant who has expressed a wish to give a Lecture, your personal data voluntarily indicated in the content of the Lecture shall be processed on the Meeting's Website and on the Platform for information and documentation purposes.

12. You have the right to: obtain information about the processing of your personal data and your rights under the GDPR, access to and rectification of the content of your data, and the right to have your personal data deleted from the controller's files (unless further processing is necessary for the performance of a legal obligation or for the establishment, investigation or defence of claims), and the right to restrict processing, data portability, object to processing - in the cases and under the conditions set out in the GDPR. To the extent that the processing is based on consent, you also have the right to withdraw your consent at any time without affecting the lawfulness of the processing carried out on the basis of consent prior to its withdrawal.

13. Your personal data will not be subject to automated decision-making or profiling.

14. You have the right to lodge a complaint with the President of the Office for Personal Data Protection if you consider that the processing of your personal data violates the provisions of the GDPR.

## § 8

#### Final clauses

1. These Regulations are made available to the Participants of the Meetings on the Meetings Page and enter into force on the date of their posting on the aforementioned page.

2. The Organiser reserves the right to cancel the Meeting. The Organiser shall immediately announce the cancellation of the Meeting on the Meeting Site. The Organiser shall not be obligated to the Participants and the Speaker for any compensation or damages on this account, nor to refund the costs incurred to participate in the Event.

3. In matters not regulated by the Regulations, the generally applicable provisions of Polish law shall apply.

4. All disputes will be subject to the jurisdiction of the Polish common courts having jurisdiction over the Organiser's registered office.

5. These Regulations have been drawn up in two language versions - Polish and English; in the case of any discrepancies in interpretation, the Polish-language version will be applicable.