

REGULATIONS

“Agricultural research using synchrotron radiation-based techniques.”

– scientific lecture given by a Prof. Josef Hormes from the Louisiana State University, Baton Rouge (USA) and Rheinisch Friedrich-Wilhelms University, Bonn, Germany

October 28th, 2024

(hereinafter referred to as the „Regulations”)

§ 1 Organizer, date and duration of the Event

1. These Regulations define the rights and obligations of the Participants of the **online lecture “Agricultural research using synchrotron radiation-based techniques”** hereinafter referred to as the “**Event**” which will take place on **October 28th, 2024**.
2. The Event is organized by the **University of Information Technology and Management in Rzeszów (hereafter ITMR) and SOLARIS National Synchrotron Radiation Centre Jagiellonian University (hereafter JU)** both hereinafter referred to “**the Organizer**”.
3. The Regulations are made available to the Participants on the Event website <https://indico.solaris.edu.pl/event/20/> (hereinafter referred to as the “**Event Website**”), in English, in a way that enables its downloading.
4. Participants acknowledge that participation in the Event shall be equivalent to accepting these Regulations.
5. The Organizer reserves the right to amend the Regulations *inter alia* due to a change in generally applicable law and the need to adapt the Regulations to this change. The amendment to the Regulations will come into force upon its publication on the Event Website.
6. The Organizer reserves the right to change the date of the Event if its performance within the time limit referred to in section 1 above will be impossible or excessively difficult for reasons beyond the control of the Organizer, in particular due to restrictions, orders and bans related to the pandemic state. The change of the date of the Event will be immediately announced on the Event Website.
7. The Organizer reserves the right to change the manner of holding the Event (stationary, hybrid, online) if holding the Event in the manner referred to in section 1 above is impossible or excessively difficult for reasons beyond the Organizer's control, in particular due to restrictions, orders and bans connected with the pandemic state. The change of the manner of holding the Event will be immediately announced on the Event Website.
8. The Organizer reserves the right to make changes to the program of the Event, including the right to change the time schedule and the order of appearances. In the event of changes, the Organizer will inform about them immediately on the Event Website.

§ 2 Registration of participation in the Event

1. Participation in the Event requires registration through the electronic system provided on the website: <https://indico.solaris.edu.pl/e/lightforukraine>, hereinafter referred to as the “**Registration System**”, in which a person wishing to participate in the Event will be required to provide the following data: a. *name and surname, email address, affiliation, country of origin*
2. The deadline for submitting the applications is published on the webpage: <https://indico.solaris.edu.pl/event/20/>
3. Completing registration in to the Registration System shall be preceded by the Participant's acceptance of the Regulations and granting the authorizations, permits and licenses referred to in the Regulations. Granting all the authorizations, permits and licenses referred to in the Regulations is free of charge.
4. In case of resignation from participation in the Event, the Participant is obliged to immediately inform the Organizer by sending relevant information to the email address: solaris.pr@uj.edu.pl. The Organizer is not responsible for any incorrect or untrue data provided by the Participant, when registering for the participation in the Event.
5. The provisions of the Regulations are binding upon the Participants of the Event.

6. During the Event, it is prohibited to manifest one's ideological views, particularly political views. The Organizer prohibits any commercial, promotional, or advertising activities at the premises of the Event, except for situations where particular entities have obtained a separate permit from JU and ITMR for such activities.

7. JU and ITMR shall not be liable for events being a consequence of the Users' failure to follow the Regulations, JU and ITMR guidelines, or instructions from the employees, collaborators, and subcontractors of the Event Organizer, as well as officers in charge of order and security.

§ 3 Rights and obligations of the Event Participants

1. Participants shall accept the agreed rules of the Event and its agenda, and commit not to affect the change thereof or to distort the course of the Event.

2. JU and ITMR plans to have a photo report from the Event for documentation purposes (e.g. reports and statements), information purposes (available at the Event website and other JU websites with information about the Event and the course thereof), promotional purposes (e.g. at the Event website and other JU websites, JU social media profiles), and for archiving purposes (as regards photo reports).

3. By participating in the Event, Participants agree to recording and using their image for purposes stipulated in section 2 above, without any right to compensation related thereto. The consent shall include JU's distribution of an image recorded in relation to participation in the Event through i.a.: recording, multiplication using any technique, distribution, use, marketing, making available, public performance, exhibition, display, playing, broadcasting, making available to the public, and archiving, in particular including at JU and ITMR websites, JU and ITMR social media profiles, and JU and ITMR promotional events.

4. The detailed information about the Event and the complete program of the Event is available on the Event Website.

5. The Event is to be conducted in English.

6. The Organizer of the Event, by providing the Participants with the conference materials, (hereinafter referred to as the **"Conference Materials"**), pays special attention to the necessity to respect intellectual property rights by the Participants. Participants undertake to use the materials provided to them by the Organizer only for their own personal use. Modifying, copying, sending, public performance and any use of these materials for commercial purposes requires prior written Organizer's or another authorized entity's consent. Participants are fully liable for any damage caused as a result of their infringement of the above restriction.

7. Participants accept the established rules for the course of the Event and its program, and undertake not to change it or disrupt the course of the Event. The Organizer is entitled to exclude the Participants who violate the provisions of the Regulations from participation in the Event, in particular: a. disrupt the course of the Event;

b. undertake actions that are inconsistent with the law, morally or against the legitimate interests of third parties;

c. take actions aimed at circumventing or indicating an attempt to circumvent the Regulations or the rules of holding the Event;

d. take actions that violate the legitimate interests of the Organizer or harm its image.

8. The Organizer of the Event is not responsible for:

a. incorrect or faulty operation of the software used by the Participant;

b. lack of or interruptions in access to the Internet for reasons attributable to the Participant;

c. defectiveness of the computer equipment used by the Participant;

d. incorrect operation of the Platform by the Participant;

e. other circumstances preventing or hindering participation in the Event, not caused by the actions or omissions of the Organizer.

§ 4 Speakers

1. The Organizer reserves the right to indicate which Participants will present the Lecture as part of the Event. They will be hereinafter referred to as the **"Speakers"**. Their original Lecture (hereinafter referred to as the **"Recording"**) will be shared with other Participants after the Event and furthermore recorded and

multiplied together with the other Lectures in the form of Event Report, which will be provided for the logged-in Participants of the Event **for one year or for the same period as the Event Page will be available, whichever is longer.**

2. The Participant's submission of the Lecture to be presented as part of the Event is tantamount to granting the Organizer a non-exclusive license to use the Lecture and the Recording in accordance with the conditions specified in § 5-7 of the Regulations for the purposes of making the decision on qualifying the Participant as the Speaker, as well as for the purposes of organizing and conducting the Event.

3. Delivering a Lecture as well as granting the Organizer the authorizations, permits and licenses referred to in § 5-7 of the Regulations in all fields of use indicated therein is free is for the statutory purposes of the Organizer.

4. Granting the Organizer the authorizations, permits and licenses referred to in § 5-7 of the Regulations is voluntary, but necessary for a Speaker to deliver a Lecture.

§ 5 License to use the Lecture

1. The Speaker is fully responsible for the form and content of the Lecture. The Speaker undertakes to prepare and present an original Lecture that will not infringe upon the rights and personal rights of third parties, contain theses and views inciting hatred or discrimination against any people on the basis of race, culture, ethnicity, religion or gender. Moreover, it is unacceptable to propagate ideology and symbolism related to totalitarian systems and other ideologies prohibited by generally applicable laws in the content of the Lecture.

2. If any parts of the Lecture are legally protected, the rights to which will not be vested in the Speaker, the Speaker guarantees that it is entitled to use them to the extent necessary to deliver the Lecture and grant the Organizer licenses with the right to grant a sub-license referred to in this paragraph, without the Organizer having to obtain additional approvals and permits.

3. The Speaker grants their consent for the Recording of the Lecture to its multiplication and recording in compilation with other Lectures, in the form of the Event Report to be shared on the Platform until deadline specified in § 4 section 1 of the Regulations.

4. The Speaker grants the Organizer a free of charge, non-exclusive, temporally (sec. 6 below), territorially, quantitatively and qualitatively license with the right to grant a sub-license of the same scope as the license to use the Lecture — recorded in the form of the Recording — in whole or in part, independently, as well as part of a collective work, in combination with works and elements freely selected by the Organizer (including the Lectures of other Speakers as part of the Event Report and the so-called conference materials referred to in § 3 sect. 4 of the Regulations, the beginning and ending charts), with the right to exercise derivative rights - develop, adapt and use all materials, graphics, fragments, shots, documentation created both during and after recording of Event Report — for informational, educational and documentary purposes of the Event, including in particular its use, sharing on the Internet, Intranet, as well as part of any telecommunications services with the use of any systems and devices on other Organizer's websites.

5. The license referred to in sections 3-4 above (hereinafter referred to as the "**License**") is granted to the Organizer upon creation of the work and covers the use of the Lecture, in particular in the following fields of exploitation: a. recording of the Lecture without any quantitative limitations, using any technique, including printing, digital, reprographic, electronic, photographic, optical, laser, through magnetic recording, on any medium, including electronic, optical, magnetic media, floppy disks, CD-ROM, DVD, paper;

b. multiplication of the Lecture without any quantitative limitations, in any possible technique, including printing, reprography, digital, electronic, laser, photographic, through magnetic, optical recording, on any medium, including electronic, optical, magnetic, floppy disks, CD-ROM, DVD, paper, within the on-line system;

c. placing the Lecture in computer memory and multimedia networks, including the Internet, internal networks (e.g. Intranet), without any quantitative limitations, as well as transmitting the work (Lecture) within the aforementioned networks, including on-line;

d. dissemination of the Lecture, including its marketing, in particular in print, as part of electronic products, including electronic databases, on magnetic, digital, optical and electronic media, also in the form of CD-ROM, floppy disk, DVD, as part of multimedia networks, including internal networks (e.g. Intranet) and the Internet, in the on-line system, by communicating on demand, by lending the Lecture;

- e. lending, renting, leasing or exchanging the media on which the Lecture was recorded, fixed and multiplied in accordance with items 1 and 2, using any technique of making the Lecture available, in particular those specified in items 3 and 4;
- f. publishing the Lecture in a manner allowing everyone to have access to it in a place and at a time chosen by them;
- g. using the Lecture and its fragments for informational purposes;
- h. making or ordering third parties to make elaborations of the Lecture, including its abbreviations and summaries;
- i. granting permission for disposal and use of the Lecture, including permission to develop it and perform translations;
- j. combining the Lecture in whole or in part with other materials or other documents, and translating it.

6. The License is granted to the Organizer for a period of 6 years. After the expiration of the aforementioned period the license shall be continued as a license granted for an indefinite time period without the need for the Speaker to submit an additional statement to that effect. The Speaker shall have the right to terminate the agreement (License) in respect of the license granted upon 10 years' notice after the expiry of the 6 year period specified in the first sentence, effective at the end of the calendar year.

7. The License also includes the right to use the Lecture in its whole or in fragments, including its abridgement and combining it or its fragments with other content or materials - also statements of other persons, including images or sounds, providing its verbal (text) transcription, translation into foreign languages and the right to authorize the exercise of derivative copyrights (permission to exercise derivative rights), in the fields of use specified in section 5.

8. The Speaker authorizes the Organizer and entities acting on their behalf to exercise their moral rights to the Lecture, in particular the right to the inviolability of the content and form of the Lecture and its reliable use, to decide on the first release of the Lecture to the public, to supervise the use of the Lecture and to decide on the method of marking the author of the Lecture and undertakes not to exercise these rights towards the Organizer and entities acting on their behalf.

9. Upon delivering the Lecture, the Speaker grants the Organizer a free of charge, non-exclusive, unlimited territorially, quantitatively and qualitatively license for the time period specified in section 6 above, with the right to sub-license of the same scope as the License, for the use of the recorded Lecture, in the fields of use analogous to those referred to in sections 2-8 above. The provisions of sections 1-2 of this paragraph apply to the Lecture accordingly. In addition, the Speaker authorizes the Organizer and entities acting on its behalf to perform technical quality control (QC) of the recorded Lecture, including, among others, checking the accuracy of the file (container, codec, bitrate), its length, trimming the beginning and ending, adding a starting and/or an ending board.

10. The Participant's submission of a willingness to speak and the Participant's being selected as a Speaker is tantamount to the Participant's consent to grant to the Organizer the Licenses and permissions referred to in sections 5-9 of this paragraph.

11. In the event of claims by third parties in relation to the Organizer or entities authorized by them to use the Lecture, related to these works or their individual elements, the Speaker: a. will release the Organizer and persons authorized by them to use the Lecture from the claims in question, to the extent that they were obliged to purchase from third parties the rights to legally protected elements, including proprietary and related copyrights to these works and individual their elements and to obtain from them the permits and authorizations referred to in this paragraph, and

b. will be fully liable for any damage suffered by the Organizer and persons authorized by them to use the Lecture, due to claims against them referred to in point a) above, including but not limited to only for damages related to a claim for damages for their unlawful use or unlawful use of their individual elements.

§ 6 Consent to use the image

1. The Organizer will record the course of the Event with sound and image recording devices — for educational, informational purposes and documentation of the Event.

2. If the conference is a stationary one, Participation in the conference is tantamount to granting the Organizer permission to record the Participant's image in an Event Report that will be shared on the Platform until deadline specified in §4 section 1 of the Regulations, without the right to remuneration for the aforementioned, under the terms specified in this paragraph. Consent is granted for the period specified in § 5 section 6.

3. The Participant's consent referred to in section 2 above includes the Organizer's dissemination of the Participant's image recorded in the Event Report due to participation in the Event through: recording, multiplication using any techniques, dissemination, use, marketing, lending, public performance, display, reproduction, broadcasting, publishing on the Platform in such a way that each logged-in Participant of the Event may access it at a time and place of their choice during the period specified in § 5 section 6, using all available techniques, including use on the Internet, Intranet and other computer networks for the purposes referred to in section 1 above.

4. Regardless of the provisions above, upon delivering the Lecture, in accordance with the provisions of § 4 section 1 of the Regulations, a Participant who is a Speaker gives, free of charge, unlimited territorially, quantitatively and qualitatively consent to: recording the image or the voice of the Speaker in the Event Report and using the recording, processing, copying and distributing the image or the voice of the Speaker recorded in the aforementioned way without the necessity of their approval each time, to the extent and in the manner analogous to that specified in § 5 sections 4 and 5 of the Regulations and for the period specified in § 5 section 6, including, in particular, on the website of the Platform, for the purposes referred to in § 6 section 1 above.

5. The Participant/Speaker is aware that the Event Report will be shared online on the Platform and will be accessible to logged-in Participants of the Event.

6. In connection with the use of the image (voice) the Speaker/Participant will not exercise the right to control and approve the use of the image (voice) each time, including the right to approve the final form of the Event Report in which it was used, and the right to indicate themselves as a person shown in above Event Report, and in particular indicating their name and surname, subject to sections 7 and 8 below.

7. The Speaker will be marked in the Recording and Event Report by providing their personal data

— first name, last name and affiliation. At the same time, the Speaker agrees to be marked in the manner indicated above. The Speaker declares that such a designation complies with their wishes and does not infringe their rights.

8. The Participant will be marked in the Event Report by providing their personal data — first name, last name and affiliation. At the same time, the Participant agrees to be marked in the manner indicated above. The Participant declares that such a designation complies with their wishes and does not infringe their rights.

9. The event may only be recorded by the Organizer. It is forbidden to record and take photos by Participants during the Event without the prior consent of the Organizer.

10. The organizer has the right to authorize other entities to use the image or the voice on the terms specified in this permit.

§ 7 Processing of personal data

In accordance with Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter the "General Regulations"), the Organizer reports that:

1. Your personal data shall be controlled by the Jagiellonian University (Uniwersytet Jagielloński), address: ul. Gołębia 24, 31-007 Kraków, represented by the Rector of the JU.

2. A Data Protection Officer (DPO) was appointed at the Jagiellonian University. Contact details: ul. Czapskich 4, Office number 27, 31-110 Kraków, e-mail: iod@uj.edu.pl, tel. +48 12 663 12 25 Monday – Friday 8:00 - 15:00.

3. Personal data of the Conference Participant will be processed in order to properly carry out the services of the Organizer: a. performance of the contract, the subject of which is participation in **“Agricultural research using synchrotron radiation-based techniques”**, as well as in order to register at the

Conference, selection of Speakers, i.e. pursuant to Art. 6 sec. 1 let. b GDPR, on the basis of agreement concluded by accepting the Conference Regulations.

b. conducting the Event, reporting from the Event and for educational, information and documentary purposes of the Event – with regard to the personal data of Participants and Speakers in the form of an image - based on their consent, i.e. pursuant to Art. 6 sec. 1 let. a GDPR.

4. Providing data by the Participant is voluntary, but if you don't provide it, it won't be possible to register for the Event organized by the JU. Providing personal data with respect to the image is voluntary.
5. The Participant's personal data may be made available to entities authorized to receive them on the basis of generally applicable law.
6. The personal data of the participant will be entrusted under the personal data entrustment agreement pursuant to Art. 28 GDPR, to the relevant IT services Suppliers of the Organizer.
7. Participants' personal data will not be transferred to third countries (outside the European Economic Area) or to international organizations.
8. Personal data of Participants will be kept for the duration of the organization of the Event and until the final settlement and closing of the Event, as well as until the claims that may arise from the performance of the contract referred to in point 3 let. a), and to the extent indicated in point 3 let. b above - until you withdraw your consent to the processing of data.
9. Personal data of the Participant in the form of name, surname, name of the parent entity, image may be recorded in the Report from the Event and processed on the Platform's pages in a way that allows logged in Participants of the Event to access it, for information, educational and documentation purposes of the Event, including the need for coverage of the Event - in accordance with § 6 of the Regulations. Your personal data in the form of an image shall be processed within the framework of reports from the Conference on JU and ITMR websites, as well as JU and ITMR social media profiles until withdrawal of your consent for image processing.
10. If the Participant is a Speaker, his personal data in the form of image, first name, last name and the name of the parent entity will be processed as part of the Report from the Events on the Platform's websites until the consent to their processing is withdrawn, and in the case of other Participants, personal data in the form of image, first name, the names and names of the parent entity will be processed as part of the Event Report on the Platform's websites until consent to their processing is withdrawn.
11. Under the terms of data protection laws, you have the right to access your personal data and the right to rectify, delete or limit data processing, the right to object to the processing and the right to data transfer. In addition, you have the right to lodge a complaint to the President of the Office for Personal Data Protection when you feel that the processing of personal data violates the provisions of the GDPR.
12. To the extent that the processing takes place on the basis of consent, the Participant also has the right to withdraw consent at any time without affecting the lawfulness of the processing which was carried out on the basis of consent before its withdrawal.
13. The consent can be withdrawn via a statement in an e-mail sent to: iso.synchrotron@uj.edu.pl or by traditional mail to the following address: NCPS SOLARIS UJ, ul. Czerwone Maki 98, 30-392 Kraków, Poland or withdraw in person by putting at the headquarters of NCPS SOLARIS UJ, ul. Czerwone Maki 98, 30-392 Kraków, Poland
14. The Participant's personal data will not be subject to automatic decision making or profiling.
15. You have the right to lodge a complaint with the President of the Personal Data Protection Office if you decide that the processing of your personal data is in breach of GDPR.

§ 5 Final provisions

1. These Regulations are made available to the Event Participants on the Event Website and shall enter into force on the day they are posted on the above-mentioned website.
2. The Organizer reserves the right to cancel the Event, change its program and formula. The Organizer will immediately announce the cancellation of the Event on the Event Website. The Organizer will not be obliged to the Participants and the Speakers to any compensation in this respect, or to reimburse the costs incurred in order to participate in the Event and to deliver the Lecture.
3. In matters not covered by the Regulations, generally applicable provisions of Polish law shall apply.

4. The court competent to settle disputes between the Organizer and Participants is the Polish court competent for the seat of the Organizer.