Annex No. 1

to Agreement

No. \_\_\_\_\_, dated \_\_\_\_

**Statement of Works**

**for an Individual Contractor Performing Works/Rendering Services**

1. **List of the Works/Services, Scope and Characteristics of the Works/Services,**

**Criteria for the Works/Services**

|  |  |
| --- | --- |
| **Stage No.** | **Works/Services at Each Stage** |
| I. |  |
| **Stage No.** | **Scope and Characteristics of the Works/Services at Each Stage** |
| I. |  |
| II. |  |
| III. |  |
| **Stage No.** | **Requirements for the Quality of the Works/Services at Each Stage** |
| I. |  |
| II. |  |
| III. |  |

The Works/Services have been performed/rendered as part of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[1]](#footnote-1).

Location of the Works/Services performed/rendered: [*country*].

The Works/Services shall be performed/rendered with the use of the Client’s following corporate information systems, applications, services and resources (hereinafter the “Systems”): *[specify a list of the Systems with all the sub-systems, if appropriate].[[2]](#footnote-2)*

Bylaws, instructions and checklists setting forth the general procedures for operations in the Client’s Systems may be viewed at: *[specify the web-address]*.

Criteria for the quality of the Works/Services may be set forth by the Parties in an Addendum to the Agreement.

1. **Timeline for the Performance of the Works/Provision of the Services**

The Works/Services shall be performed/rendered from \_\_\_\_\_\_\_\_\_\_ until \_\_\_\_\_\_\_.

|  |  |  |
| --- | --- | --- |
| **Stage No.** | **Start Date of Stage of the Works/Services** | **End Date of Stage of the Works/Services** |
| I. |  |  |
| II. |  |  |
| III. |  |  |

1. **Remuneration and/or Payment Procedures**
   1. The total Contractor’s compensation for the Works performed/Services rendered under the Agreement comes to *[in figures and words]* roubles *[kopecks]* kopecks, including applicable taxes and duties payable as per the current national legislation of the Russian Federation on taxes and duties.
   2. Upon the Contractor’s request, the Client shall remit the total compensation in *[specify the currency***],**converted at the exchange rate as at the currency purchase date in an authorized bank[[3]](#footnote-3).
   3. The Contractor’s total compensation for the Works performed/Services rendered shall be paid out in arrears as follows:

|  |  |
| --- | --- |
| **Stage No.** | **Value of the Works/Services at Each Stage** |
| I. |  |
| II. |  |
| III. |  |
| Total: |  |

The total value of the Contractor’s compensation for the Works performed/Services rendered under the Agreement includes remuneration for the transfer of intellectual property rights as per para. 5 of this Statement of Works, which equals to \_\_\_\_\_\_\_ (\_\_\_\_\_) roubles, which is equivalent to \_\_\_\_% of the Contractor’s compensation specified above[[4]](#footnote-4).

1. **The Results of the Works/Services (or Stages Thereof) and Physical Media Containing Results of the Works/Services (or Stages Thereof)**
   1. Not later than the next day after the completion of the Works/Provision of the Services (or respective stages thereof), the Contractor is obliged to transfer the following results of the Works/Services to the Client:

|  |  |  |
| --- | --- | --- |
| **Stage No.** | **Results of the Works/Services (or Stages Thereof)** | **Physical Media with the Results of the Works/Services (or Stages Thereof)** |
| I. |  |  |
| II. |  |  |
| III. |  |  |

* 1. Along with the results of the Works performed/Services rendered at any stage or under the Agreement in its entirety, the Contractor is obliged to transfer a Report to the Client on the Works performed / the Services rendered (hereinafter the “Report”).

4.2.1. If the results of the Works/Services (or a stage thereof) are reporting documents (e.g., analytical notes, expert opinions, teaching materials, outcomes of data collection and processing, databases, registers, draft articles and/or other types of reporting materials), the Report shall be comprised of the following sections:

– front page;

–aims, goals and objectives / subject of the agreement;

– terms and definitions (to be included upon the Client’s approval);

– list of abbreviations and definitions (to be included upon the Client’s approval);

– main part of the report / the Work(s) performed / Service(s) rendered;

– conclusion (to be included upon the Client’s approval);

– bibliography (sources of information used) (to be included upon the Client’s approval);

– annexes (to be included upon the Client’s approval).

4.2.2. If the Works/Services have been requested by the Client for subsequent transfer to any third party under an agreement (contract) between the Client and the third party, the Report must include the following sections/contain the following information: [specify requirements in regards to the Report’s content].

4.2.3. In cases, other than those specified in pp. 4.2.1 and 4.2.2 of the Statement of Works, the Report shall include the following sections:

– description of the Works/Services;

– date and time of any activities as part of performing the Works/rendering the Services;

– contents of Works/Services (actions and activities performed by the Contractor);

– location of the implementation of the Works/ Services; a corporate account and/or a video-conference platform used by the Contractor, should the Works/Services be performed/rendered online.

1. **Distribution of Intellectual Property Rights to the Results of the Works/Services**

5.1*[[5]](#footnote-5). Option 1.* The Contractor hereby transfers the exclusive rights to the results of the Works/Services, as well as all intellectual property (hereafter “IP”), which was used by the Contractor while performing the Works/rendering the Services.

5.1. *Option 2.* The Contractor hereby authorizes the Client to use the results of the Works/Services, as well as IP, which was used by the Contractor while performing the Works/rendering the Services, under an exclusive / non-exclusive licence (*specify the type of licence*) as follows:

- reproducing the IP in hard copy, on electronic or any other type of media, including reproductions via computer memory, in any format, and any number of copies;

- distributing the IP through sale or other alienation of the original or copies thereof;

- making the IP publicly available by allowing universal access thereto, from any place and at any time of one’s own volition by publishing it on the Internet;

- incorporating the IP into composite and other works, including electronic databases;

- translating or otherwise processing the IP with the option of subsequently using the translated or processed IP (or a derivative thereof) in any way, as well as retaining an exclusive right to the derivative IP;

- using any means specified in Article 1317 of the Civil Code of the Russian Federation (with respect to the IP which is deemed to be rendered).

IP can be used by the Client worldwide during the entire period of the validity of the exclusive right thereto, without the need to report to the Contractor as to how it is being used. The Client may grant the right for the use of IP to other parties (e.g., by concluding sub-licence agreements) without the Contractor’s permission.

5.1*. Option 3[[6]](#footnote-6).* The Contractor hereby transfers exclusive rights to the results of the Works/Services, as well as IP, which has been used by the Contractor while performing the Works/rendering the Services to members of the research project team, who shall be represented by the team supervisor.

5.2. The Contractor hereby guarantees to the holder of the rights/licenсe, as specified in para. 5.1 of this Statement of Works, in accordance with para. 1 of Article 1265 of the Civil Code of the Russian Federation, that the holder of the rights/licence, as specified in para. 5.1 hereof, will be entitled to use the IP in the Contractor’s name, specified in the Agreement, or anonymously, at the discretion of the holder of the rights/licence.

5.3. The Contractor hereby provides the holder of the rights/licence, as specified in para. 5.1 of this Statement of Works, in accordance with para.1 of Article 1266 of the Civil Code of the Russian Federation, with his/her consent for the inclusion of any abbreviations to the IP, as well as revision thereof, as well as supplementing it with any illustrations, prefaces, afterwords, comments, or other explanations and captions.

|  |  |
| --- | --- |
| **CONTRACTOR:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /[Contractor’s full name and initials]/*/ | **CLIENT:**  National Research University  Higher School of Economics  *official position of HSE University’s signatory*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [last name and initials of HSE University’s signatory]*/ |

1. This paragraph shall be included in the Statement of Works if the Works/Services under the Agreement are financed as per the thematic plan for basic research, the HSE University Development Programme, the innovative infrastructure development programme, or under other contracts or agreements financed with grants from the Russian Science Foundation (RSF) and the Russian Foundation for Basic Research (RFBR). The title, number and other details of such documents must be specified. [↑](#footnote-ref-1)
2. This paragraph shall be included if the Client’s systems must be used for performing the Works/Rendering Services. [↑](#footnote-ref-2)
3. This shall apply to foreign nationals without Russian citizenship, except for foreign citizens residing in Russia permanently on the basis of a residence permit (as per Art. 13 of Federal Law No. 173-FZ, dated December 10, 2003, para. 154 of Directive of the Ministry of Finance of the Russian Federation No. 157н, dated December 1, 2010). [↑](#footnote-ref-3)
4. This paragraph shall be included into the Statement of Works if the results of the Works/Services is a result of intellectual activities subject to protection as per Russian legislation. The total remuneration payable for the transfer of intellectual property rights, included in the Contractor’s compensation, shall be determined upon the mutual consent of the Parties. [↑](#footnote-ref-4)
5. Please choose 1 (one) out of the 3 (three) current options in para. 5.1, depending on the agreed terms of transferring intellectual property rights, e.g., terms and conditions of a grant provided by RSF/RFBR. [↑](#footnote-ref-5)
6. Option 3 shall be applied if the Independent Contractor Agreement is financed from RFBR grants provided to individual contractors from among HSE University’s staff members. [↑](#footnote-ref-6)