

# Evidence of usual, non-commercial communication

My talk was on April 24, 2020. There has been non-commercial communication during that time. The very first mentioning of any payment came in November 2021.

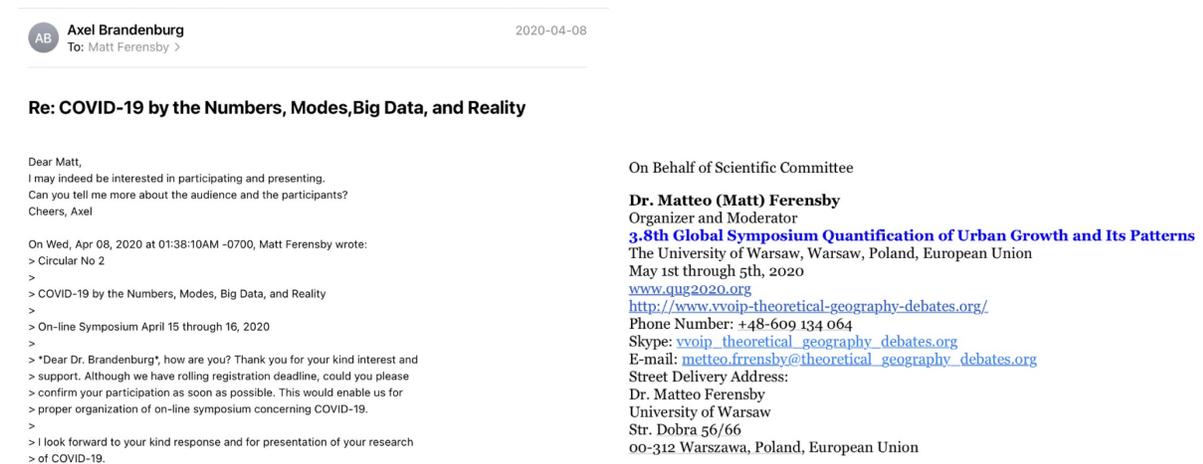


Figure 1: Evidence of usual, non-commercial communication: First contact on April 8, 2020. Expression of interest. Reference to scientific organizing committee and University of Warsaw.

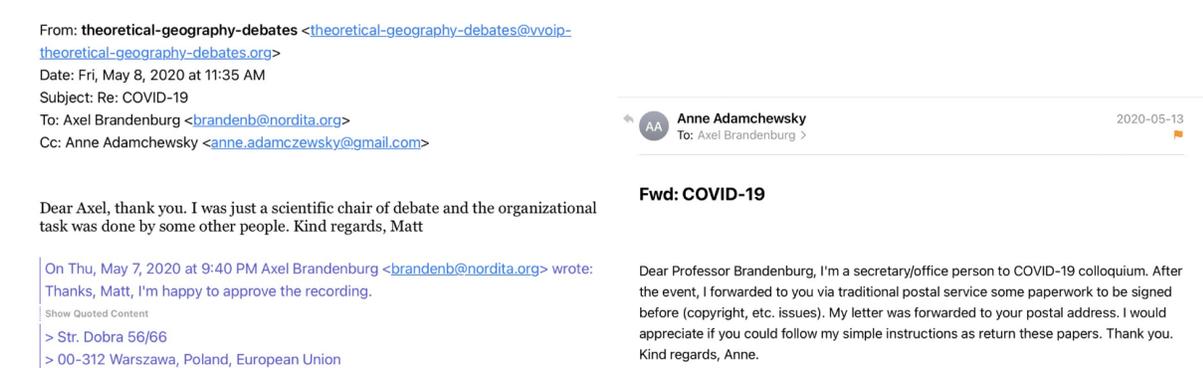


Figure 2: Evidence of usual, non-commercial communication: request to sign copyright (May 8 and 13).

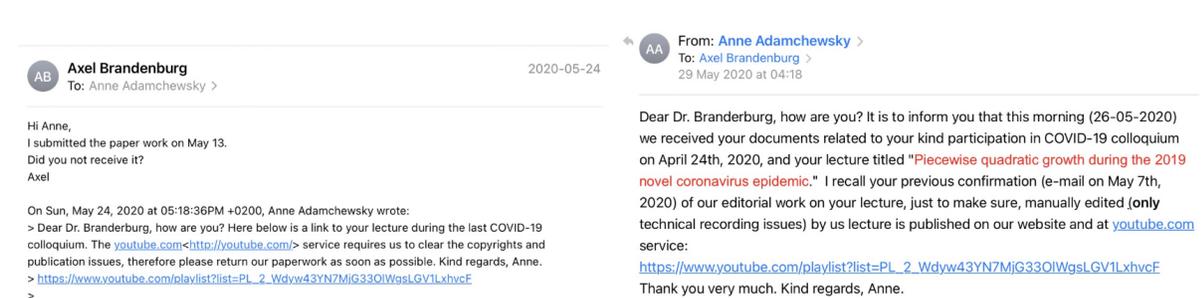


Figure 3: Evidence of usual, non-commercial communication: youtube recording published on May 24 and confirmation of receipt of documents.



## COVID-19 by the Numbers, Modes, Big Data, and Reality

Dear Colleagues, how are you? We are organizing [online via Skype connection](#) a multidisciplinary scientific debate (colloquium) concerning **COVID-19**, a novel strain of coronavirus.

### Colloquium Title: COVID-19 by the Numbers, Modes, Big Data, and Reality

Let me enumerate below some pertinent boundary issues. More related information is provided on this debate website ([http://www.vvoip-theoretical-geography-debates.org/index.php?title=COVID-19 by the Numbers, Modes, Big Data, and Reality#Cancellation policy of registration](http://www.vvoip-theoretical-geography-debates.org/index.php?title=COVID-19%20by%20the%20Numbers,%20Modes,%20Big%20Data,%20and%20Reality#Cancellation%20policy%20of%20registration)).

1. The debate will concern multidisciplinary scientific analysis, descriptions, and outlook on COVID-19,
2. The debate will be conducted via the internet video-voice connection using Skype technology directly from your office,
3. The debate will take place on April 15 through 16, 2020, and we will start at about 5 pm of Central European Time Zone.
4. The participants are welcome from every country, and various related scientific disciplines,
5. Your lecture (presentation) can be supported by PowerPoint slide presentation which will be viewed by the participants,
6. All lectures (presentations) will be recorded and posted (after some technical editorial work) at the colloquium website and YouTube service for free and open access.

At this moment, I kindly ask you to consider your kind participation in this debate (colloquium). We will appreciate your input. Could you please let me know:

1. Will, you be able to join us for this debate?
2. If yes, let me know the (tentative) title of your lecture (presentation),
3. Do not worry about technical issues with your Skype connection. We have done a number of related online debates and in about week time before the debate (April 15 through 16, 2020) we will run a test trail with you to eliminate (virtually nonexistent) issues.
4. The length of your lecture should be about 20-30 minutes,
5. We envision that each lecture will be followed by the debate and question time,
6. For that reason, we kindly ask all participants to forward to the organizer their PowerPoint slides (even if not the final version) to be distributed (at confidentiality request) between the remaining participants,
7. Due to the above process and due to the interdisciplinary character of the debate all participants will have some preliminary insight into the given lecture. If you wish to share your related work (publications) please forward the PDF's and we will redistribute them between the participants and (with your permission) add to the debate website.
8. In order to get insight into the nature of the proposed debate (colloquium) please visit our past online debates concerning physics and geography. ([http://www.vvoip-theoretical-geography-debates.org/index.php?title=Main\\_Page](http://www.vvoip-theoretical-geography-debates.org/index.php?title=Main_Page))
9. We have a tentative pledge from CNN, and BBC to use the debate materials (lectures).

I look forward to your kind response. Since we are on the fly, please excuse us for possible (not intended)

Figure 4: Evidence of usual, non-commercial communication: Conditions stated in their letter of May 7, 2020, mentioning “free of charge” under their first item 6.

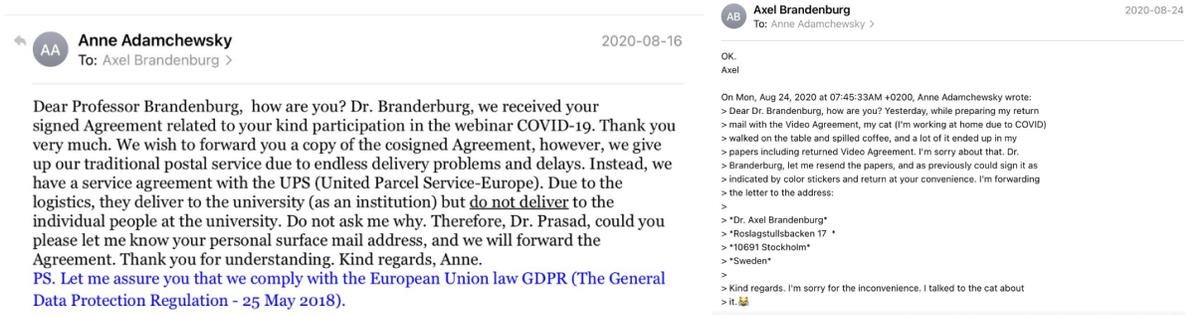


Figure 5: Evidence of usual, non-commercial communication: Follow-up emails of August 2020 about a second version of some documents.

Number	Name	Lecture Title
✓ 1	Victoria Lopez	A COVID-19 mathematical model based on Flow Networks and SIR
? 2	Marco Picariello	Covid-19 in italy: Lombardy vs Veneto containment strategy.
3	Axel Brandenburg	Piecewise quadratic growth during the 2019 novel coronavirus epidemic
✓ 4	Alessio Muscillo	Disease spreading in social networks and unintended consequences ...
• 5	Marco Paggi	Simulation of Covid-19 epidemic evolution: are compartmental models really predictive?
✓ 6	Venkatesha Prasad	A simple Stochastic SIR model for COVID-19
✓ 7	Ali Nasser	Planning as Inference in Epidemiological Models
✓ 8	Sahasranaman	Data and models of COVID-19 in India
✓ 9	Jindal	COVID-19 – a realistic model for saturation, growth and decay of the India specific disease
✓ 10	Sebastian Gonçalves	Trends and Urban scaling in the COVID-19 pandemic
✓ 11	Josimar Saïre	Social Sensors to Monitor covid19 South American Countries
? 12	Ashutosh Simha	A simple Stochastic SIR model for COVID-19
13	Tommaso Alberti	?

Figure 6: Evidence of usual, non-commercial communication: Schedule of the talks (left) and Youtube listings, all freely available.

Warszawa, 28 października 2021 r.

**SA/481/X/2021**

**Pan**  
**Axel Brandenburg**  
**Kungliga Tekniska Högskolan**  
Roslagstullsbacken 23  
SE-106 91 Stockholm  
Sweden

**Powód**      **Villa Europa sp. z o.o. - Warszawa**

**Pozwany**    **Kungliga Tekniska Högskolan - Sztokholm**

o 45.125,00 zł

Uprzejmie informuję, że do Sądu Arbitrażowego przy Konfederacji Lewiatan wpłynął pozew przeciwko Państwu, którego odpis załączam.

Na podstawie § 3 ust. 2 załącznika nr 3 Regulaminu Sądu Arbitrażowego zwracam się do Strony Pozwanej o udzielenie odpowiedzi na pozew w terminie 14 dni od otrzymania niniejszego pisma.

Jednocześnie informuję, że brak odpowiedzi na pozew w wyznaczonym terminie nie wstrzymuje postępowania arbitrażowego (§ 1 ust. 2 załącznika nr 3 w związku z § 18 ust. 4 Regulaminu Sądu).

Zobowiązuję stronę pozwaną do bezzwłocznego poinformowania strony powodowej o dacie otrzymania pozwu – z kopią do sądu (adres poczty elektronicznej pełnomocnika strony powodowej: [kwiatkowski@adwokatpietrowska.pl](mailto:kwiatkowski@adwokatpietrowska.pl))

**Zobowiązuję obie strony do zgodnego powołania arbitra pod rygorem § 4 ust. 2 załącznika 3 Regulaminu.**

Proszę o podanie adresu poczty elektronicznej do dalszej korespondencji.

W korespondencji proszę powoływać się na sygnaturę akt SA/481/X/2021

Regulamin sądu z 2012 r. ze zmianami - tekst jednolity oraz taryfa opłat - na stronie sądu [www.sadarbitrazowy.org.pl](http://www.sadarbitrazowy.org.pl)

Załączam:

1. Odpis pozwu;
2. Pismo z 22.09.2021r.

Odpis pisma do:

**Pan**

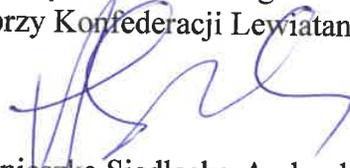
**Piotr Kwiatkowski**

**Kancelaria Adwokacka**

ul. Elizy Orzeszkowej 23

05-827 Grodzisk Mazowiecki

Sekretarz Generalny  
Sądu Arbitrażowego  
przy Konfederacji Lewiatan



Agnieszka Siedlecka-Andrychowicz

## Consent to Publish Video Recording and Licence Agreement

## ÷ VIDEO LECTURER AGREEMENT LETTER ÷

FOR

**COVID-19 by the Numbers, Modes,  
Big Data, and Reality**

2020 WEB-BASED CONFERENCE-DEBATE

April 24<sup>th</sup>, 2020

This Agreement is made and entered into this 24 day of April, 2020, by and between a natural person ~~Alex~~ **AXEL** Brandenburg, ("Lecturer"), whose correspondence address is: Nordita, KTH Royal Institute of Technology and Stockholm University, SE-10691 Stockholm, Sweden [brandenb@nordita.org](mailto:brandenb@nordita.org)

and Villa Europa ("VE"), ul. Sienna 64, 00-820 Warszawa, c/o Topolowa 19, 05-807 Podkowa Leśna and the parties agree to the following terms and conditions:

**1.0. SERVICES OF THE LECTURER**

The Lecturer shall present the lecture described below at the following date, time and location:

TITLE OF LECTURE: **Piecewise quadratic growth during the  
2019 novel coronavirus epidemic**

DATE<sup>1</sup>: April 24th, 2020

STARTING TIME<sup>1</sup>: 5 pm European Time

LOCATION ("Location"): web-based, voice-video conference, the European Union.

**2.0. Relationship Between Parties**

2.1. The Lecturer shall be an independent contractor (natural person) during the period of performance under this Agreement and not an employee or agent of VE.

<sup>1</sup> An exact date and time will be specified in the conference final programme and the Lecturer agrees to follow it.

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2.2. The Lecturer, whose grantor institution name and address is on the page 3 and 4, is its employee (professor) with a valid mandate (power of attorney, authorization, or any other legal entitlement) of Director of NORDITA Institute, prof. dr. Niels Obers and/or KTH (represented by Rector Sigbritt Karlsson)/Stockholm University (represented by Rector A. Söderbergh Widding), to sign on behalf these legal entities this agreement.

2.3. The parties agree and confirm that the settlement of the dispute, should it arise, shall take place before the Sąd Arbitrażowy przy Konfederacji Lewiatan (Court of Arbitration at the Confederation of Lewiatan), ul. Zbyszka Cybulskiego 3, 00-727 Warszawa, Poland in accordance with the rules of that court in effect on the day the proceedings are commenced. The language of the arbitration shall be Polish and the law applicable to the contract shall be the substantive Polish law together with the New York Convention dated 1958. The number of arbitrators shall be one, appointed pursuant to Article 1171 §2 item 2 of the Polish Code of Civil Procedure excluding Art. 4 item 2 (Appendix) of the Lewiatan Rules. The parties agree to conduct arbitration proceedings **solely** on the basis of **documents**. Sąd Arbitrażowy court correspondence and documents should be directed (forwarded) to [niels.obers@su.se](mailto:niels.obers@su.se) (professor Niels Obers, KTH, Roslagstullsbacken 23, SE-106 91 Stockholm, Sweden) and [theoretical-geography-debates@vvoip-theoretical-geography-debates.org](mailto:theoretical-geography-debates@vvoip-theoretical-geography-debates.org) (Villa Europa sp. z o. o. ul. Sienna 64, 00-820 Warszawa) or their attorneys, respectively.

### Please check the following boxes:

- The materials provided to Villa Europa by the Lecturer under this agreement do not contain any copyrighted materials owned by any person other than the Lecturer.
- The Lecturer has received written permission to reproduce and distribute any copyrighted materials contained in the materials provided to Villa Europa by the Lecturer under this agreement and has provided the Villa Europa with copies of any such permissions.
- The Lecturer grants the Villa Europa, to publish at the conference website, the video and sound recording of Lecturer presentation. The Lecturer permits Villa Europa to edit his/hers lecture recording to improve its professional appearance.

2.4. The Lecturer agrees to indemnify and hold harmless Villa Europa, its governing board, officers, agents and employees against any injury, loss, damage or other liability arising from the services performed by Lecturer or from any breach of this Agreement, except for injury, loss, damage or other liability resulting directly from Villa Europa wilful negligence or misconduct.

2.5. Lecturer shall carry and maintain in full force and effect at the time of Lecturer services hereunder general liability insurance with limits of coverage of not less than five hundred thousand euro for the benefit of Villa Europa and Lecturer as protection against all liability claims arising from the services performed by Lecturer of this Agreement and, shall deliver a certificate of insurance reflecting such coverage no later than ten (10) days prior to the date of the lecture.

2.6. The Lecturer may terminate (by written on paper notice) of his/her participation in the webinar within a week before the webinar that is on or before April 17<sup>th</sup>, 2020. In such a case all monies paid as described in point 2.10 will be returned no later then 7 days after the Lecturer withdraw. The Lecturer explicitly and irrevocably confirms that he/she has thoroughly read (and accepts) the webinar provisions at [http://www.vvoip-theoretical-geography-debates.org/index.php?title=COVID-19 by the Numbers, Modes, Big Data, and Reality](http://www.vvoip-theoretical-geography-debates.org/index.php?title=COVID-19%20by%20the%20Numbers,%20Modes,%20Big%20Data,%20and%20Reality) [http://www.vvoip-theoretical-geography-debates.org/index.php?title=Vvoip theoretical geography debates>About](http://www.vvoip-theoretical-geography-debates.org/index.php?title=Vvoip%20theoretical%20geography%20debates>About) [http://www.vvoip-theoretical-geography-debates.org/index.php?title=Instructions for Authors](http://www.vvoip-theoretical-geography-debates.org/index.php?title=Instructions%20for%20Authors)

2.7. All contributors are published under a Creative Commons (CC) License (<https://creativecommons.org/licenses/by/4.0/>).

2.8. Acts of God. In any case, where either party hereto is required to do any act, delays caused by or resulting from Acts of God, war, civil commotion, fire, flood or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations, unusually severe weather.

2.9. In the event that such an act of God or another event of force majeure (mentioned below) and like a change of conference proceedings from on site (Location) to Skype lectures and presentations the VE will be not accountable (entitled) of returning monies (conference fee and related expenses) to the lecturer. The other causes beyond VE's reasonable control, the illness of parties, the absence of the parties, withdraw of the parties lectures and/or

**VILLA EUROPA Sp. z o.o.**  
ul. Sienna 64, 00-820 Warszawa  
tel. 620 14 01, 620 41 18  
fax 654 72 61

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presentations and/or participation, small number of participants, absence of visa, participants papers publication instead of on-site lectures and Skype discussion, lectures *via* Skype connection, shall not be counted as their responsibility and impose obligation on VE of returning monies (fees and expenses of participants). In determining the time during which work shall be completed, whether such time is designated by a fixed date, a fixed time or a reasonable time, and such time shall be deemed to be extended by the period of such delay if occurred.

2.10 Provision, relationship and obligations. All participants - natural persons - of the Debate April 24th, 2020 agree (regardless of other discounts and exemptions of fee participation waived payments) to furnish to the organizer a net **two thousand seven hundred eighty five euro** to cover editorial work and open access publication required for of the debate proceedings. The parties of this contract also agree that in the case of dispute the law of Poland will be applicable to the whole present agreement (contract) as described in Article 3 of the law applicable to contractual obligations (Rome I). The parties agree to follow Article 4 (b) (Rome I) and confirm that all services to the service participant had been carried out in Poland by the organizer. If the participant does not participate in the debate he/she still agrees to cover the above amounts. Any dispute arising out of or related to this contract signed by the parties shall be finally settled by the arbitral tribunal at the Sad Arbitrazowy Online in Wrocław, Poland or Sad Arbitrazowy przy Konfederacji Lewiatan w Warszawie, Poland in accordance with the rules of that court in effect on the date of commencement of the proceedings. The language of the arbitration shall be Polish and the governing law of the contract shall be the substantive law of Poland along with Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 (New York Convention). The number of arbitrators shall be one. Deliveries should be made to the postal address, or e-mail addresses and/or mobile phone numbers as given by each Lecturer and VE in the related correspondence. The Lecturer agrees to cover all related VE legal costs in the case of dispute. The Lecturer warrants that the Lecturer owns all copyrights and other rights to reproduce and distribute such materials for this conference. The Lecturer further warrants that all materials contributed by the Lecturer are not libelous or unlawful, will not cause harm or injury, and do not infringe on any copyright or another proprietary, personal, or contractual rights of any other party whether statutory or non-statutory, of any third parties. Lecturer shall defend, indemnify and hold VE and its affiliates, subsidiaries, directors, officers and employees harmless from and against all claims, liabilities, losses, damages, fines, penalties and expenses (including attorneys' fees and court costs) incurred by VE.

3.1. This Agreement shall be assigned or amended only by written amendments duly executed by the Lecturer and Villa Europa.

3.2. This Agreement shall be governed, interpreted and construed in accordance with the laws of the Republic of Poland.

3.3. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating thereto.

3.4. The Lecturer confirms that he/she agrees in the document titled **Consent to Publish and License Agreement** that he/she and all co-authors agree that the article (talk, presentation *via* Skype, the discussion *via* Skype) if editorially accepted for online publication, shall be licensed under the **Creative Commons Attribution License 4.0**. If the law requires that the article be published in the public domain, I/we will notify VE at the time of submission, and in such cases, the article shall be released under the **Creative Commons 1.0 Public Domain Dedication**.

3.5. VE (the Organizer) reinforces that no personal data may be processed unless this processing is done under a lawful basis specified by the General Data Protection Regulation privacy for all individual citizens of EU, Regulation (EU) 2016/679 implemented 25 May 2018.

IN WITNESS THEREOF, the authorized representatives of the parties have executed this Agreement.

**Title of the Lecture/Presentation** (tentative if unknown the final title):

### **Piecewise quadratic growth during the 2019 novel coronavirus epidemic.**

(Fill by handwriting)

**LECTURER**

PRINTED NAME:

DATE (dd.mm.yy):

SIGNATURE:

AKEL BRANDENDUKB  
May 13, 2020  
*Akel Brandendukb*

**Organizer**

PRINTED NAME:

DATE (dd.mm.yy):

SIGNATURE:

K. Siemicki  
26-05-2020  
*K. Siemicki*  
**VILLA EUROPA Sp. z o.o.**  
ul. Sienna 64, 00-820 Warszawa  
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fax 654 72 81