

**License agreement for the use of the competition work**

concluded in Poznań on ..... , between:

Wielkopolska Museum of Independence seated in Poznań, entered into the Register of Cultural Institutions under No. VI, REGON (business register number): 000277902, NIP (tax identification number): 778-11-28-909  
represented by:

.....

hereinafter referred to as the **Ordering Party**

and

.....

.....

.....

hereinafter referred to as the "**Participant**"

both hereinafter collectively referred to as the "**Parties**"

**Recitals**

The parties enter into this agreement (hereinafter referred to as the "**Agreement**") in order to fully implement the provisions of the Terms and Conditions of the "Competition for the development of a visual-spatial concept for the permanent exhibition of the Museum of the Wielkopolska Uprising 1918-1919 in Poznań (hereinafter referred to as the "**Terms and Conditions**")".

**§ 1**

1. The Participant has made, within the framework of the Competition for the development of a visual-spatial concept for the permanent exhibition of the Museum of Wielkopolska Uprising 1918-1919 in Poznań (hereinafter referred to as the "**Competition**"), a Competition work under the identification code ..... (hereinafter referred to as: "**Competition Work**"). For the exclusion of doubt, the Parties confirm that the Competition Work is understood to mean both the Competition Work in its entirety and in parts, or its elements, and in particular the works within the meaning of Article 1 of the Act on Copyright and Related Rights of 4th February 1994. (Dz.U. 2021, Item 1062, as amended; hereinafter: "**Copyright**")

**Act”**), including audiovisual works, phonograms and videograms within the meaning of, respectively, Article 94 Paragraph 1 and Paragraph 2 of Copyright Act.

2. The Participant declares that the Competition Work results from the effort of the *Participant*.<sup>1\*</sup> / *and\* / of the author listed below\*/ of the co-authors listed below*<sup>2\*</sup> (complete list of co-authors):

- a) .....
- .....
- .....
- .....
- b) .....
- .....
- .....
- .....
- c) .....
- .....
- .....
- .....
- d) .....
- .....
- .....
- .....
- e) .....
- .....
- .....
- .....

*(continue on a separate sheet if necessary)*

**§ 2**

1. The Participant declares that *as the author they are entitled to\*/ on the basis of separate contracts they effectively purchased from the author\*/co-authors\* of the Competition Work listed in Section 1 Paragraph 2 above* the whole of intellectual property rights to the Competition Work, including:

- a) the entirety of the proprietary copyrights to the Competition Work in all fields of exploitation indicated in § 3, and has obtained the remaining authorizations, consents and permissions, at least to the extent that allows the Participant to issue the following statements, consents and permissions;
- b) the entirety of the related rights to the objects of related rights that are part of the Competition Work, including phonograms and videograms;
- c) the exclusive right to transfer the right to authorise exercising of the derivative copyright to the Competition Work;
- d) ownership of the media on which the Competition Work was recorded, and of the copies of the Competition Work submitted in accordance with the Terms and Conditions.

2. The Participant represents and warrants that:

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<sup>1</sup> If the only author of the competition work is a Participant who does not operate in the form of a design team, the Items a) - e) are deleted.

<sup>2</sup> Please provide the first and last name and residence address of the co-author.

- a. The Competition Work constitutes an original work;
  - b. The Competition Work is free from any legal defects and physical defects, and its use will not violate any rights of third parties and will not restrict the Purchaser from freely using and disposing of it;
  - c. they have acquired by the date of the Agreement conclusion all intellectual property rights to the Competition Work from its subcontractors, personnel (regardless of the basis of employment/collaboration) and third parties, and that it is the Participant who is the entity solely entitled to exclusive rights to the Competition Work;
  - d. intellectual property rights– including proprietary copyrights and related rights – to the Competition Work are not encumbered in any way, and the Participant has not granted and will not grant a license to any third party in any field of exploitation with respect to the Work, nor has the Participant undertaken or will undertake to sell or encumber the Work;
  - e. they are duly authorized and empowered to make the representations and warranties contained in the Agreement, and that the execution and performance of the Agreement does not violate and will not violate any rights of third parties, including proprietary copyrights or moral rights, personal rights or the image rights;
  - f. using the Contest Work in a manner consistent with the Agreement will not impose upon the Ordering Party, its legal successor and persons authorized by the Ordering Party the necessity to obtain any further consents or permissions or to enter into any agreements and pay any remunerations, and, in particular, that the Participant has obtained all necessary authorisations and consents necessary for the free use and disposal of the Competition Work by the Ordering Party and guarantees that its use will not violate any rights of third parties, including in particular their personal rights;
  - g. no rights to the Competition Work have been transferred by the author to be managed by an organisation dealing in collective or individual management of copyrights or related rights.
3. *Confirmation of the Participant's effective acquisition of full rights to the Competition Work shall be provided by means of the statements of the author\*/all co-authors\* of the Competition Work, listed in § 1(2) above, the contents of which shall be consistent with the model constituting Attachment A.5a to the Terms and Conditions.*

### § 3

1. As part of the award paid by the Ordering Party to the Participant (the "**Remuneration**"), upon payment of the Award by the Contracting Authority to the Participant, the Participant grants the Ordering Party a non-exclusive license – together with the right to grant further sublicenses – to use the Competition Work for the purpose of advertising and promoting the Ordering Party and its activities and for the purpose of advertising and promoting the Competition (including, in particular, organizing an exhibition of the awarded Contest Works, together with a catalogue from the exhibition) and future contests of this type organised/co-organised by the Contracting Authority, without territorial restrictions (i.e. worldwide), for an indefinite period of time, in all fields of exploitation known as of the date of conclusion of the

Agreement, including the fields of exploitation indicated in Article 50 of the copyright law, including:

- a. in terms of recording and reproduction of the Competition Work - production of copies by any technique, including printing, reprography, magnetic recording and digital technique;
  - b. in terms of circulation of the original or copies on which the Competition Work was fixed - marketing, lending or renting of the original or copies;
  - c. publication of the Competition Work in paper form, as well as in electronic or multimedia form in any media, including the Internet;
  - d. introduction of the Competition Work into computer memory, introduction into computer networks and making it available in digital form, including on the Internet;
  - e. with regard to dissemination of the Competition Work in a manner other than that specified in the preceding paragraphs - public performance, exhibition, display, reproduction, as well as broadcasting and re-broadcasting, as well as making the Competition Work available to the public in such a way that everyone can have access to it at a place and time of their own choosing.
2. As part of the Remuneration, upon the payment of the prize to the Participant by the Contracting Authority, the Participant grants the Contracting Authority, his/her legal successor and persons authorized by the Contracting Authority the right to exercise and the right to authorize the exercise of derivative copyrights to the development of the Contest Work (i.e. to create, use and dispose of the development of the Contest Work), in particular in the fields of exploitation described in paragraph 1 above - in for the purpose of advertising and promoting the Contracting Authority and its activities, as well as for the purpose of advertising and promoting the Contest (including in particular for the purpose of organising an exhibition of works recognised as part of the Contest together with a catalogue from the exhibition) and future contests of this type organized/co-organized by the Contracting Authority.
3. Within the framework of the Remuneration, as of the moment of the Participant receiving an award from the Ordering Party, the Participant shall grant the Ordering Party a non-exclusive licence – with the right to grant further sublicences – for using all the objects of related rights, including to phonograms within the meaning of Article 94 Paragraph 1 of the Copyright Act and videograms within the meaning of Article 94 Paragraph 2 of the Copyright Act, constituting the Competition Work or an element thereof, for the purposes of advertising and promoting the Ordering Party and its activity and for the purposes of advertising and promoting the Competition (including in particular for the purpose of organising an exhibition of works recognised as part of the Contest together with a catalogue from the exhibition) and future competitions of this type organised / co-organised by the Ordering Party without territorial limitations (i.e. worldwide), for unlimited time, in all the fields of exploitation known as of the date of concluding the Agreement, including in the fields of exploitation indicated in Article 94 Paragraph 4 of the Copyright Law, including within the scope of:
- a. reproduction using a specific technique;
  - b. marketing;
  - c. rental and lending of copies;

- d. make the aforementioned objects of related rights available to the public in such a way that anyone can access them at a place and time of their own choosing.
4. For the avoidance of any doubt, the Parties hereby confirm that throughout the world, the Ordering Party, its legal successor and persons authorized by the Ordering Party are entitled, without payment of any consideration, to:
  - a. incorporate the Competition Work into other objects of intellectual property rights, including works, or combining them with other objects of intellectual property rights (e.g., works), as well as including them in collective works and using them in multimedia works;
  - b. make any changes to the Competition Work, in particular, to make their elaborations, alterations, adaptations and modifications (in particular, translation, alterations, changes, division, combination, decompilation, disassembly, adaptations and other elaborations), to present in other forms, as well as to use these elaborations or transformations;
  - c. use the Competition Work for advertising and marketing purposes;
  - d. disseminate the Competition Work in any way.
5. Within the framework of the Remuneration, the Participant undertakes and guarantees to the Ordering Party, its legal successors and persons authorized by it indefinite authorisation to the following (if the Participant is the author/co-author of the Competition Work then they extend indefinite authorisation to):
  - a) exercise on behalf of the authors of the Competition Work their personal rights, in particular their moral rights; at the same time, if the Participant is the author/co-author of the Contest Work - they undertake that they will not exercise their moral rights against the Ordering Party, its legal successors and persons authorised by the Ordering Party;
  - b) mark the Competition Work with the first and last names of the authors of the Competition Work or their pseudonyms or to make them available anonymously; including, in the case of objects of related rights, not to include on their copies any indications of authorship, titles of works, dates of preparation and name or company (name) of the producer;
  - c) make changes and alterations to the Competition Work that are dictated by the needs of using the Competition Work, including to use the Competition Work in part or in whole and combining it with other works or non-creative elements, as well as to make any modifications to the Competition Work;
  - d) decide on the initial publication of the Competition Work or its individual elements or to refrain from publishing them, with the Ordering Party not being obliged to distribute the Competition Work to any extent;
  - e) exercise on their behalf the supervision over the use of the Competition Work.
6. As part of the Remuneration, the Participant undertakes and warrants that the creators of the Competition Work will not revoke the authorizations referred to in Paragraph 5 above, and if the Participant is the author/co-author of the Competition Work, the Participant warrants and undertakes that the Participant will not revoke the authorisations or terminate the obligations referred to in Paragraph 5 above.
7. In the event that a new field of exploitation, unknown at the time of the conclusion of the Agreement, is identified, the Participant shall, at the request of the Ordering Party, undertake

and conduct good faith negotiations with the Ordering Party in order to establish the terms and conditions for the transfer of property copyrights, subsidiary rights and related rights to the Competition Work in the new field of exploitation. The Ordering Party shall have the right of pre-emption in the acquisition of proprietary copyrights, subsidiary rights and related rights to the Competition Work in any new field of exploitation unknown at the time of conclusion of the Agreement (right of pre-emption). The purchaser may exercise the right of pre-emption within 3 (three) months from the date of receipt of a written notice (having a written form on pain of nullity) from the Participant of the intention to transfer the rights. The Participant also undertakes to make the first written offer to acquire the aforementioned copyrights, subsidiary rights and related rights to the Competition Work to the Ordering Party (priority right).

8. The parties exclude the application of the provision of Article 2 Paragraph 3 of the Copyright Act. If the Participant is not the sole author of all the works comprising the Competition Work, the Participant undertakes, assures and guarantees that by the date of the Agreement he has obtained from all the authors of the Competition Work an undertaking not to exercise the rights vested in the authors under the provision of Article 2 Paragraph 3 of the Copyright Act and guarantees to the Ordering Party that such rights will not be exercised against the Ordering Party. In the event that the provision referred to in the first sentence of this section is contrary to mandatory provisions of the law, the Participant undertakes, assures and guarantees that the rights vested in the authors under the provision of Article 2 Paragraph 3 of the Copyright Law shall not be exercised against the Ordering Party, and in the event that the Participant is the sole author of all works comprising the Competition Work, the Participant undertakes not to exercise such rights.
9. If the acquisition of the rights, authorisations, consents and warranties referred to in the Agreement would require additional factual or legal actions, the Participant agrees to immediately undertake such actions in cooperation with the Ordering Party. The above applies in particular to confirmation or clarification of the fields of exploitation and the aforementioned rights, consents or guarantees.
10. The Participant shall bear full responsibility for infringement of the rights of any third party, including in particular copyrights, related rights, industrial property rights or personal rights of a third party caused by the use or disposal of the Competition Work. In the event that any claims are made by third parties against the Ordering Party, its legal successor or persons authorised by it for infringement of any rights of third parties to the Competition Work, the Participant agrees to take, at its expense and risk, all legal steps to ensure due protection of the Ordering Party, its legal successors and persons authorized by the Ordering Party against such third party claims. In the event that a third party brings an action against the Ordering Party, its legal successor or a person authorised by the Ordering Party for infringement of a third party's rights as a result of using or disposing of the Competition Work, the Participant shall enter the proceedings as a defendant, or, if this is not possible, shall intervene in support of the defendant. The Participant shall pay all costs associated with the defence against the aforementioned claims, in particular, all costs arising from a final court judgment or a settlement reached with the consent of the Participant, including the costs of publication of the court judgment or statement, costs of trial, damages or remedies, which the Ordering Party, its legal successor or a person authorized by the Ordering Party incurs to settle or

defend against such claims, within 14 days from the date the judgment becomes final or the settlement is reached.

11. As part of the Remuneration, together with the transfer of the medium on which the Competition Work was recorded and the copies of the Competition Work to the Ordering Party, the Participant transfers to the Ordering Party the ownership of this medium and said copies.
12. The licenses referred to in the Agreement are granted for an indefinite period of time, and the Participant agrees not to terminate any of the licenses. In the event of the aforementioned provision being found to be contrary to generally applicable laws or the Participant terminating the license despite the obligation, the Parties agree that the notice period shall be 5 years effective at the end of the calendar year; and if, in turn, the aforementioned 5-year term is found to be contrary to applicable provisions of the law, the Parties agree that the notice period shall be 3 years effective at the end of the calendar year.

#### **§ 4**

The Participant declares that all kinds of financial settlements between the Participant and the *author\*/co-authors\** of the Competition Work have been agreed and made under a separate agreement concluded between the Participant and the *author\*/co-authors\**, taking into account Article 9 Paragraph 1 of the Copyright Act.

#### **§ 5**

The Participant declares that in the event that they receive a prize in the Competition in the form of an invitation to negotiate in the mode of a single-source procurement, they undertake to sign a contract transferring the proprietary rights to the competition work, the template of which is attached as Attachment No. A5.B to the Terms and Conditions, within the time limit specified in the Terms and Conditions.

#### **§ 6**

1. To any matters not regulated by the Agreement the generally applicable provisions of Polish law shall apply.
2. Any changes to the Agreement must be made in writing under pain of nullity.
3. The Participant may not assign, novate, assign or otherwise transfer any of its rights and obligations under the Agreement to any third party without the prior written consent of the Ordering Party (written form must be adhered to on pain of nullity).
4. In the event of a provision of the Agreement being or becoming ineffective, invalid or unenforceable, the effectiveness, validity or enforceability of the remaining provisions of the Agreement shall not be affected. The parties to the Agreement will then cooperate to replace the ineffective, invalid or unenforceable provision with another one that is suitable for achieving the intended result. Filling in any omissions or gaps in the Agreement will be carried out in a similar manner.
5. The Agreement has been drawn up in two counterparts, one for each Party.

.....  
Ordering Party

.....  
Participant