

Author's/Co-author's* statement confirming the transfer of rights to the competition work

Date:

.....
(first and last name of author/co-author* ¹)

.....
(address of residence or registered office)

hereinafter referred to as "**Author**"* / "**Co-author**"*

Recitals

in connection with my participation in the preparation of the Competition Work with the identification code, submitted in 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**"), I submit the following statement:

¹ I. The controller of your personal data is: 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, e-mail: iodo@wmn.poznan.pl

II. As the Controller of your personal data, we process your data for the following purposes: executing the copyright transfer contract on the basis of Article 6(1)(b) of Regulation 2016/679 of the European Parliament and of the Council (EU) of 27th 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 referred to as: GDPR).

III. Data recipients: We may share your data with the following categories of entities: subcontractors, i.e., entities we employ to process data, with whom we have entered into a contract for entrusting the processing of personal data: e.g., IT company, our hosting provider, our software providers, and entities authorized to obtain data under applicable laws. At the same time, we inform you that we do not transfer your data outside the European Economic Area and do not intend to do so in the future.

IV. Data storage period: Your data will be retained for the period necessary to fulfill the purposes set forth in Item II, and thereafter for the period and to the extent required by generally applicable law.

V. Your rights introduced by the GDPR Regulation: In connection with our processing of your personal data, you are entitled to:

- (a) the right to access the content of the processed data and to receive a copy of it,
- (b) the right to rectify (correct) the data,
- (c) the right to remove data,
- (d) the right to restrict data processing,
- (e) the right to object to data processing,
- (f) the right to transfer the data,
- (g) the right to withdraw consent to data processing at any time, without affecting the lawfulness of processing carried out on the basis of consent before its withdrawal.

You may exercise the above rights by sending us an e-mail message to the address specified in Item I above.

VI. Complaint to the supervisory authority: In cases where you consider that the processing of your data violates the provisions of GDPR, you have the right to lodge a complaint with the supervisory authority (President of the Office for Personal Data Protection).

VII. Voluntariness of providing data and the consequences of not providing it: Provision of data is voluntary, but the consequence of not providing data necessary for the conclusion or execution of the contract will be the inability to conclude the contract.

I, the undersigned - , declare that:

1. I have participated in the preparation of the Competition Work under the identification code (hereinafter: "**Competition Work**") submitted in the Competition by (hereinafter: "**Participant**"). Accordingly, I participated in the works on the execution of the following elements of the Competition Work:
 - a) _____,
 - b) _____,
 - c) _____

(provide titles or elements of the Competition Work)
2. For the exclusion of doubt, I confirm that by Competition Work I mean both the Competition Work in its entirety and in parts, or its individual elements, and - in particular - 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 the Copyright Act.
3. I have transferred to the Participant (on the basis of the contract concluded with the Participant in writing, dated _____), for the purpose of further transfer thereof to the Wielkopolska Museum of Independence seated in Poznań (hereinafter: "**Ordering Party**") or for the purpose of granting a license to the Ordering Party, in accordance with the Terms and Conditions of the Competition, the entirety of the proprietary copyrights together with the derivative rights to all works - within the meaning of Article 1 of the Copyright Act and the objects of related rights, and in particular to the following phonograms within the meaning of Art. 94 sec. 1 of the copyright law and videograms within the meaning of Article 94 Paragraph 2 of the Copyright Act, constituting the Competition Work or an element thereof, created by me or with my participation in the course of the works indicated in Item 1 above (if any, and to the extent of the rights created in my favour as an author) (hereinafter collectively: "**Results of Work**"), without temporal and territorial restrictions (i.e., throughout the world), in all fields of exploitation known at the time of submission of this statement, and in particular, in the fields of exploitation indicated in Article 50 and Article 94 Paragraph 4 of the Copyright Act, including:
 - a. within the scope of recording and reproducing the Results of Work - production of copies using any technique, including printing, reprography, magnetic recording and digital technology;
 - b. within the scope of circulation of the original or copies on which the Results of Work were recorded - marketing, lending or renting of the original or copies;
 - c. publication of the Results of Work in paper form, as well as in electronic or multimedia form in any media, including the Internet;
 - d. introducing the Results of Work into computer memory, introducing them into computer networks and making them available in digital form, including on the Internet;
 - e. within the scope of dissemination of the Results of Work in a manner other than that specified in the preceding paragraphs - public performance, exhibition, display, reproduction, 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;

4. I/we have transferred to the Participant(on the basis of a written contract concluded with the Participant), for the purpose of further transferring, the exclusive right to authorise the exercise of derivative copyrights to the elaborations of the Results of Work, in particular in the fields of exploitation indicated in Item 3 above;
5. I am the author/co-author of all the Results of Work and I am entitled to the moral rights to all the Results of Work;
6. I undertake, grant and guarantee to the Ordering Party, its legal successor and persons authorized by it, indefinite authorisation to:
 - a) exercise on my behalf my personal rights, in particular my moral rights; and furthermore, I undertake not to exercise my moral rights against the Ordering Party, its legal successors and persons authorized by the Ordering Party;
 - b) mark the Results of Work with my first and last names or pseudonym 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 Results of Work that are dictated by the needs of using the Results of Work, including to use the Results of 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 Results of Work;
 - d) decide on the initial publication of the Results of Work or individual elements thereof or to refrain from publishing them, with the Ordering Party not being obliged to distribute the Results of Work to any extent;
 - e) perform on my behalf the supervision over the use of the Results of Work;
7. I undertake that I will not revoke the authorisation referred to in Item 6 above;
8. I assure that:
 - a. the Results of Work are original works and I am their sole creator;
 - b. the Results of Work are free from legal defects and physical defects, and using them shall not violate any rights of third parties and shall not restrict the Ordering Party from freely using and disposing of them;
 - c. on the date of conclusion of the contract with the Participant, referred to in Item 3 above, I was entitled to all of the intellectual property rights to the Results of Work, including the proprietary copyrights to the Results of Work, the derivative rights to the elaborations of the Results of Work and the related rights to the Results of Work in all fields of exploitation indicated in this statement, and I was the sole person entitled to transfer the right to exercise and to permit the exercise of the derivative copyright to the elaborations of the Results of Work;
 - d. no rights to the Results of Work have been transferred by me to be managed by an organisation dealing in collective or individual management of copyrights or related rights.
9. I acknowledge and agree that in the event that the Competition Work receives an award in the course of the competition proceedings, the Participant will transfer to the Wielkopolska Museum of Independence the rights and grant the authorisation, consent and permission within the scope specified in the Competition Terms and Conditions to the Wielkopolska Museum of Independence or grant the Wielkopolska Museum of Independence a license within the scope specified in the Competition Terms and Conditions. In view of the above, I

assure and undertake not to assert any claim against the Wielkopolska Museum of Independence or any other entity using the Competition Work (including the Results of Work done by me) under the authority of the Wielkopolska Museum of Independence, including in particular the payment of remuneration in any form for the use or disposal of the Competition Work. Any claims, if they arise, may be made by me only against the Participant.

Document signed using a qualified electronic signature