

Annex No. 1 to the Regulations – Model Agreement with the Resident

concluded in Wrocław on between:

..., residing at ..., PESEL/ID Number ... (hereinafter referred to as the **Resident**)

and

local government cultural institution named Strefa Kultury Wrocław (Wrocław Culture Zone) with its registered office in Wrocław (50-067, Poland), at Świdnicka 8B, entered into the Cultural Institutions Register kept by the Government of the Wrocław Municipality under the number RIK 37/2012, with NIP (Tax Identification Number) 899-273-65-81 and REGON 021907583, represented by Krzysztof Maj – General Director, with the countersignature of the Chief Accountant – Monika Kozłowska, hereinafter referred to as **WCZ or Wrocław Culture Zone**

jointly referred to as the “**Parties**”, and separately as the “**Party**”.

The Parties confirm to each other that they have the necessary authorisations and legal capacity to conclude this agreement, and to this end both Parties

DECLARE THAT

Considering that:

- 1. As part of its statutory activity, WCZ organises and co-organises projects in the field of culture and art, in particular with a view to supporting and promoting the activity of artistic, cultural and academic circles, as well as representatives of urban and social initiatives from European cities, including in particular the partner cities of Wrocław;*
- 2. In order to implement the aforementioned idea, the Residence Project for representatives of artistic, cultural and academic circles from the European partner cities of Wrocław (hereinafter referred to as the “Residence”) was developed, which is implemented by WCZ as part of the AIR Wro Programme (hereinafter referred to as the “Programme”);*
- 3. The Resident was selected by way of an Application Process carried out in order to find an entity entitled to participate in the Residency, taking place as part of the AIR Wro Programme.*

The parties agreed to conclude the following agreement:

§ 1 Subject matter of the agreement

1. The subject matter of this agreement is to define the principles and nature of cooperation between the Parties in order for the Resident to carry out the Residency in Wrocław in the period **between 2019 and 2019**. The Residence Schedule is a detailed description of the Application selected by the Committee, and constitutes Annex No. 1 to this agreement.
2. The Residency shall include the following activities:
 - a);
 - b) promotion of the Residency.
3. The Residency is organised in cooperation with WCZ, however, due to the nature of the project proposed by the Resident selected through the Application Process, WCZ has the right to establish cooperation with local cultural operators from Wrocław and Lower Silesia, including granting them the status of partners or co-organisers of the Residence. All obligations resulting from this agreement may be fulfilled by WCZ alone or with a participation, or by a Residency Partner.

§ 2 Resident's liabilities

1. Under this agreement, the Resident undertakes to carry out the Residency described in detail in Appendix No. 1 to this agreement on their own, in cooperation with WCZ, and in particular to:
 - a) carry out the Residence based on its description, which was presented in the application submitted in the Application Process for the Residency and constituting Annex No. 1 to this agreement;
 - b) accept direct liability towards WCZ for realisation of the Residency and all costs of the Residency other than those indicated in § 3, section 1, item 4;
 - c) keep photographic and/or video documentation of activities undertaken during the Residency;
 - d) present materials documenting the activities undertaken as part of the Residency during events included in the AIR Wro Programme selected by the Parties, at a place and time agreed by the Parties;
 - e) provide WCZ with completed Residency report, constituting Annex No. 2 to this agreement, within 60 (sixty) working days from the date of its conclusion at the latest;
 - f) provide WCZ with photographic and/or video documentation of activities undertaken during the Residency as part of the report constituting Annex No. 2 to this agreement for documentation and promotional purposes, within 28 working days from the conclusion of the Residency.
2. During the term of the agreement, both the Resident and WCZ may submit justified comments and suggestions for changes regarding specific details of the description of the Residency.
3. In the case of comments and changes accepted by both Parties, the Resident is obliged to take them into account in the process of realisation of the Residency.
4. The Resident is obliged to actively participate in events organised by WCZ as part of the Residence, such as meetings devoted to the Residence, press conferences, radio and television programmes, debates and seminars, as well as in other activities aimed at promoting WCZ and the AIR Wro Programme.
5. The Resident is obliged to obtain their own international health and accident insurance and medical care during the Residency at their own expense. The Resident declares that they will cover all costs related to hospitalisation or medical care in Wrocław.
6. The Resident is obliged to exercise due care when using the space, equipment and services made available to them. The Resident shall be held liable for damage which they caused using the space, equipment and services made available to them.
7. The Resident shall be held responsible, as for their own acts or omissions, for the acts and omissions of third parties engaged by them to carry out the Residency and any third parties visiting the Resident.
8. The Resident shall not be entitled to make declarations of will and make commitments on behalf of and for the benefit of WCZ or Residency Partners.
9. The Resident acknowledges that all materials and documents acquired by them in connection with realisation of the Residence covered by the agreement are and will remain the property of WCZ. The Resident shall return them to WCZ no later than on the day of termination or expiration of the agreement.
10. Krzysztof Bielaszka – krzysztof.bielaszka@strefakultury.pl shall be responsible for ongoing contacts with the Resident on behalf of WCZ (the "Representative").
11. WCZ undertakes to take care of all formalities related to obtaining possible permits, as well as coordination and realisation of Residencies in a timely manner.
12. Both WCZ and the Resident are obliged to be able to contact each other as needed. If they are unable to ensure such contact, they shall notify the other Party of this fact.
13. WCZ, and here in particular the Representative, has the right to request at any time any information concerning realisation of the Residency from the Resident.
14. In addition, the Resident undertakes to use WCZ and AIR Wro Programme and all third-party logotypes indicated by WCZ in all media and in promotional activities carried out as part of this cooperation in accordance with guidelines received from a representative of WCZ.

§ 3 Obligations of WCZ

1. Within the framework of this agreement, and in connection with realisation of the Residence, WCZ – alone or with the participation of a Partner – undertakes to:
 - 1) include the Residence in the AIR Wro Programme in 2019;
 - 2) participate in realisation of the Residency through consultation, acceptance of its substantive content and plan, as well as consultation and acceptance of visual design, promotional and information materials and promotional campaign of the Residence;
 - 3) participate in the promotion of the Residency in their own channels;
 - 4) cover the costs of the Resident's remuneration in the total amount of **650.00 EUR (in words: six hundred fifty euros) gross**;
 - 5) cover or reimburse the costs of publication in the total amount of **500.00 EUR (in words: five hundred euros) gross**;
 - 6) cover or reimburse the Resident's travel costs in the total amount of **350.00 EUR (in words: three hundred fifty euros) gross**;
 - 7) provide the Resident with accommodation at the City of Residency in Wrocław;
 - 8) provide substantive, production and promotional support for the Residence.
2. The obligations specified in § 3 section 1 are the only obligations of WCZ in connection with realisation of the Residency. The Resident shall ensure all other services on their own, in compliance with the provisions of the AIR Wro Programme.

§ 4 Creative processes and their results

1. Subject in each case to the provisions contained in the following sections, the Resident and WCZ undertake to document and make available the activities carried out as part of the Residency with the use of various possible media, with particular emphasis on digital tools. Such media may not be used for commercial purposes.
2. When carrying out the Residency, the Resident shall ensure that the authors taking part in the Residence grant all the Parties a non-exclusive license to use the documentation created during the Residency, unlimited in time and space, for the purpose of promoting the AIR Wro Programme, its co-organisers and the Parties, without the possibility of its termination, including the right to transfer it to third parties and grant a sub-licence.
3. In relation to the wording of section 2 above, at the point of signing this agreement, the Resident grants WCZ an irrevocable, non-exclusive license unlimited in time and space to use the author's economic rights to the documentation (including works, artistic performances and other materials created as part of the Residency), as well as the Resident's image featured in these materials, including personal data within the meaning of the GDPR, for their full and partial use (including the concepts, names of own projects and events), in order to carry out, document and publish materials concerning the Residency, as well as to promote and archive the Residency, the AIR Wro Programme and WCZ, as well as its organisers, partners and other entities participating in financing the Residency, including the Wrocław Municipality, with the right to transfer and grant further licenses to third parties to the full extent of their rights, in all fields of exploitation known at the date of signing the agreement, including in particular:
 - a) recording by any technique, including printing or digital, on any medium, in particular: video media, photosensitive tape, magnetic tape, computer disks and all types of media intended for digital recording – DVD, VCD, CD-ROM;
 - b) multiplying by any technique, including: magnetic technique on video cassettes, audio-visual discs, photosensitive and digital technique, including DVD, VCD, CD-ROM, computer recording technique on all types of media adapted to this form of recording, production of copies of the work, including printing, reprographic, magnetic recording and digital technique;
 - c) public performance, exhibition, display and reproduction, including locations which require an admission fee;
 - d) lending, letting or exchanging media on which the documentation is recorded;
 - e) exhibiting, displaying, broadcasting in whole or in any selected fragments by means of wired and wireless video and/or sound systems, using any technique



- irrespective of the system, standard and format, by a terrestrial station, cable broadcasting, via satellite, integral and simultaneous rebroadcasting by another television organisation; rebroadcasting and communication to the public in such a way that everyone can have access to it from a place and at a time of their choice;
- f) preparing foreign-language versions;
 - g) entering the work into computer memory and multimedia network in unlimited number of transmissions and circulation;
 - h) using, in its entirety or chosen fragments, in interactive services made available via the Internet and other data transmission techniques, including telecommunications, IT and wireless networks, use in multimedia works;
 - i) using any fragments for promotional and advertising purposes;
 - j) introducing changes, abridging;
 - k) realising any number and types of projects and activities using the subject of the license; – in an unlimited number of transmissions and circulation.
4. The Resident agrees that WCZ may exercise derivative copyrights to the subject of the licence, and authorises WCZ to exercise on behalf of the authors, and with their exclusion, the moral rights to the subject of the licence, including deciding on the first release of the work, marking the work and its authorship, exercising copyright supervision over the use of the subject of the licence, including maintaining its integrity, while the Resident undertakes to call upon WCZ to exercise personal supervision over the copyright.
 5. With respect to derivative works, the Resident hereby grants an irrevocable consent for their use to the full extent identical to the scope of use of the original work.
 6. Upon signing this agreement, all its provisions, in particular permits and licenses, shall become irrevocable with respect to the Residency. Amendments to this agreement may lead to their extension for the benefit of the Parties by mutual agreement of the Parties.
 7. The Resident declares and undertakes that:
 - a) to the extent necessary for the performance of the agreement, they shall be the sole owner of the proprietary copyrights to the Residency/Project as a whole, and all works and materials supplied to WCZ as part of the performance of this agreement, not listed in detail, necessary for the conclusion and performance of this agreement, which may be freely disposed of and used, to the extent necessary for the performance of the agreement.
 - b) their proprietary copyrights do not threaten and do not infringe the rights of third parties, in particular do not infringe their economic and personal copyrights and ensure that they have satisfied, or will satisfy by the date of publication of a particular work, all rights of third parties related to it in connection with the Residency/Project and that there are no obstacles to the conclusion of this agreement. In the event of claims by a third party, resulting from the infringement of the rights referred to above, they will compensate WCZ, as the sole liable party, for the costs incurred in connection with the claim for damages against them, relieving WCZ of any liabilities arising therefrom.
 8. The Parties shall acquire, at their own expense and on their own behalf, proprietary copyrights to the works, supplied by them to the other Party in the performance of the agreement, that do not belong to them, and the right to exercise and permit the exercise of derivative copyrights.
 9. The Resident's agreements transferring the rights referred to in the preceding section, shall include at least the right to dispose of and use the works within the scope referred to in section 2 and subsequent sections, without the need for WCZ to pay any additional fees on this account. In particular, if the Resident uses intellectual and industrial property rights owned by third parties (including rights to images of persons recorded during the activities) in the course of their activities, the Resident shall acquire, at their own expense and on their own behalf, the proprietary copyrights, related rights and industrial property rights to works and works given to WCZ under the performance of this agreement, and the right to exercise and permit the exercise of derivative copyrights.

§ 5 Execution of the agreement, exchange of information

1. Each Party shall bear its own costs connected with carrying out the obligations assumed by that Party.
2. The Parties to this agreement undertake to obtain all necessary licences, permits, authorisations and certificates from the relevant authorities in accordance with laws and regulations, required for performing all activities.
3. To the extent necessary to carry out their obligations under this Agreement, the Parties shall grant each other all approvals and permissions to use their designations, logos and materials concerning Cooperation, created by the Parties.

§ 6 Duration of the agreement, costs

This agreement is concluded for the period necessary for the implementation of the obligations covered by it by the Parties; but no longer than until ... 2019.

§ 7 Liability for the execution of the agreement

1. The Resident is obliged to pay WCZ a contractual penalty in the amount of 50% of the amount indicated in § 3 section 1 item 4) in the case of:
 - a. failing to complete the Residency within the deadline referred to in § 1 section 1 of this agreement without prior arrangement of an amendment with WCZ;
 - b. expending the amount indicated in § 3 section 1 item 4) in part or in whole in a manner inconsistent with its intended use;
 - c. ceasing to carry out the Project at any time, without consultation with WCZ by the Resident;
 - d. conducting activities to the detriment of WCZ, the AIR Wro or other Residents, including intentional actions/omissions that may lead to damage to property or person by the Resident;
 - e. withdrawing from the agreement due to the Resident's fault.
2. WCZ has the right to withdraw from this agreement if the Resident violates its provisions, does not cease the violations, or does not redress the effects of their violations within 14 (fourteen) working days from the request to cease them and redress their effects. In particular, the cases described in section 1 shall be regarded as breaches of agreement within the meaning of this section 2.
3. In the event of withdrawal from the agreement by any of the Parties for reasons concerning the Resident, the Resident is obliged to return any funds transferred to them by WCZ, together with a contractual penalty in the amount of interest as for tax arrears, calculated from the date of receipt of such funds until the date of their return.
4. Neither of the Parties shall be held liable towards the other Party in the event of failure to perform the agreement due to force majeure, fortuitous events or other circumstances beyond the control of any of the Parties, which could not have been prevented or remedied in any way. A case of force majeure shall be recognised in particular when the Resident is unable to carry out the Project for other objective reasons beyond their control. Withdrawal from the performance of the agreement due to the effects of force majeure should be confirmed by a report signed by the Representative of WCZ and the Resident. In the case of withdrawal from the agreement due to force majeure, the Resident undertakes to return all funds transferred to them by WCZ, without the obligation to pay the contractual penalty referred to in section 3. In the event that any work under the Project is carried out, the funds will be returned proportionally, in line with the partial implementation of the Project.
5. Payment of contractual penalties does not exclude the right of the Parties to seek compensation (in excess of the value of contractual penalties received) on general principles. The Parties shall reserve the right to pursue damages and contractual penalties, provided for in this agreement, even after its termination or expiration. The contractual penalties reserved in this agreement may be cumulative or claimed independently of each other.



§ 8 Final provisions

1. Any changes to the content of the agreement, as well as the declaration on its termination or withdrawal from it, must be made in writing under pain of nullity.
2. Termination of the agreement or its expiry, as well as any subsequent cancellation of its provisions, shall not have any effect on the consents and licenses granted by the Resident and on other actions that were performed until the date of occurrence of any of the aforementioned events.
3. Any notice relating to this agreement shall be made in writing, and shall be delivered to the other Party by registered letter with acknowledgement of receipt sent to the address indicated in this agreement. Notification made in this manner will be deemed to have been received by the other Party after 14 (fourteen) working days from its sending, unless it is previously received by the other Party (date of acknowledgement of receipt). Each Party may change its address for correspondence by means of a written notice to the other Party, without the need to draw up an annex to the agreement for this purpose.
4. Any disputes arising in connection with the content or performance of the subject matter of the agreement shall, after prior attempt to resolve them amicably, be settled by a court having territorial jurisdiction over the registered office of WCZ.
5. In the matters not regulated by the provisions of this agreement, the provisions of the Polish law, including the Civil Code, the Act of 4 February 1994 on Copyright and Related Rights (uniform text: Dz.U. [Journal of Laws] of 2016, item 666, as amended) and other generally applicable provisions of law shall apply.
6. In relation to the content of Article 4, Section 8 of the Act of 29 January 2004 – Public Procurement Law (uniform text: Dz. U. [Journal of Laws] of 2015, item 2164, as amended), the provisions of this Act shall not apply to this agreement.
7. The agreement has been drawn up in three identical counterparts in Polish, two counterparts for WCZ and one for the Resident.

.....
WCZ

.....
Resident

