**RULES FOR RECRUITMENT FOR AND PARTICIPATION IN AIR WRO ARTIST IN RESIDENCY PROGRAMME – Overdue time off.**

**TERMS AND DEFINITIONS**

**SKW** – Strefa Kultury Wrocław (Wrocław Culture Zone), with the registered office in Wrocław (50-067), at ul. Świdnicka 8b, entered into the Register of Cultural Institutions (RIK) maintained by the Wrocław Municipal Government under a number RIK 37/2012, having the Tax Identification Number (NIP) 8992736581 and the National Official Business Register (REGON) 021907583.

**AIR Wro Programme** – the programme the purpose of which has been defined in Clause 1(1).

**Residency** – a stay of a representative of an artistic environment, being a permanent or temporary resident of Poland, who is not a Polish citizen, with a view to working on their own project, fostering artistic and professional development, exchanging experience, practices and knowledge, and coming into contact with others.

**Applicant** – means entities referred to in Clause 2 hereof.

**Application** – a formal application to participate in recruitment for the AIR Wro Programme.

**Recruitment** – an application selection process aimed at choosing a Residency which will be included in the AIR Wro Programme by SKW. Recruitment stages: acceptance of applications, evaluation, announcement of results.

**Coordinators** – coordinators of international activities carried out by Strefa Kultury Wrocław.

**Clause 1 AIR Wro Programme Objects.**

1. The AIR Wro Programme is a programme of Residency, study visits as well as international co-operation, which has been pursued in Wrocław since the 2016 European Capital of Culture event. The AIR Wro Programme aims to encourage the mobility, promotion and international collaboration among creators, and consequently, build and strengthen international cultural relations.
2. In order for the Residency to be organised and with a view to choosing at least one Applicant – an author of a project which will be carried out as part of the **AIR WRO – Overdue time off** / **Zaległy Urlop** Residency, SKW will initiate a recruitment process under the rules laid down herein.

**Clause 2 Eligible Applicants.**

Any individual of full legal age, having full capacity to perform acts in law and being a permanent or temporary resident of Poland, who is not a Polish citizen, but who is an artist.

**Clause 3 Deadlines and Rules for Recruitment Applications**

1. Applications for recruitment must be submitted within a period **from** **1 June 2020 to 30 June 2020 at the following email address: airwro@strefakultury.pl.**
2. Recruitment results, which will allow for announcing the selection of at least one Resident, will be published until **15 July 2020**.
3. The application must include the following documents drawn up either in Polish or English:
4. An Artist’s CV or a summary of their career and achievements;
5. An Artist’s portfolio;
6. A letter of application in which the Applicant requests to be included in the residency programme and a statement presenting issues to be tackled in the theme of Residency and actions to be performed and planned as part of the Residency covered by the Recruitment referred to herein and a description of their situation in Poland and challenges relating thereto.
7. A portrait picture.
8. SKW’s participation in Residency includes benefits contemplated in Clause 5(2) and does not cover any costs incurred prior to entering into an agreement with the Applicant, nor any objects and services which will not be used to carry out the project.
9. Each Applicant may submit only one application for the recruitment.
10. Applications will be checked for their conformity with these Rules by

Coordinators of international activities carried out by Strefa Kultury Wrocław.

1. Non-conformity with the Rules includes, without limitation:
   1. Failing to meet the objects of the AIR Wro Programme (Clause 1 hereof);
   2. Submitting incomplete Application Clause 3(3) hereof);
   3. Including such expenses in the SKW’s costs which – according to the Rules – SKW is not allowed to incur (Clause 5(2));
   4. Submitting an application by an unauthorised person.

**Clause 4 Application Assessment Process**

1. Applications will be evaluated with a view to selecting the best project, which will further be carried out as part of the **AIR Wro – Overdue time off/Zaległu Urlop**  Project.
2. Applications will be evaluated by a committee appointed by SKW.
3. The committee analyses and evaluates all applications which have not been rejected on formal grounds according to Clause 3(7) et seq., taking into consideration the following criteria:
4. Application meets the objects of the AIR Wro Programme and is in line with the nature of recruitment being launched, as defined in Clause 1(1) and (2) (10 points) and in the recruitment announcement;
5. Quality of artistic activity of the author submitting the application (20 points).
6. In special cases, where a project that has been chosen cannot be carried out as part of the Residency, the committee will designate instead of it one of the next highest scoring projects.

**Clause 5 Residency Rules and Applicant’s Undertakings.**

1. The period of a Resident’s stay as part of the Artist in Residency programme will be one month. Specific Residency dates will be designated in an agreement concluded individually with a Resident.
2. For carrying out the complete project, the Resident(s) will be entitled to the following benefits:
3. Covering travel costs in an aggregate amount not higher than **PLN 500.00 gross;**
4. Accommodation in Wrocław;
5. Remuneration in an aggregate amount of **PLN 5,000.00 gross**;
6. Support and assistance relating strictly to the Residency and the promotion thereof;
7. Organisation of meetings with the artist – artist talk.
8. Detailed undertakings of the Applicant concerning participation in the Residency are set out in an agreement concluded individually with SKW, as stipulated in a draft agreement presented in Annex no. 1 hereto. The provisions of the Draft Agreement may be modified in order to adapt to a specific project and Residency.
9. The Applicant gives SKW its consent for publishing information about the fact that the Residency has been included in the AIR Wro Programme and for using his or her image and documented actions performed as part of the residency, including photo and video materials for promotion- and communication-related purposes of SKW and of the AIR Wro Programme.
10. The Applicant assures that all materials used for the promotion of the Residency will contain information that it takes place in collaboration with SKW and the AIR Wro Programme. Furthermore, the Applicant undertakes to comply with the visual identity requirements of SKW and of the AIR Wro Programme and to place the logo of the AIR Wro Programme and all third-party logotypes indicated by SKW on all promotional and information materials.

**Clause 6 Personal Data Processing**

1. By participating in the Recruitment (filing the Application pursuant to Clause 4(1)), the Participant who is an individual consents – by completing an appropriate form – to personal data of the Applicant (and of persons acting on behalf of the Applicant or the name of which is used by the Applicant, as in the event of unofficial groups) being used pursuant to the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (“the GDPR”), provided, however, that such data is disclosed in the course of the Recruitment and in connection with its process. Specifically, in order to participate in the Recruitment, the Applicant shall provide SKW with the following personal data: first and last name, address of domicile, address of permanent residence, telephone number and email of the Applicant (and of persons the name of which is used by the Applicant, as in the event of unofficial groups), and for the purpose of concluding the agreement: personal identification number (PESEL) and/or passport number. SKW stipulates that personal data relating to persons who have successfully undergone the Recruitment process, namely their first and last name, may be published on the website www.strefakultury.pl.
2. By sending an application, the Applicant, on the basis of separate consent, may further agree to their data provided to SKW being used for the purpose of sending to the Applicants advertising and commercial materials, information regarding future recruitments, competitions and for the purposes of questionnaire survey conducted by SKW or entities co-operating with SKW.
3. SKW or entities engaged by it will process personal data relating to the Applicants (and persons the name of which is used by the Applicants, as in the event of unofficial groups)), using appropriate security measures which comply with the requirements of the Polish and European law for the purposes of the Recruitment and in connection with the performance of the provisions hereof, including, without limitation, to communicate with the Applicants and publish the Recruitment results (Article 6(1)(a) and (b) of the GDPR) for a time period necessary for the Recruitment process, not longer, however, than a period for which SKW is obliged to keep documentation relating to the Recruitment process, and after the said period, in order to fulfil the obligations of the data controller to keep financial and bookkeeping documentation pertaining to the Recruitment process (Article 6(1)(c)) for a time period necessary for fulfilling the aforesaid obligation, and on the basis of the legitimate interests of the data controller, including marketing activities, establishing and pursuing claims, the right to document its own operations (Article 6(1)(f) of the GDPR).
4. The Data Controller of personal data is Strefa Kultury Wrocław. The aforesaid data will be kept at the data controller’s place of business in Wrocław (50-079) at ul. Ruska 46B. The Data Protection Officer appointed by SKW is Dawid Piekarski (contact details: iod@strefakultury.pl); current contact details of the SKW’s DPO are available on: www.strefakultury.pl.
5. SKW ensures the exercise of rights arising from the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (“the GDPR”), and in particular, enables the Applicants to access their own personal data and exercise the right to correct and rectify the same; it further informs the Applicants of their right to lodge a complaint of unlawful data processing with a supervisory authority (the President of the Office for Personal Data Protection) or make an objection as to the personal data processing pursuant to Article 6(1)(e) and (f) of the GDPR on account of special circumstances pertaining to the data subject and of their right to request that processing be restricted, data be erased and moved in a structured, commonly used and machine-readable format, and of the right to withdraw their consent at any time, where such withdrawal does not affect the lawfulness of processing based on consent granted before its withdrawal, however, a request to refrain from processing personal data to an extent necessary for participation in the Recruitment (namely data requested in the Application) is construed as a decision not to participate. In the event that the consent for data processing has been withdrawn, or where the period for which the same was granted has expired, SKW will have the right to process personal data pertaining to the Applicant solely for a time period and to an extent permitted by generally applicable legal regulations, including as set out in Subclause 3.
6. SKW, in pursuance of the purpose of processing, including with a view to implementing the provisions hereof, may provide personal data to entities collaborating with SKW in order to achieve the purpose of processing, which includes organising the Recruitment and pursuing the Programme. Such entities shall have the full right to use the said data to the extent to which consent for its processing was given to SKW.
7. The Applicant will send all communications relating to the processing of personal data at the following address: **Strefa Kultury Wrocław, ul. Świdnicka 8B, 50-067 Wrocław** (please make a note “Dane Osobowe” (Personal data)) or at the email address: **iod@strefakultury.pl** (please include the following information in the subject of your message: “Dane Osobowe” (Personal data)).

**Clause 7 Miscellaneous**

1. Any amendment to these Rules must be made in writing and enters into force on a date of announcement. No amendment to these Rules shall have effect on applications filed in the course of recruitment process prior to the effective date of such an amendment, provided that the introduction thereof affects the rights of the Applicants who had filed such applications.
2. In the event of a change in the address for correspondence, the Applicant shall immediately advise SKW of such a change, otherwise SKW shall be released from liability for the delivery to the Applicant of communications relating to the implementation of these Rules.
3. Any matters not covered herein shall be governed by applicable provisions of the Civil Code and the Act on Copyright and Related Rights.
4. The Rules enter into force on 29 May 2020.

Annexes:

1. Draft Agreement with Resident

**Annex no. 1 to Rules for Recruitment – Draft Agreement with Resident**

concluded in Wrocław on … 2020 between:

... (hereinafter referred to as the **Resident**), residing in ..., Personal Identification No. (PESEL or Pasport Nummber ) ...

and

**Strefa Kultury Wrocław** [Wrocław Culture Zone] (hereinafter referred to as **SKW**), with the registered office in Wrocław (50-067), at ul. Świdnicka 8B, entered into the Register of Cultural Institutions (RIK) maintained by the Wrocław Municipal Government under a number RIK 37/2012, having the Tax Identification Number (NIP): 8992736581 and the National Official Business Register (REGON): 021907583, represented by: **Krzysztof Maj – General Director**, and countersigned by **Monika Kozłowska – Chief Accountant.**

The Parties have mutually acknowledged that they have requisite authorisation and legal capacity to enter into this Agreement, and to this end,

**THE PARTIES REPRESENT THAT:**

*Whereas:*

1. *SKW is engaged, as part of its business conducted in line with articles of association, in the organisation and co-hosting of projects in the field of arts and culture, specifically, with a view to fostering and promoting the activity of an artistic, cultural and academic environment;*
2. *In pursuance of the aforesaid concept, an Artist in Residency Project called* ***AIR WRO – Overdue time off/Zaległy Urlop*** *has been developed (hereinafter referred to as “the Residency”), which is carried out by SKW as part of the AIR Wro Programme (hereinafter referred to as “the Programme”);*
3. *The Resident has been selected in the course of Recruitment aimed at finding an entity eligible for participating in the* ***AIR WRO – Overdue time off/Zaległy Urlop*** *Residency as part of the Programme;*

*The Parties have agreed to enter into the following agreement:*

**CLAUSE 1: OBJECT OF AGREEMENT**

1. The object of this Agreement is to set out rules for and the nature of co-operation between the Parties in order for the Resident to be able to participate in the **AIR WRO *–* Overdue time off/Zaległy Urlop** Residency in Wrocław within a period from **1 August 2020 to 31 August 2020** (hereinafter referred to as “the Residency”). The Residency Plan gives details of the Application chosen by the committee and is attached hereto as Schedule no. 1.
2. The Residency includes the following activities:
   1. A stay in Wrocław;
   2. Research and artistic activities planned by the Resident;
   3. Artist talk;
   4. Promotion of Residency;

# CLAUSE 2: Resident’s Undertakings

* 1. The Resident undertakes, as part of this Agreement and through his or her own efforts, to participate, in collaboration with SKW, in the Residency detailed in Schedule no. 1 hereto, and specifically, to:

1. Participate in the Residency based on its description presented in Schedule no. 1 hereto;
2. Assume direct liability to SKW for participation in the Residency and any costs arising from the Residency, other than those contemplated in Clause 3(1)(4);
3. Produce photo and/or video documentation of activities performed during the Residency;
4. Exhibit materials used to document activities performed as part of the Residency during events included in the AIR Wro Programme and chosen by the Parties, at a place and on a date designated by SKW ;
5. Furnish SKW, for documentary and promotional purposes, within 28 business days from the end of the Residency, with photo and/or video documentation of activities performed during the Residency, which will constitute a part of a report presented in Schedule no. 2 hereto;
6. Furnish SKW, for documentary and archiving purposes, within 28 business days from the end of the Residency, with promotional and information materials created and containing the logo of SKW, the AIR Wro Programme and all third-party logotypes indicated by SKW, which will constitute a part of a report presented in Schedule no. 2 hereto.
7. Both the Resident and SKW may, throughout the term hereof, express reasonable reservations and propose justified changes concerning respective items of the Project description.
8. In the event of reservations and changes approved by both Parties, the Resident is obliged to consider the same during his or her participation in the Residency.
9. The Resident is obliged to be actively involved in an event organised as part of the Residency by SKW, i.e. at a meeting which is devoted to his or her Residency.
10. The Resident is obliged to exercise due care when using equipment, areas and services made available thereto. The Resident will be held liable for any damage arising from his or her fault when using equipment, areas and services made available.
11. The Resident will be liable for acts and omissions by third parties engaged by him or her to carry out the Project and any third party visiting the Resident, as if they were his or her own acts or omissions.
12. The Resident may not make declarations of intent and incur liabilities for and on behalf of SKW.
13. The Resident acknowledges that any materials and documents which he or she will obtain in connection with the implementation of the Project covered by the Agreement are and will remain the property of SKW. The Resident will return them to SKW not later than on a date of the termination or expiration hereof.
14. A person responsible for representing SKW in contact with the Resident (“the Representative”) is Katarzyna Zielińska–Katarzyna.zielinska@strefakultury.pl.
15. SKW undertakes to arrange for any and all formalities relating to a process of obtaining permits (if any), the coordination and implementation of the Project.
16. SKW and the Resident are obliged to allow, at all times, the possibility of immediate contact. Where such contact is impossible, they are obliged to notify the other Party thereof.
17. SKW, and specifically, the Representative, has the right to request, at all times, the Resident to provide any and all information pertaining to the implementation of the Project.
18. The Resident further undertakes to place a notice that SKW is the organiser of the Residency, SKW’s logo, the logo of the AIR Wro Programme and all third-party logotypes indicated by SKW on any data carriers/media and use the same in promotional activities carried out as part of this co-operation in accordance with guidelines given by a representative of SKW.

**CLAUSE 3: SKW’S UNDERTAKINGS**

* + 1. SKW undertakes hereunder and in connection with the Residency to:

1. Include the Residency in the AIR Wro Programme in 2020;
2. Participate in the Residency by giving its opinion about and approval for the Residency plan and giving its opinion about and approval for visual effects used for the Residency, as well as opinion about and approval for draft promotional and information materials and the form of promotional campaign;
3. Participate in the promotion of the Residency via its own communication channels – the website and social media;
4. Cover costs of the Residency up to an amount of **PLN ... gross (say: ... gross)**, designated for:
5. The payment or reimbursement of costs relating to the transport of the Resident from his or her place of residence to the place of the Residency including a return travel up to an amount of **PLN ... gross**. Travelling by the Resident’s own car will be settled at an effective rate applied to calculate the costs of business trip (mileage allowance) up to an amount granted by SKW. SKW will neither cover nor reimburse for the costs of public transport, including travels from and to the airport;
6. Remuneration in an aggregate amounting of **PLN 5,000.00 gross**;
7. Provide the Resident with accommodation at a place of the Residency;
8. Provide support and assistance relating strictly to the Residency and the promotion thereof;
   * 1. SKW will not be obliged, in relation to the Residency, to perform undertakings other than those referred to in Clause 3(1). Any other benefits will be obtained and enjoyed by the Resident on his or her own account and in line with provisions applicable to the AIR Wro Programme.

**CLAUSE 4: CREATIVE PROCESSES AND EFFECTS THEREOF**

* 1. Subject at all times to the provisions stipulated hereinbelow, the Resident and SKW undertake to document and make available activities performed as part of the Residency/the Project via various possible media, with special attention given to digital tools. Carriers of this type may not be used for commercial purposes.
  2. The Resident, by participating in the Residency/carrying out the Project, will ensure through persons having copyrights to the Residency/the Project that each of the Parties is given a non-exclusive, non-terminable, perpetual and worldwide licence to use documentation produced in the course of the Residency/the Project to enable the promotion of the AIR Wro Programme, its co-organisers and the Parties, and will ensure that such a licence can be transferred to any third party or that sub-licences may be granted.
  3. In view of the provisions of Sub-clause 2 above, the Resident, upon signing this Agreement, gives SKW a non-exclusive, non-terminable, irrevocable, perpetual and worldwide licence to use author’s economic rights to documentation (including works, artistic performances and other materials created as part of the Residency/the Project), which includes the use thereof both in whole and in part (including with respect to a concept, the proper names of projects and events, works and materials created in the course of the Residency/the Project), with a view to carrying out, promoting and archiving the AIR Wro Programme and the Berlin Sessions Residency Programme, as well as of its organisers, partners and other entities participating in the funding of the Residency/the Project, including the Municipal Commune of Wrocław, along with the right to transfer and sub-licence the same to third parties with respect to any and all rights held and in any form of exploitation known as at the date of executing this Agreement, including, without limitation:

1. Recording by any technology, including by printing or digital means, and specifically: on video carriers, a photosensitive tape, a magnetic tape, computer disks and all types of data carriers designed for digital recording DVD, VCD, CD-ROM;
2. Reproducing by any means, including: by magnetic technology on videotapes, audiovisual disks, by photosensitive and digital technology, including DVD, VCD, CD-ROM, by computer recording technology using all types of carriers designed for this recording form, making copies of the work by a specific technology, including by printing, reprographic means, magnetic or digital recording technology;
3. Performing, exhibiting, displaying, playing, including upon the payment of

an admission fee;

1. Lending for use, leasing or exchanging the data carriers used to record the documentation;
2. Exhibiting them alone, displaying, broadcasting in whole or any chosen fragments through visual and/or audio wired or wireless means using any technology – regardless of a system, standard and format via a terrestrial station, cable broadcasting, via a satellite, integral and contemporaneous rebroadcasting by another broadcasting organisation; retransmission and making works available to the public, so as to enable it to be accessed by any person in any time and place;
3. Making other language versions;
4. Loading into computer memory and a multimedia network in any number of broadcasts and editions;
5. Using, in whole or any chosen fragments, in interactive systems made available via the Internet and other data transmission techniques, including telecommunications, IT and wireless networks, using in multimedia works;
6. Using any fragments for promotional and advertising purposes;
7. Introducing changes, abbreviations;
8. Carrying out projects and activities based on the licence granted, regardless of how many and what types of projects and activities are concerned;

- in any number of broadcasts and editions.

* 1. The Resident gives SKW consent to exercise and permit the exercise of derivative copyrights to the object of licence and authorises SKW to exercise on behalf of authors and without them author’s moral rights to the object of licence, including to decide on making the work available for the first time, designate the work and its authorship, exercise the author’s supervision over the manner how the object of licence is used, including, as regards maintaining the integrity thereof, however, at the SKW’s request, the Resident undertakes to exercise such supervision on his or her own.
  2. As regards derivative works, the Resident hereby gives irrevocable consent to them being used in full scope corresponding to the scope of utilisation of the basic work.
  3. Upon executing this Agreement, all its provisions, and in particular permits and licences, become irrevocable in relation to the Residency/the Project. Amendments hereto may result in them being extended for the benefit of the Parties by a separate agreement between the Parties.
  4. The Resident represents and assures as follows:

1. To the extent necessary for the performance of this Agreement, he or she will be the sole owner of author’s economic rights to the Residency/the Project as a whole and to any creations, works and materials being components thereof, which have been provided by SKW while performing this Agreement, not listed specifically, necessary for entering into this Agreement and performing the same, which rights may be freely disposed of and used by him or her, to the extent necessary for the performance hereof;
2. His or her author’s economic rights do not pose any threat to nor infringe third party rights, in particular, they do not violate author’s economic and moral rights of third parties and assures that he or she has satisfied or will satisfy until the date of issuing a specific creation all third party rights relating thereto in connection with the Residency/the Project and that there are no impediments to the execution hereof. In the event of claims brought by any third party for the infringement of the aforesaid rights, he or she will compensate SKW, as solely liable, for costs incurred in relation to claims for damages brought against SKW, releasing SKW from any liabilities arising therefrom.
   1. The Parties will acquire, at their own cost and on their own behalf, author’s economic rights which they do not hold with respect to creations and works provided by them to the other Party while performing the Agreement and the right to exercise and permit the exercise of derivative copyrights.
   2. The Resident’s Agreements transferring the rights mentioned in the foregoing Sub-clause will include at least the right to dispose of and use given creations to the extent determined in Sub-clause 2 et seq. with no extra charge to SKW arising therefrom. In particular, where he or she uses, for activities performed as part of the Residency/the Project, intellectual and industrial property rights owned

by third parties (including rights to the images of persons recorded during the activities), the Resident will acquire, at his or her own cost and on his or her own behalf, author’s economic rights, derivative rights and industrial property rights which he or she does not hold with respect to creations and works furnished to SKW while performing this Agreement and the right to exercise and permit the exercise of derivative copyrights.

**CLAUSE 5: PERFORMANCE OF AGREEMENT. EXCHANGE OF INFORMATION**

1. Each Party will incur its respective costs necessary for the performance of obligations assumed by such a Party.
2. The Parties hereto undertake to obtain from competent authorities any licence, permission, authorisation and certificate necessary to perform their actions in accordance with provisions of law and other ordinances.
3. Each of the Parties grant, to an extent necessary for the performance of obligations hereunder, to the other Party consent and authorisation to use their respective markings, logos and materials created by the Parties and relating to the Co-operation.

**CLAUSE 6: TERM OF AGREEMENT, COSTS.**

1. This Agreement has been executed for a time necessary for the performance by the Parties of obligations hereunder, which period may in no event be later than 31 October 2020.

**CLAUSE 7: LIABILITY FOR PERFORMANCE OF AGREEMENT**

1. The Resident is obliged to pay SKW a contractual penalty of 50% of the sum contemplated in Clause 3(1)(4) if:
   1. The Residency has not been completed within the date mentioned in Section 1(1) of this Agreement;
   2. The sum referred to in Clause 3(1)(4) has been expended in whole or in part for purposes other than agreed;
   3. The Resident has ceased the implementation of the Project at any time;
   4. The Project is not carried out in accordance with the description attached hereto as Schedule No. 1;
   5. A major change has been made to the plan of the Residency/the Project in relation to its description attached hereto as Schedule No. 1, without SKW’s written consent in the form of an amendment hereto;
   6. The Resident is involved in activities to the detriment of SKW or other Residents, including intentional acts/omissions which might result in an injury to person or damage to property;
   7. Withdrawal from the Agreement due to reasons attributable to the Resident.
2. SKW has the right to withdraw from this Agreement in the event of the Resident’s breach of its provisions or failure to refrain from committing the same or failure to remedy the effects of breach within 14 business days from a request to refrain from the breach and remedy the effects thereof. A breach of the Agreement, as defined in this Sub-clause 2, includes, without limitation, cases contemplated in Sub-clause 1.
3. In the event of withdrawal from the Agreement by any of the Parties due to reasons attributable to the Resident, the Resident will be obliged to return all funds received from SKW and to pay a contractual penalty in the amount of interest charged as in the case of tax arrears, as from the date of receipt of such funds to the date of return thereof.
4. Neither Party hereto will be liable to the other Party if the Agreement has not been performed due to force majeure, chance events or other circumstances beyond the control of any of the Parties, which could not have been avoided or remedied. A force majeure event will include, without limitation, the Resident’s inability to carry out the Project for other objective reasons beyond his or her control. Withdrawal from the Agreement due to the effects of force majeure must be evidenced by a record signed by SKW’s Representative and the Resident. In the event of withdrawal from the Agreement due to force majeure, the Resident will be obliged to return all funds received from SKW, without any obligation to pay the contractual penalty contemplated in Sub-clause 3. If any works have been carried out as part of the Project, funds will be reimbursed proportionately to the partial completion of the Project.
5. The payment of contractual penalties does not exclude the Parties’ right to seek damages (exceeding the amount of contractual penalties paid) under general rules. The Parties allow the possibility of

seeking damages and contractual penalties contemplated in this Agreement also after the termination or expiry hereof. The contractual penalties stipulated herein may be imposed cumulatively or individually.

1. If this Agreement cannot be performed in line with the provisions hereof due to force majeure, including, but not limited to, an illness, accident, owing to means of transport, as a result of a chance event, riots, strikes, employee-related difficulties, an epidemic or any act or regulation of any public authorities, which is beyond the control of the Parties and precludes the Agreement from being performed, both the Contractor and SKW will be discharged from their obligations set out herein. In such a case, the Parties will consider the performance of the Agreement under new terms and conditions / within a new date. In particular, the Parties envisage, depending on developments concerning an epidemic threat arising from COVID-19, modifications to the time schedule for the Agreement.
2. Unless new contractual dates and terms and conditions have been agreed by the Parties pursuant to Sub-clause 4, the Contractor will return all advance payments received from SKW.

**CLAUSE 8: Miscellaneous**

1. Any amendment hereto and statement on the termination hereof or withdrawal herefrom will be made and given in a written form, otherwise they will be null and void.
2. The termination or expiry of the Agreement, and any further cancellation of its respective provisions will not affect any consent and licence given by the Resident and other activities performed before the date on which any of the aforesaid events occurred.
3. Any notice relating to this Agreement must be drawn up in a written form and delivered to the other Party by registered letter with acknowledgement of receipt sent at the address designated herein. A notice given in the aforesaid manner will be deemed to be served on the other Party after 14 business days from it being posted, provided that such a notice has not been received on an earlier date by the other Party (date of acknowledgement of receipt). Either Party may change its address for service of documents by sending a written notice to the other Party, and no amendment to this Agreement is required for that purpose.
4. Any dispute arising from the Agreement or the performance of the object hereof, after an attempt to resolve the same amicably, will be referred by the Parties to a competent court of proper venue for the registered office of SKW.
5. Any matters that are not covered by the provisions of this Agreement will be governed by the laws of Poland, including the Polish Civil Code, the Act on Copyright and Related Rights of 4 February 1994, (consolidated text of *Dziennik Ustaw* [Journal of Laws] of 2016, item 666, as amended) and other universally binding regulations.
6. In conjunction with Article 4(8) of the Public Procurement Law of 29 January 2004 (consolidated text of *Dziennik Ustaw* [Journal of Laws] of 2015, item 2164, as amended), no provisions of the said law will apply hereto.
7. The Agreement has been drawn up in three counterparts in Polish and in English, with one copy being given to SKW and one to the Resident.

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**SKW Resident**