**APPENDIX NO. 2 TO THE TERMS AND CONDITIONS OF THE CALL FOR PROJECTS FOR THE 2021 EDITION OF THE “CULTURE OF MOBILITY” PARTNERSHIP PROGRAMME**

**2021 EDITION**

**CONTRACT no. …**

concluded in Wrocław on …………… 2021 between:

**…**, resident of …, PESEL no., acting on their own behalf / acting on behalf of themselves and the informal group they represent, comprising:

1. …………………..

2. …………………..

under the powers of attorney provided as appendices to this Contract, jointly and severally responsible for executing this Contract.

(hereinafter referred to as the **Contractor**)

*(details of a person or group)*

and

**local government cultural institution named Strefa Kultury Wrocław (Culture Zone Wrocław)** (hereinafter referred to as the “**Culture Zone Wrocław**”) with registered office in Wrocław (50-067, Poland), at Świdnicka 8B, registered in the Register of Cultural Institutions kept by the City of Wrocław under the number RIK 37/2012, NIP (Tax Identification Number): 8992736581, REGON: 021907583,

represented by:

**Krzysztof Maj - Director General**,

countersigned by **Monika Kozłowska, Chief Accountant**.

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

**DECLARE THAT**

*Considering that:*

1. *As part of its statutory activity, the Culture Zone Wrocław 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 Lower Silesia;*
2. *The Partnership Programme was created in order to support the concept listed above, carried out by the Culture Zone Wrocław;*
3. *The Contractor has been selected in the course of the Call for Projects carried out under the Partnership Programme (hereinafter referred to as the "Programme”);*

*The parties agreed to conclude the following contract:*

**§ 1 Subject matter of the Contract**

1. The subject matter of this Contract is to define the principles and nature of cooperation between the Parties to enable the implementation of the Contractor’s Project in the period from … to … (hereinafter referred to as the “Project”). The Project Plan is a detailed description of the Application selected by the Committee and constitutes the Appendix No. 1 to this Contract.
2. The Project consists of the following activities:
	1. ….
	2. ….
	3. promotion of the Project.
3. The parties agree that, within the framework of Project implementation, Culture Zone Wrocław shall act as and bear the title of Project Partner, while the Contractor shall be solely responsible for its implementation.

# § 2 Contractor's liabilities

* 1. Under this Contract, the Contractor undertakes to carry out the Project described in detail in Appendix No. 1 to this Contract on their own, in cooperation with the Culture Zone Wrocław as the Project Partner, and in particular to:
1. accept direct liability towards Culture Zone Wrocław for carrying out the Project and all costs of the Project other than those indicated in § 3, section 1, item 4;
2. keep photographic, audio and/or video documentation of activities undertaken during the Project;
3. present materials documenting the activities undertaken as part of the Project during events included in the International Activities Programme selected by the Parties, at a place and time agreed by Culture Zone Wrocław;
4. provide Culture Zone Wrocław with a completed Project Report, attached as Appendix No. 2 to this Contract, upon completion of the Project, but no later than by 15 December 2021;
5. provide Culture Zone Wrocław with photographic, audio and/or video documentation of activities undertaken during the Project as a part of the report constituting Appendix No. 2 to this Contract for documentation and promotional purposes, within 10 working days from the date of return.
6. provide Culture Zone Wrocław with promotional and information materials bearing the logo of Culture Zone Wrocław and other third-party logotypes indicated by Culture Zone Wrocław as part of the report constituting Appendix No. 2 to this Contract.
	1. In addition, the Contractor undertakes to name Culture Zone Wrocław as a Project Partner, use Culture Zone Wrocław and all third party logotypes indicated by the Culture Zone Wrocław in all media, including in social media, and in promotional activities carried out as part of this cooperation in accordance with guidelines received from a representative of the Culture Zone Wrocław.
	2. The Contractor undertakes that the implementation of all projects and all activities carried out by the Applicant, in particular those involving individuals, will be carried out in accordance with the provisions of generally applicable law and the restrictions arising therefrom, in particular those introduced in connection with the COVID - 19 pandemic, including restrictions on movement, crossing borders, or certain types of activities.

**§ 3 Obligations of the Culture Zone Wrocław**

* + 1. Within the framework of this contract and in connection with carrying out the Project, Culture Zone Wrocław undertakes to:
1. include the Project in the Culture of Mobility Programme of the Culture Zone Wrocław in 2021;
2. participate in the implementation of the Project by consulting and accepting its plan and by consulting and accepting the use of logotypes and identifying features, as well as promotional and information materials and the form of the promotional campaign;
3. participate in promoting the Project via its own communication channels – website and social media,
4. to cover the Project costs up to the amount of ... (in words: ...) PLN gross, for the purpose of:
5. purchase or reimbursement of transportation costs of the Contractor (in the case of informal groups – named members of the group) from the place of residence (or other previously agreed location) to the Project location and back and/or during the Project up to the gross amount of ... PLN. Travel by own car is settled based on the applicable rate used for calculating business travel costs (based on per-kilometre allowance) up to the amount granted by the Culture Zone Wrocław. Culture Zone Wrocław does not cover and does not reimburse costs of public transport or taxi travel.
6. purchase or reimbursement of accommodation costs of the Contractor (in the case of informal groups – named members of the group) in the Project location, up to the gross amount of ... PLN.
	* 1. The obligations specified in § 3 section 1 are the only obligations of the Culture Zone Wrocław in connection with carrying out the Project. The Contractor shall ensure all other services on their own, in compliance with the provisions of the Partnership Programme.
		2. If the Project is organised by an entity other than the Contractor, the Contractor shall bear full liability towards Culture Zone Wrocław for the implementation of the Project by the organiser in accordance with the Contractor's obligations under this Contract and for the acceptance of the Contractor's obligations under the Partnership Contract concluded with Culture Zone Wrocław by said entity, in particular the obligations resulting from § 2 section 2.
		3. The Contractor shall submit to Culture Zone Wrocław a Project Report in line with the template attached as Appendix no. 2 to this Contract, no later than by 15 December 2021.

**§ 4 Creative processes and their results**

* 1. Subject in each case to the provisions contained in the following sections, the Contractor (the named members of the informal group)\* and the Culture Zone Wrocław undertake to document and make available activities carried out as part of the Project 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 Project, the Contractor (the named members of the informal group)\* shall ensure that the authors taking part in the Project grant all the Parties a non-exclusive, license to use the documentation created during the Project, unlimited in time and space, for the purpose of promoting the Culture of Mobility of Culture Zone Wrocław, the Partnership 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 connection with section 2, upon signing this Contract, the Contractor grants Culture Zone Wrocław an unlimited, irrevocable, non-exclusive license without the possibility of termination, pursuant to Article 68, section 1 of the Act of 04.02.1994 on copyright and related rights, to use the proprietary copyrights to the documentation (including the Contractor's image recorded in the materials, including personal data) of works, artistic performances and other materials created within the scope of the Project, for use in whole and in part (including the concept, proper names of projects and events, works and materials created in the course of the Project) for the purpose of implementation, promotion and archiving of the Culture of Mobility Programme of Culture Zone Wrocław and the Partnership Programme, as well as their organisers, partners and other entities participating in the financing of the Project, including the City of Wrocław, with the right to transfer them and grant further licenses to third parties to the full extent of the owned rights, in all fields of exploitation known on the day of signing the Contract, including in particular
1. 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;
2. multiplication 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;
3. public performance, exhibition, display and reproduction, including locations which require an admission fee;
4. lending, letting or exchanging media on which the documentation is recorded;
5. 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;
6. the preparation of foreign-language versions;
7. putting the work in computer memory and multimedia network in unlimited number of transmissions and circulation;
8. use, 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;
9. use of any fragments for promotional and advertising purposes;
10. introducing changes, abridging;
11. carrying out any number and types of projects and activities using the subject of the license;

- in an unlimited number of transmissions and circulation.

* 1. The Contractor agrees that the Culture Zone Wrocław may exercise derivative copyrights to the subject of the license and authorises Culture Zone Wrocław 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 Contractor undertakes to call upon Culture Zone Wrocław to exercise personal supervision over the copyright.
	2. With respect to derivative works, the Contractor hereby grants an irrevocable consent for their use to the full extent identical to the scope of use of the original work.
	3. Upon signing this Contract, all its provisions, in particular permits and licenses, shall become irrevocable with respect to the Project. Amendments to this Contract may lead to their extension for the benefit of the Parties by mutual agreement of the Parties.
	4. The Contractor (the named members of the informal group)\* represents and warrants as follows:
1. to the extent necessary for the performance of the Contract, they shall be the sole owner of the proprietary copyrights to the Project/Project as a whole and all works, works and materials supplied to the Culture Zone Wrocław as part of the performance of this Contract, not listed in detail, necessary for the conclusion and performance of this Contract, which may be freely disposed of and used, to the extent necessary for the performance of the Contract.
2. 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 Project and that there are no obstacles to the conclusion of this Contract. In the event of claims by a third party resulting from the infringement of the rights referred to above, they will compensate the Culture Zone Wrocław, as the sole liable party, for the costs incurred in connection with the claim for damages against them, relieving the Culture Zone Wrocław of any liabilities arising therefrom.
	1. 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 contract that do not belong to them and the right to exercise and permit the exercise of derivative copyrights.
	2. Contractor's contracts and agreements (license agreements or 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 sections 2 and subsequent sections. without the need for the Culture Zone Wrocław to pay any additional fees on this account. In particular, if the Contractor 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 Contractor shall acquire at their own expense and in their own name the proprietary copyrights, related rights and industrial property rights to works and works given to the Culture Zone Wrocław under the performance of this Contract and the right to exercise and permit the exercise of derivative copyrights.
	3. The limitation of the Contractor's possibility to terminate the licence under Article 68, section 1 of the Act of 04.02.1994 on copyright and related rights does not deprive them of the possibility to terminate the licence under relevant provisions of law, in particular in case of infringement of its provisions by Culture Zone Wrocław.

**§ 5 Execution of the Contract, exchange of information and personal data**

1. Each Party shall bear its own costs connected with carrying out the obligations assumed by that Party.
2. The Parties to this Contract 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 Contract, the Parties shall grant each other all approvals and permissions to use their designations, logotypes and materials concerning cooperation, created by the Parties.
4. The Contractor appoints … (e-mail address and telephone number) as their representative in contacts with the Contractor concerning Project implementation.
5. Culture Zone Wrocław appoints ... (e-mail address and telephone number) as its representative in contacts with Culture Zone Wrocław concerning Project implementation.
6. By signing this Contract, the Contractor – each of the persons listed in the introduction to the Contract, who are jointly referred to as the Contractor, consents to the processing of their personal data included in this Contract by Data Controller – Culture Zone Wrocław, a local government cultural institution, in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016. on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (GDPR), in connection with and for the purpose of the performance of this Contract, for the period necessary to achieve its purpose, but no longer than until the end of the period in which Culture Zone Wrocław is obliged to store data for the purpose of documenting tax settlements relating to the Contract in light of applicable regulations or the period of limitation of claims arising from the Contract. The Contractor also consents to the processing of their data in the scope presented above by entities cooperating with the Controller in connection with the performance of this Contract and for the purpose of its execution.

 ……………………………………..

 Signature/s

1. The Contractor – each of the persons listed in the introduction to the Contract, who are jointly referred to as the Contractor, also declares that they have been informed in accordance with Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016. on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (GDPR), that the data will be stored and processed on the Controller’s premises or the premises of the entity processing the data on the Controller's order, on the basis of the consent voluntarily given by the data subject (Article 6(1)(a) of the GDPR) or in connection with the performance of the provisions of this Contract and for the purpose and throughout its duration and settlement ( Article 6(1)(c) of the GDPR), but no longer than until the end of the period during which the Controller is obliged to keep the data for the purpose of documenting the tax settlements relating to the contract under the applicable legislation (Article 6(1)(c) of the GDPR). The data subject shall be informed about the right of access to the data and their rectification, the right to lodge a complaint against unlawful processing of the data to the supervisory authority (President of the Office for Personal Data Protection), as well as the right to object to the processing of personal data pursuant to Article 6(1)(e) and (f) of the GDPR due to the particular situation of the data subject, as well as the right to demand erasure, restriction of data processing or transfer of data in a structured, commonly used format suitable for machine reading, as well as the right to withdraw consent at any time; however, with the proviso that withdrawing consent does not affect the legality of processing performed on the basis of consent before its withdrawal. In the case of withdrawal of consent for processing of personal data, or after the lapse of the period for which it was granted, the Controller will have the right to process personal data only to the extent allowed by the provisions of generally applicable law, including the extent indicated above. Within the framework of fulfilling the purpose of processing, Culture Zone Wrocław may transfer personal data to cooperating entities. These entities will have the right to use them to the full extent of the consent for processing granted to the Culture Zone Wrocław. All correspondence in matters related to the processing of personal data should be addressed to: Strefa Kultury Wrocław, ul. Świdnicka 8B, 50-067 Wrocław, with a note “Personal Data” or to the e-mail address: iod@strefakultury.pl, the message should include “Personal Data” in the subject. The Data Protection Officer appointed by Culture Zone Wrocław is Dawid Piekarski.
2. The Contractor – each of the persons listed in the introduction to the Contract, who are jointly referred to as the Contractor, also declares that they have been informed that the provision of data by each person is voluntary, but the provision of data to the extent indicated above in section 1 of this clause is necessary for the execution of this Contract. Each of the above mentioned persons acknowledges that the Controller and the entities processing the data on its behalf do not and will not bear any responsibility for any false or misleading information provided by these persons.

 ……………………………………..

 Signature/s

**§ 6 Contract duration, costs**

1. This Contract is concluded for the period necessary for the implementation of the obligations covered by it by the Parties; but no longer than until 15.12.2021.
2. Culture Zone Wrocław has the right to withdraw from this Contract if the Contractor violates its provisions, does not cease its 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.
3. In the event that performance of the Contract in accordance with its provisions proves impossible due to force majeure, in particular concerning illness, accident, means of transport, fortuitous event, riots, strikes, labour issues, disease outbreaks, as well as any act or regulation of any public authority beyond the control of the Parties which render the execution of the Contract impossible, both the Contractor and Culture Zone Wrocław shall be released from their obligations resulting from this Contract. However, in such a case, the Parties shall consider execution of the Contract under new terms and conditions or on a new date. In particular, the Parties, depending on the development of the situation related to the occurrence of a disease outbreak caused by COVID-19, provide for the possibility of modifying the schedule for the execution of this Contract.
4. Unless the Parties agree on a new date and terms for execution of this Contract in accordance with section 4, the Contractor shall return any advance payments collected from Culture Zone Wrocław.

**§ 7 Liability for the execution of the Contract**

1. The Contractor is obliged to pay the Culture Zone Wrocław a contractual penalty in the amount of 30% of the amount indicated in § 3 section 1 item 4 in the case of:
	1. the Contractor's failure to submit a substantive report to Culture Zone Wrocław by 15 December 2021, unless the Parties have unanimously decided to change the deadline;
	2. the Contractor’s failure to complete the Project within the deadline referred to in § 1 section 1 of this Contract, unless the Parties have unanimously decided to change the deadline;
	3. the Contractor’s failure to carry out the Project in accordance with the plan referred to in § 1 section 1, unless the Parties have unanimously agreed to amend it;
	4. the Contractor’s withdrawal from the Contract for the reasons specified in § 6, section 2.
2. 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 Contract even after its termination or expiration. The contractual penalties reserved in this Contract may be cumulative or claimed independently of each other.

**§ 8 Final provisions**

1. Any changes to the content of the Contract, 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 Contract 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 Contractor and on other actions that were performed until the date of occurrence of any of the aforementioned events.
3. Any notice relating to this Contract 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 Contract. 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 contract for this purpose.
4. Any disputes arising in connection with the content or performance of the subject matter of the Contract shall, after prior attempting to resolve them amicably, be settled by a court having territorial jurisdiction over the registered office of the Culture Zone Wrocław.
5. In matters not covered by the provisions of this Contract, the provisions of Polish law, including the Civil Code, the Act of 4 February 1994 on Copyright and Related Rights (consolidated text of 6 June 2019, Dz. U. [Journal of Laws] of 2019, item 1231 , as amended) and other generally applicable provisions of law.
6. Due to the fact that the value of the contract is lower than the amount indicated in Article 2, Section 1, Item 1 of the Act of 11 September 2019. - Public Procurement Law (Dz. U. [Journal of Laws] of 2019, as amended), the provisions of this Act shall not apply to this Contract.
7. The Contract has been drawn up in two identical counterparts in the Polish language, one for the Culture Zone Wrocław and one for the Contractor.

 ................................................... ..............................................

 **Culture Zone Wrocław Contractor**