

## Contract with the Author

### DRAFT CONTRACT FOR THE PERFORMANCE OF WORK AND THE TRANSFER OF PROPRIETARY COPYRIGHTS

Signed in Warsaw on [...], between:

The Warsaw Ghetto Museum with its registered seat in Warsaw, at ul. Zielna 39, 00-108 Warszawa, registered in the Cultural Institutions Register kept by the Minister of Culture and National Heritage, number RIK/109/2018, NIP (taxpayer identification number): 525-274-50-09, REGON (statistical identification number): 369765900, taxpayer of VAT, represented by:

Mr Albert Stankowski – Museum Director

hereinafter referred to as the “Museum”

and

[...]

hereinafter referred to as the “Author”

hereinafter jointly referred to as the “Parties”, or separately – “Party”

Considering that:

1. The Museum is the organiser of the Competition for the visual identification of the Warsaw Ghetto Museum;
2. The aim of the Competition was to determine a Winner to whom the Museum would entrust the development of a visual identification;
3. The Author is the Winner of the Competition;
4. Pursuant to point 3.11 of the Rules of the Competition, as part of the development of the system of identification, the Winner of the Competition shall make all specimens of information and promotional materials specified in Annexes to the Rules of the Competition;

5. Pursuant to point 6.4 of the Rules of the Competition, the Author as the Winner of the Competition shall sign a Contract with the Museum, and the main objectives of this Contract had been known to the Author before entering the Competition;
6. By submitting work for the Competition, the Author declared that he/she agreed to participate in the Competition based on the conditions described in the Rules of the Competition and fully accepts the provisions of the Rules and their Annexes, including the hitherto Contract;

The Parties decide the following:

## § 1

1. The Museum entrusts and the Author undertakes to develop a system of visual identification for the Warsaw Ghetto Museum in accordance with the requirements defined in Annex 1 to the hitherto Contract (hereinafter referred to as the “Work”) and to transfer his/her proprietary copyrights to the Work to the Museum in exchange for the remuneration indicated in § 3 of the Contract below.
2. The Parties shall be obliged to act jointly in pursuit of performing the hitherto Contract. The Museum declares that, within the scope of this Contract, it co-operates with the Association of Applied Graphic Designers (Stowarzyszenie Twórców Grafiki Użytkowej) with its registered seat in Warsaw, address: ul. Foksal 11, 00-364 Warszawa, listed in the Register of Associations, Other Social and Professional Organisations, Foundations and Public Health Care Facilities kept by the District Court for the capital city of Warsaw, 12th Commercial Division of the National Court Register under KRS number 0000209180, NIP (taxpayer identification number): 525-230-59-48, REGON (statistical identification number): 015750749.
3. In case of doubts related to the content of Annex 1, occurring during the performance of the Contract, the Museum shall be obliged to deliver all required elements necessary for the proper performance of the Contract, these may especially include such elements as: materials (texts, photos, descriptions), information, instructions, guidelines, remarks referring to designs, etc.; it shall be also obliged to designate individuals with relevant knowledge and competencies needed for the performance of the Contract to collaborate with the Author. The following are deemed as the guidelines for the completion of individual elements: the Rules of the Competition with Annexes, as well as suggestions of the Museum’s expectations regarding individual elements of the Contract, delivered to the Author in the form of notes, e-mail correspondence or written correspondence between the Parties.

## § 2

1. The Author shall launch the performance of the Work after signing the Contract.

2. The entire execution of the Contract covers the completion of all elements specified in Annex 1.
3. Upon the commencement of the Contract, the Museum shall agree a detailed work schedule with the Author, with its final completion date set at **December 20th, 2019**.
4. Changes to the work schedule are allowed, including the order of completion of individual elements or their simultaneous performance, subject to reaching a prior working agreement between the Parties (with the alteration to the final date of the Contract's completion requiring the form of a written annex to the Contract).
5. The Author reserves the right to extend the deadlines for the completion of individual elements in case of delay in delivery of required materials or delay in acceptance of a given stage of the work schedule on the part of the Museum.
6. Current work progress shall be presented to the Museum by sending the items or by sending a suitable reference or link to these items to the following email address: [konkurs@1943.pl](mailto:konkurs@1943.pl)
7. Individual designs indicated in the Schedule shall be performed in no more than three so-called iterations. One iteration shall be understood as the presentation by the Museum of a list of required changes in the submitted design and their implementation by the Author.
8. The deadline for submitting amendments as part of one iteration shall be 3 full working days.
9. Failing to submit amendments within the specified deadline during any iteration shall be recognised as accepting the current form of the design by the Museum.
10. After the closure of two iterations, the design delivered to the Museum shall be considered fully completed. Further possible amendments shall be performed for a fee amounting to [...] PLN net/h of the Author's work, unless the need for further (over three) iterations is due to forces beyond the Museum's control, with particular emphasis on situations resulting from the Author's failure to adhere to the Museum's guidelines or remarks.
11. The Author may not transfer responsibilities and/or rights resulting from the Contract without a prior written consent of the Museum.
12. The Author shall collaborate with other persons designated by the Museum in such a way that the Work fully meets the requirements of the Museum and shall follow the Museum's instructions regarding this matter.

### § 3

1. The Author shall be entitled to the following amount of remuneration for the performance of the Contract, including the transfer to the Museum of the Author's

proprietary copyrights to the Work as well as the issuing of all suitable consents and licences, in compliance with § 6 - § 8 of the Contract below:

- 1) PLN 8.000,00 net – for the design and the right to a logo,
- 2) PLN 8.000,00 net for the design and the rights to the primary materials of the brand;
- 3) PLN 8.000,00 net for devising the Brand Book and for the rights hitherto;
- 4) PLN 8.000,00 net for the design and the rights to key visual;
- 5) PLN 3.000,00 net for the design and the rights to the gadgets of the brand;

The total net amount of PLN 35.000 (Thirty five thousand and 00/100) PLN.

2. In the case of VAT taxpayers the remuneration stipulated in the preceding passage shall be increased by the amount of due VAT tax. Moreover, in the case of private individuals, who do not run a business, the Organiser shall pay due encumbrances to public administration bodies, if such obligation should arise in line with the current laws.
3. The remuneration shall be paid within 30 days from the date the correct VAT invoice or bill is submitted by the Author to the Museum, and it shall be transferred to the bank account indicated by the Author. The protocol based confirmation from the Museum that the Work has been completed is the prerequisite for the issue of a bill/ VAT invoice.
4. The Parties declare that the remuneration referred to in section 1 above provides for all the costs incurred in the process of devising the Work and constitutes the full and final remuneration for the Author for creating the Work and using it in compliance with the Contract. Neither the Museum nor a third party using the rights to the Work shall be obliged to make any payments to the Author aside of the ones determined by generally applicable law regulations. The remuneration includes the remuneration for the use of the Work by the Museum and its legal successors outside of Poland and the Author shall not make any claims on that account in the future.

#### § 4

Subject to separate provisions of the Contract, the Museum shall not bear responsibility towards third parties for the Work created by the Author.

#### § 5

The Author declares that neither of the elements of the Work submitted to the Museum based on the hitherto Contract, nor the entire Work, shall in any way infringe the rights or

property of third parties, and the rights to them shall not be in any way limited within the scope covered by the hitherto Contract.

## § 6

1. The Author shall transfer the Work's proprietary copyrights to the Museum, which provides for the right of unlimited use of the Work and unlimited disposing of it in compliance with the provisions of the hitherto Contract in all fields of exploitation, including:
  - a. In the scope of saving and copying – manufacturing with all available techniques, including magnetic recording, light-sensitive, digital, computer, printing, and reprographic techniques, regardless of the format, carrier, size, form, circulation, technique, type and way of distribution and publication,
  - b. In the scope of trading the original copy or copies on which the Work was saved – market launch of any types of storage media, including CDs, DVDs, Blu-Ray discs, and publications based on the work or using the work, in Poland and abroad, lending, leasing, lending the original or copies of the Work,
  - c. In the scope of distributing the Work and its copies – feeding the work into the memory of a computer and computer network servers and IT networks, including publicly available ones such as the Internet, and sharing them with the users of such networks,
  - d. In the scope of distributing the Work by the means of public performance, exhibiting, screening, playing, transmitting and re-transmitting,
  - e. replicating copies of the Work, disseminating it in the form of printing and publishing on the Internet,
  - f. transferring and sending the saved Work between computers, servers and (active) users and other recipients using any kinds of means and technology,
  - g. public sharing of the Work and its parts, for a fee and for free, including during presentations, conferences and all the Museum's statutory activities; also, in such a way that anyone can access it in their preferred place and time, including telecommunications and computer networks in connection with providing telecommunications services, also including interactive services used for that purpose,
  - h. exploitation of merchandising/ancillary rights concerning the Works, including the use of characters, works, names and/or descriptions of characters, sayings, slogans, dialogues, keywords, situations, patterns, signs, events and other characteristic elements and motives of the Works

and materials, clothes, gadgets, games and other items based on them, in all fields of exploitation listed in points from a) to g) above,

- a. submitting and registering the works, their fragments, elements or any arrangements in their verbal, sound, visual, graphic and any other spheres or their combinations as any industrial design, community design, utility model, trade mark, community trade mark, domain or other mark differentiating it in Polish, foreign, EU and international offices/authorities/organisations regardless of the procedure, mode, classes – for all goods, services or marks of subjects and the use of such marks to a full extent.
2. In case of inventing a new field of exploitation connected with the use of the Work, which was unknown or unused on the day of the signing of the Contract, the Author shall transfer to the Museum the rights for the new field upon the notification on the invention of such a field and the intention to use it by the Museum as part of the exploitation of rights the hitherto Contract refers to, without additional remuneration above that which the Author received based on the hitherto Contract.

## § 7

1. Wherever the Contract mentions the Work or the transfer of rights and/or granting consents to the Work, the provisions shall equally refer to:
  - a. The Work as a whole, its fragments or elements,
  - b. Each version of the Work, its part or element, regardless of the stage of work during which it was made,
  - c. Adaptations of the Work,
  - d. The area of the whole world, with no limits as to the quantity, territory, time or in favour of third parties.
2. The Author shall agree and authorise on an exclusive basis the Museum or the persons designated by the Museum to execute the derivative copyrights to the Work and its fragments, and to dispose of them. The Museum or a person designated by the Museum shall be entitled to make changes and alterations, translations, abbreviations, continuations, adaptations, interpretations, arrangements and other changes to the Work and its fragments, and to use and dispose of these adaptations within the scope described in § 6 above, including adjustment for multimedia publication.

## § 8

1. The Museum shall decide on the shape, principles and conditions for the use of the Work.
2. The Author shall agree for the Museum or the persons designated by the Museum to use the name, surname, image and biographical details of the Author for the purpose of providing information about the Work and/or its promotion and advertising.
3. As for the moral copyrights, the Author shall resign from exercising moral copyrights or author's supervision in favour of the Museum and the subjects who shall use the Work, its elements, fragments or adaptations with the consent of the Museum.
4. The Museum shall have the right to transfer the acquired rights, consents and permissions in whole or in part to third parties, including as part of performance, licence, sub-licence, consents and authorisations.
5. The Museum shall acquire ownership rights to the carriers on which the Author submits the Work to the Museum at the time of receiving them.
6. The Museum shall acquire the rights to the Work at the time of signing the receipt protocol by the Parties, without any restrictions and within the fields of exploitation stipulated in the hitherto Contract for all the materials devised within the framework of this Contract.
7. The Author may quote the Museum in its dealings, use the brand and trade mark of the Museum in his/her promotional and marketing materials and use the Work for his/her own justified promotional and marketing purposes, including presentation of these materials to other clients and investors. Moreover, the Author may publish information in the media about the fact and scope of collaboration with the Museum, subject to prior acceptance of each and every such disclosure by the Museum. The use of the aforementioned rights by the Author shall not constitute an infringement of proprietary copyrights or licences acquired by the Museum on the basis of the hitherto Contract.

## § 9

1. The Museum shall have the right to terminate the Contract immediately in case when:
  - a. The Author fails to deliver the Work of its part to the Museum within the contractual deadline;
  - b. The Author fails to make amendments to the Work in line with the Museum's instructions, within the deadline and in compliance with the Contract;

- c. The Museum does not accept the Work after the amendments, instructed by the Museum in compliance with the Contract, have been implemented by the Author – due to the still unsatisfactory quality of the Work;
  - d. The Author fails to duly perform his/her obligations resulting from the Contract after the expiry of the 3-day deadline for removing the indicated shortcomings.
2. Notwithstanding the rights resulting from section 1 above, in case the circumstances described herein occur, the Museum may stipulate a suitable additional deadline for the Author to deliver the Work with the threat of terminating the Contract after its expiry.
3. Each Party may also terminate the Contract in a case when the other Party fails to perform its contractual obligation; such a termination may follow a written notice and a 14-day deadline indicated to meet such obligation.
4. Upon the termination of the Contract, counter-performances shall be non-returnable. Elements of the Work delivered to the Museum shall become its property for which it shall be obliged to pay remuneration to the Author.

## § 10

1. The Author hereby grants his/her consent to the processing of his/her personal details by the Museum acting as the personal data administrator in compliance with the personal data protection law - within the scope and for the purpose stipulated in §8, section 2, of the hitherto Contract.
2. In accordance with art. 13 section 1 and 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (general regulation on data protection) (Official Journal of the EU L 119 of 04.05.2016, p. 1, as amended), hereinafter "GDPR", the Museum informs the Author that:
  - 1) The administrator of personal data is the Warsaw Ghetto Museum, 00-108 Warsaw ul. Zielna 39;
  - 2) personal data will be processed:
    - a) pursuant to art. 6 section 1 let. b) or art. 6 section 1 let. c) and f) GDPR in order to conclude and perform the Contract and assert any claims arising from the implementation of the Contract;
    - b) pursuant to art. 6 section 1 let. a) GDPR for the purpose set out in section 1 above;
  - 3) personal data may be transferred to entities authorized under the law;



4) personal data shall be stored for the period necessary to perform the Contract and until the limitation of any claims arising from the Contract; in addition, personal data shall be stored for the period of document archiving, as stipulated by generally applicable regulations;

5) providing personal data is necessary for the conclusion and performance of the Contract;

6) with regard to personal data, decisions will not be taken in an automated manner, pursuant to art. 22 of GDPR.

7) You have the following rights:

- based on article 15 of GDPR, the right to access your personal data;
- based on article 16 of GDPR, the right to rectify your personal data;
- based on article 18 of GDPR, the right to request the administrator to restrict the personal data processing, without prejudice to the cases referred to in art. 18 section 2 of GDPR;
- the right of protest regarding the processing of personal data which concerns you, according to the principles set out in art. 21 of GDPR;
- the right to lodge a complaint with the President of the Office for Personal Data Protection, if you decide that the processing of personal data, which concern you, violates the provisions of personal data protection laws,
- if processing of personal data takes place with your consent – you have the right to withdraw your consent at any time, which does not affect the lawfulness of the part of processing that was carried out with your consent before its withdrawal.

## § 11

1. Contact persons for the execution of the Contract shall be:

- a. on the Museum's part:[.....], email: [.....]
- b. on the Author's part: [.....], email: [.....]

2. Replacement of the abovementioned persons shall not constitute a change to the Contract, but this shall require an effective notification of the other Party.

3. Any significant amendments to the Contract require a written Annex to be drawn up, otherwise being null and void.

4. The Parties shall aim for an amicable solution to any disputes resulting from the performance of the Contract. In case of failure in reaching the agreement, the dispute shall be adjudicated by a court competent for the Museum. This Contract is subject to Polish law.

5. If any of the provisions of the Contract turns out null and void, its all remaining provisions shall remain in force, and the Parties shall replace this null and void provision with another provision having a legal force and economic effect as close to the null and void provision as possible.
6. The provisions of Polish law, especially the Civil Code and the Act on Copyrights and Related Rights shall be applied to all matters not covered by this Contract, but relating to its subject matter.
7. The hitherto Contract has been drawn up in two language versions: in Polish and in English with the proviso that in the event of any discrepancies, the Polish language version shall prevail.
8. The hitherto Contract has been drawn up in two identical copies, one for each Party.
9. All Annexes constitute an integral part of the Contract.

Annexes:

Annex 1 – scope of the Contract