

Agreement no. .../2016

Concluded on in Wrocław between Kolegium Europy Wschodniej im. Jana Nowaka-Jeziorańskiego with registered seat at Plac Biskupa Nankiera 17, 50-140 Wrocław represented by Jan Andrzej Dąbrowski – chairman of the Board, hereinafter called the Contracting Entity

and

Mr/Ms:

Address:

Passport number:

Hereinafter called the **Resident**

§ 1

1. The subject of this agreement is the preparation of the work which entails: preparing a plan of a literary work and writing by the resident, as part of the Literary Residency at the Wojnowice Castle (implemented within the project of the 2016 Impart Festival Bureau [BFI 2016] – the programme of residences for translators and writers) of a literary work/works proposed in the application until as agreed hereinafter.

§ 2

1. Based on this Agreement, the Resident recognises the framework of the preparation of the work, informs the Contracting Entity of its results, signals remarks and observations and possible mistakes as well as any need to complete as necessary to prepare the work which is the subject of this Agreement, while the Contracting Entity makes further decisions and undertakes activities.
2. The implementation of the Project will entail the following activities:
 - a)
3. The Resident agrees to present a final report of his/her work no later than 60 days upon the final date of its completion, as determined in § 1 point 1 of the Agreement. The report should include all literary works that were created during the residency.

§ 3

The Resident confirms that he/she has all the necessary skills and qualifications to prepare the work that is subject to this Agreement.

§ 4

1. The Resident is obliged to do the work by himself/herself.
2. The Resident cannot assign the performing of the work to another party without written consent from the Contracting Entity.
3. In the case the Resident breaches provision 4 point 1 and 2 of this Agreement the Contracting Entity has the right to cancel the agreement immediately.
4. In the case of an incompleteness of the project on time for reasons caused by the Resident or an improper completion with resulting consequences, including financial ones, borne by KEW, the Resident is obliged to return 30 per cent (30%) of the remuneration.
5. KEW has the right to request supplementary indemnity as stipulated in article 471 of the Civil Code.
6. The Resident is not responsible for not fulfilling or improperly fulfilling this Agreement due to *force majeure*, which means circumstances of extraordinary nature and out of the Resident's control. The Resident can evoke *force majeure* provided he/she immediately informs KEW in writing about such circumstances.
7. The author assigns to the Contracting Entity the copyrights to the work subject to this Agreement. The Resident's remuneration, as stipulated in this Agreement is also the remuneration for the transfer of copyrights to the Contracting Entity. At the moment of obtaining copyrights, the Contracting Entity provides BFI 2016, in the framework necessary to implement the Project and fulfil obligations of this Agreement, an exclusive license, one which is not limited by territory but limited by time until 31.03.2017, and for documentation, archiving and promotional purposes of the Project and the organisers of the programme and the city of Wrocław as a European Capital of Culture 2016, as well the idea of the European Capital of Culture, including the Wrocław European Capital of Culture 2016 and in this regard a license that is non-exclusive, non-limited in regards to territory and time, without the possibility to repudiate it based on article 68 of the 04.02.1994 law on copyright and related rights, with the rights to their transfer to third parties and providing license; including the right to use intellectual property rights, with related rights, (especially to the image of participants who were in a different way than an overall whole) to the work in regards to using it as a whole and its parts in all known fields of utilization at the time of the signing of this Agreement and especially in regards:
 - a) Preserving by all techniques, including in print or digitally, in all data storage and especially: video device and film stocks, magnetic tape, computer discs and all types of digital data storages: DVD, VCD, CD-ROM;
 - b) Multiplying with all techniques, including: magnetic technique on video tapes, audio-visual discs, photosensitive and digital techniques, including DVD, VCD, CD-ROM, computer records technique on all kinds of data storage mediums fit for this form of recording, creating with a given technique copies of the work, including in print, reprographic, magnetic recording and digital technique;
 - c) Public performance, staging, screening, reproducing also in places available upon an entry fee;
 - d) The right to sell in Poland and abroad regardless of the form of recording and sales channel, including on the Internet and with other data communication techniques which are using telecommunication, IT and wireless networks;
 - e) Granting, leasing or exchanging data storage devices on which the work was recorded;

- f) Staging alone, screening or airing whole or individually selected excerpts by wired vision and/or sound or wireless with any technique – regardless of the system, standard, and format by a ground station, cable transfers, satellite, integral reemission and parallel by a different organization; retransmission and public availability in such a way that everyone has access to it at their convenient place and time;
- g) Preparing foreign-language versions;
- h) Placing into computer memory and the multimedia network in an unlimited number of conferment and circulation sizes;
- i) Using the whole or individually selected excerpts in interactive services, available online and via other data provision techniques, including telecommunications, IT, and wireless networks, using in multimedia works;
- j) Using selected excerpts for promotion and advertising purposes;
- k) Introducing changes, abbreviations – in an unlimited number of copies and circulation sizes.

8. In the case the Resident uses in his/her artistic activities property and industrial rights of third parties (including rights to images of people obtained as part of an event), the Resident will cover the costs and obtain on his/her behalf the copyrights, related rights and industrial property rights to the works that comprise the subject of this Agreement as well as the right to perform and permitting to perform author's derivative rights.

9. The agreements which are the source of obtaining by the author of the work from third parties as enumerated in the previous point will include at least a right to manage and use the works in the framework determined above without the need for the Contracting Entity and BFI 2016 to pay any additional fees as a result.

10. In the case that this project entails preparing a work, which will be published after the Resident's stay as part of the literary residency program, the Resident shall be obliged to include this information in the part of the work, of its whole, that is prepared by him/her within the framework of the Literary Residency at the Wojnowice Castle programme, financed by BFI 2016 and place the logo of the European Capital of Culture Wrocław 2016, logo of the Artistic Residency Program A-i-R and all logos of third parties as indicated by BFI 2016.

§ 5

In case there are concerns expressed by the Contracting Party in regards to the work prepared by the Resident, the Resident will take the Contracting Party's remarks into consideration and introduce necessary changes by the time determined by both the Resident and the Contracting Party.

§ 6

The Resident agrees to complete the work that is subject to this Agreement no later than

§ 7

1. For the work that is the subject of this Agreement the Resident will receive remuneration in the amount of brutto (written:.....)
2. The Contracting Party will pay the Resident the first instalment in the amount brutto (written:) which is part of the agreed on final remuneration stipulated in § 7, after the Resident presents the concept of the implementation of the Project, based on the acceptance by the Contracting Party of the Resident's written report.
3. The Contracting Party will pay the Resident the second instalment in the amount brutto (written:.....brutto) after the implementation of the Project, based on the acceptance by the Contracting Party of the Resident's written report.
4. The remuneration is paid by a bank transfer to the Resident's bank account. In cases when such transfers cannot be made, remuneration will be paid in cash, upon the Resident's signing of receipt.
5. The payment will take place up to 7 (seven) days upon the receiving by the Contracting Party of the work and it will be transferred to the bank account provided by the Resident or handed in (cash) to the Resident.
6. The Contracting Party will cover the cost of the Resident's room and board throughout the entire time of the residency.
7. The Resident's travel costs are covered by BFI 2016.
8. The Contracting Party will provide the Resident with assistance in regards to the work he/she does and organization of the work (tutor) during the implementation of the project.

§ 8

Should the Resident not complete the work as it is determined by the conditions of this Agreement, including not completing the work by the time stipulated in § 6 of the Agreement, the Contracting Party will determine another time of completion of the work, upon whose passing the Contracting Party will be entitled to withdraw from the Agreement with immediate effects.

§ 9

For issues that are not regulated by this Agreement, provisions of the Polish Civil Code are applicable.

§ 10

In regards to all issues that could not have been foreseen at the time of concluding this Agreement, the Parties agree to amicably settle, in accordance with good practices and mutual respect of the good name, image and its representatives, and, should such a need arise, modify with an amendment to this Agreement.

§ 11

Any changes to this Agreement shall be made in a written form or otherwise shall be null and void.

§ 12

If any differences arise between the Parties, touching the meaning of this Agreement, they shall be referred to the competent court of the Contracting Entity's venue.

§ 13

The Agreement was drawn up in two counterparts, one for each Party.

CONTRACTING ENTITY

RESIDENT