

AGREEMENT No. / 2023/DZ

made and entered into on 2023 in Orońsko by and between:

Centrum Rzeźby Polskiej in Orońsko, ul. Topolowa 1, 26-505 Orońsko, entered in the Register of Cultural Institutions under the number RIK 20/92, statistical ID (REGON) 000879699, VAT No. (NIP) 7991439395, represented by:

Maciej Aleksandrowicz, Director,
hereinafter referred to as the "Centre"

and

Mrs/Mr residing in (postal code: .. - ...),
ul., PESEL, hereinafter referred to as
the "Artist".

The Parties agree as follows:

§ 1

1. The Centre represents that it is an organiser of the 4th edition of the *International Symposium of Contemporary Sculpture*, hereinafter referred to as the "*Symposium*", which will be held in the Centre from 3 to 17 September 2023.
2. The Symposium will include creative performance workshops, a cycle of lectures and discussions, and an exhibition held after an outdoor workshop. The Symposium will be attended by professional artists and volunteers as their assistants.
3. The Artist has been qualified to the Symposium as the participant.
4. The description of the Artist's project, including visualisations, the presentation of ideas and a cost estimate, is attached hereto.

§ 2

1. Under this Agreement the Artist shall:
 - 1) take part in the project on a full-time basis from 3 to 17 September 2023;
 - 2) perform their work during the Symposium in accordance with the concept and cost estimate approved by the Centre;
 - 3) prepare the presentation of their own creations in a digital form (presentation of slides) and give a lecture during the Symposium (jpg files or Microsoft Power Point presentation);
 - 4) prepare and provide the Centre with their biographical note, including: artistic education, forms of artistic presentation, key individual and collective exhibitions, in an electronic form (no more than 1700 characters with spaces);
 - 5) take an active part in events held by the Centre during the Symposium, including, without limitation, lectures, discussions, public presentation;
 - 6) disclose the support provided by the Centre during the Symposium during the creation of the Artist's work, as referred to in Section 2 (e.g. in printed, information and promotion materials of the Artist or institutions where the work will be exhibited by adding the Centre logo);

- 7) pay the cost of travel to the Centre on their own account;
 - 8) pay the cost of meals during the Symposium on their own account;
 - 9) make the work created during the Symposium available during exhibitions held by the Centre in the period from 17.09.2023 - 17.09.2025;
 - 10) collect the work at their own cost no earlier than after the period set out in § 2.1.9 above within the time limit defined by the Centre. Upon the deadline defined by the Centre, any work that is left and is not collected shall remain at the Centre's disposal. In the event of any delay in the collection of the work or if the work is left at the Centre's disposal, the Artist shall pay the Centre PLN 100 for the first three months of delay and then PLN 200 for each month of delay.
2. The Artist shall grant a non-exclusive licence that authorises the Centre to use the work created during the Symposium in the following fields:
 - 1) to the extent of the public presentation of the work in the place and time chosen by the Centre as part of exhibitions or shows organised by the Centre, as well as the Centre's cooperation with other institutions;
 - 2) distributing the image of the work and having it downloaded into the computer and servers of the Centre's computer networks;
 - 3) the use of audio-visual or photographic records of the whole or part of the documentation of the work for documentary and promotional purposes by the Centre or institutions where the work will be exhibited during the exhibition held by the Centre.
 3. The licence referred to in Section 2 above shall be granted for a limited period from 17.09.2023 to 17.09.2025 without restrictions in territory.
 4. The Artist represents that the work referred to in § 2.1.9 will be created by the Artist on their own and will not breach any third party rights, including in particular copyrights and personal rights, and that personal rights and copyrights to the work will not be limited.
 5. In the event the Artist sells the work before 17.09.2027 for an amount not smaller than PLN 16,000.00, the Artist shall reimburse the Centre for the whole nominal amount set out in § 3.1.3 below. The Artist shall notify the Centre of the sale of the work within 14 days of the sale and provide the Centre with a sales document (e.g. a scan/copy of a payment receipt, an anonymised scan of the sales agreement). For the avoidance of doubt, it is resolved that the work can be handed over by the Centre to the Artist (or another person specified by the Artist, e.g. buyer, donee) no earlier than set out in § 2.1.10 above.

§ 3

1. Under the project, the Centre shall:
 - 1) provide the Artist with accommodation in Dom Rzeźbiarza in the period from 3 to 17 September 2023;
 - 2) make a sculptor's study or another place for creative work available to the Artist within the period set out in Section 1 above;
 - 3) provide materials necessary to create the work, as specified in the cost estimate and accepted by the Centre, at an amount not exceeding PLN 5,000.00 (five thousand zloty) gross;

- 4) provide technical support during the creation of the work;
 - 5) provide exhibition space;
 - 6) promote the event.
2. The Centre shall pay the Artist PLN 5,800.00 (five thousand eight hundred zloty) gross for the licence for the use of the work, as referred to in § 2.3 above.
 3. The fee set out in Section 2 above shall exhaust all of the Centre's liabilities towards the Artist.
 4. The fee shall be deducted by an income tax in accordance with applicable regulations.
 5. The amount set out in Section 2 above shall be payable on the basis of a report confirming that the work has been completed and handed over to the Centre.
 6. The fee shall be payable within 14 days of the day the Centre receives the Artist's correct bill into the Artist's bank account number

§ 4

For the Centre, persons responsible for contacts with the Artist shall be:

1. Anna Podsiadły +48 661 951 213, e-mail: a.podsiadly@rzezba-orsko.pl;
2. Jarosław Woźniak +48 6184516 w. 72, e-mail: j.wozniak@rzezba-orsko.pl.

§ 5

In the event the Artist violates the regulations of § 2 hereof, the Centre shall have the right to terminate this Agreement with an immediate effect and request the Artist to refund the cost incurred by the Centre to buy materials necessary to create the work, as well as the fee paid to the Artist.

§ 6

1. All amendments hereto shall be made in writing.
2. The Parties shall aim at resolving all disputes arising from the performance of this Agreement, if any, in an amicable way.
3. This Agreement shall be governed by Polish law and all disputes arising herefrom shall be resolved by Polish courts having jurisdiction over the Contracting Party.
4. If the Parties are not able to reach an amicable solution, the dispute shall be referred to a competent Polish common court having jurisdiction over the Centre.
5. All matters not provided for herein shall be governed by the Copyrights and Related Rights Act and the Civil Code.

§ 7

The following attachments shall constitute an integral part of this Agreement:

- 1) Personal Data Protection Clause;
- 2) Personal Data Processing Consent;
- 3) Consent to publish the image;

- 4) Project, including the description of ideas, visualisations and a cost estimate.

§ 8

This Agreement was executed in Polish and English in the same document, provided that the English version is given solely for information and in the event of discrepancies the Polish version prevails.

§ 9

This Agreement was executed in triplicate, one copy for the Artist and two copies for the Centre.

Centre

Artist

.....

.....

LEGAL ADVISOR		HEAD OF THE DEPARTMENT	
ACCOUNTING DEPARTMENT		THIS AGREEMENT WAS PREPARED BY	

PERSONAL DATA PROTECTION CLAUSE

Pursuant to Article 13(1) and 13(2) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter "GDPR"), we inform that:

1. The administrator of your personal data is the Director of Centrum Rzeźby Polskiej
w Orońsku, ul. Topolowa 1, 26-505 Orońsko.
2. Contact to the Personal Data Protection Inspector: iodo@rzezba-oronsko.pl
3. Your data will be processed on the basis of Article 6(1)(B) of GDPR only for the purpose of the performance of the agreement No. of2023
4. The recipients of your personal data will only be entities authorized to obtain personal data on the basis of legal provisions.
5. At any time, you have the right to object to the processing of your data, processed for the purpose and on the basis as stated above, which is necessary

for the possible determination, investigation or defense of claims.

6. Your data will be kept for the period necessary for the proper performance of the agreement.

7. According to the GDPR, you have the right to:

- 1) access your data and receive a copy of it
- 2) rectify (correct) your data
- 3) request data removal, limit data or object to its processing
- 4) transfer data
- 5) lodge a complaint with the supervisory authority.

7. Providing data is voluntary, but refusal to provide it may hinder or prevent the conclusion and implementation of the provisions of the agreement.

8. Please be advised that we do not make decisions in an automated manner and your data is not profiled.

9. You have the right to withdraw your consent to the processing of your personal data at any time, but the withdrawal of consent does not affect the lawfulness of the processing that was carried out in accordance with the law, before its withdrawal.

.....
(place, data)

.....
(full name of the person receiving the information)

PERSONAL DATA PROCESSING CONSENT

I, the undersigned, express my consent to the processing of my personal data by the Director of Centrum Rzeźby Polskiej w Orońsku (ul. Topolowa 1, 26-505 Orońsko) in order to implement the Agreement No. of 2023.

The data was provided by me voluntarily.

.....
(place, date)

.....
(full name of the declarant)

CONSENT TO PUBLISH THE IMAGE

Pursuant to Article 6(1)(a) of GDPR and pursuant to Article 81(1) of the Act of Copyright and Related Rights of 4 February 1994 (Journal of Laws of 20179, No. 1231, as amended).

I, the undersigned, residing in(post code:),, hereby declare that I voluntarily express my consent to the free use and dissemination by Centrum Rzeźby Polskiej w Orońsku, ul. Topolowa 1; 26-505 Orońsko — of my image with my full name, in order to carry out the tasks performed as part of the INTERNATIONAL SYMPOSIUM OF CONTEMPORARY SCULPTURE – 2023.

This consent:

- it is not limited in time or territory;
- Applies to introduction, recording and duplication of photographs by digital computer storage (on a CD/DVD, portable memory sticks, on a computer disk as well as other media and on the Internet);
- applies to placing the image on the CRP's website and on the CRP's profiles in social media, in newspapers, and the Internet;
- applies to placing the image in brochures and other promotional materials, as well as during events (meetings, conferences, seminars) — created and organized as part of the promotion of the Symposium.

(place, date)

.....

.....

(legible signature of the declarant)