Attachment No. 5 to the Regulations for the logo competition for the 70th anniversary of establishing diplomatic relations between Poland and India

**AGREEMENT ON TRANSFER OF COPYRIGHTS**

concluded in New Delhi on .......................................................

between:

**State Treasury - Embassy of the Republic of Poland in New Delhi**, based in New Delhi, address: 50-M Shantipath, New Delhi 110021, India,

represented by **Mr. Sebastian Domżalski**, Chargé d'affaires a.i of the Republic of Poland in the Republic of India, hereinafter referred to as the "Embassy"

and

**Ms./Mr.** ..............................................................................................................,

residing at ...............................................................................(postal code .................................) at ..............................................................................................................................................................., NIP ..................................................... (if applicable), PESEL ..................................................... (if applicable)

Holder of an identity card (series no.) /passport (series no.)/other identity document (please indicate which one and specify the series no.) ............................................................... issued in ...................................................... by .......................................................................................

hereinafter referred to as "**Author**",

collectively hereinafter referred to as the "**Parties**",

which reads as follows:

**§ 1.**

1. The author declares that he is the sole author of the Work in the form of a graphic sign design, being the Contest Work in the contest entitled. 1. The author declares that he is the sole author of the Work in the form of a graphic design, which is the Contest Work for the Contest entitled "Logo competition for the 70th anniversary of establishing diplomatic relations between Poland and India", organised by the Embassy in collaboration with the Polish Institute in New Delhi and further referred to as the "**Contest**", logo in the vector format, further referred to as the "**Work**", and that he has full copyrights, both proprietary and personal, to the Work.

**§ 2.**

1. The author declares that in connection with the awarding of his Work in the Contest in accordance with the provisions of the Contest Regulations, at the moment of concluding the agreement he transfers free of charge to the Embassy, unlimited by any rights of third parties:

a) author's economic rights to the Work in the following fields of exploitation:

* public performance, exhibition, display, reproduction, broadcasting and re-broadcasting by any technique;
* making the Work available to the public in such a way that everybody can have access to the Work in a place and at a time chosen by themselves;
* uploading to computer memory, to an open and closed data network;
* broadcasting by means of vision or sound; -transmitting by means of computer networks, including the Internet - in any standard, system and format;
* fixation and reproduction in any form, on any medium in any number of copies;
* fixation and reproduction by any technique;
* making the original and copies on which the work has been fixed available;
* to make alterations, adaptations, abridgements and translations of the work.

b) the right to authorise the exercise of derivative copyrights on the subject matter of the agreement.

2. The transfer of economic copyright in the Work and the right to authorise the exercise of derivative copyright in the Work is unlimited territorially and temporally. The Embassy may use the Work worldwide in all media, in all fields of exploitation mentioned above, for the entire duration of the economic rights. The Embassy shall have the right to grant licences for the use of the subject matter of the agreement by third parties on the terms and conditions specified by the Embassy, as well as the right to transfer the copyright in the subject matter of the agreement, and the right to authorise the exercise of the dependent copyright in the subject matter of the agreement, to third parties.

3. The author undertakes vis-à-vis the Embassy not to bring any claims against it concerning the manner of use of the Work.

4. The author determines the value of the copyright to be the gross amount of ....................... EUR (in words: ...............................................................................) /or .............................. PLN (in words: .....................................................................).

**§ 3.**

1. The Author shall be obliged to keep secret from third parties all information about the Embassy and information to which he has gained access in connection with the performance of the agreement and shall be entitled to use it only for the purpose of performing the subject of the agreement.

2. The Author shall be released from the obligation referred to in Paragraph 1 only with the written consent of the Embassy.

3. The obligation referred to in clause 1 shall not apply to information available to the public and information requested by authorised bodies, to the extent that such bodies are entitled to request such information in accordance with the applicable laws.

**§ 4.**

1. The Embassy undertakes to protect the Author's personal data provided in connection with the conclusion and in the performance of the subject matter of this Agreement, 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, hereinafter referred to as "RODO", and other applicable legislation.

2. Information on the processing of the Author's data by the Embassy, constituting the fulfilment of the information obligation set out in Article 13(1) and (2) of the RODO, is contained in the Annex to the Agreement.

**§ 5.**

In matters not regulated by this Agreement, the provisions of the Civil Code and the Act on Copyright and Related Rights of the Republic of Poland shall apply.

**§ 6.**

Any disputes that may arise in connection with the performance of this Agreement shall be resolved amicably by the Parties, and if that is not possible, they shall be submitted for settlement to the common court having jurisdiction over the seat of the Ministry of Foreign Affairs of the Republic of Poland. This Agreement has been drawn up based on the laws of the Republic of Poland.

**§ 7.**

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

**§ 8.**

The Agreement shall enter into force on the day of its signing by the last of the Parties.

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Author Embassy of the Republic of Poland