

COPYRIGHTS AGREEMENT FOR THE TRANSFER OF PROPERTY RIGHTS

concluded in Bangkok on.....

between:

The State Treasury – The Embassy of the Republic of Poland in Bangkok, located in Bangkok
address: Unit 605-607, 6th Floor, Athenee Tower, Wireless Road, Lumpini, Pathumwan, Bangkok
10330,

represented by **Mr. Waldemar Dubaniowski**, the Ambassador of the Republic of Poland to Thailand

hereinafter referred to as the "**Embassy**"

and

Mr./Mrs..... residing in (postal code.....) at street.....
NIP(Polish citizens only), PESEL (Polish citizens only).....

Holding an identity card number (no and series) /passport (no and series)
issued in by

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

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

which reads as follows:

§ 1.

1. Author declares that he is the sole author of the submitted artwork in the form of a graphic design logo, which is a Contest Artwork in the contest entitled "Logo Contest on the Occasion of the 50th Anniversary of Diplomatic Relations Between Poland and Thailand" organised by the Embassy and hereinafter referred to as the "**Contest**", in the file format: png in RGB colours or jpeg in CMYK colours, 300 × 300 mm (width x height) + 50 mm margins on each side, resolution: 300 dpi, hereinafter referred to as the "Artwork" and is entitled to full proprietary and personal copyrights to the Artwork.

§ 2.

1. Author declares that in connection with the award of his Artwork in the Contest, in accordance with the provisions of the Rules & Regulations, upon the conclusion of the Agreement, he transfers the rights to the Embassy free of charge and to the extent unlimited by any rights of third parties:
 - a. proprietary copyrights to the Artwork in the following fields of use:
 - public display, exhibition, display by any technique;
 - public access in such a way that everyone can have access to the Artwork in a place and time chosen by them;
 - entering into computer memory, open and closed tele-information networks;
 - broadcasting by means of vision or audio;
 - transmission via computer networks, including the Internet - in any standard, system and format;
 - recording and reproducing in any form, on any information carrier in any number of copies;
 - recording and multiplication with any technique;
 - providing the original and copies on which the Artwork was recorded;
 - making modifications, compilations of the work, its abbreviations and translations.
 - b. the right to authorize the exercise of dependent copyright to the subject of the Agreement.
2. The transfer of proprietary copyrights to the Artwork and the right to authorise the exercise of derivative copyright to it, is unlimited in terms of territory and time. The Embassy may use the Artwork worldwide in all media, in all fields of use mentioned above, for the entire duration of the property rights. The Embassy has the right to license the use of the subject of the Agreement by third parties on the terms specified by the Embassy, as well as to transfer proprietary copyrights to the subject of the Agreement, as well as the right to authorize the exercise of dependent copyright to the subject of the Agreement to third parties.
3. Author undertakes towards the Embassy that he will not bring any claims against the Embassy regarding the use of the Artwork.
4. Author specifies the value of the proprietary copyrights for the gross amount of USD (say: ...) / or PLN (say:)

§ 3.

1. Author is obliged to keep all information confidential about the Embassy from third parties and information to which he obtained access in connection with this Agreement and has the right to use them only for the purpose of the Agreement.
2. Author is released from the obligation referred to in paragraph 1 only upon a written consent from the Embassy.
3. The obligation referred to in paragraph 1, does not apply to information available to the public and information requested by authorised bodies, to the extent that these bodies are entitled to request them in accordance with applicable law.

§ 4.

1. The Embassy is obliged to protect the personal data of the Author transferred in relation to the conclusion and within execution of the Agreement in accordance with stipulations of "Regulation 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 (General Data Protection Regulation)” and other applicable regulations.

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 included in the Appendix to the Agreement.

§ 5.

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

§ 6.

Any disputes that may arise in connection with the implementation of this Agreement will be settled by the Parties amicably, and if this is not possible, they will be submitted to a common court corresponding with the seat of the Ministry of Foreign Affairs of the Republic of Poland. This Agreement is based on the laws of the Republic of Poland.

§ 7.

The Agreement was drawn up in two identical copies, one for each of the Parties.

§ 8.

This Agreement comes into force on the day it is signed by the last of the two Parties.

.....
Signature of the Author

.....
Signature of the Embassy