

Annex 4: **Copyright Transfer Agreement template**

COPYRIGHT TRANSFER AGREEMENT

number....., concluded in Warsaw on

by and between:

the State Treasury-the Ministry of Foreign Affairs of the Republic of Poland, with its seat in Warsaw (post code 00-580), at Al. J. Ch. Szucha 23, represented by Mr. Andrzej Papierz, Director-General of the Polish Foreign Service, acting through Mr. Marek Szczepanowski, Director of the Department of Public and Cultural Diplomacy, hereinafter referred to as “the Acquirer”

and

Mr./Ms....., residing in (city/country)
(post code) at (street name), NIP (Tax ID) number,
Holding personal ID/passport (No./series) issued in the year
..... by

hereinafter referred to as “the Author”,

hereinafter jointly referred to as “the Parties”, reading as follows:

§ 1.

1. The Author declares that they are the author of the work in the form of a poster titled (*enter the title specified in the Competition Application Form*), constituting an entry in the “30 Years of the Visegrad Group” Competition organised by the Acquirer and hereinafter referred to as “the Competition”, submitted to the Acquirer in the file format: jpg, resolution: 72 dpi, colour space: RGB, format: 70x100cm (width x height) and PDF or TIF, resolution: 300 dpi, colour space: CMYK, format: 70x100cm (width x height) plus 5 mm bleeds, hereinafter referred to as “the Work” and hold full copyrights both economic and moral to the Work.
2. The Author declares that they have obtained necessary licences to particular elements of the Work along with the right to transfer them onto the Acquirer.

§ 2.

1. The Author declares that following the receipt of an award/honourable mention for their Work in the Competition pursuant to the provisions of the Competition Rules, upon the conclusion of the agreement they will transfer without consideration onto the Acquirer, to the extent unlimited by any third party’s rights:
 - a) economic copyrights to the Work covering the following fields of exploitation:
 - public performance, exhibition, display, reproduction, broadcasting and re-broadcasting by whatever technique;
 - making available to the public in such a way that everyone may access the Work from a place and at a time individually chosen by them;
 - entering into computer memory, to open and closed data communication networks;
 - broadcasting by vision or sound;

- transmitting and posting via computer networks, including the Internet – in any standard, system and format;
- sharing on social media;
- preserving and multiplying in any form, on any medium in any number of copies;
- preserving and multiplying by whatever technique;
- making available the original and the copies on which the work has been recorded;
- altering, compiling, editing and translating the work.

b) the right to permit the exercise of derivative copyright to the subject matter hereof.

c) Licences to particular elements of the Work, referred to in § 1(2).

2. Transfer of economic copyrights to the Work and the right to allow the exercise of derivative copyright thereto will be unlimited in territory and time. The Acquirer may use the Work worldwide in all media, in any field of use referred to above, for the duration of the economic copyright. The Acquirer may grant licenses for the use of the subject matter of the Agreement to third parties under the terms and conditions set forth according to the Acquirer’s discretion, as well as transfer to third parties the economic copyrights to the subject matter of the Contract, and the right to permit the exercise by third parties of any derivative rights to the subject matter of the Contract.
3. The Author undertakes that no one will make any claims against the Acquirer in respect of the manner in which the Work is used. Should any third party claim infringement of their rights, the Author shall be exclusively liable.
4. The Author declares the value of the economic copyrights to the poster specified in paragraph 1 (1) of this Agreement transferred free of charge to be EUR ... (say: ...) /or PLN ... (say: ...) gross.

§ 3.

The provisions of the Civil Code and of the Act on Copyright and Related Rights apply in matters not regulated herein.

§ 4.

Any disputes that may arise in connection with the performance of this Agreement will be amicably resolved by the Parties, and failing that, they will be adjudicated by a common court of law with jurisdiction over the seat of the Acquirer.

§ 5.

This Agreement was drafted in two identical copies, one for each Party.

§ 6.

This Agreement is concluded when signed by the last of the Parties and becomes effective on the day of publication of the Competition results.

Annexes:

1. Copy of the Work
2. Winner’s declaration for tax purposes

.....
Author

.....
Acquirer

WINNER'S DECLARATION FOR TAX PURPOSES

- 1) **Name:** _____
- 2) **Family name:** _____
- 3) **First name:** _____
- 4) **Second name:** _____
- 5) **Father's name:** _____
- 6) **Mother's name:** _____
- 7) **Date of birth:** _____
- 8) **Place of birth:** _____
- 9) **PESEL no.:** _____
- 10) **NIP [tax ID] np.:** _____
- 11) **Personal ID serial no.:** _____
- 12) **Place of registered residence:** _____
- 13) **District:** _____
- 14) **Street, house no.:** _____
- 15) **Post code:** _____
- 16) **City/town:** _____
- 17) **Phone number:** _____
- 18) **National Health Fund branch:** _____
- 19) **Name of applicable Revenue Office:** _____
- 20) **(Taxpayer's) bank account number:** _____

I declare the data provided above to be true. I am aware that providing false data may result in criminal liability for tax offences.

I declare that I have familiarised myself with the information included in Annex 5 to the Competition Rules, implementing an information obligation set forth in Art. 13 of GDPR, concerning the processing of my personal data, and I have also familiarised myself with my rights, referred to in Art. 15 – 19 and 21 of GDPR.

I hereby consent for my personal data provided above to be processed according to Annex 5 to the Rules of the "30 Years of the Visegrad Group" Competition for the purposes of participation in the Competition and the collection of a prize.

.....

Date

.....

Signature