

CONTRACT WITH THE TRANSFER OF COPYRIGHTS

The Contract is concluded on the basis of Article 4d par. 1 point 2 of the Act of 29 January 2004 Public Procurement Law in accordance with the Contract Award Regulations concerning supplies and services in the field of cultural activities, their value is higher than the Polish złoty (PLN) equivalent of EUR 30,000 and, at the same time, lower than the amount specified in the legal provisions issued on the basis of Article 11 par. 8 of the Act of 29 January 2004 Public Procurement Law.

Concluded in on 2020 by and between:

The Silesian Museum in Katowice, with its registered office at ul. Tadeusza Dobrowolskiego 1, 40-205 Katowice, entered into the Register of Cultural Organisations kept by the Silesian Voivodship - the Board of the Silesian Voivodship under number RIK-M/12/99, tax identification number [NIP] 634-23-11-686, represented by:

.....
with the countersignature of
Chief Accountant

.....

hereinafter referred to as the “**Ordering Party**”

and

..... with its registered office at, National Business Registry (REGON) No:, Tax Identification Number (NIP):, represented by:

.....
hereinafter referred to as the “**Contractor**”.

§ 1 Subject of Contract

1. The Contractor commits to prepare for the Ordering Party an artistic and architectural design for the exhibition scenography under the working title: *Families in Upper Silesia and Zagłębie Dąbrowskie* at the registered office of the Silesian Museum in Katowice at ul. T. Dobrowolskiego 1, based on the document entitled: *Families in Upper Silesia and Zagłębie Dąbrowskie. Technical and spatial interpretation of the results of academic research conducted for the purposes of the exhibition*, by Adventure S.J.
2. Under the Contract, the Contractor will be required to prepare an artistic and architectural concept, an artistic and architectural design for the exhibition scenography, including necessary arrangements and design opinions arising from the preparation of documentation and required by law and administrative provisions, as well as author's supervision over the assembly of the exhibition. The project documentation must contain a description of the subject of the Contract along with the production budget, necessary to prepare the public procurement procedure for the performance of the works covered by the project.

3. The Contractor undertakes to perform:
 - 1) **The exhibition's artistic concept - stage 1A** - visual identification, an idea on how to display particular types of objects, basic spatial relations.
Presentation method: graphic charts, inspirations, diagrams, sketches of articles.
 - 2) **The concept of the architectural scenography of the exhibition - stage 1B** - presenting the outline of the entire scenography, including all thematic modules and characteristic spatial solutions, proposal of material solutions. At this stage, the Ordering Party requires from the Contractor providing the estimated costs for the implementation of the key elements of the scenography.
Presentation method: graphic charts, architectural plans of the space with key dimensions, selected axonometric views, key solutions of spatial elements of the scenography, proposals of material related solutions.
 - 3) **Artistic and architectural design of the exhibition scenography - stage 2** - including the entire exhibition space that is the subject of the design, all elements of the exhibition scenography together with the arrangement of lighting and multimedia and graphic devices (including curatorial texts, captions, etc.), as well as elements of the building's infrastructure (fire protection equipment, ventilation, lighting etc.).
Presentation: architectural plans of the space with dimensions enabling assembly of the scenography, drawings presenting solutions of spatial elements (showcases, furniture, etc.), development of the walls covered by the set taking into account the location of hanging objects, graphics, and texts, including object captions, material solutions.
 - 4) **Description of the subject of procurement along with the production budget - stage 3** - covering the characteristics of the adopted solutions, including a tabular summary of the elements of the scenography and materials, along with the production budget allowing for assessing compliance of the presented solutions with the expectations specified by the Ordering Party.
 - 5) **Author's supervision - stage 4** - Carrying out author's supervision visits in the number specified by the Ordering Party, not more than 10 visits until the end of the assembly of the exhibition at the Silesian Museum in Katowice.
4. The documents listed in sec. 3 pts. 1 and 2 should be provided in an electronic version, the documents listed in sec. 3 pts. 3 and 4 should be provided in electronic and printed form. All project design stages provided in paper form should be delivered in a minimum of 2 copies. Documents provided in electronic form should be provided on CD or DVD, or USB in the following formats pdf, dwg., doc, .docx, .rtf, .xps, .odt., Jpg, avi, mpg, wmv, or other that can be opened using free applications running on the Windows 10 PRO (64-bit) operating system.

§ 2 Other obligations of the Contractor

In addition, as part of the subject of the Contract, the Contractor undertakes to:

- 1) ongoing cooperation with the exhibition curators and the Exhibition Production and Technical Aspects Specialist of the Exhibition Section or other persons designated by the Ordering Party;
- 2) participate in meetings with the design team within the dates set by the Ordering Party by telephone or e-mail, at least 48 hours before the meeting;

§ 3 Completion date

1. The Contractor undertakes to perform the Contract:
 - 1) **within 12 weeks from the date of concluding the Contract** - preparation of the documentation referred to in § 1 sec. 3, pts.1-4 of the contract, i.e. development of an artistic and architectural design of the artistic and architectural scenery of the exhibition in electronic and printed form (at least 2 copies) with all required industry arrangements, description of the subject of the contract and production budget, necessary to prepare the public procurement procedure to carry out the works covered by the design;
 - 2) within 21 August, 2020 (deadline for the assembly of the exhibition) - author's supervision referred to in § 1 sec. 3 pt. 5 of the Contract, where this deadline may be extended on the basis of the Ordering Party's written unilateral statement, but not later than within 31 October, 2020.
2. A detailed work schedule will be established by the Ordering Party with the Contractor within 7 days from the date of the Contract, which will include the deadlines for the activities referred to in § 1 sec. 3 pts. 1-4 of the Contract.
3. Acceptance of the scope of the Contract will be performed at the Ordering Party's seat.
4. The Ordering Party may submit comments or reservations to the created documentation, in which case the Contractor shall be obliged to take into account the Ordering Party's comments within 7 days from the date of their receipt, unless the Parties agree on a different date. In the event of the Contractor's disregard of the comments, the Ordering Party shall be entitled to entrust further work to a third party at the Contractor's expense.

§ 4 Remuneration

1. For the proper performance of the Contract, the Ordering Party commits to pay remuneration in the gross amount of PLN (in words: zlotys/100),), payable after the performance of each stage specified in § 3 sec. 1 of the Contract:
 - 1) 30% of the price payable after completion of the work referred to in § 1 sec. 3 pts. 1 and 2 of the Contract - stages 1A and 1B;
 - 2) 30% of the price payable after performing the activities referred to in § 1 sec. 3 pt. 3 of the Contract - stage 2;
 - 3) 20% of the price payable after performing the activities referred to § 1 sec. 3 pt. 4 of the Contract - stage 3;
 - 4) 20% of the price payable after performing the activities referred to in § 1 sec. 3 pt. 5 of the Contract - stage 4.
2. The remuneration referred to in sec. 1 shall exhaust any and all amounts due to the Contractor under the Contract, including: for the transfer of ownership of the copies of the works and proprietary copyrights to the works in all fields of use covered by the Contract, for granting the right to exercise and to allow the exercise of derivative copyrights to the works, and for granting the authorisations specified in the Contract, as well as for the performance of the author's supervision, and conduct of consultations and meetings.
3. Remuneration shall be paid in four stages, in accordance with § 4 sec. 1 of the Contract, within 30 days from the delivery of a correctly issued invoices to the Ordering Party.
4. The date of debiting the Ordering Party's bank account shall be deemed as the date of payment.

§ 5 Method of implementing the Subject of Contract

1. The performance of the Contract by the Contractor includes in particular the following:
 - 1) creation of works and transfer of ownership of works in the form of electronic files to the Ordering Party;
 - 2) transfer of copyrights to works and granting permits and authorisations specified in the Contract;
 - 3) performing the supervision referred to in § 1 sec. 3 pt. 5 of the Contract, within the deadlines indicated by the Ordering Party.
2. The Contractor shall use their own materials and tools to perform the subject of the Contract.
3. The Contractor will implement the subject of the Contract without the participation of any subcontractors.

or

The Contractor will perform the subject of the Contract with the participation of the following subcontractor(s): in the scope of:¹

4. Each subcontractor entrusted with the performance of the contract, of which the Ordering Party has not been notified before the conclusion of the Contract, requires the written consent of the Ordering Party.
5. The subcontractor cannot entrust the performance of the Contract to any further subcontractors without a written consent of the Ordering Party and the Contractor.
6. The Contractor, in the case of entrusting the implementation of the subject of this Contract or part thereof to subcontractors, is responsible for the actions or omissions of these persons, as for its own actions or omissions, including damage caused to third parties during the implementation of the subject of this Contract.
7. The Contractor handles the settlement of accounts with the subcontractors.
8. The Ordering Party reserves the right to request the subcontractors and further subcontractors to confirm the payments made in their favour by the Contractor.

§ 6 Transfer of copyrights

1. The Contractor declares that personal and property copyrights to the works created under the Contract will not be limited in any way, and their transfer to the Ordering Party will not in any way infringe the rights of third parties
2. Upon accepting the subject of the Contract or a given part thereof, the Contractor shall transfer to the Ordering Party copyrights to works in the following fields of use:
 - 1) in the field of recording and reproduction - producing by any technique of an unlimited number of copies of the works, including printing, reprographic, audio-visual, magnetic recording, digital and computer technology, including in the form of audiobooks and e-books;
 - 2) in the scope of trading in the original or copies on which they were recorded - placing on the market, lending or renting, entering into computer memory, sending via a multimedia network, including the Internet;

¹The Contractor indicates the scope of the contract which it intends to entrust to subcontractors and a list of proposed subcontractors prior to the conclusion of the Contract.

- 3) in the scope of dissemination in another way - public performance, exhibition, display, playback, broadcasting and rebroadcasting, including on the Internet, via a radio and television station, as well as public sharing of works in such a way that everyone can have access to them in a place and time of their choice;
 - 4) the implementation of the exhibition and its exploitation in the fields indicated in points 1 - 3 above.
3. The Ordering Party is entitled to make changes to the works, including abstracts, cuts, re-editing, modification of all or individual parts of the works, their correction, alteration, changes, and adaptations, as well as combining the entire works and fragments thereof with other works.
 4. The Contractor authorises the exercise of derivative rights to the works and transfers to the Ordering Party the right to authorise the exercise of derivative rights to the works - to the extent including any development of the works (including changes, alterations, abstracts, adaptations, combining with other works and continuation) and disposition and use of studies in the fields of use indicated in sec. 2.
 5. The Ordering Party is entitled to use the works without any territorial restrictions, at home and abroad - for the entire duration of the copyrights and to dispose of the copyrights to third parties, including licensing for the use of the works.
 6. The Contractor authorises the Ordering Party to exercise on their behalf personal copyrights to the works, including deciding: how to mark the works with the Contractor's surname, the integrity of the content and form of the works and their fair use, about the first making available to the public and supervising the method of using the works. The Contractor undertakes not to exercise their personal copyrights in relation to the works.
 7. The Ordering Party is not obliged to disseminate or use the works.

§ 7 Contractual penalties

1. In case of non-performance or improper performance of the Contract by the Contractor, the Ordering Party shall be entitled to the rights arising from the applicable provisions of law and the right to charge contractual penalties stipulated in the Contract.
2. If any part of the subject of the Contract is performed after the deadline indicated in the Contract or agreed by the Parties during the implementation of the subject of Contract, the Ordering Party may request from the Contractor a contractual penalty in the amount of 0.5% of the total gross remuneration for each day of delay.
3. In the case that the Ordering Party withdraws from the Contract due to reasons attributable to the Contractor, the Ordering Party may demand a contractual penalty in the amount of 30% of the total gross remuneration.
4. In addition to cases arising from the provisions of the Civil Code, the Employer is entitled to withdraw from the Contract if the Contractor exceeds any of the contractual deadlines above 3 days or in the event of improper performance of the Contract despite prior requesting the Contractor to remedy the violation and appointing an appropriate deadline (not longer than 3 days) to this aim. A statement of withdrawal from the Contract may be submitted within 30 days from the date of arising of the grounds for withdrawal.
5. The Ordering Party is entitled to terminate the Contract in whole or in part if the quality of the subject of the Contract is unsatisfactory. In this case, the Ordering Party shall pay only the remuneration due for the performance of a given part of the Contract.

§ 8 Amendments to the Contract

1. It is prohibited to amend the provisions of this Contract in relation to the content of the bid on the basis of which the selection of the Contractor was made, unless at least one of the following circumstances occurs:
 - 1) the changes, regardless of their value, are not significant within the meaning of art. 144 section 1e of the Public Procurement Law;
 - 2) the total value of the changes is less than 10% of the value of the procurement originally specified in the Contract and the value of the original contract and the total value of the changes is less than the amount specified in the provisions issued under Article 11 sec. 8 of the Act on Public Procurement Law.
 - 3) the following conditions have been met jointly:
 - a) the need to amend the Contract is caused by circumstances that the Ordering Party could not foresee and they have become necessary,
 - b) the value of the change does not exceed 50% of the value of the Contract originally specified in the contract and the value of the original contract and the total value of the changes is less than the amount specified in the provisions issued under Art. 11 sec. 8 of Act on Public Procurement Law.
2. In addition to the changes referred to in sec. 1 of this paragraph, the Ordering Party may consent to amend the provisions of the concluded Contract in relation to the content of the bid, on the basis of which the Contractor was selected in the following situation:
 - 1) changes in the official rate of the value added tax (VAT) during the Contract's term. The value of the Contract referred to in § 4 sec. 1 of the Contract will be subject to valorisation, respectively by the amount of VAT resulting from the rate of this tax applicable at the time when the tax obligation arises. The amount of the Contractor's remuneration shall be determined taking into account the current VAT rate applicable as at the day of making out the invoice;
 - 2) changes to generally applicable laws, to the extent that they affect the performance of the Contract.
 - 3) changes to the dates specified in the Contract in the following situations:
 - a. postponing the dates of the exhibition's start or end,
 - b. the occurrence of force majeure preventing performance of the subject of the Contract in accordance with its provisions.
3. A change in the data related to the administrative and organizational support of the Contract (e.g. change in the bank account number) or changes in the contact details.
4. Any amendments hereto shall be made in writing, otherwise being null and void.

§ 9 Other provisions

1. The Contractor declares that they are aware that the content of this Contract, and in particular the subject matter of the Contract and the amount of remuneration, constitute public information within the meaning of Article 1 sec. 1 of the Act of 6 September 2001 on Access to Public Information (i.e. Journal of Laws of 2019, item 1429, as amended), and may be disclosed under this Act.
2. The Contractor consents to sharing under the Act referred to in sec. 1 personal data concerning them contained in this Contract in the scope including first and last name.
3. The provisions of the Civil Code and the Copyright and Related Rights Act shall apply to any matters not regulated in this Contract.

- 4. The persons responsible for contact during the performance of the contract are as follows:
 - 1) On the part of the Contractor: _____
 - 2) On the part of the Ordering Party: _____
- 5. The replacement of the persons referred to in sec. 4 above shall not constitute an amendment to this Contract.
- 6. The Contractor declares that they have fulfilled the information obligations provided for in Article 13 or Art. 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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) (OJ EU L 119 of 04/05/2016, p. 1) to natural persons from whom personal data was obtained directly or indirectly and provided to the Ordering Party in connection with the performance of this Contract.
- 7. Any and all disputes that may arise out of the Contract, including in connection with the termination of the Contract, shall be settled by a common court having jurisdiction over the registered office of the Ordering Party.
- 8. The Agreement has been drawn up in two counterparts, one for each Party.

The Ordering Party:

The Contractor:

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with the countersignature of