



UL. ŚWIDNICKA 8B  
50-067 WROCŁAW  
TEL. 71 712 75 75

REGON 521105750  
NIP 8971901796

## Agreement with Resident

concluded in Wrocław on \_\_\_\_\_ between:

**Name and Surname**, residing in City (Address) with passport no. \_\_\_\_\_, hereinafter referred to as the “**Resident**”

and

**the municipal institution of culture called Wrocławski Instytut Kultury**, with its registered office in Wrocław (50-067, Poland), at ul. Świdnicka 8b, registered in the Cultural Institution Register maintained by the Municipality of Wrocław under RIK number 41/2022, NIP 897-190-17-96, REGON (business identification number) 521105750, represented by Dominika Kawalerowicz – General Director, with the countersignature of Chief Accountant – Monika Kozłowska, hereinafter referred to as “**WIK**” or “**Wrocławski Instytut Kultury**”

jointly referred to as “**Parties**”, and separately – as a “**Party**”

Both Parties mutually confirm that they possess the necessary authorization and legal capacity to conclude this agreement, and to that aim

### THE PARTIES DECLARE THAT

*Considering that*

1. The main goal of the WIK Programme is to create conditions for strengthening the identity and participation in culture at the regional, local, national and international level for the people from Wrocław and Lower Silesia by providing financial support for the implementation of projects popularising cultural achievements and increasing the presence of culture in social life.
2. AIR Wro is a programme of residencies, study visits and international cooperation; its task is to support the mobility, promotion and international cooperation of creators, and thus build and strengthen international cultural relations.
3. In order to reach the aforementioned aim, the Residency Project *Ukraine will be. Residency for artistic Ukrainian duos* (hereinafter referred to as the “Residency”), which is carried out by WIK.
4. *The Resident was selected by means of a Call intended to find a person eligible for completing the Residency under the AIR Wro Programme;*

*The parties have decided to conclude an agreement that reads as follows:*

### §1 Subject of the agreement

1. The subject of this agreement is to specify the rules and character of cooperation between the Parties in order for the Resident to carry out the Residency in Wrocław **from \_\_ September 2022 to \_\_ September 2022**. The Residency Plan, which contains details about the Application selected by the commission, constitutes Appendix 1 to this agreement.
2. The Residency shall comprise the following activities:
  - a) implementation of the artistic concept created by the selected artistic duo,
  - b) participation in the event summarizing the Residency at the place and time agreed by the parties or online;
  - c) promotion of the Residency.

### §2 Obligations of the Resident

1. Under this agreement, the Resident undertakes to complete the Residency through her own efforts, in cooperation with WIK, as specified in Appendix 1 to this agreement, in particular:
  - a) implementation of the Residency based on its plan, which is an extension of the application;
  - b) to accept direct responsibility towards WIK for carrying out the Residency, including any costs other than those specified in §3(1)(4);
  - c) to present materials documenting activities carried out as part of the Residency during events constituting the AIR Wro Programme that have been selected by the Parties, at a place and time agreed upon by the Parties;
  - d) to provide WIK with a completed photodocumentation and project description of residency activities on the Residency, which shall constitute Appendix 2 to this agreement, within the non-extendable period of 60 working days after the end of the Residency;
2. The Resident is obliged to actively participate in events held as part of the Residency by WIK, including meetings focusing on her residency, press conferences, radio and TV programmes, debates and seminars, and any other activities serving the purpose of promoting the Residency, WIK, or the AIR Wro Programme.
3. The Resident is obliged to ensure, through her own efforts and at her own expense, that she possesses an international health and accident insurance covering the cost of medical care during the Residency. The Resident declares that she will bear all costs related to hospitalisation or medical care in Wrocław.
4. The Resident is obliged to exercise due caution while using the spaces, equipment and services that have been made available to her. The Resident shall be held liable for damage caused by the fault of the Resident while using the spaces, equipment and services that have been made available to her.
5. The Resident shall be held accountable for the actions and nonfeasance caused by the fault of third parties involved by her, or of any other third persons visiting the Resident, as if for her own.
6. The person responsible for day-to-day contact with the Resident on the side of WIK (hereinafter referred to as the "Representative") is Paulina Brelińska-Garsztka – paulina.brelinskaq@instytutkultury.pl.
7. WIK and the Resident are obliged to maintain the possibility of immediate contact. Shall either Party be unable to maintain such contact, they are obliged to immediately inform the other Party of this fact.
8. WIK, and in particular the Representative, is entitled to request from the Resident any information regarding the execution of the Residency at any time.
9. Moreover, the Resident undertakes to place the logotypes of WIK, the AIR Wro Programme and any relevant third parties on all carriers/media and in promotional activities conducted as part of this cooperation, in accordance with the guidelines received from the representative of WIK.

### §3 Obligations of WIK

1. Under this Agreement and in connection with the execution of the Residency, CZW, by itself or with the participation of a Partner, undertakes to:
  - 1) participate in the execution of the Residency through consultation and acceptance of its contents and plan, as well as consultation and acceptance of the visual setting, promotional and informational materials, and the campaign promoting the Residency;
  - 2) covering the costs of remuneration in the amount of **PLN 3,000 gross** per person for the stay in Wrocław as part of the Residence
  - 3) cover or reimburse the Resident's travel expenses in the total amount of **PLN 200.00 (in words: two hundred zloty) gross**;
  - 4) provide the Resident with accommodation and work space in Wrocław from \_\_ September 2022 to \_\_ September 2022;
  - 5) provide substantive, production and promotional support of the Residency.

2. The obligations indicated in §3 section 1 are the only obligations assumed by CZW in connection with the execution of the Residency. All other costs or liabilities shall be covered by the Resident at her own expense while respecting the provisions of the AIR Wro Programme.

#### **§4 Creative processes and their effects**

- a. In the case of audio/video documentation of a mobile application, etc. from the implementation of the Residence being created, the Resident hereby grants a non-exclusive license to use such documentation (including the image of the Resident recorded in the materials) for the promotion of the AIR WRO Programme and the Parties, unlimited in terms of territory and duration, without the possibility of terminating it in accordance with Art. 68 item 1 of the Act of 04/02/1994 on Copyright and Related Rights, in all fields of use known on the date of signing the contract, including in particular:
  - b) within the scope of recording and reproduction – the right to produce copies of materials using any technique, including printing, reprographic, magnetic and digital recording (including: digitisation and in the following forms: e-book, embuk, multi-book, multimedia publication, CDs and DVDs), entering into computer memory and multimedia networks;
  - c) within the scope of trade in the original or copies – the right to market, lend or lease the original or copies of the materials;
  - d) within the scope of dissemination in a manner other than specified in item b/ – the right to publicly perform, exhibit, display, play and broadcast via television and radio in a wireless (ground or satellite) or wired manner, re-broadcasting, as well as making available to the public in such a way that everyone can have access to it at the place and time chosen by them, including by publishing in the press, making available on the "Internet" network, and any other forms of Internet transmission and dissemination via telephone networks (using landline or mobile networks), in particular by means of: a mobile phone (including WAP) and digital devices (e.g. set-top boxes, VOD, PPV, personal computers and others)
  - e) the right to permanent or temporary reproduction, in full or in part, using any methods and in any form,
  - f) the right to adjust, make any changes, adaptations, modifications, format changes, abbreviations and compilations, including changes in the layout or any other changes, as well as the use of compilations in the form of alterations, fragmentation and/or reassembly – even if the result of these actions would be the loss of individual character of the documentation provided.
1. The Resident's agreements concerning the transfer of rights as described in the section above will cover at least the right to use and dispose of works to the extent described in section 2 and the subsequent sections without the need for WIK to incur any costs thereof. In particular, shall the Resident use any third parties' intellectual or industrial property rights during her work over the course of the Residency (including the right to the image of persons recorded during the work), the Resident will purchase, at her own expense and on her own behalf, all proprietary copyrights, derivative rights and industrial property rights to works transferred to WIK under this Agreement as well as the right to exercise and allow third parties to exercise derivative copyrights.

#### **§5 Execution of the Agreement, RODO**

1. Application for participation in the Recruitment requires the applicants to consent to the processing of their personal data provided in the application by: - Wrocław Institute of Culture based in Wrocław, ul. Świdnicka 8B in order to carry out the Recruitment and implementing the

preparatory and organisational activities for the residency Będzie Ukraina which, in accordance with Art. 13 of the General Data Protection Regulation of 26 April 2016 (OJEU L 2016, No. 119, hereinafter referred to as the GDPR), is the controller of the data contained in the application.

2. The Data Protection Officer may be contacted via e-mail message sent to the address: [iod@instytutkultury.pl](mailto:iod@instytutkultury.pl)

3. The Applicant's personal data will be processed by the Controller pursuant to Art. 6 item 1(a) of the GDPR in order to carry out the Recruitment and select the project presenters, and to implement the preparatory and organisational activities of the Residency Będzie Ukraina.

4. The recipients of the Applicant's personal data will be the entities providing the service of maintaining the Controller's IT systems and software, the external entities providing services to the Controller, and the entities authorised to obtain personal data on the basis of legal provisions (including public administration bodies).

5. The Applicant demand from the Controller access to the personal data, rectify it, delete it or limit its processing, in the cases specified in the provisions of the GDPR.

6. The Applicant's personal data contained in the Application will be processed throughout the duration of the Recruitment and selection of project presenters, and the implementation of preparatory and organisational activities of the Residency Będzie Ukraina, and also after its completion:

- In the case of the Applicants who will not be accepted to present projects, they will be subject to compulsory archiving on the basis of separate regulations;

- In the case of the Applicants selected to present projects, they will continue to be processed in order to conclude contracts and implement the Applicants' participation in the Residency Będzie Ukraina.

7. The Applicant has the right to lodge a complaint with the supervisory body, i.e. the President of the Office for Personal Data Protection.

8. Providing personal data by the Applicant is voluntary, however, in the event of a refusal to provide the data, it may not be possible for the project to be submitted under this Recruitment.

### **§6 Duration of the Agreement, costs**

This Agreement is concluded for the time necessary for the Parties to fulfil their obligations, not longer than until 30 October 2022.

### **§7 Responsibility to fulfil the agreement**

1. The Resident is obliged to pay WIK a contractual penalty in the amount of 30% of the amount specified in §3(1)(4) in the event of:
  - a) failure to complete the Residency within the time period specified in §1(1) of this Agreement, without WIK's prior consent to the change;
  - b) disbursing the amount specified in §3(1)(4), in part or in entirety, in a manner inconsistent with its intended use;
  - c) discontinuing the completion of the Residency by the Resident at any time;
  - d) acting by the Resident to the detriment of WIK, the AIR Wro Programme or other Residents, including intentional acts or omissions that may lead to damage to property or persons;
  - e) withdrawing from this Agreement for reasons attributable to the Resident.
2. WIK has the right to withdraw from this Agreement in the event of breach of this Agreement by the Resident, not discontinuing the breaching of this Agreement by the Resident or failing to make amends for the breach of this Agreement by the Resident within 14 working days from the demand to discontinue the breach and eliminate its consequences. A breach of this Agreement as described herein includes in particular the events described in section 1.
3. Shall either Party withdraw from this Agreement for reasons attributable to the Resident, the Resident is obliged to return any funds obtained from WIK together with a contractual penalty in the amount of penalty interests identical to penalty interest on tax arrears, for the period from receiving the funds to returning them.
4. The payment of contractual penalties shall not prevent either Party's right to seek damages (above the amount of the contractual penalties) based on applicable laws. The Parties may



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seek damages and contractual penalties stipulated in this Agreement also after its termination or expiry. The contractual penalties described in this Agreement may be accumulated or sought independently.

5. In the event that the performance of the contract in accordance with its content turns out to be impossible due to *force majeure*, in particular: illness, accident, in connection with means of transport, as a result of a random event, riots, strikes, labour difficulties, epidemics or any act or regulation of any authorities beyond the control of the Parties that prevent the performance of the contract, both the Resident and the WIK will be released from their obligations set out in this contract. In such an event, however, the Parties shall consider the performance of the contract on new terms/on a new date.
6. A Party who is affected by force majeure shall notify the other Party in writing or at least in document form, i.e. a scan of a signed letter sent in an e-mail to the addresses provided in paragraph 4, indicating such circumstances within three calendar days of becoming aware of them, explaining their impact on the execution of the Agreement. If a Party fails to comply with these requirements, the Party shall forfeit the right to invoke force majeure under which it could be released from liability.

#### **§8 Final provisions**

1. All changes to this Agreement, as well as declarations concerning its termination or withdrawing from it, require a written form under pain of nullity.
2. Any notifications pursuant to this Agreement shall be made in writing and delivered to the other Party by registered post against a written acknowledgement of receipt to the address specified in this Agreement. A notification made in this way shall be deemed as delivered to the other Party after 14 working days from the day of sending it, unless it was previously received by the other Party (date of receipt confirmation). Either Party may change their service address by way of sending a written notification to the other Party, without the need to make an annex to this Agreement.
3. Any disputes arising from the contents or execution of the subject of this Agreement, after a previous attempt to settle them amicably, shall be resolved by a Polish common court with jurisdiction over the seat of WIK.
4. For all matters not regulated herein, the relevant provisions of the Polish law shall apply, especially the provisions of the Polish Civil Code as well as the provisions of the Act on Copyrights and Related Rights of 4 February 1994 (consolidated text Journal of Laws 2016, item 666 as amended) and other generally applicable laws.
5. Pursuant to article 4 point 8 of the Act on Public Procurement Law of 29 January 2004 (consolidated text Journal of Laws 2015, item 2164 as amended), this Act shall not apply to this agreement.
6. This Agreement has been made in two identical copies in the Polish language and two identical copies in the English language, including two copies in the Polish language and in the English language for WIK, and one copy in the Polish language and in the English language for the Resident.

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**Wrocław Institute of Culture**

.....  
**Resident**