

**COPYRIGHT AGREEMENT
(Licence Agreement)**

No. /2018

concluded on2018 in Gdańsk between:

Centrum Hewelianum [Hewelianum Centre], Jednostka Budżetowa Gminy Miasta Gdańska [a budget entity of the Gdańsk City Commune], address: ul. Gradowa 6, 80-802 Gdańsk, NIP [tax identification number]: 583-000-93-75, REGON [statistical identification number]: 190572660, represented by
– **Director**, hereinafter referred to as **“the Organizer”**

and

.....
....., hereinafter referred to as **“the Author”**.

§1.

1. The Author declares that he/she enjoys exclusive moral and economic rights to the photograph (Competition Entry) entitled (hereinafter referred to as „the Photograph”) constituting Appendix no. 1 hereto and awarded a prize in “AstroCamera 2018” Astrophotographic Competition (hereinafter referred to as “the Competition”) announced and executed by the Organizer, in which the Author took part.
2. The Author declares that he/she delivered the Photograph to the Organizer in form of an electronic file on a CD/DVD.
3. The Author declares that there are no limitations on using economic rights to the Photograph that could make this Agreement fully or partially ineffective.
4. The Author declares that the execution of this Agreement will not violate any author’s economic rights or any other rights of third parties. If in connection with using the Photograph by the Organizer in accordance with the provisions hereof any third party raises a claim against the Organizer in form of a lawsuit for infringement of copyrights to the Photograph, the Author shall immediately join the case on the defendant’s part, release the Organizer from all claims, and satisfy all admitted or legally adjudged claims of the plaintiff together with the cost of possible lawsuit or amicable negotiations.

§2.

1. The Author grants to the Organizer a licence and authorizes the Organizer to non-exclusively use the Photograph in exploitation fields defined in Art. 50 of Copyright and

Related Rights Act of 4 February 1994 (Journal of Laws of 2006 no. 90, item 631, as amended), in particular to:

- 1) exploit and use the Photograph for the purposes of all kinds of Organizer's free-of-charge and payable educational, exhibition, marketing, and promotion activities,
 - 2) replicate the Photograph – produce and replicate the Photograph with the help of any available technology, including printing, photographic, reprographic and digital technology, or with the use of any other data carrier,
 - 3) within the scope of trading in the original or the carriers on which the Photograph has been registered – lend, let for use or lease the Photograph original or its copies, to adapt them for the needs of producing books, albums, brochures, leaflets and other printing materials, information, and press advertisements,
 - 4) disseminate the Photograph in other ways than those defined in sections 1–3 – show (exhibit, project, reproduce) the Photograph at an open exhibition, enter it into the memory of Organizer's computers, disseminate it with the help of Internet (e.g. website, electronic mail, ftp servers), Intranet, Extranet and other computer networks, broadcast it by a ground station through wire and wireless transmission, broadcast it through a satellite, and publicly reproduce it or make it available in other way so that everybody can have access to it at any place and any time one chooses,
 - 5) give consent for enjoying related rights – a Participant gives his/her consent for Photograph retouching or cropping or having it retouched or cropped by third parties, and to use such developments and the rights to such developments in the fields of exploitation defined in sections 1–4.
2. The Author transfers onto the Organizer the ownership for all copies of the Photograph made in formats defined in the Competition Rules.
 3. The Author gives his/her consent for changing the format and size in which the Photograph has been delivered to the extent justified by the Photograph use under this licence.
 4. The Organizer is entitled to grant sub-licences.
 5. The Organizer will obtain the licence at the moment the Organizer pays the fee mentioned in § 4 par. 1, with no need for the Parties to make any additional declaration of intent.

§3.

1. The Agreement has been concluded for an indefinite period of time.
2. The Agreement is binding within the Republic of Poland and abroad.

§4.

1. The Author receives a gross fee for granting his/her copyrights in form of a cash prize defined in the Competition Rules, i.e. (say: ..).
2. Taxes will be settled according to principles defined in the tax law.
3. The Author is not entitled to any other claims against the Organizer arising from his/her participation in the Competition or the conclusion of the Agreement.
4. Payment will be made on the strength of an invoice issued by the Author, onto the bank account designated by the Author, within 14 days from the date of delivering an invoice to the Organizer.



5. The day Organizer's bank account has been charged will be deemed to be the day of payment.
6. The Author cannot assign onto third parties the receivables due under the Agreement.

§5.

The Author declares that he/she has authorized the Organizer to execute in his/her name Author's moral rights, in particular to decide on the way and form of placing Author's data on Photograph copies.

§6.

If there are any legal defects of the Agreement subject, the Organizer will be entitled to demand that the damages arising from such defects be redressed.

§7.

To matters not stipulated for in the Agreement the provisions of the Copyright and Related Rights Act and the Civil Code shall apply.

§ 8.

1. The Parties shall try to settle all disputes arising from the Agreement in negotiations.
2. If is not possible to settle the dispute amicably, such dispute will be settled by a civilian court having jurisdiction over Organizer's seat.

§ 9.

1. All modifications and amendments of the Agreement shall be null and void unless made in writing.
2. The Agreement has been signed in two identical copies, one for each Party.

Author:

Organizer:

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