

**Architectural and urban planning competition for the preparation of an architectural concept together with land development concept for the investment providing for the rebuilding of the Saski Palace, the Brühl Palace and tenement houses in Królewska street in Warsaw**

**The procedure is conducted in Polish. The English version of the Rules and Regulation is only an auxiliary material.**

## **APPENDIX NO. 2 TO THE COMPETITION REGULATIONS**

### **AGREEMENT FOR THE TRANSFER OF PROPRIETARY COPYRIGHTS TO THE SELECTED COMPETITION WORK TOGETHER WITH A DETAILED SPECIFICATION OF THE FIELDS OF USE**

**Concluded on ..... in Warsaw by and between:**

....., represented by  
..... – ..... under the power-of-attorney .....,  
hereinafter referred to in the content of the agreement as “Organiser” or “Contracting Authority”  
And

....., entered into the Register of Entrepreneurs of the National  
Court Register under KRS number ....., NIP....., REGON.....,  
represented by:

.....,  
hereinafter referred to as “Competition Participant” or  
“Participant”, jointly referred to as “Parties” and  
separately as “Party”.

**Whereas:**

- 1. The Competition Participant has taken part in the architectural and urban planning competition for the preparation of an architectural concept together with land development concept for the investment providing for the rebuilding of the Saski Palace, the Brühl Palace and tenement houses in Królewska street in Warsaw (hereinafter referred to as the “Competition”),**
- 2. In accordance with the Competition Regulations, each Competition laureate, prior to accepting the Prize provided for in the Regulations (hereinafter: “Prize”), should conclude with the Organiser an agreement transferring the copyright to the works created in relation to the participation in the Competition, the provisions of which have been laid down in Appendix no. 2 to the Competition Regulations.**
- 3. The Participant has become laureate of the Competition and the Parties have agreed as follows:**

#### **Article 1. TRANSFERRING THE RIGHTS BY THE COMPETITION PARTICIPANT AND REMUNERATION**

- 1. The Competition Participant, for a consideration as part of the cash Prize awarded in the architectural and urban planning competition for the preparation of an architectural concept**

**Architectural and urban planning competition for the preparation of an architectural concept together with land development concept for the investment providing for the rebuilding of the Saski Palace, the Brühl Palace and tenement houses in Królewska street in Warsaw**

together with land development concept for the investment providing for the rebuilding of the Saski Palace, the Brühl Palace and tenement houses in Królewska street in Warsaw in accordance with the Act of 4 February 1994 on copyright and related rights (hereinafter: **“Copyright”**), upon signing this agreement, shall transfer to the Organiser proprietary copyrights to the works in the meaning of the provisions of the Copyright, created in relation to participation in the Competition by the Competition Participant or persons whose services they used in relation to participation in the Competition, in particular to the Competition Work (hereinafter also jointly as: **“Work”**).

2. The transfer of rights referred to in paragraph 1 above shall cover the right to use and dispose of the Work in the following scope and fields of use:
  - a. placing, recording, copying and using, in any scale or part in all materials published for promotional purposes and, in particular, in the form of printed publications, boards, on computer drives and all types of media serving the purposes of digital recording;
  - b. placing and using, in any scale or part in all materials published for promotional purposes of the Organiser or entity indicated by the Organiser;
  - c. introducing, in any part, to the Internet or to computer memory, placing in and using as part of online publications;
  - d. using in multimedia works;
  - e. displaying, screening, playing, broadcasting and rebroadcasting in public, with the use of wired or wireless video technologies, through ground stations, as well as broadcasting with the use of satellites and the Internet;
  - f. using, in any part, for advertising and promotional purposes, for naming or identifying the Organiser, its programs, shows and publications;
  - g. lending for use.
3. Transferring the rights indicated above and transferring the ownership of copies of the Work shall take place upon signing this Agreement.
4. Transferring the rights mentioned above shall not be limited either in terms of an objective of distribution or in terms of time and territory, whereby these rights can be transferred to other entities without limitations.

**Article 2. REPRESENTATIONS OF THE PARTIES**

1. The Competition Participant guarantees that on the date of transferring the Work, they wholly own the copyright to the Work, therefore the Organiser shall be entitled to all proprietary copyrights in the fields of use mentioned in Chapter 1, subparagraph 2.
2. The Competition Participant represents that these rights are free of any legal defects, rights or claims of third parties and, in particular, are not a subject of use, lease, licence and no entity has the right of pre-emption of the rights in question to any extent, and that they have not

**Architectural and urban planning competition for the preparation of an architectural concept together with land development concept for the investment providing for the rebuilding of the Saski Palace, the Brühl Palace and tenement houses in Królewska street in Warsaw**

committed to any third party as to the disposal of the rights in question to any extent whatsoever.

3. The Parties agree that the arranged transfer of copyright to the extent arising from this Agreement shall be without prejudice to proprietary copyrights of the Competition Participant to the Work. The Participant shall be entitled to mark the Work with their own name and surname.
4. Together with transferring the proprietary copyrights to the Work or its part, the ownership of the carrier on which the Work or its part has been perpetuated shall be transferred to the Organiser.
5. Upon the transfer of rights referred to in this Agreement, the Competition Participant – as part of Remuneration – shall grant to the Organiser any licences necessary for the correct and lawful use, for an undetermined period, of any Works in relation to which, for legal reasons, it is not possible to transfer proprietary copyrights used during the performance of the Subject Matter of the Agreement, both authored by the Competition Participant and with respect to third party Works, in the fields of use indicated in the Agreement (indicated in Article 1(2) above).
6. The Contracting Authority represents that following the signing of this Agreement and acquiring the proprietary copyrights indicated in Article 1(2) above, in order for the Participant to be able to use the Work, the former shall grant to the latter the free-of-charge, non-exclusive licence, without limitations in terms of territory and time, to use the Work with the right to grant sublicences, in the fields of use indicated in Article 1(2) above.

**Article 3. OBLIGATIONS OF THE COMPETITION PARTICIPANT**

1. Should any doubts arise as to the Participant's entitlement to the copyrights in their entirety, the Competition Participant obliges to immediately hand over to the Organiser, without the need to issue a separate request, written representations of all persons being authors or co-authors of the Work or its individual parts, concerning the expression of consent and assuming the responsibility referred to in this Agreement, at the same time representing that it shall take place without the right of these persons to any remuneration from the Organiser. The Competition Participant represents, assures and guarantees that the transferred representations of authors and co-authors of the Work shall come from all authors and co-authors of the Work, thus no other persons have moral rights thereto.
2. The Competition Participant obliges to receive and present to the Organiser, upon request of the latter, any possible documentation confirming that the former disposes of copyrights to a given work created as part of the Competition, including, in particular, agreements concluded with other co-authors of the Work.

**Architectural and urban planning competition for the preparation of an architectural concept together with land development concept for the investment providing for the rebuilding of the Saski Palace, the Brühl Palace and tenement houses in Królewska street in Warsaw**

3. The Parties shall immediately notify each other of any claims related to violation of intellectual property rights, including in the scope of proprietary copyrights to the Work, lodged against them by third parties and having impact on the performance of the Agreement.
4. Should it turn out that the Work has legal defects, the Competition Participant shall assume responsibility for all potential related claims of third parties, thus indemnifying, pursuant to Article 392 of the Civil Code, the Organiser and incurring any costs in this regard, including costs related to defending the Organiser against these claims.

Organiser/Contracting Authority:

Competition Participant:

.....

.....