CONTRACT NO. .............................. FOR A SPECIFIED TASK

made in Warsaw, on .......................................... (date), by and between:

Muzeum Pałacu Króla Jana III w Wilanowie (Museum of King Jan III’s Palace at Wilanów), with its registered office at ul. Stanisława Kostki Potockiego 10/16, 02-958 Warsaw, with legal personality, entered into the Polish Cultural Institution Register (RIK) maintained by the Minister of Culture and National Heritage of the Republic of Poland under RIK no. 39/95, Tax Identification Number (NIP) 951-00-54-672, National Business Registry Number (REGON) 010956038, represented by:

1) Paweł Jaskanis – Director

2) Magdalena Całka – Deputy Director, Chief Accountant,

hereinafter referred to as the “Museum”,

and

......................., residing in .............................., Personal Identification Number (PESEL) ......................,

hereinafter referred to as the “Contractor”,

pursuant to Article 4(8) of the Act of 29 January 2004 – Public Procurement Law (references to the Polish Journal of Laws, consolidated text: Dz.U. z 2019 r., poz. 1843).

§ 1

1. The Contractor undertakes to perform for the Museum the specific work of creative nature, as defined in the Act of 4 February 1994 on Copyright and Related Rights (references to the Polish Journal of Laws: Dz.U. z 2019 r., poz. 1231), consisting in: ..............................................., hereinafter referred to as the “Work”.

2. The subject matter hereof will be performed as financial plan item no. ................ and based on need no. ....................

3. The Contract will be binding until .............. (date).

4. The Work will be presented to the Museum for acceptance two days prior to the date indicated in Article 1(3) ..............., *i.e.* delivered in digital form ................................ to: studiawilanowskie@muzeum-wilanow.pl.

§ 2

1. The subject matter hereof will be protected by copyright.

2. Upon Work handover, the Museum will acquire the author’s economic rights thereto and hold the said rights during the whole term in all fields of use, in particular those listed below:

a) storing by any technique, in any system and on any carrier,

b) replicating by any technique, in any system and on any carrier,

c) entering into computer memory and into a computer and/or multimedia network,

d) public performing and/or broadcasting and making the Work available to the public in a manner enabling anyone to access the Work at any chosen time and place,

e) marketing domestically and internationally,

f) exhibiting and displaying,

g) screening,

h) analogue and/or digital broadcasting (in any system or technology) *via* cable or wireless vision and/or phonics by a terrestrial station,

i) analogue and/or digital broadcasting (in any system or technology) *via* satellite,

j) simultaneous and integral (re-)broadcasting of the Work, among others *via* digital platforms and cable networks (in any system or technology).

3. Upon Work acceptance, the Museum will acquire ownership of all carriers in which the Work has been incorporated and delivered to the Museum. The Contractor will save the Work on a carrier which permits the Museum’s reading and further use of the Work in accordance with the Museum’s needs and objectives.

4. The Contractor represents that:

a) it is the sole author of the Work,

b) it holds fully unlimited author’s economic rights to the Work, including the right to dispose of the Work freely,

c) the Work does not infringe on any third-party rights, including third-party author’s economic and moral rights.

5. The fee specified in Article 6(1) also covers the amounts due for the transfer of author’s economic rights, the authorisation to exercise author’s moral rights and derivative copyrights, as well as the transfer of ownership rights to the carriers in which the Work has been incorporated, and the Contractor will not be entitled to a separate fee for using the Work in each individual field of use.

6. The Contractor will transfer its exclusive right to Work publication onto the Museum.

7. The Museum will have the right to introduce the necessary changes to the Work and perform compilations thereof, to which the Contractor hereby consents.

8. The Museum will have the right to transfer the rights and obligations arising herefrom to a third party.

§ 3

Upon Work completion, the Contractor will hand the Work over to the Museum and enable the Museum to use the Work in accordance with its attributes.

§ 4

Should the Contractor fail to meet the terms and conditions hereof, it will cease to be entitled to the entire fee specified in Article 6(1).

§ 5

1. If the Contractor defaults in the commencement or completion of the Work to an extent that renders timely completion unlikely, the Museum can withdraw from the Contract without granting a grace period and before the expiry of the Work completion deadline.

2. Should the Contract be terminated for the above reasons, the Contractor will pay to the Museum liquidated damages corresponding to 20% of the fee specified in Article 6(1) hereof.

§ 6

1. The Parties agree that the fee for the Work, which has been completed and accepted by the Museum, amounts to PLN .............. (say: .................. Polish zlotys) gross, as agreed upon in the negotiation process.

2. The fee will be transferred to the bank account indicated by the Contractor in the bill issued by the Contractor. The Museum will effect the payment within 14 days from bill receipt.

3. The Contractor will include the following annotation in the bill: “curator of the task: ........”. *.*

4. Fee payment requires the prior determining that the Work is free of defects, which must be confirmed in a suitable report, and the Museum’s acceptance of the Work.

5. The following Museum representative will monitor due performance of the subject matter hereof, as well as Contract settlement, and will be authorised to sign the Work acceptance report: ..................................

§ 7

1. The Contractor will perform the Work in a timely manner and ensure that the Work is free of defects.

2. Should the Museum identify defects in the Work, it can request that the Contractor remove the defects free of charge by a specified deadline, and it can reduce the agreed Contractor’s fee by 10% .

§ 8

1. The Contractor declares that it has the skills and qualifications required to perform the Work.

2. Without the Museum’s written consent, the Contractor may not entrust Work performance, in part or in whole, to another person.

§ 9

1. Any matters not regulated herein will be governed by the provisions of the Polish Civil Code, the Act of 4 February 1994 on Copyright and Related Rights (references to the Polish Journal of Laws: Dz.U. z 2019 r. poz. 1231), and the specific legal regulations applicable to the terms and conditions and the subject matter hereof.
2. The Museum of King Jan III’s Palace at Wilanów, with its registered office at ul. Stanisława Kostki Potockiego 10/16, 02-958 Warsaw, is the **controller** of the personal data collected for the purpose of this Contract.
3. You can contact the data controller *via* e-mail at: muzeum@muzeum-wilanow.pl or deliver any hard-copy correspondence to the above postal address of the Museum’s registered office. The Museum appointed a **Data Protection Inspector**, who can be contacted *via* e-mail at iod@muzeum-wilanow.pl about any issues related to personal data processing and exercising related rights.
4. The purpose of processing the personal data is to enter into and perform this Contract, which includes its settlement and fulfilment of the obligations arising from applicable tax laws. The legal basis for the data processing is connected with Contract performance, fulfilment of the legal obligations arising from the above legal regulations, as well as the Museum’s legitimate interest consisting in maintaining contact so as to commission further work in the future.
5. The Museum will store the collected personal data for the period indicated in legal regulations.
6. The Museum will make the personal data available to:
7. the competent national authorities in situations specified in legal regulations,
8. to third parties who process data on behalf of the Museum within the scope of IT system operation, whereby such third parties process the data only as the Museum’s contractors, on the basis of a contract signed with the Museum and solely in accordance with the Museum’s instructions.
9. Each and every individual is entitled to access, amend, remove, and limit the processing of his or her data, as well as to object to the processing of their data for the purposes arising from the Museum’s legitimate interest.
10. Each and every individual also has the right to file a complaint with the President of the Personal Data Protection Office (PUODO). To exercise the above rights, please contact the Museum or the appointed Data Protection Inspector (contact details above).
11. Providing personal data is indispensable for performing this Contract. Providing data for taxation purposes is mandatory; this obligation arises from the binding legal regulations. Failure to provide the required data may preclude the Contract from being signed.

§ 10

Any and all changes hereto must be made in writing, otherwise they will be ineffective.

§ 11

Any disputes arising in relation to the performance hereof will be resolved by a common court with jurisdiction over the Museum's registered office.

§ 12

This Contract was made in 3 (three) counterparts: two for the Museum, and one for the Contractor.

 MUSEUM CONTRACTOR