

AGREEMENT OF ASSIGNMENT OF THE AUTHOR'S PROPRIETARY RIGHTS

This agreement of assignment of the author's proprietary rights (the "Agreement") is made on..... in Warsaw by and between:

Centrum Opatrzności Bożej – Wotum Narodu – Miejsce Kultu, Pamięci, Kultury
with its seat in Warsaw at the address: ul. Miodowa 17/19, 00-246 Warsaw, NIP:
5252423501, REGON: 141390948, represented by:,

hereinafter referred to as the "**Centre**"

and

Mr./Ms..... residing in at (street and zip code), PESEL (tax identification number)....., established under the name, with its seat inat (street and zip code), registered in the Central Evidence and Information on Business Activity (Centralna Ewidencja i Informacja o Działalności Gospodarczej) under the number, NIP, REGON, a printout from the Central Evidence and Information on Business Activity is attached hereto as Attachment no. 1.

or

....., with its seat in, at (street and zip code), registered in the District Court for, Commercial Division of the National Court Register under National Court Register (Krajowy Rejestr Sądowy) number..... represented pursuant to an up-to-date copy of the National Court Register attached hereto as Attachment no 1, by:

hereinafter referred to as the "**Participant**"

Whereas:

- 1) *The Participant has entered the Competition for Designing Interior Decoration Elements of the Temple of Divine Providence in Warsaw organised by the Centre and the Warsaw Archdiocese (the "**Competition**") and has created a work in the form of a competition entry (the "**Competition Entry**"),*
- 2) *The Participant's Competition Entry was judged by the Jury to be the best work in a specific Part of the Competition,*

- 3) *Once the Participant receives the prize pursuant to the provisions of the Competition Rules, the Participant shall transfer the ownership of a copy of the Participant's Competition Entry and assign the author's proprietary rights to the Competition Entry to the Centre,*

the Parties shall enter into this Agreement to assign the author's proprietary rights to the Competition Entry on rules set out herein:

§ 1

Object of the Agreement

Once the prize awarded to the Competition Participant for creating a Competition Entry is handed out, the Participant shall assign the author's proprietary rights in the Competition Entry (hereinafter also referred to as the "**Work**") to the Centre.

§ 2

The Participant's Representations

The Participant hereby represents that:

- 1) he/she enjoys unlimited author's proprietary rights in the Work as well as to exercise related rights in the Work within the meaning of Art. 2 of the Act on Copyright and Related Rights of 4 February 1994,
- 2) the Work is free of any legal defects, specifically it is not encumbered by any third party rights or any other obligations undertaken with respect to the Work towards any third parties,
- 3) has the right to enter into this Agreement on the terms set herein without any limitations,
- 4) during the term of this Agreement, the Participant shall not grant any license to use the Work or its derivative work to any third party nor shall the Participant enter into a similar agreement in this scope,
- 5) shall not create an derivative work of the Work within the meaning of Art. 2 of the Act on Copyright and Related Rights of 4 February 1994.

§ 3

Obligations of the Participant

1. The Participant shall be obligated to exercise author's oversight of the implementation of the Work. The rules on which the oversight will be carried out and its scope will be set out in a separate Design Work Agreement.
2. In the event that the author's oversight cannot be performed by the Participant because causes have arisen that unable him/her to do it, the Participant refuses to perform author's oversight or the Participant does not respond to a call to carry out the author's oversight within 30 days of the date of receipt of such a call by the Participant, the Parties shall agree on another person who is authorised and competent to perform such oversight. In the event that such agreement is not reached within 60 days of the date on which the Participant was called to perform author's oversight or from the date on which the Participant refused to perform such oversight, the author's oversight will be entrusted to a person chosen by the Centre.
3. The above provision shall not infringe upon the Participant's moral rights over his/her Work.

§ 4

Copyright and related rights

1. The Participant shall assign to the Centre the author's proprietary rights in the Work, including his/her own rights and any rights acquired from third parties in the scope specified in this Agreement.
2. The Centre shall acquire the author's proprietary rights referred to in the Agreement from the day the prize that is awarded to Participant in the Competition is paid and which entitles the Participant to administer and use the Work on all fields of exploitation referred to in this Agreement.
3. The Participant shall assign to the Centre author's proprietary rights referred to above on the following fields of exploitation:
 - 1) fixation using all known techniques on all known carriers which specifically covers printing, reprography, magnetic record and the digital technique,
 - 2) reproduction using all known techniques which specifically covers reproduction using printing, digital, analog and optical techniques,
 - 3) use of the Work for the purpose of rebuilding, finishing or renovating the building structure or the design of its interior,
 - 4) putting on the market,

- 5) multiple introduction into computer memory, a computer network, including specifically the Internet, data bases, and into the memory of any other type of electronic devices,
 - 6) multiple introduction into multimedia networks,
 - 7) multiple public performance, the right to multiple combining with other works and artistic performance, shows, productions, for commercial and non-commercial use, on audio-visual and multimedia carriers, discs, chips of all formats, analog and digital processes, live broadcasts via screen, video screens, digital and plasma screens, big screens, laser beams, for a limited and unlimited audience,
 - 8) multiple exhibition and screening in public utility places, at open and closed exhibitions, and all types of means of transport,
 - 9) rent, lease and other forms of permissions to use,
 - 10) all forms of audio-visual exploitation, including: multiple broadcast through wireless (terrestrial or satellite) or cable networks, by analog or digital technique;
 - 11) exploitation in the Internet on websites, against payment or gratuitously,
 - 12) exploitation using multimedia digital platforms,
 - 13) use in any type of advertising, promotion or marketing activities.
 - 14) implementing modifications and changes to the Work connected with fulfilment of the Jury guidelines.
4. The Centre shall have the right to use and administer the author's proprietary rights referred to above for an unlimited time and all over the world (unlimited territorial rights).
 5. The Centre shall have the right to assign to third parties rights arising under this Agreement and to grant a license to other entities on the fields and in the scope in which it holds the copyright.
 6. The Participant hereby authorises the Centre to exercise the author's moral rights to the Work by authorising the Centre to decide when the Work will be disseminated for the first time.
 7. The Participant shall not be entitled to remuneration for the use of the Work on each separate field of exploitation specified in the Agreement.

8. If there are new fields of exploitation, the Participant undertakes to extend, at the Centre's request, the fields of exploitation specified in the Agreement for additional remuneration to be agreed upon by the Parties.
9. The annex to the Agreement that will extend it to include new fields of exploitation will be signed within 7 days from the dates the Centre makes such request, provided that the other provisions of the Agreement remain unchanged.
10. The Participant undertakes not to use the Work or its derivative works during the performance of any type of work for other entrepreneurs or persons (associations, foundations, etc.) that are engaged in a business activity within the meaning of the applicable provisions of law.
11. The Participant shall retain the right to use the Work by recording, multiplying, and by publishing it and also publishing its images (photographs, renditions, etc.), by introducing it into computer memory – as his own work for the marketing or promotion purposes of the Participant or of the authors/creators of the Work (in publications, bids, on websites and otherwise or in another form publicly or privately); this right is free of charge, unlimited in time and territorially.
12. In the event that the Centre expresses an interest in obtaining a license for the exclusive performance of the related rights in the Work which would specifically cover the right to modify the Work in whole or in part by the Centre or a third party and to use such modifications of the Work, the Parties may proceed to negotiate in good faith the conditions under which such license will be granted in a separate agreement, which would set the scope of modification of the Work and the remuneration to be paid on this account.

§ 5

Remuneration

The Participant shall not be entitled to remuneration other than the prize awarded for the Competition Entry on account of the assignment of the author's proprietary rights to the Work pursuant to the rules provided for in section 4 above.

§ 6

Confidentiality

The Parties undertake not to disclose to third parties any information concerning the entry into and the performance of this Agreement.

§ 7

Amendments

For any amendments to this Agreement to be valid, they have to be made in writing.

§ 8
Notifications

For any notifications, requests or representations required under this Agreement to be valid, they have to be delivered in writing to an authorised representative of the Parties to this Agreement personally, by registered letter, courier mail, fax or e-mail. Notifications will be considered duly made on the day of acknowledgement of receipt of the notice delivered in one of the ways described above.

§ 9
Miscellaneous Provisions

1. In matters not regulated by this Agreement, the provisions of the Polish Act on Copyright and Related Rights of 4 February 1994 (Journal of Laws No. 24, item.83 as amended), the Building Law and the Polish Civil Code and other generally applicable provisions of law shall apply.
2. This Agreement was drawn up in two identical copies, one for each Party.
3. This Agreement shall enter into force on the day it is signed.

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For the Centre

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For the Participant