

## CONTRACT

Concluded on .....in Poznan between :  
Center of the Cultural Tourism "TRAKT", located at Gdanska 2 street, 61-123 Poznan, represented  
by .....hereinafter referred to as the "**Institution**"

and

.....,  
hereinafter referred to as the "**Contractor** "

Hereinafter referred to as the "**Sides**"

according to art.4, point 8 of the law from January 29, 2004 – Public procurement law (Dz.U 2007,  
nr 223, position 1655 with amendments)

### & 1

#### Subject of the contract

- 1 The **Institution** commissions and the **Contractor** commits to execute a project called..... selected during the recruitment for experimental residences Strowie/Islets hereinafter referred to as **Project** which includes:
  - a) The execution of the author`s work from the area of.....
  - b) Presentation of the author`s work project mentioned in &1, point 1a) till .....
  
2. As part of the implementation of the agreement the **Contractor** will do the following:
  - a) Develop an original concept of the project called .....
  - b) Create descriptions of the project, necessary for promotional and documentation purposes
  - c) Execute and implement the work project till .....  
According to schedule contained in attachment 1 to the Contract Agreement
  
- c) The **Contractor** commits( himself/herself) to adapt and to implement the project work on the Porta Posnania premises during the final event.

### §2

#### Detailed description of the subject of the contract

Contract performance includes :

1. Preparation of the author`s concept design as part of Strowie/Islets residences
2. Preparing a list of equipment and supplies needed to implement the Work Project
3. Presenting the **Institution** with the work progress reports in the form of fragments of the Project.
4. Cooperation with the **Institution** in order of the correct **Project** implementation.
5. Coordination of the course of the project works.
6. One-time execution of the **Project** within the timeframe described in attachment 1 to the contract agreement.
7. Forwarding of the visualization, photographs and other elements of the **Project** to the **Institution** for the promotional and documentation purposes.

### § 3

#### **Contractor`s general duties**

1. The **Contractor** commits and assures the completion of the Project in accordance with the artistic standards required to create such work.
2. The **Contractor** commits to informing the **Institution** about all problems and obstacles connected with project`s implementation.
3. The **Contractor** commits to collaboration with the entities designated by the **Institution** in terms of technical, substantive and formal support.
  
4. The **Contractor** commits to implement the project in a manner which does not permanently interfere in the architecture of the Porta Posnania building.
  
5. The **Contractor** commits to actively participate in media promotional activities (press conference, radio broadcasts, television shows etc) at the place and at the time indicated by the **Institution**, in the area of Poznan, during contract implementation.

### § 4

#### **Buyer`s general duties**

1. **Institution** declares that he/she acknowledges the **Contractor`s** right to free expression of their creative vision.
2. The **Institution** commits to substantive, formal and technical support of the **Contractor**
  
3. The **Institution** commits to supplying the **Contractor** with technical equipment necessary to project implementation, described in the equipment and supplies index included as an attachment nr 2 to the contract agreement. The cost of the supplies will be covered by the **Institution** according to the negotiations with the **Contractor**.
  
4. The **Institution** declares that they assume the obligation to insure, protect and provide a safe environment for the audience and the public participating in the final event of the project.

### § 5

#### **Principles of cooperation**

1. The **Contractor** is obligated to current consultations with the Buyer especially in order to obtain the acceptance of work stages of the project preparation.
2. The **Institution** reserves the right to request information from the Contractor about the progress of the project including the right to express opinions on current effects of the Contractor`s work.
3. The **Institution** reserves the right to complain about the materials submitted as part of each stage described in the timetable, within 2 working days from the receiving date.
4. The **contractor** is obligated to consider the complaints within 3 days from their mailing or to propose other solutions to the **Institution** .
5. Contact person for the **Institution** is: Anna Adamowicz, [Anna.adamowicz@trakt.poznan.pl](mailto:Anna.adamowicz@trakt.poznan.pl) . tel. ....

## & 6 Copyrights

1. The **Contractor** declares that he/she reserves exclusive personal and material rights to the project which is free of legal error.
2. The **Contractor** reserves the right to use the received documentation for preparing and publication of personal portfolio as well as in publications concerning his/her works.
3. The **Contractor** commits to fully satisfy all the damages sustained by the **Institution** in connection with any possible claims by the third party of copyright infringement and infringement of personal rights of the third party free of charge as implementation of this agreement.
4. At the moment of delivery the **Contractor** transfers the copyrights of the Project in terms of use, ordinance, exploitation wages to the **Institution** free of charge as described in point 5.
5. The project may be used without time and territory constraints , i.e. it refers to both the territory of Poland as well as to the territories of other countries and without the possibility of contract termination by the author in all the exploitation fields known at the signing of the contract especially including but not limited to :
  - a) recording and reproduction of the project – permanent and temporary entering into the computer memory, producing the copies of the project by specific techniques including print, reprographics, magnetic recording, digital technique and all others allowing to produce unlimited amount of the project known at the time of delivery.
  - b) Distribution of the Project: public showing, screening as well as public access in a way to make it accessible to everyone at the place and time chosen by the **Institution**.
  - c) Using and distribution of the entire project or its fragments (parts) and its image including print and electronic materials, press publications, publisher houses, electronic publications and in other channels of communication as in internet, radio, television and cellular networks.
  - d) Publishing and visualization of the Project in any media and with using of any technical means as well as an unlimited number of copies
  - e) wireless and cable broadcasting
  - f) public showing
- g) The **Contractor** grants the **Institution** an irrevocable permit to perform work subsidiaries in relation to the project as well as permit to perform works in relation to third parties, in particular the **Institution** can:
  - use the fragments
  - adapt, reproduce and introduce changes, processing and modifications of the entire or partial project as well as capture and reproduce, distribute and implement such modified project. The

reservation being that the **Contractor** does not grant permission to create caricatures or other changes that could harm the good image of the **Contractor**.

## **§ 7 Deadlines**

Detailed deadlines for project implementation are defined in attachment nr 1 to the contract agreement.

## **§ 8 Compensation**

1. The **Contractor** is entitled to total compensation for project implementation and transfer of copyrights within terms defined by the contract in the amount of .....PLN Gross ( enter words:..... PLN Gross)
2. The compensation salary will be paid after the project is finalized.
3. The basis for the invoice issued by the **Contractor** will be the receiving protocol of the next stage of project implementation confirming its correct execution.
4. The invoice will be paid by the **Institution** through transfer of funds to the Artist`s bank account within 14 days - starting from the date of the reception of the invoice issued by the Artist.
5. Payment date is considered by the **Sides** as the day of direct debiting of the **Institution`s** account.
6. In case of failure to implement the project within the deadlines defined in &7 of this agreement, the **Contractor** loses the right to compensation salary.

## **§ 9 Penalties**

1. The **Contractor** will pay penalties to the **Institution** in the following cases and circumstances:
  - a) in case of a delay to implement a stage and subject of the contract, in the amount of 1% of the contractual salary Gross which is described in &8 , # 1, for each day of the delay.
  - b) in case of the withdrawal from the contract by any of the sides for reasons attributable to the **Contractor** in the amount of 20% of the contract value described in &8, #1
2. The **Institution** will pay the **Contractor** a contractual penalty of 10% of the amount described in &8 # 1 in case of an unjustified withdrawal from the contract.
3. In case when the contractual penalties do not cover the damages the sides can claim compensation in general terms.

**§ 10**  
**Final Provisions**

1. All changes and text supplements to the contract can be made only in the written form as an annex signed by both sides otherwise being null and void.
  
2. Any possible disputes arising in connection with implementation of this contract shall be settled amicably by the **Sides** and in case of disagreement the Sides shall submit them for resolution to a competent Court in the city of Poznań.
  
3. The above contract has been drawn in three copies in Polish (English) one copy for the **Contractor** and two copies for the **Institution**

**Institution**

**Contractor**