

CONTRACT FOR SPECIFIC WORK NO.
with simultaneous transfer of economic copyright

entered into in on by and between:

The Contemporary Art Gallery in Opole, whose registered office is at pl. Teatralny 12, Opole, operating under the Statute granted to it by the City Council of Opole by way of Resolution No. XXXVII/572/13 of 31 January 2013, Taxpayer ID No.: 754-10-96-274, REGON Statistical No. 530555207, represented by:

Anna Potocka – Managing Director
Elżbieta Dworzańska – Chief Accountant
hereinafter Customer

and

Mr/Ms

holder of identity card No., residing at

Personal ID No. (PESEL):

hereinafter Contractor.

The Contractor's details necessary for tax purposes are contained in the Contractor's declaration attached as an appendix hereto.

§ 1

The Customer hereby engages the Contractor, and the Contractor hereby agrees, to perform artwork (hereinafter Work) consisting in

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.....
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§2

1. The Contractor hereby declares that he is properly qualified to perform the work hereunder at the highest level, in a diligent and conscientious manner, in accordance with the relevant standards and norms and in line with the purpose for which this Contract has been concluded.
2. The Contractor hereby declares that the Work shall be the result of his original creative efforts and shall not infringe upon any third party rights. The Contractor further declares that the Work has never been publicly distributed or made available through any communication or distribution media.
3. If any declarations made in connection with this Contract prove to be false or any legal defects of the Work are revealed, the Customer shall have the right to withdraw from this Contract or request that the fee already paid be refunded together with interest in the statutory amount for the period from the date of fee payment to the date of such refund.
4. The Contractor hereby undertakes to:
 - a) perform this Contract in a timely manner,
 - b) provide the Customer with access to the Work being executed at each stage of its execution.

§ 3

1. The Work to be executed hereunder constitutes a work within the meaning of the Act of 4 February 1994 on copyright and related rights.
2. The Contractor hereby declares that the Work is an original work, that he is the author of the work and that his copyright to the Work is not limited for anyone's benefit.
3. The Contractor hereby transfers to the Customer, and the Customer hereby acquires as part of the fee specified in § 5(1) below, the economic copyright to the Work to be executed, which shall not be subject to any time or territorial restrictions, in the following fields of exploitation:
 - a) recording the Work and making copies thereof using any technology, which shall include its entry into the memory of a computer or any other device,
 - b) trading in the original or any copies of the Work, which shall include the marketing, lending for use or renting of the original or such copies,
 - c) distribution of the Work in a manner other than that described above, i.e. public performance, exhibition, showing, playing back and broadcasting or re-broadcasting, including through wired or wireless video or audio systems, through terrestrial stations, via a satellite, in cable networks, by means of telecommunication, multimedia or other communication systems, with or without encryption, in an open or closed circuit, using any technology, system or format, with or without the possibility of recording, including in text messaging, multimedia, Internet, telephone or telecommunication services, as well as making the Work publicly available in such a way as to ensure that everyone can have access to it at the time and place of their choice,
 - d) utilisation of the Work in the Customer's promotional activities by the Customer on his own or together with other entities, including the recording or displaying of the Work on websites, business cards, posters, in advertisements, on notice boards or as part of other techniques and markings relating to the Customer's promotional or advertising activities.
4. The economic copyright to the Work shall be assumed by the Customer upon the payment of the fee specified in § 5(1) below.
5. The Contractor hereby permits the Customer to make any changes or alterations to the Work, which shall include using the whole Work or any part thereof and combining with it other works.
6. As part of the fee specified in § 5(1) below, the Contractor hereby permits the Customer to make and use derivative works based on the Work within the scope of the fields of exploitation as listed in Subclause 3 above (exercise of derivative copyright).

§ 4

1. The execution of the Work shall commence on
2. The Work shall be completed by
3. If it is impossible to commence, continue or complete the Work as scheduled, the Contractor shall immediately notify the Customer of such an obstacle.
4. In a case as specified in Subclause 3 above the Customer shall have the right to:
 - a) withdraw from this Contract,
 - b) entrust the further execution of the Work to another contractor,
 - c) change the Work completion deadline.
5. The Customer shall immediately notify the Contractor about his decision.

§ 5

1. In consideration of the execution of the Work hereunder and the transfer of the economic copyright referred to in § 3 above, the Contractor shall receive a gross fee of PLN (say:).
2. The fee specified in Subclause 1 above shall cover, in addition to the transfer of economic copyright and the exercise of derivative copyright, all of the activities as specified in § 1 above and all of the Contractor's expenses incurred by him in connection with the performance of this Contract.
3. The fee shall be payable after acceptance by the Customer of the Work executed or an agreed part thereof. Payment shall be made by credit transfer to the bank account named by the Contractor within 30 days from the submission of a validly issued invoice by the Contractor.
4. An invoice form is attached as an appendix hereto.

§ 6

To be valid, any amendments hereto must be made in writing.

§ 7

In the case of any disputes, the court of competent territorial jurisdiction shall be the court having jurisdiction over the Customer's registered office.

§ 8

This Contract has been executed in two identical counterparts, one for each party.

CUSTOMER

CONTRACTOR