Annex No. 4 to the Rules of the Competition for the Design of a Logo Commemorating the 80th Anniversary of the Establishment of Diplomatic Relations between Poland and Ethiopia.

AGREEMENT ON THE TRANSFER OF ECONOMIC COPYRIGHT

concluded in …….. on .....

by and between:

the State Treasury of the Republic of Poland – the Embassy of the Republic of Poland in the Federal Democratic Republic of Ethiopia, with its registered office in Addis Ababa at Dej. Belay Zeleke Road, House No. 583, Gulele Sub-City, Kebele 08, P.O. Box 27207, Postal Code 1000, represented by Ms Ilona Korchut, Chargé d'Affaires a.i. of the Republic of Poland – Head of Mission,

and

Ms/Mr ……,

residing in …… (postal code ……),

at ……,

Tax Identification Number (NIP) …… (if applicable), PESEL …… (if applicable),

holder of identity card (number and series) / passport (number and series) / other identity document (please specify the type and number and series) ……,

issued in …… by ……,

hereinafter referred to as the "Author",

hereinafter jointly referred to as the "Parties",

as follows:

§ 1

The Author represents and warrants that they are the sole creator of the work consisting of a graphic sign design submitted as a competition entry in the competition entitled "Logo Competition commemorating the 80th anniversary of the establishment of diplomatic relations between Poland and Ethiopia", organised by the Embassy of the Republic of Poland in the Federal Democratic Republic of Ethiopia (hereinafter the "Competition"), being a logo in vector format (hereinafter the "Work"), and that they hold all economic copyright and moral rights in the Work.

§ 2

1. The Author declares that, in view of the award granted to the Work in the Competition pursuant to the Competition Rules, upon conclusion of this Agreement the Author hereby assigns, free of charge, to the Embassy of the Republic of Poland in the Federal Democratic Republic of Ethiopia, free from any restrictions arising from third-party rights:

1) the economic copyright in the Work in the following fields of exploitation:

a) public performance, exhibition, display, playback, broadcasting and rebroadcasting by any means;

b) making the Work available to the public in such a manner that members of the public may access it from a place and at a time individually chosen by them;

c) storing the Work in computer memory and placing it on open and closed information and communications networks;

d) transmission by audiovisual or audio means; communication through computer networks, including the Internet, in any standard, system or format;

e) fixation and reproduction in any form, on any information carrier and in any number of copies;

f) fixation and reproduction by any technique;

g) making available the original and copies on which the Work has been fixed;

h) making alterations, adaptations, abridgements and translations of the Work.

2) the right to authorise the exercise of derivative copyright in respect of the subject matter of this Agreement.

2. The Author represents and warrants that the use of the Work does not and will not infringe any third party's economic copyright, moral rights or legally protected personal interests.

3. The assignment of economic copyright in the Work and of the right to authorise the exercise of derivative copyright therein shall be unrestricted as to territory and duration. The Embassy may use the Work worldwide, in all media and in all the fields of exploitation listed above, for the entire term of protection of the economic copyright. The Embassy shall be entitled to grant licences to third parties to use the subject matter of this Agreement on terms determined by the Embassy, and to assign to third parties the economic copyright in the subject matter of this Agreement and the right to authorise the exercise of derivative copyright therein.

4. The Author undertakes vis-à-vis the Embassy not to bring any claims against it concerning the manner in which the Work is used.

5. The Author declares the gross value of the economic copyright to be …… USD (in words: ……) / or …… PLN (in words: ……).

6. Should any third party bring a claim against the Embassy for infringement of that party's copyright arising from the Embassy's use of the Work within the scope specified in this Agreement, the Embassy shall promptly notify the Author thereof, and the Author undertakes to assume liability in respect of such claims.

§ 3

1. The Author shall keep confidential vis-à-vis third parties all information concerning the Embassies and all information obtained in connection with the performance of this Agreement, and may use such information solely for the purpose of performing the subject matter of this Agreement.

2. The Author may be released from the obligation referred to in paragraph 1 only with the Embassy's written consent.

3. The obligation referred to in paragraph 1 shall not apply to information that is publicly available or to information requested by competent authorities, insofar as those authorities are entitled to request such information under applicable law.

§ 4

1. The Embassy undertakes to protect the Author's personal data provided in connection with the conclusion and performance of this Agreement in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter the "GDPR"), and other applicable provisions of law.

2. The information concerning the processing of the Author's personal data by the Embassy, provided in fulfilment of the information obligation under Article 13(1) and (2) of the GDPR, is set out in Annex 6 to the Competition Rules.

§ 5

Matters not regulated by this Agreement shall be governed by the provisions of the Polish Civil Code and the Polish Act on Copyright and Related Rights.

§ 6

Any disputes arising in connection with the performance of this Agreement shall be resolved amicably by the Parties or, where an amicable resolution is not possible, shall be submitted to the competent court having jurisdiction over the registered office of the Ministry of Foreign Affairs of the Republic of Poland. This Agreement has been drawn up in accordance with the laws of the Republic of Poland.

§ 7

This Agreement has been executed in four copies: two in English, one for each Party, and two in Polish, likewise one for each Party. In the event of any doubt as to interpretation, the Polish-language version shall prevail.

§ 8

This Agreement shall enter into force on the date on which it is signed by the last of the Parties.

……	……
Author	Chargé d'Affaires a.i. of the Republic of Poland