

## PROVISIONS OF THE AGREEMENT ESSENTIAL FOR THE PARTIES

### § 1.

#### Subject Matter of the Agreement

1. The Contractor shall perform, for the benefit of the Ordering Party, the work in the form of a short film made on the basis of a concept submitted as part of a competition procedure (hereinafter referred to as "Film Concept Description") and according to the objectives indicated in the Terms and Conditions of the Film Competition, as constituted in Appendix 1 hereto (hereinafter referred to as "**the Work**"), and to transfer the copyright to the Work under the terms and conditions defined in the Agreement, whereas the Ordering Party shall pay the Contractor the remuneration defined in § 3 of the Agreement.
2. The Work shall constitute a work within the meaning of Art. 1 of the Act on Copyright and Related Rights of 4 February 1994 (i.e. Dz. U. [Journal of Laws] of 2017, item 880).

### § 2.

#### Work deadline and acceptance

1. The Contractor shall perform and deliver the Work to the Ordering Party in line with Sec. 2 below by 11 January 2021, however, the Contractor shall submit the Work to the Ordering Party in the following parts:
  - a) Stage 1 – film shooting treatment that was created on the basis of a competition proposal and a description of the film imagery must be submitted by 15 March 2020. The Museum is obliged to submit corrections within 7 working days. The Contractor is obliged to apply the corrections within 7 working days. The Museum is obliged to refer to the corrections within 7 working days or in the case of lack of comments, to accept the shooting treatment and the film imagery.
  - b) Stage 2 – a rough-cut version of the film must be submitted by 15 September 2020. The Museum is obliged to submit corrections within 7 working days. The Contractor is obliged to apply the corrections within 7 working days. The Museum is obliged to refer to the corrections within 7 working days or in the case of lack of comments, to accept the film by 15 October 2020.
  - c) Stage 3 – the winners shall send films in a fine-cut version by 15 December 2020. The Museum is obliged to submit corrections within 5 working days. The Contractor is obliged to apply the corrections within 5 working days. The Museum is obliged to refer to the corrections within 5 working days or in the case of lack of comments, to accept the Work.
2. The Ordering Party shall accept each stage of the order completion. The Contractor shall have the right to withdraw from the Agreement with effect for the future if the Ordering Party fails to accept the Work as referred to in § 2(1)(1) herein. In such a case, the Contractor shall not be entitled to any instalments that have not been paid yet. The Contractor shall be entitled to withdraw from the Agreement each time within 30 days of receiving information on lack of acceptance of a given stage of the Work. The withdrawal shall be documented, otherwise being null and void, and may be sent to the e-mail address of the Ordering Party.
3. The acceptance of each stage of the Work shall be made electronically, by sending the Work to the e-mail address: [filmcall@polin.pl](mailto:filmcall@polin.pl) in the form of a password-protected link redirecting to vimeo or any other platform of this type with a short text document in English explaining what stage the film is at, what it still lacks, e.g. that music or captions have not been added, etc.

4. The acceptance of a complete Work shall be made by sending the Work in the Apple ProRes HQ format on an external drive to the address: POLIN Museum of the History of Polish Jews, Anielewicza 6, 00-157 Warsaw, Poland, together with a written translation of subtitles into English in an editable file. Submitting the Work in a format other than the one referred to in the preceding sentence shall be deemed as improper performance of the subject matter of the Agreement.
5. The Ordering Party shall be entitled to make comments or reservations with respect to each stage of the Work created, as well as to the finished Work; in such a case, the Contractor is obliged to consider the comments of the Ordering Party within 7 days from the date of receiving such comments, unless the parties agree on a different period; however, the deadline shall be arranged on a working basis and the additional time frame shall not be longer than 14 days.
6. Failure to deliver the improved Work by the deadline arranged in line with Sec. 3 above shall be considered non-performance of the Agreement and shall result in withdrawal from the Agreement and cessation of the payment of subsequent tranches of remuneration.

### **§ 3.**

#### **Remuneration**

1. In exchange for due performance of the Agreement, the Ordering Party shall pay the Contractor a flat-rate remuneration of PLN ... gross (in accordance with the offer placed), including remuneration for the transfer of the copyright to the Work of PLN 1,000 (one thousand zlotys) gross.
2. The remuneration shall be payable in the following tranches:
  - 1) 10% of the amount of the award after the acceptance of the Film Concept Description selected by the competition jury payable after the signing of this Agreement;
  - 2) 75% of the amount of the award after the acceptance of the shooting treatment and film imagery;
  - 3) 15% of the amount of the award after the final acceptance of the Work.
3. The payment of the remuneration referred to in Section 1 above shall satisfy any possible claims of the Contractor under the Agreement, including the amounts due for transferring ownership of copies of the Work and the Film Concept Description and of the author's copyrights to the Work and Film Concept Description in all media covered by the Agreement, granting the right to exercise derivative rights to the Work and Film Concept Description or to allow such derivative rights to be exercised as well as granting the authorizations specified in the Agreement.
4. The remuneration shall be reduced by any and all public commitments, including advances towards income tax and insurance contributions, if such an obligation exists under the provisions of applicable laws.
5. The remuneration shall be paid in three instalments after the acceptance of subsequent parts of the Work, in accordance with Section 2 above within 21 days of the day of providing the Ordering Party with a correctly issued receipt/invoice.
6. The day on which the bank account of the Ordering Party is debited with the amount of remuneration payable to the Contractor shall be considered the date of payment.

### **§ 4.**

#### **Performance of the Agreement**

1. The Contractor shall use their own materials and tools to create the Work.

2. The Contractor hereby asserts that the amount indicated in § 3.1 above is sufficient for the completion of the film in accordance with the Film Concept Description, shooting treatment and in accordance with the objectives indicated in the Terms and Conditions of the Film Competition, as constituted in Appendix 1 hereto.

## **§ 5.**

### **Representations of the Contractor**

1. The Contractor declares that they have the necessary knowledge and experience to perform the Agreement in a due manner.
2. The Contractor undertakes to perform the Agreement with due care, and in a manner that takes into consideration the requirements made by the Ordering Party and the internal regulations applicable at the Ordering Party.
3. The Contractor hereby undertakes to immediately notify the Ordering Party about any change in their data, including the commencement, suspension, and closure of their business activities.
4. The Contractor represents that they have complete copyright to the Work and that author's moral rights and copyrights to the created Work shall not be in any way limited by any third party and their transfer to the Ordering Party shall not in any way infringe upon the rights of third parties. The Contractor also represents that the Work shall not be publicly distributed or made available via any measures whatsoever before the day it is submitted to the Ordering Party.
5. If the representations referred to in Sec. 5 above are irregular or the Work features legal defects, the Museum shall be entitled to withdraw from the Agreement no later than 14 days from the date of occurrence of the basis for the exercise of that right or to request the return transfer of the remuneration with statutory interest for late payment from the date of payment until the date of return of the remuneration. In each case specified in this paragraph, the Museum shall also be entitled to pursue loss remedy to the full extent.

## **§ 6.**

### **Contractual penalties**

1. In the case the Contractor fails to perform the Agreement within the dates set out in §2.1 (a), (b) and (c), the Museum shall be entitled to demand from the Contractor a contractual penalty of 0.5% of gross remuneration for each day of delay.
2. If the contractual penalty referred to in Sec. 1 above amounts to 50% of the gross remuneration, the Museum shall have the right to withdraw from the Agreement within 14 days from the date on which it learns about the reason allowing it to exercise its right of withdrawal.
3. In the event of withdrawal from the Agreement referred to in Sec. 2 above, the Museum shall have the right to charge a contractual penalty of 20% of the total remuneration.
4. If the contractual penalty referred to in Sec. 3 has been charged, the contractual penalty referred to in Sec. 2 shall not apply.
5. The Museum shall have the right to pursue compensation in excess of the contractual penalties.

## **§ 7.**

### **Copyright**

1. Upon the conclusion of this Agreement, the Contractor shall transfer to the Ordering Party the proprietary copyright to the Film Concept Description, unlimited in time or territory, for use on all media, as indicated in Sec. 2 below. The provisions of sections 3–5 shall apply accordingly.

2. Upon the acceptance of the Work or a part of the Work, regardless of the manner and stage at which a given part has been recorded, the Contractor shall transfer to the Ordering Party the copyright to the Work or a part of the Work, unlimited in time or territory, for use on all media, in particular:
  - 1) as regards recording and reproducing – production, by any technique, of an unlimited number of copies of the Work, using a printing, reprographic, audiovisual, magnetic, digital, computer, or any other technique, also in the form of audiobooks and e-books;
  - 2) as regards trading in the original or copies of the recorded Work – market placing, lending or renting, storing in computer memory, sending via a multimedia network, including the Internet;
  - 3) as regards dissemination by other means – public performance, displaying, showing, playing, broadcasting and re-transmission, including via the Internet, on the radio and television, as well as making them available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them.
3. The Contractor shall allow for the exercise of derivative rights to the Work and shall transfer to the Ordering Party the right to exercise the derivative rights to the Work – within the scope comprising any development of the Work (including translations, alterations, reworkings, shortenings, adaptations, compilations with other works, and sequels) as well as making use and dispositions of the results of such development on media specified in Section 1.
4. The Contractor shall authorise the Ordering Party to exercise the copyrights to the Work on their behalf, including making the following decisions: on the manner of identifying the Work with the name of the Contractor or on making them available anonymously, on the integrity of the content and form of the Work and their proper use, on making the work available to the public for the first time, and on the supervision over manner of use of the Work. The Contractor shall not exercise their author's moral rights with respect to the Work.
5. The Ordering Party shall not be obliged to disseminate or use the Work.
6. The Ordering Party shall be entitled to submit the Work to film festivals and film shows.

## **§ 8.**

### **Processing of personal data**

1. The Museum hereby declares that the Contractor's personal data, including their first name, last name, place of residence, PESEL (Personal Identification Number), and bank account number will be processed by the Museum acting in the capacity of the personal data controller, in accordance with the provisions of the Act of 10 May 2018 on personal data protection (Journal of Laws of 2018, item 1000), the GDPR as well as other generally applicable laws in order to fulfil the obligations under the Agreement, including the payment of the remuneration to the Contractor. The personal data referred to above will be processed by the Museum for the duration of the Agreement and for the period of prescription of any claims under the Agreement.
2. The Contractor's personal data shall be processed on the basis of Art. 6.1(b) of the GDPR.
3. The provision of personal data is voluntary, but it is necessary for the conclusion and performance of the Agreement, and the Contractor shall have the right to access the contents of personal data and to amend, rectify, and erase them, restrict their processing, and object to their processing. In addition, the Contractor shall have the right to lodge a complaint with the supervisory authority competent for data processing.
4. The Contractor's personal data shall not be transferred to a third country.

5. The Data Protection Officer can be contacted by phone at +48 22 4710341 or e-mail: [iod@polin.pl](mailto:iod@polin.pl).
6. The recipients of the Contractor's personal data, in connection with and in order to perform the Agreement, may include the following:
- a) suppliers of IT systems and IT services;
  - b) entities that provide the Museum with service quality studies, recovery of claims, as well as analytic services;
  - c) postal operators and couriers;
  - d) operators of electronic payment systems and banks, in the scope of execution of payments;
  - e) bodies authorised by law to receive the Contractor's personal data.
7. The Contractor hereby agrees for their personal data included herein to be made available pursuant to the Act.
8. The Contractor hereby declares that they are aware of the fact that the provisions of this Agreement, and in particular its subject matter and the amount of remuneration due, constitute public information within the meaning of Art. 1 Sec. 1 of the Act of 6 September 2001 on Access to Public Information (i.e. Journal of Laws of 2016, item 1764), which is subject to disclosure pursuant to the provisions of the above-mentioned Act.

#### **§ 9.**

##### **Personal data of the Museum staff**

1. Should the Museum provide the Contractor under this Agreement with the personal data of the Museum's employees and associates, to the extent necessary to perform the Agreement, the Contractor shall process the personal data provided by the Museum as regards: first name, last name, telephone number, and e-mail address only for the proper performance of the Agreement in accordance with the Act, the GDPR, and other generally valid provisions of the law.
2. The Contractor shall protect personal data against disclosure or making them available to unauthorised persons. In order to ensure the implementation of the Agreement, the Contractor shall disclose personal data only to persons authorised in writing who are employees or contractors of the Museum.
3. The Contractor shall bear all liability for damage caused to the Museum, its employees or contractors and third parties in connection with the processing of personal data.
4. In the event the Agreement expires for any reason, within 7 days from the day when the Agreement's validity ends the Contractor shall permanently delete any records made in connection with or in the course of performance of the Agreement containing personal data of the Museum's employees or associates in a manner provided for by law. The Contractor shall have the right to retain a copy of the information containing personal data provided by the Museum only when it is required by law or decision/ruling by an authorized body. Such data must be destroyed/erased/anonymized by the Contractor after the purpose for which they are retained has expired.

#### **§ 10.**

##### **Assignment**

The Contractor shall not be entitled to transfer any rights or obligations under this Agreement to any third parties without obtaining a written consent from the Museum first.

**§ 11.**

**Final Provisions**

1. Any amendment to this Contract must have a written form, otherwise being null and void.
2. In all matters not regulated hereunder, relevant provisions of the Civil Code shall apply.
3. Any disputes that may result from the present Agreement shall be settled by the Parties before a common court having jurisdiction over the seat of the Museum.
4. This Agreement was drawn up in two copies, one for each of the Parties.

**CONTRACTOR**

**MUSEUM**