

Appendix 2 to the Competition Rules

AGREEMENT ON THE TRANSFER OF AUTHOR'S ECONOMIC RIGHTS

concluded on in Krakow by and between:

the **Małopolska Region**, with its seat in Krakow (31-156), 22 Basztowa St., postal address: 56 Raclawicka St., 30-017 Krakow, TIN: 676-21-78-337, REGON: 351554287, represented by the Executive Board of the Małopolska Region, with its seat in Krakow, represented by

hereinafter referred to as 'Małopolska Region';

and

.....,

represented by:

.....,

hereinafter referred to as 'Competition Participant';

hereinafter jointly referred to as the 'Parties'.

which shall read as follows:

§1

1. The subject of this agreement is the transfer by the Competition Participant to the Małopolska Region of author's economic rights to the Competition Work which was recognised by the Competition Jury as the best one - with regard to the building or the complex of buildings of the K. Szymanowski Philharmonic in Krakow, submitted by the Competition Participant within the International, two-stage, architectural and urban competition for the development of a concept of the new seat of the K. Szymanowski Philharmonic in Krakow, hereinafter referred to as 'Competition'.
2. Whenever this agreement refers to an 'Investment Project', this shall be understood to mean the building or complex of buildings of the new seat of the K. Szymanowski Philharmonic in Krakow.

§ 2

1. Upon concluding this agreement, the Competition Participant shall transfer to the Małopolska Region the author's economic rights to the Work, i.e. the Competition Work that was deemed the best by the Competition Jury - with regard to the design of the building or the complex of buildings of the new seat of the Philharmonic in Krakow.
2. The transfer of rights referred to in paragraph 1 entitles the Małopolska Region to use the Work, without territorial or time limitations, in the following fields of exploitation:

- a) recording and reproduction using any technique on any medium, on any scale, for the purpose of any media, and in particular in the form of printed publications, charts, light-sensitive tape, magnetic tape, computer disks and all types of media intended for digital recording;
 - b) inclusion and use in all materials of the Małopolska Region or an entity designated by the Małopolska Region, for whatever purpose;
 - c) placing on the market, lending or renting the original or copies;
 - d) exhibiting, displaying, reproducing as well as making available to the public and disseminating on the Internet;
 - e) entering content into own databases, either in original form or as excerpts or elaborations (abstracts);
 - f) for use in the preparation of elaboration and materials, and new works, including multimedia works - for information, promotion and publication purposes;
 - g) for adaptation for the purpose of drafting foreign language versions;
 - h) using in multimedia works;
 - i) marketing at home and abroad;
 - j) broadcasting as video via a cable connection or a wireless station, broadcasting via a satellite.
3. The Contest Participant shall retain the moral rights that protect the creator's relationship with the work, which is unlimited in time and not subject to waiver, subject to the provisions of this agreement and without prejudice to the rights transferred by the creator under this agreement, and in particular the Contest Participant warrants that it will not object to the following activities:
- a) deciding on making available for the first time;
 - b) deciding on the inviolability of the form and content of the work and its fair use (integrity);
 - c) deciding on the supervision of the use of the Work.
4. The Competition Participant warrants that he or she will not terminate the agreement or revoke his or her commitment or consent in the scope referred to in paragraph 3 above. In the event of a breach of the provision referred to in the preceding sentence, the Competition Participant shall be liable for damages and shall be obliged to return the Prize received and to pay a contractual penalty to the Małopolska Region in the amount of PLN 20,000.
5. The transfer of rights referred to above shall not restrict the Competition Participant in the use of the Work from the moment of signing of the agreement between the Parties for the performance of the Design Documentation being a detailed elaboration of the Competition Work. The Competition Participant shall also be entitled to use the Competition Work for his or her own documentation and presentation of his or her achievements.

§ 3

1. The Competition Participant declares that:
 - 1) he or she is entitled to exclusive and unrestricted property rights to the Work;
 - 2) may dispose of the author's economic rights in the Work to the extent necessary for the conclusion and performance of this agreement;
 - 3) the use by the Małopolska Region of the Work shall not infringe any third-party rights, including the author's economic rights and moral rights of third parties;
 - 4) the Work is not an elaboration, reworking or adaptation of another person's work.
2. The Competition Participant also declares that he or she has obtained the statements referred to in sec. 2(5) and all authorisations to exercise and permit the exercise of related rights to the Competition Work from the persons in whom they are vested - in the scope enabling the Małopolska Region to use the Competition Work.
3. The Competition Participant shall be responsible to the Małopolska Region for any legal defects in the Work, and in particular for any possible claims by third parties arising from an infringement of intellectual property rights in the Work or any part thereof or in connection with the creation of the Work.
4. In the event of claims being made against the Małopolska Region by third parties for infringement, as a result of the use by the Małopolska Region of the Work within the scope specified in this agreement, of the third parties' copyright, the Małopolska Region shall immediately notify the Competition Participant of this fact.
5. In the situation referred to in paragraph 4, the Competition Participant shall be obliged to cover all costs of legal representation and court costs, and to pay all claims agreed or awarded against the Małopolska Region as well as the costs of an amicable settlement of the case - to the extent that the claim of a third party against the Małopolska Region has been recognised or awarded or the obligation of the Małopolska Region has been agreed. The Competition Participant shall be obliged to cover all expenses that the Małopolska Region will incur in connection with the assertion of claims against it by third parties for infringement of the copyright and any intellectual property rights related to the performance of this agreement.
6. Should claims or other circumstances arise that justify the fear that the Małopolska Region will not be able to use the subject of the agreement (or a part thereof), the Competition Participant shall immediately modify the subject of the agreement at its own cost and risk, so that it does not infringe on the rights of third parties, or present a new architectural and urban design that meets the criteria of the Competition and is free of defects and third party rights. The above does not exclude the Małopolska Region's right to withdraw from the agreement, which it is entitled to under the generally applicable provisions of the Act on copyright and related rights (Journal of Laws of 2025, item 24, consolidated text of 9 January 2025).

§ 5

1. The Competition Participant declares that the transfer of rights referred to in sec. 1(1) of the agreement and the granting of all consents referred to in this agreement shall take place within the Prize received in accordance with the Competition Rules, without separate remuneration.
2. The Competition Participant declares that the value of the author's economic rights in the work referred to in:
 - a) sec. 2 of the agreement amounts to PLN ... gross;
 - b) sec. 3 of the agreement amounts to PLN ... gross;
3. Under this agreement, the Małopolska Region shall acquire free of charge the ownership of the media on which the Work has been recorded, as well as the ownership of an appropriate number of copies of the Work.

§ 6

This agreement shall apply indefinitely from the date of its conclusion.

§ 7

1. Any changes to the agreement must be made in writing in the form of an amending annex or in electronic form signed with a qualified electronic signature, otherwise being null and void.
2. Disputes that may arise in connection with the implementation of the provisions of this agreement shall be submitted to the court of competent jurisdiction for the registered office of the Małopolska Region.
3. The agreement shall be governed by Polish law.
4. The agreement has been drawn up in two counterparts, one for each Party.

MAŁOPOLSKA REGION

COMPETITION PARTICIPANT