

Annex 4 to the study competition for the development of an architectural and urban planning concept entitled
Łobzów Courtyard dated 15.09.2023

Agreement on the transfer of proprietary copyrights in the course of the study competition for the development of an architectural and urban concept of a multifunctional teaching building for the Faculty of Architecture at the Cracow University of Technology

ŁOBZÓW COURTYARD

Study competition for the development of an architectural and urban planning concept of a multifunctional teaching building for the Faculty of Architecture at the Cracow University of Technology:

Agreement on the transfer of proprietary copyrights in the course of the study competition for the development of an architectural and urban concept of a multifunctional teaching building for the Faculty of Architecture at the Cracow University of Technology

concluded on in Krakow, Poland (hereinafter referred to as the "**Agreement**"),
between:

Cracow University of Technology, 31-155 Kraków, 24 Warszawska Str.

NIP 675-000-62-57, REGON 000001560,

hereinafter referred to as the "**University**", represented on the basis of the power of attorney of the Rector of the University of Technology by: The Dean of the Faculty of Architecture and Mrs. / Mr.

.....

student of year of the first-cycle/ second-cycle studies* /
academic teacher* at (university)

.....

.....,

residing in

.....

.....,

holder of an identity card number

.....,

hereinafter referred to as the "**Author**", jointly referred to as the "**Parties**".

§ 1

The Author declares that they are the author of the competition work submitted to the **Study Competition organized by the University for the development of an architectural and urban concept of a multifunctional teaching building for the Faculty of Architecture at the Cracow University of Technology entitled Łobzów Courtyard**, hereinafter referred to as the "**Competition**", and they are entitled to full copyrights, both proprietary and personal, to this work, hereinafter referred to as the "**Study**".

§ 2

1. Upon release of the Study to the University, **the Author** transfers to **the University**, free of charge, without time and territorial restrictions, the full copyright to the Study in the fields of exploitation known at the time of its release to **the University**, in particular, in terms of:
 - 1) recording and reproducing by any technique an unlimited number of copies of the Studies in whole or in part, including printing, reprography, magnetic recording, computer memory and digital technology, as well as in multimedia networks, including the Internet and Intranet, on any data carriers, including preparatory activities for the preparation of copies of the Studies or their recording, as well as through computer printing,
 - 2) marketing the Studies in whole or in part, as well as copies of the carriers on which the Studies were recorded, without limitation as to territory or number of carriers, through distribution in any form and in all types of materials, especially via the Internet and Intranet, as well as publication in the form of a printout,
 - 3) disposing of, trading in the originals or copies on which the Studies have been recorded in whole or in part, including placing on the market, lending or renting these originals or copies

- 4) trading in the originals or copies on which the Studies have been recorded in whole or in part, including placing on the market, lending or renting these originals or copies,
 - 5) using the Studies in whole or in part to produce advertising and promotional materials, strategies, concepts, plans, etc., and disseminate them, including, in particular, in messages intended to inform or promote,
 - 6) making available in public procurement procedures as part of the specifications of the essential terms of the contract and to entities participating in the investment process,
 - 7) translation of Studies in whole or in part, in particular into foreign languages, and in the scope of changing and rewriting for another type of record or system,
 - 8) public presentation of the Studies in whole or in part, including at exhibitions, in the mass media, in publications and information, advertising and promotional materials,
 - 9) making the Studies available to the public in whole or in part, in such a way that anyone can access them at a place and time of their own choosing, in particular on the Internet.
2. **The Author** transfers to **the University**, free of charge, the right to consent to the performance of derivative works. **The Author** transfers to **the University**, free of charge, the exclusive right to dispose of the Studies in the fields of exploitation specified in section 1. **The Author** grants **the University**, free of charge:
- 1) permission to exercise derivative copyrights on any development of the Study (or its individual elements), i.e. the right to use and dispose of such development, in the fields of exploitation indicated above - in section 1 and to the extent of all rights acquired by the **University** pursuant to the provisions of this section;
 - 2) the exclusive right to authorize the exercise of derivative copyrights to any development of the Study (or its individual elements), i.e. the right to authorize the use and disposal of such developments in the fields of use indicated above – in section 1.
3. **The Author** declares that the conclusion and performance of this Agreement do not require permits from third parties and do not violate the rights of third parties. In particular, **the Author** guarantees that on the date of release of the Studies to **the University**, the **Author's** economic copyrights indicated in sections 1 and 2 of the contract will not be limited in anything and by anyone, will be free from legal defects, and will not violate the property rights or personal rights of third parties.

§ 3

1. **The Parties** jointly declare that this Agreement does not imply an obligation to use the Studies issued by the **Author**, including the obligation to disseminate them.
2. **The University** ensures that each publication of the Studies will include information about the **Author**.
3. **The Author** is entitled, unlimited in time and territory, to free use of the Studies they have created in the field of presentation of their own artistic and scientific achievements.

§ 4

Upon the release of copies of the Studies, the ownership of the copies of the media on which the Studies were recorded shall pass free of charge.

§ 5

1. All amendments to the Agreement shall be made in writing under pain of nullity.
2. All statements, notices or correspondence related to the Agreement shall be delivered in writing, otherwise being null and void, personally or by registered mail with acknowledgement of receipt to the following addresses of the Parties:

For the University: Cracow University of Technology, Faculty of Architecture, 1 Podchorążych Str., 30-084 Kraków

For the Author:

3. The parties undertake to promptly inform each other of any changes in contact details, or else delivery to the last address indicated shall be deemed effective.

§ 6

1. The Agreement has been drawn up in two identical copies, one copy for each of the Parties.
2. All disputes related to the Agreement and its performance shall be settled by the court competent for the seat of the University.
3. For matters not covered in this Agreement, the provisions of the following acts apply: Copyright and Related Rights (Journal of Laws of 2019), Industrial Property Law (Journal of Laws of 2021), and the Civil Code.

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SIGNATURE FOR THE UNIVERSITY

.....
AUTHOR'S SIGNATURE

GDPR INFORMATION CLAUSE

For participants of the study competition for the development of an architectural and urban planning concept entitled ŁOBZÓW COURTYARD

In accordance with Article 13 section 1 and section 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27 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 (General Data Protection Regulation/GDPR) Cracow University of Technology hereby informs that:

1. the administrator of your personal data is the Cracow University of Technology with its registered office in Kraków at 24 Warszawska Street, 31-155 Kraków;
2. the Inspector for the Protection of Personal Data at the Cracow University of Technology can be contacted at the following e-mail address: iodo@pk.edu.pl and phone number 12 628 22 37;
3. personal data will be processed for the purpose of conducting and documenting participation in the Study Competition for the development of an architectural and urban design concept entitled Łobzów Courtyard and for the purpose of documenting the deliberations of the Competition Committee and the post-competition presentation;
4. Personal data shall be processed on the basis of article 6 item 1 point c in accordance with the General Data Protection Regulation and on the basis of:
 - 1) Act of July 20 2018 The Law on Higher Education and Science (Journal of Laws of 2020, item 85, as amended),
 - 2) resolution No. 107/d/11/2019 of the Senate of the Cracow University of Technology of November 27, 2019 on the Regulations of courses, trainings and summer schools conducted at the Cracow University of Technology, as amended,
 - 3) ordinance No. 82 of the Rector of the CUT dated December 14 2017 on the introduction of the Registry and Archives Regulations at the Cracow University of Technology, as amended,
5. personal data will be stored for a period of 5 years from the announcement of the results of the Competition, calculated in full calendar years, starting from January 1 of the year following the date of announcement of the results of the Competition;
6. the data subject has the right to access the content of their data and the right to rectify, delete, limit processing, the right to transfer data, the right to object and the right to lodge a complaint with the President of the Office for Personal Data Protection if it is considered that the processing of personal data violates the provisions of the General Data Protection Regulation;
7. the provision of your personal data is a statutory requirement/condition for participation in the Competition;
8. processing is necessary for the fulfilment of a legal obligation incumbent on the administrator.