



LICENCE AGREEMENT

between

The Fryderyk Chopin Institute, with its registered office in Warsaw, at Tamka Street 43, 00-355

Warsaw, registered at the Cultural Institution Register under No RNiK 51/2001, NIP: 525-22-14-269, nifc@nifc.pl, hereinafter referred to as the Institute

and

..... ,
with its registered office in ,
hereinafter referred to as the User, represented by:

- 1)
- 2)

reading as follows:

§1

1. The Institute grants to the User a non-exclusive right to use the selected digital photographs listed in the appendix to this Agreement (hereinafter referred to as the „Photographs”) within the scope of producing copies of the Photographs by way of using the printing, reprographic, magnetic storage and digital technique, and introducing them to trading.
2. The right specified in section 1 of this paragraph shall be limited only to the use of the Photographs in a publication entitled....., for the following purposes with the expected edition of , place and date of edition/first public playback/performance.....
3. The right specified in section 1 of this paragraph is limited in time and shall be granted for a period years.
4. The use of the Photographs under this Agreement authorises to produce copies in a number not exceeding during the term of the license. Such number refers to each Photograph separately.
5. The use of the Photographs under this Agreement authorises to produce copies in the territory of
6. The User declares that:

- 1a)
the User is the entity independently carrying out business activity in the meaning of article 15 paragraph 2 of the Act of 11 March 2004 on Tax on Goods and Services (according to such provision, business activity comprises all activities of producers,

traders and service providers, including mining and agricultural activities, and activities

of the professions, also when a transaction has been effected once in circumstances indicating an intention to perform it frequently; business activity comprises also exploitation of goods or intangible assets for the purpose of obtaining income therefrom on a continuing basis) or business activity equivalent to such activity, regardless of the purpose or result of such activity, taking into consideration article 15

paragraph 6 of the above-mentioned Act (according to such provision, public authorities and offices servicing those authorities are not considered taxpayers in respect of the activities assigned under separate laws, for the performance of which they have been appointed, excluding the activities performed under civil law contracts)

or

1b) is a legal person who is not a taxpayer based on point 1a, identified for tax purposes or VAT purposes,

and

2a) does not have a registered office, a permanent place of residence and a permanent place of business in the territory of the Republic of Poland,

or

2b) has a registered office or a permanent place of residence in the territory of the Republic of Poland and a permanent place of business outside the territory of the Republic of Poland and the license is granted for such permanent place of business,

or

2c) does not have a registered office or a permanent place of residence in the territory of the Republic of Poland and has a permanent place of business in the territory of the Republic of Poland and the license is granted for such permanent place of business,

or

2d) has a registered office or a permanent place of residence in the territory of the Republic of Poland and the license is not granted for the permanent place of business outside the territory of the Republic of Poland.

§2

1. The User shall be authorised under this Agreement to download the Photographs from the website <http://kalejdoskop-chopin.pl>. The downloading of the Photographs from the website and fixing thereof by the User is admissible only after satisfaction of the condition under which the License Agreement was executed.

2. The User undertakes to make it possible for the Institute or a person indicated by the Institute to supervise the manner of use of the Photographs to the extent to which authors are authorised to do so based on provisions of law and an agreement executed with the Institute, and undertakes to cover any related costs.
3. In particular, the Institute reserves a right to supervise the final version of the project/supervise the conditions of execution prior to publication /first public playback /performance of the work.
4. The supervision over realization of the arrangements contained in this Agreement for the Institute shall be performed by, or any other person appointed by the Institute.
5. This Agreement shall not authorise the User to grant sublicenses.

§3

The Photographs shall be used solely to the extent and for the purpose set forth in this Agreement and shall be presented in compliance with law and in a manner not infringing the reputation of Fryderyk Chopin, the Institute and the Republic of Poland. In addition, the User undertakes to sign each time the Photographs in the manner indicated by the Institute in Appendix to this Agreement

§4

In exchange for using the Photographs the User undertakes to hand over to the Institute 10 copies of the published work, mentioned in the paragraph 1 art. 2.

§5

1. The User undertakes not to use the Photographs in any manner other than as set forth in this Agreement.
2. The User cannot make any amendments to the Photographs, unless such amendments are obviously needed, and if the author of the Photographs could not reasonably object to such amendments.
3. The User shall not have a right to assign the rights and/or obligations under this Agreement without the previous written consent of the Institute.

§6

1. The Institute reserves a right to terminate this Agreement with immediate effect if the User violates the provisions hereof. In the case of termination of the Agreement on such basis, the provisions hereof contained in § 4, § 9, § 10 and 11 shall remain valid.
2. This Agreement shall cease to be valid if the author of the Photographs withdraws from or terminates the agreement between him and the Institute or if the agreement between the author and the Institute loses its legal validity for other reasons. The Institute may also withdraw from this Agreement in full or in part if the author of the Photographs objects to its use the manner specified herein.
3. The termination or declaration of will on withdrawal from this Agreement made by the Institute shall be deemed effectively made upon sending to the address (or e-mail) indicated by the User upon the execution of this Agreement.

4. The User may terminate this Agreement at any time in writing. This shall not affect the obligation to make full payments to the Institute.

§7

In matters not regulated herein, the Regulations for granting licenses electronically and for using the Photographs shall apply, available at:
<https://chopin.nifc.pl/kalejdoskop/pdf/documents>.

§8

Any amendments or termination of this Agreement must be made in writing otherwise shall be null and void.

§9

All costs and fees in connection with the execution of this Agreement shall be borne by the User.

§10

This Agreement shall be governed by Polish law, and any possible disputes shall be settled by a competent Polish court having territorial jurisdiction over the Institute's seat.

§11

1. The Agreement has been drawn up in the Polish and English language version in two counterparts, one for each Party.
2. In the case of interpretation doubts, the Polish version shall prevail.

User

Institute