

Agreement concerning cooperation in the organisation of Łódź Design Festival 2021
- 15th International Design Festival in Łódź

Entered into on

in Łódź, between

Łódź Art Center, with its registered office at ul. Tymienieckiego 3, 90-365 in Łódź, a foundation registered in the Register of Associations, Other Social and Professional Organisations, Foundations and Public Health Care Institutions, with KRS number 0000246599, having tax identification number NIP 728-260-49-12

reprezentowaną przez / represented by: Michał Piernikowski - Director

zwana dalej w umowie **Fundacją** / hereinafter referred to as **Foundation**

a/and

Imię / Name:

.....
.....

Nazwisko / Surname:

.....
.....

Adres / Address:

.....
.....

PESEL / Personal Identity Number:

.....
.....

or

NIP / Tax Identification Number:

.....
.....

zwana/y dalej **Artystą** / hereinafter referred to as **Artist**

§1

1. The agreement concerns cooperation in the organisation of Łódź Design 2021 - the 15th International Design Festival in Łódź (hereinafter referred to as Festival).

2. The Parties declare that they intend to cooperate in the implementation of an artistic project which is the Festival. The agreement is free of charge.

§2

1. The artist undertakes to cooperate with the Foundation in order to prepare the "make me!" post-contest exhibition presented during the Festival.

2. The artist undertakes to provide the Foundation with the following services free of charge:

a) The artist shall make available to the Foundation a project model or a project named:

.....

(hereinafter referred to as Object) - described in the Application Form (Annex 1), submitted by the Artist in accordance with the provisions of the Rules and Regulations of the "make me! Contest 2021" for young designers (appendix no. 2).

b) The Object shall be made available for the period from the moment of delivery to the place indicated by the Foundation for the purpose of presenting the Object during the Festival until it is collected.

c) The Artist undertakes to transport the Object to the Foundation's registered office, Tymienieckiego 3, 90-365 Łódź by 25.04.2021, and to transport it back from the Foundation's registered office, Tymienieckiego 3 by 15.06.2021, and to cover all costs related to the transport and the return transport (including insurance of the Object during transport).

d) The Artist undertakes to prepare the Object for transport properly and to secure it in a way that enables safe transport.

e) The artist undertakes to duly designate the packaging in which the elements included in the Object will be transported. The packaging must be designated in a way that enables it to be assigned to particular elements of the Object.

f) The Object shall be accepted by the Foundation on the basis of an acceptance record, drawn up by the Foundation at the time of acceptance of the Object.

g) The Object provided by the Artist to the Foundation for presentation during the Festival will not be covered by insurance. The Object shall be exhibited at the sole risk of the Artist. The Foundation recommends that the Artist insures the Object at all times from the moment of its transport to its collection after the post-contest exhibition.

h) The Artist grants the Foundation a non-exclusive licence to use the Object included in the exhibition, which will be presented during the Festival, through the presentation of the Object during organised exhibitions, shows and reviews in the place and at the time indicated by the Foundation during the Festival and in connection with its implementation. The licence shall be granted free of charge.

i) The Artist declares that the Object made available does not infringe the rights of third parties, in particular it does not infringe the property copyrights and personal rights of third parties. In the event that a third party makes any claims resulting from the infringement of the rights specified above, the Artist undertakes to join, in place of the Foundation, any proceedings, including court proceedings, out-of-court and arbitration proceedings, the subject of which would be claims of

third parties against the Foundation, asserted in connection with the infringement of the rights of third parties, and in the absence of such possibility - to join, on the part of the Foundation, any proceedings pending against the Foundation, within 7 days from the date of receipt of a relevant notice, and moreover, to bear or reimburse any costs incurred by the Foundation, in particular court costs, costs of legal representation, legal assistance related to the defence against the aforementioned claims, costs of enforcement or substitute performance.

j) The Artist agrees that the Foundation may use photographic, film, video or digital documentation (concerning the Object) made during the Festival.

k) By 12.04.2021, the Artist will provide the Foundation with the following materials:

- a 300 dpi quality photo and designer's biography
- two photos of the awarded project in 300 dpi quality
- a film presenting the designer and the awarded project
- additional explanatory material for the project

l) The Artist shall grant the Foundation a licence to use the above-mentioned materials in the fields of use connected with the promotion of the exhibition, the Festival, partners and sponsors of the Festival and the Foundation and its partners. The licence will not be limited in time or territory, which means that the Foundation will be able to use these rights throughout their duration all over the world. In particular, among other things, the Foundation shall obtain the unlimited right to disseminate and publish materials or parts thereof in the media, the Internet, including social networking sites such as Facebook, books, studios, anthologies, informational printouts (leaflets, posters, catalogues), collective works, television programmes, films, electronic media networks, mobile technologies in all forms. The Foundation shall obtain the right to use the materials in their entirety and any fragments thereof, in all fields of use known at the time of signing the agreement, in particular:

- In the scope of recording and multiplication of the materials - production of copies using a specific technique, including printing, reprography, magnetic recording and digital technology;
- As regards circulation of the original work or copies on which the materials have been recorded – placing on the market, lending or hiring of the original or copies;
- As regards the dissemination of materials other than that referred to in the above clause, public performance, exhibition, display, reproduction and broadcasting and rebroadcasting, as well as making it available to the public in such a way that it can be accessed by anyone at a place and time of their choice.

m) The Artist undertakes to inform about the participation in the Festival for the period from the moment of signing the agreement to 15.07.2021.

§3

1. The Foundation shall present the Object as part of the Festival in May 2021.

2. The Foundation undertakes to store the Object in the period from its receipt to the moment of collecting it by the Artists after the exhibition (the deadline for storing the Object by the Foundation is 15.06.2021).
3. The Foundation undertakes to store the original packaging in which the Object will be transported during the Festival.
4. The Foundation undertakes to provide a coordinator representing the Foundation who will cooperate with the Artist throughout the duration of the agreement.
5. The Foundation undertakes to prepare conditions for the presentation of the Object covered by this agreement, such as lighting and display boxes.

§4

1. Within 3 days from the receipt of the Object, the Foundation shall carry out, before a committee, the unpacking and evaluation of the Object's condition and compliance of the Object with the Application Form (Attachment 2) drawn up by the Artist. In the event that any differences are found between the description contained in the Works Description Form and the actual state of affairs, the Foundation shall appoint a committee to assess the differences in the number of works or damage, or other changes found.
2. The committee appointed shall draw up a record indicating the differences between the description and the actual condition of the delivered Object, and shall provide the Artist with copies thereof. The committee shall, as far as possible, determine the reasons for discrepancies between the Application Form and the actual state of affairs. In the case of significant discrepancies between the Application Form and the actual condition of the delivered Object, the Foundation shall have the right to refuse to present the Object as part of the Festival, handing it over to a warehouse at the Artist's own risk. In such a case, the Foundation shall be released from the benefits referred to in § 3 points 1, 5, 6. The Foundation shall be released from all claims of the Artist against the Foundation related to the destruction of the works related to the Object or elements of thereof.

§5

1. In matters not regulated by this Agreement, the provisions of the Civil Code and the Act on Copyright and Neighbouring Rights shall apply.
2. The Agreement has been written in 2 identical copies, 1 copy for each party.
3. Any amendments to the Agreement shall be made in writing under pain of nullity.
4. The Agreement is concluded for a fixed period of time, from the moment of signing to 15.07.2021.
5. The Artist declares that they have read the Contest Rules and Regulations and agree to participate in the Contest in accordance with the Rules and Regulations.

