

**APPENDIX No. 4**

to the Rules of the International Architecture and Landscaping Competition FORT'S NEW LIFE for the development of a conceptual design of an Administrative Centre in Zielonki near Fort Marszowiec with landscape design

**Copyright Transfer Agreement**  
**concluded on \_\_\_\_\_ by and between:**

**Gmina Zielonki** with its registered office in 32-087 Zielonki, ul. Krakowskie Przedmieście 116,

represented by Mr Bogusław Król – Head of Gmina Zielonki,  
hereinafter referred to as the **‘Municipality’**

and

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hereinafter referred to as the **‘Entrant’**

The Hugo Kołłątaj University of Agriculture is obliged under the cooperation arrangement with the Municipality dated 16 October 2018 to produce a conceptual design of an Administrative Centre in Zielonki near Fort Marszowiec under and in a form of an international architecture competition for academic staff and students of architecture and landscape architecture (hereinafter the **‘Competition’**).

The specification of the site and outline design specifications of the subject matter of the Competition are specified in the rules of the Competition.

**Article 1**

1. Upon the submission of a Competition work to the Hugo Kołłątaj University of Agriculture, the Entrant shall transfer free of charge all and any copyright in the work to the Municipality without any separate declaration. The transfer of the copyright is tantamount to the transfer of the ownership of a copy of the work to the Municipality.
2. The transfer of the copyright referred to in Article 1 includes all and any field of use known at the date of the agreement as regards its disposal and use, including but not limited to:
  - 1) use for the purpose of carrying out an investment project without any restrictions in the scope provided for in Article 61 of the act of 4 February 1994 on copyright and

related rights, including for the purpose of developing other documentation and building structures based on it;

- 2) recording and reproduction using any technique through the production of copies of design documentation, in particular using print, reprography, photography, photocopy, digital techniques, computers, the Internet, magnetic recording, etc.;
  - 3) marketing, loan for use, or lease of the original or copies to third parties as the Municipality may see fit;
  - 4) as regards the dissemination of the design documentation through public exhibition, display, playing, broadcast, re-emission, and making it available to the public (using any technique, including but not limited to as a model, mock-up, photography, or film) in such a way that anyone can access it at a time and place of their convenience, including but not limited to on websites and domains as the Municipality may see fit;
  - 5) describing and making excerpts, summaries, transcripts, extracts;
3. Upon the transfer of the copyright, the Municipality is assigned the sole right to approve the exercise of derivative copyright
  4. The Municipality may transfer the above-mentioned copyright in the documentation referred to in Article 1.1 hereof to any third party and to modify the work in any way.

## **Article 2**

The Entrant shall be liable towards the Municipality and any third parties for any claims of such parties related to the performance hereunder. The liability of the Municipality in this regard is excluded.

## **Article 3**

1. All and any amendments and supplements to this agreement shall be made in writing under pain of nullity.
2. The agreement has been made in four counterparts, two for each Party.
3. Any disputes hereunder shall be resolved by a court locally competent for the registered office of the Municipality.
4. The specification of the area and outline design specifications in appendices 1 and 2 are specified in the rules of the competition.