

LICENCE AGREEMENT no.

executed on 2020 in Warszawa by and between:

National Museum in Krakow, 30-062 Kraków, al. 3 Maja 1, register of culture institutions of the Ministry of Culture and National Heritage under RIK 25/92, NIP: 675-000-42-42, REGON: 000275961, hereinafter referred to as "Museum," represented by:

Director –

hereinafter referred to as the **Licensee**,

and

.....**address**.....**PESEL**:.....

.....

hereinafter referred to as the **Licensor**,

hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**."

§ 1

Under this agreement ("Agreement"), the Licensor grants to the Licensee the exclusive free-of-charge right ("License") to use under the terms and conditions set out in detail herein.

§ 2

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- i) distribution by means of on-demand technology, whether free of charge or for a fee, regardless of the means of payment, e.g. 'pay per view,' 'on demand' or other forms of payment,
- j) broadcasting by wire and wirelessly, via satellite and other forms of general video and audio broadcast or public access via mobile TV, in any technology,
- k) co-author publications of collections, including in form of a book, album, catalogue, lexicon, calendar, in multimedia publications, in audiovisual works, individually or in publications together with works by other authors (so called collection works),
- l) promotion and popularisation of the Work or any of its fragments created as part of the Institute's activities, in particular during publishing activities or production/co-production of audio-visual materials,
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§ 3

1. The Licensor is obliged to inform the Licensee in writing of the existence of any third parties that hold copyrights or derivative rights, including the ones whose image consent, if any, must be obtained in connection with the Licensee's use of the Work for the purpose specified in §1 hereof. Failure by the Licensor to comply with the foregoing requirement excludes any liability of the Licensee in respect of any infringement of the property or personal rights of any third party, and the Licensor will be fully liable for claims by such third parties.
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§ 4

The Licensee is obliged to place in the Film (in the final credits of the Film or in the fragment/-s of the Work subject to the Agreement) information indicating that the Licensor is entitled by virtue of its economic copyright to the whole work of which the Work subject to this Agreement is a part – including the name of the Producer and the year of production of this work, together with information that the Work has been made available to the Licensee by the National Museum in Krakow.

§ 5

The Licensor grants to the Licensee an exclusive License hereunder free of charge, without time or territory limitations; the gratuitousness applies to all of the Licensee's rights referred to in §2(2) hereof, also with regard to subsection n).

§ 6

1. Pursuant to Article 13(1) and (2) of the General Data Protection Regulation of 27 April 2016. ("GDPR"), the National Museum in Krakow would like to inform you that:

1. The Controller of your personal data is the **National Museum in Kraków with its registered office at al. 3 Maja 1, in Krakow (postal code: 30-062), phone: 12 43 35 620, e-mail address: [dyrekcja @mnk.pl](mailto:dyrekcja@mnk.pl).**
2. The contact details of the Data Protection Officer at the National Museum in Krakow are as follows
: phone: 12 43 35 707, e-mail address: ppietras@mnk.pl.
3. Your personal data will be processed for the following purposes:
 - a) **conclusion and performance of the agreement**, pursuant to Article 6(1)(B) of the General Data Protection Regulation of 27 April 2016.
4. Within the scope and subject to the exceptions under the legal provisions, including GDPR, you have the right to access the content of your data and to rectify it, erase it or restrict its processing, as well as to object to its processing, request that it cease, as well as the right to data portability and to lodge a complaint with the supervisory authority, which is the President of the Office for Personal Data Protection.
5. The provision of your data is voluntary; however, the failure to provide your personal data required by the Controller renders the conclusion and performance of the agreement or performance of a museum search unfeasible.
6. Your personal data is shared with the entity providing programming and IT support services under a data processing outsourcing agreement.
7. The data provided by you will not be disclosed to third parties. The recipients of your data will only be institutions authorised under law.
8. The data provided by you will not be subject to profiling.
9. The Controller does not intend to transfer personal data to a third country or international organisation.
10. Your personal data will be processed for the period of performance of the concluded agreement and for the period resulting from the archival category of documents, in which the data is included, as defined in the executive provisions to the Act on the National Archival Resources and Archives, pursuant to the applicable Office instruction of the National Museum in Krakow.

§7

1. As regards matters not covered herein, the provisions of the Civil Code and the Act on Copyright and Related Rights apply.
2. Any disputes that may arise in connection herewith are to be settled by the court having jurisdiction over the registered office of the National Museum in Krakow.
3. Any amendments hereto must be in writing under the pain of being nullity.
4. The Agreement has executed in three counterparts, one for each Party.

Licensor

Licensee