

LICENCE AGREEMENT

Agreement concluded on in

by and between:

the Wrocław Medical University, with its registered office in Wrocław, postcode: 50-367, Wybrzeże L. Pasteura 1, Tax Identification Number (NIP): 8960005779, National Business Registry Number (REGON): 000288981, represented by:

hereinafter referred to as the “Licensee”

and

.....
(Full name, home address, email address*, telephone number*)

hereinafter referred to as the **“Licensor”**,
hereinafter individually referred to as a **Party** and collectively as the **“Parties”**,
hereinafter referred to as the **“Agreement”**

(SUBJECT MATTER OF THE AGREEMENT)

1.

The Licensor grants the Licensee a royalty-free, non-exclusive, perpetual, worldwide licence to use the Photograph, created for the photography competition for incoming students participating in the Erasmus+ programme entitled “Find Your Story in Wrocław during Erasmus+ Mobility”, subject to the contractual terms and fields of use specified in the Agreement.

1. The Licensor represents that:

- 1) the Licensor holds unrestricted copyright in the Work to the extent covered by the Agreement. The Licensor represents that the Licensee’s use of the Photograph shall not infringe the rights of any third parties;
- 2) the Licensor took the Photograph, and that it is not a derivative work, modification or adaptation of another person’s photograph, and in the case of a Photograph that is a collaborative work, the Licensor has the consent of all co-authors to exercise copyright, in particular to enter into and perform this Agreement;
- 3) the Licensor has not previously granted any third party a licence to use the Work.

2.

(SCOPE OF THE LICENCE)

The Licensor grants the Licensee consent to use the Photograph in the following fields of use:

- 1) recording and reproduction by any means, in any form, in any number of copies, in particular by printing, reprography, magnetic recording, or digital recording on any medium, irrespective of the standard in use, file system and format, as well as the distribution of copies of the medium containing the Photograph;
- 2) placing on the market, lending the Photograph free of charge, as well as use in all kinds of presentations, press conferences, events of any type, and mailings, including commercialisation of works on the market;
- 3) storing the Photograph on any number of computers or other devices with electronic memory (e.g. memory cards, RAM, flash memory), including mobile devices (e.g. tablets, smartphones) and devices using virtual memory or shared memory (i.e. cloud computing);
- 4) public display and making it available to the public, i.e. making the Photograph available in such a way that anyone can access it at a place and time of their choosing;
- 5) adding the Licensee’s logo and those of the competition partners to the Photograph;
- 6) use in audiovisual or multimedia works.

3.
(SUBLICENCE)

1. The Licence includes the right to sublicense the use of the Work.
2. The Licensee may grant sublicences without the Licensor's prior consent.

4.
(AUTHORISATION - DERIVATIVE COPYRIGHT)

The Licensor grants authorisation for the Licensee to exercise derivative copyright in the Work and to dispose of and use adaptations of the Work. The above consent is granted free of charge.

5.
(CLAIMS)

1. The Licensee is entitled to pursue claims for infringement of copyright concerning the scope for which the Licence has been granted.
2. Should any third party bring a claim against the Licensee for infringement of their copyright – as a result of the Licensee's use of the Work within the scope specified in this Agreement – the Licensee shall notify the Licensor of this fact without delay.
3. The Licensee shall cooperate with the Licensor to the extent necessary for the protection of copyright.

6.
(LICENSEE'S PERSONAL DATA - PRIVACY NOTICE)

1. The Licensee shall serve as the Controller of the Licensor's personal data. The Licensee has appointed a Data Protection Officer, who may be contacted via email at iod@umw.edu.pl.
2. The Licensor's personal data shall be processed to enable the Controller to conclude the Agreement (pursuant to Article 6(1)(b) GDPR) and to exercise the rights and fulfil the obligations arising from the civil law contract entered into, in accordance with applicable legislation, in particular the Act of 23 April 1964 – Polish Civil Code, and the Act of 4 February 1994 on copyright and related rights (pursuant to Article 6(1)(b) and (c) GDPR).
3. The Licensor's personal data shall also be processed to fulfil legal obligations of the Controller, including reporting and archiving obligations (pursuant to Article 6(1)(c) GDPR).
4. Furthermore, personal data may be processed to pursue the legitimate interests of the Controller, in order to determine, pursue or defend any civil claims (pursuant to Article 6(1)(f) GDPR).
5. The Controller may disclose the Licensor's personal data to other controllers acting under applicable law, such as providers of postal/courier, audit or legal services. The recipients of the data may also include other entities or authorities where such an obligation arises under generally applicable laws, in particular the Act of 6 September 2001 on access to public information.
6. The Controller may, by way of a written agreement, transfer the processing of personal data to a sub-processor acting on the Controller's behalf, in particular entities providing and/or servicing software.
7. The Controller shall store the Licensor's personal data for the term of the Agreement and thereafter for the period specified in the archiving regulations.
8. Where applicable, in accordance with the rules and procedures set out in the relevant legislation, the Licensor is entitled to request: access to their personal data and the rectification thereof (Article 15 and 16 GDPR), erasure of their data (Article 17 GDPR), restriction of processing (Article 18 GDPR), object to processing (Article 21 GDPR), data portability (Article 20 GDPR) and to lodge a complaint with the supervisory authority – the President of the Personal Data Protection Office – where there is a suspicion of unlawful processing of personal data by the Controller.
9. Providing personal data is not mandatory, but it is necessary for the conclusion of this Agreement. Refusal to provide the data shall prevent the conclusion and performance of the Agreement.
10. The personal data provided shall not be subject to automated decision-making, including profiling within the meaning of the GDPR.

7.
(CORRESPONDENCE)

1. The Parties agree to conduct correspondence by email at the addresses indicated below:
 - 1) **Licensor:** email: katarzyna.kvapilikova@umw.edu.pl
 - 2) **Licensee:** email:.....@.....
2. The date of receipt of correspondence shall be deemed to be the date on which the correspondence is delivered by email, provided that the content of the correspondence is immediately confirmed by the same means.
3. Traditional postal correspondence shall be sent to the Parties' addresses as specified in the introductory part of the Agreement.

4. The Parties shall notify each other of any change of correspondence address; otherwise, correspondence sent to the addresses specified in the introductory part of the Agreement shall be deemed to have been duly delivered.

8.

(FINAL PROVISIONS)

1. Any amendments or additions hereto must be made in writing, otherwise being null and void.
2. Any disputes that may arise in connection with the performance of this Agreement, once all avenues of amicable resolution have been exhausted, shall be settled by the court having jurisdiction over the Licensee's registered office.
3. The Agreement has been drawn up in two identical copies, one for each of the Parties.

Licensee

Licensor