

GRATUITOUS TRANSFER OF COPYRIGHTS AGREEMENT

made on 2016 between:

Town of Ustroń, Rynek 1, 43-450 Ustroń, NIP (taxpayer ID no.),

represented by the Mayor Ireneusz Szarzec

hereinafter referred to as “the Town”

and

....., hereinafter referred to as “the Author”, the
winner of the Town of Ustroń Logo Design Contest.

§ 1

1. The Author declares that he/she is the author of the submitted work: The Logo of the Ustroń Town, which was selected in a contest organized by the Town pursuant to Regulation No. /2015 by Mayor of Ustroń dated..... on the announcement of the Town of Ustroń logo design contest and the appointment of the Contest Jury, hereinafter referred to as “the Work” and that only he/she, without limitation, owns all the rights to the Work, including unlimited copyrights and derivative rights.
2. The Town declares that it accepts the Work as it was received without reservations.

§ 2

1. The Author declares that:
 - a) his/her copyrights and moral rights to the Work are in no way limited or encumbered with third parties rights, the Work does not infringe the rights of third parties and there are no other circumstances that could expose the Town to liability to third parties arising from the use or dissemination of the Work;
 - b) he/she has not given any person license to use the Work and shall not issue such licenses to third parties in the future;
 - c) he/she has the exclusive right to authorize the disposal and use of the Work;
2. In the case of a third party filing a claim against the Town arising from violation of its rights, the Author is obliged to indemnify and hold the Town harmless against any such claims.
3. In the case of a third party taking legal actions arising from the above titles against the Town, the Author is required to join the Town in the case and to take any steps necessary to its release of participation in the case.

§3

1. Under this agreement, the Author transfers to the Town copyrights to the Work on the following fields of exploitation (in accordance with Art. 50 of the Law on Copyright and Related Rights):
 - a) in terms of recording and copying the Work - production of copies by any means, including printing, reprographic, magnetic storage and digital technique, storing on computer, usage on any number of workstations, with the possibility of publicizing on the web (internet) so that any user of the public network is free to use and copy the Work;
 - b) in terms of trading the original or copies on which the Work is present - marketing, lending for use or rental of the original or copies;
 - c) in terms of dissemination of the Work in a manner different from that stated above - public performance, display, broadcasting and re-broadcasting, as well as communication of the Work to the public in such a way that everyone can have access to it at the place and time

individually chosen, dissemination unlimited by the number of copies and territorial range, use of the Work for another purpose, e.g. storage in the computer memory and uploading to the Internet, in the publishing house, remembering that the dissemination of the Work, or its parts or fragments, can be done through a public presentation, regardless of how and in what form they are implemented (e.g. in writing, multimedia presentation, printing techniques, screenings);

- d) the use of the Work in activities related to the actions of the Town, in particular the promotion of the Town solely or with other entities, including the recording and displaying the Work;
 - e) unlimited in time use of the Work and its copies in the country and abroad.
2. The Author grants the Town the right to make changes and modifications to the Work, including the permission to use the Work either in part or in whole and combine it with other works.
 3. The city has the right to use and disseminate the Work and its descriptions without crediting the Author's name.
 4. The author undertakes not to exercise moral rights to the Work and grants the Town the right to exercise them.
 5. The transition of copyrights to the Town grants it the ownership of a copy of the Work.
 6. The Town has the right to patent and file the Work as a trademark/register the Work at the Patent Office as its own trademark.
 7. The Town does not agree to change the creditor to a third party in fulfilling the terms of the agreement.

§ 4

The Author transfers the right to exercise the derivative copyrights by the Town within the meaning of Art. 2 paragraphs 1 and 2 of the Act of 4 February 1994 on Copyright and Related Rights (consolidated text, Dz. U. 2006, No. 90, item 631, as amended). Having this capacity, the Town in particular has the right to use the whole Work or its chosen parts freely, to make any modifications, alterations and adaptations of the Work, including combining it with other works.

§ 5

The transfer of copyrights and the right to authorize the exercise of derivative copyrights shall be gratuitous, without limitations to the territory, time and number of copies and exclusively for the Town of Ustroń.

§ 6

Any changes to the agreement must be in writing to be valid.

§ 7

1. The Author and the Town agree that the agreement shall be governed by and in accordance with the Polish law.
2. In matters not governed by the provisions of the Agreement, the provisions of the Act of 23 April 1964 Civil Code (i.e. Dz. U. 2014, item 121 as amended) and the Act of 4 February 1994 on copyright and related rights (i.e. Dz. U. 2006, No. 90, item 631, as amended) shall apply.

§ 8

Any disputes that may arise in the connection to the implementation of the Agreement shall be settled by the court competent for the registered office of the Town.

§ 9

The Agreement is drawn up in two identical copies, one for each party.

CITY

AUTHOR