**PLEASE NOTE:** *This is a specimen agreement for granting the right to use a work. No project partner shall be obligated to perform this Agreement, in whole or in part, including the provisions concerning the royalty-free nature of the license. The project partners may independently, on their own, establish legal relations with regard to works created in connection with the project covered by the Subsidy Contract. The license agreement shall reflect the agreement that may be entered into by the State Treasury – Center of European Projects (with its organisational unit: Joint Secretariat of the Interreg South Baltic Programme), and the lead partner in the project. Should this specimen license agreement be used, the State Treasury – Centre for European Projects shall bear no responsibility for this fact. The user of the specimen license agreement shall do it on their own risk and account.*

**LICENSE AGREEMENT**

(hereinafter: “**the License Agreement**”)

concluded on ............................. ,by and between:

........[project partner].........................................................................................................,   
*referred to in this Agreement* as: **“the Licensor”,**

and

.........[lead partner]............................................................................................................,   
hereinafter referred to as: “**the** **Licensee**”

the Licensor and the Licensee shall be hereinafter collectively referred to as: **“the Parties”.**

**Whereas:**

1. The Licensee is a party to the Subsidy Contract for the project …………. (hereinafter referred to as “the Project”) under the Interreg South Baltic Programme 2021-2027, entered into on ...... No. ..... (hereinafter: “**the Subsidy Contract**”) with the Minister for Development Funds and Regional Policy (hereinafter referred to as **“the Managing Authority**”);
2. in the course of implementing the project under the Subsidy Contract, the Party or the third party acting on behalf of the Party may create a work within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (consolidated text, Polish Journal of Laws of 2022, item 2059). The above-mentioned works shall include: photographs, audiovisual works (such as films, webcasts, podcasts, radio programmes, television programmes), audiovisual documentation (for example: sound documentation, video documentation, photographs, images) (hereinafter: **“the Work”**);
3. the Parties shall allow the use of the Works by the State Treasury – Center of European Projects (with its organisational unit: Joint Secretariat of the Interreg South Baltic Programme), Managing Authority of the European Union institutions, bodies of the European Union, organisational units of the European Commission and so forth. However, the Works shall be used exclusively in connection with the information and promotional activities of these persons within the framework of the Interreg South Baltic Programme 2021-2027, as part of the promotion of the ,,Interreg” brand and as part of any activities related to EU funds;

**The Parties agree as follows:**

**Article 1**

The Licensor declares that:

1. has obtained the consent of all persons depicted in the Works for the dissemination of their images, if required;
2. in the event that the Work has been created by a third party, the Licensor has obtained the rights to grant a license under the terms of this License Agreement.

**Article 2**

1. The Licensor grants the Licensee a royalty-free, non-exclusive and unlimited in time and territory right to use the Work transferred to the Licensee, in whole or in parts, the in the following fields of exploitation:
2. recording and reproducing by any technique, without limitation as to the number of copies, in particular by means of digitisation, printing, reprography, electronic, optical or laser technology, magnetic recording, and on any medium, including electronic, optical or magnetic media, CD-ROMs, DVDs or paper,
3. saving on computers or servers, computer networks, multimedia networks, Internet, intranet, broadcasting on television or radio,
4. any public communication, exhibition or presentation,
5. use in presentations, trainings,
6. use in publishing material, including promotional, information and training material, and in audiovisual and computer media of all kinds,
7. combinations with other works or creations that do not constitute a work within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (Polish Journal of Laws of 2022, item 2509),
8. making cuts, colour corrections or framing, changing resolution, adjusting sound and making other necessary modifications, as well as distributing the modified works in the fields of exploitation specified in this section without the need to obtain further consent from the authors,
9. making any changes, modifications, alterations and so forth,
10. using for promotion by any means, in particular on the Internet, television, in the press and in publications of all kinds,
11. lending for use.
12. The Licensor shall permit the exploitation and use of the derivative copyrights in the adaptation of the Works or the commissioning of third parties to carry out the adaptations of the Works and to use and dispose of such adaptations in the fields of exploitation specified in section 1 for the duration of the license, unlimited in territory, without the right to separate remuneration.
13. The Licensor guarantees that he shall obtain the authorisation of all authors of Works or other copyright holders to grant this license.
14. The license shall be granted by the Licensor to the Licensee upon the transfer (in any form) of the Work to the Licensee.
15. The Licence authorises the granting of further licences (sub-licences) in all fields of exploitation listed in section 1, in particular, the Licensor agrees to transfer the rights obtained under the License Agreement, including the granting of sublicenses to third parties, e.g. the State Treasury – Centre for European Projects, the Managing Authority, EU institutions, bodies of the European Union and organisational units of the European Commission.
16. The Licensor warrants that the author of the Work shall refrain from exercising his moral rights in the Work, in particular his rights to:
17. moral right of attribution or to make the Work available anonymously;
18. integrity of the content and form of the Work;
19. decide on making the Work available for the first time;
20. supervise the use of the Work;

**Article 3**

The license granted under this Agreement shall be perpetual and may not be terminated earlier than 20 years after the date the Agreement was entered into.

**Article 4**

The Licensor declares that the Work, the rights to use of which have been transferred under this License Agreement, does not infringe any third party rights, in particular copyrights or moral rights, rights related to personal image release and that there are no other circumstances that may result in the Licensor being held liable to third parties in connection with the use of the Work under the terms of this License Agreement.

**Article 5**

1. The Parties agree that the Works may be transferred in any form, in particular by physical delivery, by handing over copies, by providing a data carrier containing the Work or electronically using any available means of data transmission. The Licensor shall authorise the Licensee to change the format in which the image has been stored into the data carrier.
2. Should the Licensor hand the Work over to the Licensee on a data carrier such as a CD or pendrive, ownership of such carrier shall pass to the Licensee unless the Licensor expressly stipulates at the time of transfer that the carrier has to be returned after the Work has been transferred into another data carrier owned by the Licensee.

**Article 6**

1. To the extent not covered by this License agreement, the provisions of the Polish Civil Code of 23 April 1964 (consolidated text, Polish Journal of Laws of 2024, item 1061), the Act of 4 February 1994 on Copyright and Related Rights (consolidated text, Polish Journal of 2022, item 2509) shall apply.
2. The Parties shall submit any disputes arising from this Agreement to the court having jurisdiction over the claimant’s registered office.
3. The Agreement has been drawn up in 2 counterparts, one for each Party.

|  |  |
| --- | --- |
| For the **Licensor**  ................................................................................*Signature and stamp (if applicable)*  ...................................................... Place and date | For the **Licensee**    ....................................................................................*Signature and stamp (if applicable)*  ...................................................... Place and date |