**LICENSE AGREEMENT
No. ………………………………………………………………**

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

*concluded on …………………….. /in electronic form, on the day of its being signed with the use of a qualified electronic signature by the last Party,[[1]](#footnote-1)* by and between:

**[official name of the LP institution]**

with its registered office at: [address]

Identification number: [NIP /TAX or other number]

**represented by:** [full name and position], on the basis of [legal basis for representation],

hereinafter referred to as: **“the Licensor”,**

and

**The** **State Treasury – a State budgetary entity of the Center of European Projects**,
with its registered office in Warsaw, ul. Puławska 180, 02-670,
holding REGON (National Business Register Number) 141681456 and
NIP (Tax Identification Number) 7010158887,

**represented by** [full name and position], on the basis of [legal basis for representation],

hereinafter referred to as: **“the Licensee”,**

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

**Whereas:**

1. the Licensor is a party to the Subsidy Contract for the project .[project title]..... under the Interreg South Baltic Programme 2021-2027, entered into on ..[date] .... No. …[SC number]…. (hereinafter: “**the** **Subsidy Contract**”) with the Minister for Development Funds and Regional Policy (hereinafter referred to as **“the Managing Authority**”);
2. the Licensee shall perform the tasks commissioned by the Managing Authority related to the administration of the Interreg South Baltic Programme 2021-2027, including those related to the managing of the Subsidy Contract;
3. in the course of fulfilment of the Licensor’s obligations under the Subsidy Contract, the Licensor, the project partner as well as the third party acting on behalf of the Licensor or the project partner may create works as defined in 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 Works”**);
4. the Parties’ intention is to enable the Licensee and other designated entities to use the Works;

**The Parties agree as follows:**

**Article 1**

The Agreement sets out the rules for the use by the Licensee of Works created in connection with the Licensor’s performance of his obligations under the Subsidy Contract.

**Article 2**

1. The parties agree that whenever the term “license” is used in the following parts of the License Agreement, it shall also mean the sublicense granted to the Licensee in all cases in which the Licensor’s rights are not based on the fact that the Licensor holds the copyrights to the Work, but on the fact that the Licensor has previously obtained the license to use the Work with the right to grant further licenses (sublicenses).
2. The Licensor declares that has obtained the consent of all persons depicted in the Works for the dissemination of their images, if required.
3. The Licensee declares that he shall not use the licensed (sublicensed) right for financial gain.
4. The Licensee declares that in the event that the Work has been created by a third party or by a partner of the Licensor carrying out a joint project under the Subsidy Contract, the Licensee has obtained the rights to grant a license under the terms of this License Agreement.

**Article 3**

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, reproduction using any technique, without limitation as to the number of copies, in particular by means of digitisation, printing, digital, reprographic, electronic, optical, laser technology, through magnetic recording, on any medium, including electronic, optical, magnetic, CD-ROM, DVD, 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 subsection 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 guarantee 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 shall authorise the granting of further licences (sublicences) in all fields of exploitation listed in section 1. In particular, the Licensor agrees to transfer the rights acquired under the License Agreement, including granting further sublicences to third parties, such as the Managing Authority, EU institutions and bodies or organisational units of the European Commission. However, the above-mentioned transfer of rights and their use by third parties shall take place exclusively in connection with information and promotional activities of these entities 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.
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 4**

The license granted under this Agreement shall be perpetual and may not be terminated earlier than 15 years after the date the Agreement was entered into.

**Article 5**

The Licensor declares that the Work, the rights to use of which have been transferred under this License Agreement, does not infringe any third part 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 6**

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.
3. With respect to the Works transferred by the Licensor to the Licensee prior to the entering into this License Agreement, and in the absence of a separate specification of the rights under which the Licensee may use such Works, the Parties confirm that the provisions of this License Agreement shall apply to those Works. In particular, the Licensee shall be entitled, from the moment of their transfer by the Licensor, to use the Works within the fields of exploitation specified in Article 3 section 1.

**Article 7**

The Agreement shall apply from the date of its conclusion, subject to Article 4 and Article 6 section 3, until the last day of the Subsidy Contract. For the avoidance of doubt, the Parties agree that the term of the License Agreement indicated in the preceding sentence shall mean the period during which Licensor shall fulfil the provisions the License Agreement, and that the Licensee shall be entitled to exercise the rights granted in respect of the Work during the period pursuant to Article 4 counting from the date of receipt of the Work from the Licensor.

**Article 8**

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 Laws of 2022, item 2509) shall apply.
2. The Parties shall submit any disputes arising from this Agreement to the court having jurisdiction over the Licensor’s registered office.
3. The Agreement has been drawn up in 2 counterparts, one for each Party

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

1. *The Agreement shall be entered into either in writing or in electronic form within the meaning of Article781(1) of the Polish Civil Code, as agreed by the Parties. The relevant provision shall either be taken into account or removed once such arrangements have been made.* [↑](#footnote-ref-1)