



RULES FOR THE SHOWOFF SECTION AT PHOTOMONTH IN KRAKOW 2015

1. The organiser of the ShowOFF Section (hereinafter referred to as the Section) held as part of the Photomonth in Krakow Festival 2015 (hereinafter referred to as the Festival) is the Foundation for the Visual Arts located in Krakow, ul. Ślusarska 9, KRS 68882 (hereinafter referred to as the Organiser).
2. Participants in the Section (hereinafter referred to as the Participants) may be natural persons who make application to the Section. Participants may also be artistic groups.
3. Submissions to the Section may be sent until 18.01.2015, by:
 - sending the completed application form and
 - sending original photographic projects (photographs in a quantity not greater than 15) with a total size of not more than 5Mb; all files should be described according to the scheme "name_surname_1.jpg";
 - sending of original film projects by making them available on the vimeo.com portal, passworded, together with the address in the field "Appendix".
4. Projects submitted to the Section may be completed or in progress.
5. Upon sending Submissions, the Participant acknowledges that:
 - s/he is the creator of the original project and possesses all and unlimited copyright, and that the project is free from claims by third parties,
 - grants the Organiser a non-exclusive, royalty-free, not subject to termination, subject to disposal, unlimited in time or territory licence to use the copyright of the original project sent in order to execute and promote the Section, the Photomonth in Krakow Festival and the Organizer, including in particular permission to exhibit, display, use in the press, television, internet, Section catalogue, or the Festival and on CD/DVD.
 - knows English to a communicative level in speaking and writing.
6. The Organiser declares that it will use the license granted respecting the personal rights of the Participants.
7. From among the Participants Winners will be selected whose original projects will be exhibited during the Section in the form of an exhibition or photobook. The Selection of Winners shall be Curators chosen by the Organiser.
8. The Conditions for exhibiting the Winners' original projects in the Section shall be specified in an agreement, a specimen of which is attached to these Rules. As part of the Section, original projects by other Participants may be presented; the conditions of this exhibition shall be determined by the Organiser.
9. In the scope not regulated by the Rules, Polish law shall be applied. Any disputes between the Participants and the Organiser shall be resolved by the proper court for the seat of the Organiser.



(MODEL AGREEMENT WITH THE WINNERS OF THE SHOWOFF Section)

COOPERATION AGREEMENT

SPECIFIC TASK CONTRACT

concluded in	Kraków	
on		
no.		

(hereinafter referred to as the Agreement)

§ 1 PARTIES

The Parties to the Agreement are:

The Foundation for the Visual Arts, based in Kraków at ul. Ślusarska 9, 30-710 Krakow, NIP 679-27-37-586, KRS 68882 represented by

Karol Hordziej	Chair of the Foundation Board
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(Hereinafter referred to as the Contractor) and

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(Hereinafter referred to as the Creator).

§ 2 SUBJECT MATTER OF THE AGREEMENT

The Agreement defines the rules for cooperation between the Parties in the organisation of the Creator's works within the ShowOFF Section of the Photomonth in Krakow Festival 2015, including the production, exhibition and sale of the Creator's works (hereinafter referred to as the Works).

§ 3 STATEMENTS BY PARTIES

1. The Creator declares that s/he undertakes creative activities in the field of the visual arts.
2. The Foundation declares that it organises the Photomonth in Krakow Festival 2015, and within it the ShowOFF section.
3. The Parties agree that the Creator's original project has been selected for presentation at the exhibition within the ShowOFF Section of the Photomonth in Krakow Festival 2015.

§ 4 PRODUCTION OF WORKS

1. In preparing the exhibition, the Creator shall work with the Foundation and the exhibition curator and curator's assistant selected by the Foundation.
2. By the deadline of 02.04.2015, but no later, the Creator shall prepare and forward for production the Works in a format and at a quality specified by the Foundation with full guidance for production and enabling the execution of the Agreement.
3. The Production of the Works shall include producing exhibition copies of the Works, and may include the production of additional original copies of the Works held for sale (hereinafter collectively known as the Copies). The decision to produce additional original Copies of the Works for sale shall be taken by the Parties at a later date in due course. Presentation of the Creator's original project within the ShowOFF Section may be accompanied by the publication of a separate exhibition catalogue.
4. Copies of the Works shall be produced, according to the Creator's instructions, at the Lablab Foundation photographic laboratory, or other selected by the Foundation. The Foundation shall provide from its own resources the cost of producing the Copies and the possible exhibition catalogue, but not more than 1,000 PLN gross; other Copy production costs and possible exhibition catalogue shall be transferred to the Foundation by the Creator on or before 02.04.2015, by bank transfer to account number 83 1060 0076 0000 3200 0140 0279, entitled: donation for statutory purposes. The Foundation may suspend the implementation of the Agreement in the absence the donation.

§ 5 EXHIBITION OF THE WORKS

1. If the Works have not previously been made available to the public, the first availability to the public shall take place during the ShowOFF Section of the Photomonth in Krakow Festival 2015 at a time and in the manner specified by the Foundation in consultation with the Creator and the curator of the exhibition.
2. The transportation costs of the Works produced personally by the Creator shall be covered by the Creator.
3. The exhibition of the Works shall be carried out pursuant to the instructions of the curator and the Foundation.
4. The Creator shall participate in conferences, meetings and other events related to the organisation of the Section.
5. The Creator's accommodation and travel expenses shall be borne by the Creator.

§ 6 OWNERSHIP OF COPIES OF WORKS AND EXHIBITION CATALOGUE

1. The owner of the copies of works and exhibition catalogue, referred to in § 4, is the Foundation.

§ 7 LICENCE

1. The Creator shall grant the Foundation a royalty-free, nonexclusive, non-termination, licence, unlimited in time or territory, to use the Works to implement and promote the ShowOFF Section of the Photomonth in Krakow Festival 2015, and the Foundation and the publication of the Festival catalogue and exhibition catalogue, in the following fields of exploitation: recording and reproducing in any quantity by all currently known techniques;

dissemination, including marketing, leasing, lending and gratuitous transfer, exhibition; display and communication to the public in such a way that everyone can have access to it at the place and time individually chosen by them ; sharing via a computer network or other electronic communications network; public performance and broadcasting via a wired or wireless vision by a ground station or via satellite; the execution of subsidiary rights. The license may be transferred by the Foundation to a third party.

2. The Foundation states that the use of the license will not result in a violation of the Creator's personal rights.

§ 8 LIABILITY

1. The Creator is responsible for all legal defects of the Works. In the event of a third party appearing with legitimate claims against the Foundation related to the infringement of copyright or personal rights, the Creator agrees to take over in total the costs of any legal proceedings, legal fees, and any compensation or reparations awarded or agreed to by way of settlement.

2. In the case of non-organisation of the exhibition of the Works, or in its or in its delay with realization according to the Festival schedule, for reasons attributable to the Creator, the Creator shall pay the Foundation a contractual penalty in the amount of PLN 10,000, which does not exclude the possibility of claiming compensation on general principles.

§ 9 ADDITIONAL PROVISIONS

1. The Foundation is authorised to withdraw from the Agreement at any given moment.

§ 10 FINAL PROVISIONS

In the scope not regulated by the Agreement, Polish law shall apply. Any dispute relating to this Agreement shall be resolved by the proper court of the seat of the Foundation. Amendment to the Agreement shall to be made, on pain of nullity, in writing. The Agreement is drawn up in two identical copies, one for each Party.