



Agreement

Concluded on between:

Baltic Gallery of Contemporary Art (being an organisational unit of the regional self-government of the Pomeranian province), having its registered office in Słupsk, Partyzantów 31a, as represented by hereafter called "BGSW"
and

..... domiciled in.....
confirming his or her identity with..... (the kind of the document) issued by.....
hereafter called the "Resident".

§ 1

1. Within the framework of the residency programme at the Centre for Creative Activities in Ustka, BGSW provides the Resident with: accommodation in single room in the Centre with the possibility of using the following workshop facilities: a computer graphics and film studio, a sculpture and ceramics studio, as well as a lecture hall with the possibility to present his or her works there.
2. The Resident agrees to familiarize with the rules of using the workshops, which he or she will use during the residency, testifying it with his or her signature.
3. BGSW provides a kitchenette and dining area. The kitchen can be used to prepare meals on their own.
4. BGSW does not pay to the Resident any allowances, fees and does not cover the costs of a possible accident insurance.
5. The Resident is obliged to cover all the costs of any damages resulting from his or her part during the implementation of this for possibly occurred due to the.

§ 2

1. The Resident declares that the works sent (with the application) are his or her copyright works.
2. The Resident agrees to submit any expectations from the part of BGSW not later than one month before his or her arrival.
3. Any expectations of the Resident will be consulted. He or she will receive a reply on whether these expectations would be implementable.
4. The expectations mentioned in §2 pt. 2 and 3 may concern: the parameters of audio-video equipment, access to spaces other than mentioned in § 1 pt. 1 and 3, substantive



and technical assistance resulting from the implementation of the project, organizational issues related to the workshop (age group of the workshop, the number of people, activities offered, etc.).

5. The Resident's project should concern art in public space, involving the local community. The idea of the project should refer to the place where the residency is held.
6. BGSW's intention is to deepen the cooperation with the local community at various levels, including the international one. BGSW expects from the Resident to establish a cooperative contact with the local community through direct involvement that community in the Resident's project, workshops, meetings, self-presentations, etc. The cooperation of the Resident and the local community should proceed to the mutual benefit of at least mutual learning about their different cultural backgrounds.
7. In accordance with § 2 pt. 6, the Resident agrees to lead free workshops for children, adolescents or adults. Materials for the workshops will be provided by BGSW. The number of participants, age group and the workshop concept depend on the Resident's assumptions.
8. The Resident undertakes to perform artistic work during his or her residency and present it as a draft in the space approved by the Director of BGSW.
9. The Resident declares that his or her project implemented in the Centre is a brainchild of the Resident, and that the works produced during the residency have not been subjected to a previous publication under the penalty of copyright infringement.
10. BGSW does not bear the costs of purchase of the materials required for the implementation of the Resident's project
11. BGSW does not insure works during the Resident's residency. The Resident can insure his or her works on their own.
12. The presentation of works created during the residency will be in the form of a meeting with the author, a show or an exhibition which as a culmination of the project.
13. The meeting with the author, the show or the exhibition mentioned in §2 pt. 12 will be held in the lecture hall or the exhibition hall, provided the date of the event will not interfere with previously scheduled programme of exhibitions and will end at the latest on the day of departure of the Resident.
14. The Resident will participate in the assembly and disassembly of the exhibition in the presence of an employee of BGSW. Upon request, the Resident will receive assistance from the part of BGSW in the shape of an assembler or an operator of equipment, free of charge.
15. BGSW does not cover costs associated with the technical organization of the exhibition other than mentioned in §2 pt. 14 and the support of the opening. BGSW does not bear the costs of buying any refreshments for the opening.
16. The resident takes full responsibility for his or her work during its assembling and disassembling. BGSW does not incur any costs for any damage of works. The Resident agrees to transfer the ownership of at least one work created during the residency free in favour of BGSW. The choice of the work will be made after mutual determination by the Resident and the Director of BGSW or an employee appointed by the latter. In the case of socially involved projects this concerns the documentation of the implemented project.



17. The Resident agrees to the use of his or her recorded reproductions of works, photographs, texts for all fields of use, i.e., inter alia, on the Internet, television, catalogues, prints, posters, invitations, flyers, advertisements, gadgets and other publications accompanying their stay and the exhibition, as well as storing them in BGSW's computers.
18. BGSW reserves the right to use and publish the digital reproductions of works produced during the artist's residency and his or her image.
19. The Resident agrees to photographing, filming or other recording of his or her image during the residency. The Resident allows the public use of their image in order to promote the project and BGSW.
20. The Resident agrees to contact with the media during his or her stay.
21. The Resident may bring any works of art on his or her own responsibility. BGSW does not cover any damages to such works, as well as their insurance.

§ 3

1. 1. This Agreement shall remain in force from to.....

§ 4

1. Any changes to this agreement must be in writing to be valid.
2. In accordance with Art. 23 paragraph. 1 point 1 of the Act of 29 August 1997 on the Protection of Personal Data (Polish Journal of Laws No. 133, item. 883, as amended), the Resident agrees that the shared personal data are stored and processed at the headquarters of the Baltic Gallery of Contemporary Art in Słupsk solely for the purposes of organization of the residency.
3. The agreement is drawn up in two identical copies, one for each party.
4. Either party may terminate the contract by giving two weeks' notice.
5. Any dispute arising out of or relating to this Agreement, which cannot be resolved by mutual agreement, shall be settled by the court competent for the seat of BGSW.

.....
BGSW

.....
Resident