

AGREEMENT NO. IFSF/ / /2019

concluded on .....

by and between:

**Instytucja Filmowa „Silesia-Film”**, 40-008 Katowice, ul. Górnicza 5, NIP [Tax Id. No]: 634-012-57-90, registered in the Register of Cultural Institutions of the Śląskie Voivodeship under the number RIK-IF/21/05, hereinafter referred to as the Contractor, represented by:

Patryk Tomiczek - Director

and

..... hereinafter referred to as the Principal  
reading as follows:

#### § 1

1. In relation to the making of a film ..... under the working title “.....”, the Principal shall commission the Contractor:  
.....
2. The Contractor undertakes to perform the Services for the Principal in accordance with the applicable provisions of the Polish law, based on and with the use of documents and information received from the Principal, where the Contractor shall not verify the correctness of the information provided by the Principal.
3. The time of performance of the Services shall include the time from the moment of signing the Agreement until the end of shooting within the area of the Śląskie Voivodeship (in accordance with the calendar shooting plan or any other film making schedule provided by the Principal). The Principal shall inform the Contractor, via e-mail, to the address: m.rychla@silesiafilm.com of finishing the shooting within the area of the Śląskie Voivodeship which will form the basis for issuing an invoice.

#### § 2

1. Rights and Obligations of the Principal:
  - 1.1 The Principal shall be entitled to receive current information at every stage of the completion of the Services. The information shall be provided orally and/or by means of electronic mail to the address:  
.....
  - 1.2. The Principal undertakes to cooperate with the Contractor in relation to the use of the Services, and in particular, to provide the Contractor with necessary information, data, compilations, elaborations, photographs as well as access to the Principal’s staff or access to any other persons whose cooperation is necessary for the performance of the Services. The Principal represents that it processes personal data of natural persons whose data it shall make available to the Contractor for the purposes of correct performance of the Services in accordance with the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation - hereinafter referred to as GDPR).
  - 1.3 In the case of a need of which the Contractor informs the Principal via e-mail, the Principal undertakes to appoint a representative for the participation in meetings organised by the Contractor, among others, with owners of the facilities, municipal services, uniformed services, etc. for the purpose of proper performance of the Services, etc. for the purpose of correct performance of the Services on the previously agreed dates.
  - 1.4 The Principal shall bear the sole liability for how its personnel (employees and co-employees) and its other representatives fulfil their tasks as part of cooperation, for timeliness, correctness, accuracy and completeness of all information, data, compilations, elaborations, photographs and other materials presented to the Contractor as referred to in item 1.2. above. The Contractor may, without verification, use and rely on information, data and any other materials delivered by the Principal or other persons indicated by the Contractor.
  - 1.5 Any and all requests concerning the expression of consents/permits for shooting, use of the facilities, car parks, and other public and private spaces shall be made by the Principal, within the dates specified in the acts of national and urban law, rules and regulations and other internal documents of entities issuing the consents/permits. The liability for submitting requests in an untimely manner shall be borne by the Principal. Any fees related to obtaining consents/permits, payments for the lease of land, parking, use of a road lane, the lease costs of locations as well as for the provision of

services by third parties shall be borne exclusively by the Principal and shall not be incurred and then re-invoiced by the Contractor.

- 1.6 the Principal shall be solely liable for the implementation of any advice, opinion, guidelines or work results presented by the Contractor as part of Service provision.
- 1.7 The Principal shall bear the full liability, among others, for:
  - a) Undertaking any managerial decisions and performance of all managerial functions;
  - b) Appointing persons for ongoing cooperation with the Contractor as part of the Service performance and supervision over the Service performance;
  - c) Undertaking decisions as part of Services performed by the Contractor and the effects related to them;
  - d) Implementation of results of the Services and any further action undertaken as a result of the Services;
2. Rights and Obligations of the Contractor:
  - 2.1 The Contractor undertakes to perform the Services with due diligence and in compliance with dates agreed with the Principal.
  - 2.2 Employees of the Contractor shall perform the Services for the Principal in a manner consistent with the applicable internal provisions of the Instytucja Filmowa "Silesia-Film" in Katowice, including, in particular, in accordance with the work regulations, within the working hours indicated in the regulations, that is, from Monday to Friday between 8:00 am and 4:00 pm. For the activities undertaken by employees related to the performance of the Services outside the working hours provided for herein, a consent of the Head of Instytucja Filmowa "Silesia-Film" in Katowice shall be required.
  - 2.3 The Contractor shall be obliged to immediately inform the Principal of any events and circumstances which may hamper, delay or prevent from the performance of the Services, and in the case of lack of possibility to perform a part of them for objective reasons, the Contractor undertakes to propose alternative solutions to the Principal.
  - 2.4 The Contractor shall be entitled to address the Principal with a request for providing additional information on the production or for submitting additional documents if the information and documents provided earlier are not sufficient for the performance of the Agreement.

#### § 3

1. For the performance of the subject matter of this Agreement as specified in § 1, the Contractor shall be entitled to remuneration in the amount of: PLN ..... net (in words: ..... zlotys net); PLN gross (in words: ..... zlotys).
2. The remuneration referred to in sec. 1 shall be payable by bank transfer to the Contractor's bank account within 14 days of the issue date of the invoice. In the case of a payment made in an untimely manner, the Contractor shall be entitled to charge statutory interest for the delay.

#### § 4

1. In the case of the Contractor's withdrawal from the Agreement for reasons attributable to the Principal, or in the case of unjustified withdrawal from the Agreement by the Principal, the Contractor shall be entitled to request from the Principal the total remuneration as specified in § 3.1 herein.
2. In the case of the Principal's withdrawal from the film making as referred to in § 1 herein, the Contractor shall be entitled to the remuneration specified in § 3.1 if it completed all activities commissioned under this Agreement.

#### § 5

1. The Contractor undertakes to keep confidential all information, data, compilations, elaborations received from the Principal in relation to the performance of the Services, subject to the provisions of §5 (2) and (3) (below). The confidentiality obligation shall be binding also after the performance of the Services.
2. The Principal shall express its consent to the information, data (including personal data), compilations, elaborations received from the Principal being transferred by the Contractor to third parties in the scope it is necessary for the performance of the Services. Natural persons being the data subjects have been informed of it and provided their consent with this regard to the Principal.
3. The Contractor shall be entitled to inform of the performance of the Services for the Principal and to use the information on the performance of the Services and their scope in all information and

promotional materials, in traditional media, at the websites: [www.silesiafilmcommission.pl](http://www.silesiafilmcommission.pl), [www.silesiafilm.com](http://www.silesiafilm.com), [www.slaskie.pl](http://www.slaskie.pl) as well as in social media.

4. The Contractor may retain copies of documents and files provided by the Principal in relation to the performance of the Services for the Principal in order to comply with the applicable law, professional standards, internal policy on archiving and for own information and promotional as well as statistical purposes.

#### § 6

1. In the case the Contractor provides the Principal with information on the entities and persons providing services searched by the Principal, the Contractor shall not be liable for the quality and timeliness of the services. Personal data of natural persons mentioned herein shall be provided to the Principal as the Data Processor and it shall process them in accordance with the GDPR and Polish implementing acts.
2. The Contractor shall not be liable for the damage resulting from the Principal's infringement of the provisions of law, this Agreement, or for action undertaken on the basis of incomplete or incorrect data provided by the Principal.
3. The Contractor shall be entitled to refuse the performance of the Services if it infringes this Agreement or applicable provisions of law.

#### § 7

1. None of the Parties may be made liable for any damage, costs, or expenses resulting from or in connection with any delay, ill-performance or non-performance of the Agreement if it occurred in relation to the occurrence of force majeure. In such a case none of the Parties may charge contractual penalties, either.
2. Force Majeure within the meaning of this agreement shall mean any unpredictable situations or events of special nature, beyond the control of any of the parties, preventing any of the Parties from fulfilling their obligations provided for in this agreement, not resulting from any error or negligence of the Parties and remaining impossible to overcome, despite exercising due diligence, and in particular: natural disaster events such as: flood, hurricane, violent storms, whirlwinds, particularly intensive and long-term downpours, or exceptional and external events which could not have been prevented (war, martial law restrictions, resurrection, revolution, riots, etc.), including also arbitral refusals of issuing authorisations by state authorities or private entities.  
Within the meaning of this Agreement, force majeure is not, in particular, shortfall in equipment, staff, materials, employee disputes, strikes, financial difficulties or cumulation of such factors.
3. A Party to the Agreement facing force majeure must immediately inform the other Party to the Agreement of the situation, the nature of the problem, expected duration and anticipated consequences as well as undertake activities in order to minimise any possible damage.
4. The Party to the Agreement citing the circumstances of force majeure should document its occurrence.

#### § 8

Any and all changes to the Agreement must be in writing under pain of nullity.

#### § 9

Provisions of the Civil Code shall apply to matters not regulated by this Agreement.

#### § 10

Any disputes which may arise out of this Agreement shall be resolved by a court which has territorial jurisdiction over the Contractor's registered office.

#### § 11

This Agreement has been drawn up in three counterparts, two for the Contractor and one for the Principal.

PRINCIPAL

CONTRACTOR