Reference number assigned to the case by the Contracting Authority: RES/01/01/2021/OK

# ANNEX 6

**Relevant provisions of the agreement**

**AGREEMENT**

concluded on [●], 2021, in [●], by and between

**FUNDACJA WWF POLSKA** with its registered office in Warsaw at ul. Usypiskowa 11, 02-386, entered into the register of entrepreneurs of the National Court Register under the no.: 160673, NIP: 5213241055, REGON: 015481019 (hereinafter: “WWF”), represented by [●]

and

[●] (hereinafter: “The Contractor”), represented by [●]

jointly referred to as “Parties”.

**§ 1**

WWF hereby commissions the Contractor and the Contractor hereby agrees to provide a publication entitled “Optimisation of the electricity generation mix in Poland on a climate-proof renewables development path within a 2030, 2040 and 2050 timeframe with an aspirational ‘100% renewables’ target” in accordance with provisions stipulated in the Letter of Inquiry on providing a publication entitled „100% OZE w 2050 roku” (ref. no. RES/01/01/2021/OK) (hereinafter: “the Publication”) and annexes attached thereto as well as in this agreement.

(…)

**§ 2**

For the provision of the Publication the Contractor will receive renumeration in the amount of [●] increased by VAT, according to applicable law provisions. The aforesaid renumeration will be paid within [●] days from the date of [●].

**§ 3**

The Contractor is obliged to provide the Publication within 6 months from the date of the conclusion of this Agreement.

(…)

**§ 4**

1. Once the Publication is determined, even if it is incomplete, as part of the remuneration referred to in § 2 of the Agreement, the Contractor transfers to WWF in full the proprietary copyrights to the unlimited use and disposal of the Publication, in whole or in part, without territorial and time restrictions in the following fields of use, including for the purpose of using the Publication in advertising or promotional activities regarding WWF:
2. in the field of recording and reproducing the Publication - producing copies of the Publication using any technique, including printing, reprographic, magnetic recording and digital technology;
3. in the field of trading in the original or copies on which the Publication has been recorded - marketing, lending or renting the original or copies;
4. in the field of disseminating the Publication in a manner other than specified in point b) - public performance, exhibition, display, reproduction, broadcasting and rebroadcasting, as well as making the work publicly available in such a way that everyone can have access to it at a place and time chosen by them.
5. The Contractor assigns to WWF the right to exercise and to authorize the exercise of the derivative copyright to the Work.
6. The Contractor declares and warrants that the Publication is free from legal or physical defects, does not infringe any personal rights, does not contain any borrowings or elements of other works protected by copyright. In the event of a claim by any third party in connection with the operation of the Publication by WWF, the Contractor undertakes to provide all explanations, join any litigation and cover any costs or losses on the part of WWF related to this claim.
7. The Contractor undertakes not to exercise moral rights and hereby authorizes WWF to exercise these rights for an indefinite period of time.

**§ 5**

1. This agreement has been drawn up in two identical copies.
2. Any changes and amendments to this Agreement shall be valid only if made in a written form and signed by the authorised representatives of the Parties.
3. The provisions of the Polish Civil Code shall apply to the matters not regulated herein.
4. Any disputes resulting from this Agreement or arisen in relation with the Agreement, which cannot be settled amicably, shall be referred by the Parties to the settlement by the competent court. Additionally, the Parties resolve that the court competent for arbitration shall be the court of the Claimant.

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  On behalf of  WWF | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  On behalf of  the Contractor |