

Content Licence Agreement

between

Studio Gaus GmbH

Erich-Steinfurth-Straße 6, 10243 Berlin, Germany
represented by the managing director Mr. Jevgenij Gaus,

or - hereinafter called "Studio Gaus" -

and

Ostravska Univerzita

Dvorakova 7, 70103 Ostrava, Czech Republic
represented by the rector prof. MUDr Jan Lata,

- hereinafter called "the Partner" -

shall conclude the following Content Licence Agreement:

Preface

Between 01. September 2020 and 31. August 2023 this Project shall receive a grant from the *Fundacją Rozwoju Systemu Edukacji (FRSE) Narodową Agencją programu Erasmus+* under the conditions of Grant Agreement No. 2020-1-PL01-KA204-082002. The Parties shall be beneficiaries under the aforementioned Grant Agreement.

The Parties shall in this project jointly develop an online platform, which will enable users to learn the Polish language.

- hereinafter called "polski.info Website" -

The Parties agree that the rights of use and of exploitation with regard to the services and results listed in Appendix 1 shall **not** be affected by the present Agreement, and that such rights shall remain the property of the originator and/or the rights holder, irrespective of any further development of the polski.info Website in the context of various projects.

The present Content Licence Agreement shall solely govern the legal circumstances with regard to the content of the polski.info Website listed in Appendix 2 of this Agreement, insofar as such content is or has been created by the Parties in the framework of the aforementioned grant during the period 01. September 2020 to 31. August 2023 (hereinafter called "the Content").

1. Granting of rights

- 1.1. The Parties shall herewith grant each other the non-exclusive right, without limitation as to time, space and content, to comprehensively use and exploit the Content, including the right to use and exploit the Content for commercial marketing purposes. The aforementioned right shall include all known and unknown forms of providing services both on the internet and outside it, in particular the following rights of: reproduction; making available to the public; distribution; communication to the public; adaptation; advertising; recitation.
- 1.2. The Partner may not grant any third party the right laid down in Clause 1.1.
- 1.3. The Partner may not use the Content to create new websites that may be used to compete, either directly or indirectly, with the polski.info Website
- 1.4. The Partner may not make available the Content to third party companies, either in return for payment or without payment, which are in direct or indirect competition with the services provided by the polski.info Website.
- 1.5. The Partner may not use or exploit the Content to advertise third-party products.
- 1.6. To the extent that any pre-existing results of the other partners of the Project are adapted in accordance with project planning in such a way as to merge them inseparably with the Content, the Partner shall acquire the right laid down in Clause 1.1 to the newly formed Content, insofar as this does not contradict the legal situation with regard to pre-existing results. In the event of disagreement, the Parties shall strive to achieve, or work towards, an amicable settlement.

2. The Parties' obligations

- 2.1. The rights to the subject matter of this Agreement pursuant to Clause 1 shall be granted without payment and for an unlimited period of time.
- 2.2. Should the Partner use the Content in any other place than the polski.info Website, he shall mention the Project as originator and/or holder of the rights of exploitation in the place where he embeds the Content either partially or in its entirety. In this case, he shall use the words "https://polski.info" or "Content based on https://polski.info", written in letters of at least font size 8 pt, immediately at the end of any content that was taken from the Content.
- 2.3. The Parties shall at all times grant each other access, free of charge, to any content that was developed by reference to the Content, so as to allow checks to be carried out for compliance with the contractual obligations.

3. Warranty of rights ownership

- 3.1. The Parties shall warrant that they are entitled to grant each other the right laid down in Clause 1.1. and that the work is free of any third-party rights. They shall warrant that the use of the works in the context of this Agreement does not infringe any third-party personal rights.
- 3.2. Should a Party become aware of the fact that the rights relating to the subject matter of this Agreement have become impaired, he shall immediately inform the other Party about this fact.
- 3.3. In case of violation of copyrights or intellectual rights of any third-party and allegations made by third parties, caused by the content produced or uploaded by the Partner, the Partner is held responsible for all consequences, including financial.

4. Open Licence

The Partner shall agree to the publication in the framework of an "Open Licence" of the results of the work he carries out for the Project. He shall grant Studio Gaus the right to determine the way this licence is set up and drafted, and to specify the details of such licence.

5. Final provisions

- 5.1. This Agreement shall be for an unlimited period of time and shall enter into force immediately after being signed.
- 5.2. The Partner shall waive the option of terminating this Agreement, regardless of the reason.
- 5.3. This Agreement shall be governed by the law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. Place of jurisdiction for all disputes arising from this contractual relationship shall be Berlin, Germany.
- 5.4. Any changes or amendments to this Agreement shall be made in writing.
- 5.5. Should individual provisions of this Agreement be or become invalid, the remaining provisions of the Agreement shall remain valid. The parties shall then strive to replace the invalid provision with an arrangement that most closely approximates the invalid provision.

Studio Gaus GmbH

Berlin, 1, 11, 2021
Place and date (day / month / year)

Gaus, Jerginj, CEO
Name, surname, function

Signature and stamp

Studio Gaus GmbH
Erich-Steinfurth-Str. 6, 10243 Berlin
info@studiogaus.com
www.studiogaus.com

Partner

OSTRAVA, 23, 09, 2021
Place and date (day / month / year)

prof. MUDr. JAN LATA, CSc. / RECTOR
Name, surname, function



OSTRAVSKÁ UNIVERZITA
Rektorát
Dvořákova 7 / 701 03 Ostrava
www.osu.cz

Signature and stamp

Appendix 1

The rights of use and of exploitation with regard to the following elements of the polski.info Website shall not be affected by this Agreement and shall remain the property of the originator and/or the rights holder, in this case Studio Gaus. These elements shall be the following:

1. the website as such under the current domain of the polski.info Website (<https://polski.info>);
2. the software, the source code of the website and of the application software as well as the programming code and programming data created for the polski.info Website;
3. the design (the logos, the design of the website as well as the illustrations and graphic art created to enable users to operate the website);
4. the polski.info Website domain (<https://polski.info>);
5. the corporate design of polski.info Website, and the design of advertising material for the Project;
6. and furthermore anything that was created in the context of the aforementioned Project and is not listed in Appendix 2.

Appendix 2

The subject matter of this Agreement shall be the content of the polski.info Website specified hereinafter, insofar as such content is created by the Parties in the framework of the aforementioned grant during the period 01. September 2020 to 31. August 2023 (hereinafter called "the Content"). The regulation of the rights of use and of exploitation that is the purpose of the present Agreement shall only apply to the aforementioned Content. The Content shall consist of the following:

1. the courses, consisting, *inter alia*, of dialogues, exercises, vocabulary, grammatical explanations and supplementary text material;
2. the grammar common to all course levels;
3. additional information on Polish language;
4. general information about the polski.info Website (about the project; interface texts; help texts; the user's guide) and advertising copy for posters, flyers and other printed matter;
5. the translation of any of the aforementioned texts into another language;
6. audio files that were created for the courses, e.g. dialogues, exercises, vocabulary;
7. illustrations & videos created for the courses;
8. content created for social networks.