

RULES OF THE CALL FOR ARTIST RESIDENCIES WITHIN THE PROJECT “Deconfining arts, culture and policies in Europe and Africa (DECONFINING)”

§1 GENERAL PROVISIONS

1. The organiser of the Polish part of the project “Deconfining Arts, Culture and Policies in Europe and Africa” (hereinafter: “Project”) is the ART TRANSPARENT Foundation (hereinafter: “Organiser”), which carries out the Project in partnership with organisations from Europe and Africa, in particular with Nafasi Art Space from Tanzania (hereinafter: “Partner”).
2. The Call for Artist Residencies (hereinafter: “Residencies”) takes place from 24 June 2023 to 31 August 2023.
3. The Call for Residencies will select artists from Europe and Africa – from countries such as the Czech Republic, Hungary, Kenya, Poland, Rwanda, Slovakia, Tanzania, Uganda and Zambia – who have demonstrated the greatest artistic competence connected with the theme of the Project and who will be invited to participate in the Residencies in order to prepare artistic works in the medium of moving image (film and digital techniques, video, animation, found footage, etc.) (hereinafter: “Project Participants”).
4. The Residencies of the European artists in Africa will take place in the first quarter of 2024, the Residencies of African artists in Europe will take place in June-July 2024.
5. The working language of the Residencies and the Project shall be English.
6. These Rules are binding for the Organiser and Project Participants, they regulate the terms and conditions of participation in the Project, the rights and obligations of the Organiser and the Project Participants, as well as issues connected with the call for Residencies under the Project (hereinafter: “Call”).
7. The Rules are available for inspection at the Organiser’s office or at www.arttransparent.org.
8. The Organiser shall organize and cover the cost of the Residency programme, as well as cover the agreed costs of the production of artistic works.

§2 Call for participants in the Residency

1. The Call for participants is open and takes place in the form of a competition.
2. Persons interested in taking part in the Residency shall send applications containing: an application form (with personal data and answers to questions concerning participation in the project), an artistic portfolio and CV.
3. The link to the Application Form is available at www.arttransparent.org.
4. The Organiser reserves the right to freely select the participants on the basis of the scope and artistic value of their portfolio as well as the general assumptions of the Project.
5. The Organiser will select the participants from among the submitted applications.

6. The participants may not be persons who are members of the Competition Jury or persons involved in the organisation and preparation of the Competition.
7. Contracts will be signed with the selected participants, which will specify the conditions of their participation in the Project and the production of artistic work.
8. Participation in the Residency is free of charge and compulsory for the selected participants. The Organiser does not provide remuneration for the participation in the Residencies. The Organiser shall provide a fee for the production of the artistic work, in the amount of at least EUR 500.

§3 Rules of conducting the Call

1. The Organiser appoints Ola Jach as the Call Coordinator responsible for the organisational work and handling day-to-day correspondence.
2. Correspondence should be sent in electronic form to the e-mail address opencall@arttransparent.org, each time with the word “Deconfining” in the subject.
3. The submitted applications will be assessed by the Competition Jury.
4. The Competition Jury will be composed of representatives of the Organiser and the Partner.
5. The deadline for sending applications is 31 August 2023.
6. The deadline for announcing the results of the Call is 30 September 2023.
7. The deadline for producing the artistic works is 28 February 2025.
8. The Organiser reserves the right to change the deadlines contained herein.

§4 Production of artistic works within the Project

1. The jury will select for production seven artistic works by at least six participants of the Project.
2. The production of the artistic works will take place with the Participant’s involvement, according to a production schedule agreed with the Organiser.
3. The Organiser shall cover the costs of producing the works up to an amount individually agreed with each Project participant, on the basis of a separate agreement.
4. The Organiser shall provide the Participant with technical and organisational assistance in the production of the artistic work, after prior agreement of technological details.
5. In justified cases, the Organiser reserves the right to discontinue the production of the work and present it only in the form of description, sketches and documentation.

§5 Copyright

- 1.** By producing an artistic work as part of the Project, the Project Participant agrees to grant the Organiser an irrevocable licence, without time and territorial restrictions, to publicly present and promote their artistic work and to include it in film and photographic materials documenting the Call. The detailed rules for granting the licence and using the work, including the amount of remuneration for the granting of the licence, will be specified in an individual contract between the Participant and the Organiser. The Participant also agrees that the Organiser may sub-license the artistic work on the same terms to third parties (including in particular to the Project Partners).
- 2.** The Participant shall retain all personal and economic copyrights to the artistic work to the extent that they have not transferred them to the Organiser in a separate agreement. The rules of returning the artistic work shall be specified in a separate agreement.
- 3.** By submitting a proposal of a work for production within the Project, the Participant guarantees that the work does not, and will not, have any legal defects; simultaneously, the Participant assumes all possible claims of third parties connected with any financial and legal defects of the produced artistic work. The Participant shall be solely responsible for any legal defects in their artistic work.
- 4.** In the case of the presentation of the artistic work after its production under the Project, i.e. on the occasion of other exhibitions, festivals, cultural events, etc., the Project Participant is obliged to inform in all materials that the work was created on commission and with the funds of the Art Transparent Foundation within the framework of the Project, to provide information about the sources of financing, and to inform the Organiser of each public presentation of the artistic work.

§6 Final provisions

- 1.** Completing the Application Form and submitting the application is tantamount to accepting these Rules.
- 2.** The Organiser reserves the right to change the deadlines contained in these Rules.
- 3.** The Participants' personal data will be processed on the basis of Article 6(1)(a) 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), for the purpose of carrying out the Call, in particular for the purpose of enabling the Participants to participate in the Project, for the period necessary for these purposes. The data will be processed in accordance with the General Data Protection Regulation and the Personal Data Protection Act of 10 May 2018 (Journal of Laws 2018, item 1000).
- 4.** The controller of the personal data of the Participants is the Organiser, i.e. Art Transparent Foundation, ul. Ofiar Oświęcimskich 1/2, 55-069 Wrocław, KRS: 0000247340, NIP: 9151705192, Regon: 020216173, e-mail: fundacja@arttransparent.org
- 5.** For the purposes specified in §6(2) of these Rules, the following personal data of the Participants will be processed: name, surname, telephone number, e-mail address and address of residence.
- 6.** Providing personal data by the Participants is voluntary; however, failing to provide such data may make it impossible to participate in the Project. Personal data obtained in connection with the

conclusion and execution of the contract shall be processed exclusively for this purpose, or for the purpose of establishing and asserting claims or defending against claims. They may be transferred to other entities if there is a legal basis for doing so, or if the legitimate interest of the controller or a third party requires it.

7. The Organiser, as the controller of personal data, may use processors to whom it entrusts the processing of data on its behalf, on the basis of a separate agreement.

8. With regard to the processing of personal data by the Organiser, the Participant has the right to:

- access their data and receive a copy of their data;
- rectify (amend) their data;
- have their personal data erased if the processing of their data does not take place in order to comply with an obligation arising from a legal provision or to exercise the legitimate interests of the controller or of a third party;
- request the restriction of the processing of their data
- object to the processing of their data;
- lodge a complaint with the supervisory authority – President of the Office for Personal Data Protection (ul. Stawki 2, 00-193 Warsaw).