**RULES OF RECRUITMENT TO ARTIST RESIDENCIES IN THE FORM OF E-WORKSHOPS AS PART OF THE PROJECT “ARTIFAKE: ART INVADES FAKES”**

**§ 1 General provisions**

1. The Polish part of the “ARTIFAKE: Art Invades Fakes” project (hereinafter referred to as the “Project”) is organised by the ART TRANSPARENT Foundation (hereinafter referred to as the “Organiser”), which implements the Project in partnership with the following organisations: from Ukraine – Internews Ukraine, and from Armenia – Association of Audio-Visual Reporters (hereinafter referred to as “Partners”).
2. Artist residencies in the form of e-workshops (hereinafter “Workshops”) will be held as part of the Project from 22 to 26 February 2021. Participation in the Workshops will be carried out by the Zoom communicator. The Workshops will be held in English and Russian (each time in these two languages).
3. These Rules are binding on the Organiser and Project participants from Poland. They regulate the terms and conditions of participation in the Project, the rights and obligations of the Organiser and Project participants from Poland, as well as the recruitment of Project participants from Poland to the Workshops held under the Project (hereinafter “Recruitment”).
4. The Rules are available for review at the Organiser’s seat or on the website www.arttransparent.org.
5. The purpose of the Recruitment is to select Workshops participants with the highest artistic competences connected with the subject of the Project.
6. At least one of the Workshops participants from Poland will be invited by the Organiser to carry out his or her artistic work whose design / concept will be created as a result of participation in the Workshop. The Organiser shall cover the agreed costs of producing the above-mentioned artistic work.

**§ 2 Recruitment of Workshops participants**

1. The recruitment of participants is open and takes the form of a competition.
2. Persons interested in participating in the Workshops shall submit an application containing an application form (including their personal details and a text describing the reasons and motives for wanting to participate in the Project) and an artistic portfolio (the description of the Project is available on the Organiser’s website).
3. The Application Form is available for download at www.arttransparent.org, in the WORD file format, in the ARTIFAKE tab.
4. The Organiser reserves the right to freely select the Workshops participants on the basis of the variety and artistic quality ​​of their portfolio and the Project guidelines.
5. The Organiser will select the Workshops participants from among the submitted applications.
6. The Workshops participants shall not be persons who are members of the Competition Jury or persons who have participated in the organisation and preparation of the Competition.
7. An agreement shall be concluded with the selected Participants, which shall specify the terms of participation in the project and possible production of an artistic work.
8. For the selected persons, participation in the Workshops is free of charge and obligatory. The Organiser does not provide remuneration for participation in the e-workshops.

**§ 3 Recruitment rules**

1. In order to carry out the organisational work connected with the Recruitment, the Organiser shall appoint the Recruitment Coordinator: Paweł Rogowski, who handles regular correspondence.
2. The correspondence, including the Project applications, shall be sent in electronic form to the following e-mail address: fundacja@arttransparent.org.
3. The competition entries shall be evaluated by the Competition Jury.
4. Members of the Competition Jury shall include the Organiser’s representatives.
5. Deadline for submitting the applications – 18 February 2021.
6. Deadline for announcing the results of the Recruitment – 19 February 2021.
7. The Workshops will be held on 22–26 February 2021.
8. Deadline for entering an artistic work by the Workshop participants – 26 March 2021.
9. Deadline for the production of the artistic work – June–September 2021.

**§ 4 Production of artistic works under the Project**

1. The Competition Jury shall select at least one artistic work by at least one Workshops participant from Poland for production.
2. The Participant shall be involved in the production of the artistic work in accordance with the production schedule presented by the Organiser.
3. The Organiser shall cover the cost of producing the works up to an amount agreed individually with the Workshops participant in a separate agreement, but not higher than EUR 5,000.
4. After prior agreement on technical details, the Organiser shall provide the Workshop participant with technical and organisational assistance in the production of the artistic work.
5. In justified cases, the Organiser reserves the right to resign from the production of the work and present it only in the form of a description, sketches and documentation.

**§ 5 Copyright**

1. By entering an artistic work for production under the Project, the Workshops participant agrees to grant the Organiser an open-ended worldwide license to present and promote the artistic work and to include it in film and photographic materials documenting the Project. The terms of granting the license and detailed rules for using the work, including the fee for granting the license, shall be specified in an individual agreement concluded between the Workshops participant and the Organiser.
2. The Workshops participant shall retain all personal copyrights to the artistic work as well as proprietary copyrights to the extent that they have not be transferred to the Organiser under a separate agreement. The rules for the return of the artistic work shall be specified individually in a separate agreement.
3. By submitting an artistic work for production under the Project, the Workshops participant shall guarantee that the work does not and will not have any legal defects, and shall accept any possible claims of third parties connected with financial and legal defects of the submitted artistic work. The Workshops participant shall be solely responsible for any legal defects of the work submitted for the competition.
4. Shall the work be presented after its production as part of the Project, i.e. during other exhibitions, festivals, cultural events, etc., the Workshops participant is obliged to inform in all materials that the work was commissioned and financed by the Art Transparent Foundation as part of the Project, including the information about the sources of financing, and to inform the Organiser of each public presentation of the artistic work.

**§ 6 Final provisions**

1. Completing and sending the application is tantamount to accepting these Rules.
2. The Organiser reserves the right to change the deadlines contained herein.
3. The participants’ personal data will be processed pursuant to Art. 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), in order to carry out the Recruitment, in particular to enable participation in the Project, for the period necessary to achieve these goals. The data shall be processed in accordance with the general data protection regulation and the Act of 10 May 2018 on the protection of personal data (Journal of Laws 2018, item 1000).
4. The controller of the personal data of the Competition 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 §7(2) of the Rules, the following personal data of the Competition Participants shall be processed: name, surname, telephone number, e-mail address and home address.
6. Providing personal data by the Competition Participants is voluntary, but failure to do so may prevent them from participating in the Project. The personal data obtained in connection with the conclusion and execution of the agreement are processed only for this purpose, or to establish and pursue claims, or to defend against claims. They may be transferred to other entities if there is a legal basis for their disclosure or if it is required by the legitimate interest of the controller or a third party.
7. The Organiser, as the personal data controller, may use the assistance of processing entities entrusted with data processing on the Organiser’s behalf, under a separate agreement.
8. In connection with the processing of personal data by the Organiser, the Project participant has the right to:

* access their data and obtain a copy of them;
* amend (correct) their data;
* have their personal data deleted in a situation where the data processing is not carried out in order to fulfil an obligation resulting from a legal provision or to exercise the legitimate interests of the controller or a third party;
* request the limitation of data processing;
* object to data processing;
* lodge a complaint with the supervisory authority – President of the Personal Data Protection Office (to the address of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warsaw).