

**TERMS AND CONDITIONS OF THE RESIDENCY PROGRAMME
OF THE HOUSE OF LITERATURE IN GDAŃSK
ENTITLED “LITERARY MAP OF GDAŃSK”**

Terms and definitions

Organiser or House of Literature: **Dom Literatury w Gdańsku** – a cultural institution with its seat at ul. Długa 35 (postcode: 80-827 Gdańsk), entered in the Register of Cultural Institutions kept by the Gdańsk City Municipality at number: 13/25, REGON number: 542102554 NIP number: 5833541685, supported by the City of Gdańsk.

Committee: two representatives of the House of Literature in Gdańsk and one of the artists involved in the preparation of the earlier edition of the Literary Map of Gdańsk (writer or visual artist).

Applicant: a person who creates literature (poetry, prose, essay, reportage, literary criticism, literary translation, children's literature, academic activity) or visual arts and who submits an application as a part of the Recruitment.

Terms and Conditions: these Terms And Conditions of the Residency Programme of the House of Literature In Gdańsk entitled “Literary Map of Gdańsk.”

Resident: a person who creates literature (poetry, prose, essay, reportage, literary criticism, literary translation, children's literature, academic activity) or visual arts and who has been accepted for a creative stay as a part of Residency.

Literary Residency: a creative stay in Gdańsk of at least 2 weeks but not more than 5 weeks where the output of the stay is a work prepared as a part of the Programme based in the stay plan presented during the recruitment.

Literary Residency Location: Gdańsk.

Programme: the Residency Programme of the House of Literature in Gdańsk entitled “Literary Map of Gdańsk”

Recruitment: entitled operated by the Organiser.

§ 1

Organiser

1. Thee “**Literary Map of Gdańsk**” Residency (hereinafter: “**Residency**”) is one of the components of the residency programme organised by the **House of Literature in Gdańsk** – a local government cultural institution.

2. The Programme is funded by a special-purpose subsidy of the Gdansk City Municipality.

§ 2

Purpose of the Residence

1. The purpose of the Residency is to research and promote the literary traditions of Gdańsk, disseminate the knowledge about the people and phenomena creating the local literary background, support sustainable tourism by emphasising the values of the locations outside the strict city centre, support multidisciplinary initiatives, offer artists in the fields of literature and visual arts free-of-charge accommodation in Gdańsk and provide them with the financial support allowing them to implement their stay plan presented during Recruitment and agreed with the Organiser, where the intended output is a new edition of the Literary Map of Gdańsk according to the concept proposed by the Applicants at the Recruitment stage.
2. The Literary Map of Gdańsk is an artistically designed tourist trail inspired by the history of the writing, printing and literary tropes associated with Gdańsk. Issued as a set of loose cards to be collected at the designated points, it is an urban game and thus not only does it promote the local literary setting but it also fosters the cooperation between various actors and supports sustainable tourism.
3. The intended output of the Residency is a new edition of the Literary Map of Gdańsk created by a duo (writer and visual artist); its subsequent translation (to Polish or English), typesetting, printing, distribution and promotion will be the responsibility of the Organiser.
4. The Residency is addressed to writers, poets, cultural researchers and visual artists from all over the world who are interested in urban themes in a broad sense of the term and wish to explore local literary and artistic communities.
5. An Applicant who has submitted an application as a part of the Recruitment and has been qualified for a the Literary Residency in the Recruitment and has signed a contract with the Organiser receives the Resident status.
6. The Recruitment for the Programme will take place at the time as specified in the next sections of these Terms and Conditions.

§ 3

Eligible Applicants

1. Participation in the Residency is open to natural persons of full legal capacity who are engaged in creative activities in the field of literature or visual arts, whether living in Poland or abroad, and who:
 - a. have published at least one book or volume of poetry or who regularly publish in literary magazines of a national range,
 - b. in the case of visual artists – those whose creative activity has been presented at least at one solo exhibition or who have participated in at least three group exhibitions, or who have documented collaborations as a part of publishing projects.
2. The Residency is addressed Applicants who work in the fields of literature or visual arts, regardless of the genre in which they create or their preferred technique.
3. Applicants must not be married to the Organiser's management staff and must not be related by consanguinity or by affinity in a direct line and must not be employed by or remain in a relationship of mandate with the Organiser's management staff.
- 4.

§ 4

Recruitment deadlines and rules

1. In order to implement the Literary Residency, the Committee will carry out Recruitment on the terms as set out below.
2. The Recruitment for the Literary Residency shall be announced by the Organiser once a calendar year, not later than one calendar month before the Residency commencement date.
3. During the Recruitment the Organiser will select 2 artists (one in the field of literature and one in the field of visual arts) who will be invited to participate in the Literary Residency in a given calendar year.
4. A duo submits one application only, which must be accompanied by the documentation specified in § 4(9), taking into account the requirements set out in 4(9)(d) for both the writer and the visual artist. If one of the duo fails to meet the formal requirements, the application is rejected in its entirety.
5. In the case of single applications, the creative duo will be selected by a Committee appointed by the Organiser.
6. The Organiser announces the Recruitment on: www.literaryresidenciespoland.pl.
7. In the Recruitment announcement, the Organiser announces the theme of the current Programme edition.
8. The deadline for the submitting the applications as a part of the Recruitment will be detailed in the announcement of the start of the Recruitment but it will not be less than 3 weeks after the Recruitment announcement date.
9. The Recruitment application form is available in **Annex 1** to these Terms and Conditions. The Organiser also publishes a digital version of the application form on the Recruitment website.
10. Applicants are required to complete the application in Polish or English. An application should include:
 - a) the Applicant's personal details: full name, e-mail address, mobile phone number, the country of tax residence and nationality;
 - b) a résumé outlining previous artistic achievements and professional experience in relation to literature or visual arts, the residencies completed to date (max. 2 A4 pages in the .pdf format);
 - c) a list of published literary works plus an excerpt (up to 5,000 characters with spaces) from at least one of such works or, for visual artists, a list of completed exhibitions and a portfolio (up to 10 slides exported to the .pdf format or a link to an online portfolio);
 - d) a description of the concept and process for executing the new edition of the Literary Map of Gdańsk (up to 5,000 characters with spaces) which are based on the main theme of the current Programme edition and are consistent with the previous edition of the Literary Map of Gdańsk;
 - e) a covering letter (up to 2000 characters with spaces);
 - f) a confirmation of having read and accepted these Terms and Conditions;
 - g) consent to personal data processing for the purpose of the Recruitment.
11. The application must be sent only by email to rezydencje@miastoliteratury.com, through the completion of the application referred to in § 4(9) hereof.
12. The application must be submitted by the deadline set out in the Recruitment. Applications received by the Organiser past the deadline indicated in the Recruitment announcement will be rejected and

their content will not be reviewed. The compliance with the application submission deadline depends on when the application was received.

13. An Applicant may submit not more than one application per Recruitment. In the case of a duo, the application must be completed and signed by both members of the creative duo. The application can be sent from the e-mail address of one of the members of the duo.
14. Should an application have any formal shortcomings, the Organiser may request the Applicant by e-mail to remedy the shortcomings within 3 working days.
15. Any questions regarding the execution of the Literary Residency can be sent during the Recruitment to: rezydencje@miastoliteraturne.com.
16. The Applicants confirm their acceptance of the Terms and Conditions and their consent to the processing of their personal data in accordance with these Terms and Conditions by ticking the appropriate confirmation box ("box") in the application.
17. The Organiser reserves the right to announce the date of supplementary recruitments.

§ 5

Operation of the Committee, review of the applications

1. The submitted applications will be reviewed by a Committee composed of: two representatives of the House of Literature in Gdańsk and one of the artists involved in the creation of the previous edition of the Literary Map of Gdańsk.
2. The Committee is appointed by way of an order by the Director of the House of Literature in Gdańsk, who also appoints the following from among the Committee members: the Chairperson of the Committee and the Secretary of the Committee. The composition of the Committee is not public until the date the results are announced.
3. The Committee shall operate behind closed doors and its sessions shall be recorded in minutes.
4. Applications are first reviewed for formal matters by the Secretary of the Committee. The formal review shall be recorded on the formal review sheet, the form whereof is available in **Annex 2** to the Terms and Conditions.
5. The criteria for the formal review are set out in the formal review sheet template.
6. If there is an application that has any formal shortcomings that **can be remedied**, the Secretary of the Committee may request the Applicant to supplement the application in accordance with the procedure indicated in § 4(13).
7. If an application fails to meet even one of the formal requirements (also after the formal shortcomings are remedied) indicated in the formal review sheet, the application receives a negative review and it is rejected. A decision of the Secretary of the Committee to reject an application shall be recorded on the formal assessment sheet.
8. The Committee reviews the content of those applications that meet the formal requirements, and in doing so it takes into account:
 - a) the Applicant's previous experience;
 - b) the artistic merit of the projects completed by the Applicant and of the submitted text excerpt or the works from the portfolio;
 - c) the motivation of the Applicant;
 - d) description of the concept and process of executing the new edition of the Literary Map of Gdańsk, its consistency with the previous editions and its compliance with the Residency objectives described in § 2 of these Terms and Conditions;

- e) the contribution of the Residency to the civic, artistic and cultural activation of the local community.
9. While reviewing the content of the applications, the Committee shall follow the principles of impartiality and objectivity .
10. A Committee member shall recuse themselves from reviewing an application if they are related to the Applicant by consanguinity or affinity or otherwise (including a close personal or professional relationship) in a way that prevents them from impartially and objectively reviewing the application.
11. Applications are reviewed by at least 2 (*two*) Committee members.
12. The content review is recorded by the members of the Committee on the content review sheet, a template of which is available as **Annex 3** to these Terms and Conditions, which is signed by the members of the Committee reviewing the content of the application.
13. If more applications receive the same score:
 - a. applications submitted by a duo receive preferential treatment;
 - b. the final decision on the selection of the application is made by the Chairman of the Committee.
14. In selecting the Residents, the Committee will also take into account the principles of equality equality and diversity in terms of gender, language, origin..
15. In addition to selecting two Residents, the Committee will also select four Applicants who will be put on the waiting list, to be invited if one of the Residents is unable to join the Residency.
16. Recruitment results will be announced not later than 7 days after the Committee closes its session. Recruitment results will be published on www.literaryresidenciespoland.pl, the website and social media of the Organiser..
17. While announcing the results of the Recruitment, the Organiser will disclose the composition of the Committee.
18. The Committee's decision is final and it cannot be challenged.

§ 6

Rules of the Literary Residency and the obligations of Residents

1. The minimum duration of the Literary Residency in Gdańsk is 2 weeks and the maximum is 5 weeks (with a possibility of dividing the Literary Residency into two stays of a at least 2 weeks). The exact time and duration of the Residency is agreed with the Residents and will be defined in the contracts signed with the Residents on a case by case basis.
2. The start of the Literary Residency by the selected Applicant is conditional upon the Applicant signing a contract with the Organiser. Due to the nature and type of the activities to be carried out as part of the Residency, the Organiser expect to signed a contract for specific work t with the Resident.
3. International Residents are required to check and comply with the laws in the Republic of Poland, especially the laws on crossing the border of the Republic of Poland and on the legal stay in the Republic of Poland.
4. The Organiser will sign a contract with a Resident selected in the Recruitment only if the Resident is legally staying in the Republic of Poland on the date of the contract and for the duration of the Residency.
5. The Resident undertakes to obtain on their own any visas and permits as may be necessary to travel and lawfully enter and stay in the Republic of Poland. At the Resident's request, the Organiser will

provide any documents at its disposal necessary for the Resident to obtain a visa or other relevant permits/documents; however, the Organiser is not responsible for any administrative steps or for representing the Resident before public authorities in any residency issues.

6. .
7. The Resident shall procure, on their own and at their own expense, an accident and third-party liability insurance valid for the duration of the travel as well as in the country of the stay and for the duration of the Residency.
8. If it is impossible to carry out the Residence on the date agreed by the Parties for reasons beyond the control of the Resident and the Organiser (e.g. restrictions due to a declared state of emergency or epidemic), a new date for the Residence shall be defined in an agreement between the Parties.
9. As part of the organisation of the Residency, the Organiser undertakes to the Resident to:
 - a) pay the fee in an amount of depending also on the duration of the Resident's stay, based on the following rate **PLN 1,100 (gross amount) / week of the Literary Residency** (the amount of remuneration includes any taxes due, including income tax withholdings or VAT, as well as social security/health insurance contributions, if required).. The Resident shall use the fee to cover their own costs of living (e.g. travel, food). The fee payment rules will be set out in the contract between the Resident and the Organiser;
 - b) provide the Resident with accommodation in Gdańsk, in a single room in the Organiser's 3-room business apartment at ul. Długa 35 in Gdańsk; however, the Organiser stipulates that the apartment are not adapted to the needs of a person with motor disabilities so if a person with a certified disability is selected for the Residence, the Organiser undertakes to provide alternative accommodation for that person;
 - c) provide substantive, organisational and promotional support for the Residency.
10. The Resident shall be responsible for procuring the materials necessary to implement the concept and for paying the travel costs. As part of concept implementation, Residents are required to submit a set of materials for the new edition of the Literary Map of Gdańsk, which shall consist of an A3 map design and of descriptions and illustrations for at least 15 A6 cards. A finished set of descriptions must be sent to the Organiser within one week after the end of the Residency and the set of graphic files must be sent to the Organiser within two weeks after the end of the Residency.
11. In the contract signed with the Organiser, the Residents will undertake to transfer their copyright to the Organiser, together with an authorisation to exercise the related rights to the outputs of the Literary Residency developed by the Residents, i.e. the materials referred to in § 6(7) hereof.
12. Additionally, within the 30 days after the end of the Residency, the Residents are required to submit a Residency report with information on how the Residency proceeded and with any comments that could improve the offering and the conditions of the future editions of the Residency.
13. The Residents undertake that any performance of the works created in whole or in part during the Residency will have a footer with the following text: "The work was created with the support of the Literary Residency Programme of the City of Gdańsk".
14. The Resident's detailed obligations with regard to the execution of the Literary Residency are set out in the contract concluded with the Resident.

§ 7

Processing of personal data

Pursuant to Article 13(1) and Article 13(2) of 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 “**GDPR**”), please be informed that:

1. Please be informed that **the House of Literature in Gdańsk - a local government cultural institution of the Municipality of Gdańsk** with its seat in Gdańsk at ul. Długa 35, 80-827 Gdańsk, entered in the Register of Cultural Institutions kept by the Gdańsk City Municipality at number 13/25, NIP number: 5833541685, is the controller of the Applicant's personal data.
2. Applicants can contact the data controller either traditionally (at the address specified in § 7(1) hereof) or by e-mail sent to: iodo@miastoliteratury.com
3. The Applicant's data, i.e. the data provided in the Recruitment application, will be processed by the House of Literature in Gdańsk based on explicit consent pursuant to Article 6(1)(a) RODO in order to carry out the Recruitment and select Residents. In addition, the Controller will process the Applicant's personal data for the purpose of:
 - a. the Administrator's obligations under generally applicable laws – the processing is necessary to fulfil the legal obligation of the Controller as a local government cultural institution to keep archive records;
 - b. asserting and defending claims – the processing is necessary for the legitimate interests of the controller regarding the protection of the data Controller's interests (Article 6(1)(f) of the GDPR).
4. In accordance with the GDPR, the Applicant's data may be transferred to entities that process them on behalf of the House of Literature, i.e. data recipients. These may include providers of consultancy (e.g. legal) services, IT services, entities providing the Controller with IT tools and access to the databases kept by the Controller. The Applicant's data may also be lawfully transferred to authorities entitled to request them under generally applicable legislation, e.g. courts or law or enforcement agencies.
5. The Applicant's data will not be transferred outside the European Economic Area (EU countries, Iceland, Norway, Lichtenstein).
6. The Applicant's personal data will be processed for the period necessary for proper Recruitment process, for compliance with the Controller's reporting obligations and, thereafter, for the period necessary for for compliance with the legal obligation of public bodies to to archive files.
7. The Applicant has the right to withdraw their consent at any time. Withdrawal of consent does not affect the lawfulness of any processing done based on the consent before its withdrawal.
8. In addition, under the GDPR, the Applicant has the right to:
 - a. access and receive a copy of their data;
 - b. rectification (amendment) of their data;
 - c. withdraw their consent;
 - d. request the erasure, restriction of processing or to object to the processing;
 - e. data portability;
 - f. lodge a complaint with the supervisory authority, the President of the Data Protection Office.
9. Please be advised that we do not make automated decisions and that the Applicant's data are not subject to profiling.
10. Data are provided freely but they are necessary for participation in the Recruitment.

11. Submission of an application in the Recruitment process means a confirmation by the Applicant that they have been informed about the rules on the personal data processing by the House of Literature in Gdańsk.

§ 8

Miscellaneous

1. The Organiser reserves the right to decide on matters that are disputable and are not covered by the Terms and Conditions.
2. The Organiser reserves the right to amend the Terms and Conditions at any time. If the Terms and Conditions are amended by the Organiser, the amended Terms and Conditions shall become effective when published on the website www.literaryresidenciespoland.pl. In addition, information about the amended Terms and Conditions will be sent to the Applicants who have submitted applications to the Programme prior to the Terms and Conditions amendment date..
3. The Applicant has no right to make claims or complaints against the Organiser if the Programme rules and the provisions of the Terms and Conditions are amended.
4. The Organiser reserves the right to cancel the Recruitment based on these Terms and Conditions at any time but no later than the date of the contracts signed with the Residents.
5. A Resident may withdraw from participation in the Literary Residency on the terms as defined in the contract concluded between the Residents and the Organiser, not later than 14 days before the commencement of the Literary Residency, within the time limit specified in the contract. In the case referred to in the preceding sentence, the Organiser reserves the right to claim reimbursement for the Organiser's proven costs of the planned residency in the amounts impossible for the Organiser to recover from the entities offering the goods or services necessary for the execution of the residency.
6. If the e-mail address changes, the Applicant shall notify the Organiser without undue delay. If no notice is given, deliveries made to the address indicated in the Application shall be deemed effective.
7. In matters not regulated by these Terms and Conditions, the provisions of Polish law, including the Civil Code and the Act on Copyright and Related Rights, shall apply.
8. The Terms and Conditions shall be effective as of the date of their announcement.
9. The following annexes form an integral part hereto:
 - a. Annex 1 – Application form
 - b. Annex 2 – Application formal review sheet
 - c. Annex 3 – Application content review sheet
10. Any questions related to the Literary Residency and these terms and conditions should be addressed exclusively to: rezydencje@miastoliteratury.com.
11. These Terms and Conditions are drawn up in Polish and English. In the case of any discrepancies between the language versions, the Polish language version prevails.