

APPENDIX

A3. COPYRIGHT CONTRACT

(Instruction: to be sent after receiving the final report, concerns only prize winners and will be signed after the competition)

The signed authors of the competition entry for

**INTERNATIONAL ARCHITECTURAL IDEAS AND PROJECT COMPETITION FOR THE URBAN DEVELOPMENT OF “PIAZZA TRANSALPINA/TRG EVROPE”
CUP: F82G19000110002. CIG: 821890247D.**

EUROPEAN CAPITAL OF CULTURE

– ECoC 2025 – GO! 2025

European Grouping of Territorial Cooperation Gorizia (EGTC GO)

REGISTERED OFFICE: Via Cadorna 35, GORIZIA (ITA), ITALY

TAX CODE: 91036160314

Represented by Mrs. Tea PODOBNIK, deputy director

(Henceforth **the contract giver**)

And

Author/ Co-authors:

Name and surname residence

Name and surname residence

Name and surname residence

Name and surname residence

Or the company:

Firm, address, registration ID, tax ID

Represented by the director

Where all authors listed below act together at the competition under the name of the company:

Name and surname residence

Name and surname residence

(Henceforth **the author**)

Draw up the following copyright contract:

Article 1

The contracting parties agree that:

- The contractor has participated in the INTERNATIONAL ARCHITECTURAL IDEAS AND PROJECT COMPETITION FOR THE URBAN DEVELOPMENT OF "PIAZZA TRANSALPINA/TRG EUROPE";
- The authors, listed in this contract, have taken part in this competition (as co-authors or group of authors, as a company and individual authors or just one company, which employs co-authors), and they have competed under the **code**
- The competing entry of the listed authors, who have participated in the public tender of the contract giver is, according to the Copyright and Related Rights Act, a work of art, and falls under the jurisdiction of copyright law;
- In the case where the co-authors are employed by the company, the material copyright is then transferred exclusively to the company for a period of 10 years;
- The co-authors of the work of art stated above have been rewarded for the competition with (to be ticked accordingly and the sum to be filled in):

1. / 2. / 3. Award in the sum of EUR..... (net)

Article 2

The contracting parties agree to this contract with the intent to

- Transfer the material copyright from the author to the contract giver for the work in the scope defined in Article 1 of this contract;
- Pay out the prize money.

Article 3

The author and the contract giver agree to transfer material copyright to the contract giver so as to reproduce the artistic work only for the time considered usual for this type of work and the author retains all material copyright for reworking of the material, which includes the production of further planning and technical documentation.

The author is entitled to moral copyright for the work of art defined in Article 1 of this agreement.

Article 4

The contract giver will pay the author the amount defined in the competition documentation of the aforementioned competition, based on this contract and the invoice, which will be presented by the author, who is a taxable person.

The specified prize money is to be divided among authors according to the criteria defined by the co-authors themselves and which is a supplement to this agreement.

The prize money shall be paid in full no later than 45 days after the official proclamation of the competition and under the condition of signing this contract no later than 15 days after receiving the final report and returns it to EGTC GO.

Article 5

The invoice, drawn up in accordance with the tax regulations in force, will be addressed to the EGTC GO, Via Cadorna 36, 34170 - Gorizia (Tax Code: 91036160314) and will indicate methods of payment, including the IBAN, CUP and CIG codes.

In all cases, payment will be made after having obtained positive outcome of the audits (Competition Rights and Eligibility), within 30 days from receipt of the invoice to the EGTC GO protocol.

The Author assumes the obligations of traceability of the financial flows pursuant to Law of 13.08.2010 n. 136 and subsequent amendments, with particular reference to art. 3.

Article 6

Potential legal disputes will be settled by the clients by agreement, and if that is not possible, the Court in Gorizia (ITA) will be the competent authority.

Article 7

This contract is drawn up in 4 (four) copies, of which 2 (two) copies are handed to the contract giver and 2 (two) copies are received by the co-authors and the company.

Article 8

Information regarding the processing of personal data

Pursuant to art. 13 of Regulation (EU) 2016/679 we inform you that the processing of personal data provided or otherwise acquired is aimed solely for the completion of the competition, for publications required by law, for the management of any contractual relationship, archiving and storage, access management procedures, civic access, generalised access and other forms of access and will take place at the offices of the Entity by authorised personnel, with the possible use of computerised procedures, as may be necessary solely for the aforementioned purposes. The data will be kept in compliance and for the duration foreseen by the rules on the conservation of the administrative documentation and in order to pre-establish any evidence for the protection of rights arising from the contract.

The data controller is the EGTC GO in the person of the legal representative pro tempore (Email: info@euro-go.eu, PEC: pec@pec.euro-go.eu, telephone 0481 535446).

The Data Protection Officer (DPO): Law Firm Avv. Paolo Vicenzotto with headquarters in Corso Vittorio Emanuele II, 54 - 33170 Pordenone (PN) tel. 0434 29046 - mail. dpo@studiolegalevicenzotto.it

The provision of such data is necessary to fulfil the purposes described above and is mandatory.

The data collected may be communicated to companies which provide services to the Data Controller, according to specific liability contracts pursuant to art. 28 GDPR. Furthermore, they may be known to law firms, arbitrators, insurance companies, and banking services only insofar as they are necessary for the purposes described. Some information will be communicated to other institutional subjects, public administrations, bodies, public companies, also for the purpose of reporting on projects or shared administrative services, or for other purposes provided for by law.

Interested parties as specified above, have the right to obtain access to personal data from the EGTC GO and the correction or cancellation of the same or to set limits to the processing that concerns them or to oppose the processing (articles 15 and following of the Regulations). The specific application is presented by contacting the Data Protection Officer at dpo@studiolegalevicenzotto.it. Interested parties who believe that the processing of personal data referring to them occurs in violation of the provisions of the Regulation have the right to lodge a complaint, as provided for by art. 77 of the same Regulation, or to take the appropriate judicial seats (art. 79 of the Regulation).

CONTRACTOR

CONTRACT GIVER

AUTHOR(S) or COMPANY

GECT GO/EZTS GO
represented by

Deputy Director
Tea PODOBNIK

STAMP, SIGNATURE

STAMP, SIGNATURE

in.....DATE.....

Gorizia, DATE.....

PRIZE MONEY PAYMENT supplement to the copyright contract for artistic work

for taking part in

INTERNATIONAL ARCHITECTURAL IDEAS AND PROJECT COMPETITION FOR THE URBAN DEVELOPMENT OF "PIAZZA TRANSALPINA/TRG EUROPE"

Competition entry, awarded the (prize)

The competition entry coded _____,
Was awarded with _____ gross EUR.

Name and surname _____,
Residence _____,
Gross amount _____,
Signature _____,

Resident (EU)

Tax ID in home country _____,
Personal bank acc. # (IBAN) _____,
Open with the bank (exact address) _____,
SWIFT or BIC _____,

Non-resident with account in own country

Tax ID in home country _____,
Personal bank acc. # (IBAN) _____,
Open with the bank (exact address) _____,
SWIFT or BIC _____,

.....
Name and surname _____,
Residence _____,
Gross amount _____,
Signature _____,

Resident (EU)

Tax ID in home country _____,
Personal bank acc. # (IBAN) _____,
Open with the bank (exact address) _____,
SWIFT or BIC _____,

Non-resident with account in own country

Tax ID in home country _____,
Personal bank acc. # (IBAN) _____,
Open with the bank (exact address) _____,
SWIFT or BIC _____,
.....

Name and surname _____,
Residence _____,
Gross amount _____,
Signature _____,

Resident (EU)

Tax ID in home country _____,
Personal bank acc. # (IBAN) _____,
Open with the bank (exact address) _____,
SWIFT or BIC _____,

Non-resident with account in own country

Tax ID in home country _____,
Personal bank acc. # (IBAN) _____,
Open with the bank (exact address) _____,
SWIFT or BIC _____,

Name and surname _____,
Residence _____,
Gross amount _____,
Signature _____,

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SWIFT or BIC _____,

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Residence _____,
Gross amount _____,
Signature _____,

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Tax ID in home country _____,
Personal bank acc. # (IBAN) _____,
Open with the bank (exact address) _____,
SWIFT or BIC _____,

Non-resident with account in own country

Tax ID in home country _____,
Personal bank acc. # (IBAN) _____,
Open with the bank (exact address) _____,
SWIFT or BIC _____,

NOTE:

If the allocation data of all authors / co-authors is not attached to the copyright contract the prize money will not (cannot) be paid.