

**Rules and Regulations  
of the W/E LAB Residency Programme  
(hereinafter referred to as the “Regulations”)**

**§ 1**

**GENERAL INFORMATION**

1. These Regulations specify the rules for the organisation and conduct of the competition and residency programme called **“W/E LAB Residency”** (hereinafter: “Residency”) and the rights and obligations of its participants.
2. The programme is organised by the FLOWLAND Foundation with its seat in Tarczyn, hereinafter referred to as FLOWLAND. The co-organisers and local partners are: the OP ENHEIM Foundation, based in Wrocław at Plac Solny 4; the Silesian Museum, based in Görlitz at Brüderstraße 8; Galeria Sztukia, based in Legnica at ul. pl. Katedralny 1; OKIS based in Wrocław, at ul. Rynek Ratusz 24; and VIKTOR Oppenheim Haus gemeinnützige SE (European joint stock company) based in Berlin.
3. The objectives of the Residency are:
  - a. to support visual artists;
  - b. to enable six artists from Lower Silesia and Saxony of Polish, German and Ukrainian origin to research and develop their ideas;
  - c. to offer substantive support in their artistic development;
  - d. to stimulate sectoral cooperation between Berlin and Wrocław;
  - e. to broaden the knowledge and awareness of issues such as identity, cultural heritage, multiculturalism, common history and tolerance among the project target group;
  - f. to strengthen ties between particular social groups of different nationalities, stemming from different cultural traditions;
  - g. to preserve intangible cultural heritage, including through the collection of oral, written and heard stories – to increase the chances of preserving the continuity of history, passed down from generation to generation;
  - h. to enrich and diversify the region’s range of cultural events, to stimulate culture in the community and create a German-Polish network of artistic and cultural cooperation;
  - i. to develop the residency centre in Tarczyn.
4. The subject of the Residency is to organise an open call for artists, which will result in selecting six artists of Polish, German and Ukrainian origin by a jury consisting of representatives of the partner institutions, who, with the support of the FLOWLAND team and the OP ENHEIM Foundation, as well as the curator/curator in charge of the project, will spend four weeks (June-August 2023) working on their research and artistic projects, which will then be presented in Tarczyn, Gorlitz, Legnica and Wrocław, with the support and in the seats of the partner institutions.
5. Current information about the Residency will be published on the social media of the OP ENHEIM Foundation, on the website [www.openheim.org](http://www.openheim.org), on the social media channels of the OP ENHEIM Foundation (facebook/openheim, instagram/op\_enheim), FLOWLAND ([www.flowland.org](http://www.flowland.org), fb/flowlandtarczyn), and of the partner institutions.

**§ 2**

**TERMS AND CONDITIONS OF PARTICIPATION**

1. Participation in the Residency is free of charge and voluntary.

2. A participant in the Residency may be any natural person up to 35 years old of full legal capacity who lives in Germany or Poland, has a connection with Lower Silesia or Saxony, and is of Polish, German or Ukrainian origin.
3. In order to take part in the Residency, an application (hereinafter referred to as the "Application") must be submitted by the deadline specified in these Regulations, using the form available at [www.flowland.org](http://www.flowland.org) or [www.openheim.org](http://www.openheim.org), which contains:
  - 1) a correctly completed Form available on the website [www.flowland.org](http://www.flowland.org), together with the statements and GDPR information clause (hereinafter referred to as the "Form");
  - 2) a portfolio;
  - 3) a project to be developed during the Residency (hereinafter referred to as the "Project").
4. Each Participant may submit only one Application. Participation of artist collectives is not permitted.
5. Sending a completed Application together with a correctly filled out Form is tantamount to the Participant's application to participate in the Residency and acceptance of these Rules and Regulations in their entirety.
6. Only complete Applications will be considered in the application process. Applications which do not comply with the format specified in the Regulations, or which have been sent after the deadline specified in the Schedule, shall not be considered.
7. The Project constitutes a work as defined by the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws 2018, item 1191), expressed in any form, including, but not limited to, installation, model, scale model, sculpture, device, photograph, drawing, image, print, text, concept, visualisation, animation, film.
8. FLOWLAND reserves the right to exclude at any stage any Participant who does not comply with the provisions of these Regulations, of which the Participant shall be notified by a message sent to the e-mail address provided by him or her in the Application.
9. The Organiser will assign the dates of the Residency, to which the Participant shall conform. In case of non-compliance, FLOWLAND reserves the right to cancel the Residency of a Participant who does not accept the assigned date.
10. The main language of communication during the project is English. A communicative competence in this language is required. All documents, including agreements and the Residency Rules and Regulation, will be prepared in English and Polish.

### **§ 3**

#### **COURSE OF THE RESIDENCY**

1. Schedule of the Residency:
  - 09.03.2023 – announcement of the call for projects
  - 30.04.2023 – closing of the call for projects
  - 13.05.2023 – meeting of the jury
  - 15.05.2023 – announcement of the results
  - 06-08.2023 – holding the residency programme according to the schedule
  - 08.09.2023 – post-residency work with the project supervisor, preparation of the programme of activities and production of events
  - 09-31.12.2023 – implementation of the post-residency programme in the indicated locations, conclusion of the project
2. The Residencies shall take place from 10 June to 10 August 2023, during which time the selected artists will work on their research/art projects.
3. The selection of applicants to participate in the Residency shall be made by a jury consisting of representatives of partner institutions.
4. FLOWLAND reserves the right not to select any applicants or to select less than six applicants. If no Project is selected, the Residency will not take place.
5. Applicants shall be notified of the selection by e-mail within one working day from the date of the announcement of the results on the website, in accordance with § 3(1). The message will be sent to the e-mail address provided by the Participant in the Application. If a Participant has provided incorrect contact details, thus making contact impossible, FLOWLAND reserves the right to disqualify the Project submitted by that Participant.

6. The Participant is obliged to comply with the rules and regulations of the residency house in Tarczyn, cooperate closely with the Project Co-ordinator and the Project Curator, and remain in constant contact with them.

## **§ 4**

### **RESIDENCY AND OBLIGATIONS**

1. As part of their participation in the Residency, the Participants will receive:
  - a. author's fee in the gross amount of PLN 2,600, up to PLN 750 gross to finance research work on site, and up to PLN 1500 gross to produce post-residency events, as well as reimbursement of the costs of transport;
  - b. accommodation in Tarczyn for the duration of the residency and in individual locations during post-residency activities taking place in September-December 2023. The organiser does not cover the cost of food;
  - c. opportunity to work on the Participant's artistic project under the guidance of the OP ENHEIM team and the programme curator;
  - d. participation in three educational webinars led by specialists from Poland and Germany, introducing the topics of the project;
  - e. the possibility to present the artistic activities in Görlitz, Wrocław, Legnica and Tarczyn. The programme of accompanying events will be carried out under the guidance of the project curator.
2. Each Participant agrees to:
  - 1) prepare materials summarising the residency to be published on a sub-site dedicated to the programme and in a report;
  - 2) grant FLOWLAND a non-exclusive license, without time or territorial restrictions, to use the submitted materials and to allow FLOWLAND to exercise derivative rights to the Works to the extent necessary for promotional, archival and other purposes of the Project;
  - 3) provide the necessary information concerning the Projects and make additional materials connected with the Work available to FLOWLAND for the promotion of the Residency.
3. Submitting the Application by the Participant is tantamount to the Participant's commitment to FLOWLAND to the extent specified in point 2 above.
4. FLOWLAND undertakes to:
  - 1) promote the event and the profile of the selected Participants;
  - 2) organise three webinars for the Participants
  - 3) provide substantive support during the residency;
  - 4) pay the author's fee in the gross amount of PLN 2,600;
  - 5) provide accommodation in Tarczyn for the duration of the residency, cover the cost of travel, research and production up to the amounts indicated in §4(1)(a).
5. The detailed conditions for the performance of the obligations of FLOWLAND and the Participants, specified in points 1-4 above, including the detailed scope of the licence referred to in point 2(2) above, will be set out in a separate agreement.

## **§ 5**

### **COPYRIGHT**

1. The Work submitted by the Residency Participant constitutes a work as defined by the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws 2018, item 1191) and is hereinafter referred to as the "Work".
2. By submitting the Application, the Participant declares that:
  - 1) he/she is entitled to exclusive and unlimited moral and economic rights to the Work;
  - 2) the Work does not violate generally applicable laws or the rights of third parties, including third parties' moral and economic rights or personal goods;
  - 3) any liability for any discrepancy of the statements above with the facts shall borne by the Participant;
  - 4) if any claims are made by third parties against FLOWLAND by way of a lawsuit for infringement of copyright in the Work or its elements in connection with the use of the Work by FLOWLAND in

accordance with the provisions of these Regulations, the Participant shall indemnify FLOWLAND against any claims made against FLOWLAND and rectify any damage caused to FLOWLAND as a result.

## § 6

### PROCESSING OF PERSONAL DATA

1. Participation in the competition is tantamount to the Participant's consent to the processing of their personal data for the purposes of conducting the competition in accordance with 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 (GDPR).
2. The controller of the Participant's personal data is:  
FLOWLAND Foundation, with its seat in Tarczyn, KRS number 0000932181, NIP 6161571082, REGON 520443924, Tarczyn 10, Tarczyn, 59-610 Wleń / OP ENHEIM with its registered office in Wrocław at Plac Solny 4, 50-060 Wrocław, entered in the Register of Associations, Other Social and Professional Organisations, Foundations and Independent Public Health Care Institutions of the National Court Register kept by the District Court for Wrocław – Fabryczna, VI Economic Division of the National Court Register under KRS: 0000749071, NIP: 8971859574.
3. The data subject's personal data will be made available to authorised persons – employees of OP ENHEIM and FLOWLAND Foundations.
4. OP ENHEIM and FLOWLAND may disclose the data subject's data to entities providing legal services, IT services and administrative services to the Foundations.
5. The data subject's personal data, such as name and surname, may be published on the website and the official social networks of OP ENHEIM and FLOWLAND in connection with the organisation of the competition.
6. The data subject's personal data will be stored for the period necessary for the aforementioned purposes or until the withdrawal of the data subject's consent to their processing.
7. Within the limits of the law, the person whose personal data is processed by OP ENHEIM and FLOWLAND has the right to request:
  - a. access to the content of their data,
  - b. rectification of the data,
  - c. erasure of the data,
  - d. restriction of processing,
  - e. data portability,
  - f. object to the processing of personal data.
8. Where processing is based on the data subject's consent, the data subject may withdraw their consent at any time. The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal. At the same time, the data subject shall cease to be a Participant in the Competition.
9. The aforementioned rights may be exercised by sending an application to [rodo@openheim.org](mailto:rodo@openheim.org).
10. The data subject has the right to lodge a complaint with the President of the Office for Personal Data Protection if he/she considers that the processing of his/her personal data violates the provisions of the GDPR or the relevant provisions of Polish law.

## § 7

### FINAL PROVISIONS

1. These Rules and Regulations are available at the office of FLOWLAND and at the seat of the OP ENHEIM Foundation as well as on the project website: [www.flowland.org](http://www.flowland.org) and [www.openheim.org](http://www.openheim.org). FLOWLAND reserves the right to change the Rules and Regulations for important reasons, whereby change requires publication on the aforementioned website.
2. All correspondence regarding the Residency shall be directed to the following e-mail address: [koordynacja@openheim.org](mailto:koordynacja@openheim.org).

3. FLOWLAND shall not be liable for the consequences of force majeure, in particular in the event of cancellation or rescheduling of the Residency. Force majeure shall be deemed to be events beyond FLOWLAND's control that make it impossible to fulfil obligations.
4. Once a Participant has been notified of a change to the Regulations, the Participant may declare that he/she does not accept the provisions of the Regulations, which is tantamount to the Participant's withdrawal from the Residence. The Participant may submit such a declaration within 7 days from the date of publication of the amendments, electronically to [koordynacja@openheim.org](mailto:koordynacja@openheim.org).
5. Matters not regulated herein shall be governed by generally applicable provisions of law, in particular by the provisions of the Civil Code and the Act on Copyright and Related Rights.
6. Any disputes that may arise in connection with the Residency shall be considered by a court with jurisdiction over FLOWLAND's registered office.