

INTELLECTUAL PROPERTY MANAGEMENT IN MUSEUMS IN POLAND

RECOMMENDATIONS AND BEST PRACTICES

CRITICAL HERITAGE STUDIES HUB
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INTRODUCTION

Intellectual property rights management refers to the deliberate and strategic creation, acquisition, and development of rights to intangible assets for the purpose of accomplishing an institution's mission (Pantalony, 2013; Pluszyńska, 2020). For museums to fulfill the diverse functions that society expects of them and balance the protection of their collections with public access, they must tackle a significant challenge in the form of intellectual property law. This legal aspect has long presented difficulties and continues to do so today. The COVID-19 pandemic demonstrated that copyright in museum collections constitutes an invaluable asset, playing a key role in safeguarding cultural heritage as well as in promoting and reusing artistic and scholarly works (Pluszyńska, 2022).

In the context of a rapidly evolving museum ecosystem, changing legal landscape, and the increasing importance of collection digitization, issues related to copyright, privacy protection, and online access to resources have become increasingly relevant (Drela & Gredka, 2014; Garvin, 2019; Dunn, 2020; NEMO, 2020; Benhamou & Ferland, 2022). Polish museums must comply with domestic legal requirements and align their operations with European Union legislation, which national regulations frequently implement. The key legislative acts relevant to this text include:

- **The Act on Copyright and Related Rights** (February 4, 1994, Journal of Laws of 2025, item 24), which also implements **Directive (EU) 2019/790 of the European Parliament and of the Council** on copyright and related rights in the Digital Single Market and amending Directives 96/9/EC and 2001/29/EC (April 17, 2019, PE/51/2019/REV/1),
- **The Act on Open Data and the Reuse of Public Sector Information** (August 11, 2021, Journal of Laws of 2021, item 1641), which implements

Directive (EU) 2019/1024 of the European Parliament and the Council on open data and the reuse of public sector information (June 20, 2019, PE/28/2019/REV/1),

- **The Act on Museums** (November 21, 1996, Journal of Laws of 2022, item 385), which defines the general principles governing the functioning, objectives, and responsibilities of these institutions.

As part of their efforts to fulfill their social responsibility in the digital era, museums must confront new challenges related to copyright law. This new approach is necessary to promote the democratization of knowledge and ensure fair access to cultural heritage through contemporary channels, tools, and formats (de Wild & Povroznik, 2024; Lucia, Dore, & Umar, 2024). According to Rivette & Kleine (2000), we should not treat intellectual property solely as a legal instrument within the domain of lawyers but also as a strategic resource with financial, competitive, and significant social value. Intellectual property rights are a valuable resource for museums – not because museums can trade, commercialize, or monetize them, but because they enable institutions to effectively and efficiently fulfill their mission (Pluszyńska, 2024). Although intellectual property rights are essential assets for institutions – not merely facilitating but fundamentally enabling their core activities, particularly the dissemination of cultural goods – institutions often treat them as peripheral concerns. Consequently, the actions of museums in Poland rarely reflect strategic planning (Pluszyńska, 2023). This realization prompted the launch of research and development efforts under the **Critical Heritage Studies Hub (CHSH)** project.

The **Critical Heritage Studies Hub (CHSH)** program at Jagiellonian University aims to advance critical heritage studies through close collaboration with the social and economic sectors. It also seeks to support the development of “applied” scholarship that responds to contemporary needs. In light of ongoing technological transformations – including the digitization of resources and online access to collections – as well as social changes, such as evolving patterns of cultural participation, we set out to address the needs of the museum sector by formulating recommendations for intellectual property management (CHSH, 2023).

The topic of intellectual property management in museums is multifaceted and interdisciplinary, requiring the integration of theory and practice. The preservation and dissemination of national heritage entail numerous challenges and uncertainties. For this reason, we decided to deepen our understanding of copyright management issues in museum collections and employee-created works (CHSH, 2024). Our goal was to gather examples of best practices and generate recommendations

that would help museums approach this strategic topic consistently and coherently.

We invited two partners to collaborate on the project: the **Centrum Cyfrowe Foundation** and the **National Institute for Museums**. In late September and early October 2024, we organized discovery workshops in Kraków and Warsaw, which served as a platform for exchanging knowledge, identifying needs, sharing ideas, and drawing from experience. Ten institutions accepted our invitation to participate in the workshops:

- Museum of Photography in Kraków
- The Polish History Museum in Warsaw
- The National Museum in Gdańsk
- The National Museum in Lublin
- The National Museum in Szczecin
- The National Museum in Warsaw
- The National Museum in Wrocław
- Muzeum Sztuki in Łódź
- The State Ethnographic Museum in Warsaw
- The Małopolska Institute of Culture in Kraków

The workshop participants' openness and willingness to share their knowledge and experiences provided an invaluable impetus for formulating the following recommendations. We hope these guidelines provide practical support for managing intellectual property and assist institutions in navigating this complex, interdisciplinary, and often underexplored area more effectively.



1 PROCESS AND METHOD

We aimed to facilitate the exchange of knowledge and experience between museum professionals and researchers, leading to:

- an understanding of how Polish museums manage intellectual property,
- the identification and mapping of key challenges related to intellectual property management in museums,
- the collection of institutional best practices,
- the gathering of ideas for recommendations to support museums in this area.

As part of the process, we conducted three exploratory workshops with representatives of state museum institutions and the National Museum Institute in the following areas:

- intellectual property management in museums (workshops in Kraków and Warsaw),
- management of copyright over employee works in museums (workshop in Kraków).

A total of thirty individuals participated in the workshops (including moderators).

The exploratory workshop is a research method based on interactive group work, utilizing various techniques aimed at identifying needs, gathering ideas, and collecting individual experiences and knowledge from participants (Ødegaard, Oen, & Birkeland, 2023). An essential assumption of this research method is a limited number of participants to allow for creating a space suitable for individual expression and active participation in the discussion. The workshop lasts a certain amount of time, enabling a deeper exploration of the topics under study. The exploratory workshop offers a key advantage through its interactive nature – it

encourages participants to engage in dialogue, confront their ideas with other viewpoints, and analyze opposing arguments. Such group dynamic allows for a deeper understanding of participants' motivations, opinions, and priorities.

Furthermore, the exploratory workshop creates a space for knowledge exchange among participants, which not only enriches the research material but also fosters the generation of new, collective solutions based on diverse experiences and perspectives.



2.1

Copyright Management in Museum Collections in Poland

Museums are increasingly recognizing the importance and necessity of managing intellectual property rights as a key area critical to many aspects of museum activities (French et al., 2019). They see it as a complex field requiring specific competencies and established procedures, as well as institutional reflection and strategic decisions.

The growing interest in digitization and increased sharing of museum collections have heightened the need for museums to navigate a complex legal landscape. This trend requires the development of policies that balance the protection of intellectual property rights with the public's right to access and participate in cultural life. However, few Polish museums have written documents outlining the directions for action and attitudes toward property management (Pluszyńska, Konrad, & Korejba, 2022). Most institutions continue to tackle this topic on an ad hoc basis.

Modern museum practices, from preservation and digitization to sharing collections with the public, call for a clear and strategic approach to handling ownership, copyright, and the potential risks involved in acquiring and distributing collections. Key to this process is establishing clear rules governing the acquisition, storage, and access to collections (both analog and digital) and their further use. Such transparent and well-thought-out approaches ensure clarity in the institution's daily operations. Unambiguous and specific frameworks also enable the implementation of various business models within the museum, supporting its core activities. These frameworks should also align with the museum's mission and consider its funding model and organizational conditions.

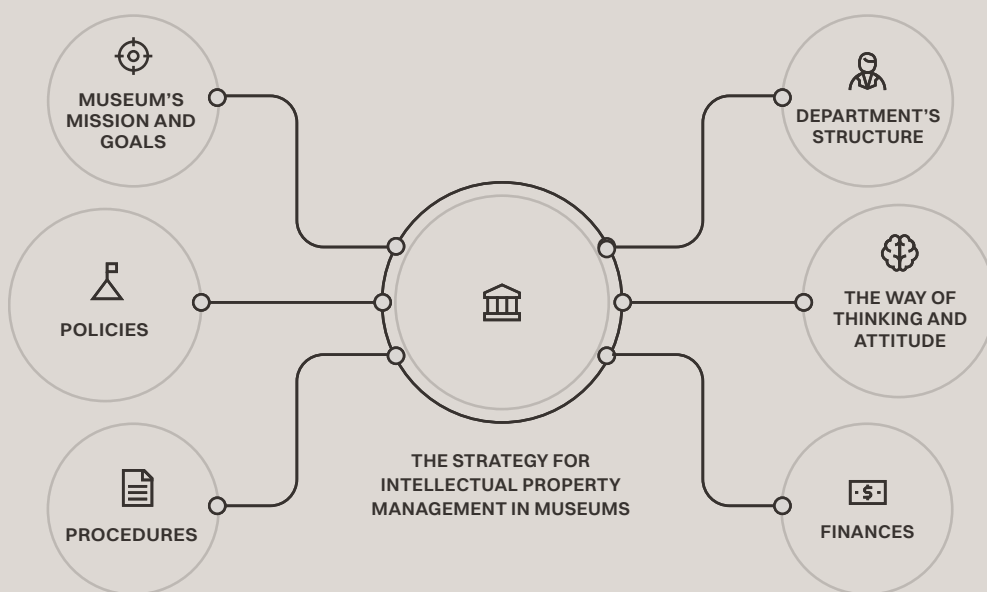
PRACTICAL REMARK

Creating a strategy should begin with an **intellectual property audit**. An audit is an evaluation process of the museum's intellectual property rights aimed at verifying and assessing its resources. Alongside consultations and broader activities that allow for the inclusion of the views of all key stakeholders, an audit serves as the foundation for developing a robust strategy.

Museums should accurately define the rules governing the acquisition and sharing of resources, flexibly tailoring them to the level of accessibility (such as lack of online access, restrictions for specific groups, full public access with or without file downloads) and the nature of the associated projects (research, educational, or commercial).

A harmonious approach to managing copyright, a conscious analysis, and a clear stance on the risks involved in sharing collections are crucial for implementing best practices regarding copyright and related rights.

It is impossible to provide universal advice on how to manage intellectual property rights in museums, as this process depends on the capabilities of the specific institution and the needs of its internal and external environment. However, it is crucial to develop a **management strategy**, a consistent concept of action regarding the organization's intellectual property rights, whose implementation will ensure that the museum fulfills its mission sustainably. The strategy is often a multi-year action plan focused on leveraging the museum's potential and resources (in this case, intellectual property rights) to achieve the intended goals. A strategic approach to intellectual property management not only reduces the risk of rights violations but also ensures high quality of service throughout the organization, with adopted principles guaranteeing that the organization makes decisions in accordance with uniform standards.



The Elements of the Strategy for Intellectual Property Management in Museums

The intellectual property management strategy consists of the following elements: an intellectual property policy, procedures and document templates, the museum's organizational structure and competent personnel, mindset and attitude, as well as finances.

A policy is a written set of regulations outlining the operational principles of an institution in a given area. It is a tool designed to assist museum staff in implementing a chosen strategy. Its purpose is to formulate guidelines regarding the museum's employees' creation, use, and dissemination of intellectual property. The policy should address both the use of works created by the museum personnel and works from other external sources. It may take the form of a general intellectual property management policy or separate documents addressing specific issues.

The openness policy is an example of a "broad" intellectual property management policy. In part, it is an institution's response to European and Polish requirements outlined in the Act on Open Data and the Reuse of Public Sector Information (the Reuse Act) from 2021. However, the Act's provisions apply only to the regulation of the reuse of specific museum resources (Mileszyk, 2023). The openness policy in a museum is more than that – it is a set of principles and practices that promote broad access to collections, knowledge, and museum resources (and sometimes also to physical spaces) to support the accessibility and reuse of data in areas aligned with the institution's mission, such as education, research, or social engagement. Its goal is to enable the widest possible use of museum materials by diverse groups of audiences while respecting copyright and ethical principles.

Key elements of the openness policy include:

- **DIGITIZATION AND OPEN ACCESS**
Publishing collections in digital form with open access, providing access to images, descriptions, or metadata, often under open licenses, such as Creative Commons or public domain marking,
- **TRANSPARENCY OF LICENSING**
Defining clear rules for the use and sharing of collections so that users know which resources they can freely use for educational, research, or commercial purposes,
- **EDUCATION AND COLLABORATION**
Engaging the community by involving them in the operational activities of the institution, organizing open events, and workshops, or collaborating with educational and scientific institutions that may use museum resources. Crowdsourcing exhibits or memorabilia and involving non-expert communities in describing collections (citizen science),

PRACTICAL REMARK

Museum authorities should make its **intellectual property management policy** available to employees and explain its key principles to the entire team. Moreover, the authorities should explain the adopted policy to all stakeholders. This demonstrates an open attitude and the willingness to build the museum's image as an open institution.

- **OPENNESS TO INNOVATION**

Supporting creative and research projects that use museum collections and data in new contexts, often as creative reuse (in creative industries, technology, or education).

A well-developed openness policy in museums contributes to the democratization of access to cultural heritage, increases the museum's visibility, and supports creativity and knowledge development in society.

TITLE:

Openness Policy

Through its exhibitions, research, and educational initiatives, the Museum of Polish History uses digital technologies to make content freely accessible and remove any economic or technical obstacles that could stand in the way.

The Museum aims to maximize access to its resources, openly share its work, and maintain the highest standards in content distribution, enabling broad public engagement with its collections and initiatives. The Museum aims, within its capabilities, to enable the reuse of its own resources and collections, particularly exhibition and promotional documentation, research results, scientific publications, educational materials, and books. The Museum protects the public domain and works to create the appropriate legal conditions for the practice of "reuse," using open and free Creative Commons licenses.

As part of the Openness Policy, the Museum will adhere to the following principles:

1. The Museum will transfer digital information about works (metadata) shared in digital form as part of exhibitions to the public domain using a Creative Commons 0 statement.
2. The Museum will share digital reproductions of works whose copyright has expired, or those the Museum makes available, with proper labeling of their public domain status through the Public Domain Mark. The Museum's intention is to counteract the practice of domain appropriation and facilitate the reuse of materials that belong to the public domain.
3. The Museum aims to publish materials it creates using only open formats that allow for automatic processing.
4. Wherever possible, the Museum will publish educational, scientific, and popularization materials subject to copyright under open Creative Commons licenses, with a preference for free licenses.

The implementation of the principles of the Openness Policy will enable the Museum and its audience to widely and effectively use, disseminate, and develop the Museum's resources, as well as those created or funded by the Museum.

Applying the principles of publishing works under free licenses and defining specific technical standards for their sharing will increase the effectiveness of the Museum's activities and serve both individual and institutional recipients of its activities.

Adopting the Openness Policy aligns with the public mission of the museum as a national cultural institution. It also signifies the maturity and development of the organization. With the implementation of the Openness Policy – by eliminating barriers related to physical distance, legal restrictions, and technical challenges to the reuse of resources – the Museum expands its audience and resource users, including people with disabilities and those residing in remote areas in Poland and abroad.

SOURCE: MUSEUM OF POLISH HISTORY

TEMPLATE

Example

PRACTICAL REMARK

Creating a policy for digitization and making collections accessible often leads to deliberations on whether digitizing collections creates new rights for the creator (photographer). Noteworthy, digital visual documentation (regardless of the technique used) does not bear the characteristics of a creative work, and therefore is not subject to protection, which means that museums should not impose additional legal restrictions in this regard.

The creation of three-dimensional representations of physical museum objects (3D models), such as sculptures or spatial artifacts, should also respect these principles. This results mainly from the fact that digitization aims to reproduce the original as closely as possible. Paradoxically, the more time, for example, a photographer invests in making a 3D model accurate, the lower the likelihood that the model will have an original character. In turn, the more “original” the 3D model, the less useful it becomes for research and other purposes because it is less accurate.

A policy may also take the form of a separate document relating to specific aspects of museum operations. We can distinguish the following issues, for example:

- **INTELLECTUAL PROPERTY ACQUISITION AND LICENSING POLICY**

It is necessary to develop clear principles for acquiring and granting licenses. When acquiring new works, it is essential to develop an optimal scenario for the museum – acquiring rights or obtaining specific licenses for their exploitation. A clear goal in this area facilitates the daily operational activities of the team and communication with creators or those authorized to manage the economic rights to the work. When granting licenses, it is good practice to create a transparent licensing system that considers time, different fields of exploitation, and types of usage of the collection’s objects, such as education, research, or commercial purposes, and assigns appropriate financial rates to each. It is also important to define the museum’s position regarding the use of open licenses, such as Creative Commons. In its intellectual property acquisition and licensing policy, the Museum should adopt the principle that, when purchasing an object for its collection, it also acquires the associated author’s economic rights, thereby enabling the fulfillment of its mission (Korn, 2017; NIM, 2025). Furthermore, the policy should address not only copyrights to collections but also to works acquired under specific agreements, such as contracts to produce a work. It is also useful to define clear rules for using works created in collaboration with external entities, volunteers/interns, or those arising from guest visits to the museum.

- **COPYRIGHT DATA DOCUMENTATION POLICY**

It is necessary to aim at establishing the copyright status of all objects in the collections (including, where possible, organizing any outstanding rights). Key to this is ensuring transparency of information about the rights to individual works and implementing an efficient system for information flow within the institution, allowing for proper management of objects and data. At this stage, it is valuable to implement standards for collecting intellectual property data so that it is consistent throughout the organization. Recommended legal statements include Rights Statements (<https://rightsstatements.org/>).

- **RIGHTS USAGE POLICY**

When using rights for educational, marketing, or publishing purposes—or when reproducing works or providing public access—museums must make informed decisions about issues such as public domain usage, legal exceptions, the handling of orphan works, and

the application of fair use provisions. When creating a usage policy, it is important to define procedures that minimize legal risks.

- **DIGITIZATION AND COLLECTION SHARING POLICY**

Creating this policy aims, on the one hand, to protect cultural heritage for future generations, and, on the other hand, to ensure access to cultural values. The digitization and collection-sharing policy should consider organizational, legal, technological, and financial aspects. It also requires regular updates regarding methods, infrastructure, and practices. When developing this policy, the focus should shift from the question of whether to digitize and share to how to do so in a way that supports decentralized curatorship and encourages participation in alignment with the museum's mission.

2.1.2

PROCEDURES AND TEMPLATES

Procedures are written rules of conduct that define the necessary steps to accomplish a given task (for instance, procedures for verifying rights or signing contracts, procedures in case of potential rights violations, etc.). Within the procedures, organizations often create document templates to standardize actions and apply the best possible options (e.g., contract templates, authorial statements).

It is crucial to implement comprehensive and transparent procedures that ensure compliance with copyright law and the institution's mission, optimize resource utilization, and minimize legal risks. Clear procedures, along with a well-defined division of roles and responsibilities within the team and an efficient document flow, form an essential factor supporting the umbrella management of intellectual property across the entire institution. This makes it possible to take care of the interests of individual museum departments and areas of activity and ensures order and long-term management of intellectual property knowledge.

Examples of procedures:

Knowledge Management: Registration and Classification of Resources

- **MAINTAINING A REGISTER OF COLLECTIONS' LEGAL STATUS**

Creating and regularly updating a database that includes information on the legal status of works (for instance, those in the public domain, protected by copyright, or with limited licenses),

PRACTICAL REMARK

Regular monitoring of implemented procedures, namely verifying the effectiveness of implemented policies and their compliance with applicable laws, is key to ensuring correct intellectual property management at the museum. It is important that the institution, relying on monitoring and evaluation as well as external factors, is ready to respond to changing regulations, standards, and the needs of the institution and its stakeholders. The institution should also remember to **update existing procedures whenever possible**.

- **DIGITIZATION PLAN**

Setting digitalization priorities and annual digitalization plans comprising objects that museums can digitize and make available, with consideration of their legal status,

- **RIGHTS VERIFICATION PROCEDURE**

Establishing procedures and a register of authorship and copyright holders for works in the museum's collection. The procedure should include, among other things, rules for consulting with authors, beneficiaries, or entities holding rights to works.

Licensing and Resource Sharing

- **LICENSE ACQUISITION PLAN**

Developing a contact database for creators and beneficiaries, along with a schedule for negotiations and agreement signing (for example, for a specific calendar year),

- **PRICE LIST FOR DIGITIZATION SERVICES AND FEES FOR SHARING IMAGES OF MUSEUM EXHIBITS**

Creating transparent and consistent rules for granting licenses for the use of museum works, differentiated by purpose (research, education, commercial), period (for example, 5 or 10 years), and territorial scope (Poland, worldwide), including setting rates that define the cost of digitization based on format, quality, object type, technical file preparation, and licensing,

- **STANDARD LICENSE AGREEMENT TEMPLATES**

Developing ready-made templates that facilitate cooperation with external entities while safeguarding the museum's interests. Documents can be prepared in various versions – from optimal scenarios for the museum to alternative versions that leave room for negotiation,

- **AUTHORIAL STATEMENTS GRANTING LICENSES**

Documents in which the creator specifies the conditions under which their work can be used (such as Creative Commons licenses),

- **INFORMATION FLOW PROCEDURE**

Regulating tasks and processes for various departments in the museum, organizing the creation and submission of documents (for example, license agreements), formal and legal verification, approval (documents must receive the approval of authorized individuals, such as the institution's director or department head), and archiving.

Management of Employee Works

- **AGREEMENTS WITH EMPLOYEES PERFORMING CREATIVE WORK**

Formal regulation (appropriate clauses in the employment contract or signing of an additional civil law contract for tasks beyond the scope of the employment agreement) of issues related to the transfer of economic rights to employee works to the museum and defining fields of exploitation.

- **CATALOG AND PROCEDURE FOR ACCEPTING WORKS**

Creating a formal catalog of employee works and a procedure for accepting works created by employees, along with documentation regarding their legal status.

2.1.3

FINANCES

Under the current legal system, creators are entitled to remuneration resulting from their economic rights. Therefore, when developing a strategy, it is important to include these costs in the implementation budget. Although museums in Poland strive to acquire economic rights without charge, the verification and negotiation process can be costly. Financial issues also arise when the creator (or beneficiary) wishes to use a work for which they have transferred the economic rights to the museum. In such cases, the strategy requires prior consideration.

PRACTICAL REMARK

We should not equate museum personnel responsible for the intellectual property management process with lawyers. This specialization requires interdisciplinary knowledge and soft skills. Undoubtedly, intellectual property specialists should be familiar with the applicable law. Above all, however, they should know about the collections and be familiar with the organizational culture, strategic goals, and areas of activity, as well as the museum's ethical principles. Only such knowledge and competence will allow them to effectively implement the legal and ethical goals and mission of the institution, minimizing the risk of infringement claims, including for reputational reasons. Institutions should not expect IP specialists to become legal experts, but they should be able to identify potential legal problems and know when to seek professional advice.

Defining roles and responsibilities is a crucial element of the process of intellectual property management within a museum. It is advisable to create a specific position or team responsible for organizing, consulting, and resolving ambiguities or disputes regarding copyrights and related rights concerning objects (both acquired and old), as well as other rights of the institution (such as database rights, trademarks, or employee works). Given that intellectual property rights feature in various areas of museum activity, that position (or team) should occupy an appropriate place within the organizational structure.



The strategy formulation process should be **participatory**. It is worthwhile to involve the largest possible group of employees from different departments of the museum in the debate on the strategy. Furthermore, it is worth appointing a working team or committee responsible for developing the strategy. Although such actions may prolong the strategy's development process, the museum may avoid many difficulties at the implementation stage. First of all, this approach will change the attitude of employees toward the strategy (they will consider it "theirs") and ensure a common understanding of goals, which guarantees greater flexibility during implementation.

IP management strategy results from the museum's relations with its environment. Changes and trends in the environment force the organization to adjust its operating strategy, which results in **continued updates to the strategy**. The strategy should consider the changing legal regulations that determine how the museum uses its various intellectual property rights (rights to collections, works of authorship, databases, trademarks, or know-how) for various purposes (marketing, communication, or education). Moreover, the strategy should respond to current challenges, such as the increase in the number of digital objects in museum collections and the development of artificial intelligence.

All museums should implement intellectual property management processes, even those that only collect works of old masters that are in the public domain. This area also requires suitable consideration and strategic solutions.

The public domain includes works whose copyrights have expired or those that have never had copyrights, meaning that anyone can use them for free. As guardians of cultural heritage, museums must protect these works and ensure that they are available in a way that respects the principles of the public domain.

Key aspects of **respecting the public domain** in museums:

- **MAINTAINING OPEN ACCESS**
Digitizing public domain works, regardless of the documentation technique, should ensure that these resources remain available for use free of charge. Creating legal or technical restrictions (for example, applying for additional licenses or blocking downloads) on digitized public domain resources goes against the idea of open access and may limit the social potential for further digital use of these works.
- **TRANSPARENCY IN SHARING RESOURCES**
Museums should communicate the legal status of digitized objects (regardless of the technique used to create their digital visual documentation), indicating that public domain materials do not have copyright restrictions.
- **EDUCATION AND ACCOUNTABILITY**
Promoting awareness of the public domain and its importance in the context of culture and science is an important task for museums. These institutions should act as leaders in educating people about the principles of legal use of works in the public domain and their potential for creativity, research, and innovation.
- **AVOIDING CULTURAL RESOURCES' APPROPRIATION**
In digitizing public domain works, museums should not appropriate the rights to digital reproductions by imposing new licenses restricting their use.

Respect for the public domain in museums, both in the case of analog objects and their digital representations, is crucial to their mission as public institutions. Such an approach guarantees democratic access to culture and knowledge, enables innovation, and strengthens public trust in these institutions.

Employee works in museums result from the creative activities of museum employees and can include exhibition catalogs, collection descriptions, educational materials, scientific publications, collection photographs, graphic designs, and promotional films.

According to the Act on Copyright and Related Rights (Article 12), the author's economic rights to employee works belong to the employer (in this case, the museum) from the moment the employer accepts the work unless otherwise stipulated in the employee's contract. Therefore, the museum has the right to use these works within its activities, but this process should follow applicable law and respect the personal rights of the creators.

Managing employee works is crucial for ensuring the museum's compliance with copyright laws and for effectively utilizing creativity in the institution's activities. Currently, this aspect poses a management challenge for most Polish museum institutions. In this area, we can observe three leading approaches in institutions:

1. EMPLOYMENT CONTRACT

Including creative work as part of the employee's duties under the employment contract. The remuneration consists of payment for work and payment for the economic rights to the work created during the employment relationship (50% of the costs of obtaining income). This system requires establishing rules for reporting, settling, and maintaining a register of employee works.

2. SEPARATE CONTRACT TO PRODUCE A WORK

The exclusion from the main employment contract of creative work that goes beyond its scope and creating a separate contract to produce a work with the employee. The institution defines the closed list of works eligible for signing an additional contract (often based on consultations or negotiations within the team).

3. NO TAX REGULATION IN THE CONTRACT

Omitting the regulation of creative work terms in employment contracts and shifting the responsibility for settling such work to the individual employee (their annual tax settlement).

None of the above scenarios is ideal or fully beneficial. Organizing issues related to the management of employee works is a challenging task, especially due to applicable legal and tax regulations. However, museums should strive to regulate the management of employee works, especially since the output of many professional employees consists of employee

works. Such a regulation not only supports the museum's functioning clearly and transparently but also fosters good relationships with employees by respecting their creative contributions.

How to manage employee works in museums?

1. INTERNAL STRATEGIC DOCUMENTS

Detailed provisions regarding the settlement of employees' creative work, including the transfer of economic rights to employee works to the museum, should feature in internal strategic documents (for instance, the institution's regulations and intellectual property management strategy).

2. FORMAL PROCESS FOR ACCEPTING EMPLOYEE WORKS

We advise establishing a formal process for accepting employee works, where the museum acknowledges receipt of the work and accepts its content. This may include providing documentation defining the legal status and scope of economic rights.

3. MORAL RIGHTS OF EMPLOYEE CREATORS

The personal rights of employee creators, such as the right to attribution and the integrity of the work, remain inviolable. The museum should always attribute the work to its author unless the creator explicitly waives this right.

4. DIGITALIZATION AND PUBLIC ACCESS

In the case of employee works that the museum digitized or made publicly available (for example, on the internet), the museum should ensure that the scope of such use falls within the agreed-upon fields of exploitation.

5. LICENSING POLICY FOR EMPLOYEE WORKS

The museum should develop a licensing policy for employee works (which should be part of a broader intellectual property management policy), allowing their sharing with external entities, such as other institutions, publishers, or media, either on commercial terms or under open licenses.



2.3

Attitude, Employee Competence Development, Cooperation, and Knowledge Sharing

2.3.1

WAY OF THINKING AND ATTITUDE

Museum employees shape the management of intellectual property rights through their approaches, which influence the internal organizational culture, specialized knowledge, and understanding of the institution's mission and goals. The attitudes and approaches of museum employees, particularly the management staff, play a key role in this context.

To effectively fulfill their mission while responding to contemporary needs, museums should adopt a proactive stance, focusing on innovation, development, and accessibility. Openness to cooperation and striving for the best use of collections support this approach. A more conservative approach, on the other hand, can lead to stricter policies regarding the management of intellectual property aimed at minimizing legal risk.

It is also necessary for museums to become more involved in the ongoing public discussion about regulations concerning copyright management in cultural institutions. As public institutions, museums have the obligation not only to protect their collections but also to make them accessible to the public. In the era of digitalization, this requires modern and flexible legal regulations. Museums' active participation in shaping laws will help address their specific needs and challenges, such as licensing, collection digitization, or issues related to open access. Through dialogue with lawmakers and other cultural institutions, museums can contribute to the development of policies that support both the protection of creators' rights and the dissemination of culture in the digital age.

2.3.2

EMPLOYEE COMPETENCE DEVELOPMENT

Regularly raising awareness and enhancing competencies among all museum staff regarding the applicable intellectual property laws and management strategies, including licensing principles, openness, and respect for copyright, is essential for the effective day-to-day operation of the institution. Copyright law affects most areas of the institution's activities – from acquiring collections through digitization and public access, and collaboration with external partners to educational and commercial activities and the implementation of new technologies. Therefore, fundamental knowledge of intellectual property rights should be an integral part of the competencies of the entire museum team.

Moreover, museums and institutions supporting them, or their organizers, should ensure regular educational programs and specialized training on copyright law and best practices for managing intellectual property aimed at a narrower group of individuals responsible for this area daily. Regular training on copyright law and intellectual property management will also help employees understand the rights and obligations related to the creation of employee works.

2.3.3

MAINTAINING JOINT DATABASES ON THE INTELLECTUAL PROPERTY OF MUSEUMS AND CREATORS

Copyright verification is a particularly time-consuming and resource-intensive stage of intellectual property management. The difficulty lies in the lack of data and access to information regarding the current legal status of museum collections. The greatest challenge concerns collections that the museum acquired many years ago. Identifying the copyright holder, establishing contact, and conducting negotiations is a process that can take several months.

There is an urgent need to maintain a shared database of information on intellectual property ownership of museum exhibits and creators and their beneficiaries. This database should also include information from museums that have completed the process of verifying the rights to the works of a particular creator. This would allow institutions to consult each other and, perhaps, even collaborate on verification and negotiation efforts.

2.3.4

MUSEUM NETWORK FOR COOPERATION AND KNOWLEDGE EXCHANGE: REGULAR MEETINGS

We recommend the creation of a museum collaboration network and a platform for sharing knowledge and experiences to make the process of intellectual property management efficient and effective. A collaboration network brings many benefits, including the consolidation of resources (human, competency-related) and the development of quality management process standards. Furthermore, networking facilitates mutual learning and serves as a valuable information source.



3

OUR RECOMMENDATIONS: SUMMARY

We advise museums to:

- 1) Introduce and operate an intellectual property management strategy, consisting of elements such as: intellectual property policy, procedures and document templates, museum structure and staffing, and finances;
- 2) Implement clear intellectual property regulations regarding employee works to ensure transparency in management, build good relationships with employees by respecting their creative contributions, and enable the legal use of such works in the institution's activities;
- 3) Adopt a proactive approach to intellectual property management, combining innovation and accessibility with active participation in shaping legal regulations to effectively carry out their mission and address the challenges of the digital age;
- 4) Regularly raise awareness and competencies across the entire team regarding copyright law and provide specialized training for employees involved in intellectual property management, to effectively carry out operational and strategic tasks;
- 5) Create a shared database on the intellectual property of museum collections, creators, and beneficiaries at the central level to streamline the process of verifying rights, facilitate cooperation between institutions, and reduce the time and costs associated with identifying rights holders;
- 6) Establish a museum collaboration network around intellectual property management which will create a valuable forum for exchanging knowledge and best practices.



MUSEUM PRACTICES

Sample Templates of Documents and Procedures

Below, we present sample documents and procedure templates kindly shared by the museums that participated in the exploratory workshops. They may serve as support and inspiration for developing internal procedures. However, it is important to note that they are not ready-to-use models. Each institution should develop its own templates, considering its specific context and capabilities.

TEMPLATE §1

Rules for the acquisition of licenses and other agreements regulating the legal and copyright status of objects in the Museum's possession

Chapter I Definitions

The definitions which these Rules use shall mean as follows:

- 1) Museum – Muzeum Sztuki in Łódź
- 2) Director – the Director of Muzeum Sztuki in Łódź
- 3) Editor – the editor of the portal: zasoby.msl.org.pl
- 4) Team – a team specializing in the acquisition of licenses and other agreements regulating the legal and copyright status of objects in the Museum's possession
- 5) Plan – the plan for the acquisition of licenses and other agreements regulating the legal and copyright status of objects in the Museum's possession

Chapter II Team appointment and composition

Article 1

- 1) The Team Secretary shall convene a meeting of the Team specializing in the acquisition of licenses and other agreements regulating the legal and copyright status of objects in the Museum's possession by February 25 of each year.

- 2) The composition of the Team:
 - Museum Director – Chairman
 - Editor of zasoby.msl.org.pl portal – Secretary
 - Head of the Department of Scientific Documentation
 - Head of the Department of Modern Art Collection
 - Head of the Old Masters Art Department (when assessing options to acquire licenses for works of art by old masters)
 - Employee assigned to acquire licenses and other agreements regulating the legal and copyright status of objects in the Museum's possession
- 3) During the meeting, the Team shall formulate the guidelines for the plan for the acquisition of licenses and other agreements regulating the legal and copyright status of objects in the Museum's possession.
- 4) The Secretary shall draft the Team's meeting summary in writing. The summary shall be made in one copy which shall be kept safe by the Head of the Department of Scientific Documentation.

Chapter III

Plan, reporting, and document control

Article 2

- 1) The acquisition of licenses to works of art and other resources made available by Muzeum Sztuki shall be possible once the Director approves the annual license acquisition plan.
- 2) The Team Secretary or the Head of the Department of Scientific Documentation shall submit the plan to the Director.
- 3) The plan shall be drawn up following the established guidelines by the end of March of the calendar year concerned at the latest. The plan shall include in particular:
 - the name of the artist and the list of works which shall have their rights regulated;
 - license acquisition method (paid or free of charge).
- 4) The Director's signature shall equal the plan's approval.
- 5) Outstanding matters forming part of the plan (agreements to be drafted) shall be transferred to the plan for the following calendar year as matters to be addressed (searches to be made).
- 6) The Team shall draft the plan for the calendar year in two (2) copies, with one kept by the Team Secretary and the second submitted to the Accounting Department.

Article 3

- 1) The acquisition of paid licenses shall take place at the request of the Head of the Department of Scientific Documentation or the Editor to the Director under the approved plan and procedures in force in the Museum.
- 2) The acquisition of paid licenses may take place outside the approved plan as a result of existing opportunities to contact artists or beneficiaries at the request of the Head of the Department of Scientific Documentation or the Editor to the Director under the procedures in force in the Museum and the earlier annex to the plan.
- 3) The acquisition of free-of-charge licenses may take place outside the plan as a result of existing opportunities to contact artists or beneficiaries.

Article 4

- 1) The Head of the Department of Scientific Documentation shall verify the legal and copyright status of individual objects and supplement the list of objects in tabular form on an ongoing basis.
- 2) The Head of the Department of Scientific Documentation shall have reporting obligations. Report submission deadline: 31 January. The reporting period shall be the year preceding the submission of the report. The report in tabular form shall be supplemented based on current data resulting from the current progress of license acquisition work.
- 3) The annual report with an annex in tabular form shall include, in particular: first name and surname of the artist; agreement number; subject matter of the agreement; scope (fields of exploitation); duration of the agreement; paid/free of charge.
- 4) The annual report with a tabular annex shall be drawn up in two (2) copies, with one kept by the Head of the Department of Scientific Documentation and the second submitted to the Accounting Department.
- 5) The annex to the first report for 2019 shall include records listing the current legal and copyright status of artists (licenses, other agreements regulating the legal and copyright status, as well as purchase and donation agreements, which contain provisions regulating the legal status of objects).

Chapter IV

Agreements and their storage

Article 5

- 1) License agreements or other agreements regulating the legal status of objects that the Museum acquires under the plan shall be drawn up:
 - a) in two (2) copies in the case of free-of-charge agreements, with the Head of the Department of Scientific Documentation liable for submitting one copy to the Administration and Financial Department. The party conveying the copyrights shall receive the other copy;
 - b) in three (3) copies in the case of paid agreements, with the Head of the Department of Scientific Documentation liable for submitting one copy to the Administration and Financial Department and the second copy to the Accounting Department together with the request to issue an invoice. The party conveying the copyrights shall receive the third copy.

Chapter V

Information clause

Article 6

- 1) 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 (General Data Protection Regulation), Muzeum Sztuki in Łódź, when obtaining data from natural persons in connection with activities performed for the purpose of acquiring licenses and other agreements regulating the legal status of objects with unregulated statuses shall provide the information indicated below regarding the collection of data by the Museum to natural persons:
 - a) contact details of the Data Controller...
 - b) contact details of the Personal Data Protection Officer:
 - c) the purpose and the basis for data processing:
 - data processing is necessary for the performance of an appropriate agreement to which the data subject is a party, pursuant to article 6(1)(b) of the above regulation,

- a processing is necessary for the performance of a task implemented in the public interest in accordance with article 6(1)(e) of the regulation.
 - d) personal data recipient: Muzeum Sztuki in Łódź,
 - e) the period for which the personal data will be stored: the period of validity of the relevant agreement and the period justified by the limitation period for possible claims of the parties resulting from the above-mentioned agreement.
- 6) Moreover, natural persons acknowledge that they have the right to request access to their data and are entitled to rectify them, limit their processing, and object to their processing (only if processing would be unnecessary to perform the above-mentioned agreement), as well as the right to transfer the data and lodge a complaint to a supervisory authority.
 - 7) Natural persons confirm the attainment of the information specified in section 1 with their own signatures handwritten under the agreement.

SOURCE: MUZEUM SZTUKI IN ŁÓDŹ

Plan for the acquisition of licenses and other agreements regulating the legal and copyright status of objects in the Museum's possession for 2024

All licenses shall be acquired free of charge:

- a) New surnames of Polish and foreign artists selected for the plan: 33
- b) List of surnames of Japanese artists (selected surnames):
Plan: 46
- c) Continuation and readdressing matters from previous years (Poland and abroad)
Plan: 39
- d) List of surnames of American artists
Plan: 16
- e) Selected surnames of artists from the archive of Andrzej Partum + collection
Plan: 17

	ARTIST	WORKS OF THE ARTIST	NOTES
NEW NAMES ADDED TO THE PLAN			
1.	First name and surname	Inventory number	
JAPANESE ARTISTS			
1.	First name and surname	Inventory number	
CONTINUATION AND READDRESSING MATTERS FROM PREVIOUS YEARS (POLAND AND ABROAD)			
1.	First name and surname	Inventory number	
AMERICAN ARTISTS			
1.	First name and surname	Inventory number	
SELECTED SURNAMES OF ARTISTS FROM THE ARCHIVE OF ANDRZEJ PARTUM + COLLECTION (CONTINUATION AND NEW SURNAMES)			
1.	First name and surname	File number	

Łódź, on

Signature of the Director of Muzeum Sztuki in Łódź:

SOURCE: MUZEUM SZTUKI IN ŁÓDŹ

Report associated with the plan for the acquisition of licenses and other agreements regulating the legal and copyright status of objects in the Museum's possession for 2024

In 2024, the Museum acquired a total of 22 license approvals. The Museum acquired all licenses free of charge. The Museum is currently conducting negotiations or pursuing signatures for 28 cases. Detailed list below:

- a) New surnames of Polish and foreign artists selected for the plan:
Plan: 33
Reporting values: the Museum acquired 6 cases, dropped 4 cases, and is pursuing 14 cases, with the process to continue in 2025; the Museum transferred the remaining 9 cases to the plan for 2025.
- b) List of surnames of Japanese artists (selected surnames):
Plan: 46
Reporting values: The Museum moved the entire group to 2025. In 2024, the Museum had the surnames of artists written down in Japanese. The Museum is planning to source the assistance of a Japanese-speaking intern to search and verify contacts online.
- c) Continuation and readdressing matters from previous years (Poland and abroad)
Plan: 39
Reporting values: the Museum acquired 5 cases, including one email statement, the Museum will continue 7 cases in 2025, 4 cases were dropped, and 23 cases were transferred to 2025.
- d) List of surnames of American artists
Plan: 16
Reporting values: the Museum acquired 4 cases, with 4 cases to be continued in 2025, 1 surname was dropped, and the remaining 7 cases were transferred to the plan for 2025.
- e) Selected surnames of artists from the archive of Andrzej Partum + collection
Plan: 17
Reporting values: the Museum acquired 5 cases, including 3 email statements, 3 cases are pending, and the remaining 9 cases were transferred to the plan for 2025.
- f) Licenses acquired outside the 2024 plan
Reporting values: the Museum acquired 2 cases

ARTIST	WORKS OF THE ARTIST	NOTES
NEW NAMES ADDED TO THE PLAN		
1. First name and surname	Inventory number	Acquired
JAPANESE ARTISTS		
1. First name and surname	Inventory number	
CONTINUATION AND READDRESSING MATTERS FROM PREVIOUS YEARS (POLAND AND ABROAD)		
1. First name and surname	Inventory number	Moved to 2025
AMERICAN ARTISTS		
1. First name and surname	Inventory number	Acquired

SELECTED SURNAMES OF ARTISTS FROM THE ARCHIVE OF ANDRZEJ PARTUM + COLLECTION
(CONTINUATION AND NEW SURNAMES)

1.	First name and surname	File number	To be continued in 2025
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ADDITIONAL NAMES OUTSIDE THE PLAN

1.	First name and surname	File number	Acquired
----	------------------------	-------------	----------

Łódź, on

Signature of the Director of Muzeum Sztuki in Łódź:

SOURCE: MUZEUM SZTUKI IN ŁÓDŹ

License Agreement

License Agreement no.

made on in Łódź, Poland, between:

Name and Surname:

Social Security (ID) number:

Address:

e-mail:

Hereinafter referred as „Licensor” or “Author”,

and

Muzeum Sztuki w Łodzi

ul. Więckowskiego 36, 90-734 Łódź

represented by:

..... - Director

..... - Chief Accountant

Hereinafter referred to as „Licensee” or „Museum”.

Subject of the agreement and statement of the Licensor

§ 1

Subject of the Agreement is granting by the Licensor to the Museum a free, non-exclusive license to use the author's economic rights to the works listed in Appendix no.1 to the Agreement (and to all other copies of works by the Author, including documents of social life and catalogues owned by the Author, including documents of social life and catalogues owned by the Museum), hereinafter referred to as “Works”.

§ 2

The Licensor hereby states that he is fully entitled to the author's economic rights to all Works and may freely dispose of the these rights.

Scope of the agreement

§ 3

- 1) The Licensor grants the Museum, free of charge license, unlimited in time and territory, to use the author's economic rights to the Works listed in Appendix no.1 (in whole or in part), in the following fields of exploitation:
 - a) recording and reproducing digitally or analogically Works or on any other medium together with distribution;
 - b) presenting to the public Works or their exposition copies and their lending and leasing;
 - c) publishing Works and distributing them in the catalogues and other printed materials and publications of the Licensee (in print and electronic version) including in the form of e-books;
 - d) publishing Works in the audio-visual materials, in the press, on television, making the Work available to the public in such a way that everyone can have access to it at a place and time of their choice, especially on the websites and on social media profiles administered by the Licensee;
 - e) preservation and reconstruction of the Works;

- f) using the Works for promotion purposes of the Licensee and the Author (including: TV, press, Internet and outdoor advertisement as well as advertising products).
- 2) The license allows the Museum at the disposal of and exercise derivative rights to the Works in the scope of the related works: translations, study and adaptation, in the fields of exploitation specified in item 1 of this paragraph.
- 3) The license is non-exclusive, unlimited in territory, concluded for the duration of protection of the author's economic rights to the Works. The Licensor is obliged not to terminate it earlier.
- 4) At the same time, the parties agree under the condition precedent that in the event that the license granted under this contract expires due to the transfer of copyright to the institution or third party, the author's economic rights to the Work will be subject to the right to use these rights for the Museum in the scope and under the terms of current license.

Further licenses

§ 4

The Museum has further right to grant non-exclusive licenses to the third parties to use the author's economic rights to the Works and to exercise the author's derivative rights to the Works.

Author's personal copyright and image protection

§ 5

- 1) The Museum is obliged to respect the Author's personal copyrights and to mark the authorship of the Works as well as to use them reliably.
- 2) The Licensor authorizes the Museum to exercise the author's personal rights in relation to the Works, including in particular deciding how and when and where to use the Works and to carry out necessary conservation work in relation to the Works.
- 3) The Authors free of charge agrees for the Museum to disseminate his image and correspondence. The dissemination of the image concerns the photographs donated by the Author to the Museum and the photographs documenting the cooperation of the Author with the Museum. The dissemination of the correspondence concerns the correspondence in the possession of the Museum.

Copyright note

§ 6

The Parties agree on the following copyright note:

© and Muzeum Sztuki, Łódź.

Final provisions

§ 7

- 1) The Agreement has been made in 2 identical copies, with one for the Licensor and one copy for the Licensee.
- 2) Appendix no. 1 to this Agreement are an integral part the Agreement.
- 3) The parties subject the relations resulting from this Agreement to Polish law. In particular, the provisions of the Act on Copyright and Related Rights and the Civil Code shall apply.
- 4) The court having the jurisdiction over the seat of the Licensee shall be the relevant court to settle any disputes arising hereunder.

- 5) The Museum fulfilling obligation to inform persons whose personal data are processed in connection with the conclusion of the agreement, informs that the administration of the personal data is the Museum Sztuki in Lodz. Other information is included in the Appendix no. 2 to the agreement.

The Museum

.....

The Licensor

.....

SOURCE: MUZEUM SZTUKI IN ŁÓDŹ

License agreement

License Agreement no.

entered into on In Gdańsk, by and between:

....., residing at ul., Polish personal identification number

PESEL:

hereinafter referred to as the “**Licensor**”

and:

Muzeum Narodowe w Gdańsku (The National Museum in Gdańsk),

with its registered office in Gdańsk, 80-822, ul. Toruńska 1,

entered into the Register of Cultural Institutions

under number, Tax Identification Number (NIP):, Polish

National Business Registry Number (REGON):, represented by:

..... - Director

hereinafter referred to as the “**Licensee**”

Article 1

The **Licensor** represents that they have author’s economic rights to objects
conveyed by to the National Museum in Gdańsk:

.....

.....

.....

Article 2

- 1) Under this agreement, the **Licensor** grants the **Licensee** a non-exclusive license to use the **Work** specified in Article 1 in the following fields of exploitation:
 - a) recording and reproduction of the **Work** using a specific technique, including printing, reprography, magnetic recording, and digital technology,
 - b) trading the original or copies on which the **Work** was recorded: marketing, lending, or rental of the original or copies,
 - c) public performance, exhibition, broadcasting, making the **Work** available to the public in a manner providing everybody with access to it wherever and whenever required,
 - d) displaying,
 - e) use in publications, advertisements,
 - f) using the whole of the **Work** or its parts for educational, training, and promotional purposes,
 - g) entering the **Work** and storing it in a computer’s memory,
 - h) making the **Work** available to the public by means of electronic data carriers (digital optical discs, discs, compact discs, floppy discs),
 - i) making the **Work** available to the public via the internet.
- 2) The granting of a non-exclusive license to use the **Work** under this agreement shall not be bound by any restrictions, in particular territorial – the **Licensee** has the right to use the **Work** around the world, without any temporal or quantitative restrictions.
- 3) The value of the license granted to use the **Work** within the scope specified in section 1 shall be

Article 3

Pursuant to provisions of Article 13(1) and (2) 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 (hereinafter referred to as GDPR), the **Licensee** informs that:

- 1) The controller of the processed data of the **Licensor** is the National Museum in Gdańsk, with its registered office at:, email address:
- 2) Contact with the Personal Data Protection Officer is possible via:
- 3) The **Licensor's** personal data in the form of: full name, Polish personal identification number (PESEL), residence address, telephone number, email address, Tax Identification Number (NIP), and/or Polish National Business Registry Number (REGON) shall be processed to:
 - a) implement this agreement pursuant to Article 6(1)(b) of the GDPR,
 - b) perform financial and accounting settlements and for archiving purposes pursuant to Article 6(1)(c) of the GDPR.
- 4) The **Licensor's** data shall be transferred to other entities entrusted with services related to the processing of personal data, in particular entities supporting IT systems, providing legal services, and entities responsible for control or audit in order to verify the proper performance of this agreement. Such entities shall process data pursuant to an agreement with the **Licensee** and only in accordance with the instructions of the **Licensee**. Moreover, to an extent constituting public information, the data shall be made available to everyone interested in such information or published in the Bulletin of Public Information.
- 5) The **Licensor's** personal data shall be stored for a period of 5 years from the end of the calendar year in which the agreement was executed.
- 6) **The Licensor** is entitled to: protect its data, request access to the data, obtain a copy of the data, rectify or delete the data, and limit the processing of the data, and has the right to lodge a complaint with the President of the Office for Personal Data Protection (.....).

The provision of personal data by the **Licensor** is a prerequisite for the conclusion of the agreement. The **Licensor** shall be obliged to provide the data as failure to provide personal data shall result in the inability to conclude and perform the Agreement.

Article 4

- 1) Any and all modifications of the agreement shall be null and void unless made in writing.
- 2) The provisions of the Act of February 4, 1994, on Copyright and Related Rights (Journal of Laws of 2019, item 1231, as amended) and the provisions of the Polish Civil Code shall apply to matters not regulated in this agreement and concerning its subject matter.
- 3) The parties shall submit any disputes arising in connection with the implementation of the above agreement to the consideration of the common court with appropriate jurisdiction.

Article 5

This agreement has been prepared in 2 identical counterparts, one for each of the parties.

Licensor

Licensee

SOURCE: THE NATIONAL MUSEUM IN GDAŃSK

License Agreement

Licence Agreement no.

Concluded on in Szczecin between:

Mr. / Ms.

Address:

Type and number of the document confirming identity:

Hereinafter referred to as the **Author** or the **Licensor**

and

Muzeum Narodowym w Szczecinie,

ul. Staromłyńska 27, 70-561 Szczecin,

NIP (tax ID), West-Pomeranian Register of Cultural Institutions No. RIK
....., represented by: - Director

hereinafter referred to as the Licensee or as the Museum

The object of the agreement and the statement of the Licensor

§ 1

The object of this agreement is to grant the Museum a free-of-charge, non-exclusive licence to use the economical authorship laws for the works specified in Annex No. 1 to the agreement hereby, hereinafter referred to as the Works.

§ 2

The Licensor declares that they own the unlimited laws to the works and that they are entitled to dispose of them freely.

The scope of the agreement

§ 3

- 1) The Licensor grants the Museum a licence unlimited in time or place to use the economical authorship laws to the Works (as a whole or partially) in the following fields of exploitation:
 - a) in terms of recording and multiplying the Works - creating their copies in any technique, including printing, reprography, magnetic and digital recording;
 - b) in terms of trading in the original or copies on which the Works have been recorded - marketing, lending or renting the original or copies;
 - c) in terms of using the Works for public performance in the ways that have not been specified in point b) hereby - public performance, exhibition, display, broadcasting and re-broadcasting and making the Works available to the public in a way enabling one to access the Works in any time or place.
- 2) The licence entitles the Museum to use subsidiary rights to the Works in reference to any derivative work: translations, adaptations or compilations, as well as collections, anthologies, selections, exhibitions and databases meeting the criteria of the work, in the fields of exploitation specified in para. 3, point 1 hereby.
- 3) The Licensor declares that in the event of creation of new fields of exploitation, they shall grant a licence to use the economical authorship laws for the Works or their

digitalized copies in these new fields of exploitation to the Museum free of charge on the basis of a separate agreement.

Further licensing

§ 4

- 1) Not limited in time or place, the Museum is entitled to grant third parties further non-exclusive licence to use the authorship economical laws and subsidiary laws for the Works and for the derived works within the scope and in the fields of exploitation specified in the agreement hereby.
- 2) The Licensor shall acknowledge that, with reference to the licence of the economical authorship rights for the Works to the Museum, the Museum shall be entitled to make the digitalized copies of the Works available to third parties free of charge and without limit in time or place within a licence of provisions identical to the provisions of Creative Commons licence: CC BY-NC-ND attribution – non-commercial use – no derivatives 4.0 International or other language versions of this licence or any later version of this licence published by Creative Commons Corporation. The licence is available online at: <https://creativecommons.org/licenses/by-nc-nd/3.0/deed.pl>.

Moral rights

§ 5

The Museum shall provide information on the authorship of the Works and it shall use and preserve the Works diligently.

Copyright note

§ 6

The parties agree upon the following content of the copyright note:

© and Muzeum Narodowe w Szczecinie

Period of notice

§ 7

The parties agree upon a period of notice of two years since the delivery of the notice in written form to the Museum's seat.

Final provisions

§ 8

- 1) The Annexes No. 1 and No. 2 are integral parts of the agreement hereby.
- 2) Any changes in the agreement hereby require written form under the pain of nullity.
- 3) Any matters not regulated by the agreement hereby shall be subject to the provisions of the Polish Civil Code and of Ustawa z dnia 4 lutego 1994 r. o prawie autorskim i prawach pokrewnych (Dz. U. z 2021 r., poz. 1062) / Polish Act on authorship and related laws.
- 4) Any disputes that may occur in regard to this agreement shall be put to the arbitration of a court of law competent for the seat of the Museum.
- 5) The agreement has been made out in two identical copies, one for each party.

The Museum

The Licensor

SOURCE: NATIONAL MUSEUM IN SZCZECIN

Copyright Transfer Agreement

Copyright Transfer Agreement No. /2025
made on 2025 in Gdańsk by and between:

.....
domiciled at

.....
holding an identity card (passport) No.
hereinafter referred to as **‘the Transferor’**

and

Muzeum Narodowe w Gdańsku (National Museum in Gdańsk), with the registered office in Gdańsk 80-822, ul. Toruńska 1, entered into the Register of Culture Institutions No., NIP (tax identification number):, REGON (statistical identification number):, represented by: - Director
hereinafter referred to as **‘the Transferee’**

§ 1

The Transferor represents that he is the owner of the copyrights to:, listed in Annex No. 1 to this Agreement (number of inv. items:, number of objects:, hereinafter referred to as the **‘Work of Art’** and by making this Agreement he does not violate any rights of third parties, including any copyrights.

§ 2

- 1) On the basis of this agreement, the Transferor transfers free of charge to the Transferee factor the copyrights to the Works listed in § 1, section 1, item 1 in all possible fields of exploitation within the meaning of the provisions of the Act on Copyright and Related Rights of 4.02.1994, and in particular the Transferee shall be entitled to:
 - a) recording and multiplying **‘Works of Art’** with a specific technique, including printing, reprography, magnetic recording and a digital technique;
 - b) trading an original or copies on which **‘Works of Art’** have been recorded: launching on the market, lending or leasing of an original or copies;
 - c) public performing, displaying, broadcasting and making **‘Works of Art’** accessible in such a manner that anyone can get access thereto at a place and time of one’s choice;
 - d) displaying;
 - e) using in publications and advertisements;
 - f) saving and recording in a computer memory;
 - g) making them available to the general public via electronic data storage devices (optical digital discs, compact discs, diskettes); and
 - h) making them available online and authorises the exercise of derivative copyrights on the Works.
- 2) The transfer of Copyrights to **‘Works of Art’** and the right to exercise subsidiary rights hereunder shall be without any limitations, including but not limited to temporal or territorial ones; the Transferee shall be entitled to use and dispose of **‘Works of Art’** all over the world without any temporal or quantitative restrictions.

§ 3

With reference to the provisions of Article 13 (1) and (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 (hereinafter: GDPR), the Transferee announces that:

- 1) The administrator of the processed personal data of the Transferor's is Muzeum Narodowe w Gdańsku, headquartered at: 80-822 Gdańsk, ul. Toruńska 1, email:
- 2) The personal data protection officer can be contacted at:
- 3) The personal data of the Transferor, such as: first name, surname, home address, identity document number, bank account number, telephone number, e-mail address, will be processed in order to:
 - a) implement this Agreement, under Article 6 (1) letter b) of the GDPR,
 - b) and accounting settlements and for archiving purposes, under Article 6 (1) letter c) of the GDPR.
- 4) The data of the Transferor will be transferred to other entities commissioned with services related to the processing of personal data, in particular to entities supporting information systems, performing legal services, and inspecting or auditing the proper implementation of this Agreement. Such entities will process data on the basis of a contract with the Transferee and only in accordance with the instructions of the Transferor. Moreover, to the extent that the data constitute public information, they will be disclosed to anyone interested in such information or published in the Official Gazette (BIP).
- 5) The personal data of the Transferor will be stored for a period of 5 years from the end of the calendar year in which the Agreement was executed.
- 6) The Donee has the right to: to protect their data, request access to their data, obtain a copy of their data, rectify, erase their data or restrict their processing, to object to the processing of their data and the right to lodge a complaint with the President of the Personal Data Protection Bureau (address:, e-mail:).
- 7) The provision of personal data by the Transferor is a condition for the conclusion of the Contract. The Transferor is obliged to provide them, and the consequence of failing to provide personal data will be the impossibility of concluding and performing the Contract.

§ 4

- 1) Any amendments hereto shall be in writing or shall be otherwise null and void.
- 2) Regulations of the Act of 4 February 1994 on copyrights and related rights (the harmonised text in the Journal of Laws of 2017, item 880) and of the Civil Code shall apply to any issues not governed herein.

§ 5

- 1) This Agreement has been made and shall be performed according to Polish law.
- 2) If a dispute arises, a court competent to resolve the same shall be the court in Gdańsk. Any disputes shall be resolved under Polish law.

§ 6

- 1) This Agreement has been made in Polish and in English. Both language versions shall have the same legal effect.
- 2) This Agreement has been made in four copies, two for each Party; one version in Polish and one version in English for each Party.

Annex to the Copyright Transfer Agreement No. UP/2025 of

– Annex No. 1: list of cultural goods donated

Transferor

Transferee

SOURCE: THE NATIONAL MUSEUM IN GDAŃSK

Copyright Transfer Agreement

Copyright Transfer Agreement No.

Concluded on 2022 in Szczecin between:

Foundation / Ms. / Mr.

address:

type and number of the document confirming identity

hereinafter referred to as the Contributor

and

Muzeum Narodowe w Szczecinie / The National Museum in Szczecin, ul. Staromłyńska 27, 70-561 Szczecin, Poland

NIP (tax ID), . Register of Cultural Institutions No.,

represented by: - Director,

Hereinafter referred to as the Museum.

The parties agree upon the following:

The object of the agreement

§ 1

- 1) The object of this agreement is unlimited in time or place, free-of-charge transfer to the Museum of the economical authorship laws for the works authored by, described in Annex No. 1 (hereinafter referred to as the Works), which is an integral part of the agreement hereby.
- 3) The Contributor declares that they owe the economical authorship rights to the works specified in point 1. hereby and that they are entitled to dispose of them freely and to conclude this agreement.

Fields of exploitation

§ 2

- 1) The Contributor transfers the economical authorship rights for the Works to the Museum with reference to the following fields of exploitation:
 - a) recording and multiplying the Works – creating their copies in any technique, including printing, reprography, magnetic and digital recording;
 - b) the Works' (which refers also to any copies containing records of the Works) merchandising, loan or lease of the master images or their copies;
 - c) using the works for public performance in the ways that have not been specified in point b) hereby – public performance, exhibition, display, broadcasting and re-broadcasting and making the Works available to the public in a way enabling one to access the work in any time or place.
- 2) The transfer of the rights which are the object of this agreement shall entitle the Museum to their further granting to third parties for studies or developments, especially adaptations, alterations (also into a different technique) or translations within the fields of exploitation specified in para. 2 point 1.

- 3) The Contributor declares that in the event of creation of new fields of exploitation, they shall transfer the copyrights for the Works or their digitalized copies in these new fields of exploitation to the Museum free of charge on the basis of a separate agreement.
- 4) Only the Museum shall be entitled to take the decisions on the availability of the Works or their digitalized copies to the public as well as on the ways of making them available, of creating their new versions, alterations, dividing them etc.
- 5) The transferring of the economical authorship laws for the Works and their digitalized copies enters into force with the signing of this agreement.
- 6) The Contributor shall acknowledge that, with reference to the transfer of the economical authorship rights for the Works to the Museum, the Museum shall be entitled to make the digitalized copies of the Works available to third parties free of charge and without limit in time or place within a licence of provisions identical to the provisions of Creative Commons licence: attribution – non-commercial use – no derivate works BY-NC-ND 3.0 Polska or other language versions of this licence or any later version of this licence published by Creative Commons Corporation. The licence is available online at: <https://creativecommons.org/licenses/by-nc-nd/3.0/deed.pl>.
- 7) The Contributor declares that they are the owner of full copyrights to the Works specified in para. 1 and that there are no legal or factual obstacles to this agreement being concluded and to the rights within the fields of exploitation specified hereby being transferred to the Museum. In case of any legal claims of third persons raised against the Museum in reference to the authorship laws for the Works, the Contributor shall take the responsibility for settling these claims and shall free the Museum from any of them.

Final provisions

§ 3

- 1) The Annexes No. 1 and No. 2 are integral parts of the agreement hereby.
- 2) Any changes in the agreement hereby require written form under the pain of nullity.
- 3) Any matters not regulated by the agreement hereby shall be subject to the provisions of the Polish Civil Code and of Ustawa z dnia 4 lutego 1994 r. o prawie autorskim i prawach pokrewnych (Dz. U. z 2021 r., poz. 1062) / Polish Act on authorship and related laws.
- 4) Any disputes that may occur in regard to this agreement shall be put to the arbitration of a court of law competent for the seat of the Museum.
- 5) The agreement has been made out in two identical copies, one for each party.

.....
The Contributor

.....
The Museum

SOURCE: NATIONAL MUSEUM IN SZCZECIN

Database on the legal and copyright status of objects

ITEM	ARTIST	LIFE DATES	INVENTORY (INV. NO./STUDIO)	NO. OF WORKS	LEGAL AND COPYRIGHT STATUS / TYPE OF LICENSE	AGREEMENT NO. AND TYPE	CONTACT PERSON - BENEFICIARY	ADDRESS	EMAIL / PHONE	QUERY SENT	RESPONSE	AGREEMENT SENT	SIGNED AGREEMENT RETURNED	EMPLOYEE	MANAGEMENT	SENT BACK	REMINDER	REMARKS
145	BARRE Jean Jacques	1793-1855	MHN	2	public domain													
147	BARRET Peter	born in 1935	Painting and Drawing Studio	3	to be determined													
150	BARTNIK Henryk	?-?	Handicraft Studio OE	2	does not qualify as a work													potato basket
152	BARTON Antoni	?-?	Folk Art and Rites Studio OE	33	copyrights not transferred to the National Museum in Gdańsk													donation agreement of... donation from...
1835	KRASNOŃSKA-REICHEROWA Wanda	1892-1982	Graphics Studio OSN	34	no copyrights to the works	x	06.02.2025	06.02.2025							Pending court proceedings related to cases
1197	GRUSZKOWSKI Wiesław	born in 1920	Gdańsk Photography Studio DF, Varia Photography Studio DF	622	copyrights to some objects transferred	Agreement for the transfer of the author's economic rights no. of.....												The National Museum in Gdańsk also signed a license agreement relating to Works.... Deposited at the National Museum in Gdańsk - license no. .../... of.....
4068	ZDANOWSKA Botesława	1908-1982	Gdańsk Photography Studio DF	36	copyrights transferred to the National Museum in Gdańsk	Agreement for the transfer of the author's economic rights no. of.....												

SOURCE: THE NATIONAL MUSEUM IN GDAŃSK

Terms of Use of the Online Collection Catalog

Definitions

MuFo – Museum of Photography in Kraków, located at ul. Józefitów 16, 30-045 Kraków,

Online Catalog – the online catalog of the MuFo collection which includes exhibits from MuFo's main collection and the content which MuFo's employees and collaborators prepared as part of handling and popularizing the collection,

User – any natural person, legal person, or entity without a legal personality using the Online Catalog,

Registered User – a User who created an account in the Online Catalog, obtaining a unique login and password, with access to the functionalities of the Catalog after logging in,

Resources – all graphic, text, audio, and multimedia materials included in the Online Catalog,

Museum Exhibits – objects forming the MuFo collection made available in the Online Catalog,

Digital Images – digital representations of the Museum Exhibits from the MuFo collection available in the Online Catalog,

The Act of February 4, 1994, on Copyright and Related Rights (Journal of Laws of 1994, no. 24, item 83).

General information

The Online Catalog presents Museum Exhibits from the MuFo collection divided into the following collections: Photographs, Equipment, and Varia. Museum Exhibits are made available together with their Digital Images unless there are legal restrictions in this respect.

Users can use the Catalog free of charge:

- without setting up an account and logging in – in terms of access to the Resources listed in the Online Catalog, searching data, copying, and further use of Resources not subject to legal restrictions,
- after creating an account and logging in to the online catalog – in terms of additional functionalities, such as saving search results in the form of lists, marking favorite museum exhibits, and adding comments.

MuFo makes every effort to ensure that the content provided in the Online Catalog is as complete and correct as possible. One of the core principles of the Catalog is its participatory nature, which means that MuFo encourages Users to contribute to and comment on its content to enhance the knowledge offered in the Catalog.

Due to their diverse legal status, the Resources MuFo makes available in the Online Catalog differ in terms of access and the ability of their further use. Therefore, before their further use, Users must become acquainted with the guidelines on Resource use included in these Terms of Use.

When using the Online Catalog, Users are obliged to comply with the law and principles of social interaction. Users are obliged to use the Catalog for its intended purpose and refrain from actions that may interfere with its proper functioning, in particular by the use of specific software or devices.

By using the Online Catalog, Users express consent to the guidelines listed in these Terms of Use.

Technical specifications

To browse the content of the Online Catalog, Users must have access to a device connected to the internet and provided with a web browser.

The use of functionalities that require creating an account and logging in is conditional on having an active and properly configured email account.

Resource Use

Users may use the Resources of the Online Catalog in accordance with the guidelines below:

If not subject to other restrictions, Users may share the Resources further if they provide their source and list the appropriate website address. Suggested wording of the source information: “The photograph comes from the collection of the Museum of Photography in Kraków,

The use of Resources that qualify as works under the Act on Copyright and Related Rights requires respect for the author’s moral rights (Article 16 of the Act), including proper attribution of authorship.

Each of the Museum Exhibits MuFo made available in the Online Catalog has one of the following designations of copyright status:

- public domain
- MuFo is the copyright owner
- MuFo is the copyright licensee
- all rights reserved
- unknown copyright

Users may use Museum Exhibits designated as public domain together with their Digital Images for any purpose, also commercial, in accordance with applicable law (with respect to the author’s moral rights).

In terms of Museum Exhibits designated with the status: “MuFo is the copyright owner” or “MuFo is the copyright licensee,” MuFo is authorized to make these Museum Exhibits available online together with their Digital Images. However, in certain cases, agreements concluded by MuFo require additional conditions to be met or additional permissions to be obtained for further use of the Museum Exhibits (including use across other fields of exploitation). As a result, Users may only use these Museum Exhibits within the scope of statutory licenses (including permitted personal use). To use these Museum Exhibits for purposes beyond those permitted under statutory licensing, Users must contact the Museum to confirm whether further use is possible and, if required, to obtain the appropriate permission or license. Users can contact the Museum by sending an email to:

Museum Exhibits labeled as: “all rights reserved” and “unknown copyright” or those that contain legally protected images of persons are made available in the Online Catalog without Digital Images. Users can personally view these Museum Exhibits at the Museum’s headquarters after arranging a meeting by sending an email to:

Materials that are not Museum Exhibits, created by MuFo staff and collaborators, particularly texts, graphic materials, audio, and audiovisual content that qualify as works under the Act on Copyright and Related Rights, are made available under the Creative Commons Attribution-NonCommercial-NoDerivatives (CC BY-NC-ND) license.

Adding Comments

After registering their own accounts and logging in to the Catalog, Users can add comments to the Museum Exhibits. These comments must not violate the law or social and moral standards. In particular, Users must not include in their comments any content that violates the rights of MuFo, those of other Users, or third parties, or content that violates their personal rights and intellectual property law, including copyrights.

User comments are made visible to other Users once they pass moderation on the part of the Catalog Administrator. In justified cases, MuFo has the right not to make comments available in the Online Catalog.

If a comment constitutes a Work under the Act on Copyright and Related Rights, the User grants MuFo a free-of-charge license to use that Work in the following fields of exploitation:

- recording and copying of the Work – by making copies of the Work using any technology, including, printing, reprography, magnetic recording, or digitally;

- trading the original or copies on which the Work was recorded – marketing, lending, or rental of the original or copies;
- dissemination of the Work in a manner other than specified in letter b) – public performance, exhibition, displaying, broadcasting, and re-broadcasting, as well as public sharing of the Work in such a way that everyone can have access to it at a place and time of their choice.

The User grants the license on entering the comment for the entire duration of the author's economic rights to the comment, without territorial restrictions. MuFo is authorized to grant sublicenses for the use of the Work and to exercise derivative copyrights to the Work, including, in particular, the right to modify it, make abridgments and editorial changes, as well as to incorporate the comment or parts thereof into other Works.

Unless the User indicates otherwise, the Museum will attribute the authorship of a published or otherwise shared work based on the User name the User provided when creating an account in the Online Catalog.

Personal Data Processing

Users can find details relating to personal data protection in the Privacy Policy available [here](#)

Final Provisions

Users should send all their questions, opinions, and observations on the functioning of the Online Catalog to the following email address:

In matters not regulated herein, the provisions of the law in force shall apply.

MuFo is not liable for the unlawful use of the Resources made available in the Online Catalog.

MuFo is not liable for the lack of access to the Online Catalog and temporary suspensions of its operation.

MuFo reserves the right to occasional interruptions in the operation of the Online Catalog due to data updates, maintenance work, or error repairs, as well as for other reasons beyond MuFo's control.

MuFo reserves the right to modify these Terms of Use at any time.

These Terms of Use shall enter into force on

SOURCE: MUSEUM OF PHOTOGRAPHY IN KRAKÓW, <https://zbiory.mufo.krakow.pl/regulamin/>

Categories of statements designating the legal status of digital objects

No information about the owner of the author's economic rights, COPYRIGHTS APPLY

To be determined – incomplete information on copyrights

PUBLIC DOMAIN

License for use, COPYRIGHTS APPLY

The National Museum in Warsaw is the owner of the author's economic rights.

Does not constitute a work under the Act on Copyright and Related Rights

Copyrights apply The National Museum in Warsaw is not the owner of the author's economic rights.

All rights reserved

CC BY Attribution 4.0

CC BY SA Attribution-ShareAlike 4.0

CC BY NC Attribution-NonCommercial 4.0

CC BY ND Attribution-NoDerivs 3.0 Poland

CC BY ND Attribution-NoDerivatives 4.0

CC BY NC SA Attribution-NonCommercial-ShareAlike 4.0

CC BY NC ND Attribution-NonCommercial-NoDerivs 3.0 Poland

CC BY NC ND Attribution-NonCommercial-NoDerivatives 4.0

SOURCE: THE NATIONAL MUSEUM IN WARSAW: <https://cyfrowe.mnw.art.pl/>

Terms and conditions of collection research and ordering digital reproductions

Terms and conditions of collection research and ordering digital reproductions of objects from MuFo collection

Section I

Definitions

Whenever the foregoing Terms and conditions of collection research and ordering digital reproductions of objects from MuFo collection, hereafter referred to as Terms and Conditions, make reference to the following:

- 1) **Object** – it is to be understood as any item from the Museum’s collection.
- 2) **Digital reproduction of an object** – it is to be understood as a graphic file with loss-less compression and technical parameters agreed with the Applicant and adapted to the intended use.

The Museum offers JPG digital files or graphic formats: TIFF, DNG, EIP.

Each of the graphic files being part of a complete documentation of an object constitutes separate public sector information.

- 3) **Compilation of digital reproductions of objects** – it is to be understood as a PDF file containing graphic and textual information about the Museum’s objects, created to present the results of collection research.

Section II

Terms of collection research

- 1) Collection research and providing information on objects from the Museum’s collection are some of the forms of making the collection available for studies and educational purposes. The research may be carried out by:
 - the Applicant by searching the MuFo online collection at: <https://zbiory.mufo.krakow.pl>,
 - the Applicant using the Museum’s database application (featuring full documentation of the MuFo collection) at the MuFo branch (at 16 Józefitów St, 30-045 Kraków),
 - the Museum staff based on the submitted collection research request form.
- 2) The terms of using the MuFo online catalogue are laid down in the relevant Terms and conditions available on the online collection website.
- 3) The Applicant may carry out research using the database by appointment, at a designated computer workstation at the MuFo branch in Józefitów street during the Museum opening hours. Enquiries regarding available dates should be made at the Collection Management and Inventory Department at: or by email:
- 4) Collection research is conducted by the Museum staff based on a correctly completed collection research request form enclosed as Appendix 1 to these Terms and Conditions. The electronic version of the completed request form should be sent by email to: or in hard copy by post to the Museum of Photography in Kraków: ul. Rakowicka 22A, 31-510 Kraków, with a note „Inventory Department – Research”.
- 5) In the event a response to a collection research request in the manner or form indicated in the application generates additional costs (due to, among other things, the time needed to carry out the research or necessary additional activities to be undertaken by the Museum staff, such as digitisation or re-digitisation of particular objects),

a fee for conducting the research study may be charged. In such case, the Applicant will receive a quotation for the research on the submitted collection research request form. The fee is determined according to the rules set out in Appendix 4 to the Terms and Conditions. The research study shall be carried out upon the Applicant's acceptance of the fee on the resubmitted request form.

- 6) The results of the research will be delivered in the form of a compilation of digital reproductions of objects by email or in another agreed way.

Section III

Terms of ordering digital reproductions of objects

- 1) Digital reproductions of objects that are not downloadable from the MuFo online collection (available at <https://zbiory.mufo.krakow.pl>) are provided on the basis of a duly completed digital reproduction order form enclosed as Appendix 2 to the Terms and Conditions, and – in cases described in para. 3 below – based on a contract, the template of which is enclosed as Attachment 3 to the Terms and Conditions.
- 2) The electronic version of the completed order form should be sent by email to: or in hard copy by post to the Museum of Photography in Kraków: ul. Rakowicka 22A, 31-510 Kraków, with a note "Inventory Department – Reproductions".
- 3) The conclusion of a contract for provision of digital reproductions of objects is required in particular in the case of objects that are copyright protected works within the meaning of the Polish Act on Copyright and Related Rights of 4 February 1994, for which copyright has not expired, and also when access to reproduced images will involve complying with additional conditions not included in the digital reproduction order form.
- 4) The rules of making payment for the ordered digital reproductions of objects are included in Appendix 4 to the Terms and Conditions. The Applicant will receive a quotation for digital reproductions of objects on the submitted order form, which fee the Applicant can accept by resubmitting the order form.
- 5) If digital reproductions are provided solely on the basis of the digital reproduction order form (without the need for signing a contract), the order form should bear a handwritten signature and be sent back to the Museum's postal address: Museum of Photography in Kraków, ul. Rakowicka 22A, 31-510 Kraków, with a note "Inventory Department – Reproductions", or it should be delivered with an electronic signature by email to:
- 6) The Museum provides digital reproductions of those objects to which it has rights that allow access and distribution or which are not subject to copyright, including those in the public domain. Otherwise, the reproduction of objects may be ordered upon presenting the Museum with consent of copyright holders for the use of a work. This does not apply to providing access to reproductions of objects for research and educational purposes, which, however, is only possible in the Museum, at a designated computer workstation.
- 7) The Museum reserves the right to refuse access to digital reproductions of objects, stating its reasons, under Article 10(4) or Article 41(4) of the Act on open data and the reuse of public sector information of 11 August 2021 (Journal of Laws 2021, item 1641 as amended), as well as in other cases defined in applicable laws.
- 8) All digital reproductions of objects provided to the Applicant shall be used only for the purpose stated in the digital reproduction order form. In the case of publication or distribution of digital reproductions, the images of objects should be accompanied with reference notes (citing the author, title and year when the objects were created) placed directly under the images, according to the model provided by the Museum. The correct content of the note shall be indicated by a Museum employee in the order form or in a list of objects attached thereto, and in the concluded contract. Whenever the digital reproduction of an object is provided, the object's authorship, if known, should

be cited. Failure to do so shall be copyright infringement.

- 9) Digital reproductions of objects should also be accompanied by information that they come from the collection of the Museum of Photography in Kraków.
- 10) Digital reproductions of objects as digital files are recorded based on the list provided in the order form onto a storage medium supplied by the Applicant or by means of Internet transfer. The Applicant can receive the storage medium with the recorded digital reproductions of objects by registered post or collect it in person at the Museum's registered office.

Section IV

Terms of publishing reproductions of objects by press and media

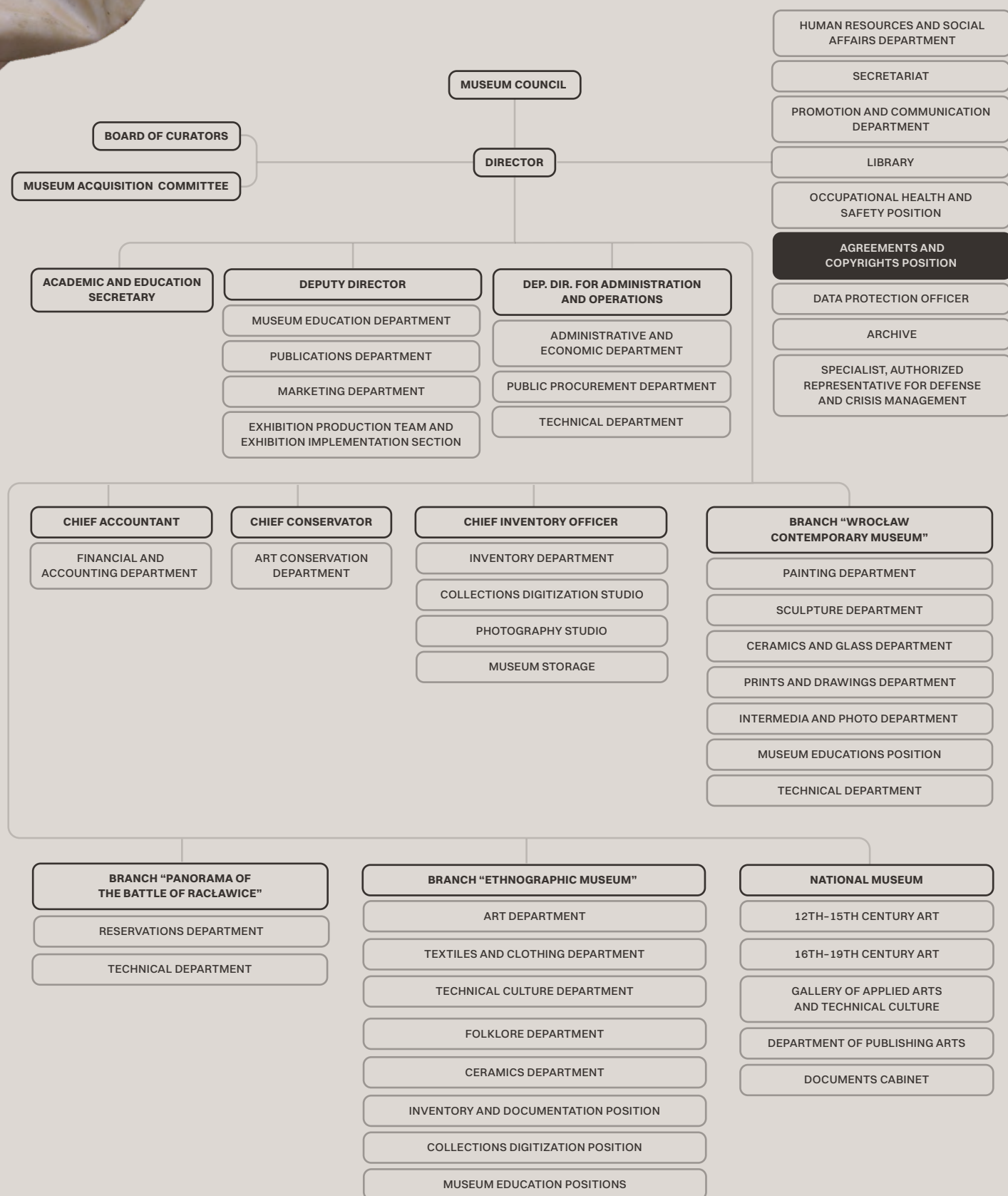
- 1) Digital reproductions of objects in the press kit are provided via the website: <https://mufo.krakow.pl/museum/press> and by the Museum email at:
- 2) All material available under the Press tab is intended exclusively for the media. Its dissemination is permitted only for the purposes of informing the public about the Museum of Photography in Kraków and events organised by the Museum during their duration. When publishing the above-mentioned reproductions, they shall be accompanied by notes (citing the author, title and year when the objects were created) according to the model provided by the Museum, the content of which must not be altered. Failure to comply with this obligation shall be copyright infringement.
- 3) Digital reproductions of objects should also be accompanied by information that they come from the collection of the Museum of Photography in Kraków.
- 4) Digital reproductions of objects are provided to the media by the authorised employee of the Communications Department: PR and communications specialist.

Appendices:

- 1) Collection research request form
- 2) Digital reproduction order form
- 3) Contract for provision of digital reproductions of objects
- 4) Pricing of collection research and digital reproduction

SOURCE: MUSEUM OF PHOTOGRAPHY IN KRAKÓW

A diagram of the museum structure with a separate post dedicated to agreements and copyrights



SOURCE: THE NATIONAL MUSEUM IN WROCLAW

Copyright Committee Regulations

COPYRIGHT COMMITTEE REGULATIONS

- 1) The Copyright Committee comprises three members appointed by the Director of the National Museum in Szczecin.
- 2) Each year, in January, the Committee shall replace one member with the longest tenure.
- 3) The Committee shall appoint its members from among the professional staff of the National Museum in Szczecin.
- 4) The Committee meets four times a year, each time after the end of the reporting quarter (by the twentieth day of the following month).
- 5) The Committee's main purpose is to verify employees' statements about the percentage share in the overall working time - works considered creative under the Act on Copyright and Related Rights (Journal of Laws of 2000, no. 80, item 904, as amended), in regard to which it is justified to apply the above tax-deductible costs under the Act on Personal Income Tax (Journal of Laws of 2000, no. 17, item 176, as amended).

To this end, the Committee:

- by the fifteenth calendar day of the subsequent quarter, shall collect declarations which supervisors will evaluate (important: supervisors will verify these declarations in regard to their compliance with the tasks that the subordinate employees actually performed; the template is attached to these Regulations) of employees working in posts in accordance with regulation no. 25/04 of the Director of the National Museum in Szczecin,
 - in the event of non-compliance with the post, verifies in detail the validity of the application and agrees with the Director of the National Museum in Szczecin on a further course of proceedings. At the same time, the Committee informs the employee of its objections;
 - in other instances, it assesses the works performed against the requirements defined in the Act on Copyright and Related Rights (Journal of Laws of 1994, no. 24, item 83).
 - drafts a report with a list of employees and the percentage share of creative work in their basic salary, which the Committee then submits for the approval of the Director of the National Museum in Szczecin and then to the Accounting Department to calculate the correct advance payment toward income tax,
 - informs individuals who failed to submit a declaration about the results of the verification it conducted
- 6) Any contentious matters related to the activity of the Committee, the assessment, and the qualification of the employees' work should be submitted in written form directly to the Director of the National Museum in Szczecin.

IMPORTANT: failure to submit a declaration will be interpreted as an indication that the employee did not engage in creative work during the last quarter. Consequently, the higher rate of tax-deductible costs cannot be applied to their remuneration.

Annex: DECLARATION ON THE PERFORMANCE OF CREATIVE WORK
For the PERIOD FROM TO

ITEM	SUBJECT	% OF WORKING TIME	EMPLOYEE SIGNATURE	SUPERIOR'S OPINION AND SIGNATURE	DECISION OF THE COPYRIGHT COMMITTEE	REMARKS
					Approved / not approved	
					Approved / not approved	

Signatures of the Committee members

.....

SOURCE: THE NATIONAL MUSEUM IN SZCZECIN

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