

**TERMS AND CONDITIONS OF THE RESIDENCY PROGRAMME
OF THE HOUSE OF LITERATURE IN GDAŃSK
“WRITING IN GDAŃSK –
MARIA JANION RESIDENCY”**

Terms and definitions

Organiser or House of Literature: The Gdańsk House of Literature – a cultural institution located at 35 Długa Street (postcode: 80-827 Gdańsk, Poland), entered in the Register of Cultural Institutions kept by the Gdańsk City Municipality at number: 13/25, REGON number: 542102554, NIP number: 5833541685, supported by the City of Gdańsk.

Committee: two representatives of the Gdańsk House of Literature and one representative of the City Culture Institute.

Applicant: a person involved in research centred around the life and work of Maria Janion or an artistic practice – especially one centred on literature or literature and other arts – that makes direct references to her, who submits an application as part of the Recruitment.

Terms and Conditions: these Terms and Conditions of the Residency Programme of the Gdańsk House of Literature “Writing in Gdańsk – Maria Janion Residency”.

Resident: a person involved in research centred around the life and work of Maria Janion or an artistic practice – especially one centred on literature or literature and other arts – that makes direct references to her, who has been accepted for a creative stay as part of the Residency Programme.

Literary Residency or Residency: a creative stay in Gdańsk of the duration of 2-3 weeks, whose outcome will be the work prepared as part of the Programme as indicated in the plan presented in the Recruitment process.

Literary Residency Location: Gdańsk.

Programme: the Residency Programme of the House of Literature in Gdańsk entitled “Writing in Gdańsk – Maria Janion Residency”.

Recruitment: an open call for the Residency Programme “Writing in Gdańsk – Maria Janion Residency”.

1. The **“Writing in Gdańsk – Maria Janion Residency”** (hereinafter: **“Residency”**) is one of the components of the residency programme organised by the **Gdańsk House of Literature** – a local government cultural institution.
2. The project is financed by a core grant funded by the City of Gdańsk.

§ 2

Residency’s Objective

1. The Residency’s objective is to encourage next generations of researchers and artists to work on scientific, critical and artistic texts and related forms, that refer to the legacy of prof. Maria Janion – especially in connection to her influence on Gdańsk’s literary field – by offering free-of-charge accommodation, comfortable working conditions and financial support to enable the implementation of the working plan presented at the Recruitment and consulted with the Organiser.
2. The Residency’s expected outcome will be a scientific, critical or artistic essay, whose form and volume will correspond with the conception presented by the Applicant in the Recruitment process.
3. The Residency is dedicated to authors whose scientific or artistic work refers to life and work of prof. Maria Janion.
4. The Applicant who submitted an application in the Recruitment, got qualified for the Literary Residency and signed a contract with the Organiser receives the Resident status.
5. The Recruitment for the Programme will be open for the period specified in the next sections of these Terms and Conditions.

§ 3

Eligible Applicants

1. Participation in the Residency is open to natural persons of full legal capacity, engaged in the research or artistic activity inspired by the life and work of prof. Maria Janion, and living in Poland or abroad, who:
 - a. published a scientific monograph or at least two articles in scientific journals or reviewed proceedings from an international scientific conference that were dedicated to or referred to the life and work of prof. Maria Janion;
or
presented an interdisciplinary project or published at least one literary work or two articles in literary magazines of national or international scope, that were dedicated to or referred to the life and work of prof. Maria Janion;
 - b. have good command of Polish or English;

and

 - c. hold citizenship of an EU country, EEA country or Switzerland;

or

 - d. hold citizenship of another country **and (both conditions have to be fulfilled):**

- i. hold a valid residence permit, and their stay in Poland is lawful on the date of application and will remain so for the duration of the Residency;
 - ii. at the time of application and during the Residency, the person must hold a work permit or other legal authorisation entitling them to enter into a contract with the Organiser.
- 2. The Residency is dedicated to researchers and authors whose works reference to the legacy of prof. Maria Janion.
- 3. Applicants must not be married or remain in partnership with the Organiser's management staff and must not be related by consanguinity or by affinity in a direct line, employed by or remain in a relationship of mandate with the Organiser's management staff.

§ 4

Recruitment deadlines and rules

- 1. To implement the Literary Residency, the Committee will carry out the Recruitment on the terms defined below.
- 2. The Recruitment for the Literary Residency shall be announced by the Organiser once per year, no later than one month before the expected commencement date of the Residency.
- 3. In the Recruitment process, the Organiser will select 1 person who will be invited to participate in the Residency in a given year.
- 4. The Organiser announces the Recruitment on the website: www.literaryresidenciespoland.pl.
- 5. The deadline for the submission of the applications in the Recruitment process will be specified in the announcement about the launch of the Recruitment, and, in any case, it will be no shorter than 3 weeks from the announcement date of the Recruitment.
- 6. The Recruitment application form is available as **Annex 1** to these Terms and Conditions. Additionally, the Organiser publishes a digital version of the application form on the Recruitment's website.
- 7. Applicants are required to complete the application in Polish or English. The application should include the following documents, **gathered in one file in .pdf format**, in Polish or English:
 - a) the Applicant's personal data: full name, e-mail address, mobile phone number, nationality, and information about the command of languages at communicative level;
 - b) a résumé outlining previous scientific and artistic achievements, including a list of published works, and the information about the artistic residencies or scientific projects completed to date as well as the regular collaboration with literary magazines of national or international scope (up to 2,000 characters with spaces);
 - c) a covering letter (up to 2,000 characters with spaces);
 - d) a description of the text or an interdisciplinary work, on which the Applicant plans to focus during the Residency, along with a detailed work plan (up to 3,000 characters with spaces);
 - e) fragment of a scientific or literary work or a presentation showcasing a chosen artistic project (up to 5,000 characters with spaces for the former or 4 slides for the latter), in Polish or English;
 - f) a confirmation of good command of Polish or English;
 - g) a confirmation of having read and accepted these Terms and Conditions;
 - h) consent to personal data processing for the Recruitment.

8. The application must be sent only by email to rezydencje@miastoliteratury.com, through the completion of the application referred to in § 4(6) hereof, along with the documents mentioned in § 4(7), gathered in **one document in .pdf format**.
9. The application must be submitted by the deadline set out in the Recruitment. Applications delivered to the Organiser past the deadline indicated in the Recruitment announcement will be rejected, and their contents will not be reviewed. When determining whether the application was submitted on time, the date of its reception is decisive.
10. In the given Recruitment process the Applicant may submit no more than one application.
11. In the event of formal deficiencies in the application, the Organiser may request the Applicant, by email, to rectify these deficiencies within 3 working days.
12. Any questions regarding the Literary Residency programme can be sent during the Recruitment period to: rezydencje@miastoliteratury.com.
13. The Applicants confirm the acceptance of the Terms and Conditions and their consent to the processing of their personal data in accordance with these Terms and Conditions by ticking the relevant confirmation box ("box") in the application form.
14. The Organiser reserves the right to announce the date of supplementary recruitments.

§ 5

Work of the Committee, review of the applications

1. The submitted applications will be reviewed by a Committee composed of: two representatives of the House of Literature in Gdańsk and one representative of the City Culture Institute.
2. The Committee is appointed by way of an order by the Director of the House of Literature in Gdańsk, who also appoints the Committee members: the Chairperson of the Committee and the Secretary of the Committee. The composition of the Committee is not public until the day the results are announced.
3. The Committee proceedings are confidential, with minutes drawn up.
4. The applications first undergo formal reviews done by the Secretary of the Committee. The results of the formal review are recorded on the formal review sheet, the form of which is included as **Annex 2** to the Terms and Conditions.
5. The criteria for the formal review are specified in the formal review sheet template.
6. If the application has any formal shortcomings that **can be remedied**, the Secretary of the Committee may request the Applicant to supplement the application in accordance with the procedure indicated in § 4(11).
7. If the application fails to meet any of the formal requirements indicated in the formal review sheet (including after the formal shortcomings are remedied), the application receives a negative review, and it is rejected. A decision of the Secretary of the Committee to reject an application will be recorded on the formal review sheet.
8. The Committee reviews the content of those applications that met formal requirements, and in doing so it takes into account:
 - a) the Applicant's previous experience;
 - b) the Applicant's motivation;

- c) the quality of the fragment included in the application, including its artistic merit and significance for promoting or developing the key themes of the work of Maria Janion, also outside of the academic context;
 - d) description of the concept and the process for the creation of the work, which the Applicant will be developing during the Residency and its compliance with the Residency objectives described in § 2 of these Terms and Conditions;
- 9. When reviewing the applications, the Committee will adhere to the principles of impartiality and objectivity.
- 10. A Committee member shall recuse themselves from reviewing the application if they are related to the Applicant by consanguinity, affinity or otherwise (including a personal or professional relationship), in a way that prevents them from impartial and objective review.
- 11. The merit review is done by at least 2 (*two*) Committee members.
- 12. The results of the merit review are recorded by the members of the Committee on the merit review sheet, a template of which is set out in **Annex 3** to the Terms and Conditions, and signed by the members of the Committee carrying out the merit review.
- 13. If more applications receive the same score, the final decision on the selection of the application is made by the Chairman of the Committee.
- 14. In selecting the Residents, the Committee will also take into account the principles of equality and diversity in terms of gender, language, and origin.
- 15. In addition to selecting one Resident, the Committee will also select two Applicants who will be put on the waiting list and invited to partake in the Residency in case one of the Residents is unable to join the Residency.
- 16. The results of the selection process will be announced no later than 7 days after the date on which the Committee's deliberations conclude. Recruitment results will be published on www.literaryresidenciespoland.pl, as well as on the Organiser's website and social media.
- 17. While announcing the results of the Recruitment, the Organiser will disclose the composition of the Committee.
- 18. The Committee's decision is final, and it cannot be challenged.

§ 6

Rules of the Literary Residency and the obligations of Residents

- 1. The duration of the Literary Residency in Gdańsk is 2-3 weeks (with a possibility of dividing the Literary Residency into two stays of 2 weeks). The exact time and duration of the Residency is agreed on with the Residents and will be defined in the contracts signed with the Residents on a case-by-case basis.
- 2. The precondition for starting the Residency is signing a contract between the Applicant and Organiser.
- 3. International Residents are required to check and comply with the laws in the Republic of Poland, especially the laws on crossing the border of the Republic of Poland and on the legal stay in the Republic of Poland.
- 4. The Organiser will sign a contract with a Resident selected in the Recruitment process only if the Resident is legally staying in the Republic of Poland on the date of the contract and for the duration of the Residency.

5. The Resident undertakes to obtain any visas and permits that may be necessary to travel and lawfully enter and stay in the Republic of Poland. At the Resident's request, the Organiser will provide any documents at their disposal that may be necessary for the Resident to obtain a visa or other relevant permits/documents; nevertheless, the Organiser is not responsible for any administrative steps or for representing the Resident before public authorities in any residency issues.
6. The Resident shall procure, on their own and at their own expense, an accident and third-party liability insurance valid for the duration of the travel as well as in the country of the stay and for the duration of the Residency.
7. If it is impossible to carry out the Residence on the date agreed by the Parties for reasons beyond the control of the Resident and the Organiser (e.g. restrictions due to a declared state of emergency or epidemic), a new date for the Residence shall be defined in an agreement between the Parties.
8. As part of the organisation of the Residency, the Organiser undertakes to:
 - a) pay the fee in an amount depending also on the duration of the Resident's stay, based on the rate **PLN 1,100 (gross amount) per each week of the Literary Residency** (the amount of remuneration includes any taxes due, including income tax withholdings or VAT, as well as social security/health insurance contributions, if required). The Resident shall use the fee to cover their own costs of living (e.g. transportation of additional pieces of luggage, local transportation, food). The fee payment rules will be set out in the contract between the Resident and the Organiser;
 - b) to cover the costs of travel of the Resident, from their place of residence to Gdańsk and back, along with the luggage (up to 30 kg), to the amount not exceeding **PLN 1,000 gross**;
 - c) provide the Resident with accommodation in Gdańsk, in a single room in the Organiser's studio at 68/69 Świętojańska Street; however, the Organiser stipulates that the apartment is not adapted to the needs of a person with motor disabilities, so if a person with a certified disability is selected for the Residency, the Organiser undertakes to provide alternative accommodation for that person;
 - d) provide substantive, organisational and promotional support for the Residency.
9. The Resident shall be responsible for procuring the materials necessary to implement the concept and for paying the travel costs. As part of concept implementation, Residents are required to submit a fragment of their work to the Organizer within two weeks after the conclusion of the Residency.
10. Additionally, within 14 days after the end of the Residency, the Residents are required to submit a Residency report with information on how the Residency unfolded, including any observations that could improve the offer and conditions of the future editions of the Residency.
11. The Residents undertake that any performance of the works created in whole or in part during the Residency will have a footer with the following text: "The work was created with the support of the Literary Residency Programme of the City of Gdańsk".
12. The Resident's detailed obligations with regard to the execution of the Literary Residency are set out in the contract concluded with the Resident.

§ 7

Processing of personal data

Pursuant to Article 13(1) and Article 13(2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation; hereinafter "**GDPR**"), please be informed that:

1. **the Gdańsk House of Literature - a local government cultural institution of the Municipality of Gdańsk** with its seat in Gdańsk at ul. Długa 35, 80-827 Gdańsk, entered in the Register of Cultural Institutions kept by the Gdańsk City Municipality at number 13/25, NIP number: 5833541685, is the controller of the Applicant's personal data.
2. Applicants can contact the data controller either traditionally (at the address specified in § 7(1) hereof)) or by e-mail sent to: iodo@miastoliteratury.com
3. The Applicant's data, i.e. the data provided in the Recruitment application, will be processed by the Gdańsk House of Literature based on explicit consent pursuant to Article 6(1)(a) RODO in order to carry out the Recruitment and select Residents. In addition, the Controller will process the Applicant's personal data for the purpose of:
 - a. generally applicable legal provisions – processing is necessary to fulfil the legal obligation to retain accounting records (Article 74 of the Accounting Act), as well as legal obligations arising from generally applicable provisions, including tax regulations (Article 6(1)(c) of the GDPR); asserting and defending claims – the processing is necessary for the legitimate interests of the controller regarding the protection of the data Controller's interests (Article 6(1)(f) of the GDPR);
 - b. asserting claims and defending against claims – processing is necessary for the purposes of the data controller's legitimate interests in protecting the interests of the data controller (Article 6(1)(f) of the GDPR).
4. In accordance with the GDPR, we may transfer your data to entities that process it on behalf of the House of Literature, known as data recipients. These may include entities providing advisory services (e.g. accountancy and legal services), those involved in the performance of contracts (including postal and courier service providers), and entities providing IT support and making IT tools and access to the Controller's databases available to the Controller. Your data may also be lawfully disclosed to authorities entitled to request such disclosure under generally applicable legislation, e.g. courts or law enforcement agencies.
5. We will not transfer your data outside the European Economic Area (EU countries, Iceland, Norway and Liechtenstein).
6. The Applicant has the right to withdraw their consent at any time. Withdrawal of consent does not affect the lawfulness of any processing done based on the consent before its withdrawal.
7. Your personal data will be processed for the period necessary for the proper performance of the contract, the fulfilment of the Data Controller's reporting obligations, as well as for the duration of any claims by the Data Controller (DLG) relating to the contract, and subsequently stored in the company's archives for the period necessary to fulfil the Data Controller's obligations regarding the retention of accounting records and the archiving of files in public bodies.
8. In addition, under the GDPR, the Applicant has the right to:
 - a. access and receive a copy of their data;
 - b. rectification (amendment) of their data;
 - c. to withdraw consent at any time, without this affecting the lawfulness of any processing carried out on the basis of consent prior to its withdrawal;
 - d. request the erasure, restriction of processing or to object to the processing;
 - e. data portability;
 - f. lodge a complaint with the supervisory authority, the President of the Data Protection Office.

9. Please be advised that we do not make automated decisions and that the Applicant's data are not subject to profiling.
10. Giving the personal data is indispensable for concluding the contract with the Gdańsk House of Literature.

§ 8

Central Register of Contracts

1. Pursuant to Article 34a of the Act of 27 August 2009 on Public Finance, civil law contracts that have been concluded must be published in the Central Register of Contracts.
2. The administrator of the personal data disclosed in connection with the conclusion and performance of the contract and its publication in the Register is the Gdańsk House of Literature.
3. With regard to personal data processed for the purpose of ensuring the operation of the Central Register of Contracts' ICT system, the Minister of Finance and Economy, at 12 Świętokrzyska Street, 00-916 Warsaw. The information notice regarding the processing of personal data by the Ministry of Finance and Economy can be found at: <https://jsfp.rejestrumow.gov.pl/klauzula-informacyjna-ministra-finansow>.
4. The Register contains information about the contract, especially: the contractor's name and surname, the range of the contract, its value, date of signing and validity period.
5. The Register has a public character, which means that the data is publicly available.
6. The data will be processed through the period resulting from legislation, in particular the Public Finance Act and the regulations on the archiving of documents.
7. The data subject is entitled to the rights set out in the GDPR, subject to any restrictions arising from the law, in particular with regard to the right to erasure, in connection with the obligation to publish information in the Register.

§ 9

Final Provisions

1. The Organiser reserves the right to decide on matters that are disputed or not covered by these Terms and Conditions.
2. The Organiser reserves the right to amend these Terms and Conditions at any time. Should the Organiser amend these Terms and Conditions, the amended Terms and Conditions shall come into force upon their publication on the website www.literaryresidenciespoland.pl. Furthermore, notification of any amendment to these Terms and Conditions will be sent to Applicants who submitted applications to the Programme prior to the date of the amendment.
3. In the event of any changes to the Programme's rules or the provisions of the Terms and Conditions, Applicants shall not be entitled to make any claims or complaints to the Organiser.
4. The Organiser reserves the right to cancel the Recruitment Process conducted in accordance with these Terms and Conditions at any time, but no later than the date on which contracts are concluded with the Residents.
5. Should a Resident wish to withdraw from the Literary Residency, this may be done in accordance with the terms set out in the agreement concluded between the Residents and the Organiser, no later than 14 days before the start of the Literary Residency, by the date specified in the agreement. In the event referred to in the preceding sentence, the Organiser reserves the right to claim reimbursement of documented costs incurred in connection with the organisation of the planned Residency, to the extent

that it proves impossible to recover these costs from the suppliers of goods or services necessary for the implementation of the Residency.

6. In the event of a change of email address, the Applicant is obliged to notify the Organiser immediately. If no such notification is provided, deliveries made to the address specified in the Application shall be deemed to have been effected.

7. In matters not covered by these Terms and Conditions, the provisions of Polish law shall apply, including the Civil Code and the Act on Copyright and Related Rights.

8. The Terms and Conditions enter in rigour on the day of their announcement.

9. The following annexes are an integral part of the Terms and Conditions:

- a. annexe 1 – Application Form
- b. annexe 2 – Formal Evaluation Card
- c. annexe 3 – Merit Evaluation Card

10. All inquiries related to the Literary Residency and these Terms and Conditions should be directed exclusively to the address: rezydencje@miastoliteratury.com.

11. These Terms and Conditions were prepared in Polish and English version. In case of any discrepancies between them, the Polish version is conclusive.