**General Terms and Conditions**

**for Film-Makers filming in the KL Plaszow Memorial Museum**

I. Filming in the KL Plaszow Memorial Museum is only permitted for documentaries and news programmes, upon satisfying the terms and conditions specified below.

1. The content of the filmed material must not in any way tarnish the good name of the KL PLASZOW victims and former prisoners, their families, or the KL PLASZOW MEMORIAL MUSEUM itself.
2. The KL Plaszow Memorial Museum must be notified in advance of any plans involving filming at the Memorial Museum site, via email sent to info@plaszow.org.
3. A request for permission to film at the Memorial Museum site must be accompanied by the script (or a part thereof) to be filmed at the Memorial Museum site. When the Museum’s decision is positive, an agreement shall be executed serving as a basis for commencing the filming/recording work. The agreement may be executed in written, electronic, or document form. In the case of the document form, a scan of the signed agreement shall be sent to the Museum’s address provided in sec. 2.
4. The fee per started filming day in the gross amount of PLN 1000.00 shall be payable to the Memorial Museum’s bank account. The fee shall be payable prior to the commencement of filming/recording. When the filming or recording time is extended, the final settlement between the parties shall take place after final completion of the work.
5. Upon application filed along with the request referred to in sec. 2, the Memorial Museum may grant fee exemption or discount, or grant consent to filming for purposes other than a documentary or news programme. The Memorial Museum shall communicate its decision in this respect in the reply message. Refusal to grant exemption or discount or to permit filming for purposes other than a documentary or news programme shall not give any right to claim compensation or damages.
6. Producers shall include in the film credits the information that the material has been filmed in at the Memorial Museum site.
7. The Memorial Museum shall be entitled to receive one gratuitous copy of the completed film, along with the right to use the same for its statutory purposes. Along with a copy of the film, the Memorial Museum shall be granted by the Producer free, non-exclusive, irrevocable license to use the film or parts thereof filmed at the Memorial Museum site for its statutory and marketing purposes. To that effect, the Producer hereby grants to the Memorial Museum the right to use the film or any part thereof without any geographical restrictions, in the fields of use specified in art. 50 of the Copyrights and Related Rights, and specifically to:

- record and multiply the film or any part of it - producing copies of the film or any part of it by using any technique, including printing, reprography, magnetic recording and digital technology;

- distribute the film or any part of it - public performance, exhibition, screen showing, reproduction and broadcasting and transmitting, as well making the work publicly available in a manner enabling any person to access the same at the time and place of their choice, including on the Internet, Memorial Museum’s website, social media and YouTube channel;

- incorporate the film or any part of it in another work, along with the right to necessary technical modifications of the film or any part of it, and subsequent use of a the resultant work along with all copyrights vested in the Memorial Museum.

The license referred to above shall be granted for a fixed period of five years. Upon expiration of such initial period the license shall become free license granted for unspecified period, which the Memorial Museum may terminate, subject to a one-year notice period, with effect at the end of the calendar year. The Producer’s right to license termination is hereby waived and the Producer shall not exercise their right to terminate the license. Should the Producer breach the above provisions, the notice period for license termination shall be five years, with effect at the end of the calendar year.

1. The Producer shall be liable for any damage caused during filming, resulting from the activities of the film crew or third parties engaged by the Producer.

II. The KL Plaszow Memorial Museum occupies the area of the former “Plaszow” Nazi concentration camp. The site is listed and has the status of a war cemetery - it includes two Jewish cemeteries and three mass graves. The KL Plaszow Memorial Museum is the official caretaker of the site.

1. The KL Plaszow Memorial Museum is an open-access, unguarded, soft-landscaped area. It is visited by tourists and Krakow residents as well as animals. The Museum is not liable for any inconvenience while making a film or TV programme, consequent upon this fact.
2. The area of the former concentration camp is a historic site, with varied topography and accessibility. Hence, prior to filming or photographing a reconnaissance visit or guided tour is recommended.
3. Walkers are recommended to move only along marked routes and roads, and in the area of the former roll-call square, particularly in adverse weather conditions.
4. Special attention should be paid on steep climbs, escarpments, and precipices.
5. Utilities (water, electricity, etc.) are not available in the Memorial Museum area.

III. In the Memorial Museum site it is strictly forbidden to:

1. Access the site by vehicles over 3.5 tonnes;
2. Set up any equipment, installations, permanently fixed object, or anything that may affect or impact the surroundings, including sound amplification equipment or any other equipment generating noise, power generators, intensive lighting, etc.;
3. Interfere in any way with the ground, including digging, removing layers of soil, or fixing poles, stands ,or jibs that need to be anchored at a depth exceeding 20 cm;
4. Take anything from the site (historic objects, plants, stones, etc.);
5. Damage the greenery, including trimming or otherwise modifying the vegetation, banding, breaking, picking up flowers or fruit, etc.;
6. Scare wild animals;
7. Enter drifts and other former quarry sites and caves that can be found in the former camp area;
8. Make additional signs, writings, or orientation marks in the historic site;
9. Set up stage elements.