

# COMPETITION RULES FOR THE STEFAN KURYŁOWICZ FOUNDATION'S PRACTICE 2020 FELLOWSHIP PROGRAMME

## § 1. General Provisions

- These rules (hereinafter the Rules) have been adopted by the Stefan Kuryłowicz Foundation and define the goal, subject, procedure and the terms and conditions of participation and award of a fellowship in the sixth edition of the competition (hereinafter the Competition) to select the winner of the Practice fellowship programme (hereinafter the Fellowship).
- 2. The organiser of the Competition and the Fellowship is the Stefan Kuryłowicz Foundation, with its registered office in Warsaw (03-908 Warsaw), ul. Berezyńska 25, which is listed in the register of associations, other community and professional organisations, foundations and independent public healthcare establishments, and also in the commercial register of the National Court Register maintained by the Warsaw District Court, 12th Commercial Division of the National Court Register, No. KRS 0000420582 (hereinafter the Foundation).
- 3. The Competition is governed by the laws of Poland.
- 4. The Competition is conducted in Polish and in English. Documents submitted for the Competition should be written in Polish or in English.

#### § 2. Means of Communicating with Participants

- 1. The Rules and all information provided by the Foundation related to the Competition are available on the Foundation's website, www.fundacja-sk.pl.
- 2. Correspondence with Participants is conducted in Polish or in English.
- 3. Subject to the other provisions of the Rules, all correspondence related to the Competition (including, in particular, requests, questions, information, notifications) shall be conducted by e-mail.
- 4. Upon the request of the sender, the recipient of electronic correspondence shall immediately confirm its receipt.
- 5. All electronic correspondence related to the Competition should be sent to the e-mail address praktyka@fundacja-sk.pl. No electronic correspondence related to the Competition that is sent to a different e-mail address shall be considered by the Foundation.
- 6. The Foundation is not obliged to respond to each item of correspondence received, particularly if, in the Foundation's opinion, the correspondence is not directly related to the Competition, or is unimportant.
- 7. Questions should be put to the Foundation by the deadline specified in the Competition Schedule. The Foundation shall not respond to questions submitted after the deadline.
- 8. The Foundation shall recognise the date of submission of electronic correspondence as the date and time when the message was registered on the Foundation's incoming mail server at the e-mail address specified in par. 5 above.

- **9.** The Foundation shall publish the answers to significant questions, along with the text of those questions, but without disclosing the source, on the Foundation's website.
- 10. The Foundation assumes no liability for any irregularities that are not the result of its direct action, in particular disruptions in network communications, transmitted content, individual settings of devices and their configuration, or the settings of operators of networks through which correspondence is sent.
- 11. The Foundation is not liable for irregularities arising from a Participant's provision of incorrect personal details during registration, in particular an incorrect address.

## § 3. Purpose and Subject of the Competition

- 1. The purpose of the Competition is to support the work of young architects, in accordance with the Foundation's statutory objectives.
- 2. The subject of the Competition is the selection of the best original idea for improving the public space of any city or town in Poland, freely chosen, and to provide to the Competition winner the opportunity to develop the chosen idea into a coherent concept.

## § 4. Structure of the Competition

- 1. The Competition is international and open.
- 2. The Competition is anonymous in the first stage and public in the second.
- 3. The competition shall be held in two stages:
  - 1) Stage I:

During Stage I, the Competition's participants submit their ideas in the form of Stage I competition entries, which meet the requirements of the Rules (hereinafter **Stage I competition entries**). The Jury shall select up to three final projects from the submitted Stage I competition entries which shall qualify for Stage II, and whose creators shall become the Competition finalists and shall receive a two-month fellowship (hereinafter the **Stage I Fellowship**).

2) Stage II:

During Stage II the Competition's finalists, after two months of independently developing their submitted Stage I competition entries, shall submit Stage II competition entries (hereinafter **architectural concepts**). From the submitted architectural concepts, the jury shall select one winning work, whose creator (or creators) shall be the winner(s) of the Competition, and, after signing a fellowship agreement with the Foundation, shall receive a five-month fellowship (hereinafter the **Stage II Fellowship**) to enable further work on the winning design, to which as an aid and within the framework of the fellowship agreement shall apply the *Standards for practice and extent of service*, as adopted by the National Chamber of Architects by resolution No. 0-01-2006, dated 13 January 2006 (hereinafter the **Project**).

# § 5. Schedule

- 1. The Foundation has adopted the following preliminary schedule for the Competition:
  - 1) earlier announcement of the Competition: 15 October 2020
  - 2) official announcement of the Competition and start of registration of participants: 16 November 2020
  - 3) submission of Stage I Competition entries: 16 November 2020 17 January 2021
  - 4) submission of questions: 16 November 2020 12 December 2020
  - 5) publication of the FAQ: 18 December 2020
  - 6) evaluation of Stage I Competition entries: 18 January 2021 21 January 2021
  - 7) announcement of the results of Stage I 21 January 2021
  - 8) deadline for submission of Stage II Competition materials: 21 March 2021
  - 9) public presentation of the finalists' projects to the jury and selection of the Fellowship winners:
    26 March 2021
  - 10) conclusion of agreement: by 10 April 2021
  - 11) period of the fellowship agreement: 10 April 2021 30 September 2021
  - 12) sending the final project: by 30 September 2021

- 13) the first public presentation of the full Project on the Foundation's website: 15 October 2021
- 2. The schedule is subject to change at any time by a unilateral decision of the Foundation. A change in the schedule does not constitute a change in the Rules.

#### § 6. The Competition Jury

- 1. The jury comprises up to seven members appointed by the Foundation's Council.
- 2. The Jury is assisted by a Competition Secretary, selected by the Foundation's Council. The Competition Secretary is responsible for verifying the compliance of the submitted competition materials with the requirements specified in the Rules, and participates in meetings of the Jury, but without the right to vote during the evaluation of competition materials.
- 3. Employees or associates of the Foundation may be appointed to the Jury, as well as other persons, including external experts.
- 4. The membership of the Jury shall be announced on the Foundation's website.
- **5.** The membership of the Jury may be changed by a decision of the Foundation's Council at any time. The Foundation shall announce any change on its website.
- 6. A change in the Jury's composition does not constitute an amendment to the Rules.
- 7. The Jury's members are bound to maintain the confidentiality of information obtained in the course of the Jury's work.
- **8.** The Jury is responsible for the proper conduct of the Competition and for compliance with the provisions of these Rules.
- 9. The tasks of the Jury include, in particular:
  - 1) evaluating the submitted Stage I competition entries and selecting up to three entries that shall qualify for Stage II of the Competition;
  - 2) preparing a report on the choice of entries that have qualified for Stage II and the grounds for this;
  - 3) evaluating the architectural concepts in Stage II of the Competition and selecting the best one;
  - 4) preparing a report on the choice of the winning architectural concept and the grounds for the decision;
  - 5) holding up to three consultations with the winner of the Competition during the Stage II Fellowship.
- 10. The Competition Jury's decisions are taken by a simple majority of votes, and in the event of a draw, the chairman of the Competition Jury shall have the deciding vote.
- 11. The Competition Jury shall select the method, procedures and evaluation of the Stage 1 competition entries and the architectural concepts on the basis of the criteria described in these Rules.

#### § 7. Conditions of Participation in the Competition

- 1. The Competition is open to:
  - individual participants, i.e. natural persons with full capacity to perform legal acts (whether registered as sole proprietors or not), up to 40 years of age, who are graduates of first-level degree studies in architecture at any institution of higher education in the Republic of Poland or abroad,
  - 2) teams of two or three natural persons with full capacity to perform legal acts (whether registered as sole proprietors or not), up to 40 years of age, who are graduates of first-level degree studies at any institution of higher education in the Republic of Poland or abroad, of which at least one should be a graduate of architecture studies

referred to in these Rules as Participants.

- 2. The provisions of the Rules concerning an individual Participant apply as appropriate to a team Participant. For the purposes of the Competition, one Participant is deemed all team members together. Team members are jointly and severally liable for their obligations.
- 3. A natural person who participates in the Competition as an individual Participant may not simultaneously be a member of a team that is also a Participant in the Competition.
- 4. A natural person may be a member of only one team that is a Participant of the Competition.
- 5. Any Participant may take part in the Competition who:

- 1) registers by the deadline specified in the Rules and receives an individual registration number in the format P\_2020\_0001 at the e-mail address provided by the Participant;
- 2) undertakes that if their entry wins the Competition, they shall sign a fellowship agreement with the Foundation, the essential terms and conditions of which constitute Annex 1 to the Rules, within 14 days of the date of announcement of the Competition results.
- 6. Registrations after the deadline shall not be considered.
- 7. Registration is performed through the completion and submission of the entry form, available on the Foundation's website at: https://fundacja-sk.pl/en/registration-form/.
- 8. During registration, a Participant must submit statements that:
  - 1) They accept the Rules
  - 2) the Participant's Stage I competition entry (and subsequently the possible initial concept) is their own creation and that they hold full authors' rights to that work;
  - 3) the Stage I competition entry has not been made public in any way up to the date of its submission to the Competition;
  - 4) they consent to the processing by the Foundation of the personal data they have provided, for purposes connected with the Competition (organising and conducting the Competition and announcing its results).
- 9. The registration and submission of Stage I competition materials shall constitute the Participant's submission of the declaration described in paragraph 8 above and the acceptance by the Participant of the obligations described in Paragraph 5 point 2 above.
- 10. The Participant may be represented in the Competition by a proxy, on the basis of a power of attorney, which must be granted in writing to be valid, a specimen of which constitutes Annex 2 to the Rules.

#### § 8. The Stage 1 Competition Materials

- 1. The Stage I competition material serves the purpose of identifying a problem of any public space in Poland selected by the Participant, their analysis and proposal for a solution, along with a pathway for arriving at the proposed solution in the convention of architectural storytelling.
- 2. The Stage I Competition materials comprise two files:
  - 1) A text file:
  - a. of at least 1,800 characters, including spaces, and at most 4,000 characters including spaces (min. 1 A4 page, max. 2 A4 pages) in pdf format,
  - b. bearing the registration number and a title, without providing the name of the creator(s), in accordance with the specimen **P\_2020\_0001\_Tytul\_Pracy\_Opis**;
  - 2) A graphics file in any form (e.g. a manifesto, poster, comic, collage etc.):
  - a. of the size 100x70 cm, with a maximum file size of 30 MB and resolution of 11000 x 7800 px 12500 x 8600 px, in .pdf format, 300 dpi,
  - b. bearing the registration number and the title (without providing the name of the creator (s), in accordance with the specimen P\_2020\_0001\_Tytuł\_Pracy.
- 3. Each Participant may submit only one Stage 1 entry.
- 4. Stage 1 competition materials may not be amended once they have been submitted.
- 5. A Participant may withdraw their submitted Stage 1 competition materials before the deadline for registration, as described in the Rules.
- 6. Stage 1 competition materials that fail to fulfil the conditions specified in the Rules, as well as those submitted by Participants who do not fulfil the terms and conditions specified in the Rules, shall not be evaluated and shall be rejected by the Jury.

#### § 9. Stage I of the Competition

- 1. The Stage I competition entries shall be evaluated according to the following criteria:
  - 1) the aptness of the identification of the problem and the quality of the proposed solution;
  - 2) the connection of the idea with the selected area, together with an assessment of the argument;
  - 3) the originality of the idea and its city-creating character

- 4) the potential for its implementation
- 5) the clarity of the message
- 2. In Stage I of the Competition, the Jury selects up to three Stage I competition entries, which qualify for Stage II of the Competition.
- 3. Stage I of the Competition concludes with the announcement of its results on the Foundation's website.
- 4. A Participant whose Stage I competition entry has qualified for Stage II (hereinafter also a **finalist**) shall receive a Stage I Fellowship to develop the idea in the Stage I competition entry and to prepare an architectural concept.
- 5. The Stage I Fellowship lasts two months and amounts to PLN 6,000 net.
- 6. The Stage I Fellowship shall be paid to the finalist, on the basis of the Rules and the report of the Jury prepared on the selection of the Stage I competition entries, in the form of a wire transfer to the finalist's bank account, as specified by the finalist, by 31 January 2021.

## § 10. The Stage II Competition Materials

- 1. The Stage II competition materials comprise:
  - 1) An architectural design concept constituting a development of the idea submitted in Stage I of the Competition, sent in the form of four boards of 100x70 cm, with a maximum file size of 30 MB each and resolution of 11000 x 7800 px 12500 x 8600 px, in JPG format, 300 dpi, RGB profile, containing:
    - a) a land development plan;
    - b) The essential elements characterising the project (projections, cross-sections, facades, axonometry, visualizations, details etc.) allowing an understanding of the proposed solution, presented in a legible scale, as decided by the participant;
    - c) Showing the proposed intervention in two aspects:
      - i. Spatial;
      - ii. Social (the user's perspective and the city-creating nature of the solution);
    - d) information necessary to understand the selected technological and material solutions.
  - 2) A preliminary schedule for the work planned during the period of the fellowship
  - 3) A multimedia presentation of the initial concept in \*.ppt or \*.pdf format, lasting a maximum of 15 minutes, presenting the project and explaining the proposed solution's influence on improving quality in two dimensions:
    - i. Spatial
    - ii. Social
- 2. The participant may present additional materials concerning the project and all actions aimed at engaging the local community (e.g. a film, mock-up, animation, website for an event related to the project, results of a survey, proposals for potential sponsors).

# § 11. Stage II of the Competition

- 1. In Stage II of the Competition, finalists are required to work on the architectural concept that develops the idea submitted in Stage I of the Competition.
- 2. Finalists must submit their Stage II competition materials to the Jury by e-mail, by the deadline specified in the Schedule of the Competition.
- 3. Stage II competition materials submitted after the deadline shall not be considered.
- 4. Finalists must present themselves at the headquarters of the Foundation, on the date specified in the Schedule of the Competition, to present their competition entry to the Jury in person, using the presentation that is a part of the Stage II competition materials.
- 5. The advanced preliminary concepts shall be evaluated based on:
  - 1) aptness of the response to the problem identified in Stage I of the competition,
  - 2) quality of the proposed architectural and spatial solutions
  - 3) fulfilment of the requirements of universal design,

- 4) feasibility and potential for finding partners/sponsors to implement the concept.
- 5) method of presentation of the competition materials to the Jury, in particular the consistency of the narration, clarity of the message, graphic quality of the presentation and the materials, and the quality of answers to questions from members of the Jury.
- 6) The additional materials
- 6. In Stage II of the Competition, the Jury shall select a single winning project
- 7. The Jury may choose only an architectural concept that meets all the requirements specified in the Rules.
- 8. The Jury is entitled to refrain from selecting a winner if it does not deem any of the architectural concepts presented to be worthy of this choice.
- 9. Stage II of the Competition ends with the announcement of the Competition's results on the Foundation's website.
- 10. The Participant who is the creator of the winning initial concept (hereinafter also the **winner**) shall receive a Stage II Fellowship to enable them to carry out further work developing the project. The Stage II Fellowship has a total value of PLN 10,000 net. A condition for granting the Stage II Fellowship is the signing by the winner of a written fellowship agreement with the Foundation, the essential provisions of which constitute Annex 1 to the Rules. The winner must conclude the fellowship agreement.
- 11. If the Stage II Fellowship is received by a team Participant, the fellowship agreement shall be concluded with all members of the team, who may be represented by a proxy (including one who is also a member of the team), on the basis of a power of attorney that must be granted in writing to be valid, a specimen of which is attached as Annex No. 1 to the Rules.
- 12. A Participant that is a two- or three-person team is treated as a single winner. The amount of the Fellowship is granted to the entire team and may be transferred, in accordance with the team's wish, either to a single member of the team, or to all of its members in the proportions specified by the team. If the team members fail to reach agreement in this respect, the Foundation shall make the decision.

# § 12. Work on the Project

- 1. During the Stage II Fellowship, the winner has the right to hold three consultations in the Foundation's headquarters in Warsaw, at times selected by the Foundation and the winner.
- 2. The Participant must immediately (no later than 7 days from the announcement of the winning initial concept) present a work schedule for the Project, which shall be attached to the fellowship agreement
- 3. The Foundation is entitled, through its representative, to conduct continuous monitoring of the progress of work on the Project.
- 4. Work on the Project ends with its public presentation.
- 5. Detailed procedures concerning the Project and work on the Project shall be contained in the fellowship agreement.

# § 13. Authors' rights

- 1. The Participant hereby represents and warrants that they are the sole and exclusive creator of the Stage I competition entry and of the advanced preliminary concept, and that only they possess all authors' rights to these works, and that the works shall be unencumbered by any claims or rights of third parties.
- 2. Upon the submission of the Stage I competition entry materials, the Participant grants to the Foundation, without additional compensation, a non-exclusive licence to those materials, to the extent necessary to conduct Stage I of the Competition and to announce its results.
- 3. Upon the submission of the Stage II competition materials, the finalist grants to the Foundation, without additional compensation, a non-exclusive licence to those materials, in whole or in part (in particular to all drawings, data, plans, specifications, designs, ideas, concepts, postulates), worldwide, for a period of 5 years (and after this term, the licence is automatically extended for an indefinite term without the need for any statement in this regard), for the following fields of use:
  - in the area of recording and reproducing: recording and producing copies using any technique, in particular printing, reprography and digital technology, including registration in computer memory and in multimedia networks, and recording on all known digital storage media,

- 2) in the area of dissemination: public exhibition, projection, reproduction, broadcasting and rebroadcasting, as well as making publicly available the Stage II Competition materials, in such a way that anyone may have access to them at a time and place of their choice, in particular on the Foundation's websites.
- 4. Upon the announcement of the results of Stage I of the Competition, each finalist grants to the Foundation permission to exercise exclusive authors' rights to the Stage II competition materials, in whole or in part, for their first publication, and undertakes not to exercise this right up to the time of their first entire publication by the Foundation. In particular, only the Foundation is entitled to communicate (publicise) the entirety or portions of the Stage II competition materials in any of the fields of use referred to in part. 3, by any means or in any form, until the date of their full publication through their presentation by the Foundation, in accordance with the Rules, and in the case of the winner, the above entitlement is enjoyed by the Foundation up to the date of the first public presentation of the full Project by the Foundation, in accordance with part. 8 below.
- 5. Each finalist agrees that whenever they use the Stage II competition materials, or those materials are used with the finalist's consent or knowledge, they shall ensure that the materials are accompanied by an annotation that they were created as part of the Programme, bearing the following statement: "This project was developed as part of the Practice Fellowship Programme organised by the Stefan Kuryłowicz Foundation." The winner is also required to include the following reference each time that they use the winning initial concept: "© Stefan Kuryłowicz Foundation." The above obligations bind the Participants throughout the duration of the authors' economic rights, in accordance with the law in force.
- 6. Upon the selection of their initial concept as the winning submission in the Competition, the winner transfers to the Foundation, on an exclusive basis and without additional compensation, the authors' economic rights to the Stage II competition materials, in particular to their winning Stage II competition materials, in whole or in part (in particular, to all drawings, data, plans, specifications, designs, ideas and concepts), worldwide, in perpetuity, in the following fields of use:
  - in the area of recording and reproducing: recording and producing copies using any technique, in particular, printing, reprography and digital technology, including registering in computer memory and in multimedia networks and recording on all known digital storage media,
  - 2) in the area of trade in the original or in copies on which the Stage II Materials have been recorded: offering for sale, hiring, lending copies;
  - 3) in the area of dissemination: public exhibition, projection, reproduction, broadcasting and rebroadcasting, as well as making publicly available the Stage II Competition materials in such a way that anyone may have access to them at the time and place of their choice, in particular on the Foundation's website.
- The transfer of the authors' economic rights of the Stage II Competition Materials by the winner does not include the right to implement the winning initial concept in space or the derivative rights to the Stage II Competition Materials.
- 8. Additionally, at the moment the Foundation presents the Project in public, it shall provide the winner an unpaid, non-exclusive re-license to the Stage II Competition Materials (in particular, to all drawings, data, plans, specifications, designs, ideas and concepts), worldwide, in perpetuity, in all fields of use mentioned in par. 6 above. Until the full Project is presented publicly by the Foundation in accordance with the Rules, only the Foundation is entitled to communicate (publish) the whole or parts of the Stage II competition materials or the Project in any of the fields of use mentioned in paragraph 6, in any way and in any form.
- 9. Separate provisions concerning the authors' rights to the Project have been concluded in the significant provisions of the fellowship agreement, which constitutes Annex No. 1 to the Rules.
- 10. The Participant consents to the Foundation's use of their name, surname, image and biographical data in connection with providing information about the Competition and the Foundation's operations.

#### § 14. Final provisions

1. The Foundation reserves the right to end the Competition without selecting any of the Stage I competition entries or a winning architectural concept, and the right to cancel the Competition at any time, including after its conclusion (i.e. after the conclusion of Stage II).

- 2. The Foundation does not guarantee implementation of the Project. Neither the purpose nor the effect of the Competition is the implementation of the Project, but its development.
- 3. The Foundation assumes no liability if for any reason the creation of the Project is unsuccessful.
- 4. Participants shall have no claims against the Foundation for their participation in the Competition.
- 5. The Participant shall bear all costs related to the preparation and submission of the Stage I and II competition entries, as well as all other costs related to participation in the Competition, in particular potential costs of transport from their place of residence to Warsaw and back for the purpose of delivering the presentation and/or taking part in the consultations.
- 6. The competition may also be held if only a single Participant meeting the conditions described in these Rules qualifies for the Competition.
- 7. When registering, the Participant certifies that they have familiarised themselves with the Rules and the annexes to the Rules and that they accept the terms and conditions of these Rules.
- 8. The Rules may be changed at any time, including during the Competition, by a unilateral decision of the Foundation. All changes to the Rules shall be announced immediately by the Foundation on its website, and are binding on the Participants from the day of their announcement, unless the amended Rules state otherwise.
- 9. The Rules take effect on 16 November 2020 and shall be announced on the Foundation's website.

Annexes:

Annex No. 1: Significant terms and conditions of the fellowship agreement.

Annex No. 2: Power of attorney form.