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## Works Provisioning Contract and License Agreement

concluded pursuant to Section 39 and 40 and following provisions of Act No. 618/2003 Coll.  
the Copyright Act, as amended

### Article I. Contracting Parties

#### Ordering party:

**Košice – European Capital of Culture 2013, n. o.**

with registered seat at Kukučínova 2, 040 01 Košice, Slovak Republic

ID No.: 35583461

VAT No.: SK2022737871

Statutory body: Ing. Ján Sudzina, Director

Financial Institution:: Prima banka Slovensko a.s.

Account number:: 0558235001/5600

(hereinafter "Ordering party")

and

#### Author:

Zoltan Agre  
Address: Városliget 14 Budapest 1143 Hungary  
Date of birth: 27.08.1987  
Bank: OTP Bank  
IBAN: HU42 2217 3140 0000 4775 0000 0000

SWIFT or BIC: OTPVHUHB  
(hereinafter "Author")

### Article II. Subject of the Contract

1. The Subject of this Contract is the duty of the Author to create and present the work for the Ordering Party in the form of panel and network discussions during the project Creative industry Toolkit 2012 and its program Talent Kampus: Ako prekročiť hranice at the seminar in Košice on 13th June 2012 at the Library of Technical University of Košice from 10:00 to 12:00 (hereinafter only "Work").
2. The Ordering party undertakes to pay the Author the agreed remuneration for fulfilling the subject of the Contract, in accordance with Article III point 1 of this Contract.

### Article III. Remuneration



1. Contracting parties agreed that the Author shall create and present Work during event "Talent Kampus: Ako prekročit hranice" free of charge. The Ordering party shall provide accommodation and shall repay travel expenses after presenting original bills.

#### **Article IV.**

##### **Time and place for fulfilling the subject of the Contract**

1. Contracting Parties agreed that the Author will fulfil the subject of this Contract in the place and time stated in Art. II point 1 of this Contract.
2. Changes of the time and place of fulfilment of the subject of this Contract can be made by the Ordering party or after mutual agreement of the Contracting Parties in writing.

#### **Article V.**

##### **Contracting Parties' obligations**

1. The Author undertakes:
  1. To ensure that all activities and outputs in accordance with this Contract are carried out personally by the Author with professional care and at his own expense and risk;
1. The Ordering party undertakes:
  1. to provide the necessary cooperation, mainly all required documentation, information and instructions to secure proper fulfilment of the subject of the Contract as stated in Article II point 1 of this Contract;
  2. to provide accommodation for the Author and refund the Author's travel expenses within 15 days from submission of the originals of all receipts, travel and other documentation.

#### **Article VI.**

##### **Method of use of the work and scope of the licence**

1. The Author grants the Ordering party license for individual usage of the Work for each known usage according to Section 18 paragraph 2 of Act No. 618/2003 coll., the Copyright Act, as amended (hereinafter "Copyright Act"), mainly for:
  - a. the making of copy of the Work,
  - b. the distribution of the original of the Work or of a copy thereof to the public by sale or any other form of transfer of ownership,
  - c. the distribution of the original of the Work or of a copy thereof to the public by rental or lending,
  - d. transformation, translation and adaptation of the Work,
  - e. the inclusion of the Work into collection
  - f. public display of the Work,
  - g. the communication to the public of the Work.including commercial and non-commercial purposes.



2. The licence is granted in an unlimited extent and for an unlimited area.
3. The Author grants the license according to this Article of this contract free of charge.
4. The Author grants the licence to the Ordering party for an undefined period according to the duration of the author's ownership rights in accordance with §21 of the Copyright Act.
5. The Author grants to the Ordering Party exclusive licence pursuant to this Contract.
6. Upon the dissolution of a legal entity to which a licence has been granted, rights and duties arising from this contract pass onto its successor -in-title .

#### **Article VII.**

##### **Specific provisions**

1. The Author affirms that it has not concluded any other contract that could threaten the creation of the works pursuant to this Contract following signature of this Contract.
2. The Author undertakes to respect the organizational instructions from the Ordering Party and to fulfil all additional Ordering Party requirements including adherence to legal regulations related to occupational health and safety.
3. The Author undertakes to inform the Ordering Party immediately with regards to any facts that could impact the creation of the works in an agreed manner and in the defined scope.
4. The Author following the fulfilment of the subject of this Contract is obliged to return all reference materials, notes, proposals and other documents related to the completion of the works to the Ordering Party which have been provided by the Ordering Party for this purpose.
5. The Author undertakes to maintain confidentiality with regards to all facts that it becomes aware of in connection with the execution of the subject of this Contract; in the opposite case the Author is obliged to compensate the Ordering Party for all damages that occur in connection with a breach of this provision. The Contracting Parties have agreed that the duty to maintain confidentiality with regards to all facts that it becomes aware of in connection with the execution of the subject of this Contract remains in place even following the expiration of this Contract.
6. The Contracting Parties have agreed that if the presentations specified in Article II, Point 1 herein are cancelled due to barriers on the part of the Author then the Author is not entitled to the remuneration or any other reimbursement or claim for accommodation according to the Article III, Point 1 herein or any other amounts, the Ordering Party's duty pursuant to Article V, Point 2.2.2 herein expires and the Author is obliged to pay all costs that arise to the Ordering Party to secure its participation in the conference. This in no way affects any rights to damage compensation.

#### **Article VIII.**

##### **Contract validity**

1. Contracting Parties agreed that this Contract is signed for a defined period from 12 June 2012 to 14 June 2012.





2. The ordering party may withdraw this Contract in written notice without giving any reason. The Contract terminates on the date of delivery of written notice to the other Contracting Party.
3. Contracting Parties may also terminate this Contract by written agreement.

#### Article IX.

##### Final provisions

1. This Contract is valid on the date of its signature by both Contracting Parties and enters into force on the day following the publication of this Contract on the Ordering Party's website
2. This Contract can only be altered or amended in the form of an addendum following the agreement of both Contracting Parties.
3. If any of the provisions of this Contract are invalid, such invalidity does affect the entire Contract; rather only the specific provisions are affected.
4. Legal matters that are not defined herein are subject to the appropriate provisions of the Commercial Code, the Copyright Act and other generally binding legal regulations of the Slovak Republic.
5. The Contracting Parties affirm that they have reviewed this Contract, understood its contents and agree that the Contract represents the free and serious exercise of their will.
6. This Contract was prepared in two original copies, one for each Contracting Party. This contract is made in Slovak and English language. The Parties agree that in the case of linguistic irregularity prevails Slovak version of this contract.

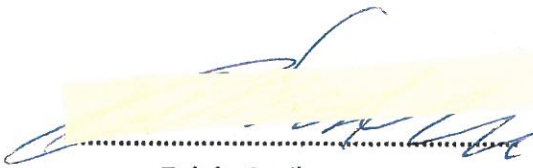
In Košice on 12.06.2012

In Košice on 12.06.2012

Ordering party:

Author:

  
Košice - Európske  
hlavné mesto  
Košice  
IČO: 2022737871  
Ing. Ján Sudzina  
Director

  
Zoltán Aprily