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WORK CONTRACT AND LICENSE AGREEMENT

concluded according to § 536 and following provisions of the Act No. 513/1991 Coll., the Commercial Code, as amended and § 40 and following provisions of the Act No. 618/2003 Coll., the Copyright and Rights Related to Copyright, as amended (Hereinafter referred to as the "Contract")

Between following contractual parties:

Organization: Košice – European Capital of Culture 2013, n.o.
Kukučínova 2, 040 01 Košice, Slovak republic
Company ident. no.: 35583461
Represented by: Ing. Ján Sudzina, director
Bank details: Prima banka Slovensko, a.s.
Account number: 0558235001/5600
(Hereinafter as the „Organization“)

and

Contractor: SZÖVETSÉG '39 KFT.
1074 Budapest, Szövetség u. 39. Fsz.1, Hungary
Company ident. no.: 01-09-895191
Taxpayer ident. no.: 14241516-2-42
Represented by:
Bank details: Pátria Takarékszövetkezet
IBAN: HU54 6510 0149 1133 2640 0000 0000
BIC/SWIFT: TAKBHUHB
(Hereinafter as the „Contractor“)

I. SUBJECT OF THE CONTRACT

1. Contractor is obliged to create a work for Organization, which is specified in Article II. of this Contract (hereinafter referred to as the "Work") and to grant license for individual usage of the Work.
2. Organization is obliged to pay the remuneration to the Contractor for duly created and submitted Work according to Article III. Paragraph 1 of this Contract.

II. THE WORK

1. Contractor is obliged to create the Work for Organization duly and in agreed time.
2. Contractor declares that he is familiar with Organization's aims and functions, especially creation, development, protection, renewal and presentation of spiritual and cultural values, education, development of physical culture, research, scientific and technical services, information services, protection of the environment and public health, services for support of regional development and employment.
3. Contractor is obliged to create the Work in accordance with Organization's aims and functions.
4. For the purposes of this Contract the Work is: project called „No distance. No contact.“ placed in the building situated in Strojársená 3, Košice as a part of the event „Biela

noc" ("White night") to be held on 6th October 2012 from 7:00 PM to 7th October 2012 to 02:00am.

5. Contractor is obliged to create and submit the Work which is consisted of: interactive sound installation, which consists of complex technologies and softwares, wifi, mobile phones and GPS. Various sounds and vibrations are broadcasted by these technologies to visitors headphones.
6. Contractor is obliged to submit the Work to Košice, no later than 6th of October 2012.
7. The Work is submitted after submitting the each part of the Work at the moment specified in Paragraph 6 of this Article.
8. Organization is entitled to ask the Contractor to adjust the Work or its part within 7 days of the Work submission. Contractor is obliged to adjust the Work without any delay according to instruction of Organization, but no later than 3 days.
9. The Work is duly executed by its creation and submission in time and under the conditions agreed in the Contract.

III. REMUNERATION AND PAYMENT TERMS

1. Contracting parties have agreed that the Contractor is entitled to remuneration in the total amount of **1400, - EUR netto** (in words: "one thousand and four hundred Euros") (hereinafter as "**Remuneration**"). Remuneration includes all costs related to the Work.
2. Remuneration will be paid within 20 days of the submission of the Work. Organization will pay Remuneration by wire transfer to the Contractor's bank account specified in this Contract.

IV. RIGHTS AND DUTIES OF CONTRACTING PARTIES

1. Contractor's Rights and duties:
 - a) The Contractor is obliged to create the Work himself/herself, at his/her own expenses, at his/her own risk, within the agreed period of time,
 - b) Contractor is obliged to keep in secret all facts, he/she got knowledge about, during the realization of the subject of the Contract otherwise he/she is obliged to compensate the Organization for damage, which the Organization suffered due to the breach of this duty. Contracting parties have agreed that the duty to keep in secret all facts lasts without restriction even after the expiration of the Contract,
 - c) Contractor is obliged to remove all deficiencies that could hinder the use of the Work,
 - d) Contractor is entitled to Remuneration in the amount according to Article III. of this Contract after duly creation and submission of the Work,
 - e) Contractor is obliged to realize the subject of the Contract economically and in agreed time specified in Article II. of this Contract,
 - f) Contractor is obliged to inform the Organization about progress and realization of the Work continuously and on request of the Organization,
 - g) Contractor is obliged to cooperate with the Organization and respect its instructions,
 - h) Contractor is obliged to create the Work with due care and according to agreed terms,
 - i) Contractor is obliged to inform the Organization about facts that could influence proper realization of the Work immediately, especially barriers of creation of the Work, failure the proper realization of the subject of this Contract with reasons etc.,
 - j) Contractor is obliged to remove defects of the Work and implement the Organization's instructions immediately,



- k) Contractor is obliged to create the Work himself/herself, on his/her own behalf, and at his/her own risk.
- 2. Organization's Rights and duties:
 - a) Organization is obliged to pay Remuneration according the terms and conditions of the Contract,
 - b) Travel expences will be reimbursed by the Costumer after the submitting necessary travel documents.
 - c) Accommodation will be provided by the Costumer.
 - d) If the Organization finds a defect of the Work, Organization is obliged to inform Contractor about this defect immediately,
 - e) The Organization is obliged to inform the Contractor about all information, which can be useful for Contractor.

V. DEFECT OF THE WORK

- 1. If the Work will have irreparable defect and/or the Work will not meet requirements accordance with terms of this Contract, the Organization is entitled to withdraw from the Contract.
- 2. If the Work will have reparable defect, the Organization is entitled to return the Work for reparation and to specify a time for reparation the Work.
- 3. If the defects will not be corrected, the Organization is entitled to withdraw from the Contract.
- 4. The Organization is entitled to withdraw from this Contract without stating the reason.

VI. LICENSE

- 1. The Contractor grants the Organization 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 and Rights Related to Copyright, as amended (hereinafter as the "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 and adaptation of the Work,
 - e) the inclusion of the Work into the collection,
 - f) public display of the Work,
 - g) public performance of the Work,
 - h) the editing and finalization of the Work,
 - i) the communication to the public of the Work.
- 2. The license is granted in an unlimited extent and for unlimited area.
- 3. The license granted by this Article of the Contract applies also to the parts of the Work. The Contractor grants the license according to this Article of this Contract free of charge.
- 4. The Contractor grants the licence to the Organization for an undefined period according to the duration of the Author's ownership rights in accordance with § 21 of the Copyright Act.
- 5. The Contractor grants to the Organization exclusive licence pursuant to this Contract. Contractor is not entitled to grant license to the third person for any usage of the Work and and Contractor must refrain from using the Work in any way.
- 6. Upon the dissolution of a legal entity to which a license has been granted, rights and duties arising from this Contract pass onto its successor -in-title.



7. The Contractor agrees that the Organization is entitled to grant license to other person.
8. The Contractor declares that he/she is entitled to grant the license as above in this Article and Contractor also declares that the all rights protected by Copyright Act are settled with author of the Work.

VII. FINAL PROVISIONS

1. The Contract goes into force on the day of its signing by both contracting parties and it goes into effect on the day following the day of the publication of the Contract on the Organization's website. Amendments and supplements to the Contract can be made only in the form of a written supplement to the Contract signed by both contracting parties.
2. Legal relations not expressly governed by the Contract are governed by relevant provisions of the Copyright Act, the Act No. 513/1991 Coll. Commercial Code as amended and other generally binding legal regulations of the Slovak Republic.
3. The Contract is made in two counterparts, of which 1 counterpart will be given to the Organization and 1 counterpart to the Author. 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.
4. Contracting parties declare that they showed their will freely, seriously, certainly and comprehensibly, they agree with the content of the Contract after they read it and in witness thereof they sign it in their own hands.

In Košice... 5.10.2012

Organization:

Contractor:

Košice - Európske
Mesto kultúry 2013, n.o.

Košice - European Capital
of Culture 2013, n.o.
Ing. Ján Sudzina, director

SZÖVETSÉG '39 KFT.