

Rodriguez

ALZHL 0531

WORK CONTRACT AND LICENSE AGREEMENT

concluded according to § 39 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
Organization ident. No.: 35583461
Represented by: Ing. Ján Sudzina, director
Bank details: Prima banka Slovensko, a.s.
Bank number: 0558235001/5600
(Hereinafter as the „Organization“)

and

Author: Rodrigo Calvalho

Rua da Bandeira, 100, Porto, Portugal
Data of Birth: 1975-01-15
Bank details: Banco de Portugal
IBAN: PT000301015000000000000000
BIC/SWIFT: BOPORTPL
Email: rcalvalho@bancoportugal.pt

(Hereinafter as the „Author“)

I. SUBJECT OF THE CONTRACT

1. Author 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 Author for duly created and submitted Work according to Article III. Paragraph 1 of this Contract.

II. THE WORK

1. Author is obliged to create the Work for Organization duly and in agreed time.
2. Author 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. Author is obliged to create the Work in accordance with Organization's aims and functions.
4. For the purposes of this Contract the Work is: storage medium with visual-sound performance called "Boris Chimp 504". The Work will be used as a part of the event „Biela noc“ ("White night") which will be held on Timonova4, Košice, Radio Lumen's building.



Rocky

5. Author is obliged to create and submit the Work which is consisted of: mix of videos and animations in prepared loops with sound/musical accompaniment.
6. Author is obliged to submit the Work to Zuzana Pacáková - curator of the event "White night", no later than 6th October 2012, 12:00 PM, personally to the address of radio Lumen: Timonova 4, Košice.
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 Author to adjust the Work or its part within 7 days of the Work submission. Author 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 Author is entitled to remuneration in the total amount of 300, - EUR (in words: "three hundred Euros") (hereinafter as "**Remuneration**"). Remuneration includes all costs related to the Work.
2. Remuneration will be paid within 30 days of the submission of the Work. Organization will pay Remuneration by wire transfer to the Author's bank account specified in this Contract.

IV. RIGHTS AND DUTIES OF CONTRACTING PARTIES

1. Author's Rights and duties:
 - a) The Author 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) Author 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) Author is obliged to remove all deficiencies that could hinder the use of the Work,
 - d) Author is entitled to Remuneration in the amount according to Article III. of this Contract after duly creation and submission of the Work,
 - e) Author is obliged to realize the subject of the Contract economically and in agreed time specified in Article II. of this Contract,
 - f) Author is obliged to inform the Organization about progress and realization of the Work continuously and on request of the Organization,
 - g) Author is obliged to cooperate with the Organization and respect its instructions,
 - h) Author is obliged to create the Work with due care and according to agreed terms,
 - i) Author is obliged to inform the Organization about facts that could influence proper realization of the Work immediately, especially barriers of the Work creation, failure the proper realization of the subject of this Contract with reasons etc.,
 - j) Author is obliged to remove defects of the Work and implement the Organization's instructions immediately,
 - k) Author 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:

Podpis

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 - k) Author 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:

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. 40/1964 Coll. Civil 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.....

6 Oct 2012

Organization:

Košice - Európske
Kultúry 2013, n.o.

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

Author:

Rodrigo Calvaño