

Contract regarding the provision of work and licensing agreement

signed in compliance with the provisions of § 269 para. 2 of the Commercial Code as amended and § 40 and Act No. 618/2003 coll., Copyright Act, as amended

Article I. Contracting Parties

CLIENT:

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

situated 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 "client")

and

SUPPLIER:

POPVOX

Leo van Loon, managing partner

Address of the organisation: Maashaven Zuidzijde 2, 3081 AE Rotterdam, Netherland

VAT number: 882455390B01

Bank: Rabobank, Rotterdam, Blaak 333, 3011 GB Rotterdam, Netherland

IBAN: NL30RAB00124453716

SWIFT or BIC: RABONL2U

(hereinafter "supplier")

Article II. Subject of the Contract

1. In this Contract, the Supplier undertakes to supply the client with work within the Creative Industry Toolkit (CITOOLKIT) project, in Rotterdam from 1st July – 30th October 2012 as follows:
 - a) Cooperation within the CITOOLKIT 2012 project implemented by the Client,
 - b) Consulting and producing text for Master plan
2. The Client undertakes to pay the Supplier the agreed remuneration for fulfilling the subject of the Contract, in accordance with Article III point 2 of this Contract.
3. The Supplier undertakes to ensure that all activities stated in point 1 of this Article of the Contract are performed personally by Mr Leo van Loon, address: Maashaven

Zuidzijde 2, 3081 AE Rotterdam, date of birth: 28th January 1976 (hereinafter "author").

4. The Supplier declares that they have an agreement with the author regarding all copyrights, based on a separate contract.

Article III.

Remuneration

1. Remuneration for services provided was stated in compliance with Act No. 18/1996 coll. regarding prices, in its current wording, and in compliance with related legal regulations.
2. Contracting parties agreed that for proper and timely fulfilment of the subject of this Contract, as stated in Article II point 1 of this Contract, the Supplier has the right to receive remuneration in the amount of €3,600 (in words: "three thousand six hundred Euros") which includes all expenses related to activities and their outputs stated in Article II point 1 of this Contract, excluding travel and accommodation expenses.
3. Remuneration in accordance with this Article is the maximum remuneration and may only be altered on the basis of written consent by both Contracting Parties in the form of an Annex to this Contract.
4. The Supplier undertakes to settle all the author's royalties and proprietary rights from their own resources and from the remuneration stated in point 2 of this Article of this Contract, for activities and outputs as specified in this Contract.
5. Contracting Parties agreed that the remuneration stated in point 2 of this Article will be paid to the Supplier via bank transfer to the Supplier's bank account stated in Art. I of this Contract within seven days from the proper and timely fulfilment of the subject of the Contract in accordance with Art. II point 1 of this Contract.

Article IV.

Time and place for fulfilling the subject of the Contract

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

Article V.

Contracting Parties' obligations

1. The Supplier undertakes:
 - 1.1 To ensure that all activities and outputs in accordance with this Contract are carried out personally by the Author with specialist care and at their own

expense and risk;

2. The Client undertakes:

- 2.1 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;
- 2.2 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 Supplier declares that they have the author's consent to authorise a third party - the Client - to use the work (outputs created on the basis of this Contract) within the scope of a provided licence (hereinafter "**sub-licence**").
2. By this Contract, the Supplier gives the Client consent to use all work known to date in accordance with the provisions of § 18 para. 2 of Act No. 618/2003 coll., the Copyright Act, as amended (hereinafter "**Copyright Act**"), mainly for:
 - a) reproducing the works,
 - b) public dissemination of the original of works or its reproductions via sales or other forms of transferring ownership rights,
 - c) public dissemination of the original of works or its reproductions via rental or loan,
 - d) processing, translation and adapting the works,
 - e) including the works in a collection of works,
 - f) public exhibition of the works,
 - g) public broadcast of the works,including commercial and non-commercial purposes.
3. A sub-licence is given without any territorial or factual limitations.
4. Contracting Parties agreed on free provision of a sub-licence. Any other possible remuneration or fees are already included in the remuneration stated in Article III point 2 of this Contract.
5. The Supplier grants a sub-licence to the Client for an undetermined period in compliance with the duration of the author's ownership rights in accordance with §21 of the Copyright Act.
6. A sub-licence granted to the Client by the Supplier in accordance with this Contract is exclusive.
7. If the Client is no longer the legal entity to whom the sub-licence was granted, the rights and duties arising from this Contract are transferred to the legal descendent of the acquirer.

Article VII.

Special provisions

1. The Supplier declares that after signing this Contract, they will not sign another Contract which could jeopardise the creation of work in compliance with this Contract.
2. The Supplier undertakes to respect the Client's organisational instructions and fulfil all other requirements of the Client including adhering to legal regulations related to health and safety at work.
3. The Supplier undertakes to immediately inform the Client of all facts which could influence the creation of work using the agreed method and within the agreed scope.
4. After fulfilling the subject of this Contract, the Supplier undertakes to submit all documentation, notes, designs and other paperwork related to its implementation to the Client which was given to the Supplier for this purpose.
5. The Supplier undertakes to maintain confidentiality in all facts about which they become aware during implementation of this Contract; if not, they must compensate the Client for damage created by the violation of this duty. Contracting Parties agree that the obligation to maintain confidentiality regarding all facts of which the Supplier becomes aware during implementation of the subject of this Contract shall apply even after termination of this Contract.
6. Contracting Parties agreed that if the work meeting specified in Art. II point 1 of this Contract is cancelled due to obstacles preventing the Supplier or Author from attending, the Supplier relinquishes the right to remuneration in accordance with Art. III point 1 of this Contract or the right to any other remuneration, and the Client is no longer obliged to fulfil their duties pursuant to Art. V point 2.2 of this Contract and the Supplier undertakes to refund all costs incurred by the Client in securing the participation of the Author in the meeting. This does not affect the right to compensation for damage.

Article VIII.

Contract validity

1. Contracting Parties agreed that this Contract is signed for a determined period from 1st July 2012 to 30th October 2012.
2. The Client may withdraw from this Contract in the form of written notice, even without the need to state a 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 becomes valid on the date of its signature by both Contracting Parties and effective on the day following the date of publishing of this Contract on the

Client's website.

2. This Contract can only be changed or amended in the form of a written Annex following the prior consent of both Contracting Parties.
3. If some of the provisions of this Contract are invalid, this does not affect the validity of the entire Contract, but is only related to the particular, affected provisions.
4. Legal relationships not addressed in this Contract shall follow the appropriate provisions of the Commercial Code, the Copyright Act and other generally binding legal regulations of the Slovak Republic.
5. Contracting Parties declare that they read this Contract, understood its content and that the content complies with their free and serious will.
6. The Contract was read by Contracting Parties, approved and they added their true signatures as a sign of their agreement with its content.
7. This Contract was prepared in two original copies, one for each Contracting Party.

In Košice on 26. 10. 2012

In Rotterdam on 26 oct 2012

Client:

Supplier:


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Ing. Ján Sudzina
Director


.....
Leo van Loon

Košice - Európske
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Kukučínova 2, 040 01 Košice
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