

12214L0735

## **LICENSE AGREEMENT**

concluded pursuant to Act No. 618/2003 Coll. the Copyright Act, as amended  
(Hereinafter referred as the "**Agreement**")

between following parties

**Licensor:** **Zimoun**  
Registered seat: Bantigerstraße 32, 3006 Bern, Switzerland  
ID No:  
Represented by: Simon Hügli  
IBAN: CH77 0900 0000 9178 9084 5  
SWIFT code: POFICHBEXXX  
(hereinafter referred as the "**Licensor**")

**Licensee:** **European Capital City of Culture Košice 2013, non-profit organization**  
(**Európske hlavné mesto kultúry Košice 2013, n.o**)  
Registered seat: Kukučínova 2, 040 01 Košice, Slovak Republic  
ID No.: 35583461  
Represented by: Ing. Ján Sudzina, director  
Bank: DEXIA banka Slovensko a.s.  
Account No.: 0558235001/5600  
(hereinafter referred as the "**Licensee**")

### **I. PURPOSE AND SUBJECT MATTER OF THE AGREEMENT**

1. The Subject of this Agreement is to is the duty of the Licensor to grant Licensee license for usage of the work specified in this Agreement.
2. For the purpose if this Agreement: 275 prepared dc-motors, filler wire 1.0mm | Zimoun 2009 - 2011 (special version „cube“) are considered as the work (hereinafter referred as the "**Work**").

### **II. LICENCE**

- 1.The Licensor grants the Licensee 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 "**Copyright Act**"), mainly for public display of the Work.
- 2.The Work will be displayed from 6<sup>th</sup> October to 6<sup>th</sup> November 2012 in Košice.
- 3.The Licensor grants the licence to the Licensee for period from 6<sup>th</sup> October to 6<sup>th</sup> November 2012.
- 4.The Licensor grants to the Licensee exclusive licence pursuant to this Contract.
- 5.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.
- 6.All photography and video documentation taken by the Licensor of the Work, the exhibition and or the performance are made available to the Licensor free of charge for archival and promotional purposes (usage in the Licensor's annual report and other publications, forwarding files to media partners, and so forth) – ownership always remains with Licensor. The photo and video archive can be found on Licensor's websites [www.kosice2013.sk](http://www.kosice2013.sk) and [www.biela-noc.sk](http://www.biela-noc.sk) -> downloads. Username: yes Password: 123456.
- 7.The Zimoun grants the Presenter sublicense/license for individual usage of the piece according to Section 18 paragraph 2 of Act No. 618/2003 coll., the Copyright Act, as amended (hereinafter "**Copyright Act**"), mainly for public display of the piece.
- 8.The Zimoun grants the sublicense/license to the Presenter for a defined period from 6<sup>th</sup> of

October 2012 to 6<sup>th</sup> of November 2012.

### **III. PAYMENT**

1. The Licensee is obliged to pay the Licensor 4.470,- € net of all taxes for the license granted by this Agreement.
2. The Licensor is entitled to issue the invoice after signing this Agreement.
3. The invoice is due within 2 Days.
4. In case the exhibition is cancelled in thirty (30) or less days before the exhibition begins the Licensee is obliged to pay 50% of the agreed licence fee.

### **IV. SPECIAL PROVISIONS**

1. The Licensor is obliged to lend the Work to the Licensee for period of time specified in the Article II.
2. Installation details and additional needed materials of the Work will be found in the instruction manual. A signed and fulfilled instruction manual is the basis of this Agreement. The Licensee will set up the exhibition and shall guarantee proper security at all times to ensure the safety of the Work, visitors and all equipment. The exhibition is to be taken down by the Licensee, carefully packaged and sent back within 10 days following the closing of the exhibition. It shall be packed exactly in the same way as the shipping from Switzerland will arrive.
3. Before the exhibition opens the installation will be presented on video to somebody from Licensor to make sure all details are correct, as well as function, presentation and fine tuning. Contact person: [ulf@zimoun.ch](mailto:ulf@zimoun.ch).
4. The contractual parties undertake to immediately inform each other on any facts that could influence proper realization of the subject matter of this Agreement without any delay.
5. The Licensor is obligated to cooperate with the Licensee and to provide him necessary collaboration in the interest of a proper fulfilment of the subject matter of the Agreement.
6. The Licensor's address for shipping: PROGR - Zentrum für Kulturproduktion, Zimoun, S.Hügli, 3. Stock, Raum 358, Tel. +41 78 720 58 88, Waisenhausplatz 30, CH-3011 Bern, SWITZERLAND.
7. The Licensee arrange the shipping and covers all transportation (transportation and transportation insurance of exhibition materials, and all kind of taxes and fees related to transportation, custom, VAT and money transfer for the whole round trip shipping).

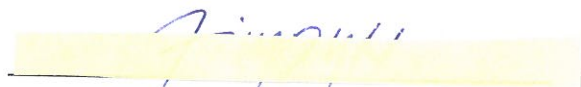
### **V. FINAL PROVISIONS**

1. Legal relations not expressly governed by the Agreement are governed by relevant provisions of the Copyright Act and Act No. 40/1964 Coll., the Civil Code as amended and other generally binding legal regulations of the Slovak Republic.
2. The Agreement is made in two counterparts, of which 1 counterpart will be given to each contractual party.
3. Amendments and supplements to the Agreement can be made only in the form of a written supplement to the Agreement signed by both contracting parties.
4. The Agreement is valid on the day of its signing by both contracting parties and comes into effect on the day following after the day of the publishment of the contract on the License's website ([www.košice2013.sk](http://www.košice2013.sk)).
5. The contracting parties agree that in case of any arising disputes, they shall attempt to resolve it in a peaceful way. To this end, either party may initiate a reconciliation procedure.

6. Should a dispute arise with regard to the interpretation or execution of this contract, which cannot be settled amicably, it will be brought to court, before an authorized judge, in Slovak republic.
7. 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.

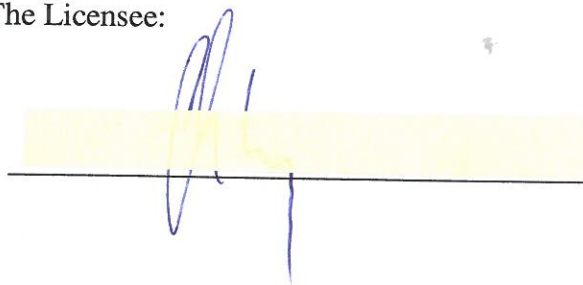
Košice, 24.9.2012

The Licensor:



**Zimoun, Simon Huegli**  
**Studio Zimoun, Bern, Switzerland**

The Licensee:



**Košice - European Capital of Culture 2013**  
**non-profit organization**  
**Ing. Ján Sudzina, director**