

## Work Contract and Licence Agreement

concluded pursuant to Section 39 and 40 and following provisions of Act No. 618/2003 Coll.  
the Copyright Act, as amended (hereinafter as "**Contract**")

### 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 as "**Ordering party**")

and

#### AUTHOR:

**ASPHALT PILOTEN**

Statutory body: Frank Amelung

Address: Blumenweg 26, 3300 Biel, Switzerland

Account No.: 12 31 7010 5

IBAN: CH02 0900 0000 1253 3720 5

BIC: POFIGH33XXX

(hereinafter as "**Author**")

### Article II. Subject of the Contract

1. The Subject of this Contract is a Creation Aid to the author for the future performance called "Tape Riot 2" which is part of programme of artistic walks in public space called "Walk in Progress". These project and program are realized by **IN SITU**, European network promoting artistic creation in public space, in which the ordering party is one of the coordinators and in the frame of the European project META. META 2011-2016 project is carried on based on the agreement between the European commission and Lieux Publics (project leader) no. 2011-0069/001-001 CU7 MULT7.
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. The Ordering party shall pay the remuneration **3000,- Euro** (in words three thousand euros) to the Author's bank account, specified in Article 1 of this Contract. Deadline for the payment is 7 days after the delivering of the completed Work to the Ordering party.

### **Article IV.**

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

1. Contracting Parties agreed that the Author will deliver the Work which is drafts description of the future performance on two A4 paper and of the new webpage, including an interactive map and place for future videos of their interventions over Europe, including the future one in Kosice by email to the contact person of the Ordering party – Christian Potiron: christian.potiron@kosice2013.sk
2. Contracting parties agreed that the Author will create the Work until 17<sup>th</sup> of December, 2012.
3. The Ordering party is entitled to ask Author to adjust the Work, within 7 days from the take over of the Work. Author is obliged to adjust the Work without any delay according to instruction of Ordering party, but no later than 3 days.
4. Changes of the time 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 to ensure that all works and outputs in accordance with this Contract will be carried out personally by the Author with professional care and at his own expense;
2. The Author undertakes to include on the website and in his future communication the logos of Kosice 2013, Ministry of culture of Slovak Republic, In Situ network and European Commission as send by email from Ordering party to the Author.
2. The Ordering party undertakes to provide the necessary cooperation, logos, 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.

### **Article VI.**

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

1. The Author grants the Ordering party licence 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,
  - c) the distribution of the original of the Work or of a copy thereof to the public,

- d) transformation, translation and adaptation of the Work,
- e) the inclusion of the Work into collection,
- f) public display of the Work,
- g) public performance of the Work,
- h) 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 unlimited area.
3. The Author grants the licence 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 non-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 he will not conclude any other contract that could threaten the creation of the Work 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 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 Work in an agreed manner and in the defined scope.
4. The Author undertakes to keep confidentiality all facts and information regarding to this Contract. The Author is liable for all damages that occur in connection with a breaching of this provision. The Contracting Parties have agreed that the duty to keep confidentiality is valid even following the expiration of this Contract.
5. The Contracting Parties have agreed that if the Work specified in Article II, Point 1 herein are not created due to barriers on the part of the Author then the Author has no right for 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. Rights to damage compensation are not affected.

#### Article VIII.

##### Contract validity

1. Contracting Parties agreed that this Contract is signed for a defined period from November 5<sup>th</sup>, 2012 to December 30<sup>th</sup>, 2012. Duration of this Contract does not affect the duration of licence granted in accordance with Article VI. of this Contract.
2. Contracting Parties may also terminate this Contract by written agreement.
3. The Ordering party is entitled to withdraw this Contract without stating the reason.

#### 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 not 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 Act No. 513/1991 Coll. the Commercial Code as amended, 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 December 12th, 2012  
Ordering party:

Ing. Ján Sudzina

Director

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

In Bil on December 17th, 2012  
Author:

Franz Andereg

Asphalt Piloten