

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:

Ginger és Fred Alapítvány (Ginger & Fred Foundation)

Statutory body: Eszter Novák

Address: Kapy utca 45. b, 1025 Budapest – Hungary

Tel: +36 205 342 407

Registration no.: 2015/2006 B

TVA no.: HU 18127070

Bank name: Budapest Bank Nyrt.

Bank address: H-1025 Budapest, Királyhágcsanak 18.

IBAN number: HU95-1010-0792-3846-7800-0100-0005

Swift code: BUDAHU33

(hereinafter as "Author")

Article II. Subject of the Contract

1. The Subject of this Contract is a Production Aid to the author for the future performance called "Scale 1:5" by art group HOPPart which is part of programme called "Shared Cities". These program is realized in the frame of the European project META by **IN SITU**, European network promoting artistic creation in public space over Europe, in which the ordering party is one of the coordinators. **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. This contract fix specific licence rules between contracting parties and allows an advance payment of the production aid set up with in the future multilateral agreement between the author and the 8 In Situ partners of the production.

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 **500,- Euro** (in words five hundred euros) to the Author's bank account, specified in Article 1 of this Contract. Deadline for the payment is 7 working days after the delivering of the completed Work to the Ordering party. The contract and also the remuneration is based on Agreement on production aid (see the attachment number 1) signed by nine parties (two of them are the Ordering Party and the Author). This Agreement on Production Aid is a basis of this contract.

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 an assessment of the creation Scale 1:5 and photos from the creation process 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 18th 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 form.

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;
2. The Ordering party undertakes to provide the necessary cooperation, mainly all required documentation, logos, 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 information texts and images about the creation for communication usage.
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 to the Ordering Party non-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. The Author undertakes to quote Košice 2013, n.o. And Ministry of Culture of Slovak Republic between its supporters.
7. Ordering Party undertakes to inform the Author or his Producer of any information concerning usage in its communication of informations and photos of the work.

Article VI.

Specific provisions

1. 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.
2. 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.
3. 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 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 eventually 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 October 5th, 2012 to December 30th, 2012.
2. Contracting Parties agreed that this Contract will terminate by common written agreement or by signing the expected In Situ multilateral written agreement.
3. The Ordering party is entitled to withdraw from this Contract and ask for complete reimbursement if the In Situ multilateral agreement is not signed by the Authors and the 8 co-producers.

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. 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.
3. 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.
4. 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.
 5. This Contract was prepared in two original copies, one for each Contracting Party. This Contract is made in Slovak and English language.

In Košice, on October 5th 2012

Ordering party:

In Budapest, on October 10th 2012

Author:

.....
Ing. Ján Sudzina

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

.....
Eszter Novák

Ginger és Fred Alapítvány

Ginger és Fred
Színházművészeti Alapítvány
1025 Budapest, Kapy u.45/b.
Asz: 18127090-2-41
Szcz: 10100792-58467800-01000001

Agreement on production aid

Between the undersigned

Ginger és Fred Alapítvány (Ginger & Fred Foundation)

Address: Kapy utca 45. b
1025 Budapest – Hungary

Tel: +36 205 342 407

Registration no.: 60616/2006.3

TVA no.: HU 18127090

Represented by: Eszter Novák

Hereafter referred to as “the Producer”

Position: Head of board

on the one hand,

and

Čtyři dny

Address: Rybalkova 280/41

101 00 Prague – Czech Republic

Tel: +420 224 809 116 / Fax : +420 224 809 226

Registration no.: 67362567

VAT no.: CZ 67362567

Represented by: Pavel Štorek

Position: Director

Hereafter referred to as “The Contributor 1 META” or “Referent producer”

and

Arge La Strada

Address: Operring 12/1

8010 Graz – Austria

Tel: +43 316 69 55 80 - Fax: +43 316 69 55 82

Registration no.: 882/5512 Graz-Stadt / FN 37662 k

VAT no.: ATU 49004303

Represented by: Werner Schrempf

Position: Director

Hereafter referred to as “The Contributor 2 META”

and

Københavns Internationale Teater

Address: Vestergade 17, 3

1456 København – Denmark

Tel: +45 3315 1564 - Fax: +45 3315 0794

Intra-community VAT no.: DK 64133713

Represented by Katrien Verwilt

Position: Director

Hereafter referred to as “The Contributor 3 META”

and

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

Address: Hlavná 59

040 01 Košice – Slovakia

Tel: +421 55 6854 299

Registration no.: ICO: 3558 3461 / DIC: 202

TVA number: 273 78 71

Represented by Jan Sudzina

Position: Director

Hereafter referred to as “The Contributor 4 META”

and

Lieux publics – Centre national de création

Address: 225, avenue des Ayalades

13015 Marseille - France

Initials:

Agreement on production aid

Tel: +33 (0)4 91 03 81 28 – Fax: +33 (0)4 91 03 82 24
Registration no.: 327 492 534 00042 – APE no.: 9001Z – Licence nos: 2-138246 and 3-138247
Intra-community VAT no.: FR19327492534
Represented by Pierre Sauvageot
Hereafter referred to as “The Contributor 5 META”

Position: Director

and

Provinciaal Domein Dommelhof
Represented by the Limburg Province
Address: Universiteitslaan 1
3500 Hasselt – Belgium
Tel: +32 11 80 50 00 - Fax : +32 11 80 50 01
Registration no.: 0207.725.203
Represented by: Gilbert Van Baelen et Renata Camps
Hereafter referred to as “The Contributor 6 META”

Position: Deputy and Registrar

and

Stichting Terschellings Oerol Festival
Adress: Zuid Midslandweg eg 4
8891 GH Terschelling - Midsland – The Netherland
Tel. +31 562 448 448 - Fax: +31 562 449 087
Registration no.: 41005122
TVA Number: NL 803778302.B01
Represented by: Marelle Van Rongen
Hereafter referred to as “The Contributor 7 META”

Position: General Manager

and

UZ LTD
Address: 228-230 The Briggait
141 Bridgegate
Glasgow G1 5HZ – The United Kingdom
Tel: 0044 141 559 4910
Registration no.: 153361
Intra-UE VAT number: GB 124167925
Represented by Neil Butler
Hereafter referred to as “The Contributor 8 META”

Position: Director

Preamble:

This agreement is based on the agreement drawn up between Lieux publics and the European Commission no. 2011 – 0069 / 001 – 001 CU7 MULT7 of 2/05/2011, its appendices and existing and/or future amendments. This agreement concerns the META 2011-2016 project. The IN SITU network is responsible for the META 2011-2016 project, which Lieux publics is the Project leader.

It is agreed that:

Article I. OBJECT

The parties are joined by the present agreement with the aim of producing the following show:

Title of the production: **HOPPart: Scale 1:5**

Artistic direction: **Tamás Herczeg**

Initials:

Agreement on production aid

The production of the show began on the 1st of January 2012 in Budapest. The Creation Aid has been carried out between the 1st of January and 31st of October 2012. The premiere will take place on the 1st of November 2012 in Prague.

Article II. PRODUCTION BUDGET

The projected production budget is set at € 4,000 (four thousand euros). A detailed copy of this budget can be found in annex 1 of the present agreement and is an integral part thereof.

Article III. OBLIGATIONS OF THE PRODUCER

The Producer will assume the artistic responsibility for the production. As an employer, he will assume responsibility for the payment of the personnel involved with the event, including social and tax contributions. It will, in particular, be his responsibility to request, in good time and where necessary for minors and foreign artists appearing in the event, the work permits from the relative authorities. The Producer will also be bound to insure against all risks all objects belonging to him or his personnel.

It is the responsibility of the Producer to draft the following documents in accordance with the forms in use within the IN SITU network:

- + The identification form
- + The artistic project
- + The forward budget and schedule for the production of the show enclosed with this contract in annexes 1 and 2, dated and signed by the partners, balanced to the sum of € 4,000.

The Producer is responsible for supervising the administration and application of the forward budget in compliance with the usual management rules.

The Producer undertakes to take all necessary measures to ensure that all provisions stipulated in the present agreement are respected and that no contrary provision restricts the realisation and scope thereof.

The Producer undertakes to communicate to the META Contributors all information concerning the progress of the production and the corresponding budgets. In particular, he undertakes to provide:

- + The budget of production, realised on the 31st of October 2012.
- + Invoices to META Contributors with the mention "Artistic activity / Creation Aid Fund – Shared cities" for the performance *HOPPart Scale 1:5* with all vouchers (travels, local transport, subsistence, miscellaneous, traduction, wages if necessary)
- + An assessment of the creation.

Finally, the Producer undertakes to inform the Referent producer of any subsequent dates on which the show is programmed, as well as the approximate number of spectators per date until 30th April 2016.

ARTICLE IV. OBLIGATIONS OF THE REFERENT PRODUCER

Čtyři dny is responsible for the artistic monitoring of the production. He is the Referent of this show towards the IN SITU network and will be the between the network and the Producer. This responsibility implies specific advisory and appraisal work with the Producer during the entire production period.

In particular, Čtyři dny must:

- + Ensure the realisation and quality of the project of the company, respecting the artistic objectives defined by the members of the IN SITU network
- + Convey to the Project Leader all documents he could ask him in connection with the creation
- + Make artistic proposals during the production of the Producer's project
- + Inform the members of the IN SITU network as to the progress of the Producer's project
- + Ensure the correct implementation of the Producer's production budget and report on its implementation to all members of the IN SITU network.

Agreement on production aid

Article V. CONTRIBUTIONS

To facilitate the expenditure provided for in the projected budget, the parties agree to make the following contribution:

- + **Čtyři dny**, as META Contributor:
 - o Financial contribution: € 500 (five hundred euros) for the accounting year 2012.
- + **Arge La Strada**, as META Contributor:
 - o Financial contribution: € 500 (five hundred euros) for the accounting year 2012.
- + **Københavns Internationale Teater**, as META Contributor:
 - o Financial contribution: € 500 (five hundred euros) for the accounting year 2012.
- + **Košice – European Capital of Culture 2013, n.o.**, as META Contributor:
 - o Financial contribution: € 500 (five hundred euros) for the accounting year 2012.
- + **Lieux publics – Centre national de création**, as META Contributor:
 - o Financial contribution: € 500 (five hundred euros) for the accounting year 2012.
- + **Provinciaal Domein Dommelhof**, as META Contributor:
 - o Financial contribution: € 500 (five hundred euros) for the accounting year 2012.
- + **Stichting Terschellings Oerol Festival**, as META Contributor:
 - o Financial contribution: € 500 (five hundred euros) for the accounting year 2012.
- + **UZ LTD**, as META Contributor:
 - o Financial contribution: € 500 (five hundred euros) for the accounting year 2012.

The META Contributors cannot be held responsible for a production budget deficit.

The Producer may draw up agreements with other partners, after consulting the META Contributors, in order to reduce its production costs.

Article VI. METHODS OF PAYMENT AND PAYMENTS SCHEDULE

The payment of the sums quoted above will be effected in the following manner:

- + **Čtyři dny** will pay the Producer the sum of:
 - o € 500 (five hundred euros) on the **10th November 2012** at the latest, corresponding with 0,66% of its contribution to META.
- + **Arge La Strada** will pay the Producer the sum of:
 - o € 500 (five hundred euros) on the **10th November 2012** at the latest, corresponding with 0,18% of its contribution to META.
- + **Københavns Internationale Teater** will pay the Producer the sum of:
 - o € 500 (five hundred euros) on the **10th November 2012** at the latest, corresponding with 0,22% of its contribution to META.
- + **Košice – European Capital of Culture 2013, n.o.** will pay the Producer the sum of:
 - o € 500 (five hundred euros) on the **10th November 2012** at the latest, corresponding with 0,66% of its contribution to META.
- + **Lieux publics – Centre national de création** will pay the Producer the sum of:
 - o € 500 (five hundred euros) on the **10th November 2012** at the latest, corresponding with 0,12% of its contribution to META.
- + **Provinciaal Domein Dommelhof** will pay the Producer the sum of:
 - o € 500 (five hundred euros) on the **10th November 2012** at the latest, corresponding with 0,22% of its contribution to META.

Agreement on production aid

- + **Stichting Terschellings Oerol Festival** will pay the Producer the sum of:
 - o € 500 (five hundred euros) on the 10th November 2012 at the latest, corresponding with 0,18% of its contribution to META.
- + **UZ LTD** will pay the Producer the sum of:
 - o € 500 (five hundred euros) on the 10th November 2012 at the latest, corresponding with 0,22% of its contribution to META.

These payments will be made to the order of **Ginger és Fred Alapítvány** by bank transfer to the following account:

Name of account holder: Ginger és Fred Színházművészeti Alapítvány
Bank: Budapest Bank Nyrt.
Domiciliation: H-1126 Budapest, Királyhágó tér 18.
International account number (IBAN): HU95-1010-0792-5846-7800-0100-0005
Swift code: BUDAHUHB

The support of the European Commission - which allows the existence of the IN SITU network - lies outside the field of application of value added tax (VAT), and therefore the Creation Aid, object of this agreement, is not subject to VAT.

Article VII. SUBSEQUENT RIGHTS

The Contributors agree to decline all rights concerning the subsequent exploitation of the show.

Article VIII. PUBLICITY - DIFFUSION

The Producer undertakes to respect the items of the IN SITU graphic chart, appended to the present contract (Annex 3) and which is an integral part thereof. It defines the obligatory stipulations and the manner in which they are to be presented on different information and communication documents, and the logos of the network and of the European Commission ("Culture" programme). In particular, he should include the following text on all information and communication materials concerning the production or exploitation of the event:

"Scale 1:5 has received a Creation aid by the IN SITU network, in the frame of the META project. The co-producers are: Čtyři dny (Prague, Czech Republic), La Strada (Graz, Austria), Københavns Internationale Teater (Copenhagen, Denmark), Košice 2013 (Košice, Slovakia), Lieux publics (Marseilles, France), Provinciaal Domein Dommelhof (Neerpelt, Belgium), Terschellings Oerol Festival (Terschelling, The Netherlands), UZ Arts (Glasgow, the United Kingdom). This project has been funded with support from the European Commission (DGEAC – Culture programme)"

This article applies as of right to any future exploitation of the production subject to the present agreement. The producer is responsible for ensuring that it is applied correctly by any programmers and partners.

The META Contributors have the right to take, or have taken, any pictures of the work in residence and/or the productions for their communication needs.

The META Contributors undertake to inform the Producer of any information concerning him used in the communication media of the IN SITU network and the META project (web site, brochure, press dossier, activity appraisal) and of the members of the network (communication files; activity appraisals; press dossier; web site; etc.)

Article IX. TERMINATION OF THE CONTRACT

The present contract will be suspended or terminated as of right and without compensation of any sort in any event recognised as force majeure by law and jurisprudence.

The interruption of the production of the event, which is the subject of the present contract, would cause its termination as of right. Any termination resulting from one of the parties would oblige the defaulting party to pay the other parties compensation calculated according to the costs effectively engaged by the latter.

Agreement on production aid

Article X. JURISDICTION

In the event of a dispute relating to the interpretation or application of the present contract, the parties agree to accept the judgement of the court in which jurisdiction is situated the head office of Lieux publics, after all out-of-court methods have been explored. In the event of legal dispute, only the French language version of this contract is valid.

Signed in Prague on 31st October 2012, in nine original copies.

The Producer (*)

The IN SITU network:

The Contributor 1 META, **Čtyři dny** (*)

The Contributor 2 META, **Arge La Strada** (*)

The Contributor 3 META, **København Internationale Teater** (*)

The Contributor 4 META, **Košice – European Capital of Culture 2013, n.o.** (*)

Initials:

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Agreement on production aid

The Contributor 5 META, **Lieux publics – Centre national de création (*)**

The Contributor 6 META, **Provinciaal Domein Dommelhof (*)**

The Contributor 7 META, **Stichting Terschellings Oerol Festival (*)**

The Contributor 8 META, **UZ LTD (*)**

Agreement on production aid

(*)Please write "Read and approved" before the signature and initial each page.

List of Annexes to be signed:

1. Projected creation budget
2. Projected calendar of production
3. Graphic Chart

Initials:

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