

122HL0805

## WORK CONTRACT AND LICENSE AGREEMENT

concluded pursuant 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

**Contractor:** ICE ART Sp. z o.o.  
Kleczkowska 33 A (47), 50-227 Wroclaw, Poland  
Represented by:  
Bank details: BANK ZACHODNI WBK S.A.  
NIP: PL 894-00-06-592  
IBAN: PL 85 1090 2457 0000 0001 0797 0138  
SWIFT: WBK PPL PP  
(Hereinafter as the „Contractor“)

### I. SUBJECT OF THE CONTRACT

1. The Contractor is obliged to create a work for Organization, which is specified in Article II. of this Contract (hereinafter referred to as the "Work") within the project "The end of the World... or Big countdown" and to grant license for individual usage of the Work.
2. The Organization is obliged to pay the remuneration to the Contractor for duly created and submitted Work according to Article III. Paragraph 1 of this Contract.

### II. THE WORK

1. The Contractor is obliged to create the Work for the Organization duly and in agreed time.
  2. The Contractor declares that it 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. The Contractor is obliged to create the Work in accordance with Organization's aims and functions.
  4. For the purposes of this Contract the Work is: artistic sculptures, which will be placed at Hlavná Street Košice within the project "The end of the World... or Big countdown".
- fnh

5. The Contractor is obliged to submit the Work which is consisted of: artistic sculptures (workshop of authors who will be creating the sculptures in public at the Hlavná Street Košice).
6. The Contractor is obliged to submit the Work to the Zuzana Pacáková and Peter Sokol, who are persons responsible for the project, within 21<sup>st</sup> December 2012 personally.
7. The Work is submitted after submitting all parts of the Work at the moment specified in Paragraph 6 of this Article.
8. 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 Contractor is entitled to remuneration in the total amount of 2000.- € (in words: "two thousand Euros") (hereinafter as "**Remuneration**"). Remuneration includes all costs related to the Work.
2. Remuneration will be paid within 10 days of the signing of the Contract. The Organization will pay Remuneration by bank transfer to the Contractor's bank account specified in this Contract.

### **IV. RIGHTS AND DUTIES OF THE CONTRACTING PARTIES**

1. The Contractor's rights and duties:
  - a) The Contractor is obliged to create the Work itself, at its own expenses, at its own risk, within the agreed period of time,
  - b) The Contractor is obliged to keep in secret all facts, the Contractor got knowledge about, during the realization of the subject of the Contract, even after the termination of the Contract,
  - c) The Contractor is obliged to remove all deficiencies that could hinder the use of the Work,
  - d) The Contractor is entitled to Remuneration in the amount according to the Article III. of this Contract. If the Contractor does not submit the Work under the conditions agreed in this Contract, the Organization has the right to conventional fine in the amount of the Remuneration.
  - e) The Contractor is obliged to realize the subject of the Contract economically and in agreed time specified in the Article II. of this Contract,
  - f) The Contractor is obliged to inform the Organization about progress and realization of the Work continuously and on request of the Organization,
  - g) The Contractor is obliged to cooperate with the Organization and respect its instructions,
  - h) The Contractor is obliged to create the Work with due care and according to agreed terms,
  - i) The Contractor 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) The Contractor is obliged to remove defects of the Work and implement the Organization's instructions immediately,
  - k) The Contractor is obliged to create the Work itself, on its own behalf, and at its own risk.
2. Organization's Rights and duties:
  - a) The Organization is obliged to pay the Remuneration according the terms and conditions of the Contract,

- b) The Organization undertakes to provide accommodation in the Košice from December 17<sup>th</sup> 2012 to December 18<sup>th</sup> 2012, it is one night. The Organization undertakes to provide all conditions needed for creation of the Work, especially sanitation conditions, drinking regime and all-day refreshments consisted of the breakfast, cold lunch and cooked dinner for two days. The Organization undertakes to provide two heated lockable dressing rooms near to the place of the realization of the Work and minimum three parking places.
- c) If the Organization finds a defect of the Work, the Organization is obliged to inform the Contractor about this defect immediately,
- d) The Organization is obliged to inform the Contractor about all information, which can be useful for the Contractor.

#### **V. DEFECT OF THE WORK**

- 1. If the Work will have reparable defect, the Organization is entitled to return the Work for reparation and to specify a time for reparation the Work.
- 2. If the defects will not be corrected, the Organization is entitled to withdraw from the Contract.

#### **VI. LICENSE**

- 1. The Contractor grants the Organization 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 as the "Copyright Act"), mainly for:
  - a) public display of the Work,
  - b) editing and finalization of the Work
  - c) public performance of the Work,
  - d) the communication to the public of the Work.
- 2. The license is granted in an unlimited extent and for unlimited area.
- 3. The license granted by this Article of the Contract applies also to the parts of the Work.
- 4. The Contractor grants the license according to this Article of this Contract free of charge.
- 5. The Contractor grants the license to the Organization for an undefined period according to the duration of the author's ownership rights in accordance with § 21 of the Copyright Act.
- 6. The Contractor grants to the Organization exclusive license pursuant to this Contract. The Contractor is not entitled to grant license to the third person for any usage of the Work and and the Contractor must refrain from using the Work in any way.
- 7. Upon the dissolution of a legal entity to which a license has been granted, rights and duties arising from this Contract pass onto its successor -in-title.
- 8. The Contractor agrees that the Organization is entitled to grant license to other person.
- 9. The Contractor declares that all rights protected by the Copyright Act have been settled with authors and the Contractor is entitled to grant license in accordance with this Article.

#### **VII. FINAL PROVISIONS**

- 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 Contractor.
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.....3.12.2012.....

On behalf of the Organization:

On behalf of the Customer:

  
Košice - Európske  
hlavné mesto kultúry 2013, n.o.  
Kukučínova 2. 040 01 Košice  
37871  
**Košice - European Capital  
of Culture 2013, n.o.**  
Ing. Ján Sudzina, director

  
**ICE ART Sp. z o.o.**  
.....