

122ML 0636

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

Author: Élise Morin
39 rue de Valenciennes, 75015 Paris, France
Date of Birth: 8.8.1978
Number of passport: 07AY66198
Bank details: Société Générale
IBAN: FR76 3000 3033 5300 0508 6032 037
BIC/SWIFT: SOGEPFRP
Email: elise.morin@mac.com
(Hereinafter as the „Author“)

I. SUBJECT OF THE CONTRACT

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

II. THE WORK

1. Author is obliged to create the Work for Organization duly and in agreed time.
2. Author declares that he 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. Author is obliged to create the Work in accordance with Organization's aims and functions.
4. For the purposes of this Contract the Work is: design of dimensional light installation called „Water Carrier“ placed in area of millrace between hotel Yasmin and hotel Rokoko, which are placed in Košice as a part of the event „Biela noc“ ("White night") which will be held on 6th October 2012 from 7:00 PM to 1st of December 2012.

5. Author is obliged to create and submit the Work which is consisted of: complete creative design and draft of four single circle objects made from wood and fixed by iron bars. In the different parts of wooden structures are glass tubes filled by colored water.
6. Author is obliged to submit the Work to the Zuzana Pacáková - curator of the event "White night", within 26th September 2012, 12:00 PM, personally or by post office to the address: Trieda SNP 48/A, 040 11 Košice.
7. The Work is submitted after submitting the each part of the Work at the moment specified in Paragraph 6 of this Article.
8. Organization is entitled to ask the Author to adjust the Work or its part within 7 days of the Work submission. Author is obliged to adjust the Work without any delay according to instruction of Organization, but no later than 3 days.
9. 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 Author is entitled to remuneration in the total amount of 1120,- EUR (hereinafter as "**Remuneration**"). Remuneration includes all costs related to the Work.
2. Remuneration will be paid within 30 days of the submission of the Work. Organization will pay Remuneration by wire transfer to the Author's bank account specified in this Contract.

IV. RIGHTS AND DUTIES OF CONTRACTING PARTIES

1. Author's Rights and duties:
 - a) The Author is obliged to create the Work himself/herself, at his/her own expenses, at his/her own risk, within the agreed period of time,
 - b) Author is obliged to keep in secret all facts, he/she got knowledge about, during the realization of the subject of the Contract otherwise he/she is obliged to compensate the Organization for damage, which the Organization suffered due to the breach of this duty. Contracting parties have agreed that the duty to keep in secret all facts lasts without restriction even after the expiration of the Contract,
 - c) Author is obliged to remove all deficiencies that could hinder the use of the Work,
 - d) Author is entitled to Remuneration in the amount according to Article III. of this Contract after duly creation and submission of the Work,
 - e) Author is obliged to realize the subject of the Contract economically and in agreed time specified in Article II. of this Contract,
 - f) Author is obliged to inform the Organization about progress and realization of the Work continuously and on request of the Organization,
 - g) Author is obliged to cooperate with the Organization and respect its instructions,
 - h) Author is obliged to create the Work with due care and according to agreed terms,
 - i) Author 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) Author is obliged to remove defects of the Work and implement the Organization's instructions immediately,

- k) Author is obliged to create the Work himself/herself, on his/her own behalf, and at his/her own risk.
- 2. Organization's Rights and duties:
 - a) Organization is obliged to pay Remuneration according the terms and conditions of the Contract,
 - b) If the Organization finds a defect of the Work, Organization is obliged to inform Author about this defect immediately,
 - c) The Organization is obliged to inform the Author about all information, which can be useful for Author.

V. DEFECT OF THE WORK

- 1. If the Work will have irreparable defect and/or the Work will not meet requirements accordance with terms of this Contract, the Organization is entitled to withdraw from the Contract.
- 2. 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.
- 3. If the defects will not be corrected, the Organization is entitled to withdraw from the Contract.
- 4. The Organization is entitled to withdraw from this Contract without stating the reason.

VI. LICENSE

- 1. The Author 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) the making of copy of the Work,
 - c) the distribution of the original of the Work or of a copy thereof to the public by sale or any other form of transfer of ownership,
 - d) the distribution of the original of the Work or of a copy thereof to the public by rental or lending,
 - e) transformation and adaptation of the Work,
 - f) the inclusion of the Work into the collection,
 - g) public performance of the Work,
 - h) editing and finalization 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.
- 3. The Author grants the license according to this Article of this Contract free of charge.
- 4. The Author grants the licence 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.
- 5. The Author grants to the Organization exclusive licence pursuant to this Contract. Author is not entitled to grant license to the third person for any usage of the Work and and he/she must refrain from using the Work in any way.
- 6. 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.
- 7. The Author agrees that the Organization is entitled to grant license to other person.

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 Author. 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.
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.....^{5.10.}

Organization:

Košice - Európske
hlavné mesto kultúry 2013, n.o.
Kukučínova 2, 040 01 Košice

Košice – European Capital
of Culture 2013, n.o.
Ing. Ján Sudzina, director

Author:

Élise Morin

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