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## WORK CONTRACT AND LICENSE AGREEMENT

concluded pursuant to § 536 and following provisions of the Act No. 513/1991 Coll., the Commercial Code, as amended and pursuant to § 44 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 referred to as the „Organization“)

and

**Contractor:** For Use  
Represented by: Christoph Katzler  
Canisiusg. 13 /16, 1090 Wien, Austria  
IBAN: AT85 3207 3000 0007 6661  
BIC / SWIFT: RLNWATWWBRL  
Account number: 76.661  
Bank code: 32.073  
Bank details: Raiffeisenkasse Bruck/L.  
VAT: ATU 44974202  
(Hereinafter referred to 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 "Opening Ceremony Košice - European Capital of Culture 2013" (hereinafter referred to as the "Project") 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: The Work called „Tape“, which is consisted from tape. The Tape will be stretched across the hall of the University Library of the Technical University Košice, Boženy Nemcovej 7, 040 02 Košice,. The foil must give the impression of translucent spider webs.
5. The Contractor is obliged to create the Work from January 13<sup>th</sup> 2013 to January 18<sup>th</sup> 2013 in the hall of the University Library of the Technical University Košice, Boženy Nemcovej 7, 040 02 Košice. The Michal Štofa is coordinator of the Project, who is responsible for the visual art section and he will be provide supervision of the Work creation.
6. The Work is submitted after its creation at the moment specified in Paragraph 5 of this Article in the presence of the Michal Štofa.
7. The Organization has the right to ask the Contractor for the modification of the Work within 2 days after the submission of the Work to the Organization. The Contractor is obliged to adapt the Work or its part in accordance with the instructions of the Organization immediately, but not later than 1 calendar day.
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 12,000.- € without VAT (hereinafter as „**Remuneration**“). Remuneration includes all costs related to the Work.
2. The Remuneration will be paid within 30 days after the creation of the Work. 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 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 entitled to the Remuneration in the amount according to the Article III. of this Contract.
  - d) The Contractor is obliged to realize the subject of the Contract economically and in agreed time specified in the Article II. of this Contract.
  - e) The Contractor is obliged to inform the Organization about progress and realization of the Work continuously and on request of the Organization.
  - f) The Contractor is obliged to cooperate with the Organization and respect its instructions.
  - g) The Contractor is obliged to create the Work with due care and according to agreed terms.
  - h) The Contractor guarantees that the Work can carry five people at the same time under normal circumstances.
  - i) The Contractor does not guarantee the protection of the Work against the fire.
  - j) 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.
2. Organization's Rights and duties:



- a) The Organization is obliged to pay the Remuneration according the terms and conditions of the Contract.
- b) If the Organization finds a defect of the Work, the Organization is obliged to inform the Contractor about this defect immediately.
- c) The Organization is obliged to inform the Contractor about all information, which can be useful for the Contractor.
- d) The Organization undertakes to provide accommodation in the Košice, Hotel Yasmin, Tyršovo nábrežie 1, Košice from January 12<sup>th</sup> 2013 to January 20<sup>th</sup> 2013.
- e) The Organization undertakes to provide 5 people who will be help and assist to the Customer with Work installation from January 13<sup>th</sup> 2013 to January 18<sup>th</sup> 2013.
- f) The Organization is obliged to insure guards who control the movements of people inside the Work and examine the technical conditions of the Work before people go inside. The Contractor instructs the guards how to examine the installation.
- g) The Organization guarantees that visitors can enter the Work at normal opening hours.

#### V. DEFECT OF THE WORK

1. If the part of the Work has an irreparable defect or fails to meet conditions agreed in this Contract, the Organization has the right to withdraw from this Contract.

#### VI. SUBLICENSE

1. The Contractor grants the Organization sublicense 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) transformation of the Work,
  - b) editing and finalization of the Work,
  - c) public performance of the Work.
2. The sublicense is granted in an unlimited extent and for unlimited area.
3. The sublicense granted by this Article of the Contract applies also to the parts of the Work.
4. The Contractor grants the sublicense free of charge.
5. The Contractor grants the sublicense 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 sublicense pursuant to this Contract. The Contractor is not entitled to grant sublicense to the third person for any usage of the Work and the Contractor must refrain from using the Work in any way.
7. Upon the dissolution of a legal entity to which a sublicense has been granted, rights and duties arising from this Contract pass onto its successor -in-title.
8. The Contractor declares that all rights protected by the Copyright Act are settled with the authors and the Contractor is entitled to grant sublicense in accordance with this Article.

#### VII. FINAL PROVISIONS

1. The Contract comes into force on the day of its signing by both contracting parties and it comes 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.

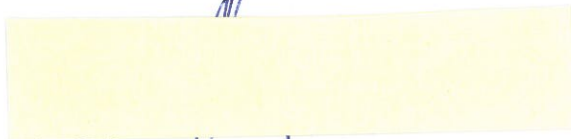




2. Legal relations not expressly governed by the Contract are governed by relevant provisions of the Copyright Act, the Act No. 513/1991 Coll. Commercial Code, as amended and other generally binding legal regulations of the Slovak Republic.
3. The Contract is made in two counterparts, of which 1 counterpart will be given to the Organization and 1 counterpart to the Contractor. This Contract is made in the Slovak and English version. The contracting parties agreed that in the case of linguistic irregularity, the Slovak version of this Contract prevails.
4. All disputes arising from this Contract shall be solved at the competent courts of the Slovak republic.
5. 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.

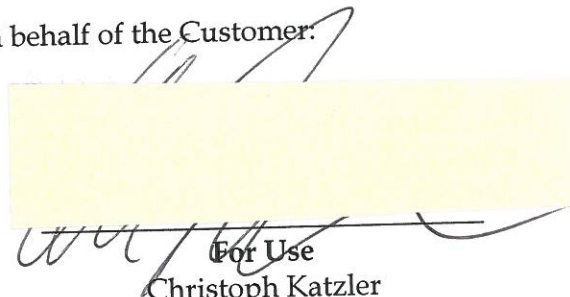
In Košice, on 25/03/2013

On behalf of the Organization:



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

On behalf of the Customer:



For Use  
Christoph Katzler