

**WORK CONTRACT AND LICENSE AGREEMENT**

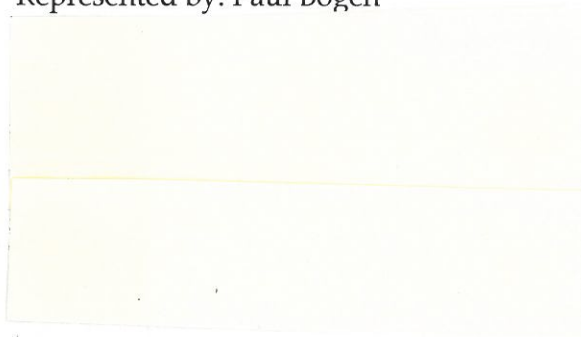
concluded pursuant to § 39 and § 40 and following provisions of the Act No. 618/2003 Coll., the Copyright and Rights Related to Copyright, as amended (Hereinafter referred to as the "Contract")

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:** Olivearte Ltd.  
 Represented by: Paul Bogen



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(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 "Audience development" in 5<sup>th</sup> of May 2013 to 30<sup>th</sup> of October 2013 for lecturing workshops and mentoring.
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: lecturing workshops and mentoring in duration of need of Contractor, which will be scheduled from 5<sup>th</sup> of May 2013 to 31<sup>th</sup> of October, in agreed dates from 8:00 p.m. to 16:00 p.m. during the project "Audience development" (hereinafter referred to as the "Work").
5. The Work is submitted after submitting all parts of the Work at the moment specified in Paragraph 6 of this Article.
6. 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 **4620.- € netto** (hereinafter as "Remuneration"). Remuneration includes all costs related to the Work.
2. Contracting parties have agreed that the Contractor is obliged to provide travel costs and accommodation.
3. The Remuneration will be paid within 30 days after the submission of the Contract to the Organization. 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 for 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) 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 the Contractor about all information, which can be useful for the Contractor.

#### **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.
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 in accordance with the point 2. of this Article, the Organization is entitled to withdraw from the Contract.
4. The Organization has the right to withdraw from this Contract without giving a reason.

#### **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) make a copy of the Work,
  - b) distribute the original fixation of the Work or copy thereof to the public by sale or any form of transfer of ownership
  - c) distribute the original fixation of the Work or a copy thereof to the public by rental or lending,
  - d) transformation of the Work,
  - e) editing and finalization of the Work,
  - f) public performance of the Work,
  - g) 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, which is 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 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.

#### **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. 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, on 25/4/2013

On behalf of the Organization:

The Customer:



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

**Paul Bogen**