

Works Provisioning Contract and License Agreement

concluded pursuant to Section 39 and 40 and following provisions of Act No. 618/2003 Coll.
the Copyright Act, as amended

**Article I.
Contracting Parties****Ordering Party:**

Košice – Európske hlavné mesto kultúry 2013, n. o.

with registered office at Kukučínova 2, 040 01 Košice, Slovak Republic

Company ID: 35583461

Statutory body: Ing. Ján Sudzina, Director

Financial institution: Prima banka Slovensko a.s.

Account no.: 0558235001/5600

(Hereinafter only "**Ordering Party**")

and

Author:

Name: *Miyo Okada*

Address:

Date of birth:

ID number:

(Hereinafter only "**Author**")

(Hereinafter collectively only "Contracting Parties").

**Article II.
Subject of the contract**

1. The Subject of this Contract is the duty of the Author to create and present the work for the Ordering Party in the form of conference "Shared Cities" on 23rd-24th May 2013 for cca 20 min (hereinafter only "**Work**"). The meeting will be held in Košice in the "White Noise" on Námestie Osloboditeľov.
2. The Author undertakes to complete the subject of the Contract pursuant to section 1 of this Article free of charge.

**Article III.
Location and Time of Fulfilment of the Subject of the Contract**

1. The Contracting Parties have agreed that the Author will fulfil the subject of this Contract at the time and location pursuant to Article II, section 1 herein.
2. The Ordering Party is entitled to change the time and location of fulfilment of the subject of this Contract one-sided.

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Article IV.
Duties of the Contracting Parties

1. The Author undertakes:
 - 1.1 To create the Work in person and with professional care at its own cost and the risk;
2. The Ordering Party undertakes:
 - 2.1 To provide necessary cooperation, in particular all necessary reference materials, information and directions in the interests of the full completion of the subject of the Contract pursuant to Article II, Point 1 herein;
 - 2.2 To secure accommodation for the author and compensate the author for incurred travel expenses within 15 days from the submission of all original receipts, travel and other records.

Article V.
The Work

1. If the Author creates the work while fulfilling the subject of the contract, for example literary work, which could be qualified as the work according to Act No. 618/2003 Coll. Copyright Act as amended (hereinafter as" **Copyright Act**"), the relevant provisions of the Copyright Act shall be applied.
2. The Author grants to the Ordering Party licence for individual usage of the work for each known usage according to Section 18 paragraph 2 of the Copyright Act, mainly in following extent:
 - a) the making of copy of the Work,
 - b) 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,
 - c) the distribution of the original of the Work or of a copy thereof to the public by rental or lending,
 - d) transformation, translation and adaptation of the Work,
 - e) the inclusion of the Work into collection
 - f) public display of the Work,
 - g) the communication to the public of the Work.
3. The licence granted by Author to the Ordering Party pursuant to this Contract is granted in an unlimited extent, on an indefinite period and for unlimited area.
4. The license granted under this Article of this contract also applies to each individual parts of the Work.
5. The Author grants the license according to this Article of this contract free of charge.
6. The Author grants the Ordering Party approval to grant third person authorization to use the work in extent of licence granted to him and to assign the licence
7. The Author grants to the Ordering Party exclusive licence pursuant to this Contract. The Author is not entitled to grant to third party any licence and is obliged to refrain from use of the work in any way by himself.
8. 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 .

Article VI.
Artistic performance

1. If the Author creates the artistic performance while fulfilling the subject of the contract according to the Copyright Act (hereinafter as" **Artistic performance**"), the relevant provisions of the Copyright Act shall be applied.
2. The Author grants to the Ordering Party license for each known usage of the Artistic performance according to Section 63 paragraph 2 of the Copyright Act, mainly in following extent: the communication to the public of non-recorded Artistic performance, the making of original and copy of a record of the Artistic performance and to the public over an electronic communications network (Internet).
3. The licence granted by Author to the Ordering Party pursuant to this Contract is granted in an unlimited extent, on an indefinite period and for unlimited area.
4. The Author grants to the Ordering Party exclusive licence pursuant to this Contract. The Author is not entitled to grant to third party any licence and is obliged to refrain from use of the work in any way by himself.
5. The Author grants the Ordering Party approval to grant third person authorization to use the work in extent of licence granted to him and to assign the licence
6. The Author grants to the Ordering Party exclusive licence pursuant to this Contract. The Author is not entitled to grant to third party any licence and is obliged to refrain from use of the work in any way by himself.
7. The Author grants the license according to this Article of this contract free of charge.

VII.
Specific Agreements

1. The Author affirms that it has not concluded any other contract that could threaten the creation of the works pursuant to this Contract following signature of this Contract.
2. The Author undertakes to respect the organizational instructions from the Ordering Party and to fulfil all additional Ordering Party requirements including adherence to legal regulations related to occupational health and safety.
3. The Author undertakes to inform the Ordering Party immediately with regards to any facts that could impact the creation of the works in an agreed manner and in the defined scope.
4. The Author following the fulfilment of the subject of this Contract is obliged to return all reference materials, notes, proposals and other documents related to the completion of the works to the Ordering Party which have been provided by the Ordering Party for this purpose.
5. The Author undertakes to maintain confidentiality with regards to all facts that it becomes aware of in connection with the execution of the subject of this Contract; in the opposite case the Author is obliged to compensate the Ordering Party for all damages that occur in connection with a breach of this provision. The Contracting Parties have agreed that the duty to maintain confidentiality with regards to all facts that it becomes aware of in connection with the execution of the subject of this Contract remains in place even following the expiration of this Contract.
6. The Contracting Parties have agreed that if the presentations specified in Article II, Point 1 herein are cancelled due to barriers on the part of the Author then the Author is not entitled to the remuneration agreed in Article III, Point 2 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 arise to the Ordering Party to secure its participation in the conference. This in no way affects any rights to damage compensation.

VIII.

Duration of the Contract

1. The licences granted under this Contract survives the term of this Contract.
2. The Contracting Parties can repudiate this contract in written for reasons which not allowed them to fulfil the subject of this contract, mainly in the circumstances of force majeure (force majeure) or disease. The Contract lapses on the date a written notice is delivered to the other Contracting Party.
3. The Contracting Parties can terminate the Contract via written agreement.

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. This Contract can only be altered or amended in the form of an addendum following the agreement of both Contracting Parties.
3. If any of the provisions of this Contract are invalid, such invalidity does affect the entire Contract; rather only the specific provisions are affected.
4. Legal matters that are not defined herein are subject to the appropriate provisions of the Commercial Code, the Copyright Act and other generally binding legal regulations of the Slovak Republic.
5. 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.
6. This Contract has been completed in two copies, both with original validity, and one copy will be retained by both Contracting Parties. 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.

In Košice Dated 23.5.2013

Ordering Party: m

Director

In Košice Dated May. 24th, 2012

Author: