

## Contract of Artist's Residence

concluded according to § 51 of the Act No. 40/1964 Coll., the Civil Code, as amended


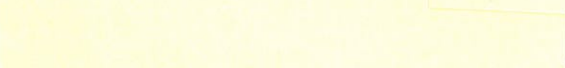
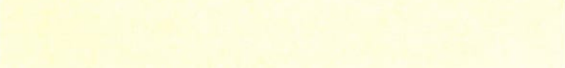
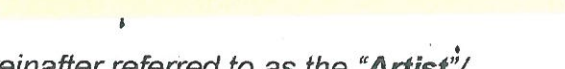
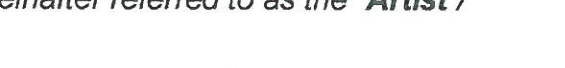

*Hereinafter referred to as the "Contract"/*

### Article I CONTRACTING PARTIES

- 1. Organization:** **European Capital City of Culture Košice 2013, non-profit organization (Európske hlavné mesto kultúry Košice 2013, n.o)**  
 Registered office: Kukučínova 2, 040 01 Košice, Slovak Republic  
 ID No.: 35583461  
 Represented by: Ing. Ján Sudzina, director  
 Bank: Prima banka Slovensko a.s.  
 Account No.: 0558235001/5600


*Hereinafter referred to as the "Organization"/*

**and**

- 2. Artist:** Name and address: Roos van Dijk  
 Add:   
 ID N:   
 Ban:   
 Acc:   
 BIC:   
 IBAN: 

*Hereinafter referred to as the "Artist"/*

### Article II PURPOSE AND SUBJECT MATTER OF THE CONTRACT

1. The purpose of the Contract is to arrange mutual rights and obligations of contracting parties related to the Artist's participation in a residential stay from 1<sup>st</sup> of September 2013 until 30<sup>th</sup> of November 2013 in Košice with an aim to:
  - a) support creativity of invited and sent artists,
  - b) stimulate the art scene in Košice, in the region of Košice and in Slovakia and also the communication with general public, create and strengthen beneficial environment for innovative and contemporary art projects with an international partner within the realized project KOŠICE A.I.R.
2. The subject matter of the Contract is  and the Artist obliges during validity and effectiveness of this Contract:



2. The subject matter of the Contract is and the Artist obliges during validity and effectiveness of this Contract:

- a) to participate in a residential stay in Košice with an aim to provide the activities under Paragraph 1 of this Article and with a focus on the creation of the artwork dealing with the impressions of the residency stay,
- b) to prepare and carry out lectures, projections and presentation for the public,
- c) to prepare the exhibition at the end of the stay where the Artist shall present his/her work done during the residential stay and a result from his/her residential stay,
- d) to promote during the residential stay Košice 2013 project in the form of presenting a Košice 2013 logo during all public events and in the form of distribution of promotional materials supplied by the Organization,
- e) to write a Report of Activities Realized during the Residential Stay. Photo-documentation of the residential stay constitutes a part of the Artist's report.

### **Article III**

#### **RIGHTS AND OBLIGATIONS OF CONTRACTING PARTIES**

1. The Artist undertakes to fulfil the subject matter of the Contract under Article II, Paragraph 2 of the Contract himself and to fulfil the aim of the residential stay under Article II, Paragraph 1, letter a) and b) of this Contract.
2. The Artist undertakes to inform immediately the Organization on any facts that could influence proper realization of the subject matter of the Contract under Article II, Paragraph 2 of the Contract in an agreed way and within an agreed scope or meeting the aim of the residential stay under Article II, Paragraph 1, letter a) and b) of this Contract.
3. The Artist is obligated immediately after fulfilment of the subject matter of the Contract under Article II, Paragraph 2 of the Contract to submit to the Organization a Report of Activities Realized during the Residential Stay under Article II, Paragraph 2, letter e) of the Contract but no later than 7 working days from the termination of the residential stay.
4. The Organization is obligated to cooperate with the Artist and to provide him a necessary collaboration in the interest of a proper fulfilment of the subject matter of the Contract under Article II, Paragraph 2 of the Contract.
5. The Artist has all property rights related to the final work. These property rights are not transferable and rights may not be waived by the Artist, according Section 18 paragraph 5 of Act No. 618/2003 coll., the Copyright Act, as amended (hereinafter "**Copyright Act**"). The Artist grants the Organization license for individual usage of the work under Article IV of the Contract.
6. The organization is obliged to provide accommodation for the Artist in the period from 1<sup>st</sup> of September 2013 until 30<sup>th</sup> of November 2013 in Kosice, at its own expense.
7. The Artist undertakes not to disclose (to keep in secret) all facts which he/she learned during the realization of the subject matter of the Contract, otherwise he/she is obligated to fully compensate the Organization for damage which it suffered due to breach of this duty. The contracting parties have agreed that the duty not to disclose (to keep in secret) all

facts which the Artist learned during the realization of the subject matter of the Contract lasts without any restrictions even after the termination of the Contract.

8. For the breach of the obligations referred to in Paragraph 5 of this article of this Contract, especially in case of breach of confidentiality regarding financial, schedule, relation, personal and communication issues, the Artist undertakes to pay to Organization a penalty in the amount of the agreed remuneration referred to in Article V, Paragraph 1 of this Contract, it means the amount of 1500 €. The Organization is entitled to count the right for penalty towards right for remuneration under Article V, Paragraph 1 of this Contract. The right for compensation of damages is not exempted. The penalty shall be payable within 15 days from the date of dispatch of the proclamation to pay the penalty.
9. The Artist undertakes to specify the origin of the created work during any presentation of the work and specify that the work was created during the residency stay K.A.I.R. Košice Artist in Residence, organized and supported by European Capital City of Culture Košice 2013, non-profit organization and the Ministry of Culture of the Slovak Republic.

#### **Article V.**

#### **REMUNERATION AND PAYMENT TERMS**

1. Contracting parties have agreed that the Artist is entitled to **remuneration** in the total amount of **1500,- EUR** (in words: "one thousand five hundred") for the fulfilment of the subject matter of the Contract under Article II, Paragraph 2 of the Contract and fulfilment of the aim of the residential stay under Article II, Paragraph 1, letter a) and b) of the Contract. Remuneration will be paid in three instalments in each month of the residency within 14 days of the submission of the written request to the Organization that needs to be issued in accordance with the relevant legal acts valid in the Slovak Republic.
2. The Organization undertakes to reimburse the Artist's costs of **travel** in maximum amount of **350,- EUR** (in words: "three hundred fifty Euros") after submitting of tax documents or invoices to the Organization and costs of purchased **material** necessary for fulfilment of the subject matter of the Contract and the obligations following from this Contract in maximum amount of **500,- EUR** (in words: "five hundred Euros") and after submitting of tax documents or invoices to the Organization. The Artist is not entitled for any other reimbursement of the expenses related with the activities and obligations under this Contract.
3. The Artist is obliged to submit to the Organization the tax documents and invoices under Paragraph 2 of this Article latest by the last day of the validity and effectiveness of this Contract. If the obligation of the Artist under previous sentence is fulfilled the Organization undertakes to reimburse the Artist's costs under Paragraph 2 of this Article within a term under Paragraph 1 of this Article. If the Artist does not submit tax documents and invoices under Paragraph 2 of this Article latest by the last day of the

his/her right for the reimbursement under Paragraph 2 of this Article shall be abolished.

#### **Article VI. DURATION OF THE CONTRACT**

The Contract is made for a definite period from 1<sup>st</sup> of September 2013 until 30<sup>th</sup> of November 2013.

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

1. Legal relations not expressly governed by the Contract are governed by relevant provisions of Copyright Act, Act No. 40/1964 coll., Civil Code, as amended and by another generally binding legal acts of the Slovak Republic.
2. The Contract is made in two counterparts, of which 1 counterpart will be given to the Organization and 1 counterpart to the Artist. The Contract is drawn up in English and Slovak version. In the case of differences of interpretation, the Slovak version prevails.
3. Amendments and supplements to the Contract may only be made in the form of written amendments to the Contract signed by both contracting parties.
4. 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 publishment of the Contract on the Organization's website ([www.kosice2013.sk](http://www.kosice2013.sk)). The Artist expressly agrees with the previous sentence.
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.

*Arnhem*  
In Kosice on *18* - *07* - *2013* .....

non-profit organization  
**Ing. Ján Sudzina**  
Director

2013, 