

13 ZML 0856

## WORKS PROVISIONING CONTRACT AND LICENCE AGREEMENT

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

between these Contracting Parties :

**The Ordering Party: Košice - European Capital of Culture 2013, n.o.**  
Registered seat at Kukučínova 2, 04001 Košice, Slovak Republic  
Company ID No.: 35583461  
Statutory body: Ing. Ján Sudzina  
Financial institution: Prima banka Slovensko a.s.  
Account No.: 0558235001/5600  
(hereinafter referred to as the "Ordering Party")

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**The Author: Luca Pulvirenti**  
Address: [REDACTED]  
Date of Birth: [REDACTED]  
Passport No.: [REDACTED]  
Financial institution: [REDACTED]  
Account No.: [REDACTED]  
IBAN: ITC [REDACTED]  
SWIFT/BIC: [REDACTED]  
(hereinafter referred to as the "Author")

### I. THE SUBJECT OF THE CONTRACT

1. The Author undertakes to create a Work of Art which is specified in Article II. of this Contract (hereinafter referred to as the "Work") for the Ordering Party as a part of the project White Night and also to grant the Ordering Party a licence on its use.
2. The Ordering Party undertakes to pay the agreed remuneration to the Author for a duly created and submitted Work in accordance with Article III. point 1 of this Contract.

### II. THE WORK

1. The Author is obliged to create the Work for the Ordering Party duly within the time specified in this Contract.
2. The Author declares that she is aware of the objectives and tasks of the Ordering Party, i.e. in particular the creation, development, protection, restoration and presentation of spiritual and cultural values, education, training and development of physical culture, research and development, scientific and technical services and information services, production and protection of the environment and protection of public health, services in support of regional development and employment.
3. The Author is obliged to create the Work in such a way that it will be thematically consistent with the objectives and tasks of the Ordering Party and that it will adequately portray the Ordering Party.
4. The Work for the purposes of this Contract shall mean a mapping on the façade of State theater, Hlavná ulica, 040 01 Košice.

5. The Author is obliged to submit the Work consisting of video which is projected on the wall - mapping.
6. The Author is obliged to submit the Work to the Ordering Party as a whole, i.e. all its parts at once, not later than the 4<sup>th</sup> of October 2013 (evening) personally to the Project Manager of the Project White Night, Zuzana Pacáková.
7. The Work is considered as submitted after submitting all its parts in accordance with point 6 of this Article.
8. Immediately after the Work has been submitted to the Ordering Party by the Author, the Ordering Party has the right to ask the Author to adjust the Work. The Author is obliged to adjust the Work, or its parts, in Košice in accordance with the instructions of the Ordering Party immediately, but not later than one calendar day after.
9. The Work shall be considered duly fulfilled by its completion and submission within the time and in accordance with the conditions stipulated in this Contract.

### **III. THE REMUNERATION AND THE TERMS OF PAYMENT**

1. The agreed contractual remuneration for the proper execution of the Work is set on the total amount of **1440, - € gross** (in word "one thousand four hundred fourty" euro) which includes all costs associated with the creation of the Work (hereinafter referred to as the "**Remuneration**").
2. The Customer is obliged to pay the Remuneration to the Artist's bank account within 40 days after due Artistic performance.

### **IV. THE OBLIGATIONS OF THE CONTRACTING PARTIES**

1. The rights and duties of the Author:
  - a) The Author is obliged to create the Work at her own expense and risk in the period of time stipulated in Article II. point 6 of this Contract.
  - b) The Author is obliged to ensure that all the information she has learned during the realisation of the Work will remain confidential even after the termination of this Contract, otherwise the Author will be obliged to compensate the damage caused by the breach of this duty to the Ordering Party.
  - c) The Author is obliged to remove all the deficiencies that have arisen and which are or could cause a restriction for the usage of the Work for the agreed purpose.
  - d) The Author has the right to be paid the agreed Remuneration in accordance with Article III. of this Contract. In the case that the Author would fail to submit the Work in accordance with the conditions set by this Contract, the Ordering Party is entitled to a contractual penalty in the amount of the Remuneration set by this Contract.
  - e) The Author is obliged to proceed efficiently when performing the subject of this Contract and adhere to the deadlines stipulated in Article II. of this Contract.
  - f) The Author is obliged to inform the Ordering Party continuously about the continuous procedure and the state of the realisation of the Work. The Author is always obliged to inform the Ordering Party when asked.
  - g) The Author is obliged to cooperate with the Ordering Party, respect his suggestions and in connection with the realisation of the Work the Author is bound by the binding instructions of the Ordering Party.
  - h) The Author is obliged to create the Work with professional care in accordance with the stipulated conditions.
  - i) The Author is obliged to inform the Ordering Party of all the facts essential for the realisation of the Work, particularly the restrictions in connection with the

realisation of the Work, failure to perform duly and the reasons for such a failure and so on.

- j) The Author is obliged to remove the deficiencies, take into account and incorporate the suggestions of the Ordering Party in connection with the Work immediately after being asked by the Ordering Party to do so.
  - k) The Author is obliged to construct the Work personally, on her own behalf and on her own responsibility.
2. The rights and duties of the Ordering Party:
- a) The Ordering Party is obliged to pay the agreed Remuneration in accordance with Article III. of this Contract for duly performed Work.
  - b) The Ordering Party is obliged to ensure the air transport of the Author on the route Catania - Košice and Košice - Bremen in connection with her participation in the Project White night 2013 and with the preparation of the Work.
  - c) The Ordering Party is obliged to ensure accommodation in Košice near the place of installation of the Work in the period from the 3rd of October 2013 until the 6<sup>th</sup> of October 2013, i.e. three nights.
  - d) If the Ordering Party finds a defect in the Work or any other deficiencies in relation to the conditions of the realisation of the Work in accordance with the provisions of this Contract, he is obliged to inform the Author about it immediately.
  - e) The Ordering Party is obliged to convey, provide and ensure all the required information which may help the Author in the creation of the Work.

#### **V. THE DEFECTS OF THE WORK**

1. If the Work, or only its part, has any irremovable deficiencies or does not comply with the conditions stipulated in this Contract, the Ordering Party has the right to terminate the Contract in its entirety.
2. In the case that the Work has deficiencies which are removable, the Ordering Party shall return the Work to the Author for correction in order to remove the deficiencies and he shall also determine a reasonable period of time for their removal.
3. In the case that the deficiencies will not be removed in accordance with point 3. of this Article, the Ordering Party has the right to terminate this Contract in its entirety.
4. The Ordering Party has the right to terminate this Contract without giving reasons for such a decision.

#### **VI. THE METHOD OF USE OF THE WORK AND THE SCOPE OF THE LICENCE**

1. The Author grants a licence to the Ordering Party in this extent:
  - On the basis of this Contract the Author grants consent to the Ordering Party for every known usage of the Work or its individual parts in accordance with Section 18(2) of Act No. 618/2003 of the Coll. the Copyright Act, as amended (hereinafter referred to as the "Copyright Act"), mainly for:
    - a) public exposure of the Work,
    - b) adjustment and finalisation of the Work,
    - c) public execution of the Work,
    - d) public transmission of the Work.
2. The Author grants the licence in an unlimited extent and for an unlimited area.
3. The licence granted in accordance with this Article also applies for the individual parts of the Work.
4. The granted licence is free of charge on the basis of an agreement between the Author and the Ordering Party.

5. The Author grants the licence to the Ordering Party for an unlimited period of time according to the duration of the Author's ownership rights in accordance with Section 21 of the Copyright Act.
6. The granted licence is an exclusive licence. The Author is not allowed to grant the licence to a third person for any way of usage and is obliged to refrain from using the Work in anyway herself.
7. Upon the dissolution of the Ordering Party as a business entity its rights and duties arising from the Contract pass onto its successor.
8. By this Contract the Author grants consent to the Ordering Party to grant consent to a third person for the usage of the Work in the extent of the granted licence.

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

1. This Contract is valid from the day by which both Contracting Parties attach their signature to it and it will come into force on the day following the day of publication of this Contract on the website of the Ordering Party. It is possible to alter or amend this Contract on the basis of an agreement between the Contracting Parties in the form of written amendments numbered in an ascending order.
2. The rights and duties of the Contracting Parties which are not stipulated in this Contract shall be governed by relevant provisions of the Copyright Act and Act No. 40/1964 of the Coll. the Civil Code, as amended, and other generally binding regulations of the Slovak Republic. All disputes arising from this Agreement will be resolved in the competent courts of the Slovak Republic.
3. This Contract is prepared in two original copies, one for each of the Contracting Parties.
4. The Contracting Parties declare that they have read this Contract properly before signing it, they conclude this Contract freely and seriously, they consider it certain and clear and as a sign of consent with its contents they are attaching their signatures.

In Košice, on the

The Ordering Party:



Košice - European Capital of Culture 2013,  
n.o.

The Author:



Luca Pulvirenti