

132ML 0896

WORK CONTRACT AND LICENSE AGREEMENT

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

between following contracting 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: Latcho Divano
Represented by: Mo Abbas
16 quai de Rive-Neuve-130 07 Marseille, France
Credit Cooperatif
Bank account: 41020009118
BIC-/SWIFT-code CCOPFR00XXX
IBAN:FR7642559000314102000911840

(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") 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. For the purposes of this Contract the Work shall mean the preparing of exhibition called Crossed portraits/ "Prekřížené portréty" plus preparing elements of Roma kitchen during the festival Diversity (festival Rozmanitosť) held in the period from 8.10.2013 till 12.10.2013 in building called Foxtrot, Kukučínova 2 in Košice in the frame of project SPOTs (hereinafter referred to as "event").
3. 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 for the remuneration in the total amount of, 302,50.- € (five three hundred and two euros and fifty cents) (hereinafter referred to as "Remuneration"). Remuneration includes all costs related to the Work except the costs set in Article IV, Section 2 Paragraph d,e,) of this Contract.

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2. The Remuneration will be paid within 14 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, within the agreed period of time in the Article II. Section 4. of this Contract.
 - b) The Contractor is obliged to ensure photos from exhibition in Marseille (with translated texts), sound to earphones from web, music from schools used on exhibition, installation and guarding of exhibition till 12. 10. 2013.
 - c) The Contractor is obliged to prepare Provencal soup on Soup Festival on 12. 10. 2013 and judging Soup Festival.
 - d) 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.
 - e) The Contractor is obliged to remove all deficiencies that could hinder the use of the Work.
 - f) The Contractor is entitled to the Remuneration in the amount according to the Article III. of this Contract.
 - g) The Contractor is obliged to realize the subject of the Contract economically and in agreed time specified in the Article II. of this Contract.
 - h) The Contractor is obliged to inform the Organization about progress and realization of the Work continuously and on request of the Organization.
 - i) The Contractor is obliged to cooperate with the Organization and respect its instructions.
 - j) The Contractor is obliged to create the Work with due care and according to agreed terms.
 - k) 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.
 - l) The Contractor is obliged to remove defects of the Work and implement the Organization's instructions immediately.
 - m) 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 Contractor about all information, which can be useful for the Contractor.
 - d) The Organization undertakes to provide accommodation for Latcho Divano members – Laurence Janner, Nicolas Hans-Tartin, Mo Abbas in Hotel Double Tree by Hilton in three bedrooms (3xsingle) on 3. 10. 2013.
 - e) The Organization undertakes to reimburse travel costs on the route Marseille – Košice and back (after receiving following documents plane – boarding passes, train – original travel tickets, car – vehicle registration). Organization will pay

just for fuel based on traveled km and price of fuel/1l) based on the reimbursed form from Contractor.

- f) The Organization is obliged to print portraits of students 3x A3, prepare room for exhibition and sound system.
- g) The Organization undertakes to provide accommodation in Štítová in Košice from 4. 10.-13.10.2013

V. DURATION 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. 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) public display of the Work,
 - b) the communication to the public of the Work.
- 2. The license is granted by Contractor to the Organization pursuant to this Contract is granted in an unlimited extent, on an indefinite period 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 free of charge.
- 5. The Contractor grants the license to the Organization for an undefined period according to the duration of the Contractor's ownership rights in accordance with § 21 of the Copyright Act.
- 6. 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.
- 7. The Contractor agrees that the Organization is entitled to grant sublicense 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. The Contract is made in two counterparts, of which 1 counterpart will be given to the Organization and 1 counterpart to the Contractor.
- 3. Legal relations not expressly governed by the Contract are governed by relevant generally binding legal regulations of the Slovak Republic.
- 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 1. 10. 2013

On behalf of the Organization:



of Culture 2013, n.o.
Ing. Ján Sudzina, director

The Customer:

Latcho Divano
Mo Abbas

