18ZML0091

Contract for the commissioning of a work and licensing contract

Concluded under the provisions of the Civil Code, as amended,
and § 65 et seq. of Act no. 185/2015 of the Copyright Act, as amended

Article I
Contracting parties

CUSTOMER:
Creative Industry Košice, n. o.
Registered office: Kukučínova 2, 040 01 Košice, Slovakia
ID Number: 35583461
VAT Number: SK2022737871
Statutory body: Ing. arch. Michal Hladký, director
IBAN: SK21 5600 0000 0005 5823 5001
BIC: KOMASK2X
(hereinafter referred to as the **"customer"**)

and

SUPPLIER:

Name: Gennady (Gene) Kogan

(hereinafter "**supplier**")

Article II
Subject of the contract

1. The supplier under this contract undertakes to create a work for the customer as part of the project Art & Tech Days 2018 (hereinafter referred to as the **"event"**) in November 2018 as follows:
   - Delivery of the lecture under the title **The Neural Aesthetic** on 22nd November, in Košice within the Art&Tech Conference (part of event)
   - Take part on the Art&Tech Conference on 22nd November.
   - Delivery of the workshop under the title **Machine Learning for artists** on 23rd November, in Košice within the Art&Tech Days 2018
2. The customer undertakes to pay the supplier the agreed remuneration under Article III, point 2, of this contract for fulfilling the subject hereof.
3. The supplier undertakes to ensure that all activities and outputs stated in point 1 of this Article be performed personally by Gennady Kogan, residing at
   born on (hereinafter referred to as the "**Author**").
4. The supplier declares that all copyrights concerning the lecture and workshop have been arranged.

Article III
Remuneration

1. The payment for the services was established in accordance with Act No. 18/1996 on prices, as amended, and with related legislation.

2. The contracting parties have agreed that for the proper and timely execution of the contract in accordance with Art. II, point 1, of this contract the supplier is entitled to remuneration in the amount of **€3200** (in words: "three tousand two hundred Euros"), which includes all costs associated with the activities and outputs stated in Article II, point 1, of this contract excluding travel and accommodation. The Supplier is liable and responsible for all income tax and other eventual taxes and social and/or health insurance payments arising from the reward.
3. Remuneration under this article is the maximum remuneration and it can be changed only with the written consent of both parties, in the form of an amendment to this contract.
4. The supplier agrees to settle all royalty and property claim of the authors for the activities and outputs in terms of specifications under this contract from its own resources as well as the remuneration referred to in point 2 of this Article hereof.
5. The Parties agree that the remuneration in accordance with point 2 of this Article shall be paid to the supplier by bank transfer to the bank account of the supplier referred to in Article I of this contract within 15 days after the subject of the contract has been properly and timely delivered in accordance with Art. II, point 1 hereof.

Article IV
Time and place of fulfilment of the subject of the contract

1. The contracting parties have agreed that the contractor shall perform the subject of this contract in the place and time in accordance with Art. II, point 1, hereof.
2. Change to the time and place of performance of the subject of this contract is made possible by the customer or by mutual agreement of the parties in writing.

Article V
Contractual obligations

1. The supplier undertakes:
   1.1 To ensure that the activities and outputs under this contract are performed by the author personally with professional care at own costs and at the risk of the author;
2. The customer undertakes:
   2.1 To provide essential cooperation, primarily all required documentation, information and guidelines in the interests of the proper fulfilment of the subject of the contract under Article II, point 1, hereof;
   2.2 To provide accommodation to the author in Košice;
   2.3 To reimburse travel costs to the author – flight tickets (New York - Kosice and Kosice – Newark).

Article VI
Method of use of the work and scope of licensing

1. The supplier declares that it has the agreement of the rights holders for all elements contained in the work to grant authorization to a third party – the customer to use the work (outputs created on the basis of this contract) within the scope of the licence under this Contract (hereinafter referred to as the **"licence"**).
2. The supplier hereby grants the customer the consent for all thus far known uses of the work provided that the result of fulfilling the subject of this contract will be protected by the provisions of Act no. 185/2015, the Copyright Act, as amended (hereinafter referred to as the **"Copyright Act"**), namely as per the provisions of § 19, ss. 4 in connection with the provisions of § 65 et seq. of the Copyright Act, particularly for:
   a) processing the work,
   b) combining the work with another work,
   c) entering the work into a database as per § 131 of the Copyright Act,
   d) creating copies of the work,
   e) public dissemination of the original of the work or copies of the work
      - by transfer of copyright,
      - by loan,
      - by hire,
   f) presenting the work in public

- by public exhibition of the original of the work or copies of the work,
- public performance of the work,
- public broadcast of the work.

g) producing video footage and photographs,

for both commercial and non-commercial purposes.

3. The licence is granted without any territorial or material restrictions.
4. The parties have agreed on free provision of the licence. Any potential rewards and compensations are already included in the remuneration under Art. III, point 2, hereof.
5. The supplier grants the customer a licence for an indefinite time in accordance with the duration of authors' copyright under the provisions of § 32, ss. 1 of the Copyright Act.
6. The licence which the supplier has granted the customer under this contract is exclusive.
7. Upon the termination of the customer as a legal entity to whom the licence has been granted, the rights and obligations under this contract pass to the legal successor of the acquirer.

Article VII
Specific agreements

1. The supplier declares that it will not, after signing this contract, conclude another contract, which could undermine the creation of the work under this contract.
2. The supplier undertakes to respect the organizational instructions of the customer and meet all other requirements of the customer, including compliance with legislation in the field of health and safety at work.
3. The supplier undertakes to immediately inform the customer of any facts that might affect the creation of the work in the agreed manner and within the specified scope.
4. After fulfilling the subject of this contract, the supplier shall hand over all required documents, notes, drafts and other documents related to its execution which were entrusted to it for this purpose by the customer.
5. The supplier agrees to keep confidential all facts learnt in implementing of this contract; otherwise it is obliged to pay compensation to the customer for damages arising due to violation of this obligation. The contracting parties agree that the obligation to keep confidential all facts which the contractor learns in the implementation of the subject of this contract lasts indefinitely even after the termination of the duration of this contract.
6. The contracting parties have agreed that in case of cancellation of the work meeting specified in Art. II, point 1, hereof due to obstacles on the part of the supplier or the authors, the supplier is not entitled to reward pursuant to Art. III, point 2, hereof or other reward. The customer loses its obligation under Art. V, point 2.2, hereof and the supplier is obliged to pay the expenses incurred to the customer in securing the participation of the authors at the meeting. The right to compensation for damages is not hereby affected.

Article VIII
Contract term

1. The contracting parties have agreed that this contract is made for a fixed term from 19.11.2018 to 25.11.2018.
2. The customer may terminate this contract by written notice even without stating reasons. The contract terminates on the day of delivery of the notice to the other contracting party.
3. The contracting parties may terminate this contract also by a written agreement.

Article IX.
Personal Data Processing

1. The *Customer* and the *Supplier* undertake to maintain confidentiality of all data regarding the parties, the employees of the Contracting Parties, the persons cooperating with the parties or the third parties, who have the status of natural persons and are concerned with data processing, when the data have the character or being personal data, hence they undertake to

ensure and respect an adequate level of protection of personal data according to the principles and provisions of the applicable legislation, in particular Act no. 18/2018 Z. z. on the Protection of Personal Data (the "Personal Data Protection Act").

2. If the *Supplier* is a natural person, the processing of Supplier's personal data is governed by the Personal Data Protection Act.
3. In the processing of Supplier's personal data, the *Customer* shall act as the Operator.
4. The *Supplier's* personal data are processed on the legal basis of the processing of personal data necessary for the performance of this Agreement to which the *Supplier* is a party as the person concerned under Section 13 (1) b) of the Personal Data Protection Act.
5. The purpose of processing personal data is performance according this Agreement, in particular, but not exclusively the promotion of the *Customer* and the *Art&Tech Days 2018*
6. The extent of the processing of personal data is determined in particular by the rights and obligations of the *Supplier* and the *Customer* under this Agreement, including but not limited to: name, surname, photograph, date of birth,
7. The processing of personal data of the *Supplier* is necessary for the entire duration of this Agreement, the existence of the project Art&Tech Days 2018, as well as the duration of the purpose of the processing of personal data, which is the promotion of the *Customer* himself and the event.
8. The *Supplier* has the right of access to personal data concerning the *Supplier* pursuant to Section 21 of the Personal Data Protection Act.
9. The *Supplier* has the right to rectify or erase or restrict the processing of personal data pursuant to Sections 22, 23 and 24 of the Personal Data Protection Act
10. The *Supplier* has the right to the portability of personal data pursuant to the Section 26 of the Personal Data Protection Act.
11. The *Supplier* has the right to lodge a complaint or a motion to initiate proceedings with the Supervisory Authority, which is the Office for the Protection of Personal Data under Section 100 of the Personal Data Protection Act.
12. The *Supplier* is entitled to contact the *Customer* at any time in connection with his or her rights in the area of personal data protection, with the *Customer's* contact details listed in the header of this Agreement.
13. At the same time, the *Customer* informs the *Supplier* of the fact that personal data is processed as a contractual requirement that is necessary for the conclusion and duration of this Agreement. The *Supplier* has the obligation to provide personal data for the purposes of this Agreement, otherwise the *Customer* has the right to withdraw from this Agreement.
14. In the case that the *Supplier* obtains, for the purposes of this Agreement, the consent of third parties with the processing of personal data that are not a party to this Agreement, but the performance under this Agreement concernes them as well, he shall be obliged to inform them of the facts stated in this article of this Agreement. In this sense and for the above-mentioned purposes, it is also obligatory to conceive the consent to the processing of personal data, as the *Customer* will be mentioned as the operator. The consent so obtained with the processing of personal data by the third party concerned is the *Supplier's* obligation to submit to the *Customer.*

Article X
Closing provisions

1. This contract enters into force on the day of its signature by both contracting parties and becomes effective on the day following the day of its publication on the website of the customer.
2. This contract may be modified or amended only in the form of a written amendment, following a prior consent of both contracting parties.
3. In the event that any provisions of this contract are invalid, this does not invalidate the entire contract, but only the specific provisions concerned.
4. Legal relations not regulated by this contract are governed by the relevant provisions of the Civil Code, the Copyright Act and other generally binding legal regulations of the Slovak Republic.
5. The contracting parties declare that they have read this contract, understood its contents and that the contents of the contract conform to the expression of their own free and seriously performed will.

6. The contracting parties read and approved the contract and in witness thereof they have hereunto set their hands.
7. This contract has been made in two copies, both having the force of the original, of which each contracting party shall receive one.

Košice, 21. 8. 2018 In 14/NOV/2018

Customer: Supplier:

Creative Industry Košice, n.o. 2
K l Košice
IČO: 22737871

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Ing adký Gene Kogan