

## Contract for the commissioning of a work and licensing contract

Concluded under the provisions of § 269, ss. 2, of the Commercial 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

Contact person: Jana Šargová, jana.sargova@cike.sk  
(hereinafter referred to as the "customer")

and

#### SUPPLIER:

***Ofer Smilansky***

(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 in November 2018 as follows: **Audiovisual solo live performance by Ofer Smilansky held on 23 November 2018 at 9 p.m.** in Tabačka Kulturfabrik, Košice, Slovakia (duration 45 minutes).
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 **Ofer Smilansky**, residing at Belgium born on \_\_\_\_\_ (hereinafter referred to as the "Author").
4. The supplier declares that on the basis of a specific contract with the authors, all copyrights 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 the remuneration for the subject of the contract is subject to a separate order from Productions Associées asbl.
3. 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.

**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 authors personally with professional care at own costs and at the risk of the authors;
2. The customer undertakes:
  - 2.1 To provide essential cooperation, primarily all required technical equipment, 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 provide **flight tickets** to and from Košice for the author;
  - 2.4 To provide or to compensate the **transfer expenses** (to/from the airport) for the author.
  - 2.5 To provide a room/venue for the rehearsal on 22 and 23 November in Košice.

**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 to 30.11.2018.
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 suppliers'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 project Art & Tech Days.
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.
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 or similar projects, as well as the duration of the purpose of the processing of personal data, which is the promotion of the customer himself.
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 Client 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 concerns 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 Commercial 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, 1. 8. 2018

Brussels, 8. 8. 2018

Customer:

Supplier:

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**Ing. arch. Milan Hladký**

Director

Creative Industry Košice, n. o.

.....  
**Ofer Smilansky**

