

CONTRACT

enclosed according to § 51 of the Act no. 40/1964 Coll. Civil Code, as amended and § 39 and foll. of the Act No. 618/2003 Coll., Copyright Act, as amended,
(hereinafter referred to as „**Contract**“)

between:

1. Creative industry Košice, n.o.

Address: Kukučínova 2, 040 01 Košice, Slovakia
ID No. of the organization: 35583461
Bank: Prima banka, a.s.
Bank seat: Hodžova 11, 010 11, Žilina, Slovakia
IBAN: SK21 5600 0000 0005 5823 5001
SWIFT/BIC: KOMASK2X
E-mail: office@cike.sk
Represented by: Ing. Arch. Michal Hladký, ArtD, *Director*

hereinafter only “**Leading Organization**“
and

2. Kair

Address: Seňa 547, 04458, Seňa, Slovakia
ID No. of the organization: 42410207
Bank: Fio Banka a.s.
Bank seat: Dunajská 1, 811 08 Bratislava, Slovakia
IBAN: SK198330000002400898840
SWIFT/BIC: FIOZSKBAXXX
E-mail: zuzana.tothova@kair.sk
Represented by: Petra Housková, chairwoman

hereinafter only “**Executive Organization**“
and

3. Abel Korinsky

Date of birth:
Citizenship
ID/Passport No:
Address:
Bank:
IBAN:
SWIFT/BIC:
Tel.:
E-mail:

hereinafter only “**Artist**“

SUBJECT OF AGREEMENT

1. The purpose of the Contract is to arrange mutual rights and obligations of contracting parties related to the Artist's participation in residential stay from 01/10/2020 until 30/11/2020 within the realized project **Media Art Residency in Creative City Košice** (hereinafter only “**Residency**”), which

focuses on the study and exploration of the **Human Responsibility within the context of art and technology.**

RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

2. The Artist is obliged:

- a. to participate in a residential stay with the aims specified under Section 1 of this Contract, during the residency period specified under Section 1 to focus on the proposal, which was part of the artist's application for the Residency,
- b. to make a presentation of artist's work during the Open Studios Night event facilitated by the Executive Organization,
- c. to prepare a public exhibition, as a part of the Art & Tech Days festival where the Artist shall present his work and results, which were done during the residential stay,
- d. to prepare a workshop for the public, topic of which will be discussed prior to the Artist's arrival.
- e. during the residential stay the Artist shall promote Creative Industry Košice and K.A.I.R. – Košice Artist in Residence project in the form of presenting the logo of the project and its partners during all public events and in the form of distribution of promotional materials supplied by the Leading Organization and the Executive Organization,
- f. the Artist undertakes to immediately inform the Leading Organization on any events that may influence the proper realization of the subject matter of the Contract according to agreed way and in agreed scope or any events that may influence the proper fulfil the aim of the residential stay under Section 1. of the Contract,
- g. to prepare a Report of Activities realized during the residential stay. Photo-documentation of the residential stay constitutes a part of the Artist's report.
- h. immediately after fulfilment of the subject matter of the Contract to submit to the Executive Organization a Report of Activities realized during the residential stay and required accounting documents under Section 2, letter f, of the Contract but no later than 15 working days from the termination of the residential stay,
- i. in the event of every presentation or other use of the results created during the Residency, by this Contract the Artist shall identify the origin– the information that the results have been created within the Residency lead by Creative Industry Košice and executed by K.A.I.R- Košice Artist in Residence.

3. The Leading Organization is obligated:

- a. to cooperate with the Artist and to provide him a necessary collaboration for the proper performance of the subject matter of the Contract under Section 1., 2a. of the Contract,
- b. to cover the transportation costs of the Artist to and from Košice- as the place of residency, as well as to cover the transportation costs of possible study visit to the city before the residency terms,
- a. to provide an accommodation for the Artist in the place of the residency stay from 01/11/2020 until 30/11/2020. All costs regarding the accommodation are covered by the Leading Organization.
- c. to create adequate conditions for the implementation of the approved residency project,
- d. to provide the Executive Organization with the additional funding for the Artist's residential stay in the total amount of €4,000 which shall be used to cover all production expenses related and technical costs required during the residency period, the public presentation and exhibition. The amount covers also the transfer costs of the material and residency outputs to the origin country of the Artist (if needed). The conditions of the funding's

transfer are defined in a separate contract between the Leading and Executive Organization.

e. to promote the residency, Artist's presentation and the public exhibition of the results of the Residency during the Art & Tech Days festival,

4. The Executive Organization is obligated:

- a. to cooperate with the Artist, to provide him a necessary collaboration for the proper performance of the subject matter of the Contract under Section 1., 2a. of the Contract,
- b. to provide a hands-on producer, who will work solely with the Artist in order to realize the subject matter of the Contract,
- c. to provide a studio for the Artist during the residency stay from 01/10/2020 until 29/11/2020. All costs regarding the studio are covered by the Executive Organization,
- d. to provide an accommodation for the Artist in the place of the residency stay, from 01/10/2020 until 31/10/2020. All costs regarding the accommodation are covered by the Executive Organization.
- e. to create adequate conditions for the implementation of the approved residency project,
- f. to promote the residency, Artist's presentation and the public exhibition of the results of the Residency during the Art & Tech Days festival.

REMUNERATION

5. The Artist shall be supported by the Leading Organization by a scholarship in the total amount of **€2,000** (hereinafter only "**Scholarship**"). The Scholarship will be transferred to the bank account of the Artist. The Scholarship will be paid in two payments in the amount of €1,000, the first within 14 days after the beginning of the residency and the second within 14 days after the beginning of November 2020.

6. Under Act No 253/2015 Coll., amending Act No 595/2003 Coll., on income tax, as amended, the provided Scholarship is exempted from income tax.

DURATION OF THE CONTRACT

7. This Contract is concluded until 30/11/2020.

MISCELLANEOUS

8. This contract shall enter into force on the day of its signing by all parties.

9. In case that Subject of this Contract as defined in the Section 1 cannot take place due to vis major, the residency is postponed to take place in spring 2021. The concrete dates will be a subject of further discussion among the contracting parties.

9. This Contract may be terminated by the mutual written agreement among the contracting parties on the termination of this Contract.

10. The contracting parties submit all their disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the relevant courts of the Slovak Republic.

11. The applicable law to the all legal relationships based on this Contract is the law of the Slovak republic. Legal relations not stipulated by this Contract shall be governed by provisions of the Act No. 40/1964 Coll., Civil Code, as amended and by the Copyright Act.

12. The Contract may be changed and amended only in the form of written amendments signed by all three parties.

13. This document is made in three identical copies in the English language. Each party shall receive one signed copy thereof.

14. The Parties declare that they have not signed this Contract under duress and the provisions hereof are comprehensible and certain to them. The Parties declare that they have read the Contract, understood the contents hereof, in witness whereof they have hereunto set their respective hands.

In Košice on 14.08.2020
Creative Industry Košice, n.o.
reative Industry Košice, n
Kukučínova 2, 040 01 Košice
O: 35 583 461 DIČ: 20227378

In Košice on 18.8.2020
Kair

In Berlin On 31.07.2020
Abel Korinsky