

**21ZML0126**

**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](mailto: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: SK1983300000002400898840  
SWIFT/BIC: FIOZSKBAXXX  
E-mail:  
Represented by: Mgr. art. Petra Sedlák Housková, chairwoman

hereinafter only **“Executive Organization”**  
and

**3. Iuliia Vergazova**

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 04/10/2021 until 30/11/2021 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 her 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 KAIR – 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 her 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,
- 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 her 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 an accommodation for the Artist in the place of the residency stay from 04/10/2021 until 30/11/2021. All costs regarding the accommodation are covered by the Executive Organization.
- c. to provide a studio for the Artist during the residency stay from 04/10/2021 until 30/11/2021. All costs regarding the studio are covered by the Executive Organization,
- d. to create adequate conditions for the implementation of the approved residency project,
- e. 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 2021.

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 30/11/2021.

## **METHOD OF USE OF THE WORK AND SCOPE OF LICENSING**

8. The Artist declares and is responsible for making the artwork under this Contract personally by her own intellectual creative activity and as the maker of the original artwork is the exclusively copyright holder of the artwork and is authorized to grant a license under this Contract to use the artwork.

9. The Artist is authorized to use and include in artwork elements or works to which third parties have rights only on the basis of the Leading Organization's specific consent, whereas the use of the artwork or other element may not restrict the Leading Organization in any way from unlimited use and further distribution of the artwork under this Contract.

10. If third parties claim against the Leading Organization as a result of non-compliance with the obligations of the Artist pursuant to the paragraphs 8 and 9 of this section, the Artist undertakes to satisfy all such legitimate claims on behalf of the Leading Organization and to compensate the Leading Organization for the related damage.

11. All property rights to the artwork are carried out on behalf of the Leading Organization and in the Leading Organization's account. The Artist hereby grants the Leading Organization the consent for all thus far known uses of the artwork created under the Contract or part of this artwork (hereinafter referred to as "**License**"), in particular:

- a) creating copies of the artwork,

- b) public dissemination of the original of the artwork or copies of the artwork by sale or other form of transfer of ownership,
- c) public dissemination of the original of the artwork or copies by loan,
- d) processing, translate and adaptation,
- e) inclusion in a collective or other work,
- f) public exhibition of the artwork,
- g) edit, change and complete of the artwork,
- h) public transmission, including making artwork available to the public.

12. The License under this Contract shall be granted without any territorial or substantive restriction, for the entire duration of the copyrights to the artwork.

13. The license fee is included in the remuneration agreed in accordance with paragraph 5 of the Contract.

14. The License under this Contract is granted by the Artist to the Leading Organization as an exclusive license. The Artist may not license a third party to any use of the artwork and is obliged to abstain from using it in any way. Upon the termination of the Leading Organization as a legal entity to whom the license has been granted, the rights and obligations under this contract pass to the legal successor of the acquirer.

15. The Artist agrees that the Leading Organization may give consent to the third party to use the artwork in scope of the granted License or to transfer the acquired License to a third party.

16. The License granted under this Contract also applies to the individual parts of the artwork and to documentary, project and background material to it.

## **MISCELLANEOUS**

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

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

19. 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.

20. 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.

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

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

23. 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 17. 9. 2021

.....  
Creative Industry Košice, n.o.

In Košice

on 14. 9. 2021

.....  
Kair

In Düsseldorf

On 16.09.2021

Iulija Vergazova