

Contract for the commissioning of a work and licensing contract

closed to the meaning of Act No. 40/1964 Coll. Of the Civil Code as amended and Act no. 185/2015 Coll. 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: Ramy James Salameh

Address:

ID No/

Account

IBAN: €

SWIFT/

(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 **Invisible Hotel project** as follows:
 - To participate on the creation of texts and materials for presentation of **Invisible Hotel Network** concept.
 - Presenting the Invisible Hotel Network concept on the international travel and creative events – all event visits will be agreed with the customer in advanced
 - Individual meetings with potential members of the Invisible Hotel Network, representatives of the cities, Tourism boards and organization, Hotels as well as Creative organization and intermediary organizations representing CCIs
 - Preparation and consultancy on strategic plans for establishing the network – communication and marketing plan, financial plan, growth plan, etc.
 - Evaluation and reporting on the activities undertaken during the period of contract
2. The customer undertakes to pay the supplier the agreed remuneration under Article III, point 2, of this contract for fulfilling the subject hereof.

The supplier undertakes to ensure that all activities and outputs stated in point 1 of this Article be performed personally by **Ramy James Salameh**, residing at Spring Croft, Sturt Avenue, Haslemere, Surrey, GU27 3SJ - United Kingdom (hereinafter referred to as the "Supplier").

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 **€4000** (in words: "four thousand Euros"), which includes all costs associated with the activities and outputs stated in Article II, point 1, of this contract excluding travel and accommodation and subsistence when on a business trip (per diem).
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 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 of receipt of the invoice for the proper and timely performance of the contract 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 supplier personally with professional care at own costs and at the risk of the supplier;
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 travel arrangements and accommodation to the supplier or to compensate the supplier for travel and accommodation expenses within 15 days of the presentation of the originals of all receipts, travel and other documents.

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, other than those already in the public domain or stipulated by the customer, 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 specified in Art. II, point 1, hereof due to obstacles on the part of the supplier, the supplier is entitled to reward pursuant to Art. III, point 2, hereof for work which has already been completed and expenses already provided for the delivery of that work, up until the point of 'Cancellation' of the work.

Article VIII

Contract term

1. The contracting parties have agreed that this contract is made for a fixed term from 25.10.2021 to 28.02.2022.
2. The contracting parties may terminate this contract by a written agreement.

Article IX 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, 25. 10. 2021

Customer:

Supplier:

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Michal Hladký

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Ramy James Salameh