

21ZML0143

**CONTRACT FOR THE COMMISSIONING OF A WORK AND LICENSING
CONTRACT**

Creative Industry Košice, n.o.
as the customer

and

Luis Fernandes
as the author

This contract is concluded under Section 536 et seq. of Act No. 513/1991 Coll. Commercial Code, as amended, and Section 65 et seq. of Act No. 185/2015 Coll. Copyright Act, as amended, between the following contracting parties (hereinafter referred to as "**Contract**"):

Customer: **Creative Industry Košice, n.o.**
Registered office: Kukučínova 2, 040 01 Košice, Slovak republic
Represented by: Ing. arch. Michal Hladký, director
ID No.: 35 583 461
Tax No.: 2022737871
VAT No.: SK 2022737871
IBAN: SK21 5600 0000 0005 5823 5001
e-mail: office@cike.sk
(hereinafter referred to as "**Customer**")

and

Author (Contractor): Luis Miguel da Conceição Fernandes

Date of birth:

Domiciled in:

IBAN:

e-mail:

(hereinafter referred to as "**Author**")

SUBJECT OF THE CONTRACT

1. The subject of the Contract is obligation of the Author to produce for the Customer within project Košice 2.0, 6 episodes with the aim to communicate complex topics of the project to common citizens with an appealing and understandable language. The episodes will be composed of mixed online/offline interviews with 4-6 respondents/ per episode.

The work of the Author will include:

- Pre-Production (Episode structure, script, research, approach and schedules)
- Production (interview recording, Context footage)
- Use of Stock Footage (when needed)
- Editing
- Post Production
- Development & Adaptation of Graphic & Musical Identity (Intro, Outro, Infographics, Oracles)
- Voice Over (when needed)
- Music & Universal rights
- English subtitles / Slovak subtitles
- Adaptation to the different delivery formats

The deliveries from each episode:

- Series Teaser - Up to 1min Teaser 1:1 or 16:9 (for social media + website + public presentations)
- 3-5 min Episode 16:9 (for website, YouTube or public presentations)
- Episode Teaser - Up to 1min Teaser 1:1 or 16:9 (for social media + website + public presentations)
- Pack of 3 Instagram Stories 9:16

(hereinafter referred to as "**Work**"). The first episode will be produced by the end of 2021, another episodes will be published during 2022, approximately every 2/3 months.

2. The Customer undertakes to pay to the Author the agreed remuneration for fulfillment of the subject of this Contract pursuant to paragraph 4 et seq. of this Contract.

TIME AND PLACE OF FULFILMENT OF THE SUBJECT OF THE CONTRACT

3. The contracting parties have agreed that the Author shall perform the subject of this Contract in the place and time in accordance with paragraph 1 hereof. Change to the time and place of performance of the subject of this Contract is made possible only by mutual agreement of the contracting parties in writing.

RIGHTS AND OBLIGATIONS OF CONTRACTING PARTIES

4. The contracting parties have agreed that for the proper and timely execution of the Contract in accordance with paragraph 1 hereof, the Author is entitled to remuneration in the amount of **2500 €** (in words „two thousand five hundred euro“) for the first/pilot episode and **2000 €** (in words „two thousand euro“) for each upcoming episode, which includes all costs associated with the creation of the Work. Remuneration under this paragraph of the Contract is a maximum remuneration and it can be changed only with the written consent of both contracting parties in the form of an amendment to this Contract.
5. The contracting parties have agreed, that the remuneration under paragraph 4 of this Contract shall be paid to the Author within 14 days of the properly and timely fulfillment and delivery of the each episode/subject of the Contract pursuant to paragraph 1 hereof, by cashless payment to the Author’s bank account specified in the heading of this Agreement.
6. The Author is obliged to:
 - a. create a Work personally with professional care at his/her own expenses and dangers. The Author is not entitled to make the Work or its part through third parties,
 - b. eliminate any deficiencies that are or could be an obstacle to use of the Work for an agreed purpose,
 - c. inform Customer without any delay about all facts that could affect the creation of the Work in an agreed manner and within the specified scope,
 - d. proceed in the performance of the subject of the Contract economically, while complying with the agreed deadlines for performance under this Contract,
 - e. continuously and always at Customer’s request inform Customer about the ongoing procedure and the state of implementation of the Work,
 - f. cooperate with the Customer, to respect his/her suggestion and the Author is bound by binding instruction of the Customer during the execution of the Work,
 - g. to remove defects, consider and incorporate the Customer’s comments to the Work immediately upon request of such action by Customer.
7. The Customer is obliged to:
 - a. provide necessary assistance to the Author, all necessary documentation, information and guidance for the proper performance of the subject of the Contract under paragraph 1 hereof;
 - b. inform Author if he/she finds a defect of the Work, or other deficiencies related to the prerequisites for the realization of the Work under provisions of this Contract.

AGREEMENT ON NON-TAXATION OF ROYALTIES

8. The Author expresses his/her consent to the non-application of the withholding tax under Section 43 par. 14 of the Act No. 595/2003 Coll. on Income Tax, as amended, i.e. the Author shall tax the income himself/herself through a tax return.

METHOD OF USE OF THE WORK AND SCOPE OF LICENSING

9. The Author declares and is responsible for making the Work under this Contract personally by his/her own intellectual creative activity and as the maker of the original Work is the exclusively copyright holder of the Work and is authorized to grant a license under this Contract to use the Work.
10. The Author is authorized to use and include in Work elements or works to which third parties have rights only on the basis of the Customer’s specific consent, whereas the use of the Work or other element may not restrict the Customer in any way from unlimited use and further distribution of the Work under this Contract.

11. If third parties claim against Customer as a result of non-compliance with the obligations of the Author pursuant to the paragraphs 10 and 11 of this Contract, the Author undertakes to satisfy all such legitimate claims on behalf of the Customer and to compensate the Customer for the related damage.
12. All property rights to the Work are carried out on behalf of the Customer and in the Customer's account. The Author hereby grants the Customer the consent for all thus far known uses of the Work created under the Contract or part of this Work (hereinafter referred to as "License"), in particular:
 - a. creating copies of the Work,
 - b. public dissemination of the original of the Work or copies of the Work by sale or other form of transfer of ownership,
 - c. public dissemination of the original of the Work or copies by loan,
 - d. processing, translate and adaptation,
 - e. inclusion in a collective or other work,
 - f. public exhibition of the Work,
 - g. edit, change and complete of the Work,
 - h. public transmission, including making Work available to the public.
13. The License under this Contract shall be granted without any territorial or substantive restriction, for the entire duration of the copyrights to the Work.
14. The license fee is included in the remuneration agreed in accordance with paragraph 4 of this Contract.
15. The License under this Contract is granted by the Author to the Customer as an exclusive license. The Author may not license a third party to any use of the Work and is obliged to abstain from using it in any way. Upon the termination of the Customer 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.
16. The Author agrees that the Customer may give consent to the third party to use the Work in scope of the granted License or to transfer the acquired License to a third party.
17. The License granted under this Contract also applies to the individual parts of the Work and to documentary, project and background material to it.

DURATION AND TERMINATION OF THE CONTRACT

18. This Contract is concluded for a definite period, until the 31.12. 2022. The contracting parties may agree in writing to another extension of the Contract. The Licensing Contract is concluded for the duration of the property rights.
19. This Contract may terminate:
 - a. by expiry of time;
 - b. by written agreement of the contracting parties;
 - c. by written notice of any of the contracting parties, without giving any reason; the notice period is in this case one calendar month for both contracting parties and begins on the first day of the calendar month following the month in which the written notice was delivered to the other party;
 - d. by withdrawing from the Contract in substantial breach of the contractual obligations of any contracting party.
20. For the substantial breach of the Contract by the Author is considered non-completion of the Work by the Author duly or in time. For substantial breach of the Contract by the Customer is considered delay of the Customer in payment of the remuneration under Section 4 of this Contract for a period longer than 14 days after the due date.

CONDITION OF THE PERSONAL DATA PROCESSING

21. The Author grants consent to the personal data processing in accordance with provision of Article 7 of the Regulation (EU) 2016/679 of the European Parliament and of the Council on the Protection of Natural Persons with Regard to the Processing of Personal Data and on the Free Movement of Such Data, and repealing Directive 95/46/EC (hereinafter referred to as the "GDPR") and pursuant to the Act No. 40/1964 Coll. Civil Code as amended, and he/she acknowledges that the consent is valid until its potential revocation, for the entire duration of the purpose of the data processing for which the

consent was granted. This consent lasts till the dissolution of the Customer (as the operator of this personal data) with liquidation.

22. Once the consent period expires, the personal data of the Author will not be subject to any further processing.

DECLARATIONS OF AUTHOR

23. The Author declares that pursuant to the Article 12 of the GDPR, the Customer provided him/her with all information stated in the Article 13 and 14 of the GDPR and all announcements pursuant to the Article 15 to 22 and Article 34 of the GDPR clearly and simply in a transparent and comprehensive form.
24. The Author declares, that the Customer informed him/her about right to demand the access to personal data of the Author from the Customer, as the operator, pursuant to the Article 15 of the GDPR.
25. The Author declares, that the Customer, as the operator, informed him/her about the right to rectification or erasure, or restriction of processing of personal data of Author pursuant to the Article 16, 17 and 18 of the GDPR.
26. The Author declares, that the Customer, as the operator, informed him/her about the right to the portability of personal data of the Author pursuant to the Article 20 of the GDPR.
27. The Author declares, that the Customer informed him/her about the right to object to processing of the personal data of the Author pursuant to the Article 21 of the GDPR.
28. The Author declares, that the Customer informed him/her about the right to object to automated individual decision-making including profiling and about the right to be subject of such decision if the operator processes the personal data of the Author solely by automated decision-making including profiling pursuant to the Article 22 of the GDPR.
29. The Author declares, that the Customer, as the operator, informed him/her about the right to submit a complaint or motion to initiate the proceedings to the supervisory body – Office for Personal Data Protection if his/her right are directly touched pursuant to the § 100 of the Act No. 18/2018 Coll. on Personal Data Protection.
30. The Author declares, that he/she has been acquainted that in the event of any issue relating to the protecting of Author's personal data, including the exercise of rights under the GDPR, the Author is authorized to contact the Customer or its data protection officer, Vojčik & Privacy s.r.o., registered address: Rázusova 28, 040 01 Košice, ID No. 36 827 410, registered in the Company register of the District court Košice I, Section: Sro, Insert No.: 22270/V, e-mail: privacy@vojcik.eu.
31. The Author acknowledges that pursuant to the provision of Article 34 of the GDPR, the Customer is obliged to notify him/her of every breach of personal data protection without undue delay if such violation of personal data protection can put his/her rights at high risk.
32. The Author declares, that the Customer has informed him/her about the right to revoke his/her consent to the processing of personal data at any time pursuant to the Article 7 point 3 of the GDPR.
33. The Author declares, that he/she was acquainted with the activities for which this consent was granted, as well as with the means of the personal data processing.

FINAL PROVISIONS

34. The 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 Customer's website.
35. Any changes or amendments to this Contract must be made in writing, by mutual agreement, and signed by both contracting parties.
36. If some of the provisions of this Contract are invalid, this does not invalidate the entire Contract but only the specific provisions concerned.
37. The rights and obligations not regulated by this Contract shall be governed by the relevant provisions of Act No. 513/1991 Coll. Commercial Code as amended, and Act No. 185/2015 Coll. Copyright Act as amended.
38. The Contract has been made in two copies, one of which is received by the Customer and one by the Author.

39. The contracting parties have agreed that all documents related to this Contract shall be delivered to the addresses specified in the heading of this Contract. In case that a delivery address is changed by one of the contracting parties, the party to whom the change occurred is obliged to notify the other party in writing without delay, stating the new delivery address. The contracting parties have agreed that any document addressed to the other party in connection with this Contract shall be deemed delivered on the date on which the shipment is returned to the sending party as undelivered.
40. The contracting parties declare that they have read this Contract before signing it, it is concluded by mutual agreement, on the basis of their free will, seriously, not under duress, not under unfavorable conditions, that they understand its contents and in witness thereof they have hereunto set their hands.

In Košice 7 December, 2021

Customer:

Author:

Creative Industry Košice, n.o.
Ing. arch. Michal Hladký, director

Luis Fernandes

