

K240 0231

ARTISTIC PERFORMANCE CONTRACT AND LICENSE CONTRACT

concluded according to Act No. 618/2003 Coll. Copyright Act as amended
(hereinafter referred as "Contract")

between the following contracting parties:

Customer: Košice – European Capital of Culture 2013, n.o.
Registered seat: Kukučínova 2, 040 01 Košice, Slovak Republic
ID No.: 35 583 461
VAT ID No.: SK 2022737871
Represented by: Ing. Ján Sudzina, the director
(hereinafter referred as the "Customer")

and

Artist: Magdalena Idzik
Address: ul. Winorosli 16, 05509 Józefoslaw, Warszawa, Poland
Passport No.: ATP 800 086
Date of Birth: 12.02.1974
Bank: DEUTSCHE BANK POLAND, WARSAW
Account number:
IBAN: PL 67191010482757240428930001
BIC/SWIFT code: DEUTPLPK
Email: magdaidzik@op.pl
(hereinafter referred as the "Artist")

I. SUBJECT OF THE CONTRACT

1. The subject of this Contract is the commitment of the Artist to perform the artistic performance specified in Article II of this Contract, to grant license to the Customer specified in the Article III of this Contract and the commitment of the Customer to pay the remuneration to the Artist specified in the Article IV of this Contract.

II. ARTISTIC PERFORMANCE

1. The Artist undertakes to perform the following performance:
Concert within the project "Music between East and West"
Date and time: May 31st 2012 at 7 p.m.
Place: The House of Arts, Moyzesova 66, Košice, Slovakia
Program: Antonín Dvořák: REQUIEM (performing of solo mezzosoprano part)
(hereinafter referred as the "Artistic performance").
2. The Artist will participate on the following rehearsals:
May 30th, 2012: 3:00 p.m. – corepetition
6:00 p.m. – 9:00 p.m. – rehearsal with the orchestra and choir
May 31st, 2012: 10:00 a.m. – general rehearsal
The rehearsals will be held in the House of Arts (Moyzesova 66, Košice, Slovakia).
3. The Artist is obliged to perform the Artistic performance personally and on at his/her own risk.
4. The Customer undertakes to provide all the necessary cooperation needed for the Artistic performance to take place.

III. LICENSE

1. The Artist grants to the Customer license according to Section 40 and 63 paragraph 2 of the Act No. 618/2003 Coll. as amended (hereinafter referred as the "**Copyright Act**") mostly to:
 - a) Communicate an unfixed Artistic performance to the public,
 - b) Make the original fixation of Artistic performance,
 - c) Make a copy of fixation of Artistic performance,
 - d) Distribute the original fixation of Artistic performance or copy thereof to the public by sale or any form of transfer of ownership,
 - e) Distribute the original fixation of Artistic performance or a copy thereof to the public by rental or lending,
 - f) Make fixation of Artistic performance available to the public.
2. The license granted by the Artist to the Customer pursuant to this Contract is granted in an unlimited extent, for an indefinite period and for unlimited area.
3. The Artist grants to the Customer the license as exclusive license. The Artist is not entitled to grant to third party any license and is obliged to refrain from use of the Artistic performance in any way by himself/herself.
4. The Artist grants to the Customer an approval to transfer the license granted by this Contract to third person.
5. The Artist grants the license according to Contract free of charge.

IV. REMUNERATION

1. The Customer is obliged to pay the remuneration to the Artist for completing the Artistic performance in the amount of **1123,- € netto** (1267,50 € brutto) within 30 days after due Artistic performance.
2. Customer's monetary obligation paid through the bank is fulfilled by sending of the amount specified in section 1 of this Article to the Artist's bank account.
3. The remuneration specified in this Article is final and includes all costs related to the Artistic performance.

V. SPECIFIC PROVISIONS

1. The Artist affirms that he/she has not concluded any other contract that could threaten the completion of the Artistic performance pursuant to this Contract.
2. The Artist undertakes to respect the organizational instructions from the Customer and to fulfil all additional Customer requirements including compliance with legal regulations related to occupational health and safety.
3. The Artist undertakes to inform the Customer immediately with regards to any facts that could impact the performance of the Artistic performance.
4. The Artist following the fulfilment of the subject of this Contract is obliged to return all the reference materials, notes, proposals and other documents related to the completion of the Artistic performance to the Customer which have been provided by the Customer for this purpose.
5. The Artist undertakes to keep confidentiality regarding all the information which he/she became aware of in connection with performance under this Contract. The Artist is liable for all damages that occur in connection with breaching of this provision. The contracting parties agree that the obligation to keep confidentiality remains valid even after the termination of this Contract.
6. The contracting parties agree that if the event specified in Article II, section 1 herein is cancelled due to obstacles on the part of the Artist then the Artist is not entitled to the remuneration agreed in Article IV of this Contract or any other remuneration. This provision does not affect any claims of the Customer for possible damages.

VI. TERM OF THE CONTRACT

1. The licence granted under this Contract survives the term of this Contract.
2. The contracting parties can repudiate this Contract in writing for reasons which do not allow them to fulfil the subject of this Contract, mostly due to force majeure or disease of the Artist. The Contract is terminated on the date a written notice is delivered to the other contracting party.
3. The contracting parties can terminate the Contract via written agreement.

VII. FINAL PROVISIONS

1. This Contract is valid on the date of its signature by both contracting parties and enters into force on the day following the publication of this Contract on the Customer's website.
2. Any changes or amendments of this Contract shall be made in written form only, mutually agreed and signed by both parties.
3. If any of the provisions of this Contract are invalid, such invalidity does not affect the entire Contract; rather only the specific provisions are affected.
4. Legal matters not defined herein shall be governed by the Slovak law and are subject to the appropriate provisions of the Act No. 513/1991 Coll. Commercial Code as amended, the Copyright Act and other generally binding legal regulations of the Slovak Republic.
5. All disputes arising from this Contract shall be solved at the competent courts of the Slovak republic.
6. This Contract has been completed in two copies, both with original validity, and one copy will be retained by both contracting parties.
7. The contracting parties hereby declare that this Contract represents their free and serious will and that it has not been concluded under pressure or under demonstrably disadvantageous conditions and contracting parties understand its content and therefore they attach their signatures.

Košice, on 23. 05. 2012

On behalf of the Customer:

Košice - Európske
hlavné mesto kultúry 2013, n.o.
Kukučínova 2, 040 01 Košice
IČO: 35 583 461 DIČ: 202273870

European Capital of Culture 2013, n.o.
Ing. Ján Suzdina, the director

The Artist:



Magdalena Idzik