

Contract for Work and License Agreement

concluded in accordance with the provisions of Sections 91 and 75 of Act No. 185/2015 Coll.,
Copyright Law

between the following contracting parties:

Client:

Theatre Institute, state contributory organization of the Ministry of Culture of the Slovak Republic

Company ID number: 164 691

Registered address: Jakubovo námestie 12, 813 57 Bratislava

Statutory representative: Mgr. art. Vladislava Fekete ArtD., director

Account number:

Employee authorized to act in matters of performance under this agreement:

Contact:

E-mail address:

(hereinafter referred to as “**Client**”)

and

Author:

Name: Joanna Biernacka-Płoska

Date of birth:

Identification number (ID Card number or different form):

Permanent residence (Address):

Bank details:

Account No.:

SWIFT Code:

(hereinafter referred to as “**Author**”)

Article I

Subject of the Agreement

1. The Author shall produce the following work: articles for the journal **kød – konkrétne o divadle** in line with monthly instructions of the editors according to Appendix No.1
2. The Author shall make the work himself between 5th October 2020 and 31st December 2020 and submit it to the Client at the Client’s registered address, in accordance with the conditions stated by Client.
3. If the Work does not have the features required by the Client, that is, it will not be made duly and according to the Client’s instructions, the Client shall have the right to withdraw from the Agreement.
4. When the made Work is submitted, the ownership rights are transferred onto the Client.

Article II

Licence

1. According to the provisions of Section 75 of the Copyright Law, the Author shall grant to the Client an exclusive licence, i.e. consent with the publication of the Work in the *kød – konkrétne o divadle* journal, both in print and electronic form. This means that the Client shall be entitled to use the Work in the journal mostly in, but not limited to, the following ways:
 - producing the Work by making copies thereof,
 - public distribution of the original of the Work, or its copy, by selling it, or by other forms,
 - processing, translating or adapting the Work.
 - making the Work accessible for the public.
2. The Author shall grant the Client a 12 month licence in line with this Agreement for the territory of the EU.
3. The Client reserves the right to decide on the inclusion and/or exclusion of the Work in/from a relevant issue of the journal; that is, the Client is not obliged to make use of the granted licence.
4. The Author shall have the right to proofread his Work.
5. The Client reserves the right to change the Work prior to its publication without authorization.
6. The Client is entitled to give consent to a third party to use the Work, that is, to sub-licence the Work to be used in the extent of the granted licence.

Article III

Remuneration

1. The Author shall receive a reward for the making of the Work in accordance with the valid price list of the organization defining fees to be paid for writing articles for the *kød – konkrétne o divadle* journal.
2. The claim to receive a reward shall arise when the duly and timely made Work by the Author/provider is submitted to the authorized employee of the Client/acquirer, when the finished Work is approved by the Client/acquirer and it is ascertained that the Work has been made in line with the Client's instructions.
3. The reward is due after the Work is published in the journal by means of a bank transfer, no later than 14 days after the publication.
4. Prior to paying the remuneration to the Author, the Client, as the tax payer is not going to deduce the tax of the performer's commission in accordance with § 43 article 14 of the Act number 595/2003 3 letter h) of the Act on Income Tax. The performer is to settle up the income tax on his/her own by claiming his/her own declaration of income tax.

5. By paying the Author's reward in line with the above paragraphs of this Article, all claims of the Author to use the Work according to this Agreement are considered as settled.

Article IV

Final provisions

1. The Agreement comes into force on the day it is signed by both Contracting Parties and becomes effective on the day following the day when it is published in the Central Register of Agreements.
2. The Agreement is made in two original copies and each Contracting Party shall receive one copy.
3. Relationships that are not governed by this Agreement shall follow the relevant provisions of the Copyright Act as well as other generally binding legal provisions.
4. The Agreement may be changed and modified only by means of written amendments signed by both Contracting Parties.
5. The Author declares that he has been informed of the processing of personal data by the Client as an operator, while the processing of the personal data of the Author as the data subject is carried out in accordance with the Regulation of the European Parliament and the EU Data Protection Council No. 2016/679 (GDPR), as well as with Act No. 18/2018 Coll. on the protection of personal data, on the legal basis of the conclusion and performance of the Agreement concluded with the Client.
6. The contracting parties declare that they have read this Agreement before signing it, that it has been concluded upon mutual negotiation according to their true and free will, seriously and comprehensibly, not in distress or under noticeably unfavourable conditions.

In date.....

In date.....

Author:

Client:

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signature of Author

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Mgr. art. Vladislava Fekete ArtD.
director of Theatre Institute