

**Author's Agreement Spr.: 2000/2018, No.: 143/2018**

(Hereinafter „Agreement“)

Based on the provisions § 51 of Act No. 40/1964 Coll. Civil Code in force (hereinafter „CC“) and § 39, 40 and 91 Act No. 185/2015 Coll. Copyright Act in force (hereinafter „Copyright Act“) between following two parties of Agreement:

**1. Academy:** **Judicial Academy of the Slovak Republic**  
Suvorovova 5/C, 902 01 Pezinok, Slovak Republic,  
Represented by the Director JUDr. Petrom Hullom  
(Hereinafter „Academy“)

and

**2. Author:** **Dr. Frank Roth**  
Date of Birth: 14.07.1970  
Place of Birth: Kirchheim Bolanden/Donnersbergkreis  
Personal Identification Number:  
Address (domicile): Konstantinstrasse 22, 53179 Bonn  
Identification Card Number: L73ZPFMJL  
Employment: DLA Piper UK LLP, Augustinerstraße 10, 50667 Köln  
Phone Number: 0049/221 277 277 270  
E-mail: frank.roth@dlapiper.com  
Account Number:  
Bank Code:  
IBAN: DE86100700240500615000  
Name of Bank:  
Address of Bank:  
BIC Code (SWIFT): DEUTDE33HAN  
Health Insurance Company: Bayerische Versicherungskammer München  
(Hereinafter „Author“)

(Both hereinafter „Agreement parties“ or „parties“)

**Article I**

**Subject of the Agreement**

1. Author undertakes to render the performance (create the work) for the Academy under the Para. 3 of this Article and Academy undertakes to pay the Author the agreed remuneration for the creation of the author's work.
2. The Author hereby grants consent to the use of the author's work in the form of a non-exclusive license ("license") to the extent and for the purposes which are further defined in this Agreement.
3. For the purposes of this Agreement, the Author's work means the creation and delivery of the following Work: lecture and accompanying materials for seminar No. 47, named "Civil Dispute Resolution in Comparative Perspective with the German Civil Procedure Code", which will be held in the building of the Judicial Academy of the Slovak Republic, Suvorovova 5 / C, 902 01 Pezinok, on 24.05.2018, in the length of author's output within 2.5 hours according to the time specification provided for by the Academy (hereinafter referred to as the "Work"). The event is organized within the project "Development of a system of specialized education of judges and judicial staff" (project code in ITMS2014+: 314021M248).
4. Author carries out the work in person and declares that the copyright to his work is without any limitation. At the same time, Author is responsible for not violating any law, copyright or other rights of third parties by creating and using the Work under this Agreement.
5. Author is obliged to create a work in accordance with the characteristic of the work specified in Para. 3 of this Article.

**Article II**  
**License to use the Work**

1. Author grants the Academy, for the duration of the property rights of the Author connected to the Work, a non-exclusive license for its use for the purpose arising from the agreement pursuant to § 91 Para. 1 of the Copyright Act, in particular:
  - a) the audio-visual record of the author's speech,
  - b) to publish the Work on the web site,
  - c) production of a copy of the Work (in particular by printing and photographic or other similar way, recording or via technical device or a technological process enabling the digital capture of the Work),
  - d) public display of the original of the work or reproduction of the work,
  - e) Public dissemination of the original of the Work or reproduction of the Work by the transfer of ownership.
2. Author grants the Academy the license to allow a third party to use the Work within the meaning of Para. 1 of this Article.
3. The license is granted in unlimited territorial and material scope and for the entire duration of the copyrights of the Work.
4. License provisions shall remain valid and effective even after termination of the Agreement.

**Article III**  
**Remuneration of the Author**

1. The Parties agree that the Author shall receive a total remuneration of EUR 125.00, to be paid to the author's account listed in the heading of this Agreement.
2. According to Para 1, in the Author's remuneration is a reward for creating the Work and includes the license fee. Any profits from the use of the Work within the scope of the license provided by this Agreement are the profits of the Academy.
3. From the author's remuneration under Para. 1 of this Article, the Academy, as the legal entity paying the remuneration, shall deduct the compulsory fee of 2% within the meaning of Article 6 Para. 1 of Act No. 13/1993 Coll. on Artistic Funds, as amended, if the author has a domicile in the territory of the Slovak Republic in accordance with § 8 of Act No. 13/1993 Coll.
4. The reward shall be paid to the Author by the end of the month following the performance of the Work, i.e. at latest on the 7<sup>th</sup> day of the month following the month in which the Author performed the agreed Work.

**Article IV**  
**Other agreed terms**

1. The Author bears the responsibility for the real content of the performance.
2. The Parties entered into this Agreement for definite period of time, particularly the duration of an educational event. This Agreement can be terminated by a written agreement of both Parties.

**Article V**  
**Final provisions**

1. The Agreement becomes valid at the day when its content is agreed and the Agreement is duly signed by both Parties.
2. Rights and duties which are not regulated by this Agreement are based on the relevant provisions in Author's Code, CC and other relevant regulation in force in Slovak Republic.
3. The termination of this Agreement shall not exempt any Party from the obligation to settle the rights and obligations of Parties that have arisen during the existence of the Agreement.
4. The content of this Agreement may be amended only by agreement of the Parties. Any changes shall be made in writing in supplements marked with a serial number and signed by the responsible persons representing the parties to the agreement.

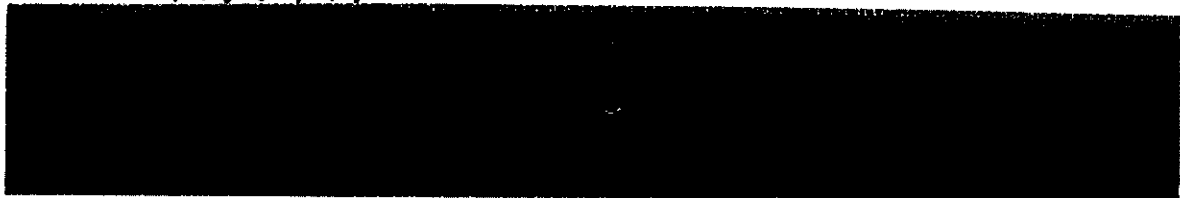
5. The Agreement shall enter into force on the day following its publication in the Central Register of Contracts, maintained by the Office of the Government of the Slovak Republic.
6. The Agreement is drawn up in three original copies, the Academy shall receive two original copies and one original copy belongs to the Author.
7. The Parties to this Agreement declare that they agree with its contents, that it was written on the basis of true facts, based on their free will, that they have not been negotiated under strictly unfavourable conditions and that they are not aware of circumstances that might limit its content and effectiveness at the time of signing the Agreement. To prove this, they attach their signatures.
8. At the same time, the Parties agreed that, in accordance with § 6 Para. Article 2 a) and § 43 of Act no. 595/2003 Coll. on Income Tax, as amended, the Author shall subject the remuneration for the performance of the Work to tax and include it in the tax declaration after the end of the tax period.

Place: ..... ICEIL

Date: ..... 14.5.2018

Pezinok

Date: 07.05.2018



Author

Academy