

CONTRACT ON CREATION OF AUTHORIAL WORK
AS A COMMISSION no. 02/FPU-22-114-00803

*Concluded pursuant to the provision of section 91 and section 65 of Act no. 185/2015 Coll., The Authorial Act, as amended and pursuant to the provision of section 631 et seq. of Act no. 40/1964 Coll, The Civil Code, as amended
(hereinafter referred to as the „Contract“)*

Between the Parties

Commissioner:

Name:	Academy of Arts in Banská Bystrica
Registered office:	Kollárova 4002/22, 974 01 Banská Bystrica
RN:	31 094 970
Tax RN:	2021283935
ID VAT:	SK2021283935
Part of a higher education institution to which the Contract applies:	Faculty of Dramatic Arts of the Academy of Arts in Banská Bystrica
Registered office:	Horná 95, 974 01 Banská Bystrica
Bank connection:	Štátna pokladnica
IBAN:	SK SK31 8180 0000 0070 0006 7864
On behalf of the Commissioner:	doc. Mgr. art. Ľubomír Viluda, ArtD, Dean FDU
E-mail contact:	dekanatfdu@aku.sk

(hereinafter referred to as the „Commissioner“)

and

Author:

Name and surname:	Isabella Giampaolo
Date of birth:	
Permanent address:	
Birth ID no.:	
Bank connection:	
IBAN:	

(hereinafter referred to as the „Author“)

(*Commissioner and Author hereinafter referred to only as the „Parties“*)

Article I.

Subject of the Contract

1.1 The subject of this Contract is the obligation of the Author, through his/her own creative mental activity, to create for the Commissioner the Work defined in Article II of this Contract, and the Commissioner's obligation to take over from the author the Work properly created by him/her, and to pay him/her the remuneration agreed in Article III of this Contract.

1.2 At the same time, on the basis of this Contract, the Parties have agreed to grant consent - the author's license to use the Work created by him/her on the basis of this Contract.

Article II.

Work

2.1 For the purposes of this Contract, work is understood as:

- creating the workshop of the festival ARTORIUM under the name „ Creation starting from improvisation and observation“
 - in such a way that the work in question was created in accordance with the following requirements of the Commissioner:
 - workshop duration: 2 festival days / 4 hours per 1 day
 - and at the same time so that it can be used by the Commissioner mainly for the following purpose:
 - use within the teaching process by individual components of the Commissioner; (hereinafter referred to as the „Work“).

2.2 The author undertakes to create the Work personally at his/her own expense and risk, and declares that the Work will be the result of his/her own mental activity.

2.3 The Parties have agreed that the Author will hand over the Work to the Commissioner no later than on 17.10.2022 .

2.4 The Commissioner undertakes to take over the Work properly created by the Author and, if it is not created in accordance with this Contract, to inform the Author about this.

2.5 The Author's obligation is fulfilled by the proper fulfillment of all agreed conditions under this Contract.

Article III.

Author's remuneration

3.1 The Parties have agreed on an Author's remuneration for the creation and use of the Work, and for the use of other rights of the Commissioner under this Contract in the amount of 450,-EUR (in words: „ four hundred and fifty euros “).

3.2 The Author's remuneration is due within 15 calendar days from the day of the in-a-protocol acceptance of the Work by the Commissioner and will be paid to the Author by non-cash transfer to the bank account listed in the header of this Contract. The Commissioner is not obliged to pay the Author remuneration within the period according to the previous sentence, if he/she informs the Author before its expiry that the delivered Work does not meet any of the signs and specifications of the Commissioner under this Contract.

3.3 The Parties declare that the Commissioner, respecting the provisions of section 25e of Act no. 13/1993 Coll. on Art Funds, as amended, shall pay Author's remuneration under point 3.1 of this Article of the Contract to the Author in its entirety, i.e., without reducing it by the amount of the otherwise mandatory contribution to the relevant art fund under the aforementioned Act no. 13/1993 Coll. on Art Funds, as amended.

Article IV.

Sanctions

- 4.1 In the event that the Author fails to deliver the Work within the time limit under this Contract through no fault of the Commissioner, the Commissioner is entitled to claim against the Author a contractual penalty in the amount of 50% of the agreed Author's remuneration according to Article III of this Contract. The contractual fine is payable within the period announced in the written request of the Commissioner delivered to the Author. The provisions on the contractual penalty do not affect the Commissioner's possible claims for compensation for damage caused by the Author's breach of obligations.
- 4.2 The Commissioner is not entitled to a contractual penalty if the Author does not deliver the Work under this Contract for health reasons. In the event that the Work is not delivered on time due to health reasons on the Author's side, the latter is obliged to inform the Commissioner about this without delay and properly document this fact.

Article V.

Rights and obligations of the Parties

- 5.1 The Author is obliged to fulfill his/her obligation:
- 5.2 create the work on time and properly and in the corresponding quality, at his/her own expense and risk;
- 5.3 create the Work personally;
- 5.4 proceed with the creation of the Work with due professional care and in accordance with the Commissioner's instructions and the specification of the Work notified to him/her by the Commissioner;
- 5.5 notify the Commissioner without undue delay of all facts that are capable of thwarting or endangering the proper creation of the Work, namely those that have already occurred or those that can reasonably be expected to occur in the future,
- 5.6 comply with the obligation of confidentiality, which consists in not disclosing the contents of this Contract to third parties or any other information that is directly or indirectly related to the subject of the Author's performance, with the exception of the Author's legal, economic or other advisers, who are bound by the obligation in accordance with the relevant legal regulations silence.
- 5.7 At the Commissioner's request, the Author is obliged to inform the Commissioner in writing without undue delay about the actual state of the ongoing preparation and creation of the Work, and about all facts related to the process of creating the Work.
- 5.8 The Author declares that he/she will not grant any other person permission to use the Work for the duration of the license.

Article VI.

Licence

- 6.1 The Author grants the Commissioner an exclusive licence, materially and territorially unlimited.
- 6.2 The Author grants in accordance with the provisions of section 19 par. 4 in connection with the provisions of section 65 et seq. of the Copyright Act to the Commissioner (licence) for the following use of the Work:
- 6.3 making a copy of the Work,
- 6.4 public dissemination of the original Work or its reproduction by sale or other form of ownership transfer,
- 6.5 public dissemination of the original Work or its reproduction by rental or loan,
- 6.6 processing, translation and adaptation of the Work,

- 6.7 inclusion of the work in a collective Work,
- 6.8 presenting the Work to the public, in particular its public display of the original Work or reproduction, or its public performance,
- 6.9 public transmission of the Work, in particular making the entire Work available through further processing, including in the form of e-learning by adapting it to the needs of university students and subsequent online transmission.
- 6.10 The Author also grants the Commissioner permission to use useful parts of the Work (e.g. annotations, excerpt of a short part of the work) for promotional purposes, e.g. through the Internet, CD carriers and advertising presentation.
- 6.11 The Author undertakes to refrain from using the Work himself/herself in the manner and to the extent that the licence was granted to the Commissioner. The Author undertakes to refrain from granting consent (licence) to a third party for the use of the Work in the manner and to the extent in which the licence was granted to the Commissioner.
- 6.12 The Commissioner has the right to assign the granted licence to a third party.
- 6.13 The author grants the licence to the Commissioner for the period during which the Author's property rights to the work last.
- 6.14 The Parties agree that the granting of a licence under this Contract is free of charge.

**Article VII.
Service**

- 7.1 All documents related to this Contract shall be served to the address of the Party specified in this Contract, namely by mail.
- 7.2 If the Party does not accept the document at the address specified in this Contract or if it refuses to accept the document or if the document was not served to the address of the Party specified in this Contract for any other reason, the document is considered served on the day it is returned to the sender, even if the addressee does not find out about it. In this case, all legal effects of served documents will take effect on the day on which the document is considered served.

**Article VIII.
Other and final provisions, and consent to the processing of personal data**

- 8.1 Relationships which are not expressly regulated by this Contract are subject to generally binding legal regulations valid and effective in the territory of the Slovak Republic, in particular Act No. 40/1964 Coll., the Civil Code, as amended and Act No. 185/2015 Coll., the Copyright Act, as amended.
- 8.2 This Contract can only be modified or amended by a written amendment signed by both Parties.
- 8.3 The Commissioner is entitled to withdraw from this Contract in writing if the Author is in delay in fulfilling any of his/her duties (obligations) arising from this Contract and/or if the performance provided by the Author does not meet the conditions stated in this Contract or in a generally binding legal regulation, or in the Commissioner's internal regulation, or contradicts the Commissioner's instructions or requirements, or shows any other deficiencies. The Commissioner is entitled to withdraw from this Contract also if the Author is not yet in arrears with fulfilling his/her duties (obligations) arising from this Contract, but taking into account the circumstances, it is clear that the Author will not fulfill the subject of this Contract properly or on time. The Commissioner is entitled to withdraw from the Contract even if any statement made by the Author in this Contract turns out to be false.
- 8.4 By signing this Contract, the Author expresses his/her consent to the processing of his personal data in accordance with the Regulation of the European Parliament and the Council (EU) no. 2016/679 of 27 April 2016 on the protection of natural persons in the processing of personal data and on the free

flow of such data, which repeals Directive 95/46/EC, Act No. 18/2018 Coll. on the protection of personal data and on the amendment of certain laws as amended and the Personal Data Protection Principles published at the web link <https://www.aku.sk/sk/uradna-tabula/zasady-ochrany-osobnych-udajov.html>. By signing this Contract, the Author confirms that he/she has properly got acquainted himself/herself with the Privacy Policy in question before signing it.

- 8.5 In the event that in the future it turns out that some of the provisions of this Contract are invalid or it turns out to be impossible to fulfill them, this does not cause the invalidity or impossibility of fulfilling the other provisions of this Contract. The Parties to the Contract are obliged to conclude a contract without delay after such a finding, by which the shortcomings of these provisions will be eliminated and they will agree on the provisions that are closest in purpose to this Contract and the purpose that the invalid or unenforceable provisions of this Contract pursued.
- 8.6 This Contract becomes valid on the day it is signed by both Parties and effective on the day following its publication in the Central Register of Contracts maintained by the Office of the Government of the Slovak Republic. By signing this Contract, the Author expresses his/her consent to the publication of this Contract in the Central Register of Contracts maintained by the Office of the Government of the Slovak Republic.
- 8.7 This Contract is drawn up in two copies, of which one copy will be given to the Author and one copy will be given to the Commissioner.
- 8.8 The Parties declare that they entered into this Contract freely and seriously, did not act in error or under pressure, understood its content and sign it with their own hands as a sign of consent.

Place: Banská Bystrica

Date 14.10.2022

For the Commissioner:

Author:

.....
doc. Mgr. art. Ľubomír Viluda, ArtD
**Dean of the Faculty of dramatic arts
of the Academy of Arts in Banská Bystrica**

.....
Isabella Giampaolo