

C/24/2023

COPYRIGHT WORK AGREEMENT

concluded pursuant to § 91 of Act No. 185/2015 Coll. Copyright Act in conjunction with Sections 631 to 643 of Act No. 40/1964 Coll., Civil Code, as amended (hereinafter also referred to as the "**Agreement**")

between the parties:

Client:

Name:

Chemický ústav SAV, v.v.i.

Registered office:

Dúbravská cesta 5807/9, 845 38 Bratislava

ID. No..

00 166 618

Tax ID No..

2020894678

Represented by:

Mgr. Stanislav Kozmon, PhD., Director

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

a

Editor:

Name and Surname:

Prof. Jed Fisher

Date of Birth:

Address:

3898 Michiana Drive, New Buffalo MI 49117-9146

Country:

USA

Email:

jfisher1@nd.edu

Bank account (IBAN):

6550113516ABA026009593

SWIFT Code:

BOFAUS3N, Bank of America

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

1. Subject matter of the Agreement

- 1.1 The subject matter of the Agreement is the creation of the work as the result of the Editor's own creative intellectual work as the author.
- 1.2 The Work means the preparation of an evaluation report on the scientific work and/or manuscript of the author (applicant for publication) that has been delivered to the Client's information system (i.e. the Editorial Manager of journal Chemical Papers), including any material and/or outputs created by the Editor as the part of the evaluation process (hereinafter referred to as the "**Work**" or the "**Report**").
- 1.3 The Editor, as the author, undertakes to perform the Work for the Client. The Editor declares that the Work shall be the result of his/her own intellectual creative work, to which he/she shall own exclusive copyright. The Editor is also fully responsible for the fact that the use of the Work under this Agreement will not infringe any legal regulations or the copyrights or other rights of third parties.
- 1.4 The Editor undertakes to perform the Work in accordance with the principles of independence, impartiality, and objectivity and without any bias.
- 1.5 The subject matter of the Agreement also includes the granting of a license to the Client for using the Work to the extent agreed in the Agreement (the "**License**").
- 1.6 The Client agrees to pay the Editor the remuneration for the Work, including the provision of the License, in accordance with this Agreement.

2. License

- 2.1 The Editor, as the author, grants the Client the non-exclusive License to use the Work without any restrictions and for the duration of the copyrights in such subject matter under the Copyright Act. The Editor grants the Client the full scope license for all uses of the Work pursuant to Section 19(4) of Act No. 185/2015 Coll. as amended (Copyright Act). The License can be sublicensed by Client wholly or in part to a third party.

3. Remuneration

- 3.1 Editor shall be entitled to the remuneration agreed in the Agreement (hereinafter referred to as the "**Remuneration**") for the performance of the Work and for the License granted. The Parties agree that the Remuneration shall be paid to the Editor in Euro currency. The Remuneration is agreed by the Parties in the

amount of EUR 12,- for each one Report, which has been prepared in accordance with the Client's instructions. For the avoidance of any doubt, the total Remuneration shall include the remuneration for the performance of the Work as well as the remuneration for the License granted.

- 3.2 The Remuneration shall be paid to the Editor via transfer to the Editor's bank account specified in the header of the Agreement. Remuneration shall be paid to the Editor as follows:

3.2.1 sum of the Remunerations in the 1st quarter of the year shall be due by the end of April of that year;

3.2.2 sum of the Remunerations in the 2nd quarter of the year is due by the end of July of that year

3.2.3 sum of the Remunerations in the 3rd quarter of the year is due by the end of October of that year

3.2.4 sum of the Remunerations in the 4th quarter of the year is due by the end of January of the next calendar year.

- 3.3 The Client shall be entitled to adequately reduce the Remuneration for the Report where the shortcomings complained of by the Client have not been corrected or where the Editor is in default in on-time delivering the Report to the Client.

- 3.4 The Parties have agreed that the Editor shall settle the Remuneration in the tax declaration by himself after the end of the relevant tax year. Insofar as the applicable law so provides, taxes shall be governed by the law of the Editor's tax residency.

4. Submission of the Report

- 4.1 The Editor undertakes to submit the Report to the Client in electronic form via the Client's information system (i.e. the editorial manager of the journal *Chemical Papers*).

5. Duration of the Agreement. Termination of the Agreement

- 5.1 The Agreement is concluded for an indefinite period. This Agreement may be terminated by the Client anytime without giving any reason by providing 7 days' notice to the Editor, which starts to run on the day following the day of delivery of the notice to the Editor. The Client shall send the notice in electronic form to the Editor's email address specified in the header of the Agreement. The notice shall be deemed to have been received by Editor on the third day after the email has been sent.

- 5.2 The Parties agree that Article 2 of the Agreement (License) and Article 6 (6.3) of the Agreement shall survive the termination of the Agreement.

6. Final provisions

- 6.1 The Agreement shall be valid from the date of its signing by both Parties and shall be effective in accordance with Section 47a of Act No. 40/1964 Coll., Civil Code, on the day following the date of its publication in the Central Register of Contracts. The publication of the Agreement shall be ensured by the Client.

- 6.2 Legal relations not specifically regulated by the Agreement shall be governed by the generally binding provisions of the Copyright Act and the Civil Code.

- 6.3 The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of Slovak republic. The Parties agree that the resolution of any disputes arising from this contractual relationship shall vest in the jurisdiction of court of the Slovak republic.

- 6.4 Amendments to this Agreement may only be made in writing. This Agreement is executed in two (2) counterparts, one for Editor and one for Client.

- 6.5 The Parties hereby declare that they have read this Agreement, understand its contents and that it has been entered into freely, seriously and without duress. This Agreement constitutes the entire understanding between the Parties to the extent of the provisions of this Agreement and hereby supersedes and cancels all prior written and oral agreements.

In Bratislava on 19.4. 2023

Client:



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In New Buffalo MI on 18 Apr 2023

Editor

