

Work contract, License agreement no. 72/2023

concluded pursuant to § 91, § 65 et seq. Act no. 185/2015 Coll. Copyright Act as amended
(hereinafter referred to as the "Agreement")

between

Customer / Acquirer:	State Scientific Library in Banská Bystrica
Legal form:	state subsidized organization
Seat:	Lazovná 9, 975 58 Banská Bystrica, Slovak Republic
ID number:	35987006
VAT ID:	2021433172
VAT:	SK2021433172 – reg. according to § 7 of Act no. 222/2004 Coll. on value added tax, as amended
IBAN:	SK70 8180 0000 0070 0023 9822
SWIFT:	SPRSKBA
Statutory authority: (hereinafter as „Customer / Acquirer“)	PhDr. Oľga Doktorová, director

and

Contractor / Author:	Zoltán Lewalt-Jezierski
Address:	
Date of Birth:	
Bank account – IBAN:	
(hereinafter as „Contractor / Author“)	
(together as „contracting parties“)	

Preamble

The content of the contract is the regulation of the rights and obligations of the contracting parties related to the creation of a work specified in more detail in Article I of this contract and also the granting of the consent of the Contractor / Author to the Customer / Acquirer to use the work (license) in the manner and under the conditions agreed in Article IV of this contract.

Article I Subject of the contract

The subject of the contract is the obligation of the Contractor / Author to create the following work for the Customer / Acquirer: **Tools for a Modern Exhibition in a Library Space** (hereinafter as „professional contribution to the collection“) in the range of 5 - 10 standard pages, which will be published in the collection **TLib 2023 – New Modern Library Services: Survival School For Libraries In The Digital Environment** (hereinafter as "work"). At the same time, the subject of the contract is also the obligation of the Customer / Acquirer to pay the Contractor / Author a fee according to Art. 3 of this contract.

Article II Rights and obligations of the contracting parties

2.1 Contractor / Author:

- a) is obliged to create the work at his own expense, personally and according to the instructions of the Customer / Acquirer;
- b) is obliged to create the work according to the contract, duly and at the agreed time;
- c) undertakes to create a professional contribution to the collection in the range of 5 - 10 standard pages in the .odt, rtf. or .doc format;
- d) undertakes to create and hand over the said work to the responsible employee of the Customer / Acquirer – PaedDr. Ivan Očenáš, PhD., in electronic form to the email address:

ivan.ocenas@svkbb.eu, which will be confirmed in the protocol on the handover and acceptance of the work, which forms Annex no. 1 of this contract, no later than **12 May 2023**.

2.2 Client / Acquirer:

- a) must provide the Contractor / Author with the necessary cooperation needed for the creation of the work;
- b) undertakes to deliver to the Author 1 free copy of the collection **TLib 2023 – New Modern Library Services: Survival School For Libraries In The Digital Environment**, which will include the Author's work within 60 days after the publication of the collection;
- c) is obliged to pay the Contractor / Author a reward for properly and timely completed work according to Art. 3 of this contract.

Article III Reward

3.1. For the creation of a professional contribution to the collection, the contracting parties agreed on a reward in the amount of 150 euros (in words: one hundred and fifty euros).

3.2. The reward for the creation of the work will be paid by non-cash transfer to the IBAN of the Contractor / Author listed in the header of this contract. This reward is final and the Contractor / Author will not claim any further reward.

3.3. The right to a reward arises after the Contractor / Author has handed over the properly and timely completed work to the authorized employee of the Customer / Acquirer and the Customer / Acquirer has approved the finished work and established that the work was created in accordance with his instructions.

3.4. The reward is payable within 30 calendar days after the handover of the fault-free work to the Customer / Acquirer, which will be confirmed on the handover protocol signed by both contracting parties.

Article IV Use of the work

4.1. The Contractor / Author grants the Customer / Acquirer free consent to the use of the work (hereinafter referred to as "license") in any way in accordance with § 19 of Act no. 185/2015 Coll. Copyright Act as amended (hereinafter referred to as the "Copyright Act"), in particular for:

- a) processing of the work,
- b) connection of the work with another work,
- c) inclusion of the work in the database according to § 131 of the Copyright Act,
- d) making a copy of the work,
- e) public distribution of the original work or a copy of the work by transfer of ownership, borrowing, renting,
- f) making the work public by public display of the original of the work or a copy of the work, public performance of the work, public transmission of the work.

4.2. The Contractor / Author grants the Customer / Acquirer a license as exclusive, to an unlimited extent and for an unlimited time, meaning the author may not grant a third party a license for the use of the work granted by this license and is obliged to refrain from using the work in the manner for which he granted exclusive license.

4.3. The Customer / Acquirer is entitled to grant a third party consent to the use of the work within the scope of the granted license (sublicense) only with the prior written consent of the Contractor / Author.

4.4. The Customer / Acquirer may assign the license to a third party only with the prior written consent of the Contractor / Author.

4.5. The contracting parties have agreed that the Contractor / Author grants the Customer / Acquirer a license free of charge.

4.6. Upon the termination of the Customer / Acquirer, the rights and obligations from this license agreement are transferred to his legal successor.

4.7. The personal rights of the Contractor / Author remain unaffected by the granting of the license.

Article V Final provisions

5.1. This contract is made in three copies, each with the validity of the original, of which one copy will be received by the Contractor / Author and two copies will be received by the Customer / Acquirer.

5.2. This Agreement may be amended or supplemented only by numbered written amendments signed by both parties.

5.3. Relationships that are not specifically regulated by this contract are governed by the general provisions of Copyright Act and Act No. 40/1964 Coll. Civil Code as amended, as well as other relevant generally binding legal regulations of the Slovak Republic.

5.4. The contracting parties acknowledge that this contract is obligatorily published in accordance with § 5a of Act no. 211/2000 Coll. on Free Access to Information and on Amendments to Certain Acts (Freedom of Information Act) as amended in the Central Register of Contracts kept by the Office of the Government of the Slovak Republic. The contracting parties give their express consent to the publication of the contract in full.

5.5. The Agreement shall enter into force on the date of signature by both parties. In the event of a difference in the dates of signatures of the contracting parties, the later date shall be considered as the date of validity.

5.6. The Agreement shall enter into force on the day following the day of its publication in the Central Register of Contracts kept by the Office of the Government of the Slovak Republic in accordance with the provisions of § 47a of Act no. 40/1964 Coll. Civil Code as amended.

5.7. The contracting parties declare that they have entered into the contract freely and seriously, have not acted in error or in distress, have understood its content and sign it by hand as a sign of consent.

5.8. The Author, as the person concerned, acknowledges that the State Scientific Library in Banská Bystrica, as the operator, processes personal data on the basis of this contract, including related documents within the framework of a pre-contractual and contractual relationship. Processing is carried out in accordance with Regulation of the European Parliament and of the Council of the EU no. 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46 / EC (General Data Protection Regulation) and Act no. 18/2018 Coll. on the protection of personal data and on the amendment of certain laws. The Author hereby gives their consent to the making of a video recording from the online conference of the State Science Library in Banská Bystrica, Lazovná 9, 975 58 Banská Bystrica and subsequent publication in the Internet environment, via social networks and the library's official website for the presentation and documentation of the activities of the State Science Library in Banská Bystrica.

5.9. An integral part of this contract is Protocol on the handover and acceptance of the work (Annex no. 1)

In Banská Bystrica, date

In, date 4. 5. 2023

Customer / Acquirer:

Contractor / Author:

PhDr. Oľga Doktorová, director

Zoltán Lewalt-Jeziarski

Protocol on the handover and acceptance of the work

Customer / Acquirer: State Scientific Library in Banská Bystrica
 Legal form: state subsidized organization
 Seat: Lazovná 9, 975 58 Banská Bystrica, Slovak Republic
 ID number: 35987006
 Statutory authority: PhDr. Oľga Doktorová, director
 Responsible employee in matters acceptance procedure:
 PaedDr. Ivan Očenáš, PhD.
 (hereinafter as „Customer / Acquirer“)

and

Contractor / Author: Zoltán Lewalt-Jeziarski
Address:
Date of Birth:
 (hereinafter as „Contractor / Author“)
 (together as „contracting parties“)

I.

The Contracting Parties concluded on 4. 5. 2023 a Contract for Work, a License Agreement, registered with the Customer / Acquirer under no. 72/2023 (hereinafter as "the contract"). The subject of the contract was the obligation of the Contractor / Author to create a work for the Customer / Acquirer titled: **Tools for a Modern Exhibition in a Library Space** (hereinafter referred to as “professional contribution to the collection”), in the range of 5 - 10 standard pages, which will be published in the collection **TLib 2023 – New Modern Library Services: Survival School For Libraries In The Digital Environment** (hereinafter as "work"). At the same time, the subject of the contract was also the obligation of the Customer / Acquirer to pay the Contractor / Author an award according to Art. 3 of this contract.

II.

The contracting parties hereby declare that the work was delivered to the Customer / Acquirer in electronic form in the .doc/.rtf/.odt* format as follows:
 professional contribution to the collection in the range of standard pages on (date).....;
 The Customer / Acquirer declares that the work was / was not* created according to the contract, properly, in required quality and scope, without shortcomings / with shortcomings * and at the agreed time.

III.

The protocol is made in three copies with the validity of the original, of which one copy will be received by the Contractor / Author and two copies will be received by the Customer / Acquirer.

In Banská Bystrica, date

Contractor / Author: Zoltán Lewalt-Jeziarski

signature:

Customer / Acquirer: PaedDr. Ivan Očenáš, PhD.

signature:

*) cross out what does not apply