

East Slovak Gallery, 27 Hlavná Street, 040 01 Košice, Slovak Republic

Creation and Licensing Agreement No. 2023/1/16

concluded pursuant to the provisions of Act No. 185/2015 Coll. on Copyright Act as amended
(hereinafter referred to as the "Copyright Act")

I. The Contracting Parties

Client: East Slovak Gallery
Address: Hlavná 27, 040 01 Košice
Statutory body: Mgr. art. Dorota Kenderová, ArtD,
Business ID: 31 297 820
Tax ID: 202145113

Creator: Bente Sommerfeldt-Colberg

Address: Bøveien 54, 3420 Lierskogen, Norway

Birth number: 10. 08. 1966

Financial institution and account number – IBAN: NO4860291212282

Swift code/BIC code: NDEANOKK

Name and address of the bank: Nordea Bank Abp, Essendrops gate 7, Postboks 1166 Sentrum, 0107 Oslo, Norway

Art. I

Subject of the Agreement

1. The subject of this Agreement is the regulation of the rights and obligations of the parties arising from the obligation of the Creator to create a work for the Client and the obligation of the Client to pay the Creator remuneration for the work under the terms agreed in this Agreement within the framework of the (project "House of Mine" financed within the budget of the project contract number 1978/2022, project CLT03041 from the Financial Mechanism of the European Economic Area 2014 – 2021 and the state budget of the Slovak Republic).
2. The subject matter of this Agreement is also the granting of a license to a created work meeting the definition of a work under the relevant provisions of the Copyright Act (hereinafter referred to as the "Work").
3. The Client hereby orders the Creator to produce the work: Exhibition Power and Frailty – deliver the final list of works based on the actual exhibition space of the East Slovak Gallery at 22 Alžbetina Street by 15 April 2023, carry out the professional installation of the exhibition Power and Frailty, the

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opening of which will take place on 24 May 2023 at 6 p.m. on the premises of the East Slovak Gallery and the exhibition will last until 1 October 2023 within the framework of the project ("House of Mine" financed within the budget of the project contract number 1978/2022, project CLT03041 from the Financial Mechanism of the European Economic Area 2014 - 2021 and the state budget of the Slovak Republic) - budget item No. 1 - activity 1.

Art. II**Time and place of production**

1. The Creator undertakes to perform the work in accordance with Art. I of this Agreement to the Client within the time limit no later than 24 May 2023 by 6 p.m. on the premises of the East Slovak Gallery, 22 Alžbetina Street, 040 01 Košice
2. Delivery and acceptance of the work by the parties shall be carried out by handing it over in the form of a professional work for the exhibition Power and Frailty.

Art. III**Scope and method of production**

3. In order to fulfil the obligation, the Creator shall provide and produce the following: deliver the final list of works based on the actual exhibition space of the East Slovak Gallery at 22 Alžbetina Street by 15 April 2023, carry out professional installation of the exhibition Power and Frailty, the opening of which will take place on 24 May 2023 at 6 p.m. on the premises of the East Slovak Gallery.

III**Rights and obligations of the Parties**

1. The contracting parties undertake to provide each other with mutual assistance.
2. The Creator undertakes under this Agreement to produce a work for the Client which is the result of his own creative activity as defined in Article I of this Agreement.
3. The Creator is obliged to create the work personally.
4. The Creator undertakes to create and deliver the work by 24 May 2023, 6 p.m.
5. The Client undertakes to provide access to the information necessary for the creation of the work (information on the planned use of the work, etc.)
6. If for any reason the Client does not become the exclusive holder of the property rights in relation to the work, the Creator grants the Client a licence to the work, i.e. consent to use the work, from the moment the work is handed over to the Client. The licence is granted to the following extent:
 - manner of use - all known forms of use of the work at the time of conclusion of this Agreement, in particular for the methods of use specified in point 4 of this article;
 - the term of the licence - for the entire duration of the exclusive property rights to the work under the Copyright Act;
 - territory - without territorial limitation as well as without material limitation;
 - the licence is exclusive;
 - the Client is entitled to grant a sub-licence to a third party within the scope of the licence granted or to assign the licence or any part thereof to any third party; the Creator hereby also grants the Client his/her explicit and irrevocable consent to grant a sub-licence to a third party as well as to assign the licence or any part thereof. The Client shall not be

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obliged to use the exclusive licence. The grant of a sub-licence or assignment of a licence (or part thereof) to a third party may be made in a form other than in writing (i.e. no written form is required for the validity of the sub-licence or assignment of the licence, or part thereof);

- the remuneration for the licence is already included in the total remuneration under this Agreement and the Creator shall not be entitled to any further special remuneration for the licence granted.

7. Contact person of the Client:

Mgr. Valér Bakajsa, bakajsa@vsg.sk, 0918870531

**Art. IV
Creator's remuneration**

1. The Creator is entitled to remuneration for the creation of the work and remuneration for granting permission for its use.
2. The remuneration for the creation of the work has been agreed by the parties in the total amount of 800 EUR / in words Eight hundred EUR.
3. The Client undertakes to pay the remuneration to the Creator by bank transfer to the Creator's account no later than June 15, 2023
4. The Client shall make a mandatory contribution of 2% to the respective art fund according to a special regulation (Act of the National Council of the Slovak Republic No. 13/1993 Coll. on Art Funds) to the account of the Fine Artists' Fund, IBAN: SK02 200 0100 1400 0973 5062.
5. The Client within the meaning of Art. 43 of Act No. 595/2003 Coll. on Income Tax withholds and pays withholding tax of 19% from the price.

**V
Agreement duration and options for termination**

1. This Agreement is concluded for a definite period of time until the creation and delivery of the work.
2. The Agreement may be terminated by written agreement of the parties.
3. Termination shall take effect on the date of delivery of written notice to the other contracting party.
4. The Client shall be entitled to withdraw from the Agreement if
 - a. the work has defects which prevent the work from being used for the purpose agreed in the Agreement;
 - b. the Creator fails to remedy the defects in the work;
 - c. the Creator fails to hand over the work within the agreed time limit.

**VI
Final provisions**

1. The Agreement shall enter into force on the date of its signing by the contracting parties.
2. The Agreement shall be effective on the day following the date of its publication on the East Slovak Gallery's website.

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3. Changes to this Agreement may only be made in writing in the form of an addendum with the signatures of the contracting parties.
4. Unless otherwise stipulated in this Agreement, the legal relations between the parties shall be governed by the provisions of Art. 618/2003 Coll. on copyright and rights related to copyright (Copyright Act).
5. Other matters not regulated by the Agreement shall be governed by the applicable law of the Slovak Republic, in particular the Civil Code.
6. The Creator declares that he/she excludes collective administration of his/her rights to the subject matter of the Agreement in accordance with Art. 84 of the Copyright Act.
7. The parties declare that insofar as they have provided or will provide personal data of natural persons in connection with the performance of their obligations under this Agreement, they undertake to handle and process such personal data solely for the purposes of the performance of their obligations under this Agreement and in accordance with the relevant currently valid and effective legal provisions on the protection of personal data, in particular in accordance with Regulation (EU) 2016/679 of the European Parliament and of the European Council from 27 April 2016 on the protection of natural persons 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).
8. The Creator undertakes to allow all controlling entities, including the Ministry of Investment, Regional Development and Informatization of the Slovak Republic, the Ministry of Finance of the Slovak Republic, the Financial Mechanism Office, the Ministry of Foreign Affairs of the Kingdom of Norway, the Financial Mechanism Committee, the Office of the Auditor General of the Kingdom of Norway and other control bodies and bodies authorised to carry out controls under the relevant legislation of the Slovak Republic, as well as all entities authorised by these institutions to carry out controls of documents related to the implementation of this Agreement, throughout the period of mandatory archiving of these documents, determined in accordance with the applicable legislation of the Slovak Republic.
9. If any provision of this Agreement should be or become invalid or ineffective, the parties undertake to replace it forthwith by a new provision the meaning of which shall to the maximum extent approximate the meaning and purpose of the provision being replaced so that it may be presumed that the parties would have applied it had they known of the invalidity or ineffectiveness of the provision being replaced.
10. The Agreement shall be drawn up in triplicate, with the Client receiving two copies and the Creator receiving one copy.
11. The parties declare that they have duly and carefully read the text of the Agreement, that they have fully understood its contents and that it expresses their free and serious will, free from any errors, to which they affix their signatures.

In Lierskogen on April 10, 2023

In Košice on April 3, 2023

Bente Sommerfeldt - Colberg


Mgr. art Dorota Kenderová, ArtD.
Director of the East Slovak Gallery