

Agreement on Creating Work Subject to Copyright and Licensing Agreement

concluded pursuant to provisions of Section 631 et seq. of the Act no. 40/1964 Coll. as amended (the Civil Code) in connection with Section 91 of the Act no. 185/2015 Coll. as amended (the Copyright Act) and Section 65 of the Act no. 185/2015 Coll. as amended (the Copyright Act) (hereinafter referred to only as the „**Agreement**“) by and between

Author: **Márton Németh**
date of birth:
address of residence:
bank account (IBAN):
acting: in person

and

Order Party and Licensee: the University Library in Bratislava
Registered Office at: Michalská 1, 814 17 Bratislava
Organization Reg. No.: 00164631
Bank connection: Bratislava Treasury
Account no. (IBAN): SK77 8180 0000 0070 0007 0334
Represented by: Ing. Silvia Stasselová, General Director

hereinafter referred to jointly as the „Parties“ and individually each according to the designation above as the „**Author**“ and/or as the „**Licensee**“.

1. Introductory Provisions

1. The Licensee provides for the realisation of the conference on „LTP 2019:“ New trends and scopes in building LTP archives (hereinafter referred to only as the „Conference“), which will include speakers presentations and the proceedings as the output from the conference.
2. The Work subject to copyright created hereunder is designated for promoting the Central Data Archive and as a specializet output from the conference on formats and archives' format strategy.

2. Subject of the Agreement and the Work

2.1. The subject of the Agreement is:

- a) creating the Work by the Author
- b) granting the Author's consent to use of the Work by the Licensee and regulating the relating rights and obligations of the Parties,
- c) revising and expanding the text of the contribution to the proceedings,
- d) creating and having a presentation at the conference held on 05 November 2019,
- e) preparing a contribution to the conference proceedings.

2.2. The Work for the purpose hereof shall be understood as the specialized text – a contribution to the proceedings and the presentation on the topic „**Using semantic microformats for**

web archiving - an initial project conception“, which the Author undertakes to create under and in accordance with this Agreement (hereinafter referred to only as the „**Work**“).

3. Creating the Work

3.1.The Author undertakes to create the Work in person. The scope of the Work shall be no more than 10 standard pages. The presentation shall not be longer than 30 minutes. The Work created hereunder shall be the so-called made-to-order Work for the purposes of Section 91 of the copyright Act.

3.2.The Author undertakes to create the Work – a contribution to the proceedings no later than 21 October 2019, a presentation no later than 05 November 2019. The Author shall be obliged to hand the Work over to the Licensee within a specified time limit in the following forms:

- a) a text for the proceedings – to be sent electronically to the e-mail address:
the file having the format doc, docx or rtf;
- b) a presentation – to be made in person at the conference.

3.3.The Licensee undertakes to provide the Author with inevitable assistance required for creating the Work.

3.4.The Licensee shall be obliged to take the created Work over from the Author that is free of deficiencies, including grammatical correctness. Should the created Work have any deficiencies, the Author undertakes to eliminate the same within an additional reasonable time limit specified by the Licensee.

3.5.The Author undertakes and declares that the created Work will be, at the time of delivery, free of any legal defects and that no third parties will have rights to the Work and that such condition will be preserved for the entire time for which the Licensee is granted a licence hereunder.

3.6.The Licensee reserves the right to refuse the Work as not conforming to the Licensee's subjective assessment, i.e. within 10 workdays from handing the created Work free of any deficiencies over to the Licensee; the refusal of the Work shall take the form of sending a notice of refusal electronically to the Author's e-mail address: . The Author respects the Licensee's right to refuse the Work, accepting the Licensee's right to subjectively assess the created Work and the extent to which the Work meets the Licensee's expectations.

3.7.The Licensee shall be transferred the ownership right to the object that is the expression of the Work on the day of the Work handover.

4. Licence

4.1. The Author grants the following licences to the Licensee in connection with the Work:

- a) an exclusive right to use the Work in the manner of use of the Work as defined under 4.2 a) through f), i.e. the Licensee acquires an exclusive licence for the given use of the Work.
- b) a non-exclusive right to use the Work in the manner of use of the work as defined under 4.2. g), i.e. the Licensee acquires a non-exclusive licence for the given use of the Work.

(hereinafter jointly referred to only as the „**Licence**“)

It shall apply that the licence will be rendered null and void, if the Licensee refuses the Work pursuant to clause 3.6 hereof.

4.2. The Licensee shall be authorized to use the Work in this manner:

- a) including the work into the conference proceedings,
- b) making the Work accessible through the Internet,
- c) making a reproduction of the Work for the purpose of including the Work into a database and/or into a collection of Works within the meaning of a),
- d) making a reproduction of the Work and public disseminating of the reproduction of the Work for the purpose of representing and promoting the Licensee, conference and the CDA;
- e) processing, adapting and translating the Work (translation of the Work shall be understood as the translation into any foreign language),
- f) making an audio and visual recording of the lecture and unlimited disseminating of the audio and visual recording and its reproducing for the purpose of representing the Licensee, conference and the CDA;
- g) in form of book publications or print media.

4.3. The Author grants the licence to an unlimited extent. .

4.4. The Author grants the licence for the entire term of the Work copyright protection.

4.5. The Licensee shall be authorized to give consent to a third party to the use of the Work to the extent of the granted licence.

4.6. The Licensee is authorized to arrange the performance of the activities that are permitted uses of the Work pursuant to this Agreement through third parties; at all times in the manner not disparaging the disposal of the Work.

5. Fee

5.1. The Parties agree that the fee for creating the Work (i.e. for the contribution as well as presentation) and for granting the licence amounts to **EUR 150.-** (hereinafter referred to only as the „Fee“), while the Parties state that 60% of the sum of the Fee is the price of creating the Work and 40% of the sum of the Fee is the price of granting the licence.

5.2. In the event that the Work is refused pursuant to clause 3.6 hereof, the Author shall not be entitled to the Fee.

5.3. The Licensee undertakes to pay the Fee as a lump sum, by a noncash transfer to the Author's bank account within 30 days from the takeover of the Work free of any deficiencies.

5.4. The Author agrees with the Licensee that it shall not apply the withholding tax pursuant to Section 43 (14) of the Income Tax Act, i.e. the Author will tax these incomes on his own by means of a tax return.

6. Final Provisions

- 6.1.** Until the Work is created, the Licensee may withdraw from the Agreement; however, the Licensee is obliged to pay the Author the sum that is attributable to the Works that have already been performed, if the Author cannot use their outcome in a different way and to compensate the Author for any and all purposefully incurred costs, but only in the amount not exceeding the Fee.
- 6.2.** The Licensee shall be authorized to withdraw from the Agreement, if it is obvious that the Work will not be completed in time or it will not be performed duly and if the Author fails to make a remedy within the provided reasonable time limit. Refusal of the Work pursuant to clause 3.6 hereof shall be deemed, from the legal point of view, a special case having the nature of withdrawal from the Agreement.
- 6.3.** The Author shall be authorized to withdraw from the Agreement, if the Licensee uses the Work in conflict with this Agreement or if the Licensee breaches or, as the case may be, jeopardizes the Author's moral rights to the Work.
- 6.4.** Withdrawal pursuant to paragraphs 6.1 through 6.3 must be in writing, it shall be otherwise null and void. Withdrawal shall be effective upon its delivery to the other party.
- 6.5.** This Agreement shall become into force on the day of its compulsory publication within the meaning of legal regulations in force.
- 6.6.** This Agreement as well as the rights and obligations hereunder are regulated by the law of the Slovak Republic as the governing law.
- 6.7.** The Parties declare that the contractual manifestations are adequately intelligible and explicit, their contractual freedom is not limited and the legal act is made in a prescribed form. This Agreement is concluded based on the Parties' free will and in witness of their agreement with its content as well as its consequences, the Parties have executed the Agreement. This Agreement is made out in three counterparts, while the Author shall receive one counterpart and two counterparts will remain with the Licensee.

Done at Bratislava, this

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Ing. Silvia Stasselová
General Director
the University Library in Bratislava

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Márton Németh