

**ZMLUVA č. Z-KR2023/86****o vytvorení diela a udelení licencie  
na jeho použitie**

uzatvorená podľa zákona č. 185/2015 Z. z. Autorský  
zákon v znení neskorších predpisov  
(ďalej len „AZ“) medzi zmluvnými stranami:

|                                                                    |                                                    |
|--------------------------------------------------------------------|----------------------------------------------------|
| <b>1. Objednávateľ</b>                                             | <b>Kunsthalle Bratislava</b>                       |
| Sídlo:                                                             | Námestie SNP 471/12,<br>811 06 Bratislava          |
| Štatutárny orgán:                                                  | Mgr. Jan Amann Kratochvil,<br>riaditeľ             |
| Zamestnanec<br>oprávnený konať vo<br>veciach realizácie<br>zmluvy: |                                                    |
| IČO:                                                               | 52 832 171                                         |
| DIČ:                                                               | 2121150163                                         |
| Banka:                                                             | Štátna pokladnica                                  |
| IBAN:                                                              | SK65 8180 0000 0070 0063<br>8970                   |
| Korešpondenčná<br>adresa:                                          | Námestie SNP 12, P.O.Box<br>107, 810 07 Bratislava |
| Príspevková<br>organizácia zriadená:                               | Rozhodnutie MK SR číslo<br>MK-4239/2019-450/19595  |
| Kontakt:                                                           | +421 2 20 476 263,<br>info@kunsthallebratislava.sk |
| (ďalej len „Objednávateľ“ alebo „KHB“)                             |                                                    |

a

|                                            |                         |
|--------------------------------------------|-------------------------|
| <b>2. Autor</b>                            | <b>Anastasija Pavić</b> |
| Trvalý pobyt:                              |                         |
| Banka:                                     |                         |
| Swift Code/BIC:                            |                         |
| IBAN:                                      |                         |
| Kontakt:                                   |                         |
| Rezident krajiny /<br>akronymy:            |                         |
| Dátum narodenia:                           |                         |
| Identifikačné číslo<br>pridelené v krajine |                         |

**CONTRACT no. Z-KR2023/86****on the creation of Artwork and licensing  
of its use**

concluded pursuant to Act no. 185/2015 Coll. Authors'  
Rights Act, as amended  
(hereinafter "ARA") between the following Contracting  
Parties:

|                                                                                                    |                                                                         |
|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| 1. Client                                                                                          | Kunsthalle Bratislava                                                   |
| Head office:                                                                                       | Námestie SNP 471/12,<br>811 06 Bratislava                               |
| Statutory body:                                                                                    | Mgr. Jan Amann Kratochvil,<br>Director                                  |
| Employee authorized<br>to act in matters<br>connected to the<br>implementation of the<br>Contract: |                                                                         |
| ID no.:                                                                                            | 52 832 171                                                              |
| Tax no.:                                                                                           | 2121150163                                                              |
| Bank account:                                                                                      | State Treasury                                                          |
| IBAN:                                                                                              | SK65 8180 0000 0070 0063<br>8970                                        |
| Mailing address:                                                                                   | Námestie SNP 12, P.O.Box<br>107, 810 07 Bratislava                      |
| State contributory<br>organization<br>established by:                                              | Resolution of the Ministry of<br>Culture no. MK-4239/2019-<br>450/19595 |
| Contact:                                                                                           | +421 2 20 476 263,<br>info@kunsthallebratislava.sk                      |
| (hereinafter "Client" or "KHB")                                                                    |                                                                         |

and

|                                          |                         |
|------------------------------------------|-------------------------|
| 2. Author                                | <b>Anastasija Pavić</b> |
| Permanent residence:                     |                         |
| Bank account:                            |                         |
| Swift Code/BIC:                          |                         |
| IBAN:                                    |                         |
| Contact:                                 |                         |
| Resident in<br>country/acronyms:         |                         |
| Date of birth:                           |                         |
| Identification number<br>assigned in the |                         |

(ďalej len „Autor“)

**Preambula**

Zmluvné strany uzatvárajú túto zmluvu na základe vlastnej, slobodnej a vážnej vôle, s cieľom upraviť jej prostredníctvom korektné vzťahy Objednávateľa a Autora pri vytvorení diela a udelení licencie na jeho použitie. Zmluvné strany považujú ujednania obsiahnuté v tejto Zmluve za ujednania v súlade s dobrými mravmi. Zmluvné strany vyhlasujú, že údaje uvedené v záhlaví tejto Zmluvy sú pravdivé a aktuálne a zaväzujú sa vzájomne bez meškania oznámiť druhej zmluvnej strane každú zmenu, ktorá by mohla mať vplyv na plnenie zmluvných záväzkov. Sú si vedomí, že pri neoznámení takejto skutočnosti budú znášať následky, ktoré môžu druhej zmluvnej strane z neznalosti týchto údajov vzniknúť.

**Článok I****Predmet zmluvy**

1. Predmetom tejto zmluvy je záväzok Autora za podmienok dohodnutých v tejto Zmluve vytvoriť osobne a s náležitou starostlivosťou pre Objednávateľa dielo

- **Výstava ROTTEN SMELL IS YOU**

(ďalej len „Dielo“).

2. Autor sa zaväzuje vytvoriť predmet zmluvy podľa odseku 1 tohto článku osobne, svojou vlastnou tvorivou duševnou činnosťou v požadovanej kvalite a rozsahu.
3. Požiadavky KHB týkajúce sa diela: Autorský dozor nad realizáciou diela.
4. Odovzdaním vytvoreného Diela prechádza vlastnícke právo na Objednávateľa.

Autor vyhlasuje, že vylučuje správu svojich práv k predmetu tejto Zmluvy počas trvania výstavy v súlade s článkom II .

**Článok II****Miesto a čas plnenia**

1. Autor sa zaväzuje odovzdať v sídle Objednávateľa vytvorené Dielo podľa Článku I tejto Zmluvy v požadovanej kvalite a rozsahu v lehote najneskôr do: **04.09.2023**.
2. Výstava sa koná v termíne od 5. septembra 2023 do 16. októbra 2023.

**Článok III****Autorská odmena**

1. Objednávateľ sa zaväzuje za riadne a včas vytvorené a odovzdané dielo, ako i za udelenie súhlasu/licencie Autora na jeho použitie podľa Článku IV tejto Zmluvy uhradiť odmenu v celkovej sume **550,00 €**

(hereinafter "Author")

**PREAMBLE**

The Contracting Parties enter into this Contract based on their own, free and serious will and with the aim to define the correct contractual relations between the Client and Author regarding the creation of Artwork and granting the license for its use. The Contracting Parties consider the arrangements contained in this Contract to be in accordance with good morals. The Contracting Parties declare that the information provided in the heading of this Contract is accurate and up to date, and they are mutually committed to notify the other Contracting Party without delay of any changes that might affect the fulfilment of contractual obligations. They are aware that in the event of a failure to report such facts they shall bear the consequences that might arise to the other Contracting Party due to the lack of such information.

**Article I****Subject of Contract**

1. The subject of this Contract is the Author's commitment to create the Artwork for the Client personally, with due diligence, and under the conditions stipulated in this Contract.

- **Exhibition ROTTEN SMELL IS YOU**

(hereinafter "Artwork").

2. The Author undertakes to create the subject of Contract pursuant to paragraph 1 of this Article personally through his own creative intellectual activities and in the required quality and scope.
3. KHB requirements related to Artwork: Author's supervision over the implementation of Artwork.
4. By delivering the completed Artwork, the Client shall not receive title to the physical part of Artwork (exhibited items).

The Author declares that he has excluded management of his rights to the subject of this Contract during the exhibition period in accordance with Article II.

**Article II****Venue and period of performance**

1. The Author undertakes to deliver the completed Artwork under Article I of this Contract to the Client's head office in the required quality and scope within the following deadline: **04.09.2023**.
2. The exhibition takes place from 5 of september 2022 till 16 october 2023.

**Article III****Royalties**

1. The Client undertakes to pay the royalties in total **€ 550**(in words: five hundred fifty euros and zero eurocents – the amount is negotiated by both

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| <p><b>(slovom: päťsto päťdesiat EUR a nula eurocentov) - cena stanovená dohodou.</b><br/>Z hore uvedenej celkovej sumy je:</p> <ol style="list-style-type: none"> <li>odmena za vytvorenie a odovzdanie diela vo výške <b>220,00 € (t.j. 40 %).</b></li> <li>odmena za udelenie licencie na použitie diela vo výške <b>330,00 € (t.j. 60 %).</b></li> </ol> <p>Odmena bude podliehať odvodom a daniam v zmysle platných právnych predpisov Slovenskej republiky.</p> <ol style="list-style-type: none"> <li>Nárok na odmenu vzniká Autorovi podpísaním odovzdávacieho protokolu zo strany KHB pri odovzdaní diela.</li> <li>Objednávateľ sa zaväzuje uhradiť dohodnutú autorskú odmenu podľa odseku 1 Článku III tejto Zmluvy po odovzdaní Diela Autorom v definitívnom tvare, včas a upravené tak, aby sa mohlo šíriť dohodnutým spôsobom, prevodným príkazom na bankový účet Autora uvedený v záhlaví tejto Zmluvy do 30-tich kalendárnych dní po dni, v ktorom Objednávateľ prijal Dielo pre použitie pre svoje účely v zmysle odseku 2 Článku III tejto Zmluvy.</li> <li>KHB a Autor sa dohodli, že Autor okrem odmeny podľa odseku 1 tohto článku nemá nárok na žiadnu inú odmenu, inú úhradu akýchkoľvek nákladov, výdavkov alebo poplatkov spojených s vytvorením diela, jeho realizáciou a udelením licencie na použitie Diela. Odmena podľa odseku 1 tohto článku zahŕňa odmenu Autora za poskytnutie oprávnenia Objednávateľovi vykonávať a užívať majetkové práva autorské k dielu počas trvania výstavy, pričom zmluvne strany prehlasujú, že pri zjednaní odmeny za poskytnutie licencie prihliadli k účelu a rozsahu poskytovaných oprávnení.</li> <li>Z charakteru Diela vyplýva, že Objednávateľ objektívne nemá záujem na oneskorenom plnení záväzku Autora podľa odseku 1 Článku II tejto Zmluvy. Zmluvné strany sa dohodli na vylúčení dodatočnej lehoty na riadne odovzdanie diela. Pri nesplnení stanovenej lehoty na odovzdanie diela podľa Článku II tejto Zmluvy Objednávateľ Autorovi autorskú odmenu neuhradí. Autor sa zaväzuje uhradiť Objednávateľovi preukázateľne vynaložené náklady, spojené s oneskorenou realizáciou alebo zmarením výstavy, resp. programu v plnom rozsahu.</li> <li>Ak Objednávateľ neuhradí dohodnutú autorskú odmenu vo výške a spôsobom podľa odsekov 1 a 3 tohto článku s výnimkou odseku 4 Článku III, je Autor oprávnený uplatniť úrok z omeškania vo výške 0,05 % za každý deň omeškania neuhradenej čiastky dohodnutej odmeny.</li> <li>Po dobu uplynutia lehoty stanovenej v odseku 2 tohto článku sa Objednávateľ nemôže dostať vo vzťahu k autorovi do omeškania so zaplatením autorskej odmeny.</li> <li>Odmena podlieha odvodom a daniam, ktoré je povinný zraziť pri jej výplate Objednávateľ</li> </ol> | <p>parties) to the Author for a duly and timely delivered Artwork under Article IV of this contract.</p> <p>Contract, and for the Author's consent/license for its use.</p> <p>The above total amount comprises:</p> <ol style="list-style-type: none"> <li>royalties for the creation and delivery of Artwork of <b>€220.00</b> (i.e. 40 %).</li> <li>royalties for the license to use the Artwork of <b>€330.00</b> (i.e. 60 %).</li> </ol> <p>The royalties shall be subject to levies and taxes within the meaning of the applicable legislation of the Slovak Republic.</p> <ol style="list-style-type: none"> <li>The Author shall be entitled to the royalties by a Delivery Protocol signed by KHB upon the delivery of the artwork.</li> <li>"The Client undertakes to pay the royalties agreed to in paragraph 1 of Article III of this Contract following a timely receipt of the Artwork from the Author in its final form and shape in such a way that it can be distributed in the agreed manner, by bank transfer to the Author's bank account in the heading of this Contract within 30 calendar days after the date of receipt of the Artwork by the Client to be used for its purposes in accordance with paragraph 2 of Article III of the Contract.</li> <li>KHB and the Author agree that except for the royalties under paragraph 1 of this Article the Author shall not be entitled to any other remuneration and reimbursement of any other costs, expenses or fees associated with the creation and implementation of Artwork and licensing its use. According to paragraph 1 of this Article, the remuneration includes the Author's remuneration for providing the Client with the right to perform and use the copyright of the work for the period of the exhibition while the contracting parties declare that reaching this agreement on the remuneration for the license has considered the purpose and scope of the provided copyrights.</li> <li>The nature of Artwork implies that the Client does not have an objective interest in the late performance of Author's obligation under paragraph 1, Article II of this Contract. The Contracting Parties have agreed to exclude an additional period for the proper delivery of the Artwork. Failure to meet the stipulated deadline for the submission of Artwork under Article II of this Contract shall result in the Client's non-payment of the royalties to the Author. The Author agrees to pay the Client any demonstrably incurred costs associated with the delayed implementation or cancellation of the exhibition and/or the exhibition program in its entirety.</li> <li>If the Client fails to pay the agreed royalties in the amount and in the manner referred to in paragraphs 1 and 3 of this Article with the exception of paragraph 4 of Article III, the Author is entitled to a late payment interest of</li> </ol> |
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v zmysle platných právnych predpisov. Autorovi uhradí Objednávateľ na bankový účet uvedený v tejto Zmluve Odmenu poníženú o tieto odvody a dane. V čase uzatvorenia tejto zmluvy sa jedná o:

- a) daň vyberanú zrážkou vo výške 19% z príjmu podľa § 43, odsek 3, písm. h) zákona č. 595/2003 Z. z. o dani z príjmov v znení neskorších predpisov.
- b) Daň vyberaná zrážkou sa nevyberie iba v prípade, že Autor a Objednávateľ uzatvoria Dohodu o nevyberaní zrážkovej dane z príjmov uzatvorenú v zmysle § 43, odsek 14 zákona č. 595/2003 Z. z. o dani z príjmov v znení neskorších predpisov. Dohoda musí byť uzatvorená v deň uzatvorenia tejto Zmluvy.

Ak dôjde počas trvania tejto Zmluvy k zmene platných právnych predpisov, Objednávateľ a Autor budú postupovať v zmysle ich zmien.

9. V prípade, ak je Autor zastupovaný organizáciou kolektívnej správy práv, podpisom tejto Zmluvy zároveň potvrdzuje, že je oprávnený uzavrieť túto Zmluvu.

#### Článok IV

Účel vytvorenia Diela, spôsob použitia diela a rozsah udelennej licencie

1. Autor touto Zmluvou udeľuje súhlas na použitie vytvoreného Diela s pracovným názvom:  
**ROTTEN SMELL IS YOU**
2. Autor udeľuje, poskytuje Objednávateľovi výhradnú licenciu po dobu výstavy.

#### Článok V

Práva a povinnosti zmluvných strán

1. Autor sa zaväzuje rešpektovať pokyny a pripomienky KHB týkajúce sa Diela.
2. Autor sa zaväzuje uzatvoriť dodatok k zmluve upravujúci čas vytvorenia Diela v prípade ak mu vytvorenie Diela v čase pôvodne dohodnutom znemožní prekážka na strane KHB alebo vyššia moc (vis major).
3. Objednávateľ sa zaväzuje použiť vytvorené dielo len na účel podľa Článku IV tejto Zmluvy.
4. Autor týmto poskytuje Objednávateľovi záruku pôvodnosti vytvoreného diela a zaväzuje sa znášať zodpovednosť za prípadnú ujmu Objednávateľa v plnom rozsahu voči tretím osobám, ktoré vzniknú z tohto titulu.
5. Autor sa zaväzuje, že z odmeny uvedenej v Článku III bod 1 zmluvy vysporiada všetky majetkové nároky Autora za vytvorenie Diela tak aby KHB, resp. tretia osoba odvodzujúca svoje práva od práv udelených KHB touto Zmluvou mohla používať vytvorené Dielo v zmysle ustanovení tejto Zmluvy bez akýchkoľvek dodatočných finančných plnení voči Autorovi, resp. inej tretej osobe.

0.05% per one day of delay on the outstanding amount of royalties.

7. For the duration of period laid down in paragraph 2 of this Article, the Client must not be in arrears with the payment of royalties in relation to the Author.
8. The royalties are subject to levies and taxes withheld by the Client in accordance with the applicable laws. The Client shall pay the royalties reduced by these levies and taxes to the Author's bank account specified in this Agreement. These include the following at the time of conclusion of this Contract:
  - a) Income withholding tax of 19% in accordance with Article 43, paragraph 3, letter h) of Act no. 595/2003 Coll. On Income Tax, as amended.
  - b) Withholding tax shall not be collected if the Author and Client conclude an Agreement on the Non-Levying of Income Withholding Tax in accordance with Article 43, paragraph 14 of Act no. 595/2003 Coll. On Income Tax, as amended. This Agreement shall be concluded on the day of conclusion of this Contract.

If the existing legislation changes during the term of this Contract, the Client and Author shall proceed in accordance with the relevant changes.

9. If the Author is represented by an association to manage collective rights, the Author warrants and represents by signing this Contract that he is authorized to enter into this Contract.

#### Article IV

Purpose and method of use of Artwork and scope of the granted license

1. In this Contract, the Author gives his consent to the use of completed Artwork titled:  
**ROTTEN SMELL IS YOU**
2. The Author hereby grants and provides the Client with a non-commercial exclusive license for the period of exhibition.

#### Article V

Rights and duties of the Contracting Parties

1. The Author undertakes to respect the KHB's guidelines and comments related to Artwork.
2. The Author commits to conclude an amendment to this Contract regulating the time of creation of Artwork in the event that the creation of Artwork is prevented within the originally agreed deadline due to the obstructions on the part of KHB or by force majeure (vis major).
3. The Client undertakes to use the Artwork only for the purpose of Article IV of this Contract.
4. The Author hereby grants to the Client a guarantee of originality to completed Artwork

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| <p>6. Autor sa zaväzuje vyhotoviť Dielo vo vlastnom mene a na vlastnú zodpovednosť v dojednanom termíne a to osobne, alebo prostredníctvom vlastných zamestnancov alebo subdodávateľov. V prípade subdodávky však zodpovedá tak ako keby Dielo zhotovoval sám.</p> <p>7. Verejné šírenie vytvoreného Diela vymedzené účelom jeho použitia v Článku IV tejto Zmluvy sa Objednávateľ zaväzuje vykonávať na svoj účet.</p> <p>8. Objednávateľ si týmto vyhradzuje právo použiť obrazové záznamy diela pre potreby činnosti dokumentácie a propagácie verejných predstavení diela. Objednávateľ použije konkrétne kredity k dielam po dohode s autorom.</p> <p>9. Ustanovenia tejto zmluvy o verejnom používaní a verejnom šírení vytvoreného Diela majú platnosť na dobu neurčitú, počnúc dňom podpísania tejto Zmluvy.</p> <p>10. Autor sa zaväzuje vytvoriť Dielo osobne a na vlastnú zodpovednosť.</p> <p>11. Autor zodpovedá objednávatel'ovi za porušenie cudzích autorských práv a za spôsobenú škodu.</p> <p>12. Objednávateľ môže od tejto Zmluvy odstúpiť, ak má Dielo neodstrániteľné nedostatky. V prípade, ak ide o odstrániteľné nedostatky, ktoré môže Autor v primeranej lehote odstrániť, KHB môže odstúpiť od zmluvy len ak v tejto lehote Autor nedostatky neodstráni.</p> <p>13. Objednávateľ je povinný poskytnúť Autorovi súčinnosť pri odovzdaní Diela, v prípade potreby poskytnúť Autorovi všetky potrebné podklady a zadania k vytvoreniu Diela, súčinnosť v procese vytvárania a zhotovovania Diela.</p> <p>14. Po zhotovení, KHB protokolárne potvrdí prevzatie Diela podpísaním Odovzdávacieho protokolu.</p> <p>15. Autor sa zaväzuje vytvoriť kurátorskú koncepciu výstavy osobne a na vlastnú zodpovednosť.</p> <p style="text-align: center;"><b>Článok VI</b><br/>Ustanovenia o zániku zmluvy</p> <p>1. Ak má Dielo nedostatky, ktoré bránia tomu, aby sa mohlo použiť na účel dohodnutý v zmluve, môže KHB od tejto Zmluvy odstúpiť. Toto právo má KHB aj vtedy, ak pred časom ukončenia vytvárania Diela je zrejmé, že Dielo má nedostatky, nezodpovedá predstavám KHB alebo dohodnutým podmienkam alebo, že Dielo nebude vytvorené v dohodnutom čase. Ak sú nedostatky odstrániteľné, KHB môže od Zmluvy odstúpiť len vtedy, ak ich Autor neodstráni v primeranej lehote, ktorú mu KHB poskytla na tento účel. Primeranosť tejto lehoty sa posudzuje s prihliadnutím na čas vytvorenia diela.</p> <p>2. Zmluvné strany sa dohodli, že odstúpením od Zmluvy (časti zmluvy), Zmluva (časť zmluvy) zaniká s účinkami ex-tunc a to okamihom doručenia písomného odstúpenia od Zmluvy zo strany KHB.,</p> | <p>and undertakes to assume full liability for any injury sustained by the Client against third parties, which arises for this reason.</p> <p>5. The Author agrees that he will use the royalties referred to in Article III, paragraph 1 of the Contract to settle all Author's property claims for the creation of Artwork so that KHB and/or a third party deriving their rights from the rights granted to KHB under this Contract may use the Artwork under the provisions of this Contract without any additional financial transactions against the Author and/or another third party.</p> <p>6. The Author undertakes to create the Artwork on his own behalf and within his own responsibility within the agreed deadline personally or through its his employees or subcontractors. In the event of engagement of subcontractors, the Author shall assume the necessary responsibility as if the Artwork were made by himself.</p> <p>7. The public dissemination of completed Artwork defined by its purpose of use in Article IV of this Contract shall be carried out by the Client, and on its behalf.</p> <p>8. The Client hereby reserves the right to use the visual recordings of Artwork for the purpose of documentation and promotion of the public exhibition of Artwork. Client will use the credits agreed with the Author.</p> <p>9. The provisions of this Contract on the public use and distribution of Artwork shall be valid for the period of exhibition from the date of signature of this Contract.</p> <p>10. The Author undertakes to create the Artwork personally and within his own responsibility.</p> <p>11. The Author shall be liable to the Customer for any violations of other persons' copyright, and for the resulting damages.</p> <p>12. The Client may terminate this Contract if the Artwork exhibits irremovable flaws and defects. In the case of removable flaws and defects that can be remedied by the Author within a reasonable time, KHB may only withdraw from the Contract when the Author fails to eliminate the flaws and defects within this period.</p> <p>13. The Client shall provide the Author with the necessary cooperation during the delivery of Artwork, and if necessary, it shall provide the Author with all necessary documents and specifications for the creation of Artwork and synergy in the creative process connected with the Artwork.</p> <p>14. After delivery of the Artwork, KHB will sign Delivery Protocol.</p> <p>15. The Author undertakes to define the curatorial design of the exhibition personally and within his own responsibility.</p> <p style="text-align: center;"><b>Article VI</b><br/>Provisions governing the termination of Contract</p> <p>1. If the Artwork exhibits shortcomings and flaws that prevent it from being used for the purpose</p> |
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**Článok VII****Doručovanie**

1. Každá výzva, oznámenie alebo iný dokument, ktorý má byť podľa tejto zmluvy doručený druhej zmluvnej strane, sa bude považovať za doručený:
  - a) v momente doručenia, ak bol dokument doručený osobne alebo
  - b) tretí pracovný deň (tri pracovné dni) po dni podania dokumentu na poštovú prepravu, ak bol odoslaný poštou.
2. Pri preukazovaní doručenia dokumentu bude dostatočné preukázať, že došlo k doručeniu alebo že obálka, ktorá obsahovala dokument, obsahovala riadne vypísanú adresu a bola odoslaná ako doporučená zásielka.

**Článok VIII****Záverečné ustanovenia**

1. Táto zmluva nadobúda platnosť dňom jej podpísania zmluvnými stranami. Táto zmluva je povinne zverejňovanou zmluvou v zmysle § 5a zákona č. 211/2000 Z. z. o slobodnom prístupe k informáciám a o zmene a doplnení niektorých zákonov v platnom znení. Zmluvné strany berú na vedomie a súhlasia, že táto zmluva vrátane všetkých jej súčastí a príloh bude zverejnená v Centrálnom registri zmlúv (ďalej len „register“). Register je verejný zoznam povinne zverejňovaných zmlúv, ktorý vedie Úrad vlády Slovenskej republiky v elektronickej podobe. Zverejnenie zmluvy v registri sa nepovažuje za porušenie ani za ohrozenie obchodného tajomstva a informácie označené v tejto zmluve ako dôverné v zmysle § 271 odsek 1 Obchodného zákonníka sa nepovažujú za dôverné informácie. Zmluva je účinná dňom nasledujúcim po dni jej zverejnenia v registri, pričom KHB sa zväzuje zabezpečiť jej zverejnenie.
2. Zmluva je vyhotovená v 3 (troch) rovnocenných rovnopisoch s platnosťou originálu, z toho 2 vyhotovenia pre KHB a 1 vyhotovenie pre Autora.
3. Túto Zmluvu je možné meniť len na základe písomného súhlasu oboch zmluvných strán, a to vo forme očíslovaných písomných dodatkov k tejto Zmluve, ktoré nadobudnú platnosť a účinnosť v zmysle odseku 1 tohto článku.
4. Táto Zmluva bude podpísaná v rovnopisoch v slovenskom jazyku a anglickom jazyku. V prípade sporu medzi slovenským a anglickým znením, má slovenské znenie Zmluvy prednosť.
5. V zmysle zákona č. 18/2018 Z. z. o ochrane osobných údajov a o zmene a doplnení niektorých zákonov v znení neskorších predpisov a podľa článku 13 Nariadenia Európskeho parlamentu a Rady (EÚ) 2016/679 sa Autor, t. j. dotknutá osoba týmto oboznamuje so skutočnosťou, že Objednávateľ bude spracovávať jeho osobné údaje

agreed in the Contract, KHB has the right to withdraw from the Contract. KHB has the right to withdraw from the Contract even before the completion of Artwork when it becomes clear that the Artwork has shortcomings, does not comply with the KHB conceptual design or agreed conditions, or will not be finalized within the agreed deadline. If the deficiencies are removable, KHB can only withdraw from the Contract if the Author does not remedy them within a reasonable time granted by KHB for this purpose. The adequacy of this period is assessed with a view to the time necessary to create the Artwork.

2. The Contracting Parties agree that the withdrawal from the Contract (or part thereof) shall result in the lapse of the Contract (or part thereof), and the withdrawal shall become effective at the moment of delivery of KHB's written withdrawal from the Contract.

**Article VII****Document deliveries**

1. Each call, notice or other document to be delivered under this Contract to the other Contracting Party shall be deemed to be delivered:
  - a. if served personally, at the time of delivery, or
  - b. if sent by mail, on the third working day (three working days) after the date of dispatch at the post office.
2. When demonstrating the delivery of a document, it is sufficient to prove that the delivery occurred or that the envelope containing the document had a properly indicated address and was sent through registered mail.

**Article VIII****Final Provisions**

1. This Contract shall enter into force once signed by both Contracting Parties. This Contract is a mandatorily disclosed contract in accordance with Article 5 of Act no. 211/2000 Coll. On Free Access to Information and amendments to other legislation, as amended. The Contracting Parties acknowledge and agree that this Contract, including all its sections and annexes, will be published in the Central Register of Contracts (hereinafter "Register"). The Register is a public list of mandatorily disclosed contracts maintained by the Government Office of the Slovak Republic in electronic form. The disclosure and publication of the Contract in the Register shall not be deemed a breach of, or threat to, the trade secrets and the information labelled as confidential in this Contract pursuant to Article 271, paragraph 1 of the Commercial Code shall not be considered confidential. The Contract becomes effective on the day following its

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| <p>na účely vyplatenia autorskej odmeny, odvodu umeleckým fondom a na účely daňové v zmysle platných právnych predpisov. Osobné údaje budú uchovávané po nevyhnutnú dobu stanovenú v príslušných právnych predpisoch. Na tento účel v zmysle platných právnych predpisov je dotknutá osoba povinná poskytnúť osobné údaje. V prípade odmietnutia poskytnúť osobné údaje, nie je možné vyplatiť dotknutej osobe autorskú odmenu a ani v zmysle platných právnych predpisov odvádzať príspevky jednotlivým inštitúciám, ktoré za nesplnenie si týchto povinností sú oprávnené Objednávateľovi ukladať sankcie. Osobné údaje nebudú poskytované do tretích krajín.</p> <p>6. Táto zmluva sa uzatvára na dobu trvania práv v zmysle príslušných ustanovení AZ. Vzájomné práva a povinnosti účastníkov zmluvy bližšie nešpecifikované v tejto Zmluve sa budú riadiť príslušnými ustanoveniami zákona č. 185/2015 Z. z. Autorský zákon v znení neskorších predpisov a ustanoveniami zákona č. 40/1964 Zb. Občiansky zákonník v znení neskorších predpisov. Ak sa stane niektoré ustanovenie tejto Zmluvy celkom alebo sčasti neplatným, nemá táto skutočnosť vplyv na platnosť zostávajúcej časti Zmluvy. V takomto prípade, ako aj v prípade neplatnosti celej Zmluvy, sa zmluvné strany zaväzujú nahradiť dotknuté ustanovenia novými ustanoveniami, ktoré v čo najväčšej miere zodpovedajú účelu sledovanému dotknutými ustanoveniami. Na základe výslovnej dohody zmluvných strán budú všetky spory medzi zmluvnými stranami prednostne riešené rokovaním a dohodou zmluvných strán, v prípade nedosiahnutia mimosúdnej dohody a urovnania na základe výslovnej dohody zmluvných strán o voľbe právomoci súdu budú všetky spory prejednané a rozhodnuté všeobecnými súdmi Slovenskej republiky podľa slovenského Civilného sporového poriadku č. 160/2015 Z. z. v platnom znení.</p> <p>7. Zmluvné strany si túto Zmluvu prečítali, jej obsahu porozumeli, bola nimi schválená a na znak súhlasu ju vlastnoručne podpísali, pričom zmluvné strany vyhlasujú, že obsah tejto zmluvy v plnom rozsahu zodpovedá ich skutočnej vôli, ktorú prejavili slobodne, vážne, určite a zrozumiteľne bez omylu, nie v tiesni za nápadne nevýhodných podmienok, bez akéhokoľvek psychického alebo fyzického nátlaku. Na potvrdenie uvedeného zástupcovia zmluvných strán týmto pripájajú svoj podpis.</p> | <p>publication in the Register, and KHB pledges to ensure its publication therein.</p> <p>2. The Contract is made in 3 (three) equal original copies, 2 for KHB and 1 for the Author.</p> <p>3. This Contract may only be amended with the written consent of both Contracting Parties through written numbered amendments to this Contract, which shall enter into force and effect in accordance with paragraph 1 of this Article.</p> <p>4. This Contract will be signed in the Slovak and English counterparts. In the event of a discrepancy between the Slovak and English version, the Slovak version of the Contract shall prevail.</p> <p>5. Under Act no. 18/2018 Coll. On the protection of personal data and amendments to other legislation, as amended, and under Article 13 of the European Parliament and of the Council (EU) Regulation no. 2016/679, the Author, i.e. the Data Subject, is hereby informed that the Client will process its personal data for the purposes of payment of royalties, levies to art funds and tax purposes in accordance with the applicable laws. The personal data will be stored for the necessary period specified in the relevant legislation. To this end, and in accordance with the applicable laws, the Data Subject is obliged to provide its personal data. In the case of refusal to provide personal data it will not be possible to pay the royalties to the person concerned and make contributions to the individual institutions in accordance with the applicable laws, which are eligible to impose sanctions on the Client for the failure to fulfil these obligations. Personal data shall not be transferred to third countries.</p> <p>6. This Contract is concluded for the duration of rights under the relevant provisions of ARA. The mutual rights and obligations of the Contracting Parties, which are not specified in this Contract, shall be governed by the relevant provisions of Act no. 185/2015 Coll. Copyright Act, as amended, and by the provisions of Act no. 40/1964 Coll. Civil Code, as amended. Should any of the provisions in this Contract become wholly or partially invalid, this invalidity shall not affect the validity of the remaining parts of this Contract. In such cases, as well in the case of invalidity of the entire Contract, the Contracting Parties pledge to replace the respective clauses with new clauses that best correspond to the interests set out in the affected clauses. With the express agreement of the Contracting Parties, all disputes between the Contracting Parties shall be primarily resolved through negotiations and agreement of the Contracting Parties, and in the event of failure to reach an amicable agreement and settlement based on the express agreement of the Contracting Parties on the selection of court, all</p> |
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|  | <p>disputes shall be heard and decided by the general courts of the Slovak Republic according to the Slovak Code of Civil Procedure no. 160/2015 Coll., as amended.</p> <p>7. The Contracting Parties have read and understood the content of this Contract, they approved and personally signed it to indicate their agreement therewith, and both Contracting Parties hereby declare that the content of this Contract fully corresponds to their actual intentions, which they expressed freely, seriously, clearly and transparently, without error, duress or strikingly disadvantageous conditions, and without any mental or physical coercion. IN WITNESS WHEREOF, the representatives of the Contracting Parties hereby add their signatures.</p> |
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V Bratislave dňa  
*In Bratislava, dated*

V Bratislave dňa  
*In Bratislava, dated*

.....  
**Mgr. Jan Amann Kratochvíl**  
riaditeľ Kunsthalle Bratislava

*Director of Kunsthalle Bratislava*

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**Anastasija Pavić**

*Author*

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