

COMMISSION CONTRACT

Concluded between

Name: Embassy of Hungary in Bratislava

Headquarters: 811 06 Bratislava, Štefánikova ul. 1

Mailing address: 814 25 Bratislava, Štefánikova ul. 1

Company registry number: 317 84 356

Tax ID number: 2021628884

Name and account number of the financial institution where company account is held:

Name of the person bound to complete the task specified in the contract: Dr. Molnár Imre
cultural counselor

and

Name: Slovak National Gallery /Slovenská národná galéria (SNG)

Address: Riečna 1, 815 13 Bratislava

Company registry number: 00164712

Tax ID/SSN number: SK2020829943

Name and account number of the financial institution where company account is held:

Štátna pokladnica; IBAN: SK85 8180 0000 0070 0011 7526

Name and position of representative entitled to conclude contracts: Mgr. Alexandra Kusá,
PhD., director general

- CLIENT and AGENT both agree as parties to this contract, signed at the place and time
specified, to the following terms:

Subject of the contract

- 1.1 The Principal orders the Contractor to display **László Mednyánszky's** Diaries (Ladislav Medňanský – Denníky) second edition in Slovak through SNG.
- 1.2 The Contractor has a separate contract for the copyright of the translated work.
- 1.3 The AGENT accepts the contract according to the following terms and conditions.

AGENT's fee

- 2.1. The parties to the contract agree that, for having completed the tasks specified in this contract, the AGENT will be paid a fee of **1000,- EUR with DPH** (one thousand EUR' s with DPH).
- 2.2. The parties to the contract agree that the AGENT's fee includes all expenses and other costs that the AGENT may incur in the course of the completion of the tasks specified in the contract. The AGENT shall have no claim to any additional payment or remuneration apart from what is specified in this contract.

2.3. The parties to the contract agree that the CLIENT is not obliged to make any advance of any of these payments or remunerations.

Verification of due performance and payment of the AGENT's fee

3.1. The Client shall be entitled to issue the certificate of professional performance from the Principal, in the case of Dr. Imre Molnár cultural counselor or in case of an impediment, in writing by an authorized person.

3.2. The CLIENT is obliged to issue a check of the AGENT's fee to the AGENT following the issue of the verification of completion on the basis of an invoice (issue to the **Embassy of Hungary – Vel'vyslanectvo Maďarska, 811 06 Bratislava, Štefánikova 1.**) submitted by the AGENT that meets in its form and content the relevant legal provisions and the provisions of this contract; the AGENT's fee is to be paid within 30 days of receipt of this invoice by international bank transfer.

3.3. The CLIENT is entitled to make objections to the invoice submitted by the AGENT before the deadline for payment has been reached. The parties to the contract agree that should the CLIENT raise legitimate objections to the invoice, the deadline for payment as specified in the point 3.2 of this contract will be based on the date of receipt by the CLIENT of a new invoice.

3.4. The parties to the contract agree that the AGENT's fee will be regarded as having been paid on the day when the amount is credited to the financial institution where the AGENT's account is held.

3.5. The parties to the contract agree that the AGENT is entitled to issue an invoice when the CLIENT has been issued the verification of contract completion containing a detailed account of the completion of the tasks specified in this contract by the CLIENT.

The AGENT's tasks and responsibilities, the duration of the commission, termination of the commission

4.1. The AGENT agrees to perform that task to his best professional ability. The parties to the contract agree that the individual bound to meet the terms of this contract on behalf of the AGENT is Mgr. Alexandra Kusá, PhD.

4.2. The Parties agree that this Agreement shall be effective from the date of signature of the Contract until **9. 12. 2019**.

Contact

Employer:

Lívia Paszmár
Hungarian Institute in Bratislava
E-mail: lpaszmar@mfa.gov.hu
Tel.: (+421) 907 046 448

Contractor:

Mgr. Mária Bohumelová, MBA, PhD.

Slovak National Gallery

E-mail: Maria.Bohumelova@sng.sk

Tel.: +421 917 787 989

Termination

6.1. This contract enters into effect when both parties to the contract have signed it; it concludes with completion of the terms specified herein.

6.2. Either party is entitled to terminate this contract with cause. Thirty (30) days advance written notice must be provided by the terminating party to the other party.

6.3. Either party to the contract is entitled to terminate this contract in writing with cause and with immediate in the event of a serious breach of contract by the other party. Serious breach of contract includes

- The AGENT does not perform the tasks specified in this contract or does not perform them according to the terms and spirit of the contract.
- Proceedings involving distraint, liquidation, bankruptcy, or final settlement are launched against the AGENT.
- The AGENT's tax number is suspended or revoked.

Breach of contract

7.1. Should the AGENT, through no fault of his/her own, be unable to perform the tasks specified in this contract, he/she shall have no claim to the AGENT's fee, but he/she is entitled to reimbursement for legitimate and verified costs.

7.2. If the AGENT him or herself is at fault for having failed to perform the tasks specified in this contract, he/she shall have no claim whatsoever to payment of the AGENT's claim or any fraction thereof, nor will the CLIENT be obliged to provide any compensation or remuneration for any costs he/she has incurred.

Miscellaneous stipulations

8.1. In the course of executing this contract, the parties to the contract are obliged to work together cooperatively; they are required to inform each other without delay of any changes that might necessitate changes in the terms of the contract or changes in their data.

8.2. The AGENT is obliged to treat all information and data to which he/she is privy in the execution of this contract as a business secret and to retain this information as a secret for an unlimited period of time.

8.3. This contract can only be changed by mutual consent and in writing.

8.4. The AGENT is not entitled to seek out or make use of any assistance in the completion of the tasks which constitute the subject matter of this contract.

8.5 The AGENT cannot conduct him or herself in a manner that would in any way jeopardize or threaten the financial interests of the CLIENT. The AGENT undertakes to adhere to the pertinent internal rules and norms of the CLIENT. The parties to this contract agree that in the interests of ensuring the transparency of the use of public monies, the CLIENT is entitled to inform the public about the essential content of this contract (for instance, the names of the two parties, the amount of payment, the tasks to be completed, services provided, etc.) in accordance with law 2011.CXII and other relevant legal provisions. The AGENT confirms that the AGENT is an organization that is transparent on the basis of law 2011.CXCV, paragraph 41 on state finances. The representative of the AGENT bears complete financial responsibility for the truth of this legal declaration in accordance with this point of the present contract.

8.6. The representative of the AGENT affirms that he/she is authorized to represent the AGENT and to sign this contract with its content such that any damage or loss that might arise in connection with it will be entirely the responsibility of the AGENT, in accordance with the stipulations of law 2013:IV of Hungarian Civil Law.

8.7. In the course of the execution of this contract, the parties to the contract agree to address unsettled questions or matters in dispute through negotiation; should negotiation fail, the legal dispute — depending on the sphere of authority — will be under the exclusive jurisdiction of the Hungarian court of law of the CLIENT's current seat.

8.8. The parties to the contract agree that any questions not specifically addressed in this contract are subject to Hungarian substantive law, and within this framework the stipulations of Hungarian civil law in particular will apply. Both parties have read and understood the 8 points of this contract and have agreed to all of its stipulations, as they affirm with their signatures. The contract has been signed in four (4) identical original copies, three (3) of which are in the possession of the CLIENT and one (1) of which is in the possession of the AGENT.

Bratislava

Vydavateľstvo SNG represented by
Mgr. Alexandra Kusá, PhD.
Agent

Embassy of Hungary represented by
Dr. Molnár Imre cultural counselor
Client

Financial countersignature



KRYCÍ LIST

FINANČNÁ KONTROLA

vykonaná podľa zákona č. 357/2015 Z.z. o finančnej kontrole a audite v znení neskorších predpisov

Finančná operácia je/nie je* v súlade:

(príjem – použitie – právny úkon – iný úkon majetkovej povahy)

Označenie alebo popis FO alebo jej časti (napr. číslo zmluvy, č. záznamu z registratúry):

S rozpočtom:

Finančnú operáciu

Je/nie je* možné vykonať

Je/nie je* možné v nej pokračovať

Je/nie je* potrebné vymáhať

Dátum

Meno a priezvisko

Podpis

S osobitnými predpismi/uzatvorenými zmluvami:

Finančnú operáciu

Je/nie je* možné vykonať

Je/nie je* možné v nej pokračovať

Je/nie je* potrebné vymáhať

Dátum

Meno a priezvisko

Podpis

S vnútornými smernicami:

Finančnú operáciu

Je/nie je* možné vykonať

Je/nie je* možné v nej pokračovať

Je/nie je* potrebné vymáhať

Dátum

Meno a priezvisko

Podpis

So zákonom o VO v platnom znení

FO podlieha – nepodlieha zákonu o VC

Finančnú operáciu

Je/nie je* možné vykonať

Je/nie je* možné v nej pokračovať

Je/nie je* potrebné vymáhať

Dátum

Meno a priezvisko

Podpis

Finančnú operáciu overil

Je/nie je* možné vykonať

Je/nie je* možné v nej pokračovať

Je/nie je* potrebné vymáhať

Dátum

Meno a priezvisko

Podpis

*Vhodné podčiarknite