

COPYRIGHT CONTRACT FOR WORK DONE

(EXPERT REVIEW)


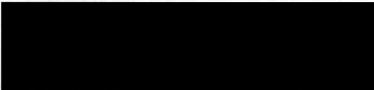
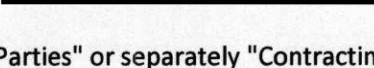
Concluded pursuant to the Article 91 of Act No.185/2015 Coll. Copyright Act in relation to the Articles 631 - 643 of Act No.40/1964 Coll. Civil Code as amended (hereinafter „Contract“)

ARTICLE I

CONTRACTING PARTIES:

Name of the Institution: **Ústav materiálového výskumu SAV, v. v. i.
(Institute of Materials Research SAS)**
Address: Watsonova 47, 040 01 Košice
Company ID: 00166804
Tax ID: 2020762623
Represented by: doc. RNDr. Pavol Hvizdoš, DrSc.
(hereinafter: "Client")

and

Name and surname: **Prof Iván E. Campos-Silva**
Date of birth: 
Address: Instituto Politecnico Nacional, U.P. Adolfo Lopez Mateos s/n,
SEPI-ESIME Zacatenco, 07738, Lindavista, Ciudad de México
Country: Mexico
Bank Account:: 
SWIFT: 
(hereinafter "Author"
(collectively hereinafter "Contracting Parties" or separately "Contracting Party")

conclude this **Copyright Contract for Work Done** (hereinafter "Contract").

ARTICLE II

SUBJECT OF THE CONTRACT

1. The subject of the Contract is the creation of the work ordered as a result of own creative intellectual activity of the Author – to elaborate the expert review as a part of the dissertation process at the Institute of Materials Research of the SAS, v.v.i. (hereinafter "Work"). The expert review refers to the doctoral dissertation (DD) of prof. Ing. Peter Jurči, PhD., on the topic: "Cryogenic treatment of high-alloyed chromium-vanadium ledeburitic steels".
2. The Subject of the Contract is to issue a licence pursuant to the Article III hereof.
3. The Client is obliged to pay remuneration to the Author for the Work including the licence pursuant to the Article VI hereof.
4. The Author declares the Work shall be the result of his/her own intellectual activity with exclusive copyright. The Author is responsible for the fact that by using the Work pursuant to the Contract nor legal regulations or copyright and the rights of third parties shall be infringed. The Author undertakes to create the work in accordance with the principles of independence, impartiality and objectivity and without any bias.

ARTICLE III
WORK SPECIFICATION

1. Work - expert review should be in writing and should include:
 - a) general section with Author's opinion on:
 - the novelty of the dissertation topic in relation to the current state of knowledge in the relevant field of science,
 - the quality of the literature review, the relevance of the research methodology and the appropriateness of the processing of scientific results,
 - the quality and scientific significance of the achieved results, and contribution to practice,
 - a statement on the publication outputs and other outputs of the applicant's creative activity, on his recognition by the domestic and international scientific community, as well as on his previous teaching activities,
 - as well as the questions that the applicant should answer during the defense of the dissertation.
 - b) and a special part that will apply the information described in the general part for unequivocal statement:
 - Do you recommend presenting a dissertation for defense?
 - In case of a successful defense, do you agree to the award of the scientific degree "Doctor of Science" (abbreviated as "DrSc.")?
2. The Author grants the Client a free of charge non-exclusive and unlimited license to use the Work and to use any output created by the Author within the scope of the Copyright Act.

ARTICLE IV
EXECUTION AND DELIVERY OF THE WORK

1. The Client is obliged to submit the documents necessary for the elaboration of the Work to the Author immediately after the entry into force of this Contract and to inform the Author of all facts related to the performance of this Contract via:
 - a) e-mail address of the Author: icampos@ipn.mx
 - b) possibly by mail to the Author's address: Instituto Politécnico Nacional, Grupo Ingeniería de Superficies, SEPI ESIME Zacatenco, Ciudad de México, 07738, Mexico
2. The Author undertakes to hand over the Work - expert review to the Client in accordance with Article III of this Contract by March 15, 2024
3. The author undertakes to submit the Work - expert review:
 - a) in electronic form via e-mail address: phvizdos@saske.sk
 - b) and at the same time in 2 original printed copies signed by hand to the address:
doc. RNDr. Pavol Hvizdoš, DrSc., chairman of the ad-hoc committee,
Institute of Materials Research SAS, Watsonova 47, 040 01 Košice, Slovak Republic

ARTICLE V
CONFIDENTIALITY OBLIGATION

1. The Contracting Parties undertake to maintain the confidentiality of all information provided to each other in the fulfillment of the subject of this Contract, with the exception of information that is generally known and/or available. The obligation of confidentiality applies even after the termination of this Contract, until such time as the relevant information becomes generally known.
2. The Contracting Parties undertake the information according to Art.V Point 1 of this Contract will keep confidential and will not transfer, announce, or otherwise communicate them to third parties in whole or in part, unless otherwise stated in other provisions of this Contract, or if the Contracting Parties do not agree otherwise in individual cases.

ARTICLE VI
REMUNERATION

1. The Client undertakes to pay the Author a **remuneration for the Work in the amount of EUR 100** (in words: One hundred EUR) to the account number indicated in the header of this Contract no later than **30 days from the date of delivery of the Work** according to Article IV. point 3 of this Contract.
2. Author grants Client a license free of charge.
3. The Client and the Author agreed pursuant to the Article 6 Sec. 2a and the Article 43 of Act No.595/2003 Coll. on Income Tax the Author shall be fully responsible for registration the tax in his tax report after completing tax period.

ARTICLE VII
SANCTIONS AND TERMINATION OF THE CONTRACT

1. In case of delay in the payment of remuneration according to Article VI point 1 of this Agreement, the Client undertakes to pay the Author interest on the delay in the amount determined according to the generally binding legal regulations in force in the Slovak Republic.
2. In case of the Author's delay in fulfilling the obligation arising from Article IV point 2 of this Contract, the Client has the right to immediately withdraw from this Contract.
3. The Contract is concluded for a fixed period of time until the execution and delivery of the Work - expert review according to Article IV point 2 of this Contract
4. The Agreement may be terminated by agreement of the Contracting Parties. In case of agreement between the Contracting Parties, the Contract shall expire on the date specified in this agreement.

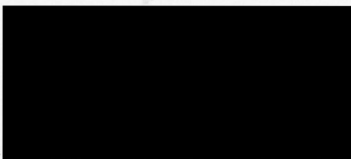
ARTICLE VIII
FINAL PROVISIONS

1. General legal provisions of the Copyright Act and Civil Code shall govern the relations not explicitly stipulated herein. and other legal regulations of the Slovak Republic.
2. Any change or addition to this Contract need be made in the form of numbered written Amendments, which needt be signed by both Contracting Parties.
3. The Contract shall be drawn up in two originals, one received by the Author and one by the Client.
4. The Contract shall come into force as of the date of signing it by both Contracting Parties and shall be effective pursuant as of the consequent day after the date of publishing the Contract in the Central Registry of Contracts.
5. With regard to the preparation and performance of this Contract, the Client processes personal data pursuant to Article 6(1)(b), to fulfil of the legal obligation of Article 6(1)(c), and in some cases on the basis of a legitimate interest pursued as a controller in accordance with the Article 6(1)(f) of the General Regulation on the Protection of Personal Data (GDPR).
6. Both Contracting Parties declare they have read and fully understand its content and in witness whereof they affix their signatures.

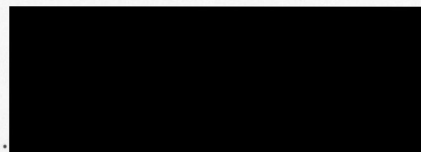
15. 02. 2024

In Košice on

In Mexico on 15/01/2024



.....
doc. RNDr. Pavol Hvizdoš, DrSc.
Director



.....
prof. Iván E. Campos-Silva
Autor