

C O N T R A C T
o n t h e P r o d u c t i o n o f W o r k a n d L i c e n c e A g r e e m e n t
concluded within the meaning of the Section 91 and following and Section 75 of Act No. 185/2015 Coll.,
Copyright Law

Contracting Parties

Author: Name and surname: **Katarina Tomps**
Permanent residence:
Date of birth:
Citizenship:
Tax residency:
Tax Identification number:
Bank name:
Bank account number (IBAN):
Bank code (SWIFT/BIC):
E-mail address:
(hereinafter referred to as "Author")

and

Acquirer: Name: **The Theatre Institute (Divadelný ústav)**, state contributory organization of
the Ministry of Culture of the Slovak Republic Company
ID number: 16 46 91
Registered office: Jakubovo námestie 12, 813 57 Bratislava
Represented by: assoc. prof. Vladislava Fekete ArtD., director
Bank account number:
E-mail address:
(hereinafter referred to as "Acquirer")

(hereinafter together referred to as "Contracting Parties")

Article I

Subject of the Agreement

- 1) The subject of this agreement is the rights and duties of Contracting Parties in the process of creating and using the Work as defined in Article I, para. 2.
- 2) Author agrees to create a conference paper titled ***Art in the service of charity: How to stand-up during the hard times?*** (hereinafter referred to as "Work"),
- 3) Acquirer agrees to include Work in a peer-reviewed journal with a working title ***Philanthropy in Performing Arts /Conference journal/*** that shall be published by the Theatre Institute (hereinafter referred to as "Publication").
- 4) Acquirer undertakes to pay Author a reward for creating and using the Work.

Article II

Creation and submission of Work

- 1) Author shall make Work by themselves and with due professional care to meet Acquirer's requirements.
- 2) Author shall submit Work to Acquirer electronically via e-mail to the e-mail address stated in the heading above **no later than 30 May 2024**.
- 3) Acquirer shall notify Author of any defects of Work within 30 days and provide Author with an adequate time period to correct them. Should Author fail to correct the defects within the provided time period, Acquirer has right to withdraw from this Agreement within the meaning of Article VII, para. 1. In that case Author shall not be entitled to any remuneration.
- 4) Work will be considered as duly made if it does not display any defects and/or if any other/further defects listed by Acquirer have been corrected by Author within the provided time period.
- 5) By submitting the object by means of which the Work has been made its ownership is transferred onto the Acquirer.

Article III

Licence

- 1) Author grants Acquirer consent to use Work specified in Article I here above, within the meaning of the Section 19, para. 4 of the Copyright Law particularly in the following means:
 - a) producing copies of Work in unlimited number in printed or photographic form, in electronic form, in the form of an e-book in the Slovak and English language, as well as their public distribution;
 - b) making Work accessible for the public on the Internet;
 - c) public distribution of the original of Work or its copy by sale or other rights transfer;

- d) public distribution of the original of Work or its copy by renting or lending it;
 - e) including Work in a collection;
 - f) public presentation of Work by exhibiting Work;
 - g) public presentation of Work by performing Work (publication launch).
- 2) Author hereby grants Acquirer an exclusive licence to use Work, in unlimited scope, for the duration of the Author's rights.
 - 3) Acquirer is entitled to grant a third party permission to use work within the scope of the licence granted under this Agreement.

Article IV Remuneration

- 1) Acquirer undertakes to pay Author for creating Work and granting the licence to use it a remuneration in the total agreed amount of **EUR 100** (one hundred euros) transferred to the Author's bank account listed in the heading here above (hereinafter referred to as "Reward"). Reward comprises of two parts: a remuneration of EUR 50 (fifty euros) for the creation of Work and a remuneration of EUR 50 (fifty euros) for granting the licence to Work.
- 2) Acquirer as the taxable entity and Author as the taxpayer have agreed, within the meaning of the Section 43, para. 14 of Act No. 595/2003 Coll. on income tax and the Treaty between the Slovak Republic and the Estonian Republic on the avoidance of double taxation and the prevention of tax evasion, Notice No. 383/2006 Coll., that no withholding tax will be applied and that Author will include the reward under this Agreement in their own tax return, applicable in their home country.
- 3) Author becomes eligible to receive Reward 30 days after the publication of Work.
- 4) By paying Reward, all claims of Author to create and use Work according to this Agreement are considered as settled.

Article V Rights and duties of the Acquirer

- 1) Acquirer is entitled to decide on the format, type of paper, printing technique, number and type of photographs, and graphic and production details of the work.
- 2) Acquirer is entitled to use Work for the purpose of promotion without granting Author any claim to a reward.
- 3) Acquirer shall use Work only for the purpose and in the way and scope that is defined in this Agreement.
- 4) Acquirer shall deliver one (1) copy of the Publication to Author free of charge no later than 30 days after its publication date.

Article VI Rights and duties of the Author

- 1) Author has right for protection of their copyright to Work, in particular the right to the inviolability of their Work.
- 2) Author shall not grant any consent to use Work as defined in this Agreement to a third party for the duration of the exclusive licence term and should refrain from using or publishing Work.
- 3) Author hereby declares that Work is the result of their own creative activity, that they are the sole creator of Work, that they did not interfere with the rights of third parties while creating Work, and that they did not give their consent to use Work to other parties. Author shall be held responsible for any damage Acquirer may incur if the above statement is false.
- 4) If Author fails to submit Work even after they have been given additional time by Acquirer, Acquirer may penalize Author by reducing Author's Reward by 0.1 per cent for each day of the delay (contractual penalty) or may withdraw from the Agreement.
- 5) If Acquirer suffers damage as a result of a breach of the obligation to which the contractual penalty applies, Acquirer may claim the contractual penalty from Author insofar as the contractual penalty covers the amount of the claim for damages.
- 6) Author has right to proofread the edited version of their Work.

Article VII Withdrawal

- 1) If Author does not submit Work within the time specified in Article II, para. 2 of this Agreement or if Work is deficient, Acquirer has right to withdraw from the contract in writing. If the defects can be corrected, Acquirer shall have right to withdraw from the Agreement only if Author failed to correct the defects within an adequate time period granted by Acquirer for the purpose of correcting Work.
- 2) If the provisions of Articles II and VI, para. 3 of this Agreement are breached, the Contracting Party whose rights have been violated shall have the right to withdraw from the Agreement in writing.
- 3) Agreement termination will become effective as of the moment when the termination notice is delivered to the other Contracting Party.

Article VIII Delivery of notices

- 1) Notices and documentation exchanged between Contracting Parties shall be considered delivered as of the moment when they are handed over in person to the recipient, or to the person authorized to act on behalf of the recipient, or if they are delivered to the address stated by Contracting Parties in the heading of this Agreement.
- 2) If any notice to be delivered is refused to be received by the recipient, the notice is considered delivered as of the moment when the notice was refused to be received.
- 3) If it is not possible to deliver a notice to the recipient to the address stated in the heading here above, and the sender has no knowledge of any other address, this notice shall be deemed delivered after three calendar days following the return of the undelivered notice, even if the recipient, or the person authorized to act on the recipient's behalf, is not informed about this.
- 4) Any change in the address of either of the Contracting Parties shall be immediately communicated to the other Contracting Party.

Article IX

Final provisions

- 1) The Agreement comes into force on the day it is signed by both Contracting Parties and becomes effective on the day following the day when it is published in the Central Register of Agreements.
- 2) The Agreement is signed in duplicate, each copy having legal force of the original, and each Contracting Party shall receive one copy.
- 3) Relationships that are not governed by this Agreement shall follow the relevant provisions of the Copyright Act as well as other generally binding legal provisions.
- 4) The Agreement may be changed and modified only by means of written amendments signed by both Contracting Parties.
- 5) If any of the provisions of this Agreement is not wholly or partly effective, and/or if it becomes ineffective later, this shall not have any bearing on the validity and effectiveness of the other provisions.
- 6) Author declares that they have been informed of the processing of personal data by Acquirer as an operator, while the processing of the personal data of Author as the data subject is carried out in accordance with the Regulation of the European Parliament and the EU Data Protection Council No. 2016/679 (GDPR), as well as with Act No. 18/2018 Coll. on the protection of personal data, on the legal basis of the conclusion and performance of the Agreement concluded with the Client.
- 7) Contracting Parties hereby declare that they have read this Agreement, understood its content, agree therewith and enter into the Agreement freely, with serious intentions and without duress. In witness thereof they sign the Agreement.

In Estonia on

In Bratislava on

Author:

Acquirer:

.....
Katarina Tomps

.....
assoc. prof. Vladislava Fekete, ArtD.

Protocol on delivery and acceptance of Work

The Theatre Institute Bratislava (Divadelný ústav), Jakubovo námestie 12, 813 57 Bratislava, represented by assoc. prof. Vladislava Fekete, ArtD., director (hereinafter referred to as "Acquirer") confirms the delivery and acceptance of the following work:

Art in the service of charity: How to stand-up during the hard times?

which shall be published in the ***Philanthropy in Performing Arts*** peer-reviewed journal

from the Author **Katarina Tomps**

The Work was submitted electronically on

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Acquirer