

Work Creation Agreement and License Agreement

PUSR-2024

concluded pursuant to Section 65 et seq. of Act No. 185/2015 Coll. on Copyright and Rights Related to Copyright (Copyright Act), Act No. 40/1964 Coll. of the Civil Code and Section 1(13)(h) of the Public Procurement Act

Client: **Monuments Board of the Slovak Republic**
Represented: General Director Ing. arch. Pavolt Ižvolt, PhD., MSc.,
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have entered into the following Work Creation Agreement and License Agreement:

Article I.

SUBJECT OF THE CONTRACT

- a) The subject matter of this contract is:
1. preparation of the concept note of the conference: the main topics and focus of individual panels, formulating an invitation to the participants and also to the speakers, which explains the main theses of the conference, compiling the conference program;
 2. creating a contribution to the conference proceedings and presenting it at the conference with the topic of comparing different models of building heritage maintenance in Europe, collecting contributions from speakers, co-moderating the conference and leading one of its panels;
 3. compilation of the conference proceedings from the dramaturgic and editorial point of view.
- b) The Client undertakes to pay the Author the remuneration pursuant to Article III of this Agreement.

Article II.

TERMS AND CONDITIONS OF THE SUBJECT OF THE CONTRACT

- a) The scope of the work in part a) 1 is at least 15 standard pages, including notes, lists, contacts, tables and other appendices or any visual documentation in electronic form and must be delivered by 16.11.2024, a) 2. at least 10 standard pages including attachments and 25 minutes of lecture, as well as co-moderation of the conference must be carried out by 21.4.2025,

- b) a) 3. the compilation of the proceedings and the editing of all papers at the conference must be carried out by 21.4.2025.
- c) By handing over the created work, the exercise of property rights under this contract and the ownership right to the work are transferred to the client.
- d) The exclusive moral rights of the author within the meaning of § 18 of the Copyright Act remain unaffected.
- e) The author has the right to proofread the work before the publication of the work within a reasonable period of time determined by the Client to such an extent that the Client does not incur disproportionate costs associated with it and that the nature of the work does not change.
- f) The author undertakes to create the subject matter of the contract under this contract in such a way that it does not contain any facts that may unreasonably interfere with the rights and legally protected interests of third parties, or that could be contrary to good morals.
- g) The author declares that the work has not been published and he has not taken any steps towards the publication of the work.
- h) The Client reserves the right to decide whether or not to include the work in the campaign aimed at publicizing the idea of preventive maintenance of monuments through the online environment.
- i) If the work has defects that can be removed, the Client shall return the work to the author for revision without undue delay from the discovery of the defect, while indicating the essence of the necessary repairs and setting a new delivery date.
- j) The author is obliged to remove defects within the period specified by the Client free of charge.
- k) The Client undertakes not to use the work in a way that reduces the value of the work or the author.

Article III. REMUNERATION FOR WORK

- a) The price for the work in the scope and execution pursuant to Article II of this Agreement has been agreed upon by the Contracting Parties
A total of **€7,000, in a word, seven thousand euros.**
- b) The price for the work includes the author's remuneration as well as the overhead costs associated with the execution of the work.
- c) Pursuant to Act No. 595/2003 Coll. on Income Tax, as amended, the author settles the tax liability from the remuneration himself in the tax return after the end of the tax period, as he applies the procedure under Section 43 (14) of the Income Tax Act. Pursuant to Act No. 595/2003 Coll. on Income Tax, as amended, the Contracting Parties have agreed that the author will apply the procedure under Section 43 (14) of the remuneration under this Agreement.
- d) The Contracting Parties agree that the remuneration shall be due to the author exclusively after the provision of work to the client of the work, in the amount and time specified in this Agreement.

Article IV. PAYMENT TERMS

- a) The payment for the execution of the work agreed by the Contracting Parties in this Contract, i.e. **7 000 €** in a word **seven thousand euro**, the Client shall pay in instalments as they will be handed over in accordance with Article I, point a) in connection with the deadlines specified in Article II, point a). The first part in the amount of €2,500 shall be paid for the part of the work referred to in Article I. a) 1. The second part in the amount of € 2,500 for the part of the work referred to in Article I. a) 2. The third part in the amount of € 2000 for the part of the work referred to in Article I. point a) 3. All payments will be made by wire transfer to the Author's account number indicated in the header of this Agreement within 30 days from the date of submission of the works.
- (b) Bank charges shall be borne by each Contracting Party at its own expense.

Article V.
TIME OF COMPLETION OF THE WORK

The author undertakes to make and hand over the work to the client no later than the dates specified in Article I. The work will be handed over in electronic form in WORD format.

Article VI.
LICENSE TERMS

- a) The author declares that the work specified in Article I of this Agreement will be created by his own creative intellectual activity.
- b) The Author grants the Client consent pursuant to the provisions of § 65 and § 75 of the Copyright Act to publish and publish the created work within the meaning of Article I of this Agreement in printed and electronic form, to translate it into another language, to publish it in its entirety and/or its individual parts and to publicly disseminate it in print, electronic, text, image, any electronic format, in any artistic and technical form, for broadcasting in premiere, reruns, by all technological means, territorial broadcasting, via satellite, wire and wireless, cable retransmission, in the form of CD, CD-ROM, DVD, tapes, using online hosts, Internet services, electronic or optical media, third-party search services, for publication and public dissemination through the services and databases of EBSO Publishing, Inc., in particular EBSCO host, EBSCOhost Integrated Search), EBSCO's Discovery Service and for use in other ways that arise from the needs of performing the Client's activities, including the processing of the work, its connection with others.
- c) The author grants the license as exclusive, without territorial limitation for the duration of the author's exclusive economic rights to the created work in accordance with the provisions of Section 32 (1) of the Copyright Act.
- d) The Client is entitled to grant consent to a third party to use the Work within the scope of the granted license and/or to assign the license.
- e) The Author, as the Licensor, declares that he has the right to grant a license under this Agreement and to exercise the economic rights of the author of the Work to the extent defined in this Agreement.
- f) The Client is not obliged to use the granted license.
- g) If the Client and/or third parties deriving their rights from the rights acquired by the Client are asserted by the legitimate claims of the copyright holders or the legitimate claims of third parties that the Author has settled or should have settled under this Agreement, the Author undertakes to satisfy these claims and to reimburse the Client within the required period all costs actually incurred in connection therewith, that those legitimate claims have been asserted.

Article VII.
WITHDRAWAL

- a) Either party may withdraw from the contract if the other party fails to comply with its obligations under this contract.
- b) Either of the parties may terminate the contractual relationship by written reasoned withdrawal in accordance with the provisions of the Civil Code.
- c) The Client is entitled to withdraw from the Contract:
 - a) if the work has irreparable defects,
 - b) if the defects are removable and the author has not removed them within the period provided by the Client for this purpose,
 - c) for other reasons regulated by valid and effective legislation of the Slovak Republic.
- d) The effects of the written withdrawal shall take effect on the date of delivery of the notice of withdrawal to the other Contracting Party.
- e) Withdrawal from the contract shall be effected by written notice delivered to the other contractor.

Side. Withdrawal from the contract is effective on the day of delivery of the notice.

- f) Withdrawal from the contract is without prejudice to claims for damages (actual damage and loss of profit).

Article VIII.
FINAL PROVISIONS

- a) Other legal relations of both parties not regulated by this Agreement shall be governed by the relevant provisions of the Civil Code.
- b) Amendments to this Contract for Work must be made in writing with prior agreement of both parties.
- c) This Contract for Work shall enter into force on the day of signing the contract by the Contracting Parties.
- d) By signing this Agreement, the Author gives consent to its publication, including its annexes and supplements, with the exception of the author's personal data, in accordance with Section 47a of Act No. 546/2010 Coll., amending Act No. 40/1964 Coll. Civil Code.
- e) This Agreement shall enter into force on the day following its publication in the Central Register of Contracts of the Office of the Government of the Slovak Republic.
- f) The contract is drawn up in four copies, of which the author receives one copy and the client receives three copies.

On, on

In Bratislava, on.....

For the author:

On behalf of the client:

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Author

Client

Ing. arch. Pavol Ižvolt, PhD., MSc.,
Ceo

Monuments Board of the Slovak
Republic