

CONTRACT No 3/2020/MMM FOR THE PRODUCTION OF A WORK AND FOR THE LICENSING OF ITS USE

entered into in accordance with Articles 65 to 81 of Act No 185/2015 Coll. on Copyright and Rights Related to Copyright ("the Copyright Act"), as amended.

Article I Contracting Parties

The Designer – a participant at the XV International Symposium of Medals

Full name:

Address:

Date of birth:

Tax domicile (country):

The Designer is / is not a VAT payer.

VAT identification number (IČ DPH):

(herein referred to as "the Designer")

The Client

Name:

Národná banka Slovenska

Registered office address:

Imricha Karvaša 1, 813 25 Bratislava

Company registration number (IČO):

30844789

Represented by:

Mgr. Mariana Novotná

Director of the Museum of Coins and Medals in

Kremnica

Tax identification number (DIČ):

2020815654

VAT identification number (IČ DPH):

SK2020815654

Bank details:

Národná banka Slovenska

Bank account number:

IBAN SK07 0720 0000 0000 0000 1919

(herein referred to as "the Client")

(hereinafter the Designer and the Client are referred to jointly as "the Contracting Parties")

Article II Subject matter of the Contract

2.1

The Contracting Parties hereby agree that the Designer shall grant the Client an exclusive licence to produce medals based on, and use, his work comprising:

- a design for both sides of a struck medal with the theme....., which the Designer undertakes to create during the XV International Symposium of Medals at Kremnica (hereinafter "the Symposium") in accordance with the terms and conditions

laid down by the Client in the Rules of the Symposium, constituting Annex 1 to, and an integral part of, this Contract. In granting this consent, the Designer permits the Client to use this work in any way and for any purpose, including but not limited to the preparation of medal production and the striking of medals at a mint, for their issuance and sale, and for promotional, collector and publication purposes, including the right to produce duplicates of this work for exhibition purposes and the right to authorise the use of this work by European Union authorities and institutions and other third parties. The Designer hereby grants the Client consent to use and disseminate the above-mentioned work for an indefinite period and to an unrestricted extent;

- designs for five cast medals which the Designer undertakes to create during the Symposium in accordance with the terms and conditions laid down by the Client in the Rules of the Symposium, constituting Annex 1 to, and an integral part of, this Contract. In granting this consent, the Designer permits the Client to use this work for the preparation of medal production and the casting of medals, as well as for exhibition, promotional, educational, informational and publication purposes. The Designer hereby grants the Client consent, at no charge, to use and disseminate this work for an indefinite period and to an unrestricted extent;
these designs are herein referred to as "the work".

2.2

The Designer undertakes to cooperate in the preparation of medal production in accordance with the terms and conditions laid down by the Client in Annex 1 to this Contract.

Article III

Time and place of performance

3.1

The Designer undertakes to create for the Client the part of the work, which comprises a design for a struck medal in the form of plaster models of the medal's obverse and reverse sides, and to deliver this part of the work to the Client by not later than 8.00 a.m. on 28 September 2020.

3.2

The Designer undertakes to create for the Client the part of the work, which comprises designs for five cast medals in the form of five plaster models, and to deliver this part of the work to the Client during the course of the Symposium, but not later than 9 October 2020.

3.3

The medals produced on the basis of the delivered plaster models will be presented at (the gala opening of) the exhibition of the creative objects produced at the Symposium held at the exhibition spaces of the Museum of Coins and Medals in Kremnica on 17 October 2020.

Article IV

Designer's remuneration

4.1

For creating the work (the designs referred to in Article 2.1 hereof), for granting the Client consent to use, produce and disseminate the work in accordance with Article 2.1 of this

Contract, and for providing artistic cooperation in the production of the work, the Designer shall receive a remuneration of € 650 (six hundred and fifty euro).

4.2

The Designer's remuneration shall be paid in euro cash at the cashier's office of the Museum of Coins and Medals. The Designer shall be paid the remuneration by not later than 16 October 2020. The first part of the remuneration representing 50% of the total, an amount of € 325, shall be paid by not later than 28 September 2020. The Designer shall be entitled to claim the full remuneration after fulfilling the obligations laid down in Article III and Annex 1.

4.3

If the Designer has permanent residence in the Slovak Republic, the Client shall, at the time of the payment, deduct from the full amount of the remuneration a contribution to the Fine Arts Fund and an income tax.

4.4

If the Designer is a foreigner who has not submitted confirmation of his tax domicile, the Client shall, at the time of the payment of the full amount of the remuneration, deduct tax from the remuneration in accordance with generally binding legal regulations applicable in the Slovak Republic.

4.5

If the Designer fails to perform the Contract by the deadlines laid down in Article III, the Client may reduce the Designer's remuneration by 15% of the amount agreed; the Designer's right to receive a reduced remuneration shall be conditional on the Designer meeting his obligations and delivering the work to the Client in accordance with the provisions of this Contract, so that the medals produced on the basis of the work may be presented at the exhibition referred to in Article III in a due and timely manner.

Article V

Common and final provisions

5.1

The Designer hereby declares that he has copyright on the work, which constitutes the subject matter of this Contract, that he has the right to use the work, and that no one else has any rights in respect of the work that would be prejudicial to the rights laid down in this Contract.

5.2

If the Designer is a foreigner, he shall, after arriving at the Symposium and before the remuneration is paid in full, submit to the Client an original confirmation of his tax domicile or a certified photocopy of such document.

5.3

Other rights and obligations of the Contracting Parties that are not expressly governed by the provisions of this Contract shall be governed by the Rules of the XV International Symposium of Medals at Kremnica, by the relevant provisions of the Copyright Act and Civil Code, as amended, and by other generally binding legal regulations applicable in the territory of the Slovak Republic. Any legal dispute arising from this Contract will be adjudicated by

a competent court of the Slovak Republic, unless the Contracting Parties agree in writing to refer the dispute to arbitration proceedings.

5.4

The Client hereby undertakes to give the Designer one complete set of the struck medals designed by each participant, five of the struck medals designed by the Designer, and five of the cast medals produced on the basis of the five plaster models designed by the Designer.

5.5

The Designer hereby grants the Client consent, for the period of this Contract's duration, storage and archiving, to process for its own purposes the Designer's personal information contained in this Contract in accordance with generally binding legal regulations and with the Client's internal regulations. This consent may be revoked before the expiry of the specified period only with the Client's prior consent in writing.

5.6

This Contract (including any addenda hereto) constitutes an agreement whose disclosure is required under Article 5a of the Freedom of Information Act (*Act No 211/2000 Coll., as amended*) in conjunction with Article 1(2) of the Commercial Code (*Act No 513/1991 Coll. as amended*) and Article 47a of the Civil Code (*Act No 40/1964 Coll., as amended*). The Designer hereby consents to the disclosure of this Contract by the Client for the duration of the Client's obligations set out in Article 5a(1) and (6) and Article 5b of the Freedom of Information Act; this consent may be revoked only with the prior written consent of the Client.

5.7

This Contract shall become valid and binding on the Contracting Parties as of the date of its signature by the authorised representatives of the Contracting Parties; if the authorised representatives of the Contracting Parties do not sign the Contract on the same date, the Contract shall be deemed valid as of the date of the later signature. This Contract enters into force as of the date following the day of its publication on the Client's website (*in accordance with Article 47a(1) of the Civil Code in conjunction with Article 5a(1), (6), (7) and (8) of the Freedom of Information Act*).

5.8

This Contract is made out in four copies, of which the Designer shall receive one and the Client shall receive three.

5.9

This Contract is made out in authentic Slovak and English language versions; in the event of any discrepancies or difference of interpretation between the two versions, the Slovak version shall take precedence. If the Designer is a foreigner, he will receive one original copy of the Contract in each language version, and the Client will receive three copies in each language version of the Contract entered into with the foreign Designer.

5.10

Any amendments to this Contract are valid only if made in writing and mutually approved by both Contracting Parties.

5.11

Annex 1 – Rules of the XV International Symposium of Medals at Kremnica constitutes an integral part of this Contract.

For the Designer

For the Client

Done at Kremnica on 2020 Done at Kremnica on 2020

.....
Designer
Participant at the XV International
Symposium of Medals at Kremnica 2020

.....
Mgr. Mariana Novotná
Director of the NBS Museum
of Coins and Medals in Kremnica