

CONTRACT FOR THE CREATION OF A COPYRIGHT WORK AND LICENCE AGREEMENT

Under Act No. 121/2000 Coll., on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (Copyright Act), as amended, and Act No. 89/2012 Coll., the Civil Code, as amended,

Parties:

Customer: Statutární město Brno (Statutory City of Brno), Dominikánské nám. 196/1, 602 00 Brno, Czech Republic

Acting through: JUDr. Markéta Vaňková, Mayor of Brno

ID No.: 44992785

VAT ID: CZ44992785

Person authorized to act in contractual matters and to sign the Contract in accordance with the Signing Regulations: Mgr. Kateřina Vorlíčková, Head of the Culture Department, Brno City Municipality

Liaison: MgA. Kateřina Rundová, DiS.  
(the "Customer")

and

Contractor: Simona Savickaitė

ID No. / Date of birth: [REDACTED]

Place of residence / Registered address: Vytenio st. 6-13, Kaunas, Lithuania

Bank account details: [REDACTED]

Account number: [REDACTED]

VAT payer (YES/NO): NO

Registration details:

Tax domicile: Lithuania

(the "Contractor")

The Parties have entered, on the day, month and year set out below, into the following Contract:

I. Subject matter of the Contract

1. By this Contract, the Contractor undertakes to create a copyrighted work for the benefit of the Customer:  
1. Presentation for the XIII. meeting of the Brno Cultural Parliament (Brněnský kulturní parlament; hereinafter referred to as the "BKP meeting").

2. Participation in panel discussion.

Venue and date: 03. 11. 2021, KUMST, Údolní 19, Brno

Time: 16.30

The copyrighted work will include: creating PowerPoint (or similar) presentation, that the author will personally present at the BKP meeting. The presentation file will be delivered to the Customer and published via web for the general public, along with the recording of the authors speech and presentation at BKP meeting.

2. The subject matter of this Contract is the creation of the work and the granting of the relevant licence.

3. The Contractor shall fulfil the obligation established by this Contract by duly and timely performing the subject matter of the Contract and fulfilling the other obligations arising from this Contract.

II. Rights and Obligations of the Parties, Copyright

1. The Contractor undertakes to carry out the agreed creation of the work in person, with professional care, to the best of their abilities and skills as an original work that complies with what has been specified, is within the agreed scope and is carried out in the agreed way. The work will be handed over to the Customer for use by 03. 11. 2021; the format will be as follows: ppt or PDF

2. Ownership of the tangible capture of the work passes to the Customer at the moment of its handover.

3. The Contractor undertakes that the work in question will be of the highest achievable artistic standard.

4. The Contractor is responsible for the originality of the work and for any damages incurred by the Customer in this connection due to infringement of the rights of other persons.
5. The Contractor undertakes to arrive at the place specified by the Customer at the time specified by the Customer.
6. The Contractor is not authorized to use the work specified above or grant the licence to use the work to another person without the written consent of the Customer, except for artistic presentation of the Contractor's own creative activity through competitions or other means.
7. The Contractor grants the Customer the exclusive right to publish the copyrighted work and to use it to this extent (hereinafter referred to as the "Licence"):
  - 7.1.1. for all known uses;
  - 7.1.2. the Licence is granted as an exclusive licence, unlimited in time and territory.
8. The Contractor authorizes the Customer to perform any modification of the copyrighted work, its processing, combining it with another work, including it in a collective work, in accordance with the Customer's intentions. The Customer undertakes not to manage the copyrighted work in a manner that diminishes its value.
9. The Contractor authorizes the Customer to grant a sub-licence to any third party.
10. The Customer undertakes to respect the personality rights of the Contractor. When presenting the work, the Customer is obliged to indicate the name of the author of the work in the usual way, if this is technically possible.
11. The Customer undertakes to arrange for and compensate the Contractor for the costs associated with accommodation in connection with creating a copyrighted work. Accommodation will be arranged by the Customer through the contact person specified in this Contract. The Customer shall arrange suitable and satisfactory accommodation for the Contractor according to the Customer's assessment and by prior agreement; in the event that the Contractor does not agree to the provided accommodation, the Contractor shall arrange and pay for the accommodation independently and at their own expense.
12. The Customer undertakes to arrange and compensate the Contractor for the costs associated with transportation within routes from and to Brno (flight tickets / other transport tickets) in connection with creating a copyrighted work; the above shall be provided in good time ahead. Any additional costs or charges associated with the Contractor's transportation shall be borne by the Contractor independently and at their own expense. The Contractor represents that it is aware of the non-refundability of the travel documents (flight tickets / other transport tickets) the Contractor has pre-approved and anywhere an order has already been placed for such documents. The Contractor is authorised to arrange their flight ticket / other transport ticket (economy class, European destinations only) separately upon agreement with the Customer. In this case, the Contractor will be reimbursed for the price of that flight ticket / other transport ticket upon presentation of the relevant tax document. The tax document must be submitted to the Customer within ten days of the trip. In case of failure to meet the deadline for submitting the tax document, the Contractor's right to reimbursement of the flight ticket / other transport ticket is forfeited. Local transport costs (including airport transits) shall be borne by the Contractor independently and at their own expense.

### III. Remuneration; terms of payment

1. The Customer shall pay the Contractor for the creation of the work referred to in Article I of this Contract a fee in the total amount: 1 000 CZK (in words: one-thousand Czech koruna).
2. This remuneration shall also include the remuneration for the granting of the Licence pursuant to Article II of this Contract.
3. For tax purposes, the remuneration shall be split in the ratio of 90% for the creation of the work and 10% for the granting of the Licence.
4. The agreed remuneration will be payable on the basis of an invoice issued by the Contractor after the handover of the work and its approval by the Customer. Billing address: Statutární město Brno, Dominikánské nám. 196/1, 602 00 Brno, Czech Republic, ID No.: 44992785, VAT ID: CZ44992785.

Recipient: Culture Department of the Brno City Municipality

5. The tax document (invoice) must contain the elements specified in Act No. 235/2004 Coll., on Value Added Tax (hereinafter referred to as the "VAT Act"), as amended, and will contain the following information:
  - Identification details of the Customer and of the Contractor, registered addresses, ID No., VAT ID;
  - invoice number;
  - the date of issue and the due date of the invoice;
  - identification of the bank and account number to which the above amount will be paid, IBAN, SWIFT code, bank address
  - the name/title of the performance;
  - the number of this Contract;
  - the invoiced amount;
  - stamp and signature of the Contractor or a person authorized by the Contractor;
  - indication that the value added tax will be paid by the Customer.

The due date of the invoice shall be 21 days from the date of delivery of the invoice to the Customer.

6. The Parties agree to the possible use of a tax document in electronic form in accordance with provisions of Section 26(3) of Act No. 235/2004 Coll., on Value Added Tax, as amended.
7. The Customer is entitled to reject the invoice and return it to the Contractor within the due date if the invoice contains incorrect or incomplete information. In such a case, the time limit shall be interrupted and the new due date shall start from the date of delivery of the corrected invoice to the Customer.
8. Value added tax will be paid by the Customer.

#### IV. Contractual penalty; compensation for damages

1. In the event that the Contractor fails to complete the copyrighted work properly and on time, the Parties agree on a contractual penalty of 0.5% of the total remuneration for each day of delay.
2. In the event of the Contractor's breach of any of the other obligations specified in this Contract, the Parties agree on a contractual penalty of 10% of the agreed remuneration (see Article III of the Contract). This is without prejudice to the Customer's right to claim, in addition to the contractual penalty thus agreed, compensation from the Contractor for damages arising from the failure to fulfil the obligations arising from Articles I and II of this Contract. The Parties exclude the application of provisions of Section 2050 of Act No. 89/2012 Coll., Civil Code, as amended.
3. In the event of a delay in the invoice due date, the Contractor is entitled to charge the Customer interest on the overdue amount at the rate of 0.1% of the amount due for each day of delay.

#### V. Miscellaneous

1. Any cancellation of the BKP meeting due to force majeure (*vis maior* – unforeseeable and unavoidable action of natural elements, official ban, etc.) gives both Parties the right to request agreement on changes to the terms of this Contract or, where appropriate, after timely and conclusive notification, the option to withdraw from the Contract without any claims for financial compensation.
2. When managing public funds, the Statutory City of Brno is obliged to comply with the provisions of Act No. 106/1999 Coll., on free access to information, as amended (in particular Section 9(2) of the Act). The Statutory City of Brno acts as the "Mandatory Entity" pursuant to Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (Act on the Register of Contracts), as amended.
3. The Parties are obliged to manage any personal data in accordance with the General Regulation of the European Parliament and of the Council (EU) 2016/679, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC and related legislation (hereinafter referred to as the GDPR) and Act No. 110/2019 Coll., on the processing of personal data, as amended.

## VI. Final Provisions

1. This Contract may be amended and supplemented only by written amendments, designated as an addendum to the Contract, bearing its serial number and signed by both Parties.
2. Any disputes between the Parties shall be resolved amicably and by agreement in the first instance.
3. This Contract shall be governed by the law of the Czech Republic. Relations between the Parties not expressly regulated by this Contract shall be governed by the provisions of Act No. 89/2012 Coll., the Civil Code, as amended.
4. This Contract is drawn up in three original copies, two of which shall be given to the Customer and one to the Contractor.
5. This Contract shall enter into force on the date of its publication through the Register of Contracts in accordance with Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (Act on the Register of Contracts), as amended. The Parties agree that publication in the Register of Contracts shall be provided by the Customer.
6. If a severable provision of this Contract is or becomes invalid or unenforceable, the validity of the remaining provisions of this Contract shall not be affected.
7. The Parties, having read this Contract, declare that they agree with its contents, that this Contract has been made in a serious, certain, intelligible manner and on the basis of their true and free will, in proof of which they affix their signatures.

Done in Brno, on 1.11.2021

Done in Brno, on 2.11.2021

On behalf of the Customer:

On behalf of the Contractor:

.....  
Mgr. Kateřina Vorlíčková

.....  
Simona Savickaitė

Head of the Culture Department  
Of the Brno City Municipality