

Contract no. 40 /2023

Contract for the delivery of the work

concluded according to § 91 in conjunction with § 65 et seq. Act No. 185/2015 Coll. The Copyright Act, as amended (hereinafter referred to as the "Copyright Act") and § 631 et seq. Act No. 40/1964 Coll. of the Civil Code, as amended

Parties:

The author:

name and surname: **Zsuzsanna Bakné Albert**

address:

date of birth:

ID Number:

(hereinafter also referred to as "the author")

a

Customer: Gallery of Ján Koniark in Trnava

represented by: PhDr. Vladimír Beskid, director

with registered office: Zelený kříček 3, 917 01 Trnava

bank connection: Treasury

no. account, IBAN: SK61 8180 0000 0070 0049 1796

ID number: 36086932

TIN: 2021513285

(hereinafter also referred to as "customer")

agreed freely, intelligibly and with full seriousness to enter into this contract:

I. Subject of the contract

- a) Co-organization and production of the exhibition of Imre Bak – Variations of silence
- b) completion of work after the successful opening of the exhibition on May 18, 2023

II. Reward for creating a work

- 1. The customer undertakes to pay the author a fee for the creation and delivery of the work according to this contract in the amount of €250 /two hundred fifty euros/.
- 2. The reward will be paid to the author after proper and timely delivery of the work, by cash.
- 3. Remuneration according to par. 1 of this article is final and includes all the author's costs for creating the work.

III. Other provisions

- 1. On the basis of this contract, the parties agreed that the taxpayer will not receive the author from the income according to § 6 par. 2 letters a) and § 6 par. 4 of Act no. 595/2003 Coll. on income tax as amended /hereinafter referred to as "the law/ to withhold income tax before their payment by withholding according to § 43 par. 3 letters h) of the Act.
- 2. The author declares that before signing the contract he was informed about the protection and processing of his personal data in accordance with Regulation of the European Parliament and the EU Council no. 2016/679 of April 27, 2016 on the protection of natural persons in the processing of personal data and the free movement of such data, which repeals Directive 95/46/EC (hereinafter referred to as "GDPR") to the extent and for the purpose of concluding and fulfilling this contract.

3. In this context, the customer expressly undertakes to maintain the confidentiality of the personal data of the author listed in the header of this contract, will not use them for personal use, will not disclose or provide them to another person without the consent of the author, even after the termination of this contract, and declares that he has adopted adequate technical and organizational measures (including training of its employees) for the protection of personal data, in the form and under the conditions established by the GDPR and Act no. 18/2018 Coll. on the protection of personal data as amended.
4. Both contracting parties undertake to properly comply with their obligations according to binding legal regulations governing the protection of personal data.
5. The author declares that, by creating the work, he does not violate the copyrights or other intellectual property rights of third parties.

IV. Final provisions

1. This contract can only be changed after the agreement of the contracting parties. Any such further expression of will must be made in writing.
2. The contract is written in three copies, one of which is given to the author and two to the customer.
3. The author undertakes to deduct from the above fee according to § 6 par. 2 of Act no. 595/2003 Coll. on income tax, tax in the year-end settlement.
4. Other relations and issues not regulated by this contract are governed by the relevant general legal regulations valid in the territory of the Slovak Republic.
5. This contract becomes valid on the date of signature of the contracting parties and becomes effective on the day following the day of its publication in accordance with Act no. 211/2000 Coll. on free access to information.
6. The contracting parties acknowledge that from their signature on this document they are bound by their expressions contained in this contract. The contracting parties declare that they have properly and thoroughly read and understood the text of this contract and that this text expresses their serious and free will, as a sign of which they attach their signatures.

In Trnava, on May 18, 2023

ordering

author