

# CONTRACT ON THE PROVISION OF ARTISTIC PERFORMANCE

**no. 01/FPU-24-710-01377**

concluded under Act no. 185/2015 Coll., the Copyright Act as amended and under the provision of section 269 par. 2 et seq. of Act No. 513/1991 Coll., the Commercial Code as amended

(hereinafter referred to as the "Contract")

between the contracting parties

## Customer:

Name: **Academy of Arts in Banská Bystrica**  
Registered office: Kollárova 4002/22, 974 01 Banská Bystrica  
RN: 31 094 970  
TRN: 2021283935  
VAT RN: SK2021283935  
Part of the higher education institution to which the contract relates: **Faculty of dramatic arts of the Academy of Arts in Banská Bystrica**  
Registered office: Horná 95, 974 01 Banská Bystrica  
Bank connection:  
IBAN:  
On behalf of the customer: doc. Mgr. art. Ľubomír Viluda, ArtD., dean of Faculty of Dramatic Arts  
E-mail contact: dekanatfdu@aku.sk

(hereinafter referred to as "the Customer")

And

## Supplier:

Business name: Academy of Arts  
Registered office:  
RN:  
TRN:  
VAT RN:  
Bank connection:  
IBAN:  
Registered with:  
Statutory authority: prof. Drasko Plavsic, dean of Academy of Arts  
E-mail contact:

(hereinafter referred to as the "Supplier")

(Customer and Supplier hereafter jointly referred to as the "Contracting Parties")

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**Article I.**  
**Subject of the contract**

1.1 The Supplier declares that they are authorized to represent the artists who are performing in the university productions BLACK HOLE and MORTAL INTERCOURSE (hereinafter referred to as the "executive artist") in all matters regulated by this Contract and to an unlimited extent.

1.2 The subject of this Contract is the Supplier's obligation to provide for the Customer the performance of the artistic performance indicated below by Performing Artists: performance BLACK HOLE and performance MORTAL INTERCOURSE (hereinafter referred to as "artistic performance"), in such a way that the artistic performance is carried out in accordance with the following requirements of the Customer:

- carried out - date: 22th October , place: small stage Faculty of Dramatic Arts, time 3:00 pm (Black hole), 23th October , place: big stage Faculty of Dramatic Arts, time 7:30 pm (Mortal Intercourse);
- carried out as part of the festival named ARTORIUM 2024 and all this at the same time so that the artistic performance carried out serves the Customer mainly for the following purpose:
  - meeting the goals of the FPU (Slovak Art Council) project no. 24-710-01377.

1.1 On the basis of this Contract, the Supplier undertakes to ensure the carrying out of the artistic performance for the Customer in a proper and timely manner with due professional care, within the scope, time and manner agreed in this Contract.

1.2 The Customer undertakes to pay the Supplier the remuneration agreed in this Contract for the artistic performance carried out properly and on time.

**Article II.**  
**Remuneration for artistic performance**

2.1 The Contracting Parties have agreed that the Customer will pay the Supplier for the proper and timely provision of the artistic performance by the Performing Artist under Article I of this Contract and in accordance with the conditions agreed in this Contract a remuneration in the amount of **1500,-Euro** (in words: **one thousand and five hundredEuro**).

2.2 The Supplier (nor any other person) does not have the right towards the Customer to be provided with any other monetary or non-monetary payment except the agreed remuneration under point 2.1 of this article of this Contract.

2.3 The Customer shall pay the remuneration under this article of the Contract to the Supplier for demonstrably properly and timely carried out artistic performance under article I of this Contract on the basis of an invoice issued by the Supplier within 15 days from the date of its delivery to the Customer, by non-cash transfer to the Supplier's bank account listed in the header of this Contract.

2.4 The Contracting Parties have expressly agreed that they exclude the assignment of the claim arising on the basis of this Contract to a third party without prior written agreement.

2.5 The Contracting Parties take note that the Customer will deduct tax from the remuneration under point 2.1 of this article of under section 43 par. 10 of Act no. 595/2003 Coll. on income tax. The Supplier acknowledges that the remuneration agreed under point 2.1 of this article of this Contract will be paid after reduction (deduction) of withholding tax under the conditions agreed in this Contract.

**Article III.**  
**Rights and obligations of the Contracting Parties**

- 3.1 The Contracting Parties undertake to inform each other without undue delay of all circumstances that could affect the presentation of the artistic performance;
- 3.2 The Supplier is also obliged to:
- a. after signing this Contract, not to enter into further obligations for the contractually agreed term for another possible customer, which could endanger the realization of the artistic performance;
  - b. ensure the carrying out of the performance by the Performing Artist properly and on time under and under the conditions agreed in this Contract;
  - c. in connection with the presentation of the artistic performance, respect the organizational instructions and the requests of the Customer;
  - d. to ensure the presence of the Performing Artist at the place of carrying out of the artistic performance on time and at their own responsibility;
  - e. notify the Customer in time of all information related to the presentation of the artistic performance;
  - f. notify the Customer without undue delay of a change in the health status or other changes of the Performing Artist, as long as they could have an impact on performance under this Contract;
  - g. the Supplier is not entitled to entrust the carrying out of the artistic performance to a person other than the one mentioned in point 1.1 of Article I of this Contract;
  - h. in case of breach of obligations or declarations of the Supplier under this article of the Contract, the Supplier is obliged to compensate the Customer for any caused damage.
- 3.3 Customer:
- a. is obliged to provide the necessary cooperation that can be fairly required of them to fulfil the subject of this Contract;
  - b. is entitled to use the artistic performance in the manner under Article IV of this Contract.

#### **Article IV. Licence**

- 4.1 With this Contract, the Supplier grants the Customer an exclusive, materially and territorially unlimited licence (consent) for the use of an artistic performance in accordance with the provision of section 97 of Act no. 185/2015 Coll., the Copyright Act (hereinafter referred to as the "licence"), for the entire duration of the property rights of the Performing Artist and for all known ways of using the artistic performance at the time of signing this Contract. The Supplier declares that they are fully entitled to grant the license and all other consents under this Contract to the Customer, and that they have all the necessary valid and effective authorizations, consents, authorizations, powers of attorney, etc. for such granting. In the event of untruthfulness of the Supplier's statements mentioned in the previous sentence of this point, the Supplier is obliged to compensate the Customer for all the damage caused by it.
- 4.2 For the avoidance of any doubt, the Customer is entitled in particular, but not only, to the following ways of using the artistic performance:
- a. public transmission of an unrecorded artistic performance,
  - b. creation of the original recording of the artistic performance,
  - c. making a copy of the recording of the artistic performance,
  - d. making the recording of the artistic performance available to the public,
  - e. processing of artistic performance or of its record to any extent,
  - f. combining the artistic performance with another work to any extent,
  - g. inclusion of an artistic performance into another work (collective work) to any extent.

- 4.3 The Supplier grants the Customer a licence to the extent of this article of this Contract free of charge, i.e., neither the Supplier nor the Performing Artist is entitled towards the Customer to any remuneration for the provision of a licence or for the use of artistic performance in the scope and manner under this Contract.
- 4.4 The Customer has the right to use the names and surnames of Performing Artists when promoting himself/herself through an artistic performance, especially in the media, on their websites, etc.

#### **Article V. Delivery**

- 5.1 All documents related to this Contract shall be delivered to the address of the Contracting Party specified in this Contract by mail (unless stated otherwise in this Contract).
- 5.2 If the Contracting Party does not accept the document at the address specified in this Contract or if they refuse to accept the document or if the document was not delivered to the address of the Contracting Party specified in this Contract for any other reason, the document is considered delivered on the day it is returned to the sender, even if the addressee does not find out about it. In this case, all legal effects of delivered documents will take effect on the day on which the document is considered delivered.

#### **Article VI. Other and final provisions. Consent to the processing of personal data**

- 6.1 The Supplier declares that the Performing Artist has consented to the processing of his/her personal data specified in this Contract in accordance with Regulation of the European Parliament and of the Council (EU) no. 2016/679 of 27 April 2016 on the protection of natural persons in the processing of personal data and on the free movement of such data, which repeals Directive 95/46/EC and Act No. 18/2018 Coll. on personal data protection and modifying and supplementing some laws as amended and the Personal Data Protection Principles published at the web link <https://www.aku.sk/sk/uradna-tabula/zasady-ochrany-osobnych-udajov.html>. The Supplier declares that the Performing Artist confirms that he/she has properly familiarized themselves with the Personal Data Protection Principles in question.
- 6.2 Relationships that are not expressly regulated by this Contract are subject to generally binding legal regulations valid and effective on the territory of the Slovak Republic, in particular Act No. 513/1991 Coll., the Commercial Code as amended and Act No. 185/2015 Coll., the Copyright Act as amended.
- 6.3 This Contract can only be amended or supplemented by a written amendment signed by both Contracting Parties.
- 6.4 The Customer is entitled to withdraw from this Contract in writing if the Supplier is in delay in fulfilling any of their obligations (commitments) arising from this Contract and/or if the performance provided or ensured by the Supplier does not meet the conditions stated in this Contract or in the generally binding legal regulation or in the internal regulation of the Customer or contradicts the instructions or requirements of the Customer or shows any other deficiencies. The Customer is entitled to withdraw from this Contract also if the Supplier is not yet in arrears with fulfilling their obligation (commitment) arising from this Contract, but taking into account the circumstances, it is clear that the Supplier will not fulfil the subject of this Contract properly or on time.
- 6.5 In the event that in the future it turns out that some of the provisions of this Contract are invalid or it turns out to be impossible to fulfil them, this does not cause the invalidity or impossibility of fulfilling the other provisions of this Contract. The Contracting Parties are obliged to conclude a contract without delay after such a finding, by which the shortcomings of these provisions will be eliminated and they will agree on the provisions that are closest in purpose to this Contract and the purpose

which the invalid or unenforceable provisions of this Contract pursued.

- 6.6 This Contract becomes valid on the day of its signature by both Contracting Parties and effective on the day following its publication in the Central Register of Contracts maintained by the Government Office of the Slovak Republic. By signing this Contract, the Supplier expresses their consent to the publication of this Contract in the Central Register of Contracts maintained by the Government Office of the Slovak Republic.
- 6.7 This Contract is drawn up in three identical copies, of which one copy will be received by the Supplier and two copies will be received by the Customer.
- 6.8 The Contracting Parties declare that they entered into this Contract freely and seriously, did not act in error or under duress, understood its content and sign it with their own hands as a sign of consent.

Place: Banská Bystrica, Slovakia  
Date:

Place: Beograd, Serbia  
Date:

**For the Customer:**

**For the Supplier:**

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**Doc. Mgr. art. Ľubomír Viluda, ArtD.**  
**Dean of the Faculty of Faculty of dramatic arts**  
**of the Academy of Arts in Banská Bystrica**

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**Prof. Drasko Plavsic**  
**Dean of the Academy of Arts in Belgrade**