

Copyright Contract for Work Done

Concluded pursuant to the Article 91 of Act No.185/2015 Coll. Copyright Act in relation to the Articles 631 - 643 of Act No.40/1964 Coll. Civil Code as amended (hereinafter „**Contract**“)

Between contracting parties:

Client ordering:

Name of the Institution: Agentúra na podporu výskumu a vývoja
(Slovak Research and Development Agency)
Address: Mýtna 23, 811 07 Bratislava, Slovak Republic
Company ID: 30 797 764
Tax ID: 2022132563
Represented by: JUDr. Stanislav Mydlo, director
(hereinafter: “**Client**”)

Author: AZ00181255 / 5121005255
Name and surname: Dr. Maryna Babenko, PhD.
Date of birth:
Address:
Country:
E-mail:
Bank Account (IBAN):

(hereinafter “**Author**”)

I. Subject of the Contract

1. The subject of the Contract is the creation of the work ordered as a result of own creative intellectual activity of the Author – to elaborate the evaluation of applications delivered to the Client (hereinafter “**Work**”) within an open call for submitting applications to solve projects of research and development in particular science and technology fields pursuant to the Article 6 Section 3 of Act No.172/2005 Coll. On State Aid Administration and Central State Administration as amended (hereinafter “**Act**”) subsequently as amended, labelled Slovensko - Čína 2021 (hereinafter “**Open Call**”).
2. The Author undertakes to conduct professional intellectual activity within the process of application evaluations submitted to the Client by applicants under the Open Call announced by the Research and Development Agency and to elaborate an evaluation report on results of submitted applications evaluation, so an expert opinion according to the regulations defined in the Open Call.
3. The Subject of the Contract is to issue a licence pursuant to the Article II hereof.
4. The Client is obliged to pay remuneration to the Author for the Work including the licence pursuant to the Article III hereof.
5. The author declares the Work shall be the result of his/her own intellectual activity with exclusive copyright. The Author is responsible for the fact that by using the Work pursuant to the Contract nor legal regulations or copyright and the rights of third parties shall be infringed.
6. The Author undertakes to create the work in accordance with the principles of independence, impartiality and objectivity and without any bias. In the event of a breach of this obligation, the Client is entitled not to pay any remuneration.

II. Licence

The Author grants the Client non-exclusive and unlimited licence to use the Work and to use any outcome created by the Author within evaluation process of submitted applications on the grounds of the Open Call, as well as the material created and provided by the Author within his/her evaluation activity according to the Contract in order for further procession by the Client, so for the

needs of complex process of evaluation of submitted applications leading to the decision on funding or non-funding to solve projects.

III. Remuneration

1. Remuneration of 75 EUR (seventy five EUR)/each single elaborated expert opinion for creation of the Work including the licence pursuant to the Article II hereof is payable to the Author pursuant to the requirements of the Client, it means 2 opinions in the total amount 150,00 EUR.
2. Remuneration for performance under this contract and for the license under para. 1 of this article of the contract shall be paid to the author's bank account after elaboration of all approved opinions, after all deficiencies in these opinions have been remedied and the evaluation process has been accomplished, no later than 31.12.2021. The client is entitled not to pay the remuneration for the opinion, in which not all justified deficiencies were remedied. In the event that the bank of the Client or the Author refuses to transfer the remuneration due to incorrect data provided by the Author, the Client is entitled to unilaterally reduce the amount of the remuneration by the amount of all related fees required by the relevant bank.

IV. Handing Over/Uploading the Work

The Author undertakes to hand over/upload accompanying material of the Work to the Client in its electronic form and in the information system of the Client by the manual for opinion evaluation.

V. Final Provisions

1. The Contract shall come into force as of the date of signing it by both contract parties and shall be effective pursuant to the Article 47a Act No.40/1964 Coll. Civil Code as of the consequent day after the date of publishing the Contract in the Central Registry of Contracts.
2. General legal provisions of the Copyright Act and Civil Code shall govern the relations not explicitly stipulated herein.
3. The Client and the Author agreed pursuant to the Article 6 Sec. 2a and the Article 43 of Act No.595/2003 Coll. on Income Tax the Author shall be fully responsible for registration the tax in his tax report after completing tax period.
4. The Contract shall be drawn up in two originals, one received by the Author and one by the Client.
5. Both Contracting Parties declare they have read and fully understand its content and in witness whereof they affix their signatures.

In on.....

In Bratislava on.....

Author

Client

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