

Contract of Work and License Agreement

concluded in accordance with provisions of Section 91 and Section 65 et seq. of Act No. 185/2015
Coll. – Copyright Act

(hereinafter referred to as the "Agreement")

Article I.

Contracting Parties

Client:

Legal form:

**Krajská organizácia cestovného ruchu (KOCR)
(Regional Tourism Organization)**

with registered office:

Starohájska 10, 917 01 Trnava

represented by:

Ing. Pavol Kalman

Company Reg. No.:

52285758

Tax ID No.:

2121318848

VAT No:

SK2121318848

IBAN:

SK81 0200 0000 0041 9882 8759

Incorporated in the Register of Tourism Organizations of the Ministry of Transport and Construction
of the Slovak Republic No.

(hereinafter referred to as "KOCR" or the "Client")

and

Author:

**The Arrabona European Grouping of Territorial
Cooperation with Limited Liability**

Registered office:

H-9021, Győr Városház tér 1.

Company Reg. No.:

30000632-9499-144-08

Tax ID No.:

30000632-2-08

VAT No.:

HU30000632

Bank details:

OTP Bank Nyrt

account number:

11763378-57423885-00000000

on behalf of which he acts:

Németh Tamás Zoltán, igazgató

(hereinafter referred to as the "Author")

Article II.

Introductory Provision

1. The Author was identified as a successful tenderer for the provision of a analytical study for the needs of the contracting authority, which is the Client. Title of the contract "Analytical study - Strategy of the Trnava Region Entry into the Hungarian Tourism Market".
2. The Client, as the Regional Tourism Organization, will be provided with a subsidy for the implementation of the activity "Analytical Study - Strategy of the Trnava Region Entry into the Hungarian Tourism Market" from the MINDOP Tourism Section.

Article III.

Subject of Performance

1. The subject of performance on the basis of this Agreement is the delivery of an analytical study - Strategy of the Trnava Region Entry into the Hungarian Tourism Market (hereinafter also referred to as the "Analytical study" or "Subject of Performance") with the following selected chapters:
 1. Purpose of the marketing study and its methodology
 2. Analysis of the current destination offer of Trnava Region and its suitability and attractiveness for Hungarian visitors
 3. Analysis of the current tourism demand for Trnava Region on Hungarian tourism market
 - 3.1 Analysis of current statistics and other data about the visits of Hungarian visitors in Slovakia and Trnava Region.

Article IV.

Rights and Obligations of the Author

1. The Author undertakes to create the Subject of Performance for the Client under the conditions specified in this Agreement. The Author is obliged to proceed independently and in accordance with the instructions and requirements of the Client when creating the Subject of Performance.
2. The Author undertakes to send the draft document of the analytical study to the Client for approval no later than 2 days before the deadline for submission agreed in para. 5 of this Article of the Agreement. The Client shall then send to the Author the approval of the sent draft document of the Subject of Performance or comments on it. In the event that the Client has any comments, the Author is obliged to incorporate them into the analytical study so that it can be properly and timely submitted in accordance with the provisions of this Agreement.
3. The Author undertakes to proceed with professional care in the performance of this Agreement, to comply with generally binding legal regulations, the requirements of the Client and the provisions of this Agreement. The selected chapters of the analytical study must be written in English.
4. The Author is responsible for the fact that the Subject of Performance will be the result of his own creative activity and that he is the sole copyright holder of the Subject of Performance, that the created and submitted Subject of Performance under this Agreement is in accordance with applicable law, especially the Copyright Act. The Subject of Performance must respect the applicable legal regulations, especially on protection of individuals, personal data protection, intellectual property rights, copyright, industrial property rights and other rights of third parties guaranteed by the Constitution and the laws of the Slovak Republic. The Author undertakes to reimburse the Client for all costs incurred by the Client in asserting the claims of third parties in connection with the Subject of Performance and its use on the basis of a license pursuant to Art. VI. hereof.
5. The Author is obliged to create the Subject of Performance in accordance with this Agreement and submit it to the Client by 28. March 2022 via the online service wetransfer.com or another similar service to the e-mail address katarina.rohalova@krajzazitkov.sk



6. The proper Handover and Acceptance of the Subject of Performance will be confirmed in the Protocol on the handover and acceptance of the Subject of Performance, which will be signed by the authorized representatives of both Contracting Parties. In the event that the Client finds defects in the performance during the acceptance of the Subject of Performance, he is entitled not to take over the Subject of Performance and return it to the Author for completion. In such a case, the Author is obliged to eliminate the defects noted within 2 working days.

Article V.

Rights and Obligations of the Client

1. The Client undertakes to take over the duly created Subject of Performance and to pay the Author the remuneration agreed in accordance with Art. VII hereof.
2. The Client is obliged to provide the Author with the co-operation necessary to create the Subject of Performance.
3. The Client is entitled to claim defects in the Subject of Performance, implemented on the basis of this Agreement.
4. The Client is entitled, even after taking over the Subject of Performance, in case of detecting a defect of performance, to immediately notify the Author in writing (electronically) of his reservations, or requirements for repair or modification of the Subject of Performance. The Author is then obliged to eliminate the alleged deficiencies without undue delay, no later than within 2 working days from the notification of the performance defect.

Article VI.

Method of Use of the Subject of Performance and Scope of the License

1. The Author is the sole holder of the copyright to the Subject of Performance as a whole. The Subject of Performance has the status of an employee work in accordance with provisions of Section 90 of the Copyright Act (Act No. 185/2015 Coll.).
2. The Author hereby grants the Client the exclusive consent (license) to use the Subject of Performance delivered on the basis of this Agreement. The Contracting Parties expressly agree that the license granted in this Agreement is exclusive and covers the entire Subject of Performance and any part thereof.
3. The Author grants the Client consent to each use of the Subject of Performance or its parts (Creative Design) in accordance with the provisions of Section 19 par. 2 of the Copyright Act, in particular in all forms of non-commercial promotional, information and educational activities carried out by the Client through the web, other electronic and printed promotional media.
4. The Client is entitled to give consent to a third party to use the Subject of Performance, including the modification of the Subject of Performance, within the scope of the granted license, with which the Author expresses their consent. The Client is also entitled to assign the license to third parties through an agreement, with which the Author expresses his consent; moreover, the Author does not require to be informed about the assignment of the license to third parties and the assignee.
5. The Author grants the Client a license in a materially and locally unlimited scope without time limit, without the possibility of its revocation.
6. The Author may not grant the license to a third party to use the Subject of Performance and is obliged to refrain from using the Subject of Performance himself.



7. The material result of the Subject of Performance becomes the property of the Client after its official handover.

**Article VII.
Remuneration**

1. The Contracting Parties have agreed on a total remuneration for the performance of the subject of this Agreement in the amount of € 4,000 (in words: four thousand euros) without VAT (hereinafter referred to as the "Remuneration"). The price also includes the fee for the license to use the Subject of Performance specified in Article VI. hereof.
2. The Contracting Parties have agreed that the Author will invoice the Remuneration to the Client after the official handover of the Subject of Performance to the Client, while the due period is within 30 days from the date of invoice delivery to the Client, however, not earlier than after the elimination of deficiencies and defects of the Subject of Performance of which the Author was notified in accordance with Art. V. points 3 and 4 hereof, if these will be applied during the due period.
3. The agreed Remuneration is final and includes all costs of the Author for the creation of the Subject of Performance (especially for transport, parking, food, etc.) and the provision of a license for the Subject of Performance. By signing this Agreement, the Contracting Parties have agreed on non-deduction of withholding tax pursuant to Section 6 para. 2 letter a) of the Income Tax Act and the income for granting consent to the use of the Work according to Section 6 par. 4 of the Income Tax Act; the Client shall not pay withholding tax on the total Remuneration according to Section 43 par. 3 letter h) of the Income Tax Act and the Author shall tax the income himself through the filed tax return. The Client, as a taxable person, shall notify this Agreement to the tax administrator no later than by the fifteenth day after the end of the calendar year in which it was concluded.
4. The Remuneration shall be paid by the Client through a non-cash transfer to the Author's bank account specified in Art. I. hereof. The Author's invoice must meet all the requirements of a tax and accounting document in accordance with generally binding legal regulations, and the Protocol on the handover and acceptance of the Subject of Performance in accordance with Art. IV. point 5 hereof must be attached to the invoice.

**Article VIII.
Duration of the Agreement**

1. This Agreement is concluded for a definite period of time, until the fulfilment of all Rights and Obligations arising from it, with the exception of the part concerning the license, which the Author grants to the Client without a time limit.

**Article IX.
Sanctions**

1. If the Subject of Performance has defects, the Client may withdraw from this Agreement if the Author fails to remove them within a reasonable period of time provided by the Client for this purpose. If the Subject of Performance has repeated defects or a defect that constitutes a material breach of this Agreement, the Client may withdraw from this Agreement without providing a reasonable period for removal.

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2. If the Author is in delay with the delivery of the Subject of Performance, he is obliged to pay the Client a contractual penalty in the amount of 0.05% of the total Remuneration in accordance with Art. VII. point 1 of this Agreement for each day of delay. In this case, the Client is also entitled to withdraw from this Agreement.

Article X.

Personal Data Protection

1. Personal data of natural persons through whom the Contracting Parties act and perform the subject of this Agreement shall be processed on their own behalf by both Contracting Parties. The processing of such personal data is necessary for the performance of this Agreement; the purpose of personal data processing is exclusively the performance of this Agreement. The retention period of personal data is 5 years after the termination of this Agreement, unless a special law provides otherwise.
2. The data subject has, pursuant to the GDPR,
 - a) the right to request access to their personal data from the Contracting Parties;
 - b) the right to obtain correction of personal data;
 - c) the right to deletion of personal data and the right to restrict the processing of personal data;
 - d) the right to portability of the personal data;
 - e) the right to file a motion to initiate proceedings on Personal Data Protection at the Office for Personal Data Protection of the Slovak Republic.
3. The provision of personal data in the scope - name and surname of the executive and contact person, e-mail address, telephone number of the contact person in the Subject of Performance - is a requirement that is necessary for the performance of this Agreement. Failure to provide such personal data will result in inability to perform this Agreement.
4. The Contracting Parties undertake to inform all data subjects whose personal data they process in connection with the conclusion and performance of this Agreement of their above-mentioned rights arising from the GDPR.
5. The Contracting Parties declare that they have taken appropriate technical and organizational measures to ensure the security of the processing of personal data.

Article XI.

Final provisions

1. This Agreement shall enter into force on the day of its signing and shall take effect on the day following the date of its publication in accordance with the provisions of Section 5a of Act No. 211/2000 Coll. on Free Access to Information, as amended, and provisions of Section 47a par. 1 of the Civil Code.
2. This Agreement may be amended only by written agreement of the Contracting Parties in accordance with the Public Procurement Act No. 343/2015 Coll.
3. Legal relations not regulated in this Agreement are governed by the provisions of the Copyright Act, the Commercial Code and other generally binding legal regulations.
4. If the Contracting Party fails to notify the other Contracting Party of another address, the Contracting Parties shall communicate via the addresses specified in Art. I hereof.
5. The Contracting Parties have agreed that any disputes concerning the Rights and Obligations arising from this Agreement will be resolved primarily out of court - by agreement.



6. This Agreement is made in two copies in English and Hungarian, and each Contracting Party shall receive one copy after its signature by both Contracting Parties.
7. The Contracting Parties declare that this Agreement fully corresponds to their real will, which they have expressed freely, seriously, definitely and intelligibly, without error, without any mental or physical coercion.
8. The Contracting Parties declare that they have read the Agreement, understood its content and signed it manually as a sign of agreement with its content.

In Trnava date 9.3.2022

Client

Author

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Krajčazítokov
TRNÁVA