

Contract for Works

Concluded under art. 631 and following of the Act. No. 40/1964 Coll. Civil Code as amended
(hereinafter referred to as the “agreement”)

Client: **Metropolitan Institute of Bratislava**
Address: Primaciálne nám. č. 1, 814 99 Bratislava
Business ID: 52 324 940
VAT reg. no.: not VAT payer
Represented by: Mgr. Ján Mazúr, PhD., director general

(hereinafter referred to as the “the MIB”)

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Expert (name of business): Karol Piekarski Research & Coding
Seat: PCK 10/10, Katowice 40-057, Poland
Tax/VAT ID: PL 6452338373
Name of Bank:
Address od Bank:
IBAN:
BIC/SWIFT:

(hereinafter referred to as the “expert“)

Article 1. Purpose and subject matter of the agreement

- 1.1. The purpose of the agreement is completion of the MIB’s methodological document “Manual of participatory processes in Bratislava” (hereinafter referred to as the “the Manual”) with the chapter on processing and visualization of data related to demography, economic status and ethnicity of inhabitants in Bratislava and overlapping them with maps of climate change impacts (heavy rainfalls, heatwaves) in order to specify vulnerable groups of people and worsened environmental conditions.
- 1.2. The expert is professional in the field of data processing and visualization, based as a programme director at Medialab Katowice.
- 1.3. The subject matter of the agreement shall be the following works provided by the expert to the MIB (hereinafter referred to as the “the works”):
 - 1.3.1. elaboration of the guidelines on how to conduct the whole data processing and visualization process with respect to the Manual
 - 1.3.2. taking part in necessary editorial meetings organized by the MIB
 - 1.3.3. conferring the content of the relevant parts of the draft Manual with other experts involved in the Manual

1.3.4. cleaning up data sets provided by the MIB to the expert to get them ready for visualization

**Article 2.
Fee and terms of payment**

- 2.1 The MIB shall pay to the expert the fee for due and timely provision of works in the amount of EUR 1 000 excl. VAT. The MIB is not VAT payer. The fee shall include all purposefully incurred costs and expenses of the expert related to the fulfilment of the agreement.
- 2.2 The MIB shall confirm the timely and due delivery of the works by the written confirmation which it shall submit to the expert without undue delay thereafter. The contact person of the MIB pursuant to the art. 3.2. of the agreement shall sign the written confirmation on behalf of the MIB.
- 2.3 The MIB shall pay the fee to expert's bank account specified in the title of the agreement upon the invoice delivered to the MIB without undue delay after the written confirmation. The invoice is due in thirty 30 days from its submission.

**Article 3.
Terms of provision of works**

- 3.1. The expert shall provide the works in compliance with the terms of the agreement and with due professional care appropriate to the purpose of the agreement.
- 3.2. The contact person on behalf of the MIB for the execution of the agreement is Ing. Milota Sidorová, PhD. milota.sidorova@mib.sk, the director of Participatory planning office of the MIB.
- 3.3. The MIB shall provide the expert with the cooperation necessary for due fulfilment of the agreement, in particular the MIB shall provide the expert with the respective information and data.
- 3.4. The expert shall provide the works in accordance with the timetable agreed with the MIB. When necessary, the contracting parties shall operatively discuss the proper provision of the works.
- 3.5. Under the agreed timetable the expert shall send the working versions of the works or their parts to the MIB for its review. The expert shall implement MIB's reasoned comments unless he gives duly reasons why such comments are not relevant in given context.
- 3.6. The contracting parties shall communicate pursuant to their mutual agreement either via e-mail, by telephone, by videoconference or in person.
- 3.7. After completion of the works the expert shall submit to the MIB all necessary outputs in formats enabling the MIB to proper use the works for the purpose under this agreement.
- 3.8. The contracting parties agree that the expert shall be specified as the co-author of the Manual.

**Article 4.
Copyright and license**

- 4.4. As the subject matter of intellectual property rights, the works shall be protected by the applicable laws on copyright. In this regard the expert shall hereby provide the MIB with the timely, materially and territorially unlimited license to use the works in all contemporarily known manners necessary to achieve the purpose of the agreement specified in the art. 1.1. of the agreement. The manners of use shall include, in particular, but not exclusively, the modification and processing of the works, joining them or their parts with other work, making copies and/or

their publication. The license provided under this article shall be exclusive. The MIB is to the extent of this license entitled to grant the sublicense to third parties.

- 4.5. For avoidance of any doubt, the fee for the license is contained in the fee pursuant to art. 2. of the agreement and both parties acknowledge it is appropriate with respect to the extent and manners of use of the works.

Article 5
Confidentiality and non-disclosure of information

- 5.1. The expert is obliged not to disclose to third persons and/or to publish any information which he obtained from the MIB for the purpose of provision of the works.
- 5.2. The obligation set out in art 5.1. of the agreement shall not apply to the information:
- 5.2.1. to disclosure and/or publishing of which the MIB granted its prior written consent;
 - 5.2.2. disclosed to the public before execution of the agreement;
 - 5.2.3. publicly available without any action of the expert;
 - 5.2.4. the disclosure or publishing of which may be required by the applicable laws.

Article 6.
Final provisions

- 6.1. The agreement is concluded for definite period of time until the due and timely provisions of the works and payment of the fee, however not later than on 30 November 2020. This is without prejudice to the articles 4. and 5. of the agreement.
- 6.2. The rights and obligations not explicitly regulated under the agreement shall be governed by the applicable provisions of the Civil Code, Copyright Act and other laws and regulations applicable in the territory of the Slovak Republic.
- 6.3. The agreement is prepared in the English and Slovak language, both versions being equally authentic, but the English language version shall prevail in the event of any discrepancy. The agreement is made in two counterparts; each party, the MIB and the expert, shall receive one counterpart.
- 6.4. This agreement shall become valid upon signature by both contracting parties and shall become effective on the day following its publication in accordance with the legislation of the Slovak Republic. The expert explicitly agrees with the publication of the agreement at the website of the MIB with prior redaction of personal data.
- 6.5. The agreement may be amended only by written amendments signed by the parties hereto.

In Bratislava, on

In Katowice, on

On behalf of the MIB:

Expert:

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Mgr. Ján Mazúr PhD.
director general

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Karol Piekarski