

**Doklad** OJE - 3570

**V**

ODBĚRATEL - fakturační adresa

Národní galerie v Praze

Staroměstské náměstí 12

110 15 Praha 1

Zřízena zákonem č.148/1949 Sb.,

o Národní galerii v Praze

Číslo objednávky 3570/2023

DODAVATEL

Hylozoic/Desires Ltd.

110 Southgate road

London N1 3HY

Velká Británie

**IČ** xxxxxxxxxx

**IČ**

**Typ** Příspěvková organizace

00023281

**DIČ** CZ00023281

**Datum vystavení** 19.11.2023 **Číslo jednací**

**Smlouva** OBJEDNAVKA

**Požadujeme :**

**Termín dodání**  01.11.2023 - 31.12.2023

**Způsob dopravy**

**Způsob platby** Platebním příkazem

**Splatnost faktury** 30 dnů od data doručení

We would like to order an audio piece represent the artwork of Eva Koťátkova on the Venice Biennale 24.

Grant of Rights to Use to Works to the Client

1. By this Contract, the Author grants the Client the right to use any result of any performances rendered hereunder (hereinafter "Copyrighted Work") protected by Act No. 121/2000 Coll., on copyright, related rights and amendment of certain acts (hereinafter the "Copyright Act"). The licence is granted as:

" non-exclusive;

" unlimited, i.e. for all types of use, without territorial or quantitative restrictions, for the entire duration of economic author's rights in respect of the Copyrighted Work (hereinafter the "Licence").

1. The Author explicitly declares to be authorized to grant the non-exclusive Licence in the mentioned scope ad that neither the Copyrighted Work, nor its use according to this Contract, shall violate copyright, personal or other rights of any third parties. If any copyright holders or other parties bring any claims against the Client in relation to the use of the Copyrighted Work (copyright, related author's rights, patent or trademark rights, unfair competition claims, personal or owner's rights etc.), the Author shall settle such claims, at his own expense, and compensate the Client for any damage suffered.
2. The Author hereby agrees in principle that the Client may modify or change the Copyrighted Work or any other copyrighted element supplied based upon this Contract, to include it in a database or merge it with another copyrighted or noncopyrighted work, as well as to finish the unfinished Copyrighted Work if the Author fails to finish the same. Any alteration, merging, etc. needs prior, written approval from author, which shall not be withheld without good reason or in bad faith. The Client shall be entitled to exercise all the mentioned rights either personally or through a third party.
3. The Licence is granted as a set of rights rather than duties, meaning that the Client shall not be obliged to exercise the licensed rights.
4. The parties have agreed that Section 2382 of the Civil Code (rescission for change of beliefs of the author) shall not apply.
5. The fee for the granting of the Licence is already included in the total price of the Works.
6. The Licence includes the use of the Copyrighted Work in its original or adapted or otherwise modified form, independently or together with another copyrighted or noncopyrighted work.
7. The Author hereby asserts his or her moral right to be identified as the author of the Artwork or any Derivative Work in accordance with section 78 of The Copyright, Designs and Patents Act 1988, on all occasions when the Artwork or any Derivative Work (including any preliminary designs, sketches or maquettes) or any photograph or other permitted reproduction is exhibited, published or issued to the public.
8. At the same time, the Artist agrees to ensure that the Organisation is credited as the commissioner of the Artwork in a manner that is reasonably prominent, on all occasions when the Artwork or any Derivative Work is publicly exhibited and when the Artwork or any Derivative Work is reproduced in catalogues and publications, providing the Artist has control over the exhibition and publication of the Artwork or any Derivative Work.
9. The Client shall be entitled to grant the Licence or any part thereof to a third party (sublicense) or to assign the Licence only with prior written approval by the author.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Položka | Množství MJ | | Cena/MJ | Cena celkem |
| BIENNALE 24 - Himali Son Soi - Hudební nahrávka | 1.00 |  | 6 000.00 | 6 000.00 |
| **Vystavil(a)** |  | **Přibližná celková cena** |  | **6 000.00EUR** |

XXXXXXXXXXXXXXX

**Razítko a podpis**

Dle § 6 odst.1 zákona c. 340/2015 Sb. o registru smluv nabývá objednávka s předmětem plnění vyšší než hodnota 50.000,- Kč bez DPH účinnosti až uveřejněním (včetně jejího písemného potvrzení) v registru smluv. Uveřejnění provede objednatel.

**Řada** OJE **Evidenční číslo** 3570 **Číslo objednávky** 3570/2023 **Datum vystavení** 19.11.2023

Žádáme obratem o zaslání akceptace (potrvrzení) objednávky.

Potvrzené a odsouhlasené faktury spolu s objednávkou, případně předávacím či srovnávacím protokolem zasílejte na [faktury@ngprague.cz](mailto:faktury@ngprague.cz)

Datum: Podpis: XXXXXXXXXXXXXXXXX

**Platné elektronické podpisy:**

1. 14:57:19 - XXXXXXXXXXXXX - příkazce operace
2. 08:36:55 - XXXXXXXXXXXXXXX - správce rozpočtu