

Task Agreement with copyright clause

concluded within the meaning of the provisions of Section 2586 et seq. of Act No. 89/2014 Coll. of the Civil Code on the date, month and year set out below between the contracting parties, who are:

Institute for Contemporary History of the CAS

ID: 68378114

Address: Vlašská 355/9, 118 00 Prague 1

Represented by PhDr. Adéla Gjuričová, PhD, Director

Hereinafter referred to as the Client

and

Pavlo Khudish

ID / EDRPOU Code: 3233523796

Address: 880 14, Ukraine, reg. Zakarpatska, c. Uzhorod, st. Uchytelska, build. 5

Hereinafter referred to as the Contractor

Article I

Subject matter of the contract

1. The Contractor undertakes to execute and hand over to the Client the work specified in Article II of the Contract under the conditions specified in this Contract and the Client undertakes to pay the Contractor the agreed price.
2. The Contractor undertakes to grant the Client an exclusive license to the Work, or to those parts thereof which are subject to protection under Act No. 121/2000 Coll., Copyright Act, as amended, in accordance with Article VII of this Agreement, upon completion of the Work.

Article II

Specification of the Work

1. The contractor for the client will carry out historical research and on the basis of this research will prepare an academic article entitled Jewish Survivors in Transcarpathia: Restitution, Reintegration and Interactions with Their Neighbours, 1944–1946.

Article III

Rights and Obligations of the Client

1. The client undertakes to provide the contractor with all the necessary cooperation for the proper performance of the subject of this contract.
2. The client undertakes to pay the contractor the price according to Article VII of this contract in the manner and under the conditions specified therein.
3. The client undertakes to inform the contractor without delay of any changes and other circumstances affecting the performance of the obligations under this contract. Material changes must be notified in writing.
4. The Client is entitled to inspect the quality, manner of execution and compliance of the work with the conditions agreed in this contract at any time during the execution of the work and the Contractor is obliged to provide the Client with the work in progress under this contract for inspection upon request.

Article IV

Rights and Obligations the Contractor

1. The Contractor is obliged to perform the subject of the contract according to the Client's instructions and to hand it over to the Client within the agreed period of time.

Article V

Price and method of payment

1. The total price of the work is 90,000 CZK (ninety thousand Czech crowns). The Client shall pay the price of the work to the Contractor on the basis of an invoice issued by the Contractor, which the Contractor shall send to the Client within ten working days after signing this contract.

Article VI

Time of fulfilment

1. The Contractor undertakes to perform the work and hand it over to the Client without defects by 31 May 2024.

Article VII

Copyright

1. The Parties declare that the Contractor's work shall result in the work of authorship referred to in Article 2 of this Agreement. This translation is subject to protection under Act No 121/2000 Coll., as amended. It is a work made on the basis of a commission.

2. The parties agree that the contractor grants the client an exclusive license to the work specified in this contract on the date of its delivery to the client in accordance with the terms of this contract. This license shall be unlimited in quantity, scope, time and territory. It shall be granted by the Contractor for an indefinite period.

3. The remuneration for the granting of this exclusive license shall be 10,000 CZK (ten thousand Czech crowns) and is included in the price set out in Article 5 of this contract.

4. The Client shall be entitled to grant this license to third parties as a so-called sub-license, but only within the scope of the contractual license conditions set out in this article of the work contract. The Client is aware that in such a case the sub-licensee is liable to the author, i.e. the Contractor, for compliance with the license conditions.

Article VIII

Common and final provisions

1. Matters not covered by this Agreement shall be governed by the Civil Code as amended, in particular by the provisions of Sections 631 et seq.

2. The Parties acknowledge and agree that the Client shall publish the Contract in accordance with Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, Publication of Such Contracts and the Register of Contracts (the Register of Contracts Act), as amended (hereinafter referred to as the "Register of Contracts Act"), immediately after signing the Contract.

3. This Agreement may be amended only by written amendments agreed by both parties.

4. This contract supersedes all previous written and oral agreements and arrangements relating to the subject matter of the contract.

5. This Agreement is drawn up in duplicate, one of which shall be given to each party.

6. The parties have read the contract, agree to its entire contents and affix their signatures in witness thereof.

Done at Prague, 16 January 2024.