**INDEPENDENT CONTRACTOR AGREEMENT**

**No. SA -**

**Česká filharmonie** (Czech Philharmonic)

having its seat at Alšovo nábřeží 12, 110 01 Praha 1, Czech Republic

Id. No.: 00023264, VAT No.: CZ00023264

represented by MgA. David Mareček, Ph.D., Director General

(“ČF”)

and

**Gerhard Feldmann**

Badgasse 6/2

2560 Berndorf

Austria

UID: AT U77221418

(the “**Contractor**”)

conclude on the day, month and year set out below the following agreement (the “**Agreement**”):

**Article I**

**Subject Matter of the Agreement**

1. The Contractor undertakes to deliver to ČF the work specified below (the “**Work**”) and to complete it no later than on a pre-agreed and confirmed date. In case of Work of intangible nature the Contractor shall be obliged, in order to deliver the Work, to perform the activity set out below. In consideration for proper and timely delivery of the Work ČF undertakes to pay the price of the Work to the Contractor, the total and final amount of which is also specified below.

2. **Specification of the Work**: Overall service of Steinway Grand Pianos: Action Regulation, Voicing, Tuning, Temper Regulation, Check foot pedals, Interior cleaning, other necessary maintenance work

3. **Date of delivery of the Work**: From 01. 03. 2024 to 31. 12. 2024. The exact date of the Work will be always ordered and confirmed in advance.

4. **Place of delivery of the Work**: Rudolfinum, Alšovo nábřeží 12, 110 00, Praha 1

5. **Price of the Work**: For every single commissioned work = traveling expenses + service on instruments (pt.2): flat rate EUR 1.700,-. Hotel reservation and payment are not included, and made by ČF. All prices without taxes.

ČF will also provide hotel accommodation and parking reservation for the Contractor at company expense, it won’t be charged by the Contractor in the invoice for the service.

6. ČF shall pay the price of the Work to the Contractor no later than within 30 days after its proper delivery, and shall do so to the bank account of the Contractor No. IBAN Code: xxx xxxx xxxx xxxx – SWIFT: xxxxxxxxxxxx.

7. The Contractor shall be obliged to issue and deliver to ČF an invoice for the price of the Work with all content required for a tax invoice; otherwise the price of the Work shall not become due.

8. The Contractor shall be obliged to make the Work personally; in any other way only with prior consent of ČF. The Contractor shall be bound by any instructions from ČF concerning the manner in which the Work is to be performed.

9. For the case that during the making of the Work the Contractor participates in, or attends, any event organised by ČF, the Contractor agrees that ČF and subjects cooperating with ČF shall be entitled to make recordings from any such event (including audio visual), which may also record the Contractor, and shall be entitled, at their discretion, to process and exploit any such recordings, hand them over to third persons or publish them through any media. The Contractor confirms that the making and exploitation of any such recordings, or any other handling of them, are reflected in the agreed price of the Work and the Contractor shall not be entitled to any further remuneration for them.

10. For the case that the activity of the Contractor on the basis of this Agreement results in creation of any work protected by author’s rights, the Contractor grants licence to the ČF, effective upon completion of the Work, to use the Work in any way, including but not limited to its reproduction, distribution and communication to the public in any way and form. The licence is granted as exclusive, for the whole duration of the Contractor’s rights and not limited by territory, time, quantity or any other limitation. ČF may grant sublicences, or cede the licence, to third parties, in whole or in part, and shall not be obliged to utilise the licence. ČF may modify the name and content of the Work and/or the designation of its author. Remuneration for the licence is included in the price of the Work.

11. The Contractor undertakes to maintain confidentiality of all information obtained in connection with this Agreement or with performance of the Work unless it is publicly available, and shall not disclose such information to any third person without consent of ČF. This obligation shall last even after the Work is performed.

**Article II**

**Validity and Effectiveness**

This Agreement becomes valid and effective upon its conclusion.

**Article III
Final Provisions**

1. This Agreement shall be governed by the laws of the Czech Republic, in particular by relevant provisions of the Act No. 89/2012 Coll., the Civil Code, as amended. Any disputes arising out of this Agreement or in connection with it shall by heard and determined by ordinary courts of the Czech Republic.

2. Should any provision of this Agreement be found invalid, ineffective or unenforceable, the Parties undertake to replace such provision by a provision valid, effective and enforceable, whose purpose and meaning shall be identical, or as similar as possible, to the purpose and meaning of the invalid, ineffective or unenforceable provision.

3. This Agreement is executed in two counterparts, of which each Party shall receive one.

4. Any changes or supplements to this Agreement shall be carried out in writing by means of numbered amendments executed by both Parties.

Given in Prague on 28. 2. 2024

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ČF Contractor

Drafted and verified by: Štěpán Albrecht

Approved by: Lukáš Duchek, vedoucí oddělení ISR