

## COOPERATION CONTRACT

Contracting Parties:

**The Academy of Arts, Architecture & Design in Prague**

Address: náměstí Jana Palacha 80, 116 93 Praha 1 Czech Republic,  
Business ID No.: 604 61 071,  
Represented by: Mgr. Zdeněk Bezečný, Ph.D., Vice-Rector

(hereinafter referred to as the “**AAAD**”)

and

**Mirjam DÉNES**

Address: 10 Toldi utca, Lőrinci, H-3021, Hungary  
Date of Birth: 15. 10. 1987

(hereinafter referred to as the “**Contractor**”)

are concluding this Cooperation Contract (hereinafter referred to as the “Contract”) pursuant to Section 1746(2) et. seq. of Act No. 89/2012 Coll., the Civil Code.

### **Article I Subject of the Contract**

- 1) The Subject of this Contract is the obligation of the Contractor to carry out the Work specified in the Contract, at the expense and risk of the Contractor and within the time agreed, and the obligation of the AAAD to pay the price agreed for the Work to the Contractor for a proper and timely execution of the Work.
- 2) The Contractor agrees to conducting partial research during the year 2024 (January – December, work capacity 220 hours per year) on Asian influences in applied arts (processing of Japonisms and Orientalisms in Hungarian applied arts: porcelain, glass, etc.) within the framework of the project of the Grant Agency of the Czech Republic No. 23-05248S *“Circulation of knowledge as a basis for multiculturalism and its role in a transformation of the Czech art industry in 1850s-1920s”*. UMPRUM undertakes to pay the Contractor a remuneration for this performance according to Article II of this contract.

### **Article II Rights and Obligations of the Contracting Parties**

- 1) The Contractor is obliged to perform the Subject of the Contract in accordance with the AAAD’s instructions through the project Co-investigator doc. PhDr. Filip Suchomel, Ph.D.
- 2) The Contractor agrees to provide everything that is needed for the execution of the Work under this Contract.

- 3) The Contracting Parties are obliged to provide each other with all assistance necessary to carry out the Work.

### **Article III Price for the Work and Payment Terms**

- 1) The AAAD undertakes to pay for the Work the total contractual price in the amount of CZK 77.000,- (in words: seventy-seven thousand Czech crowns) for the performance provided. The Contractor is not a VAT payer.
- 2) The AAAD shall pay the remuneration in three instalments to the account of the Contractor specified in Article III paragraph 3) in the following proportional amounts and dates: 25.000,- CZK no later than 31st May 2024, 25.000,- CZK no later than 30th September 2024 and 27.000,- CZK no later than 31st December 2024.
- 3) The AAAD agrees to pay the Price by a bank transfer to bank  
Name of account owner: Mirjam Dénes.  
Account number in IBAN form: BE26 9674 5820 5229  
Bank BIC / SWIFT code: TRWIBEB1XXX  
State: BELGIUM (Avenue Louise 54, Room S52, Brussels)  
Currency in which the payment will be made: EUR

### **Article IV Licensing Arrangements**

- 1) In the event that any activity of the Contractor under this Contract fulfils the characteristics of a copyright work within the meaning of Act No. 121/2000 Coll., on Copyright and Related Rights and on Amendments to Certain acts (Copyright Act), as amended, the Contractor grants to the AAAD the right to exercise the right to use the work (licence) in all manner of use in accordance with the Article 12 Paragraph 4 of the Copyright Act. The licence shall be granted on the date of delivery of the work to the AAAD.
- 2) The license is granted as exclusive for the entire duration of the economic right, for the territory of the whole world, entitling the AAAD to use the work by any technological manners known at the time of signing this Agreement (even if such technological manner will only be used in the future), in any quantity and for an unlimited number of uses. The AAAD is entitled, but not obliged, to use the licence granted.
- 3) AAAD may grant an authorisation forming part of the licence or assign the licence to a third person, in whole or in part, for a fee or free of charge. Persons deriving their authorizations from AAAD will be equally authorized to further grant and/or assign the licence.
- 4) The Contractor shall ensure on its own responsibility that the performance under this Contract is not affected by any rights of third parties, is free from any legal defects and

legal claims of third parties and the AAAD is entitled to use the performance in accordance with this Contract and within the scope of these licence conditions.

## V Final Provisions

- 1) Contractor notes that the AAAD is a subject legally bound to publish its contracts pursuant to Act no. 340/2015 Coll., and if a contract meets the requirements for publication stipulated by the law, Customer will publish any such contract in the register of contracts.
- 2) A contract comes into force upon its conclusion, i.e. on the date of the contract signature by the authorized representatives of both contractual parties. In the case of a contract that is subject to publication in the register of contracts pursuant to Act no. 340/2015 Coll., such a contract takes effect only on the day of its publication in the register of contracts.
- 3) This agreement is governed by Czech law and disputes arising from this agreement will be dealt exclusively by Czech courts. The Contracting Parties agree that other rights and obligations of the Contracting Parties shall be governed by Act no. 89/2012 Coll., the Civil Code.
- 4) The Contract can be altered and supplemented only in writing by numbered supplements. Both Contracting Parties have the right to submit a supplement to the Contract.
- 5) The Contract is made out in two identical copies, of which each Contracting Party shall receive one copy.
- 6) The Contracting Parties declare that the Contract expresses their free, true, understandable and serious will, in witness whereof they affix their signatures to the Contract.

On behalf of the Contractor:

On behalf of the AAAD:

In Budapest on 11.03.2024

In Prague on 25.03.2024

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Dr. Mirjam Dénes

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Mgr. Zdeněk Bezechný, Ph.D.  
Vice-Rector  
AAAD