**INDEPENDENT CONTRACTOR AGREEMENT**

**No. SA - 18 /167**

**Česká filharmonie** (Czech Philharmonic)

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

Id. No.: 00023264, VAT No.: CZ0023264

represented by xxxxxxxx

(“**ČF**”)

and

Mr.: **Volker Striemer**

having their seat at/residing at: Wartenburgstr.22, D-10963 Berlin

Id. No./date of birth: xxxxxxx

VAT No.: DE 1880 30341

(the “**Contractor**”)

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

**Article I**

**Subject Matter of the Agreement**

The Contractor undertakes to deliver to ČF the work specified below (the “**Work**”) and to complete it no later than on the date set out below. 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.

Specification of the Work: camera operator of an audio visual recording of performance of a musical work by means of the digital concert hall system of ČF

Date of delivery of the Work: 18.-24.6.2018

Place of delivery of the Work: Rudolfinum, Czech Philharmonic

Price of the Work: EUR 400 per working day (in words: four hundred Euros)

 EUR 400 per travel day (in words: four hundred Euros)

The agreed price of the Work includes all costs expended by the Contract for its performance.

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. xxxxxxx.

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.

ČF shall pay for or reimburse the Contractor’s travel expenses immediately connected with the delivery of the Work in the amount of actual costs and against appropriate documents (invoices etc.). ČF shall provide the Contractor with appropriate accommodation for a period immediately connected with the delivery of the Work.

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.

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.

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.

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 upon its conclusion and effective upon its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., as amended. Publication of this Agreement in the Register of Contract pursuant to Act No. 340/2015 Coll., as amended, shall be procured by ČF. The Parties acknowledge that this Agreement does not contain any provisions which should not be published in the Register of Contracts pursuant to Act No. 340/2015 Coll., as amended. Any Party which provided any personal data in this Agreement consents that they may be contained in the text of the Agreement published in the Register of Contracts pursuant to Act No. 340/2015 Coll., as amended; if the Party provided any personal data concerning a third person, the Party declares and is responsible that it has such consent from the concerned third person if such consent of the third person is necessary under the applicable law.

**Article III**

**Final Provisions**

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.

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.

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

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

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 ČF Contractor

Drafted and verified by: xxxxx

Approved by: xxxxx