

CONTRACT number 332/2016

Hereinafter referred as the „CONTRACT“ dated 18-11 2016 , entered into by and between:

Ústav pamati naroda (The Nation's Memory Institute) with its registered seat in Mileticova 19, 820 18 Bratislava 218, SK, entered into the Register Identification Register of organisations (IČO) under the number of 37977997, holder of Tax Identification Number (DIČ) 2021736365, represented by:

PaedDr. et ThDr. Ondrej Krajňák, PhD. - Chairman of the Board of Directors,

hereinafter the “ÚPN“ or “Contractor 1“

Institute of European Network Remembrance and Solidarity with its registered office in Warsaw, at Wiejska 17/3, (00-480 Warszawa), entered into the register of institutions of culture **under** number RIK 90/2015, holder of REGON number: 360483100, represented by:

Rafał Rogulski - Director

hereinafter referred to as “ENRS“ or “Contractor 2“

where both Parties jointly shall be referred to as the “Contractors“

and

Darren Chastney, residing in Slovakia, _____, Bratislava 1, with Slovak Tax number: DIC 107 096 2607 and ID number: ICO 402 512 50, hereinafter the “Translator“,

Given that **ENRS** prepares educational website "Hi-story. Teaching and learning about 20^h-century European history" and **ÚPN** is a partner of the project, **Contractors** and **Translator** conclude **the** following:

§1

1. Under this Contract, the **Contractors** order and the **Translator** agrees to translate ca. 90 articles devoted to the 20th-century Hungarian history: from **Slovak** into **English**, from **English** into **Slovak** and from **Czech** into English and from English into **Czech**, hereinafter referred to as the 'subject of the contract'.
2. Articles will be delivered to the Translator by the **ENRS** no later than **November 25, 2016** by e-mail to the following address: info@kavali.eu
3. Translator agrees to complete translation not later than **December 15, 2016**.

4. The person authorized to contact the Translator is Ewelina Pękata ewelina.pekala@enrs.eu and Maria Naimska maria.naimska@enrs.eu at the side of the **ENRS** and Michal Babal babal@upn.gov.sk at the side of the **ÚPN**.

§ 2

For proper performance of the subject of the contract, the Translator shall receive a remuneration of **8.000 euro (eight thousand) gross** (the rate per target word: **EUR 0.08**). The amount of 8.000 euro will be paid to the Translator by the **ÚPN** within 14 days after the invoice is issued properly by the Translator. The invoice will be issued after approval of proper performance of the subject of the contract by **Contractors**.

§ 3

1. The **Translator** states that he has been informed about the specific requirements for the implementation of the subject of the contract received from **ENRS** Style Sheet.
2. The **Translator** agrees to comply with the subject of the contract conscientiously and with due diligence.
3. Failure to perform or improper performance by the **Translator** of the subject of the contract referred to in § 1 authorizes **Contractors** to terminate the contract and charge the **Translator** with contractual penalty in the amount of 20% of the gross remuneration referred to in § 2. Payment of the penalty shall not deprive **Contractors** the right to claim damages in excess of the amount of general principles.
4. In case of default of the conditions of this Contract by the **Translator**, **Contractors** shall be entitled to terminate the contract and claim compensation from the Translator arising out of any damage.

§ 4

1. The **Translator** declares that upon delivery of the subject of the contract he shall be owner of all copyrights (not encumbered with any rights of third persons) to the works resulting from the implementation of the subject of the contract and he shall transfer **all** the copyrights to **Contractors** without any restrictions, and in particular the right to use the texts (translations) in the following fields of exploitation:

- a) within the scope of fixation and reproduction of the work -the production of copies of a work by way of using a specific technique, including the printing, reprographic, magnetic storage and digital technique,
 - b) within the scope of trade in the original work or the copies on which the work was fixed - the distribution, gratuitous lending or rental of the original or copies,
 - c) within the scope of dissemination of the work in a manner other than as specified above - public performance, exhibition, presentation, communication, broadcasting and re-broadcasting, as well as making the work available to the public in a manner allowing every person to have access to such work in a place and at a time of his own choice.
 - d) Within the scope of entering the Texts into computer hard drives and/or multimedia network and distributing it in the network and in the Internet,
 - e) Within the scope of e-book publication,
2. The **Translator** grants - within the remuneration specified in § 2 - irrevocable consent to exercise the derivative rights as a whole and its individual components, in particular modifications, remakes, re-works, abbreviations, abstracts, adaptations, translations and also joining works and its individual components with other works and use of the resulting works on the fields of exploitation referred to in this paragraph, as well as allow exclusively to perform derivative copyrights in this respect by the third parties.
 3. **Translator** authorizes **Contractors** - within the remuneration specified in § 2 - irrevocably to perform moral copyrights to the works on behalf of the authors of the works and at the same time the **Translator** commits on behalf of the authors and on his own behalf not to perform the moral copyrights personally insofar as it would limit the **Contractor's** right to perform works freely.
 4. Upon the adoption of works **Contractors** will acquire ownership of all of the copies on which the work was fixed, and the **Translator** is obliged to provide **Contractors** with all of the media on which the work was fixed.
 5. **Contractors** shall acquire all the rights referred to in this paragraph with the adoption of the work.
 6. The remuneration payable to the Translator specified in § 2 includes the transfer of all rights and granting of all permits and authorizations referred to in this paragraph.
 7. In the case of notification of any claims arising from the use of the works by **Contractors**, the **Translator** undertakes to take at his own expense and risk any legal action to ensure the proper protection of **Contractors** against such claims, and in particular agrees to step in place of **Contractors** or in the absence of such a possibility to join **Contractors** in any proceedings pending against **Contractors**, and also agrees to compensate any costs that may be incurred

by Contractors or which Contractors will be obliged to pay to a third party in respect of any claim or lawsuit for copyright infringement licenses, patents, proprietary design or trade mark rights which that person reports in connection with the operation of the work by **Contractors**.

§5

1. All amendments and supplements to this contract must be made in writing under pain of nullity.
2. In matters not governed by this contract, the provision of the Polish law shall apply, in particular the provision of the Polish Civil Code and Polish Law on Copyright and Related Rights.
3. All disputes, if any, shall be resolved by a Polish court competent for the seat of ENRS.
4. This contract has been drawn up in English language version.
5. This contract has been drawn up in three identical copies, one copy for **ENRS, ÚPN** and Translator.
6. ENRS, UPN and Translator agree that the content and conditions of this Contract shall be treated as confidential.

(podpísané)

.....
Translator

(podpísané)

.....
ÚPN

(podpísané)

.....
ENRS