## Contract for work

Made under § 91 and § 65 et seq. Act No. 185/2015 Coll. The Copyright Act, as amended by Act No. 125/2016 Coll.

Concluded by and between:

Author:

Name and Surname:

Date of Birth:

ID Card No .:

Bank:

IBAN:

Kod BIC SWIFT:

Address:

Marcin Idźkowski

ul. Częstochowska 16/30, 15-459 Białystok,

Poland

03.01.1979 ASY780517

ING Bank Śląski S.A.

PL61249010570000990210745293

**ALBPPLPW** 

(hereinafter "Author")

and

#### Acquirer:

Business Name: COMUNE DI CASALGRANDE

Residing at: PIAZZA MARTIRI DELLA LIBERTÀ 1, 42013, CASALGRANDE (RE)

Company registration number: 00284720356

(hereinafter "Acquirer")

agreed upon conclusion of contract for work (hereinafter "Contract"):

Article I.

Introductory provisions

- 1. The Work will be performed on Sept. 17<sup>th</sup> 2017 in Casalgrande 2017 on the occasion of the "ECHO" project (co-funded by the UE, if approved).
- 2. The Author is the representative of n. o. Fundacja Czwarty Wymiar.
- 3. The Work is, for the purpose of this contract, defined as production of light performance or light and sound performance utilizing an object in public space of Casalgrande Townhall (hereinafter "Work")
- 4. The Work is, for the purpose of this contract, considered as produced in the moment, when it is expressed in form perceivable by senses and presented to the auditorium in public space.
- 5. Reward for production of Work, for the purpose of this contract, is defined as account receivable of the author towards the acquirer in sum defined in Article III. of this contract and represents adequate reward for production of work.

#### Article II.

# Production and delivery of work

- The Author undertakes, on his own responsibility and in compliance with terms and conditions of this Contract, to produce the Work for the Acquirer and the Acquirer undertakes to take the Work from the Author and pay him the payment for Work as agreed.
- 2. The Author is obliged to produce the Work independently utilizing his own creativity. During the production, the Author shall not illegally interfere with copyrights of third parties and their rights linked to The Copyright Act.
- 3. The Author is obliged to produce the Work until Sept. 15<sup>th</sup> 2017 and present it at latest on Sept. 16<sup>th</sup> 2017 to Acquirer during general run-through. The place for Work delivery will be the Townhall of Casalgrande.
- 4. The Work shall be delivered to the Acquirer through utilization of technical and technological means, which will be, for this purpose, secured by the Acquirer as demanded by and in collaboration with the Author.

#### Article III.

# Payment for production of work

- 1. The Acquirer undertakes to pay the Author the payment for production of Work amounting 1750,— EUR (one thousand seven hundred fifty euros). The Author is not a VAT payer.
- The payment for production of Work will be paid by Acquirer to Author by Nov. 30<sup>th</sup>, 2017 at the latest, using bank transfer to account of the Author as specified in this Contract.

#### Article IV.

## **Concluding provisions**

- 1. This Contract has been prepared in two counterparts of which both the Author and the Acquirer will receive one counterpart.
- 2. Any changes to this Contract can be done only by written amendment to this Contract and with written agreement of both the Author and the Acquirer.
- 3. The Contracting Parties have agreed that their rights and duties are governed by the law of the Italian Republic and that in the event of a dispute between them in connection with the subject of the Contract and/or the provisions of the Contract jurisdiction is exercised by the general courts of the Italian Republic.
- 4. The Contract enters into force and also enters into effect on the day it is signed by the Author and the Acquirer.
- 5. The Contracting Parties proclaim that they have read the Contract, have understood its content and it fully corresponds with their real faith that they showed freely, seriously, certainly and comprehensibly, without mistake, under no time pressure or unilaterally obviously unfavorable terms and conditions, without any mental or physical pressure.

In Casalgrande, Apr. 12 <sup>th</sup> 2017		
Author:		Acquirent .
		Comune di Casalgrande
	(i)	Resp. Settore Vita della Comunita'
Marcin Idźkowski		Comune di Casalgrande Resp.Settore Vita della Comunita' Rina Mareggini
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