Agreement on the Use of a work

(hereinafter referred to as "Agreement")

concluded in accordance with Act No. 185/2015 Coll. on Copyright and Rights Related to Copyright (Copyright Act)

(hereinafter called "Copyright Act")

#### Article I

**Contracting Parties** 

1.1. Ordering Party: Seat:

Slovak Chamber of Dentists Fibichova 14, 821 05 Bratislava

Represented by:

MUDr. Igor Moravčík, President of the SCD

ID No.:

17639646

Tax ID: VAT No:

2021176234 SK2021176234

Account number:

(hereinafter referred to as "the Ordering Party")

1.2. Author:

Dr. Massimo Giovarruscio

)

Date of birth:

Address:

Birth registration number:

ID No .: PASSPORT '

Account number:

(hereinafter referred to as "the Author")

(hereinafter referred to as "Contracting Parties").

#### Article II

Subject of the Agreement

2.1. The Author hereby undertakes to give a lecture for the Ordering Party on the following topic: "The Endodontic Prosthodontic interface. From the canal to the crown. Clinical options for daily practice." for a duration of 3 hours and Hands-on: BlueShaper PRO Zarc instruments. The world's first system to combine two heat treatments in a single file, thanks to Dual Wire® technology for a duration of 3.5 hours (hereinafter referred to as "the Work").

2.2. The Author hereby grants permission to the Ordering Party to use the Work (hereinafter referred to as "License") to a limited extent for educational purposes organized by the Slovak Chamber of Dentists on the day the Work is performed, in accordance with Article 5 of this Agreement.

2.3. For the purposes of this Agreement, the Work shall be a lecture expressed verbally in accordance with Section 3, 19 and 65 of the Copyright Act.

## Article III

Royalty

3.1. The Ordering Party undertakes to pay royalty to the Author in the amount of GBP 3.000,-(Three thousand GBP).

3.2. The amount defined in paragraph 3.1. of this article shall be paid by bank transfer to the Author's account provided in Article 1, paragraph 1.2., within five days after the lecture. If the Author has the status of an Entrepreneur in accordance with Section 6 of Act No. 595/2003 Coll. on Income Tax Act, as amended, or is a taxable person or payer of tax in accordance with Sections 3 and 4 of Act No. 222/2004 Coll. on Value Added Tax, as amended, they are also obligated to submit an invoice fulfilling the requirements of Section 74 of the latter Act.

3.3. The Contracting Parties agree that the Author will cover all costs not previously approved by the Ordering Party and not included in the royalty amount defined in paragraph 3.1. of this article.

### Article IV

Date and Place of Performance

4.1 Slovak Dental Days 2024, lecture - Friday - October, 11, 2024, Hands-on - Saturday October, 12, 2024 9:00 - 12:30, in XBionic Sphere, Samorin - Cilistov.

# Article V

### **Other Agreed Conditions**

5.1. The Ordering Party is not entitled to create any recordings of the Work.

5.2. Liability for the factual and content aspects of the Work is assumed by the Author.

5.3. The Author is obliged to submit an invoice, a document on tax residence, and a copy of their ID to the Ordering Party no later than on the day when the lecture is given.

5.4. If the Author does not submit a document of tax residence in accordance with paragraph 5.3., the Ordering Party will be obliged to withhold tax from the royalty at the rate specified by Act No. 595/2003 Coll. on Income Tax Act, as amended.

5.5 The Ordering Party undertakes to pay verifiable travel reimbursements to the Author according to Act no. 283/2002 Coll. on travel reimbursements, as amended on the basis of the submitted travel report, which forms an annex to the Contract, and the costs associated with accommodation in XBionic, Samorin - Cilistov from 10. 10. 2024 to 12. 10. 2024 (i.e. 2 night/s).

### Article VI

### Termination of the Agreement

- 6.1. The Contracting Parties agree that the Agreement may be terminated at any time by mutual consent. The termination agreement must be in writing and specify the date of termination.
- 6.2 The Ordering Party is entitled to withdraw from the Agreement if the Event is canceled based on its decision or for another reason.
- 6.3 The termination of the Agreement does not affect the validity and effectiveness of Article VII, paragraph 7.1., which continues even after termination.

# Article VII Final Provisions

- 7.1 The Contracting Parties are obliged to ensure adequate protection and confidentiality of all data with which they came into contact during the performance of the Agreement, including personal data, which they are obliged to protect also in accordance with the provisions of Act no. 18/2018 Coll. on the protection of personal data and amending certain laws and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (general data protection regulation).
- 7.2 In matters not expressly regulated by this Agreement, the relevant provisions of the Copyright Act and other generally binding legal regulations shall apply.
- 7.3 The Agreement has been drawn up in two copies with the validity of the original, one of which will be taken over by the Client and one by the Author.
- 7.4 The Contracting Parties shall deliver documents by post to the addresses specified in the header of the Agreement or electronically to the email of the Ordering Party <a href="mailto:vzdelavanie@skzl.sk">vzdelavanie@skzl.sk</a> and the Author <a href="mailto:giovarruscio@me.com">giovarruscio@me.com</a>. Documents delivered by post shall be deemed to have been received on the date of receipt or on the date of refusal by the addressee. If the addressee is not available at the address specified in the title of the Contract or is unknown, the document delivered by post is considered delivered on the day of its return to the sender. Documents delivered electronically are considered delivered on the day of their sending to the addressee's email.
- 7.5 The Contracting Parties declare that they have unanimously understood the provisions of the Agreement in terms of content and scope and express their free and serious will, which they confirm with their handwritten signatures.

Done at Bratislava, on 10 10 Lots

the Ordering Party:

the Au thor.

Secretarial Secret

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