

**The works contract
and a license agreement**

In line with § 631 to 643 Law nr. 40/1964 Col. The Civil Code and § 92 and § 65 Law nr. 185/2015 Col.
The Copyright Act

(hereinafter: Contract)

Contracting parties

Name: Národná banka Slovenska
Seat: Imricha Karvaša 1, 813 25 Bratislava
Represented by:
Identification nr.: 30844789
Tax nr.: 2020815654
VAT nr.: SK2020815654
Bank account: Národná banka Slovenska
IBAN:
(hereinafter: NBS)

and

Name: Dr. Indrani Manna
Address: Mumbai, India
Birthdate:
Passport nr.:
Bank account nr.:
Bank address and BIC:

(hereinafter: Researcher)

Article 1 [Subject of the contract](#)

The Researcher undertakes to create a work of common intellectual activity together with designated NBS employees on a research project „[Macro-Financial Linkages in Slovakia](#)“ (hereinafter Project), and the NBS undertakes to pay the Researcher duly and timely for the work performed the agreed remuneration pursuant to the Article 3 of this Contract and provide with the allowances stipulated in the Article 5 of this Contract.

The Researcher will work on the work within Project detailed in Annex 1 of this Contract together with the co-authors designated by the NBS.

Article 2 [Delivery date](#)

The Researcher undertakes to deliver the first output of the Project, including a short report and a presentation of the result, approved by the NBS, in electronic form by [September 30, 2020](#). The first output is considered a presentation of the Project solution by the Researcher to the NBS.

The Researcher undertakes to deliver the final output of the Project in the form of an NBS Working Paper in English. A properly completed Project is a Working paper recommended for publication by two independent reviewers. Unless unforeseen circumstances occur, the Project is expected to be completed within one year after the submission of the first output, otherwise at the time specified by the NBS. The Researcher will share with the NBS copies of all data used in the Project, program codes and algorithms necessary to reproduce the results.

Article 3 [Remuneration and payment terms](#)

The Researcher and the NBS have agreed that the Researcher shall be entitled to a remuneration of EUR 7 000 (in words: [seven thousand](#) EUR). The NBS shall pay the agreed amount to the Researcher's bank account. The NBS shall be responsible for all transfer fees. The Researcher shall be responsible for any income taxes in accordance with the laws of the Slovak Republic and in compliance with the Agreement between the Government of India and the Government of the Czechoslovak Socialist Republic for the avoidance of double taxation 77/1987 Col.

The Researcher shall be entitled to partial payments:

- 33.3 % within 30 days of a start of Researcher's visit in Bratislava
- 33.3 % within 30 days after submission of the first output of the Project according to Art. 2
- 33.4 % within 30 days after delivering the final output of the Project according to Art. 2.

In case a physical visit to the NBS headquarters in Bratislava is not possible, e.g. due to measures taken in response to COVID-19 pandemic, the partial payments shall be:

- 33.3 % after presenting a model and data
- 33.3 % within 30 days after submission of the first output of the Project according to Art. 2
- 33.4 % within 30 days after delivering the final output of the Project according to Art. 2.

Article 4 **Researcher's obligations**

The Researcher undertakes to perform and deliver the Project without legal defects.

The Researcher is entitled to propose changes to the Project solution and is obliged to inform the NBS in writing about progress. If the Project proves to be unfeasible, the Researcher shall propose an alternative research project.

The Researcher undertakes to maintain the confidentiality of the contents of materials received from the NBS marked as confidential. Such materials shall be used exclusively for the Project,

Article 5 **NBS' obligations**

The NBS undertakes to provide the Researcher with accommodation close to its registered office for a maximum period of research visit of three months, or during the period necessary for frequent personal consultations with co-authors working on the Project.

The NBS undertakes to arrange for the Researcher an economy-class transport from an airport close to her residence and/or to the NBS headquarters and back, even repeatedly, if necessary for personal consultations with NBS co-authors.

The NBS undertakes to provide the Researcher with adequate office space at its registered offices and lunches of the same quality as it provides to its employees during the duration of the research visit.

The NBS undertakes to provide the Researcher with the use of publicly available data and with other necessary data that may be disclosed by the NBS.

Article 6 **Special provisions on the license**

The contracting parties agree that property rights within the meaning of Art. 19 of the Copyright Act and personality rights to the work, including rights within the meaning of Art. 90 (6) of the Copyright Act shall be executed by the NBS unless otherwise stipulated in this contract.

The NBS hereby grants the Researcher, free of charge, the use of the Project solution to the following extent: to make copies of the final Project output, or its part, and use it for academic purposes, pedagogical and publishing activities (hereinafter referred to as "license"), including publishing in a journal or other working paper series for those purposes, with no territorial or material restrictions.

The Researcher shall not be entitled to transfer this license to a third party.

Article 7 **Validity and effectiveness of the Contract**

This Contract (including any amendments thereto) is one of the compulsory published contracts under Section 5a of the Freedom of Information Act (Act No. 211/2000 Coll.) in conjunction with the provisions of Section 47a of the Civil Code (Act No. 40/1964 Coll). This Contract shall become valid from the date of its signature by the authorized representatives of both Parties; if the authorized representatives of both Parties do not sign this Contract on the same day, the date of later signature is decisive. This Contract shall become effective on the day following the date of its publication on the NBS' website [Section 47a par. 1 of the Civil Code in conjunction with § 5a par. 1, 6 and 9 of the Act on Free Access to Information].

Article 8 **Final provisions**

Any changes to this Contract shall be made in written form.

The Contract is concluded according to the legal order of the Slovak Republic, whereas the rights, obligations and relations of the parties not regulated in this Contract shall be governed by the relevant provisions of the Civil Code and the Act. nr. 185/2015 Coll. Copyright Act and other generally binding legal regulations.

The Contracting Parties undertake to notify the other Contracting Party in writing of any changes in the legal situation which could affect the fulfilment of the terms of this Contract no later than 30 days before the envisaged change.

When processing personal data provided by the Researcher for the purposes of the performance of this Contract, the NBS shall proceed in accordance with Act No. 18/2018 Coll. on the protection of personal data and regulations of the European Parliament and Council (EU) no. 2016/679 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. Information on the terms and conditions of the processing of personal data of the data subjects is published on the NBS' website: <https://www.nbs.sk/sk/ochrana-osobnych-udajov>.

This Contract is executed in five (5) copies, of which the NBS receives three (3) copies and the Researcher receives two (2) copies.

The parties (each for themselves) declare that they are entitled to enter into this Contract and that they have thoroughly read and understood this Contract, agree to it, undertake to comply with the provisions of this Contract, that this Contract is certain, understandable and in accordance with their free will, have signed this Contract by hand through their authorized representatives.

On behalf of the NBS:

On behalf of the Researcher:

In Bratislava, on *April 29, 2020*.....

In *Mumbai*...., on *April 29, 2020*.....

Annex 1 - Research Proposal