

Národná banka Slovenska

**Terms and conditions
of the public competition for the design
of a €25 silver collector coin marking
Earth Day**

Bratislava, July 2024

**Terms and conditions
of the public competition for the design of a €25 silver collector coin
marking Earth Day**

1. Národná banka Slovenska (hereinafter referred to as “National Bank of Slovakia”) hereby announces a public competition for the design of a €25 silver collector coin marking Earth Day.
2. The competition is governed by the Civil Code provisions concerning public competitions (Sections 847 to 849).
3. The aim of the competition is to obtain a high-quality artistic design compliant with the stipulated requirements for the obverse and reverse of the collector euro coin (hereinafter the ‘euro coin’).

Requirements for the design:

4. Participation in the competition requires the submission of a 2D design for the obverse of the euro coin and another for the reverse of the euro coin, each fitting within a circle (but not necessarily circular). Where a design includes the curvature of the coin, a sketch of the spatial curvature must also be provided. The preferred file formats for submission are .pdf, .jpg, .jpeg, .tif, .tiff, .bmp, and .png in high resolution.

Each design (file name) must contain a competition password expressed verbally and/or numerically, chosen by the author himself. The author's name, initials, or pseudonym must not be mentioned on the design itself.

Designers may attach to their design a description of the work, including details of their conceptual intention.

5. The obverse must include the following elements, appropriately positioned:
 - The Slovak coat of arms as depicted in Annex 1 of Act No 63/1993 on state symbols of the Slovak Republic and their use, as amended. The design of the coat of arms is included in Annex 2 to these terms and conditions. The coat of arms need not be the dominant element on the obverse.
 - The country name ‘SLOVENSKO’.
 - The year ‘2025’.
 - Motifs associated with Earth Day.
6. The reverse must include the following elements:
 - The words ‘DEŇ ZEME’ in a straight or curved line.
 - Motifs associated with Earth Day.
7. The following requirements must also be met:
 - The euro coin’s denomination and currency ‘25 EURO’ must be inscribed on either the obverse or the reverse.
 - The artistic design of the obverse, including the type and placement of the lettering, should form an artistically harmonious and balanced whole with the reverse design. Designers may incorporate upper-case, lower-case, block or cursive lettering but must

comply with grammatical rules for the use of upper-case and lower-case letters. If a designer does not use upper-case block letters for the euro coin's denomination, the first letter of 'euro' must be in lowercase.

8. **The shape of the euro coin's design may be circular or atypical (e.g. polygonal), and the coin field may be differently spatially curved. The design may include a hole. The design must include one or more specific elements, such as partial colouring, partial phosphorescent colouring, a latent image, micro text, a hologram, enamelling, selective gilding, high relief, use of a non-metal element (e.g. Swarovski crystal, amber). If the euro coin has a non-circular shape, that is also considered to be a specific element.**
9. The designer must not incorporate any inscriptions, slogans, symbols, logos, or other visual elements associated with a political party, political movement, or political ideology into the design. The design must not contain any direct or indirect reference to a political campaign, political party representatives or political activities related to current political events.
10. The competition organiser recommends that designers mark on the obverse or reverse the place for the initials of the designer's first name and last name with an empty square approximately 5x5 mm in size and that they mark the place for the mint mark with an empty circle approximately 5 mm in diameter.
11. When preparing their designs, designers must consider that the designs will be judged by a committee on the sole criterion of the design's subjective artistic quality. The euro coin will be minted from silver weighing 2 oz. (62.2 g) The shape of the design should fit within a circle with a diameter of 50 mm; the euro coin will be of proof quality, where a high gloss finish is applied even in small areas to contrast with the matte relief. Text (including diacritics) and the relief must be a sufficient distance from the rim. The text must be at least 1 mm from the rim.
12. Failure to comply with these terms and conditions, including any incorrect depiction of the Slovak coat of arms, may be grounds for disqualification from the competition.

Requirements for the designer

13. **Designers may submit only a design for which they have exclusive copyright and which has not previously been used on a coin or other metal product. If their design includes the copyrighted work of another person, they must submit together with the design the written consent of the copyright holder authorising the use of that work in the competition entry.**
14. The competition is open only to designers who can prove their current or previous cooperation with one or more mints. i.e. who are or have been in employment with, or had a similar employment or business relationship with, one or more mints, with their work there involving the artistic preparation or engraving of coins or medals or they have had at least one of their designs realised as a coin. Designers shall prove that the conditions under this point have been met by declaration according to Annex 1. The competition organiser reserves the right to request documents confirming this declaration. Designers shall substantiate the realisation of their past design by

attaching their portfolio or the realised coin as a separate file or by providing a link to the portfolio or realised coin.

Designers may enter up to three designs in the competition. The motif on one design should not be repeated on another.

A close person to a member of the committee under Section 116 of the Act No. 40/1964 Coll. Civil Code as amended, or an employee of the National Bank of Slovakia is not eligible to participate in the competition as a designer.

Under Section 116 of the Act No. 40/1964 Coll., Civil Code as amended a close person is a relative in the direct line, sibling and spouse; other persons in a family or similar relationship are considered to be persons close to each other, if the harm experienced by one of them is reasonably felt by the other as their own harm.

15. Competition entries must be submitted electronically no later than midnight Central European Time on 19.08.2024 to the address: priprava.minci@nbs.sk.

Designs submitted after this date will not be included in the competition.

16. The committee established for this purpose will judge the competition entries within 15 working days from the closing date; they will recommend to the Bank Board of National Bank of Slovakia which designs should be awarded prizes and which design should be used for the euro coin.

After the designs have been anonymised, the committee will judge them on the sole (100%) criterion of artistic quality, which encompasses originality, creativity, and the use of specific elements, according to point 8 of these terms and conditions.

The committee will judge the criterion based on the knowledge and experience of its members. According to its evaluation, the committee will determine the first, second, and third best designs. Its evaluation may be considered both professional and subjective. This method of evaluating artistic designs is generally standard, and the designers indicate their agreement with it by participating in the competition.

The competition entries shall be judged by a majority vote of the committee's members. The design judged most suitable to be used for the euro coin will be the design awarded first place in the competition (the winning design). The committee shall rank the designs according to their fulfilment of the criterion set out in this paragraph.

Committee members:

Assoc. Prof. Rastislav Trizma, Academy of Fine Arts and Design in Bratislava (Department of Sculpture, Object, Installation);

Assoc. Prof. Gabriela Gáspárová - Illéšová, Faculty of Architecture and Design STU in Bratislava (Department of Art and Multimedia);

prof. Stanislav Stankoci, Academy of Fine Arts and Design in Bratislava (Department of Visual Communication);

Ing. Andrej Slížik, Director of the Cash Management Department;

JUDr. Marián Kmet', Head of the Currency Preparation and Analysis Section;

17. For inquiries about this competition, please contact us at the following email address: priprava.minci@nbs.sk.
18. The prizes for the best designs are set as follows:
First prize: €5,000
Second prize: €4,000
Third prize: €3,000

The committee may also recommend prizes for other designs, up to a maximum total amount of €8,000. It may propose not awarding any prizes or distributing the prize money differently.

19. The final decision on the awarding of prizes and on which design is to be used for the euro coin will be taken by the Bank Board of National Bank of Slovakia after discussing the competition results and the committee's recommendations. The Bank Board of the National Bank of Slovakia can change the order recommended by the committee and choose another winning design.
20. Národná banka Slovenska reserves the right to end the competition without selecting a design for the euro coin and even without stating a reason. National Bank of Slovakia reserves the right not to award any prize if the designs do not meet the requirements of the competition organiser; in that case, the competition entrants will not be entitled to any compensation.
21. The National Bank of Slovakia will pay out the prizes within 30 days of the decision of the Bank Board of the National Bank of Slovakia.
22. A designer whose competition entry is to be used for the euro coin (obverse and reverse) will, on the basis of a signed licence agreement, be paid remuneration for granting consent to the use of the work in any of the ways defined in Section 19(4) of the Copyright Act (Act No 185/2015, as amended), especially for the preparation of the production and minting of the euro coin at the mint, for the issuance and sale of the euro coin, for use of the work or its reproduction for promotional, collector or publication purposes – including the right to make copies of the work for exhibition purposes and the right to authorise use of the work by bodies and institutions of the European Union and other third parties in the scope defined by the granted licence – and for artistic cooperation in the realisation of the euro coin; the amount of such remuneration will be €2,500 for the euro coin's first issuing volume of up to 25,000 coins and €2,500 for each additional issuing volume of up to 25,000 coins. The draft licence agreement, which, by virtue of entering the competition, the designer of the winning design undertakes to sign, is included in Annex 3.

If the competition organiser decides to use a combination of obverse and reverse by two different designers, the designers must agree to combine their works, and each will receive half of the specified amount.

If the competition organiser requests modification of the design selected for the euro coin, the designer will make the modification free of charge (in cooperation with the

mint if necessary) within one week of receiving the request. If the designer is unable for any reason to carry out or complete the modification within the set period, the National Bank of Slovakia is entitled to use instead for the euro coin the design that was ranked next highest in the public competition. The designer of the design used for the euro coin will be paid remuneration in accordance with this point of these terms and conditions.

23. The copyright of prize-winning entries remains intact and unaffected by these terms and conditions.
24. By entering the competition, all designers agree that the competition organiser may document the designs entered and may use the design documentation for any purpose.
25. Competition entries that do not become property of the National Bank of Slovakia will be returned to the designers only if the designers included a request for their return when they submitted the designs. Designs whose return is not requested by their designers may be deleted by the National Bank of Slovakia.
26. The activities of the committee in assessing and evaluating the entries shall be recorded in writing in the form of minutes. The tenderer may request in writing to the awarding authority a copy of the committee minutes in electronic form.
27. These terms and conditions of the public competition are written in Slovak and English. In the event of any discrepancies, the Slovak version will take precedence.

Schedule

The date of the announcement of the competition	17.07.2024
Submission of designs	19.08.2024
Assessment of designs by committee	From 20.08.2024 till 10.09.2024 (within 15 working days of submission deadline)
Estimated period for evaluating the submitted designs	From 11.09.2024 till 11.10.2024 (one month after the assessment of designs by the committee)
Estimated period for deciding on the selection of the best designs	Within 20 working days after evaluating the submitted designs
Estimated period payment of prizes and rewards	Within 30 days of deciding on the selection of the best designs

Attachments:

Annex 1 – Declaration

Annex 2 – the national emblem of the Slovak Republic

Annex 3 – Draft of the license agreement



**DECLARATION
of competition participant**

Name of competition	Design of a €25 silver collector coin marking Earth Day
Competition organiser:	National Bank of Slovakia having its registered office at Imricha Karvaša 1, 813 25 Bratislava, Slovakia
Undersigned:	
Company name: <i>(ALT first name and last name)</i>	.....
Registered office/place of business <i>(ALT address of permanent residence)</i>	.....
Legal form: <i>(ALT nationality)</i>	.....
Identification number of company: <i>(ALT identification number of natural person)</i>	.....
Tax identification number: <i>(ALT date of birth)</i>	.....
Bank account number	.....
Telephone number	.....
Email	.....

Note - cross out what is not appropriate

As a participant in the competition in question, I hereby declare,

- 1.** I have read and understood the terms and conditions of the competition, which is organized by the National Bank of Slovakia. I accept these terms and have prepared and submitted my design in compliance with them. All the information provided in this declaration is accurate.
- 2.** I am not a close person according to Section 116 of the Civil Code in relation to a member of the committee (as stipulated in Section 116 of the Act No. 40/1964 Coll., Civil Code as amended a close person is a relative in the direct line, sibling and spouse; other persons in a family or similar relationship are considered to be persons close to each other, if the harm experienced by one of them is reasonably felt by the other as their own harm);
- 3.** I am submitting a work to the competition that has not been realized in the same form in the past on a coin or other metal product;
- 4.** I am the designer of the work or works that make up the competition proposal; therefore, I hold all exclusive rights to the work and have the authority to consent to its use in the competition as required by the competition organiser.
- 5.** I am aware that the competition is open only to designers who can prove their current or previous cooperation with one or more mints. i.e. who are or have been in employment with, or had a similar

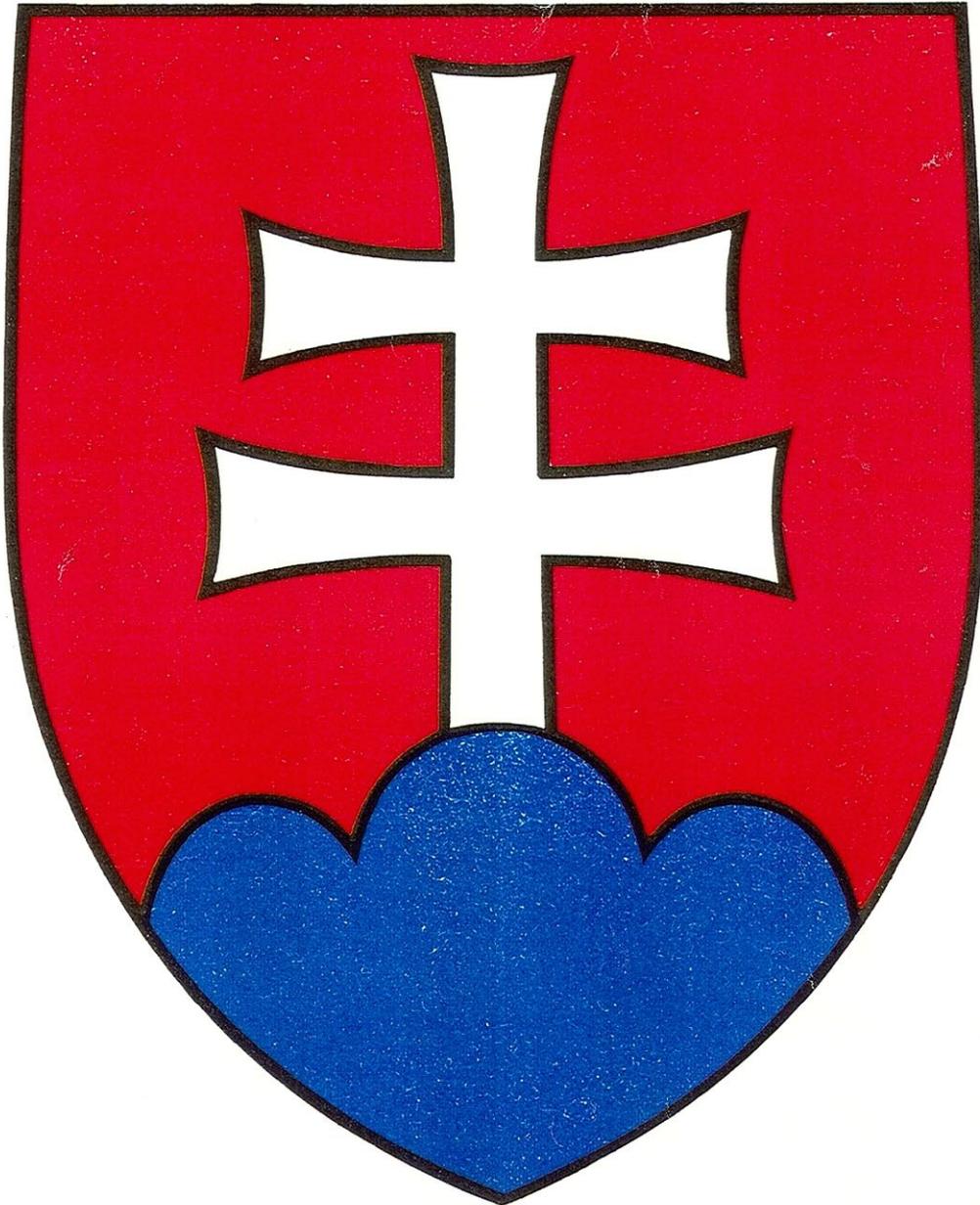
employment or business relationship with, one or more mints, with their work there involving the artistic preparation or engraving of coins or medals or they have had at least one of their designs realised as a coin; I am capable of providing verification of compliance with the specified requirements, should the competition organiser request it.

I hereby submit this declaration for the purpose of participating in this competition.

[fill PLACE] [fill DATE]

.....
[full name and signature]

The national emblem of the Slovak Republic



Licence Agreement

concluded under Sections 65 to 75 of Act No 185/2015 – the Copyright Act,
as amended ('Copyright Act')

Article 1 Parties

A/ Designer:	..... ..... ..... ..... ('Designer') Not registered for VAT
B/ Licensee:	Národná banka Slovenska Imricha Karvaša 1, 813 25 Bratislava
Bank account details:	
Bank name:	.....
IBAN:	.....
Company registration number (IČO):	30844789
Tax identification number (DIČ):	2020815654
VAT identification number (IČ DPH):	SK2020815654
Represented by:	..... ..... ('Licensee')

Article 2 Subject matter of the Agreement

2.1.

Based on the agreement of the parties, the Designer hereby grants the Licensee an exclusive licence for use of the Designer's work, an artistic design for a €25 silver collector coin marking Earth Day (hereinafter 'the Work'). This licence includes consent for the Licensee to use the Work in any of the ways defined in Section 19(4) of the Copyright Act, especially for the preparation of the production and minting of the Coin at the mint, and for the issuance and sale of the Coin, for promotional, collector and publication purposes – including the right to make copies of the Work for exhibition purposes and the right to authorise use of the Work by bodies and institutions of the European Union and other third parties in the scope defined by the granted licence. The Designer grants the Licensee a licence to use the Work without any territorial restrictions for the duration of the property rights in the Work conferred by the Copyright Act. The Designer grants the Licensee consent for the first publication of the Work.

2.2.

The Designer undertakes to cooperate in preparing the Coin for production in accordance with the Licensee's terms and conditions set out in Annex 1, which forms an integral part of this Agreement.

2.3.

The Designer undertakes to submit a plaster model of both the obverse and reverse of the Coin, each shaped as a circle with an outer diameter of 280 mm and a thickness of 25 mm, within four weeks from being invited to do so by the Licensee.

Article 3 Designer's remuneration

3.1.

The Designer's remuneration for granting the licence, for consenting to the use of the Work in the form of the production and minting of the Coin per issuing volume of 25,000 coins or less and to other agreed use without quantitative limitation, to the extent and under the conditions set out in this Agreement, and for cooperating in the production of the Coin shall be €2,500 (two thousand five hundred euro). For the avoidance of doubt, the Licensee has permission from the Designer to use the Work in the form of production and minting of an unlimited number of the Coin, whereby the Designer's remuneration is of €2,500 for every 25,000 minted coins.

3.2.

The Designer's remuneration after the deduction of any tax liabilities shall be paid to Designer through the company AUVICO, spol. s r. o., whose company registration number is 48 000 426 and which has its registered office at Šintavská 26, 851 05 Bratislava-Petržalka. The Designer's entitlement to the remuneration is conditional upon approval of serial minting of the Coin by the Licensee on the basis of a contract between the Licensee and the mint. The remuneration shall be paid to the Designer within 30 days from approval of serial minting of the Coin.

3.3.

The Licensee undertakes to deliver to the Designer one piece of the Coin in proof quality within 30 days from the issuance date.

3.4

If the Designer's artistic design is not realised in the form of the Coin, the Designer shall not be entitled to any remuneration under this Agreement. This is without prejudice to the prize awarded to the Designer in the public competition.

Article 4. Common and final provisions

4.1.

The Designer declares that they own the copyright to the Work to which this Agreement relates, that they are entitled to dispose of it and that no other person has any rights in the Work that would be in conflict with the rights referred to in this Agreement. The Designer bears full liability for any intentional or unintentional breach of the copyright of third parties in any work which was used in the creation of the Work under Article 2(1) of this Agreement without that use being notified to the Licensee when the Work was entered in the public competition whose closing date was; for this purpose, the Designer acknowledges full liability for any damage that the Licensee or third parties incur as a result of a breach of copyright.

4.2.

Any rights and obligations of the Parties not expressly defined in this Agreement are governed by the Licensee's Terms and Conditions (Annex 1) as an integral part of this agreement, the Copyright Act, and Act No 40/1964 – the Civil Code, as amended ('the Civil Code'). The parties undertake that in the event of any dispute arising between them in relation to this Agreement, they shall seek to resolve it firstly by negotiation and

agreement. If the parties cannot reach an agreement, any resulting litigation shall be referred to a court having territorial or substantive jurisdiction in the territory of the Slovak Republic.

4.3.

Processing of the Designer's personal data by the Licensee is necessary for the performance of this Agreement. The Licensee's website provides detailed information on the processing of personal data by the Licensee in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (the General Data Protection Regulation) (OJ L 119, 4.5.2016) and Act No 18/2018 on the protection of personal data (and amending certain laws), as amended.

4.4.

This Agreement is subject to the duty of mandatory publication under Section 5a of Act No 211/2000 on free access to information (and amending certain laws), as amended (the Freedom of Information Act), in conjunction with the provisions of Section 47a of the Civil Code. The Designer grants Národná banka Slovenska permission to publish this Agreement (excluding their personal data) for the duration of Národná banka Slovenska's obligations under Section 5a(1), (6) and (9) and under Section 5b of the Freedom of Information Act.

4.5.

This Agreement is concluded for an indefinite period. This Agreement is valid and binding for the Parties from the date of its signature by the authorised representatives of both Parties; if the authorised representatives of both Parties do not sign it on the same day, this Agreement is deemed valid as of the date of the later signature. This Agreement takes effect on the day following the date of its publication on the Licensee's website (Section 47a(1) of the Civil Code in conjunction with Section 5a(1), (6) and (9) of the Freedom of Information Act).

4.6.

Any amendments to this Agreement are valid only if made in writing and mutually approved by both Parties.

4.7.

The Agreement is drawn up in three original copies, of which one is retained by the Designer and two by the Licensee.

4.8.

Each party hereby declares that it has full legal capacity, that its freedom to conclude a contract is in no way restricted, and that this Agreement has not been concluded under duress or under terms clearly disadvantageous or unsatisfactory for either Party. Each party hereby declares that it has thoroughly familiarised itself with, and understood the contents, of this Agreement and that it undertakes to perform this Agreement voluntarily, and that, as evidenced by the signatures below, this Agreement is precise, clear, and an expression of its free and solemn will.

Licensee

Designer

.....

.....

**Terms and conditions
of the Licensee for production of the Work – the design of a €25 silver collector
euro coin marking Earth Day**

1.

The Designer undertakes not to authorise any use or distribution of the Work identified in Article 2(1) of the Agreement by any third party. The Designer undertakes not to use any motif from the Work used in the production of the Coin in the same form in any other work.

2.

The Designer shall cooperate with the Licensee and the mint in the preparation of the Coin's production. The Designer shall make timely modifications to the work according to their requirements. Should the changes be enacted directly by the mint in accordance with the Licensee's instructions, the Designer reserves the right to present objections and take a firm position on the changes implemented. The Designer's explicit consent is not required for changes made by the mint based on the Licensee's requirements.

3.

If the approval of the euro coin happens at the mint, the Designer will participate at his own expense. The Designer shall confirm for the Licensee in writing the Designer's approval of the trial strikes of the Coin.

4.

The Licensee reserves the right to withdraw from the Agreement if the Designer refuses or is unable, in a timely manner, to make or complete the required modifications to the Work for the production of the Coin, or refuses to take part in the approval of the trial strikes of the Coin. If the Designer refuses to make required modifications, the Licensee may have the Work modified by another artist or order the use of another work. If, through no fault of their own, the Designer is unable, in a timely manner, to make or complete the required modifications to the Work, the Licensee may have the Work modified by another artist with the Designer's written consent; the Designer has the right to review and comment on such modifications and on the artist chosen to make them.

5.

The Designer grants consent for the publication of the Work in the Licensee's notification of the issuance of the Coin.