Číslo : Z / 462 / B / 2013



Agreement on Cooperation in cultural event organizing and licence

concluded pursuant to § 269, section 2 of Act no. 513/1991 Coll., the Commercial Code, as amended (hereinafter referred to as the "Contract"), by and between:

## Organizer:

Seat: Legal form: Represented by:

Business ID No: Tax ID No: VAT ID No: Bank connection / Account No: IBAN: SWIFT: Bank Address: (hereinafter **" Organizer ")** 

# Slovenské národné divadlo

Pribinova 17, 819 01 Bratislava, Slovenská republika state – sponsored organization Mgr. art. Marián Chudovský, General Director of the SNT Mgr.art. Jozef Dolinský, Director of the SNT Ballet 00 164 763 2020829954 SK 2020829954

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Guest ensemble, represented by:	The Embassy of the Republic of Korea
Seat:	Dunajská 4, 811 08 Bratislava
Legal form:	
Represented by:	Mrs. Soon Dong KIM, Counsellor
Business ID No:	
IČO:	36076783
DIČ:	2022048028
Bank connection / Account No:	
IBAN:	
SWIFT:	
Bank address:	
(hereinafter "Guest ensemble")	

## **1** Subject Matter of the Agreement

1.1 Subject matter of the Agreement is to regulate the conditions of the co-operation in cultural event organizing – Son Kyung-soon Yeajeon Dance Company which shall be held on October 1<sup>st</sup> 2013 in Bratislava (hereinafter "Event"):

Name of Event:	Son Kyung-soon Yeajeon Dance Company
Date of Event:	October 1 <sup>st</sup> 2013
Time of Event:	18.30
Venue:	New Building of Slovak National Theatre, Drama Hall



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### **Duration:**

First part: 33 minutes Intermission: 35 minutes Second part: 46 minutes Total: 114 minutes

- 1.2 Programme of the event is specified in Appendix No. 1.
- 1.3 For the purpose of the successful realization of the event the Parties undertake to provide with the fulfilments specified in Art. 2 of this Agreement.

#### 2 Conditions of the cooperation

- 2.1 SNT as the organizer of the event shall ensure the necessary premises in Drama Hall (New building of Slovak National Theatre) for the event realization (including the rehearsals) together with the necessary technical assistance and organizational advisory service (lighting, sound, technical and auxiliary staff), the stage design, production of the event and the tickets sale.
- 2.2 SNT as the organizer of the event moreover undertakes to fulfil the notification duty under the Act No. 96/1991 Coll. on Public Cultural events as well as to fulfil the obligations regarding the author crafts use in the event under the Act No. 618/2003 Coll. on Author's Right and rights related to Author's right as well as the notification duty.
- 2.3 Guest ensemble shall ensure the attendance of the artists/performers in the event and shall defray all the expenses associated with their attendance in the event, in particular remuneration of the artists/performers, travel expenses of the orchestra members, transport costs of music instruments and the music sheets from Korea to Bratislava and back as well as the accommodation costs of the artists/performers/technical staff during their stay in Slovakia.
- 2.4 Date of the arrival of the technical staff to Bratislava is **30 September 2013** and their departure from Bratislava is **3 October 2013**. Building of the set shall be held in Drama Hall (New building of SNT) on **1<sup>st</sup> October 2013 from 8.00 to 14.00**.
- 2.5 Date of the arrival of the artists/performers to Bratislava is **30 September 2013** and their departure from Bratislava is **3** October 2013. The rehearsal shall be held in Drama Hall (New building of SNT) on 1<sup>st</sup> October 2013 from 14.00 to 16.00 and performance from 18.30 to 22.00 intermission included.

Guest ensemble shall ensure and bring the sheet music to the event.

- 2.7 Guest ensemble bears responsibility for the settlement of all the appropriate licenses, copyrights as well as the rights related to copyright, connected to the realization of the performance according to Art. 1 hereof.
- 2.8 The Organizer shall be authorised to make an audiovisual or / and audio recording of the Event and / or photos of the Event for promotional and archive purposes. The Organizer shall have the right to exploit the recordings of the Event and the photos for the advertising purposes, as well as the right to use the excerpts of these recordings (maximum five minutes in length) and / or the photos without any restriction as to territory, method, or time, for promotion, marketing and advertisement purposes, including television and radio spots, other broadcastings for promotion both in the television and the radio, banners and other internet ads, promotion DVDs, to transmit these in any manner to the audience and to authorize third persons to do so.
- 2.9 The Parties will keep each other informed on all the circumstances which could affect the realization of the event without any delay.
- 2.10 Guest ensemble shall commits to purchase 637 tickets in the total amount 5774 Eur.



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## 3 Terms of payments

- 3.1 Each Party shall bear the costs for the fulfilments ensured under this Agreement.
- 3.2 The Parties declare that the Guest Ensemble shall ensure the fulfilments under this Agreement without any claim on profit and as a part of its activity focused on the presentation and promotion of the Korean culture in Slovakia.
- 3.3 All of the admission fees incomes belong exclusively to the SNT.
- 3.4 Guest ensemble undertakes to pay the price for the tickets stated in Art. 2 par. 2.10 following the invoice issued by the Organizer and delivered to Guest ensemble within 15 days from its issue.

### 4 Final Provisions

- 4.1 This Agreement is regulated by the law of the Slovak Republic. Legal facts not regulated by this Agreement shall be governed by the provisions of the Civil Code or other generally binding legal regulations in force in the Slovak Republic.
- 4.2 This Agreement may be modified by the written agreement of both parties.
- 4.3 In case of any change of generally binding regulations, the Parties undertake that the relevant provisions of this Agreement shall be brought into compliance. Other provisions will remain in force.
- 4.4 This Agreement shall enter into force on the day of signing by both Parties and become effective on the day following the day of its publishing under the specific legal act.
- 4.5 This Agreement is made in four (4) counterparts iin the Slovak language and four (4) in the English language, out of which two in English and two in Slovak is for Guest ensemble and the rest is for the SNT. In case of any dispute between the Parties the Slovak version shall be authoritative.

V Bratislave:....

In Bratislava.....

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Mgr. art. Marián Chudovský

General Director of the SNT

Mrs. Soon Dong KIM, Counsellor

The Embassy of the Republic of Korea

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Mgr. art. Jozef Dolinský

Director of the SNT Ballet