

LICENSE AGREEMENT

Acquirer:

residence:
represented by:
legal form:
Organizational ID:
bank connection:
(hereinafter only "DU") on one side

Theatre institute in Bratislava (Divadelný ústav v Bratislave)

Jakubovo námestie 12, 813 57 Bratislava
Mgr. art. Vladislava Fekete, ArtD., director
contributory organization MK SR
164691
7000071011/8180

and

Author:

day of birthday
permanent residence:
bank connection:
IBAN
SWIFT:
e-mail:

Marek Kędzierski

(hereinafter only "author") on the other side

conclude

according to provisions of § 40 and others of Act no. 618/2003 Coll. on copyright and rights relating to copyright, as amended (hereinafter only "Copyright Law") this agreement on the conference of license to the usage of a piece of work:

art. I.

Subject and purpose of the agreement

The subject of the agreement is the conference of license to usage of the author's piece of work - **SAMUEL BECKETT PO LATACH** (*Samuel Beckett po rokoch*) a **IT WAS LIKE A SORT OF FLASH, BLINDING FLASH** (Nemal čas byť guru - Rozhovor s Barbarou Brayovou) – remade for the publication **Samuel Beckett: Hry** (second edition)
(hereinafter only "work")

art. II.

Means of using the work and scope of the license

1. The author confers to DU the license to the usage of the work in the following manner:
 - a) producing copies of the work in printed or photographic form and their public distribution,
 - b) public distribution of the work's copies by sale or another form of transfer of the ownership right,
 - c) public distribution of the work's copy by lease or borrowing,
 - d) public display of the work,
 - e) public performance of the work (presentation of the publication),
 - f) making the work accessible in electronic form

2. The author confers to DU the exclusive license in the following scope:

- a) subject: print run max. 500 number of copies
- b) territory: without limitation
- c) time: without limitation

art. III.

Author's compensation

1. DU obliges to pay the author for the usage of the conferred license for the given purpose, by the means and in the scope according to art. II. of this agreement the author's compensation in the amount of: 168 € (one hundred sixty-eight euro).
2. The compensation is due no later than 30 days after the publishing of the work by a transfer of funds into the author's account stated in the heading.
3. By the payment of the author's compensation according to the preceding paragraphs of this article, all author's claims for the usage of the work according to this agreement are settled.

art. IV.

Rights and responsibilities of the contractual parties

A. DU

A/A DU is allowed to:

1. decide on the format, kind of paper, print technique and graphic producing necessities,
2. merge the work with other authors' works,
3. use the work at its promotion without the author's claim of compensation,
4. confer to a third party the consent with using the work in the scope of the conferred license.
By signing this agreement, the author also confers to DU the consent with the transfer of the conferred license by the means and in the scope set forth in this agreement. DU is obliged to inform the author about the transfer of the license and the transferee without unnecessary delay, no later than 30 days after this fact.

A/B DU obliges to:

1. use the work only for the purpose, by the means and in the scope set forth by this agreement,
2. secure, according to the means of using the work, the adherence to copyright, mainly the right to label the work and the right to its inviolability,
3. deliver to the author, without charge, the author's prints in the amount of 3 pc no later than 30 days.

B. Author

B/A

1. The author has the right to the securing of his copyright (author's rights) to the work, mainly upholding the right to the work's inviolability, as well as the right to author's labeling (heading).
2. The author has the right to stating the reservation of copyrights as follows:

© Marek Kędzierski.

B/B The author obliges to:

1. provide to DU the necessary cooperation with realization of the work,
2. during the license period, not to confer his consent to a third party of using the work by the means set forth by this agreement, and not to use the work himself by these means,
3. guarantee to DU that all rights conferred by this license agreement belong to him without limitations and that he is liable for damages resulting from the inaccuracy of this claim.
4. fulfill his tax liabilities in his country according to the valid income tax act.

art. V.

Termination of the agreement

Any one of the parties is allowed to terminate the agreement in the case of not fulfilling an obligation resulting from the contents of this agreement with a notice period of three months starting with the delivery of the written termination notice to the other contractual party.

art. VI.

Final provisions

1. Any amendments and supplements to this agreement must be in written form and must be signed by both contractual parties.
2. All other rights and responsibilities resulting from this agreement relation are governed by the provisions of the Copyright Act or the Civil Code of the Slovak Republic.
3. Rights and responsibilities according to this agreement are transferred onto the successors of both contractual parties.
4. All disputes occurring in relation to this agreement, as the contractual parties oblige, will be resolved, above all, by a mutual agreement.
5. The contractual parties declare that the agreement was not concluded in distress under notably disadvantageous conditions, that they have understood its individual provisions and these are the expression of their true, serious and free will, and they oblige to willingly fulfill them, which they acknowledge by their authentic signatures.
6. The agreement comes into force on the day of its signing.

In Bratislava on

In

on

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DU

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author