

**CONTRACT**  
**on the production of work and conferring a license to its usage**

**Acquirer:** **Theatre institute in Bratislava (Divadelný ústav v Bratislave)**

residence: Jakubovo námestie 12, 813 57 Bratislava

represented by:

legal form:

Organizational ID: 164691

bank connection:

(hereinafter only "DU") on one side

and

**Author:** **Victor Scoradet**

day of birthday

.....

permanent residence:

bank connection:

IBAN

SWIFT:

...

e-mail / Tel.:

(hereinafter only "author") on the other side

conclude

according to the provisions of act no. 618/2003 Coll. on copyright and rights relating to copyright, as amended (hereinafter only "Copyright Law") this contract on the production of the work and conferring a license to its usage:

**art. I.**

**Subject of the contract**

The subject of the contract is the production of a literary piece of work:

**Introduction - Dea Loher in the publication Dea Loher: Play (Dea Loher: Hry)**

(hereinafter only "work")

and the conference of a license to its usage.

**art. II.**

**Production and delivery of the work**

1. The author obliges to produce the work himself and deliver it in printed and electronic form no later than 30. October 2014.
2. In case that the author uses the work of another author at the production of the work, he is obliged to immediately inform DU of this fact, and DU will determine further steps.
3. DU obliges to inform the author of the approval of the work no later than 60 days after the day of its delivery. After vain expiration of this period, the work is considered approved.
4. In case that the work does not meet the DU requirements even after an additional period provided to the author by DU for this purpose, DU has the right to subtract its costs of reworking or formal modification of the work from the agreed author's compensation.
5. DU is allowed to use the work only on the basis of the confirmation of the work's approval, whose date it will note on the transmittance protocol.

6. In case of returning the work to the author for re-producing, the period for paying our the author's compensation starts from the work's approval date.

### **art. III.**

#### **Means of using the work and scope of the license**

1. The author confers to DU the license to all known and accessible means of usage of the work resulting from the nature of the work itself, mainly, but not limited to:
  - 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 license in the following scope:
  - a) subject: print run max. 500 number of copies
  - b) territory: without limitation
  - c) time: for the period of 5 years

If after the expiration of the license time not all copies according to this License Agreement will be distributed / sold/, the Subject can distribute the publish copies according to the License Agreement till the sellout of the supplies.

### **art. IV.**

#### **Author's compensation**

1. DU obliges to pay the author for the producing of the work and the usage of the license by the means and in the scope according to art. III. of this contract the author's compensation in the amount of: 15 € / 1 page („Fifteen Euro for 1 page / 1800 characters with spaces/“).
2. The compensation is due no later than 60 days after the work's approval confirmed in the protocol according to art. II. para. 5 in the form of a bank transfer.
3. By the payment of the author's compensation according to para. 1 of this article, all author's claims for the production of the work and its usage in the scope according to art. III. are settled.

### **art. V.**

#### **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,

A/B DU obliges to:

1. 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,
2. provide the author the necessary cooperation with the production of the work,
3. deliver to the author, without charge, 1 author's print of 1 pc no later than 60 days after publishing.
4. state, on the back side of the title page, the copyright clause: © Victor Scoradet.

## **B. Author**

B/A The author has the right to:

1. within reasonable period provided by DU prior to publishing the work, carry out the author's editing by such alterations to the work which do not cause DU to feel the need to incur unreasonable costs or which do not change the work's nature,
2. securing the protection of his copyright (author's rights) to the work, mainly upholding the right to author's labeling (heading) and the right to the work's inviolability.

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 he confers by this license agreement belong to him without limitations and that he is liable for damages to DU resulting from the inaccuracy of this claim.

## **art. VI.**

### **Termination of the contract**

1. DU has the right to terminate the contract, if the author does not re-produce the work according to the DU's requirements, or if the author, without a weighty reason, did not deliver the work properly even in the additional period. If DU, resulting from the second reason, does not use the option of terminating the contract, it may reduce the author's compensation by 0.1% for every started day of delay.
2. The author may terminate the contract and demand the return of the work's original, if DU does not allow him to carry out the author's editing of his work, or if the work were used by means decreasing its value.

## **art. VII.**

### **Special provisions**

1. By delivering the means, by which the work is expressed, its ownership right is transferred onto DU.
2. According to the valid income tax act, the author will fulfill his tax liability in his country.

**art. VIII.**  
**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 contractual 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 contract are transferred onto the successors of both contractual parties.
4. Invalidity of one of the provisions does not cause the invalidity of the entire contract, unless this concerns a fact with which the law connects these effects.
5. All disputes occurring in relation to this contract, as the contractual parties oblige, will be resolved, above all, by a mutual agreement.
6. The contractual parties have agreed that the contents of this contract – not, however, its existence – is confidential and therefore bind not to disclose, declassify and provide it to third parties without the consent of the other contractual party, with the exception of subjects who are entitled to this right by the law.
7. The contractual parties declare that the contract 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.
8. 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

