

Contract of Work of Art

concluded in accordance with § 91 of the Act no. 185/2015 Coll. Copyright Act (hereinafter "Contract") between

Author:

Bernhard Studlar

hereafter referred to as the 'author' -
represented by:

henschel SCHAUSPIEL Theaterverlag Berlin GmbH,

Location: Alte Jakobstr. 85/86, D – 10179 Berlin,

Represented by: Andreas Leusink, business executive

Legal form: Ltd.

ID: DE137184342

Tax / VAT ID: 30/341/30240

hereafter referred to as the 'publisher' -

and

Slovak National Theatre

Location: Pribinova 17, 819 01 Bratislava,
Slovak Republic

Represented by: Marián Chudovský, General Director of the SNT and doc. Roman Polák

Legal form: state – sponsored organization

ID: 00 164 763

Tax / VAT ID: 2020829954 / SK 2020829954

hereafter referred to as the 'theatre' or 'SNT' -

hereby conclude the following

CONTRACT OF WORK OF ART

- § 1 The theatre commissions the author to write a full-length play in German language with the title

**Desire for the enemy (working title)
by Bernhard Studlar**

- hereafter referred to as the 'work' -

the first version of which shall be available to the theatre by **30.04.2016** and the final version by **01.09.2016**. The author undertakes to write work properly and on time, to the best of his ability, in accordance with the requirements of the SNT and with cooperation with SNT.

- § 2 For this work delivered to SNT properly and on time and according to this Contract, the author will receive a retainer fee for the amount of **€ 12.000,00** from the theatre.

The following method of payment has been agreed upon:

Due date	To be paid	Amount in euros
	upon signing of the contract	€ 4.500,00
30.04.2016	upon submission of the first version	€ 4.500,00
01.09.2016	upon acceptance by the theatre	€ 3.000,00

The Author expressly authorizes the Publisher for receiving a fee. All amounts are to be paid into the publisher's bank account.

- § 3 The theatre holds the right to withdraw from the contract within a period of four weeks following the submission of the first version in the event that they consider a dramatic realisation of the work not possible and further cooperation with the author to amend the work has been ruled out. The author and the publisher shall be informed of this in writing by recorded delivery within four weeks following the submission of the first version. The theatre holds the right to withdraw from the contract also if the work from author will not be delivered to SNT properly and on time and according to this Contract, or if author breaches any provision of this Contract. Until this time, due payments made by the theatre remain owed. Payments that have already been made shall be forfeited to the author.
- § 4 The author and publisher grant the theatre the exclusive right to the on-stage world premiere of the above-mentioned work in Slovak and will indemnify the theatre against any claims issued by third parties for the duration of the contract.
The contract for the performing rights (Licensing Contract) has to be concluded on usual terms with the publisher or his authorized representative. The Publisher declares, that he is fully authorized by Author as rightholder of the licensing contract.
- § 5 The theatre guarantees a genuine translation of the play into the Slovakian language. The theatre for purpose of this provision of Contract undertakes to hold the first performance of the work by the end of June 2017 at the latest. In the event that the performance has not taken place by September 2017, the world premiere rights granted in this contract for work and services revert back to the author and publisher. Until this time, due payments made by

the theatre remain owed and payments that have already been made shall be forfeited to the author.

- § 6 The theatre undertakes to bring out the play as part of its normal repertoire. The venue shall be the **Slovak National Theatre**. For the staging of the work, the theatre undertakes to provide first-rate resources with regard to direction, cast and equipment.
- § 7 The author undertakes to be available at the request of the theatre for discussions regarding possible changes to the play, meetings discussing direction and the like as well as later on during rehearsals. The theatre undertakes to reimburse the author for travel and accommodation expenses proved by Author and incurred for **three journeys from Vienna to Bratislava**.
- § 8 The theatre may not transfer the world premiere rights to a third party. Granting the rights to the on-stage premiere does not affect the author's right to use the work in film, radio or on television **except for utilisation on Slovak territory**. In particular, the author is entitled to cede his work to a theatrical publisher or a third party for further utilisation, **except for utilisation on Slovak territory** before the world premiere at **Slovak National Theatre**. However, at the request of the theatre, the author is at any time bound to release details about descisions made to utilise the work that may affect the theatre, including information about the state of its utilisation, insofar as this information is of interest to the theatre. The theatre is entitled to make the performance of the work to the public, and is entitled to make the performance of the work available to the public via screen, loudspeaker or other similar technical equipment. The theatre may shoot and record snippets of the work for radio or television with a transmission time lasting up to three minutes, which may be broadcasted live or pre-recorded, on that basis that it is used for promotional or coverage purposes. The author and the publisher ensure that in the event of any translation of the work being made before the production of the work (premiere) at SNT always the following text in the language of the country in which the translation has been made will be mentioned: "The play has been written for the Slovak National Theatre in Bratislava." Is a translation being made and being used and / or is there a further production of the work at any other theatre than SNT after the production (premiere) of the work at SNT, the text in the respective language should read as follows: "The play has been written for the Slovak National Theatre in Bratislava and was performed for the first time on the drama stage of the Slovak National Theatre on" This text has to be published on the same page where the production team is mentioned. Of any utilisation of the translation, production of the work at any other theatre than SNT, the publisher has to inform SNT and has to send SNT a copy of the material as proof of the publication of the information mentioned (of the respective text) in line with this article of the contract.
- § 9 Legal facts not regulated by this Contract shall be governed by the provisions of the Copyright Act Civil Code. The place of jurisdiction is either Berlin or Bratislava.
- § 10 In case of any change of generally binding legal regulations and if it is necessary, the relevant provisions hereof shall be brought into compliance and other Contractual provisions will remain in force. Invalidity of any provision of the Contract shall not invalidate the whole Contract.
- § 11 All changes and amendments to this Contract shall be made as mutually agreed in writing in the form of signed and numbered amendments.

- § 12 If this Contract or Act does not provide otherwise, none of the Parties is entitled to assign its rights, including claims or obligations from this Contract to a third party without a written consent of the other Party.
- § 13 All disputes arising from this Contract or in connection therewith shall be settled by the Parties first and foremost by mutual agreement. In case of any dispute between the Parties the English version of this Contract shall be authoritative.
- § 14 The Parties declare that the Contract was signed by their true and free will, definitely, seriously and comprehensively, not in distress or for otherwise conspicuously unfair conditions. The Parties affirm that their ability and freedom to enter into this Contract, as well as their capacity related to legal action is not limited in any way or excluded and they also declare that they are familiar with the contents thereof and sign the agreement as a sign of it.
- § 15 The Contract is confidential and the Parties agree to maintain confidentiality on its content, as well as all matters related to the Contract.
- § 16 This Contract is made out in four (4) counterparts in Slovak and English language; one (1) is for the publisher, one (1) is for the author and two (2) for the SNT.
- § 17 This Contract shall enter into force on the day of signing by both Parties and become effective on the day following the date of its publication under the conditions of the Act No. 211/2000 Coll. on Free Access to Information and Amendments of Certain Acts (The Freedom of Information Act).
- § 18 The Publisher and Author declare that the Publisher is authorized by the author to negotiate this Contract.

Bratislava,
Date:

Vienna,
Date:

Berlin,
Date:

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Slovak National Theatre

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Bernhard Studlar

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Andreas Leusink
henschel SCHAUSPIEL
Theaterverlag Berlin GmbH