

CONTRACT

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

The Theatre Institute

Represented by Vladislava Fekete, director

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IČO (Entity's Identification and No.: 16 46 91, DIČ: 2020829921

/ 1st Party to this Agreement

(hereinafter only "DU")

and

Ivan Vyrypajev

Permanent residence:

Represented by

henschel Schauspiel Theaterverlag Berlin GmbH

Alte Jakobstraße 85/86, 10179 Berlin, Germany

Bank Account: Theaterverlag Berlin GmbH:

IBAN:

UID:

email:

/2nd Party to this Agreement

(hereinafter only "author")

conclude

according to the provisions of act no. 185 / 2015 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

production of an introduction for the festival catalogue (hereinafter only „introduction“) and its interpretation at the opening ceremony of the festival on 9 May 2016 at 19.00

(hereinafter only „work“),

which the author obliges to produce for The Theatre Institute Bratislava in the framework of Nová drama/New Drama Festival 2016 on 9 May 2016.

art. II.

Production and delivery of the work

1. The author obliges to write an introduction for the festival catalogue in Russian language (1200 – 2000 characters) and send it in electronic form not later than 15th March 2016.
2. The author obliges to produce the opening speech according to the written introduction personally in Russian language during the opening ceremony on 9th May 2016.
3. 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.
4. DU obliges to inform the author of the approval of the work no later than 5 days after the day of its delivery. After vain expiration of this period, the work is considered approved.
5. 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.

6. 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.

7. In case of returning the work to the author for re-producing, the period for paying out 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 exclusive license to all known and accessible means of usage of the work resulting from the nature of the work itself, mainly to:

- a) producing copies of the work in printed form and their public distribution,
- b) public distribution of the work's copies by sale,
- c) public performance of the work.

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 350 € (three hundred fifty Euros).
- 2. The compensation is due on the day of delivery and acceptance and is payable until 10th May 2016 in the form of a bank transfer after receiving an invoice from the 2nd Party.
- 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. use the work at its promotion without the author's claim of compensation
- 2. include the event in the programme of the Nová dráma/New Drama Festival 2016.

A/B DU obliges to:

- 1. provide the author the necessary cooperation with the production of the work,
- 2. provide with free tickets for performances at Nová dráma / New Drama 2015,
- 3. provide English and Slovak translation of the text in written form for the festival catalogue and in the form of surtitles or interpretation during the opening ceremony,
- 4. deliver 3 (three) copies of the festival catalogue to the 2nd Party.

B. Author

B/A The author has the right to:

- 1. within reasonable period provided by DU prior to realization and promotion of 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. 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,
- 3. attend the opening ceremony and hold the opening speech in person.

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. 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. In accordance with the Act No. 546/2010 Coll. amending the Act No. 40/1964 of the Civil Code as amended in latter provisions amending and supplementing some acts, the 2nd Party to this Agreement agrees with publishing the contract on the Website of the Theatre Institute, the Central Register of Contracts, and in the Commercial Bulletin. In the case of disagreement the Contractual Party to this Agreement is cognizant that such agreement is invalid.
5. 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.
6. All disputes occurring in relation to this contract, as the contractual parties oblige, will be resolved, above all, by a mutual agreement.
7. 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.
8. 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.
9. This Agreement becomes valid on the day of its signing by both sides and comes into effect on the day following its publication in the Central Registry of Contracts.
10. This Agreement is executed in two copies, each copy having the effect of the original. Each Party to this Agreement shall receive one copy of this Agreement after it is signed.

In Bratislava on

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DU

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author

Transmittance protocol

The Theatre Institute Bratislava, Jakubovo námestie 12, 813 57 Bratislava represented by Mgr. art. Vladislava Fekete, Art.D., director (hereinafter only "DU") confirms delivering and acceptance of the following work:

production of an introduction for the festival catalogue (hereinafter only „introduction“) and its interpretation at the opening ceremony of the festival

from the author **Ivan Vyrypajev**

created on the basis of the Contract on the production of work and conferring a license to its usage from

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The work is delivered as follows:

- in electronic form

In Bratislava on

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DU

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author

Acceptance clause:

According to art. II. Para. 5 of the Contract on the production of work and conferring a

license to its usage, DU confirms the acceptance of the work

production of an introduction for the festival catalogue (hereinafter only „introduction“) and its interpretation at the opening ceremony of the festival

from the author Ivan Vyrypajev

In Bratislava on

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DU