

Agreement executed on the day of 20

BETWEEN:

Palgrave Macmillan, a division of Macmillan Publishers Limited (company number 785998) whose registered office is at Houndmills, Basingstoke, Hampshire RG21 6XS, (the "Proprietor"); and Theatre institute in Bratislava (Divadelný ústav) of Jakubovo námestie 12, Bratislava, 813 57, Slovakia (the "Publisher")

WHEREAS:

1. The PROPRIETOR originally published or will publish in English a work by **Colette Conroy** (hereinafter termed the AUTHOR) entitled **Theatre and The Body** (hereinafter termed the WORK).
2. The PUBLISHER wishes to prepare and publish a translation of the WORK in the **Slovak** language.
3. The PROPRIETOR has agreed to grant such right to the PUBLISHER on the terms and conditions set out in this Agreement.

NOW IT IS HEREBY AGREED:

GRANT OF RIGHTS

- 1.1 In consideration of the terms and payments set out in this Agreement the PROPRIETOR hereby grants to the PUBLISHER an **exclusive** licence to create a **Slovak** language translation of the Work and to print publish and sell a maximum of **500** copies of the **Slovak** language edition of the WORK created by the PUBLISHER in **Print and Electronic** form under the PUBLISHER's imprint (hereinafter termed the LICENSED WORK). The LICENSED WORK may be issued for sale in the following territories: **World** (hereinafter termed the TERRITORY).
- 1.2 This Agreement does not grant any rights with respect to subsequent editions of the Work.
- 1.3 The PROPRIETOR also grants to the PUBLISHER the **exclusive** right throughout the Territory to create, and exercise the rights in, a **Slovak** language translation of the Work in electronic form subject to the terms and conditions outlined in Schedule 2 of this Agreement.

As used here "electronic form" means all electronic, magnetic, digital, optical, laser-based and other media, devices and systems for the storage, manipulation, display, retrieval, publication, distribution, broadcast and/or transmission of text, data, images, sounds and/or other information in any electronic form, whether now known or hereafter devised, including, without limitation, disk, CD-ROM, CDi, DVD, integrated circuit card or chip, cellular device, and the Internet or other digital network, service or database or cellular or other transmission.

- 1.4 This licence is granted to the PUBLISHER solely, who shall not assign it in whole or in part without the prior written consent of the PROPRIETOR, except to any company or corporation as part of the transfer of the PUBLISHER's business.

TERM

2. Subject to the provisions of Clauses 13.1 and 13.2 hereof the licence hereby granted

shall last for a period of **7 years** from the date of this Agreement (hereinafter termed the TERM), and may thereafter be renewed at the sole discretion of the PROPRIETOR upon such terms as the parties may agree, and subject to a separate written agreement.

PUBLICATION AND SCHEDULE

- 3.1 The PUBLISHER shall produce and publish the LICENSED WORK at its own expense, and shall cause the translation of the WORK to be made faithfully and accurately by a qualified and competent translator, whose name and qualifications shall be sent to the PROPRIETOR as soon as they have been confirmed. The PUBLISHER guarantees that neither it nor the translator will introduce into the LICENSED WORK any matter of an objectionable, libellous or unlawful character that was not present in the WORK.
- 3.2 In creating the LICENSED WORK the PUBLISHER shall not abridge expand or otherwise materially alter the WORK, including illustrations where applicable, without the prior written consent of the PROPRIETOR. Under no circumstances may the PUBLISHER without the written permission of the PROPRIETOR include advertising or other promotion of any of its other products, or those of other parties, in the LICENSED WORK.
- 3.3 Should the PROPRIETOR so request, the PUBLISHER shall submit the text of the LICENSED WORK to the PROPRIETOR for approval of the translation by the author. In this event the PUBLISHER shall not commence production of the LICENSED WORK until such approval has been given in writing by the PROPRIETOR. If the translation is not approved, the PUBLISHER shall at its own expense take such steps as necessary to bring the LICENSED WORK up to the standard required by the PROPRIETOR.
- 3.4 The PUBLISHER shall not reproduce the jacket design of the WORK nor make any use of the PROPRIETOR's imprints logos, brands, design or typography without the prior written consent of the PROPRIETOR and any third party having rights in any such materials.
- 3.5 The paper, printing, binding, jackets or covers, the promotion the manner and extent of advertisement, the pricing and terms of the sale of the LICENSED WORK shall be at the sole discretion of the PUBLISHER who undertakes to ensure that, wherever possible, the printing, paper and binding of the LICENSED WORK shall be of a quality not inferior to the first printing of the PROPRIETOR's edition of the WORK.

FAILURE TO PUBLISH

4. Should the PUBLISHER fail to issue the LICENSED WORK within **18 months** of the date of this Agreement, all rights granted hereunder shall revert to the PROPRIETOR without prejudice to any claim which the PROPRIETOR may have for any monies already paid or due, the right to receive the full advance payable in respect of the LICENSED WORK, for damages or otherwise.

PERMISSIONS

5. The PUBLISHER shall be responsible for obtaining permission from the respective copyright owners, to include in their edition of the LICENSED WORK any textual or illustrative material included in the WORK that belongs to a third party. Such permissions will be paid for at the PUBLISHER's expense.

COPYRIGHT

- 6.1 The PUBLISHER undertakes that the name of the Author shall appear in its customary form with due prominence on the title page, binding and jacket/cover of every copy of the LICENSED WORK issued. On the reverse side of the title page a copyright notice shall be displayed in the LICENSED WORK identical with that in the WORK, showing the © symbol accompanied by the name of the copyright holder and the year of first publication of the WORK. A further copyright notice shall be printed protecting the LICENSED WORK as may be required by international and/or domestic law. The PUBLISHER shall also include in the LICENSED WORK the following acknowledgement:
"First published in English by Palgrave Macmillan, a division of Macmillan Publishers Limited under the title Theatre and The Body by Colette Conroy. This edition has been translated and published under licence from Palgrave Macmillan. The author has asserted her right to be identified as the author of this Work."
- 6.2 The PUBLISHER agrees to take any necessary steps to register the LICENSED WORK under local copyright laws at their sole expense. The PUBLISHER also agrees to protect such copyright and to prosecute at its own expense any person who infringes such copyright in the TERRITORY. In the event of such an infringement the PUBLISHER undertakes to notify the PROPRIETOR in writing immediately the infringement is discovered.

LICENSED RIGHTS

- 7.1 The PUBLISHER shall during the TERM of this Agreement have the right to license, subject to the PROPRIETOR's prior written consent, which shall not be unreasonably withheld, the following rights in the LICENSED WORK in the **Slovak** language, and the revenue there from shall be divided as indicated below:

<u>LICENSED RIGHT</u>	<u>PROPRIETOR SHARE</u>	<u>PUBLISHER SHARE</u>
Serialisation	70%	30%
Book club	70%	30%
Anthology and quotation	70%	30%

(hereinafter termed the LICENSED RIGHTS)

COMPLIMENTARY COPIES

- 8 The PUBLISHER shall forward to the PROPRIETOR **four** complimentary copies of the printed edition of the LICENSED WORK on publication. The PROPRIETOR reserves the right to request additional copies as required up to a maximum of six copies. The PROPRIETOR shall have the right to purchase further copies for its own use on normal trade terms.

PAYMENTS & ROYALTIES

- 9.1 The PUBLISHER shall pay to the PROPRIETOR a lump sum of **GBP 500** payable on signature of this Agreement. Such payment shall not be returnable in any circumstances.

- 9.2 The PUBLISHER's published suggested retail price is expected to be **10 – 15 Euro**. Any change to the PUBLISHER's published retail price must be notified to the PROPRIETOR immediately.
- 9.3 All payments to the PROPRIETOR hereunder shall be made in the currency specified in clause 9.1 by telegraphic transfer to the Macmillan account following the instructions given in Schedule 1 of this Agreement.
- 9.4. Should the PUBLISHERS be required by law to deduct tax from any payments due to the PROPRIETORS under the terms of this Agreement they shall send the PROPRIETORS a declaration to this effect with the relevant statement showing the amount deducted. The PUBLISHERS shall be responsible for obtaining any forms required for tax purposes and for completing and forwarding any such forms to the PROPRIETORS.
- 9.5 All amounts payable by the Publisher under this Agreement are exclusive of any sales, use, value added or similar taxes or duty which shall be payable by the Publisher in addition, where applicable, at the prevailing rate.

ACCOUNTING

- 10.1 The PUBLISHER shall keep during the TERM and for 6 years thereafter accurate and detailed books and records of the sales of all copies of the LICENSED WORKS, all income from LICENSED RIGHTS and revenues derived therefrom.
- 10.2 The PUBLISHER shall render to the PROPRIETOR annual statements made up to the 31st day of December in each year showing details of all income received in respect of LICENSED RIGHTS due during this period and the PROPRIETOR's share thereof. Such statements shall be rendered and the PUBLISHER shall pay the PROPRIETOR any sums due therein within 90 days of the end of the year.
- 10.3 The PROPRIETOR or its authorised representative shall have the right upon written request to full access to the books and records of the PUBLISHER insofar as they relate to the stock sales and receipts in respect of the LICENSED WORK and to take copies and extracts thereof (which examination shall be at the cost of the PROPRIETOR unless errors exceeding 2.5% of the amount payable shall be found in which case the cost shall be paid by the PUBLISHER).
- 10.4 In the event of late payment of any money due to the PROPRIETOR hereunder the PUBLISHER shall pay to the PROPRIETOR interest accruing from day to day calculated at the annual rate of 3% above the Bank of England base rate from time to time or the maximum rate permitted by law (whichever is lower) on all such money overdue from the due date for payment until the actual date of payment.

RESERVATION OF RIGHTS

- 11 All rights in the WORK, either now existing or which may hereafter come into existence, other than those hereby granted to the PUBLISHER are specifically reserved by the PROPRIETOR and/or the Author for their exclusive use and disposition.

WARRANTY

- 12 With the exception of any third party right as provided for in clause 5 of this Agreement, the PROPRIETOR hereby warrants to that it has the authority to contract for all the

rights licensed under this Agreement and that this licence in no way infringes the rights of any third party or the AUTHOR of the WORK.

TERMINATION

- 13.1 Should any of the accounts or payments specified herein be more than 90 days overdue or should the PUBLISHER fail to fulfil or comply with any provisions of this Agreement within one month after written notification from the PROPRIETOR or its representatives of such failure or if the PUBLISHER shall seek protection from creditors under bankruptcy or similar laws of any jurisdiction then in any of these events the licence hereby granted shall forthwith and without further notice terminate and the rights hereby granted shall revert to the PROPRIETOR without prejudice to any claim which the PROPRIETOR may have either for monies owed and/or damages and/or otherwise.
- 13.2 If the PUBLISHER shall allow the LICENSED WORK to go out of print for six months then in such case the rights hereby granted shall revert to the PROPRIETOR without further notice and without prejudice to any royalties and other monies due to the PROPRIETOR from the PUBLISHER.
- 13.2.1 On the termination or expiry of this Agreement all rights granted to the PUBLISHER hereunder shall automatically revert back to the PROPRIETOR, and the PUBLISHER shall have no further right to sell or distribute the LICENSED WORK. The PUBLISHER agrees to include in its agreement with the party translating the Work into **Slovak** a provision either
- i) expressly granting the copyright and all other rights in the LICENSED WORK to the PUBLISHER, or
 - ii) stating that, upon termination or expiry of the PUBLISHER'S agreement with the PROPRIETOR, and notwithstanding any law of any jurisdiction granting the translator any rights in the LICENSED WORK, the translator agrees not to sell, distribute, use as the basis for derivative works or otherwise exercise any rights in the LICENSED WORK.

NOTICE

- 14 Any notice required or authorised to be given by either party to the other shall be in writing and shall be sent by registered or tracked mail to The Rights Department, Palgrave Macmillan, Houndmills, Basingstoke, Hants, RG21 6XS, UK

FORCE MAJEURE

- 15 No failure or delay in the performance of the obligations of either party to this Agreement shall be deemed a breach thereof if such a failure or delay is occasioned by or due to any strike, lock out, act of public enemy, war, blockade, insurrection or circumstances totally beyond either party's control.

ENTIRE AGREEMENT

- 16 Except as expressly contained in this Agreement, no representations or promises have been made to the PUBLISHER by the PROPRIETOR, its agents, employees or representatives and this Agreement contains the full and complete understanding between the parties whether written or oral relating to the subject matter of this Agreement. This Agreement shall not be modified except in writing and signed by both parties or their fully authorised representatives.

INTERPRETATION

- 17 The headings in this Agreement are for convenience only and shall not affect its interpretation.

APPLICABLE LAW

- 18 This Agreement shall be governed by English law and shall be deemed to have been made in England and the parties agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.

Signed for and on behalf of Theatre institute in Bratislava (Divadelný ústav): Signature: Name: Position:	Signed for and on behalf of Macmillan Publishers Limited: Signature: Name: Position:
in the presence of (witness): Signature: Name Date:	in the presence of (witness): Signature: Name Date:

Schedule 1

Bank Details for payments due under this Agreement to Macmillan Publishers Ltd

An invoice will be sent to you for any payments due on signature of this agreement when your copy of the signed agreement is returned to you.

Payments should be made by wire transfer to the appropriate currency account as listed below, showing invoice number, author and title of the Work.

Supporting paperwork should be clearly marked for Attention of:

Subsidiary Rights Manager
Royalties Department
Macmillan Publishers Ltd
Houndmills
Basingstoke
Hants RG21 6XS

Or e-mailed to j.day@macmillan.co.uk

Payments made in sterling (GBP) should be directed to:
Macmillan Publishers Ltd Account
National Westminster Bank
3 London Street
Basingstoke
RG21 7NS

Sort code	60-02-49
Account number	01932810
IBAN	GB43 NWBK 6002 4901 9328 10

Payments made in EUROS should be directed to:
Macmillan Publishers Ltd Account
National Westminster Bank
3 London Street
Basingstoke
RG21 7NS

Sort code	60-02-49
Account number	06570895
IBAN	GB02 NWBK 6072 1306 5708 95

Payment made in US \$ should be directed to:
Macmillan Publishers Ltd Account
National Westminster Bank
3 London Street
Basingstoke
RG21 7NS

Sort code	60-02-49
Account number	01800248
IBAN	GB96 NWBK 6073 0101 8002 48

Swift code number NWBKGB2L

Schedule 2:

Terms and conditions for publication of the LICENSED WORK in electronic form.

S2.1) The PROPRIETOR agrees that the PUBLISHER during but not beyond the end of the TERM may publish a version of the LICENSED WORK in electronic form (hereinafter termed the LICENSED WORK: Electronic Edition) for sale as a complete work, via the PUBLISHER's own e-book delivery platform or those of third parties under license to the PUBLISHER.

S2.2) The PUBLISHER'S expected retail price for the LICENSED WORK: Electronic Edition will be **[TBC]**. Any change to the PUBLISHER's published retail price must be notified to the PROPRIETOR immediately. Should the expected retail price vary by more than 10% the PROPRIETOR shall be entitled to re-negotiate the royalty payable on sales of the LICENSED WORK: Electronic Edition.

S2.3) The PUBLISHER shall pay to the PROPRIETOR a Royalty on the PUBLISHER's net receipts (i.e. all moneys received less VAT or equivalent sales tax only) in respect of sales of the LICENSED WORK: Electronic Edition of **[25] %** (hereinafter termed the Electronic Royalty). The Electronic Royalty shall apply (i) to all electronic forms, formats and media (ii) whether by charging for transmission of a copy, for access to a database or by any other means and (iii) whether the copies are directly supplied by the PUBLISHER or supplied through or licensed to a third party in which case the royalty payable shall be based on the PUBLISHER'S net receipts from that third party. If the Work or any part(s) thereof is sold rented or licensed by the PUBLISHER in any forms formats or media together with any other work(s) or parts thereof (whether combined into a single work, as part of a compilation, packaged together, included in an electronic database or otherwise) and the PUBLISHER does not receive separate payment for the Work (or part thereof) as a result of the sale rental or licence, the royalty herein due to the PROPRIETOR shall be calculated using a pro-rated portion of the net amount, received by the PUBLISHER from the sale or license. The PUBLISHER will pro-rate the net amount using one of the following methods to be selected by the parties depending on the sales model used (i) the ratio of the number of words or pages from the Work to the total number of words or pages in what was sold rented or licensed (ii) an estimate based on sampling of the percentage of the proportion of the net amount received attributable to the Work or part(s) thereof or (iii) where the above are not viable or appropriate, another method to be mutually agreed between the PUBLISHER and the PROPRIETOR.

S2.4) The PUBLISHER agrees that the LICENSED WORK: Electronic Edition, whether sold by the PUBLISHER or via third parties, will be protected by robust, industry-recognised technical protection methods, to protect against unauthorised or unlawful copying, downloading or distribution of the LICENSED WORK: Electronic Edition.

S2.5) The PUBLISHER warrants that it has antipiracy procedures in place for dealing with unauthorised or unlawful copying, downloading or distribution of its works and that if it receives notice that the LICENSED WORK: Electronic Edition has been subject to such use, it will use its best endeavours promptly to stop such unlawful or unauthorised versions being circulated.

S2.6) Should the PROPRIETOR believe the PUBLISHER to be in breach of any of the above conditions, it may give the PUBLISHER 3 month's written notice that the right to publish the LICENSED WORK: Electronic Edition is being withdrawn. On receipt of such notice and at the end of the TERM the PUBLISHER must immediately remove the LICENSED WORK: Electronic Edition from its own platform and from that on any third parties who are distributing the LICENSED WORK: Electronic Edition under license from the PUBLISHER.

S2.7) Except as specifically stated in this Schedule, the LICENSED WORK: Electronic Edition will be subject to the terms of the main Agreement and where reference is made to print-on-paper publishing in those terms reasonably equivalent requirements for electronic works shall be implied .