

Contract no. 8347

**SPRINGER NATURE**

## **ADDENDUM TO TRANSLATION RIGHTS AGREEMENT**

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This Addendum is made on January 25, 2021 between

**Springer Nature Customer Service Center GmbH**, Tiergartenstr. 15-17, 69121 Heidelberg, Germany, telefax: +49 6221 345 4301, email: [customerservice@springer.com](mailto:customerservice@springer.com) (the LICENSOR),

acting as a commissionaire agent of **Macmillan Education Limited, part of Springer Nature**, The Campus, 4 Crinan Street, London, N1 9XW, United Kingdom (the PUBLISHER)

and

**The Theatre Institute**, in Bratislava (Divadelný ústav), Jakubovo námestie 12 813 57 Bratisl, 81357 Bratislava 1, Slovakia (the LICENSEE)

### **INTRODUCTION**

- (A) The PUBLISHER originally published in English a work by **Helen Nicholson** and **Edward Bond** entitled **Theatre and Education** edition: 1, 2009 ("**Work**").
- (B) The LICENSEE prepared and published a translation of the Work in Slovak pursuant to a translation rights agreement dated March 16, 2010 ("**Agreement**").
- (C) The parties have agreed to amend the Agreement on the terms set out in this addendum.

### **AGREED TERMS**

#### **1. Definitions and interpretation**

- 1.1 In this addendum, unless the context requires otherwise:
  - (a) terms defined in the Agreement will have the same meaning when used in this addendum (including its recitals);
  - (b) references to a Clause or Schedule are to a clause of, or a schedule to, the Agreement; and
  - (c) all headings are for convenience, have no legal effect and should be ignored when interpreting this addendum.
- 1.2 In the event of a conflict or ambiguity between the terms of the Agreement and the terms of this addendum, the terms of this addendum shall prevail.
- 1.3 Except as expressly modified by this addendum, the Agreement shall continue in full force and effect in accordance with its terms.
- 1.4 The parties agree that the Agreement shall be amended as set out in the remainder of this addendum from and with effect from January 25, 2021.

## **2. Amendments to Agreement**

### **2.1 *Clause 2 (Duration) of the Agreement shall be deleted in its entirety and replaced with the following wording:***

"Subject to the provisions of Clause 10 this agreement shall commence on the date hereof and continue until January 01, 2024 (the TERM), and may thereafter be renewed at the sole discretion of the LICENSOR upon such terms as the parties may agree, and subject to a separate written agreement."

## **3. Payment**

### **3.1 The LICENSOR shall charge LICENSEE a fee of Euro 150.00 for extending the TERM of the Agreement to be paid as follows:**

#### **Euro 150.00**

Such payment to be made:  
upon contract signed

Such payment shall not be returnable in any circumstances.

### **3.2 All amounts payable by LICENSEE shall be exclusive of any sales, value added or similar taxes. If based on applicable law any sales, value added or similar taxes are or become chargeable LICENSEE will reimburse Licensor by means of paying an amount equal to the amount of such taxes in addition to and at the same time as paying the principal amounts. Licensor shall provide to LICENSEE an appropriate invoice as required by the law.**

### **3.3 If based on applicable law any withholding or similar taxes are or become chargeable LICENSEE has the right to deduct and withhold these taxes from the amount payable. LICENSEE shall remit these to the competent tax authority and shall provide Licensor with appropriate evidence of remittance. Licensor and LICENSEE agree to cooperate and take all relevant steps in completing any procedural formalities necessary for LICENSEE to make the payment without or at a reduced rate pursuant to a relevant double taxation agreement.**

### **3.4 If based on applicable law any other taxes, government fees or levies are payable these shall be the sole responsibility of LICENSEE.**

## **4. General**

### **4.1 This addendum may be entered into in any number of counterparts all of which, taken together, shall constitute one and the same instrument. Each party may enter into this addendum by signing any such counterpart.**

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- 4.2 This addendum shall be governed by German law without regard to its conflict of laws rules and shall be deemed to have been made in Heidelberg, Germany and the parties agree to submit to the exclusive jurisdiction of the courts of Heidelberg, Germany. LICENSOR reserves the right to file a suit where the LICENSOR has its statutory seat, central administration or principal place of business.

This addendum has been executed as a deed is delivered and takes effect on the date first stated above.

Signed for and on behalf of  
**Springer Nature Customer Service Center  
GmbH**

DocuSigned by:

Signature: \_\_\_\_\_  
Representative SNCSC  
Rights & Permissions  
Date: \_\_\_\_\_

Signed for and on behalf of  
**The Theatre Institute  
in Bratislava (Divadelny ustav)**

DocuSigned by:

Signature: \_\_\_\_\_  
Vladislava Fekete  
General Director  
Date: \_\_\_\_\_

Reviewed by:

DocuSigned by:

Signature: \_\_\_\_\_  
Margaret Szymczyk  
Translation Rights Manager  
Date: \_\_\_\_\_