

LICENSING AGREEMENT

Between the undersigned

Theatre Institute (Divadelný ústav), Jakubovo námestie 12, 813 57 Bratislava, Slovakia, represented by: Mgr. art. Vladislava Fekete ArtD., director

Hereafter called the Publishers,

And

HUMENSIS, a public limited company with a capital of 523 575,45 euros, euros, with its head office at 170 bis, boulevard du Montparnasse, 75014 Paris, Companies Registry number: 791 917 230 R.C.S. Paris, herein represented by Muriel Beyer, Deputy Managing Director, Head of the "Littérature Générale" Department

Hereafter called the Proprietors,

The following has been decided by mutual agreement:

Article 1: OBJECT of the AGREEMENT

The Proprietors grant to the Publishers, who hereby accept, the exclusive rights to translate into Slovakian a compilation of extracts in one volume of the books published **under the imprint Belin Editeur** and entitled:

Lire le théâtre,
volumes I, II & III
by Anne UBERSFELD

to print, cause to be printed, publish, reproduce, promote and sell their translation, hereinafter called the Work, under the conditions laid out in Article 2.

This license is granted for The whole world and for the duration of the present agreement as defined in Article 6.

Article 2: RIGHTS IN THE LICENSE

2.1 The rights granted by the present agreement include:

a) Translation rights:

The right to translate the Work into Slovakian.

b) Reproduction and graphic adaptation rights:

The right to reproduce the Work in the form of the Publishers' standard edition.

2.2 The Proprietors reserve all rights of reproduction, representation and translation not mentioned above, as well as adaptation rights for film, theatre, musicals, phonography, radio technique or television, and in general all the rights that are not specifically mentioned by the present agreement concerning present and future means of communication.

2.3 The Publishers will not transfer any of the rights conveyed by the present agreement without first obtaining the Proprietors' written permission.

Article 3: WARRANTY

3.1 The Proprietors declare that they are entitled to dispose of the exploitation rights conveyed by the present agreement, and release the Publishers from any claim from third parties which might arise as part of a use covered by the provisions of this contract.

3.2 The Proprietors guarantee that to their knowledge, their French edition of the Work does not contain any defamatory contents or indecent material according to French law at the time of the Work's publication. The Publishers will make a similar assessment of their edition in the context of the law in the country/countries mentioned in Article 1 of the present agreement and undertake responsibility for the publication of their edition.

3.3 Where the Work includes illustrations or excerpts from another work, which form a part of the content, the Publishers will obtain the permission to reproduce them in their own edition from the rights holders of the said illustrations or excerpts. The Proprietors undertake to provide the names and details of such persons or organisations on simple request by the Publishers.

Article 4: PUBLISHERS' OBLIGATIONS

4.1 The Publishers will pay all costs relating to the publication of their translated edition, including translation costs and the costs of obtaining rights to reproduce illustrations as mentioned in Article 3.3.

4.2 The Publishers undertake to ensure that the translation of the Work will be made faithfully and accurately without making any alteration to the character of the original text in French. No omissions, changes, additions in the form of a preface, notes or of any other nature should be made to the original text without first obtaining the Proprietors' written permission.

4.3 The Publishers undertake to communicate to the Proprietors the name and the curriculum vitae of the translator(s) of the Work within 6 (six) months of the signing the present agreement.

4.4 The Publishers undertake to publish their translation of the Work within 36 (thirty-six) months of the date of signature of the present agreement. If the translation is not published within this period, all rights will reverse to the Proprietors in application of Article 7, notwithstanding all monies already paid or due, which will remain the property of the Proprietor by way of reparation.

4.5 The Publishers undertake to ensure that the author's name figures clearly and legibly on the front cover and the title page of the Work and that the copyright mention will appear on all printed copies in the customary position in their country, as follows:

© Editions Belin / Humensis, *Lire le théâtre I*, 1996;
© Editions Belin / Humensis, *Lire le théâtre II*, 1996;
© Editions Belin / Humensis, *Lire le théâtre III*, 1996.

4.6 As soon as the Work is published, the Publishers will send 6 (six) copies of the first edition to the Proprietors for their dossier, then 2 (two) copies of any reprints thereafter.

4.7 For all reprints or new editions, the Publishers will inform the Proprietors prior to production. The Author will have the possibility to include corrections or updates to the text on that occasion.

Article 5: REMUNERATION

5.1 For printed editions:

In consideration of the license granted, the Publishers will pay the Proprietors a flat fee of 900 EUR (nine hundred euros) not including tax corresponding to a print run of 500 (five hundred) copies.

All further print runs or reprints will be the object of a signed amendment to the present agreement, determining the financial conditions.

The flat fee is payable on signature of the present agreement.

The flat fee is non-returnable, whatever the sales of the translation.

5.2 For partial or total reproduction of the Publishers' translation in the press, periodicals or collective Works, 50% (fifty per cent) of all monies ensuing from such a transaction will be paid by the Publishers to the Proprietors.

5.3 All payments due under the terms of this Agreement shall be made to the Proprietors at the following account:

Beneficiary Bank:

Beneficiary Name: Humensis

Beneficiary Account No:

Beneficiary Address: Heron Building, 66 avenue du Maine, 75014 Paris

Correspondent Swift:

Article 6: TERM OF THE AGREEMENT

The present agreement will run for a period of 5 (five) years from the publication date.

Article 7: TERMINATION

7.1 The present agreement will terminate with immediate effect and without further notice in any of the following cases:

- if a copy of the present agreement is not signed and returned by the Publishers to the Proprietors within 30 days of reception;
- if payment of the flat fee has not been received by the Proprietors within 60 days of the date of signature of the present agreement;
- if the Publishers have not made the book available to the public for purchase within the period stipulated in Art. 4.4;
- if the Publishers go into liquidation or are declared bankrupt or if they cease their activity as Publishers, notwithstanding all monies due to the Proprietors on the day of such liquidation or bankruptcy.

7.2 If the Publishers allow the Work to go out of print for one year, all rights will reverse to the Proprietors three months after they have informed the Publishers by registered letter.

7.3 If the Publishers are in breach of any other terms and conditions of the present agreement and fail to cure their default 60 (sixty) days after reception of a letter from the Proprietors demanding that they do so, this agreement will terminate with immediate effect. All rights herein conveyed will reverse to the Proprietors who will be free to dispose of them.

7.4 In case of termination by one of the parties for whatever reason, all monies due to the Proprietors by the Publishers will be immediately payable and all monies already paid to the Proprietors for whatever reason will not be refunded, notwithstanding any demands for damages.

Article 8: TRANSFER of RIGHTS

Rights conveyed in this agreement may not be transferred to a third party without obtaining the prior permission of the Proprietors in writing.

Article 9 : ELECTRONIC SIGNATURE

In accordance with the law n°2000-230 of 13th March 2000 adapting the law of evidence to information technology and relating to electronic signatures, the parties expressly agree to conclude this contract in the form of an electronic writing. They thus admit that this writing constitutes the original document and that it will be established and kept by the Proprietor under conditions that will allow its signatories to be duly identified and guarantee its integrity. The parties undertake not to contest its admissibility, opposability, or probative value on the basis of its electronic nature.


The parties agree to use an electronic signature process known as "on-the-fly", by means of a single-use electronic certificate and constituting a reliable identification process guaranteeing its link with the act to which this electronic signature is attached, in accordance with Article 1367 of the Civil Code. To this end, the Proprietor proposed to the Publisher, who accepted, to use the process available to the Proprietor in the context of its partnership with a third party service provider (DocuSign). In order to provide full information on the legal value and terms of use of this electronic signature process thus chosen, the Publisher declares and acknowledges that detailed useful information was communicated to him prior to the conclusion of this contract.

Article 10: GOVERNING LAW

The present agreement has been made under French law. Any disagreements arising therefrom will be submitted to the Courts in Paris

Paris, via electronic signature

The Proprietors,
Muriel Beyer
Deputy Managing Director

DocuSigned by:


The Publishers,

DocuSigned by:
