

LICENSING AGREEMENT

Contracting parties

Author: First name and surname: **Nick Rongjun YU**
Permanent residence:
Date of birth:
E-mail / telephone:
Citizenship:
Tax residency:
ID (No. of ID card):
Bank Acct. Name:
Bank Acct. number:
Bank Name:
Bank Branch Address:
BIC (Swift Code):
(hereinafter referred to as „the Author“)

and

Acquirer: Name: **Theatre Institute (Divadelný ústav)**, cofinanced by
the Ministry of Culture of the Slovak Republic
ID: 164691
Registered office: Jakubovo námestie 12, 813 57 Bratislava
Represented by: Mgr. art. Vladislava Fekete ArtD., director
Bank account No.:
(hereinafter referred to as the “Acquirer“)

(hereinafter jointly referred to as the “Contracting Parties“)

conclude pursuant to § 65 et seq. of the act No. 185/2015 Coll. Copyright Act
this licensing agreement (hereinafter referred to as the “Agreement“):

Article I Subject-matter of the Agreement

The subject-matter of this Agreement is granting a license to the Acquirer for the use of the Author’s work ***The Performative Space and Immersive Theatre in China/Performatívny priestor a imerzné divadlo v Číne*** from 10 pages to a maximum of 20 standard pages / 1800 number of characters with spaces (hereinafter referred to as „the Work“) within a publication with a working name ***Anthology from the Conference “Contemporary Drama and Performative Space: from Playwriting to Immersive Theatre”*** (hereinafter referred to as „the Publication“).

Article II Types of use of the Work and scope of the license

- 1) The Author grants license to the Acquirer for the use of the Work under § 19 (4), in particular the following types of use:
 - a) making copies of the Work in printed or photographic form, in electronic form, in form of an e-book, CD, in English and Slovak language and their public distribution,

- b) communication to the public via Internet,
 - c) public distribution of the original or copy of the Work by sale or other form of transfer of title,
 - d) public distribution of the original or copy of the Work by rental or lending,
 - e) merging of the Work with another work and including of the Work into another work or into a database,
 - f) public exhibition of the Work,
 - g) public performance of the Work (presentation of the Publication)
 - h) making the Work available to the public.
- 2) The Author grants the Acquirer a exclusive license with unlimited scope for the duration of the Author's property rights.

Article III Remuneration

- 1) The Acquirer undertakes to pay to the Author for the production of the Work and granting a license for its use remuneration in the amount of 15 € per 1 standard page (in words: „Fifteen euros per one standard page – 1 800 characters including space characters“) in accordance with Internal remuneration tariff rates to the bank account of the Author stated in the heading of the Contract herein (hereinafter referred to as „the Remuneration“).
- 2) The Author undertakes to fulfill his tax related obligations in his country in accordance with the valid Income Tax Act.
- 3) The Author's entitlement to the Remuneration arises upon the delivery of the duly and timely produced Work to the Acquirer. The Remuneration is payable no later than 30 days from the publication of the Work (Annex 1 Protocol).
- 4) All the Author's claims relating to the production and use of the Work under the Contract herein shall be settled upon the payment of the Remuneration.

Article IV Rights and obligations of the Acquirer

- 1. The Acquirer is entitled to decide about format, type of paper, printing technique, and graphic-production features of the Publication.
- 2. The Acquirer is entitled to use the Work when promoting it without Author's entitlement to remuneration.
- 3. The Acquirer is entitled to grant consent to a third party for the use of the Work within the scope of the granted license. By signing this Agreement the Author grants consent to the Acquirer for granting a sub-license. The Acquirer is obliged to notify the Author of granting a sub-license as well as person of grantee without undue delay, within 30 days from granting of sub-license at latest.
- 4. The Acquirer undertakes to use the Work solely for the purpose, in a manner and within the scope hereunder.

Article V Rights and obligations of the Author

- 1. The Author undertakes to send the Work to the Acquirer by 1. 8. 2017 at latest.
- 2. The Author is entitled to secure protection of his author's rights to the Work, in particular the right to the integrity of the Work.
- 3. The Author undertakes to provide all cooperation necessary in realization of the Work.

4. The Author declares that the Work is a result of his own creative work, he is the sole author of the Work, he did not infringe on third party rights nor did he grant consent for the use of the Work to a third party. The Author shall be held liable for any damages possibly resulting for the Acquirer from the false nature of this declaration.

Article VI

Termination of the Agreement

1. The licensing agreement shall cease upon expiry of the period for which the license was granted or withdrawal from the Agreement.
2. In case of violation of the provisions set in Art. III Sec. 1 and Art. V Sec. 3 hereof, the Contracting Party whose rights were violated is entitled to withdraw from the Contract in written. Withdrawal from the Contract shall come into effect upon the delivery of the withdrawal to the other Contracting Party.

Article VII

Service of documents

1. Documents between the Contracting Parties shall be deemed delivered upon delivery to the recipient himself or person authorized to act on behalf of the recipient or in case they were delivered to the address stated by the Contracting Parties in the heading hereof.
2. In case of refusal to receive the document being delivered, the day of refusal to receive the document shall be considered the date of delivery of the document.
3. In case it is not possible to deliver the document to the recipient to the address stated in the heading hereof and there is no other address known to the sender, such document shall be deemed delivered after three calendar days from the return of the undelivered document, even in case the recipient or person authorized to act on behalf of the recipient is not aware of it.
4. Any change in address of any one of the Contracting Parties must be communicated to the other Contracting Party in written without delay.

Article VIII

Final provisions

1. The Agreement shall become valid on the day of its signing by both Contracting Parties and enter in force the day following the day of its publication at the Central register of contracts.
2. The Agreement is drawn-up in two copies and each of the Contracting Parties shall get one copy.
3. Relations not specified in this Agreement are governed by the respective provisions of the Copyright Act and other generally binding legal regulations.
4. The Agreement may be amended only by means of written amendments agreed on by both Contracting Parties.
5. In case some provisions of the Agreement are invalid or partially invalid and/or shall become such in future, it shall be without prejudice to the validity and applicability of other provisions.
6. The Contracting Parties declare they read the Agreement, understood its contents and as a sign of acceptance they sign it in their own free and serious will and in no distress.

In Bratislava on

Author:

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Acquirer:

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Protocol on the delivery and approval of the Work

Theatre Institute in Bratislava, Jakubovo námestie 12, 813 57 Bratislava, represented by Mgr. art. Vladislavou Fekete, Art.D., director (hereinafter referred to as „TI“) hereby confirm the delivery of the Author’s Work on and approval of the same:

***Anthology from the Conference “Contemporary Drama and Performative Space:
from Playwriting to Immersive Theatre”***

from the Author Nick Rongjun YU

In Bratislava on

The Acquirer:

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