

C O N T R A C T
f o r W o r k a n d L i c e n s e A g r e e m e n t

concluded in accordance with Section 65, and the following, and Section 75 of Act No. 185/2015 Coll., Copyright Law

Contracting Parties

Author:

Andrei Kureichyk
Permanent residence:

Birthdate:
Bank Name:
IBAN:
BIC:
E-mail address:

(hereinafter referred to as "Author")

and

Client:

Divadelný ústav, state contributory organization
of the Ministry of Culture of the Slovak Republic
Company ID number: 16 46 91
Registered address: Jakubovo námestie 12, 813 57 Bratislava
Statutory representative: Mgr. art. Vladislava Fekete ArtD.,
director
Account number:

E-mail address:
(hereinafter referred to as "Client")

(hereinafter referred to as "Contracting Parties")

Article I
Subject of the Agreement

The subject of this agreement are the rights and duties of the Contracting Parties in the process of creating and using the Work for the festival Nová dráma/New drama 2021; whereas the Author agrees to do the following:

creating a study evaluating the competing performances of the Nová dráma/New Drama Festival 2021

(hereinafter referred to as "the Work")

and the Client agrees to pay the Author a reward for the making and use of the Work.

Article II
Making and submission of the Work

- 1) The author shall make the Work in person and in accordance with the Client's requirements, and with due professional care, no later than on **16th October 2021**.
- 2) The Author shall submit the Work to the Client in electronic form via email sent to the address stated in the heading above.
- 3) The Client shall, within 3 days, notify the Author of any faults in the Work and provide the Author with an adequate time period to remedy them.
- 4) The Work will be considered as duly made if it does not display any faults and/or if any other/further faults listed by the Client have been removed by the Author within the provided time period.
- 5) By submitting the object by means of which the Work has been made, its ownership is transferred onto the Client.

Article III Licence

- 1) The provider grants the acquirer consent to use the works specified in Article I hereabove, in line with Section 19, para. 4 of the Copyright Law in particular, but not only in the following means:
 - a) Producing copies of the Work in printed or photographic form, in electronic form, in the form of an e-book, CD, in the Slovak language, as well as their public distribution;
 - b) Public distribution of the original of the Work, or its copy, by transferring the ownership right;
 - c) Public presentation of the Work by making the Work in public;
 - d) Public presentation of the Work by exhibiting the Work in public;
 - e) Making the Work accessible for the public on the Internet.
- 2) The Author hereby awards the Client an exclusive licence to use the Work, in unlimited scope, for the duration of the Author's ownership rights.
- 3) The Client shall not have the obligation to use the licence that has been granted to him under the provisions of this Agreement. However, the Client shall pay the Author the reward for making of the Work according to Article IV, para. 4 of this Agreement.

Article IV Remuneration

- 1) The Client shall pay the Author for the making of the Work and granting of the licence to use it remuneration – a reward in the total agreed amount of **350 €** (in words: three hundred fifty euros) transferred to the Author's bank account listed in the heading hereabove (hereinafter referred to as "reward").
- 2) The Client, being the taxable entity, and the Author as the taxpayer have agreed, in accordance with Section 43, para. 14 of Act No. 595/2003 Coll. on income tax, that they shall not apply withholding tax, and that the Author will include the remuneration under this Agreement in his own tax return, applicable in his home country.
- 3) The Author becomes eligible to receive the reward when he submits the Work to the Client duly and on time. The reward shall be payable within 30 days after the Work's approval (Annex 1).
- 4) By paying the Author's reward, all claims of the Author to use the Work according to this Agreement are considered as settled.

Article V Rights and duties of the Client

- 1) The Client is entitled to decide about the format, paper type, printing technology, the number and type of photographs, and the graphical and production details of the Work.
- 2) The Client is entitled to use the Work when promoting himself without granting the Author any claim to a reward.
- 3) The Client shall use the Work only for the purpose, and in the way and scope that is defined in this Agreement.

Article VI Rights and duties of the Author

- 1) The Author is entitled to secure a protection of his copyright to the Work, in particular the inviolability of the Work.
- 2) The Author shall not – during the exclusive licence term – grant to a third party any consent to use the Work defined in this Agreement.
- 3) The Author hereby declares that the Work is the result of his own creative activity, that he is the sole creator of the Work, and that when creating the Work he did not interfere with the rights of third parties, or give his consent to use the Work to another person. The Author shall be held responsible for any damage the Client may incur if the above statement is false.

Article VII Withdrawal

- 1) If the Author does not submit the Work within the period stipulated in Article II, para. 1 hereof to the Client, or if the Work displays faults, the Client shall be entitled to withdraw from the Agreement in writing. If the faults are remediable, the Client can withdraw from the Agreement only if the Author does not remove the faults within an adequate time period which the Client has set for this purpose.
- 2) If the provisions of Articles II and VI, para. 3 of this Agreement are breached, the Contracting Party whose rights have been violated shall have the right to withdraw from the Agreement in writing.
- 3) Agreement termination will become effective as of the moment when the termination notice is delivered to the other Contracting Party.

Article VIII Delivery of notices

- 1) Notices and documentation exchanged between the Contracting Parties shall be considered to be delivered as of the moment when they are handed over in person to the recipient, or to the person authorized to act on behalf of the recipient, or if they were delivered to the address stated by the Contracting Parties in the heading of this Agreement.
- 2) If any notice being delivered is refused to be received, the day of delivery of that notice is considered to be the day when the notice was refused to be received.
- 3) If it is not possible to deliver to the recipient a notice to the address stated in the heading hereabove, and the sender has no knowledge of any other address, this notice shall be deemed delivered after three calendar days following the return of the undelivered mail, even if the recipient, or the person authorized to act on the recipient's behalf, is not informed about this.
- 4) Any change in the address of either of the Contracting Parties shall be immediately communicated to the other Contracting Party.

Article IX Final provisions

- 1) The Agreement comes into force on the day it is signed by both Contracting Parties and becomes effective on the day following the day when it is published in the Central Register of Agreements.
- 2) The Agreement is made in two original copies and each Contracting Party shall receive one copy.
- 3) Relationships that are not governed by this Agreement shall follow the relevant provisions of the Copyright Act as well as other generally binding legal provisions.
- 4) The Agreement may be changed and modified only by means of written amendments signed by both Contracting Parties.
- 5) If any of the provisions of the Agreement are not wholly, or partly effective, and/or if they become ineffective later, this shall not have any bearing on the validity and effectiveness of the other provisions.
- 6) The Author declares that he has been informed of the processing of personal data by the Client as an operator, while the processing of the personal data of the Author as the data subject is carried out in accordance with the Regulation of the European Parliament and the EU Data Protection Council No. 2016/679 (GDPR), as well as with Act No. 18/2018 Coll. on the protection of personal data, on the legal basis of the conclusion and performance of the Agreement concluded with the Client.
- 7) The Contracting Parties hereby declare that they have read this Agreement, understood its content, agree therewith and enter into the Agreement freely, with serious intentions and without duress, and in witness thereof they attach their signatures.

In Bratislava, on

Author:

Client:

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Protocol of acceptance and approval of the work

The Theatre Institute Bratislava, Jakubovo námestie 12, 813 57 Bratislava represented by Mgr. art. Vladislava Fekete, ArtD., director (hereinafter only "DU") confirms delivering and acceptance of the following work for the festival Nová dráma/New drama 2021:

creating a study evaluating the competing performances of the Nová dráma/New Drama Festival 2021

(hereinafter referred to as "the Work")

from the author

The work was submitted electronically.

In Bratislava on

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