

## L I C E N S I N G   A G R E E M E N T

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### Contracting parties

**Author:** First name and surname: **Alina O'Shaughnessy**  
Date of birth:  
Permanent address:  
VAT ID:  
Citizenship:  
Tax residency:  
Tel./E-mail:  
Bank, account No.:  
Account  
IBAN:  
SWIFT (BIC):  
(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 photographic work** (hereinafter also referred to as the "Work") within a publication ***Súčasný tanec/Contemporary Dance. Made in Slovakia (2<sup>nd</sup> edition)*** (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 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) including of the Work into the Publication, 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 Acquirer is entitled to use the Work in the above stated manners as a whole, or only a part of the Work in a detailed cut form, and the Author declares that such modification of the Work shall not constitute violation of the Author's moral rights.
3. The Author grants the Acquirer a non-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 granting a license remuneration pursuant to valid tariffs for the use of a photographic work within publications of the Acquirer that constitute an annex hereof (Annex 1 Internal remuneration tariffs). The remuneration is payable no later than 30 days from the day of the issue of the Publication (Annex 2 Protocol on including the Work into the Publication).
2. The Author undertakes to fulfill his tax related obligations in his country in accordance with the valid Income Tax Act.
3. All the Author's claims relating to the use of the Work under the Contract herein shall be settled upon the payment of remuneration pursuant to the preceding sections of this article.

### **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 is entitled to secure protection of his author's rights to the Work, in particular the right to the integrity of the Work.
2. The Author undertakes to provide all cooperation necessary in realization of the Work.
3. 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 Montpellier, France*

*In Bratislava*

Author:

Acquirer:

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**Internal remuneration tariffs****PUBLISHING DEPARTMENT****Works of photography and image works in publications of Theatre institute**

Cover:	33 €
Whole page of a publication:	13 €
½ of a publication's page:	10 €
⅓ of a publication's page:	7 €
¼ of a publication's page:	4 €
Less than ⅓ of a page, cut:	1,60 €
Photographs from family album (regardless proportions):	6,50 €
Author's photograph on bookmark:	12 €
Drawing, copy of another work of art:	100 – 300 €

**Protocol on including the Work into the Publication**

Theatre Institute in Bratislava, Jakubovo námestie 12, 813 57 Bratislava, represented by Mgr. art. Vladislavou Fekete, ArtD., director (hereinafter referred to as "TI") hereby confirms inclusion of author's work

**photographic**

into publication ***Súčasný tanec/Contemporary Dance. Made in Slovakia (2<sup>nd</sup> edition)***

by author

In Bratislava on

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TI