

MEMORANDUM OF AGREEMENT

made this 21st day of December 2021

BETWEEN Jonathan Littell c/o Andrew Nurnberg Associates Limited, First Floor, 3-11 Eyre Street Hill, London EC1R 5ET, UK and Andrew Nurnberg Associates Prague, Jugoslávských partyzánů 17, 160 00 Praha 6, Czech Republic, their successors and assigns (hereinafter called the Proprietor) of the one part

AND Slovenské národné divadlo, Pribinova 17, 819 01 Bratislava, Slovakia (hereinafter referred to as “the Producer”), their successors and assigns (hereinafter called the Producer) of the other part

WHEREBY it is mutually agreed as follows regarding the Play entitled:

LES BIENVEILLANTES **by Jonathan Littell**

(hereinafter referred to as “the Play”)

1. The Proprietor hereby grants to the Producer the non-exclusive right to perform the Play **until 30th June 2022**, in the **Slovak** language in **Slovenské národné divadlo**.

Should the Producer wish to extend the license period, the terms shall be agreed in writing between the Proprietor and the Producer in advance. Any requests for further performances must be given at least 30-60 days in advance.

2. The Producer assumes all risks and responsibilities in connection with the production and presentation of the Play. All expenses of any kind or nature in connection with the production and presentation of the Play shall be borne entirely by the Producer. The Producer hereby agrees to indemnify and hold harmless the Proprietor from and against any and all charges, costs, expenses, risks and liabilities that the Proprietor may incur because of any demands or claims made against either of them by reason of the making of or production or presentation of the Play.

3. The Producer shall produce and present the Play only with living actors in the immediate presence of the audience and the production shall not be preserved or presented in whole or in part by film, television, videotape, or audio-visual devices such as video cassettes, streaming, cartridges, and discs, or other similar audio-visual devices whereby the play can be produced and/or projected be television receivers or transmitted by television, radio or any manner now or hereafter devised. The Producer may not print or publish any part of the Play except in the programme. It is expressly agreed that the Producer may not put any parts of the Play on the Internet except for short extracts on their website for promotion and advertising purposes.

4. In consideration of the rights granted above, the Producer shall pay to the Proprietor a non-returnable advance of **€800 (eight hundred Euros)**, due upon execution of this Agreement, against **Seven Percent (7%)** of gross box office receipts received by Producer in connection with performances of the Play.

“Gross box office receipts” shall mean all gross charges for admissions to performances of the Play from all sources whatsoever and without any deductions therefrom.

5. Payment due under the terms of this Agreement shall be made by direct bank transfer for the gross amount **free of all bank charges** to Andrew Nurnberg Associates Int.- Prague client, . The Producer shall simultaneously provide a copy of the bank transfer advice note to Andrew Nurnberg Associates Prague.

Royalties will be paid within two (2) months of the final performance of each season and shall be accompanied by the Producer’s certified box office statements.

6. In all programs as well as in all advertising and promotional materials, the Proprietor shall receive billing, in substantially the following manner:

LES BIENVEILLANTES

by

Jonathan Littell

The Proprietor's billing shall appear on a separate line below the title of the Play, whenever and wherever the title of the Play appears, in the same color and style of type as that given to the title and shall be no less than 50% of the size of the title. No other name which receives billing shall be in a size larger than that of the Proprietor.

A biography of the Proprietor shall appear in all programs and press materials where any other artist receives a biography. An approved bio shall be provided by **Andrew Nurnberg Associates** or the Proprietor. Any cuts or changes made to this version must be pre-approved by the Proprietor.

7. All subsequently printed reviews will be sent to the Proprietor at the time of publication.

8. The Producer acknowledges the Proprietor's right to be present for auditions, rehearsals and performances of the Play. The Producer agrees to notify the Proprietor about the date when the Play goes into rehearsal for its first production hereunder and the opening night of the Play, and the Producer will guarantee the Proprietor or his representatives two free tickets for any performance date of the Proprietor or his representatives request such tickets at least ten days in advance of such date.

9. The Producer agrees to keep and maintain true and accurate books and records of account in connection with the financial receipts of the Play and hereby grants to the Proprietor or Proprietor's representatives the right during normal business hours to inspect, audit and copy such books and records for the purposes of determining the accuracy of the payments. Should such audit reveal an underpayment of greater than 10% to the Proprietor, the Producer shall bear the cost of said audit.

10. Neither this Agreement, nor any of the rights hereunder, may be assigned without the Proprietor's prior written consent.

11. In the event of any alleged default hereunder, the party claiming such default shall give written notice thereof to the other setting forth the details thereof and giving such other party ten (10) days in which to cure said default.

12. All notices to any party hereunder shall be in writing and shall be deemed given when personally delivered or five days after when mailed by first-class mail or one day after when mailed by express courier or when transmitted and confirmed by fax. Copies of all notices to the Proprietor shall be sent to the Agency address above.

13. This Agreement shall be governed by the laws and procedure of England and the High Court in London shall be the Court of Jurisdiction. In the case of a breach of contract by the Producer, the Proprietor may elect to proceed against the Producer according to the laws of the defendant's home courts.

14. All rights of the Proprietor, except those expressly granted in writing hereunder, are reserved.

AGREED AND ACCEPTED:

For the Proprietor:

AGREED AND ACCEPTED:

For the Producer:

Mgr. art. Matej Drlička, ArtD.
Director general SND

Mgr. art. Miriam Kičiňová, ArtD.
Director SND Drama Company
