



Agreement

Between UNIVERSAL EDITION AG

Seat: Forsthausgasse 9, 1200 Wien
Legal representative: Irene Baumann
Legal form: Aktiengesellschaft (= public limited company)
Identification number: FN73843v
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Telephone: +43-1-337230
e-mail: customer-relations@universaledition.com

(hereinafter called the Licensor)

as publisher of the work in question which holds the copyright and administers the authors rights on behalf of the authors Karol Szymanowski and Jaroslaw Iwaszkiewicz

and the

State Theatre Košice

Seat: Hlavná 58, 042 77 Košice
Legal representative: Mgr. art. Andrej Šoth, ArtD.
Founder: Ministry of Culture of the SR, Founding charter No: **MK6556/2021-110/18558**
Legal form: state subsidized organization
Identification number: 312 99 512
Tax identification number: 2021469758
VAT identification number: SK2021469758
Bank contact: State Treasury
IBAN: SK85 8180 0000 0070 0007 0481/ SK35 8180 0000 0070 0024 0452
Telephone: +42-055-2452 205
e-mail: opera @ sdke.sk

(hereinafter called the Licensee)

Whereby it is agreed as follows:

1. The Licensor hereby grants to the Licensee the right to perform

Karol Szymanowski
Król Roger
Libretto by Karol Szymanowski and Jaroslaw Iwaszkiewicz

in **Polish language** on the stage of **State Theatre Košice** for **at least 4 guaranteed performance(s)** in the **season 2022/23 (premiere planned for November 2022)**.

The present license is valid from 01.09.2022 to 30.06.2023.

2. The Licensor will supply on hire to the Licensee and the Licensee shall hire from the Licensor the musical material for the purpose of the said performance(s). The music material is supplied to the Licensee on hire from the date of the entering into force of the present license and hire agreement to 30.06.2023. The License granted in Point 1 hereof is strictly limited to the performance(s) specified above and shall not be deemed to comprise the right to broadcast the same by radio or television or to produce any sound or audio-visual recording, like gramophone records, discs, magnetic tape, cassette, film or video (home video), or any other existing or future process of reproduction.

However, the Licensee is allowed to present an excerpt from the work as audio or audiovisual recording with a duration of up to 3 (three) minutes on the internet website and social media channels (YouTube and social networks) of the Licensee for promotional purposes in the season 2022/23. Any further exploitations of an audio or audiovisual recording require a separate license agreement.

3. The present Licence is personal to the Licensee and shall not confer upon the Licensee the right to allow a third party to give theatrical or other performances of the said work.
4. The Licensee agrees to perform and produce the said work in accordance with the score unless otherwise agreed upon between the parties. Any adaptation of the music or libretto without prior written permission from the Licensor is strictly prohibited and is liable to prosecution as an infringement of copyright.
5. The musical material shall be used solely and exclusively for the purpose of the stage performance of the said work during such period as is set out in Point 1 hereof. The Licensee undertakes not to copy any part or parts of the material nor to permit the musical material to leave their custody or to be used or copied by third parties.
6. In consideration of the Licensor granting the present License and furnishing the musical material to the Licensee as herein before provided, the Licensee agrees to pay to Licensor the following sums, viz:

in respect of the performing rights:

- For performances without state-mandated restrictions of the State Theatre Košice's seating capacity: **EUR 500,00 per performance** plus VAT
- For performances for which the State Theatre Košice's seating capacity is restricted to 50 % by state mandate: **EUR 250,00 per performance** plus VAT

- For performances for which the State Theatre Košice's seating capacity is restricted to less than 50 % by state mandate: **EUR 125,00 per performance** plus VAT
- Cancellation fee for performances which are cancelled for reasons relating to the Covid-19 pandemic, without a state mandated prohibition of public performances being in place: **EUR 125,00 per performance** plus VAT

in respect of the Hire and Use of the Musical Material: **EUR 1.850,00** for the season 2022/23 plus VAT.

The Licensee (contact person: Zuzana Kundrátová, e-mail: zuzana.kundratova@sdke.sk) will notify the Licensor per email at customer-relations@universaledition.com at the beginning of each quarter (i.e. on 01.09., 02.01., 01.04.) about the performing dates for "Krol Roger" for this quarter.

In the event of state-mandated restrictions of the seating capacity, state-mandated prohibitions of public performances or cancellations of performances, the Licensee (contact person: Zuzana Kundrátová, e-mail: zuzana.kundratova@sdke.sk) will notify the Licensor accordingly per e-mail at customer-relations@universaledition.com as soon as this information becomes available.

In the event that all performances specified in item 1 of this agreement are cancelled and the reasons for such cancellation lie within the sphere of the Licensee, the Licensor shall be entitled to demand from the Licensee 50 % of the rental payments due pursuant to item 7 of this agreement despite the cancellation of the performance if the material pursuant to item 2 and 6 has already been delivered at the time of cancellation.

This shall also apply in the event that the cancellation of the performances is in whole or in part caused by or due to events or occurrences beyond the control of both contractual parties. Such events or occurrences include force majeure and other events beyond human control.

7. The Licensee will effect payment of the material hire fees on receipt of invoice within 30 days net. The invoice will be issued after of the entering into force of the present agreement in the month in which the first performance takes place.

The Licensee (contact person: Anna Matusáková Schnürerová, e-mail: anna.schnurerova@sdke.sk) will report all performances which took place quarterly on 31.12, 31.03., 30.06. and 30.09. per e-mail to customer-relations@universaledition.com. The invoice for the royalties will be issued on receipt of these reports and is payable on receipt of invoice within 30 days net.

8. The Licensee shall bear all costs for procurement and delivery of the music material and he agrees to return the musical material at his own expense to the Licensor within fourteen days from the date of the expiry of the present Licence, complete and in good condition, fair wear and tear excepted. The Licensee shall be liable to the Licensor for the value of the musical material or any part thereof in the event of the of the material being damaged or lost or destroyed, howsoever caused and notwithstanding that such damage, loss or destruction may be due to any cause beyond the Licensee's control. The liability of the Licensee in this respect shall commence at the date of the dispatch of the musical material by the Licensor and shall terminate upon its safe return to the Licensor after use.



9. Acknowledgement shall be made in the printed programme as follows:

**By arrangement with UNIVERSAL EDITION AG, Vienna,
www.universaledition.com**

10. The Licensee agrees to supply the Licensor with two complimentary tickets per performance, if so requested.
11. This agreement shall be governed in all respects by Austrian law, place of jurisdiction Vienna.
12. This Agreement is made in English and Slovak language versions. Both language versions are considered equally authentic. In case of discrepancies between these language versions the interpretation of the English language version shall prevail.
13. This Agreement shall enter into force on the day of its signing by both Contracting Parties and shall take effect on the day following its first publication in the Central Register of Contracts (www.crz.gov.sk), maintained by the Office of the Government of the Slovak Republic.

UNIVERSAL EDITION AG

State Theatre Košice

Irene Baumann
Vienna,

Mgr. art. Andrej Šoth, ArtD.
Košice