

## CONTRACT

### on the production of work and conferring a license to its usage

concluded according to provisions of § 65 and following and § 75 of Act No. 185/2015 Coll.

(hereinafter only "Copyright Law")

**Employer/Acquirer:** Theatre institute in Bratislava (Divadelný ústav v Bratislave)

residence: Jakubovo námestie 12, 813 57 Bratislava

represented by: Mgr. art. Vladislava Fekete, director

legal form: contributory organization MK SR

Organizational ID: 164691

bank connection:

(hereinafter only "DU" on one side)

and

**Author:** Darko Lukić

permanent residence:

birthday:

Bank Acct. Name:

Bank Acct. number:

Bank Name:

Bank Branch Address:

Swift Code:

e-mail:

(hereinafter only "author" on the other side)

conclude this contract on the production of the work and conferring a license to its usage:

#### art. I.

##### Subject of the contract

The subject of the contract is **creating a lecture (Theory Event) *Inclusive Performative Practices and Applied Theater in Croatian contemporary Theater* and it's presentation on 16th May 2018** (hereinafter only „work”) which the author obliges to produce for The Theatre Institute Bratislava in the framework of Focus Croatia during Nová drama/New Drama Festival 2018 between 14 and 19 May 2018 and the conference of a license to its usage.

#### art. II.

##### Production and delivery of the work

1. The author obliges to produce the work by himself and deliver it in electronic form no later than 1st May 2018 and present it on 16th May 2018 at 10.00 a.m. in Studio 12, Bratislava.
2. In case that the author uses the work of another author at the production of the work, he is obliged to immediately inform DU of this fact, and DU will determine further steps.
3. DU obliges to inform the author of the approval of the work no later than 3 days after the day of its delivery. After vain expiration of this period, the work is considered approved.

#### art. III.

##### License

1. The Author grants license to the Acquirer for the use of the Work under Sec. 19 (4) Copyright Act, in particular the following types of use:
  - a) public performance of the work,
  - b) making the work accessible in electronic form.

2. The Author grants the Acquirer an exclusive license with unlimited scope for the duration of the Author's property rights.

#### **art. IV.**

##### **Author's compensation**

1. DU obliges to pay the author for the producing of the work and the usage of the license by the means and in the scope according to art. III. of this contract the author's compensation in the amount of **150 € (onehundred fifty Euros)**.
2. The compensation is due no later than 30 days after the work's approval confirmed in the protocol according to art. II. para. 5 in the form of a bank transfer. In case of not meeting this deadline, the author is allowed to claim the payment of delay interest in the amount of 0.05% of the agreed author's compensation for every started day of delay.
3. By the payment of the author's compensation according to para. 1 of this article, all author's claims for the production of the work and its usage in the scope according to art. III. are settled. The contract and the payment includes the travel expenses.

#### **art. V.**

##### **Rights and responsibilities of the contractual parties**

###### **1. DU**

- 1A DU is allowed to:
  - a) use the work at its promotion without the author's claim of compensation,
- 1B DU is obliged to:
  - a) provide the author the necessary cooperation with the production of the work,
  - d) provide the Slovak translation of the presentation,

###### **2. Author**

- 2A The author has the right to:
  - a) within reasonable period provided by DU prior to realization and promotion of the work, carry out the author's editing by such alterations to the work which do not cause DU to feel the need to incur unreasonable costs or which do not change the work's nature,
  - b) securing the protection of his copyright (author's rights) to the work, mainly upholding the right to author's labeling (heading) and the right to the work's inviolability.
- 2B The author is obliged to:
  - a) attend the presentation in English language.
  - c) guarantee to DU that all rights he confers by this license agreement belong to him without limitations and that he is liable for damages to DU resulting from the inaccuracy of this claim.

#### **art. VI.**

##### **Termination of the contract**

1. DU has the right to terminate the contract, if the author does not re-produce the work according to the DU's requirements, or if the author, without a weighty reason, did not deliver the work properly even in the additional period. If DU, resulting from the second reason, does not use the option of terminating the contract, it may reduce the author's compensation by 0.1% for every started day of delay.
2. The author may terminate the contract and demand the return of the work's original, if DU does not allow him to carry out the author's editing of his work, or if the work were used by means decreasing its value.

#### **art. VII.**

### **Special provisions**

1. By delivering the means, by which the work is expressed, its ownership right is transferred onto DU.
2. According to the valid income tax act, the author will fulfil his tax liability in his country.
3. The both parties agreed that the juridiciary system relevant for this agreement will be legal system of the Slovak Republic

### **art. VIII.**

### **Final provisions**

1. This Agreement becomes valid on the day of its signing by both sides and comes into effect on the day following its publication in the Central Registry of Contracts.
2. Any amendments and supplements to this agreement must be in written form and must be signed by both contractual parties.
3. All other rights and responsibilities resulting from this contractual relation are governed by the provisions of the Copyright Act or the Civil Code of the Slovak Republic.
4. Rights and responsibilities according to this contract are transferred onto the successors of both contractual parties.
5. In accordance with the Act No. 546/2010 Coll. amending the Act No. 40/1964 of the Civil Code as amended in latter provisions amending and supplementing some acts, the 2<sup>nd</sup> Party to this Agreement agrees with publishing the contract on the Website of the Theatre Institute, the Central Register of Contracts, and in the Commercial Bulletin. In the case of disagreement the Contractual Party to this Agreement is cognizant that such agreement is invalid.
6. Invalidity of one of the provisions does not cause the invalidity of the entire contract, unless this concerns a fact with which the law connects these effects.
7. All disputes occurring in relation to this contract, as the contractual parties oblige, will be resolved, above all, by a mutual agreement.
8. The contractual parties have agreed that the contents of this contract – not, however, its existence – is confidential and therefore bind not to disclose, declassify and provide it to third parties without the consent of the other contractual party, with the exception of subjects who are entitled to this right by the law.
9. The contractual parties declare that the contract was not concluded in distress under notably disadvantageous conditions, that they have understood its individual provisions and these are the expression of their true, serious and free will, and they oblige to willingly fulfil them, which they acknowledge by their authentic signatures.

In Bratislava on

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DU

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author