

CONTRACT
on the production of work and issuing a license for its usage

concluded in accordance with the provisions of § 65 and the 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 of the Ministry of Culture of the Slovak
Republic
Organizational ID: 164691
VAT registration: 2020819921
bank connection: State treasury:
(hereinafter only "DU" on one side)

and

Author: Jessica Kaahwa

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 issuing a license to its usage:

art. I
Subject of the contract
The subject of the contract is creating:
a lecture

which the author obliges to produce for the Theatre Institute Bratislava and 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 person on 18 May 2018.
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.

4. In case that the work does not meet the DU requirements even after an additional period provided to the Author by DU for this purpose, DU has the right to subtract its costs of reworking or formal modification of the work from the agreed Author's compensation.
5. DU is allowed to use the work only on the basis of the confirmation of the work's approval, whose date it will note on the transmittance protocol.
6. In case of returning the work to the Author for re-producing, the period for paying out the Author's compensation starts from the work's approval date.

art. III

Means of using the work and scope of the license

1. The Author issues to DU the exclusive license to all known and accessible means of usage of the work resulting from the nature of the work itself, mainly, but not limited to:
 - a) producing copies of the work in printed or photographic form and their public distribution,
 - b) public distribution of the work's copies by sale or another form of transfer of the ownership right,
 - c) public distribution of the work's copy by lease or borrowing,
 - d) public display of the work,
 - e) public performance of the work,
 - f) making the work accessible in electronic form.
2. The Author issues a license to DU in accordance with para. 1 with no claim to compensation, in an unlimited scope and for an indefinite period of time.

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 **250 € (two hundred fifty euros)**.
2. The Author hereby declares that his tax residency is the Republic of Uganda, which is not included in the list of contractual countries of the Ministry of Finance of the Slovak Republic. The Author shall submit to the employer a confirmation of the location of tax residency – issued by a relevant tax administrator – no later than on the due date of the compensation payment.
3. The contractual parties have agreed that the income gained on the basis of this contract will become – assuming the conditions in para. 2 are met – an object of the tax as defined by regulations valid in the Republic of Uganda, i.e. it will not be an object to apply withhold income tax to in line with the regulations valid in the Slovak Republic.
4. The Author is aware and explicitly agrees that the Employer is entitled to deduct the respective amount of income tax defined in para. 1 and article V, 2B item a) in line with valid legal regulations of the Slovak Republic, if the tax residency is not proved, as of the day of the compensation payment.

5. 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 and on the basis of this contract which is a tax document.
6. 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.
7. 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.

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,
 - b) provide with free tickets for performances at Nová dráma / New Drama 2018,
 - c) provide free accommodation from 13 to 20 May 2018,
 - d) provide the Slovak translation of the presentation,
 - e) provide the flight ticket.

2. Author

- 2A The Author has the right to:
- a) within a 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) secure the protection of his copyright (Author's rights) to the work, mainly upholding the right to Author's labelling (heading) and the right to the work's inviolability.
- 2B The Author shall:
- a) perform the presentation in English.
 - b) 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.
 - c) reserve the right – in case of sudden insurmountable obstacles that he could not have predicted or avoided (sudden disease, injury) – to announce that the presentation will be cancelled at least 3 days prior to his flight.
 - d) pay the organizer for all incurred expenses related to his travel.
 - e) in case of force majeure cancellation (e.g. a natural disaster), for which neither of the contracting parties can be held responsible, the parties do not provide any compensation to each other. Both contracting parties will be entitled to terminate the contract and each party will cover its own costs.

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 fulfill his tax liability in his country.

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 second 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 fulfill them, which they acknowledge by their authentic signatures.

In Bratislava on

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DU

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Author

Divadelný ústav v Bratislave, Jakubovo námestie 12, 813 57 Bratislava, zastúpený Mgr. art. Vladislavou Fekete, Art.D., riaditeľkou (ďalej len „DÚ“) týmto potvrdzuje odovzdanie a schválenie autorského diela:
Vytvorenie odbornej štúdie na medzinárodnú konferenciu Divadlo v konfliktných zónach 17. mája 2018

od autora **Jessica Kaahwa**

V Bratislave dňa

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DÚ