

LICENCE AGREEMENT

Contracting Parties

Author: Name and surname: **HENRY BONGYEREIRWE**
Birth registration number / Tax identification number:
Permanent residence:
Citizenship:
Tel./Fax./E-mail:
Bank:

Account #:

IBAN:

(hereinafter referred to as "Author")

and

Purchaser: Name: **Divadelný ústav**, state contributory organization
of the Ministry of Culture of the Slovak Republic
Company ID number: 16 46 91
Registered address: Jakubovo námestie 12, 813 57 Bratislava
Statutory representative: Mgr. art. Vladislava Fekete ArtD., director
Account number:
(hereinafter referred to as "Purchaser")

(hereinafter referred to as "Contracting Parties")

conclude, in accordance with Section 65 and the following of Act No. 185/2015 Coll., the Copyright Act, this
Licence Agreement (hereinafter referred to as "Agreement")

Article I

Subject of the Agreement

The subject of this Agreement is the award of a licence to the Purchaser to use the Author's photographic work – **one photo of Seeking refuge away from conflict – South Sudan**. (hereinafter referred to as "Work") in the visual material of the Nová dráma/New Drama 2018 festival (hereinafter referred to as "Publication").

Article II

Manner of the use of the Work and the scope of the Licence

- 1) The Author shall award the Purchaser a licence to use the Work in accordance with Section 19 para. 4, especially in the following manner:
 - a) producing copies of the Work in printed or photographic form, in electronic form, and their public distribution,
 - b) making the Work accessible for the public on the Internet,
 - c) public distribution of the original of the Work, or its copy, by selling it, or by other forms of transferring the ownership right,
 - d) public distribution of the original of the Work, or its copy, by renting or loaning,
 - e) including the Work in the Publication, merging the Work with another work, or including the Work in other work or database,
 - f) public exhibition of the Work,
 - g) public performance of the Work,
 - h) making the Work accessible for the public.
2. The Purchaser is entitled to use the Work in the manners stated above as a whole, or use only a part of the Work as a cut-out detail; the Author declares that such adjustment of the Work shall not be deemed to be an

interference with the Author's personal rights.

3. The Author hereby awards the Purchaser a non-exclusive licence to use the Work, in unlimited scope, for the duration of the Author's ownership rights.

Article III

Remuneration

1. The Purchaser shall pay the Author a reward in the amount of **60 euros** (sixty euros) for the awarding of the licence. The reward shall be payable within 30 days from the day when the Work is published.
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 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. By paying the author's reward in line with the above paragraphs of this Article, all claims of the Author to use the Work according to this Agreement are considered as settled.

Article IV

Rights and duties of the Purchaser

1. The Purchaser is entitled to decide about the format, paper type, printing technology, and the graphical and production details of the Work.
2. The Purchaser is entitled to use the Work when promoting it without granting the Author any claim to a reward.
3. The Purchaser is entitled to grant a third person the right to use the Work in the scope of the awarded Licence. By signing this Agreement, the Author grants the Purchaser consent to assign the Licence. The Purchaser shall inform the Author about assigning the Licence, as well as about the assignee without unnecessary delay, but no later than 30 days after the Licence is assigned.
4. The Purchaser shall use the Work only for the purpose, and in the way and scope that is defined in this Agreement.

Article V

Rights and duties of the Author

1. The Author is entitled to secure a protection of his copyright to the Work, in particular the inviolability of the Work.
2. The Author shall provide the Purchaser with necessary cooperation when performing the Work.
3. The Author hereby declares that the Work is the result of his own creative activity, that he is the sole creator of the Work, and that when creating the Work he did not interfere with the rights of third parties, or give his consent to use the Work to another person. The Author shall be held responsible for any damage the Purchaser may incur if the above statement is false.

Article VI

Termination of the Agreement

1. The Licence Agreement is terminated when the licence period terminates, or when a Contracting Party withdraws from the Agreement.
2. If the provisions of Article III, item 1 and Article V, item 3 of this Agreement are breached, the Contracting Parties, the Contracting Party whose rights are violated shall have the right to withdraw from the Agreement in writing. Agreement

termination will become effective as of the moment when the termination notice is delivered to the other Contracting Party.

Article VII

Delivery of notices

1. Notices and documentation exchanged between the Contracting Parties shall be considered to be delivered as of the moment when they are handed over in person to the recipient, or to the person authorized to act on behalf of the recipient, or if they were delivered to the address stated by the Contracting Parties in the heading of this Agreement.
2. If any notice being delivered is refused to be received, the day of delivery of that notice is considered to be the day when the notice was refused to be received.
3. If it is not possible to deliver to the recipient a notice to the address stated in the heading hereabove, and the sender has no knowledge of any other address, this notice shall be deemed delivered after three calendar days following the return of the undelivered mail, even if the recipient, or the person authorized to act on the recipient's behalf, is not informed about this.
4. Any change in the address of either of the Contracting Parties shall be immediately communicated to the other Contracting Party.

Article VIII

Final provisions

1. The Agreement comes into force on the day it is signed by both Contracting Parties and becomes effective on the day following the day when it is published in the Central Register of Agreements.
2. The Agreement is made in two original copies and each Contracting Party shall receive one copy.
3. Relationships that are not governed by this Agreement shall follow the relevant provisions of the Copyright Act as well as other generally binding legal provisions.
4. The Agreement may be changed and modified only by means of written amendments signed by both Contracting Parties.
5. If any of the provisions of the Licence Agreement are not wholly, or partly effective, and/or if they become ineffective later, this shall not have any bearing on the validity and effectiveness of the other provisions.
6. The Contracting Parties hereby declare that they have read this Agreement, understood its content, agree therewith and enter into the Agreement freely, with serious intentions and without duress, and in witness thereof they attach their signatures.

in Bratislava,

Author:

Purchaser:

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