

## License Agreement

concluded pursuant to § 65 et seq. of the Act no. 185/2015 Coll. the Copyright Act (Copyright Act) as amended (hereinafter referred to as the “Agreement”)

between the following Parties:

**Provider:** Gemmy Woud-Binnendijk  
Registered address: De Horik 7, 5807 CJ Oostrum, Netherlands

KVK: 652017924  
VAT: NL162588653B04  
Represented by: Gemmy Woud-Binnendijk  
Contact email address: info@gemmywoudbinnendijk.nl

(hereinafter referred to as the “**Provider**”),

exercising copyright to the works of the author:

**Gemmy Woud-Binnendijk** – author of the work:

(hereinafter referred to as the “**Author**”)

and

**Acquirer:** Slovak National Theatre (Slovenské národné divadlo – SND)

Registered address: Pribinova 17, 819 01 Bratislava  
Identification number: 00164763  
Tax ID: SK 2020829954  
Represented by: Mgr. art. Marián Chudovský, SND General Director  
Mgr. art. Michal Vajdička, SND Drama Director

(hereinafter referred to as the “**Acquirer**”)

for the use of the work **photographic reproductions** – “yayana, frederik, sebastiaan, nikki & Isa” authored by Gemmy Woud-Binnendijk (hereinafter referred to as the “work”), under the terms and conditions stipulated in this Agreement.

### Article I

#### Subject of the Agreement

The subject of the Agreement is the provision of the licence to the Acquirer for the use of the work in relation to the Acquirer’s production: Gerhart Hauptmann: Before Sunset , in the manner and under the terms set forth herein and the definition of related copyright relations.

### Article II

#### Licensing

1. The Provider grants to the Acquirer the *non-exclusive* licence in the following extent:

##### Intended use:

- a) using of work, inclusion of the work to the production and also join work with another work, as a part of the performance of the SND and as a part of the set designs of the Acquirer’s production: Gerhart Hauptmann: Before Sunset by the Acquirer, including presentation and promotional activities of SND
- b) public performance/using of the work in live performance, public transfer of the work

- c) creating copies of the copyright work or its parts, public disclosure of the work or its copies, processing, customization of the work in relation to the public performance of the work within a production, as well as in respect to the presentation and promotional activities of SND,

<b>Subject scope:</b>	unlimited number of performances
<b>Time period:</b>	from 4 April 2018 to 31 December 2018
<b>Territorial scope:</b>	unlimited

2. In addition to the method under paragraph 1 of this Article, the Acquirer shall be entitled to use the work in the following ways and to the extent indicated:
  - a) incorporation of the work or its part into an audio-visual work, production or other work, including a combination with other works within such an audio-visual work, production or other work; including the use of a part of an audio-visual work or other work by the means of a public transmission of a work (work broadcasting, retransmission, making the work accessible to public, while such audio-visual work or other work can be used for the presentation/promotion of theatrical production performances
  - b) production of copies of the work in the form of a record of the public performance of the work within a theatrical production specified in more detail in the introductory part of the Agreement, for the purpose of promotion, archiving and/or documentation by the Acquirer
  - c) public transmission of the work within a public transmission of the theatrical play production (or its part) specified in more detail in the introductory part of the Agreement, performed through screens and/or similar devices located in the theatre (or other cultural facility), in which the production is publicly performed at the same time
  - d) public performance of an audio-visual work under Article II paragraph 2 (a) of the Agreement through screens and/or with such performance of related devices located in the theatre (or other cultural facility), in which the production is or will be publicly performed
  - e) incorporation of the work into the database
  - f) use of the work in promotional materials to the Acquirer's production and public distribution of such a work copy by sale or other form of ownership right transfer
  - g) a combination of the work with other work for the purpose of production and promotion of production and SND activities
3. The Acquirer is entitled, but not obliged, to use the licence or exercise individual rights of the licence.
4. The Provider grants to the Acquirer the consent to sublicense.
5. The licence under this article of the Agreement shall accordingly apply also to any work derivative including its copies, if originated by exercising any of the relevant rights.

### **Article III Licence Fee**

1. The Acquirer undertakes to pay the for the license (consent) to use the Work total amount of EUR 250,- btto.
2. Remuneration in accordance with paragraph 1 of this Article is payable upon an invoice issued by the Provider and delivered to the Acquirer by the register mail in the account provided by the Provider in the preamble to this Agreement, in the case of fulfillment of the terms and conditions stipulated by this Contract. The Parties to the Agreement have agreed that invoice is due 30 days after delivery of the invoice to the Acquirer.
3. Should the invoice fail to contain the requirements of law regulations and this Contract, the Acquirer shall be entitled to send the invoice back to the Provider without payment. In such case, the period of invoice maturity shall cease to lapse and it shall start on the day of delivering a corrected (new) invoice meeting the requirements of generally binding legal regulations and this Contract

### **Article IV Special Provisions**

1. The Acquirer shall, when exercising the rights under this Agreement, protect all personal rights of the Author, including protection against any derogative use of the work by the Acquirer in relation to the entitlements of the Acquirer under the Agreement and to the Acquirer's actions.

2. The Acquirer is entitled to sublicense or to assign a licence without the Provider's consent, due to the Article II of the Agreement.
3. The Provider undertakes to provide necessary cooperation to the Acquirer.
4. The Provider declares that he is fully licensed under this Agreement and that he / she owns all rights to grant a license under this Agreement.

#### **Article V Withdrawal from the Agreement**

1. The Provider is entitled to withdraw from the Agreement in the following cases:
  - (i) the Acquirer violates the scope of the licence defined in Article II of the Agreement and fails to remedy such violation even within an additional reasonable period (at least 30 days), provided to it by the Provider by a written notice/request.
  - (ii) The Acquirer uses the work in a manner that reduces its value and fails to remedy such violation even within an additional reasonable period (at least 30 days), provided to it by the Provider by a written notice/request.
2. The Acquirer is entitled to withdraw from the Agreement, if the Provider breaches his obligation under this Agreement and / or if any of the Provider's statements under the Agreement ( especially Article IV, paragraph 4 of this contract) prove untrue.
3. Withdrawal from the Agreement shall take effect on the date of delivery of the withdrawal notice to the other Party.

#### **Article VI Final Provisions**

1. This Agreement is executed in three (3) copies, while the Provider receives one (1) copy and the Acquirer receives two (2) copies. Any amendments and supplements to the Agreement shall be in the form of a written and numbered amendment to the Agreement.
2. This Agreement shall be governed by the Slovak law and legal relations not covered by this Agreement shall be governed by legal regulations effective in the territory of the Slovak Republic. Relations of the Parties shall be governed by the provisions of Act no. 185/2015 Coll. the Copyright Act and the Civil Code as amended. In the event of a legal action the Parties agree that the competent court will be the Acquirer's general court.
3. This Agreement shall become valid on the date of its signature by both Parties and shall enter into force on the day following the date of its publication pursuant to a special regulation, § 47a of Act no. 40/1964 Coll. the Civil Code and Act no. 211/2000 Coll. on Free Access to Information.

In ..... on.....

In Bratislava on .....

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Provider

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Mgr. art Marián Č h u d o v s k ý  
SND General Director

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Mgr.art. Michal Vajdička  
SND Drama Director