## Memorandum of an Agreement dated

between

**Nick Hern Books Ltd**, 49a Goldhawk Road, LONDON W12 8QP, UK (the Proprietor) on behalf of Peter Brook and **Theatre Institute in Bratislava**, [address Jakubovo námestie 12, 813 57 Bratislava, Slovak Republic] (the Publisher) concerning

## TIP OF THE TONGUE (the Work) by Peter Brook (the Author)

- 1. The Proprietor grants to the Publisher the exclusive right to publish the Work in the Slovak language in print and in ebook throughout Slovakia and the Czech republic and to control subsidiary rights in Slovak as specified below for a period of five (5) years from the date of this agreement, except that the Publisher may sell any remaining stock but not reprint after the five years have elapsed. The Proprietor also grants the Publisher the right to translate the text on the cover of the Proprietor's edition. All rights not specifically granted to the Publisher shall belong to the Proprietor.
- 2. The Publisher agrees to commission a translation into Slovak at the Publisher's own expense and to publish it within eighteen (18) months of the date of this Agreement. Failure to do so will mean that the rights herein granted to the Publisher shall revert to the Proprietor and this Agreement shall terminate except that the Proprietor shall be entitled to retain all payments made by the Publisher.
- 3. The Publisher shall pay a fee of €250 (two hundred and fifty euros) for the right to print up to 500 copies of the Work and €100 (one hundred euros) for the right to publish the Work as an ebook. Both sums are payable on signature of this agreement by both parties.
- 4. The Publisher shall control the following rights in the Slovak language paying to the Proprietor the percentage indicated of monies received as royalty or fee for the use of the Work in any of these forms:
- a. first serial (50%),
- b. second serial (50%),
- c. condensation (50%),
- d. excerpt permission (50%),
- e. photocopying (50%).
- f. book club editions (50%)

With regard to (a), (b), (c), and (f) above, rights may be licensed only after consultation with the Proprietor.

- 5. The rights granted shall revert automatically to the Proprietor fifteen years after the date of this Agreement, unless renewed by mutual consent.
- 6. The translation of the Work shall be made by a competent translator who may add explanations or make slight modifications in the original text of the Work to achieve a more accessible translation. Such explanations and

modifications shall not materially change the meaning or otherwise materially alter the text.

- 7. The Publisher agrees to print the English title and copyright notice in the English language on the verso of the title page on every copy of the Work exactly as it appears in the original English language edition. The Publisher also undertakes that the name of the Author shall appear with due prominence on the title page and the cover of every copy produced and on all advertisements issued.
- 8. The Publisher shall send six (6) free copies of the Publisher's edition to the Proprietor immediately on first publication and two (2) copies of any subsequent edition.
- 9. This Agreement shall terminate and rights revert to the Proprietor if:
- a. The Publisher fails to publish the Work
- b. The fees are not paid according to Clause 3.
- c. The Publisher goes into administration or liquidation other than a liquidation for the purposes of reconstruction.
- d. The Publisher fails to fulfil or comply with any of the provisions of the Agreement within one month after written notification from the Proprietor of such failure.
- 10. The Publisher shall refer all orders for and enquiries about the Work not in Slovak to the Proprietor, who shall in turn refer to the Publisher all orders for and enquiries about the Work in Slovak.
- 11. The Publisher hereby absolves the Proprietor of any responsibility for any legal or state action arising from the publication of the Work in the Slovak language, if such publication has materially changed the meaning or otherwise altered the original text.
- 12. Any disputes arising from this Agreement shall be subject to the laws of the United Kingdom.

For and on behalf of Theatre Institute of Bratislava For and on behalf of Nick Hern Books Ltd

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