

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

VAT registration: 2020819921

bank connection:

(hereinafter only "DU" on one side)

And

Author: Gianina Cărbunariu

Permanent residence:

Date of birth:

Bank connection:

Swift address:

IBAN:

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/ an introduction for the festival catalogue (length: 5400-9000 symbols) to be delivered not later than 11th February 2019

b/ opening speech for the festival (10 minutes) – text to be delivered not later than 8th April 2019

c/ presentation of the opening speech on 5th May 2019 at 19:00

d/ a lecture (masterclass) and it's presentation on 6th May 2019 at 10:00 – 12:00

e/ a presentation of the publication Gianina Cărbunariu: Hry (Plays) on 6th May 2019 at 12:00 – 13:00

which the author obliges to produce for the Theatre Institute Bratislava in the framework of the **Nová drama/New Drama Festival 2019 between 4 and 9 May 2019** and the conference of a license to its usage.

(hereinafter only „work”)

art. II.

Production and delivery of the work

1. The author obliges to produce the work by himself and deliver it in electronic form not later than a/ **11th February 2019 (catalogue)**, b/ **8th April 2019 (opening speech)**, d/,e/ **6th May 2019 (masterclass and presentation of the publication Gianina Carbunariu: Plays)**.
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 confers 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.

art. IV.

Author's compensation

1. DU obliges to pay the author for the article 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 **500 €** (five hundred 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. DU will provide the author the accommodation in Bratislava for 7 nights from 3rd of May till 10th of May and the tickets to all festival performances
4. DU will provide the author with the flight tickets from Naples to Vienna on 3rd May and Vienna to Bucharest on 10th May and transfer from the airport to the hotel and from the hotel to the airport.
5. 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

A. DU

A/A DU is allowed to:

1. use the work at its promotion without the author's claim of compensation

A/B DU obliges to:

1. provide the author the necessary cooperation with the production of the work,

B. Author

B/A The author has the right to:

1. 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,
2. 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.

B/B The author obliges to:

1. provide to DU the necessary cooperation with realization of the work,
2. during the license period, not to confer his consent to a third party of using the work by the means set forth by this agreement, and not to use the work himself by these means,
3. 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 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. 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.
6. All disputes occurring in relation to this contract, as the contractual parties oblige, will be resolved, above all, by a mutual agreement.
7. 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.
8. 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