



AGREEMENT

between

State Theatre Košice

Hlavná 58, 042 77 Košice, Slovak Republic
(„SdK“)

Legal representative:

Mgr. art. Andrej Šoth, ArtD.

Founder:

Ministry of Culture of the Slovak Republic,
Foundation Charter No: MK-6556/2021-110/18558

Legal form:

state subsidized organization

Identification number:

31299512

Tax identification number:

2021469758

VAT identification number:

SK2021469758

Bank contact:

State Treasury

IBAN :

SK85 8180 0000 0070 0007 0481

SK35 8180 0000 0070 0024 0452

Telephone:

055 – 2452 208

e-mail:

zuzana.kundratova@sdke.sk

and

Universal Edition AG

Forsthausgasse 9, 1200 Vienna, Austria
(“UE”)

Legal representative:

Mag. Stefan Ragg, Mag. Astrid Koblanck

Legal form:

Aktiengesellschaft AG (=corresponds to Joint Stock Company)

Identification number:

Business Register no 73843v

DVR:

0836702

VAT identification number:

ATU14891900

Bank contact:

UniCredit Bank Austria AG, Jakov-Lind-Strasse 13/5.OG,
1020 Wien, Austria

IBAN :

AT21 1200 0006 0219 8202

Telephone:

+43 1 33723-0

e-mail:

customer-relations@universaledition.com

1. UE herewith grants SdK the non-exclusive right to translate the Polish libretto by Jaroslaw Iwaszkiewicz of the below mentioned work into Slovakian language:

Karol Szymanowski KROL ROGER (hereinafter also referred to as „Work“)

2. UE grants SdK permission to use the Polish libretto by Jaroslaw Iwaszkiewicz and the Slovakian translation for subtitles in 3 performances: 23.11.2022, 25.11.2022 und 28.1.2023.
3. UE charges a flat fee in the amount of € 250,- (+ VAT if applicable) for subtitles and € 250,- (+VAT if applicable) for translation rights.

4. SdK shall remit the total amount of € 500,- € (+VAT if applicable) to our account IBAN: AT12 1200 0006 0219 8202, SWIFT/BIC: BKAUATWW at UniCredit Bank Austria, 1020 Vienna on the basis of the invoice, which will be issued at the earliest on the date of entry into force of this Agreement. The invoice must contain all the details in accordance with Act No. 222/2004 Coll. on value added tax in wording of later regulations, as well as other related generally binding legal regulations.
5. No other rights than those mentioned in this agreement have been assigned.
6. SdK and the translator do not have the right to use the translation for purposes other than those described in clause 2 and do not have the right to make photocopies of the translation or to rent or distribute it.
7. SdK and the translator do not participate in grand rights, small performing and broadcasting fees and have no share in mechanical fees.
8. UE is obliged to immediately notify SdK of all significant changes regarding the representation of the authors and the termination of the contract on the representation of the authors.
9. By signing this Agreement, UE declares and confirms that it is fully authorized to represent the authors listed in this Agreement or their legal successors within the scope of rights under this Agreement, to act on their behalf, as well as to perform actions on behalf of the authors or their legal successors within the scope of this Agreement. UE is fully responsible for the violation of such an obligation or failure to notify SdK of a change related to the given facts.
10. SdK is entitled to withdraw from this Agreement if UE violates its obligations under points 8 and 9 of this Agreement and/or if any of UE's statements under this Agreement turn out to be false.
11. Withdrawal from this Agreement does not affect the right of the authorized contracting party to compensation for damage caused by the violation or non-fulfilment of the obligation of the other contracting party, nor the right to issue unjust enrichment.
12. Amendments to this agreement shall be made in writing.
13. This Agreement is drawn up in English language and Slovak language. In case of interpretation discrepancies between the language versions of this Agreement, the interpretation of the English language version shall prevail.
14. The contracting parties have agreed that the applicable law for this Agreement and for all relations arising from it is Austria law.
15. This Agreement becomes valid on the day of signing by both contracting parties and effective on the day following its first publication in the Central Register of Contracts (www.crz.gov.sk), which is maintained by the Office of the Government of the Slovak Republic.
16. The contracting parties make it undisputed that the granting of a license under this Agreement also applies to the use of the SdK Work in the manner specified in this Agreement, which was carried out before the date of entry into force of this Agreement.

Košice,

Vienna,

Mgr. art. Andrej Šoth, ArtD.
State Theatre Košice

UNIVERSAL EDITION A.G., Wien