

MEMORANDUM OF AGREEMENT made effective this **Fifth** day of **July** in the year **Two Thousand and Twenty-three**

BETWEEN

**HENRY LEWIS, JONATHAN BURKE TRADING AS JONATHAN  
SAYER, & HENRY SHIELDS LTD FSO HENRY SHIELDS**

c/o UNITED AGENTS LTD,  
12-26 Lexington Street,  
London W1F 0LE  
UK

(hereinafter called "the Licensors" and "the Agent" respectively)  
of the one part

AND

**DIVADLO NOVÁ SCÉNA**

Živnostenská 1,  
812 14 Bratislava,  
Slovakia

(hereinafter called "the Licensee") of the other part

CONCERNING A PLAY (hereinafter called "the Play") written by the Authors as below and  
entitled

**Groan Ups**

**by Henry Lewis, Jonathan Sayer & Henry Shields**

WHEREBY it is agreed as follows:-

1. THE LICENSORS hereby warrant and declare that they have the right to enter into this Agreement and to grant the Licence herein granted (excluding any lyrics and/or music specified therein unless otherwise agreed in writing). The Licensee shall be responsible (or shall make all theatres sub-licensed under this Licence responsible) for clearance of copyright and payment of fees which may be required for the use of any lyrics and/or music or other third party copyrighted material in connection with the aforementioned Play
2. SUBJECT TO the stipulations hereinafter set forth and subject to the payments hereinafter specified by the Licensors grant to the Licensee the **non-exclusive** licence to cause the Play to be translated into **Slovakian** and the sole and exclusive right to cause the Play to be produced for professional live stage production in the aforesaid language at the **Nova Scena Theatre in Bratislava only** (hereinafter called "the City") for a period of **three years** from the date of this Agreement. The Licensee shall have the right to a Slovakian premiere.
3. IN CONSIDERATION of the Licence granted in Clause 2 hereof the Licensee shall pay to the Licensors the sum of **GBP4000** (being a non-returnable advance against future royalties) immediately upon signature of this Agreement failing which all rights granted hereunder shall immediately and automatically revert to the Licensors. This Agreement shall be fully-executed within thirty days of the effective date as stated failing which the rights, terms and conditions quoted herein shall have no legal effect

4. THE LICENSEE undertakes to pay to the Licensor not less than **six per cent (6%)** of the gross receipts from the sale of seats and admission to the theatre or place of entertainment where the Play shall be played in the City less library commission and local taxes if any (plus Value Added Tax if applicable)

5. THE LICENSEE shall first produce or cause to be produced the Play in a first-class manner with a first-class cast and theatre in the Territory within a period not exceeding **twelve months** from the date of this Agreement or shall forfeit any and all rights in and to the Play and the Licensee shall give or cause to be given not less than **20** performances of the Play in each year dating from the date of the first performance of the said Play failing which the rights in the said Play shall immediately and automatically revert to the Licensors

6. THE LICENSEE agrees to announce or cause to be announced on all programmes posters and other usual advertising matter in connection with the Play that it is written by the Authors whose names shall be in print not less than twice the size of that used for the name of the translator. No person and/or entity shall receive a more prominent billing than the Authors and the Play shall be described as

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Or a direct translation of the title thereof unless agreed otherwise in writing by the Licensors. In any event, the original title shall receive all due prominence in all advertising matter

7. THE LICENSEE shall inform the Licensors of all production dates and details as soon as they are known to the Licensee.

8. THE LICENSORS hereby grant to the Licensee the right to have the said Play translated and adapted by a first-class translator into the language above specified provided that (a) the spirit of the said Play is retained, (b) no cuts or changes whatsoever are made therein (including but not limited to change of gender of any characters and the changing of any music cues (if any) as stipulated in the text) without the written consent of the Licensors (c) the translation shall be submitted to the Licensors for their approval and acceptance before the Play is submitted in the Territories and no later than eight weeks prior to rehearsal and the text in translation must be so approved before the commencement of any rehearsals. If the Licensors require any changes to be made they must be made without demur (and if necessary a new translation commissioned) until the script is rendered wholly satisfactory to the Licensors and (d) the said translations and adaptations (including the title hereof) automatically become the property of the Licensors and (e) no changes whatsoever shall be made to the translation and adaptation as approved by the Licensors by the translator or any third parties unless such changes have been approved in writing by the Licensors. In the event that any changes are allowed, the changes shall be deemed to be part of the Play and shall be in the Licensors' copyright without payment by the Licensors to any third parties for such changes,. The Licensee hereby agrees to all the conditions set forth in (a) (b) (c) (d) and (e) above and confirms that no exclusive rights shall be granted to a translator without the Licensors' prior written approval and the Licensee shall bear all expenses connected with the translation of the Play and shall be responsible for the payment

of any fees and share of royalties due to the translator. The Licensee shall provide the Licensors with letters of confirmation signed by the translator regarding assignment of copyright as described above such letter to be provided as soon as the translator has been chosen.

9. IT IS expressly agreed and understood between the parties hereto that all rights in the Play (whether they already exist or may hereafter be invented) other than the rights expressly granted hereunder are reserved by the Licensors for them to use at their own discretion and electronic publication, audiocassette, television, film, live or recorded digital transmission, radio rights and stage performance in the English language and all other languages not specifically covered by this Agreement. The Licensee fully understands that the motion picture rights of the Play may have been or will be exploited and exhibited in all countries of the world and it agrees and confirms that this Agreement has been executed on the understanding that the Licensee will not in any way seek to interfere with the exploitation and exhibition of the said motion picture and/or any of the rights connected with the reserved rights.

10. THE LICENSEE shall procure and furnish to the Licensors certified returns and accounts of all box office returns in respect of all performances of the Play given hereunder and shall forward these to the Licensor's agent such sums to be rendered quarterly not later than four weeks following each and every quarter in which performances have taken place and shall at the same time make payment for all sums shown hereby due.

Payments shall be made directly by the Licensee by direct bank transfer to the following account:-

**Sterling** : Coutts & Co The Strand Branch  
Bank Address: 440 Strand, LONDON WC2R 0QS, UK

**Account Name:** United Agents Limited Film TV Theatre Client Account  
**Bank:**  
**Sort Code:**  
**Account Number:**  
**IBAN:**  
**BIC:**

All the payments stated in Clause 3 (advance) and Clause 4 (royalties) of the Agreement made hereof shall therefore be made by the Licensee directly to the Licensors' agent (see account above) above.

And receipt of such returns and accounts by UNITED AGENTS LTD shall be a full and sufficient acknowledgement and discharge thereof

In the event that accounting from the Licensee is in arrears for more than 4 (four) weeks this Licence will automatically terminate and all rights granted hereunder shall immediately revert to the Licensors without prejudice to any monies which may be due to them hereunder

THE LICENSORS reside in the UK for tax purposes and no corporate income tax should therefore be withheld from any monies paid by the Licensee to the Licensors hereunder. In the event that any documents are required by the Licensee from the Licensors in order to avoid any such deduction, the Licensee shall make the Licensors aware of such

documentation immediately upon signature of this Agreement. In the event that the Licensors do not then supply such documentation, the Licensee shall deduct withholding tax at the prevailing rate in Slovakia at that time and shall supply a certified document from their tax authority to each of the Licensors to show that such tax has been withheld and paid by the Licensee to that tax authority.

11. The DIRECTOR and cast for the production of the Play shall be subject to the approval of the Licensors which approval shall not be unreasonably withheld. Should a British, American or Canadian director be invited to direct the Play in the City the Licensors must approve the director absolutely.

12. ANY PRESS notices pertaining to the Licensee's production of the said Play shall be forwarded to UNITED AGENTS LTD together with three copies of the programme and poster. A full set of publicity material shall also be sent digitally to [nstoddart@unitedagents.co.uk](mailto:nstoddart@unitedagents.co.uk). A full set of reviews from the production given will be sent to the Licensors as soon as they are available together with a few lines of translation. Full credit is to be given to the Authors on all publicity and full biographies of the Authors shall be included in the programme such biographies (and photographs if so required) to be approved by the Licensors prior to going to print. Two complimentary tickets each shall be set aside for each of the Authors for a performance of their choice and two complimentary tickets shall be set aside for the Licensors' agents for a performance of their choice.

13. THE LICENSEE shall invite the Authors to the First Night of the Play hereunder or such other performance as they may wish to attend and agrees to extend a reasonable number of complimentary tickets and for any other performances where seats are available. The Licensee shall also use best endeavours to secure payment of the Authors' return air fares and expenses for a three (3) night stay at a first-class hotel.

14. IT IS agreed that, unless previously otherwise agreed with the Licensors, the Licensee will be responsible for clearance of copyright and payment of fees which may be required for the use of any lyrics and/or music in connection with the aforementioned Play.

15. THIS LICENCE grants rights solely to the text of the Play. The Licensee shall apply directly to the West End producers for replica rights in the event it decides it does so wish to present or cause to be presented a replica the Licence for which may be granted or withheld by the said West End producers.

It is otherwise agreed and understood that no elements from the UK production as originally presented by Kenny Wax and Stage Presence may be used in any productions leased hereunder, including for the avoidance of doubt the direction by Kirsty Patrick Ward, set design by Fly Davis, costume design by Roberto Surace, lighting design by Christopher Nairne and sound Design and Composition by Alexandra Faye Braithwaite. All such rights reserved. In the event that the Licensee wishes to acquire such replica rights, they will apply separately to the UK producers for such rights. This Licence grants rights solely to the text of the Play.

In the event that replica rights are not so acquired then for the purposes of verifying that the production does not breach the copyright of the creators of the original London production

THE LICENSORS require the Licensee to provide them with at least 3 photographs of any proposed set and costume designs for any production which the Licensee may cause to be produced such photographs to be supplied as soon as available and in any event to be supplied no later than six weeks prior to any Opening.

16. THE FOLLOWING credit lines shall appear in all programmes:-

“Copyright agency for the authors, Henry Lewis, Jonathan Sayer & Henry Shields  
United Agents Nicki Stoddart  
[nstoddart@unitedagents.co.uk](mailto:nstoddart@unitedagents.co.uk)

17. THE LICENSORS shall have approval of all proposed sponsors for the productions presented hereunder and shall have approval of logo placement of approved sponsors in all main publicity. They shall also have approval of the main publicity image prior to printing. The Licensee shall provide all and any details regarding any such sponsorship(s) deal which may have any bearing on the terms and conditions granted hereunder including but not limited to any “complimentary” tickets which the Licensee may provide to any such sponsors. In the event that the Licensee provides said sponsors with more than an overall total of 6 complimentary (or otherwise separately accounted for) tickets per performance, the royalty due to the Licensors shall, in any event, be accounted for in the usual manner at full ticket price.

18. THE LICENSEE shall ensure that any publicity campaigns created in connection with the aforesaid production shall contain no references or images which pertain or may be perceived to pertain to current or previous political figures or circumstances relating to the Licensee’s or others’ territories.

19. THE LICENSEE shall not assign this Agreement or any part of it without the consent of the Licensors and in the event of any sub-licence shall be responsible to the Licensors that the terms are complied with

20. NOTHING in this Agreement shall be deemed to constitute a partnership between the parties hereto

THIS AGREEMENT is made according to the laws of England and subject to the jurisdiction of the English Courts of Justice

AS WITNESS the hands of the Parties the day and year first above written:

Signed for and on behalf of the LICENSORS

.....  
**HENRY LEWIS**

.....  
**JONATHAN BURKE T/A JONATHAN SAYER**

.....  
**HENRY SHIELDS LTD FSO HENRY SHIELDS**

Signed for and on behalf of the Licensee

.....  
**DIVADLO NOVÁ SCÉNA**