

CONTRACT
on the production of work and conferring a license
on its usage concluded in accordance with Sec. 91 et seq. and Sec. 75 of
Act No. 185/2015 Coll. on copyright and rights related to copyright

Contracting Parties

Author: Name: **Iryna Serebriakova**
Address:

Date of birth:
ID:
Citizenship:
Tax residency:
Tel./E-mail:
IBAN:
Bank, Account No:
Address of the Bank:
SWIFT CODE/BIC:
(hereinafter referred to as the "Author")

and

Acquirer: Name: **Theatre Institute (Publishing Center),**
cofinanced by the Ministry of Culture
of the Slovak Republic
Company Registration Number: 16 46 91
Registered office: Jakubovo námestie 12, 813 57 Bratislava
Represented by: doc. Mgr. art. Vladislava Fekete ArtD.,
director
Bank account No.:
e-mail address:
(hereinafter referred to as „the Acquirer“)

(hereinafter jointly referred to as „the Contracting Parties“)

Article I
Subject of the Contract

The subject of this contract is the granting of a license to the acquirer for the use of the author's work ***Memory as a Pillar of Identity vs. Memory as a Source of Trauma in Ukrainian Documentary Theatre*** (hereinafter referred to as the "work") to the publication ***THEATRE IN EXILE.*** (hereinafter referred to as „the Publication“) and the Acquirer undertakes to pay to the Author remuneration for the production and usage of the Work.

Article II
Production and delivery of the Work

- 1) The Author undertakes to produce the Work himself in accordance with the requirements of the Acquirer (Annex 2) and with appropriate professional care by 18. 12. 2023 at latest.
- 2) The Author undertakes to deliver the Work to the Acquirer in electronic form via e-mail to the address stated in the heading of the Contract herein.

- 3) The Acquirer is obliged no later than 30 days from the delivery of the Work to inform the Author about possible deficiencies of the Work and give him the appropriate amount of time to rectify them. In case the Author fails to rectify deficiencies of the Work within the given deadline, the Acquirer is entitled to withdraw from the Contract in accordance with Art. VII 1) whereas the Author does not accrue any entitlement to remuneration.
- 4) The Work shall be considered duly produced in case there are no deficiencies to it following the delivery or in case the deficiencies identified by the Acquirer are rectified by the Author within the additional period provided for this purpose.
- 5) Upon the delivery of the item by means of which the Work is produced the ownership right to it shall be transferred to the Acquirer.

Article III License

- 1) The Author grants license to the Acquirer for the use of the Work under Sec. 19 (4) Copyright Act, in particular the following types of use:
 - a) making copies of the Work without limit of number in printed or photographic form, in electronic form, in form of an e-book, CD, in English language and their public distribution,
 - b) communication to the public via Internet,
 - c) public distribution of the original or copy of the Work by sale or other form of transfer of title,
 - d) public distribution of the original or copy of the Work by rental or lending,
 - e) merging of the Work with another work and including of the Work into another work or into a database,
 - f) public exhibition of the Work,
 - g) public performance of the Work (presentation of the Publication),
 - h) making the Work available to the public.
- 2) The Author grants the Acquirer an exclusive licence to use the art work, in unlimited scope, for the duration of the Author's ownership rights.
- 3) The Acquirer is entitled to grant consent to a third party for the use of the Work within the extent of the granted license.

Article IV Remuneration

- 1) The Acquirer undertakes to pay to the Author for the production of the Work and granting a license for its use remuneration in the amount of 100 € (one hundred Euros) in accordance with Internal remuneration tariff rates to the bank account of the Author stated in the heading of the Contract herein (hereinafter referred to as „the Remuneration“).
- 2) The Author undertakes to fulfill his tax related obligations in his country in accordance with the valid Income Tax Act.
- 3) The Author's entitlement to the Remuneration arises upon the delivery of the duly and timely produced Work to the Acquirer. The Remuneration is payable no later than 30 days from the publication of the Work (Annex 1 Protocol).

4) All the Author's claims relating to the production and use of the Work under the Contract herein shall be settled upon the payment of the Remuneration. The license fee corresponds to the expected income from the public dissemination of the work within the publication and is proportional to the creative share of the author.

Article V

Rights and responsibilities of the Acquirer

- 1) The Acquirer is entitled to decide about format, type of paper, printing technique, number and type of photographs and graphic-production features of the Work.
- 2) The Acquirer is entitled to use the Work when promoting it without author's entitlement to the Remuneration.
- 3) The Acquirer undertakes to use the Work solely for the purpose, in a manner and to the extent under the Contract herein.

Article VI

Rights and responsibilities of the Author

- 1) The Author is entitled to secure protection of his author's rights to the Work, in particular the right to the integrity of the Work.
- 2) The Author is obliged for the duration of exclusive licensing period not to grant to a third person consent for such use of the Work as granted within the Contract herein and refrain himself from such use of the Work.
- 3) The Author declares that the Work is a result of his own creative work, he is the sole author of the Work, he did not infringe on third party rights nor did he grant consent for the use of the Work to a third party. The Author shall be held liable for any damages possibly resulting for the Acquirer from the false nature of this declaration.
- 4) If the Author fails to deliver the Work duly even within the additional period for no valid reason, the Acquirer may cut the Author's Remuneration down by 0,1 % per each commenced day of delay or the Acquirer is entitled to withdraw from the Contract.
- 5) If damage is suffered by the Acquirer as a result of the breach of an obligation subject to contractual penalty, the Acquirer may invoke claims resulting from the contractual penalty with the Author.
- 6) The author has not the right to proofreading in Slovak language.

Article VII

Withdrawal from the Contract

- 1) In case the Author shall not deliver the Work to the Acquirer within the period as specified in Art. II 1) of the Contract herein, or the Work shall have deficiencies, the Acquirer may withdraw from the Contract. If it is possible to remedy the deficiencies, the Acquirer may withdraw from the Contract only in case the Author fails to remedy the deficiencies within the reasonable period of time determined by the Acquirer for this purpose.
- 2) In case of violation of the provisions set in Art. II and VI 3) of the Contract herein, the Contracting Party whose rights were violated is entitled to withdraw from the Contract in written.
- 3) Withdrawal from the Contract shall come into effect upon the delivery of the withdrawal to the other Contracting Party.

Article VIII

Service of documents

- 1) Documents between the Contracting Parties shall be deemed delivered upon delivery to the recipient himself or person authorized to act on behalf of the recipient or in case they were delivered to the address stated by the Contracting Parties in the heading of the Contract herein.
- 2) In case of refusal to receive the document being delivered, the day of refusal to receive the document shall be considered the date of delivery of the document.
- 3) In case it is not possible to deliver the document to the recipient to the address stated in the heading of the Contract herein and there is no other address known to the sender, such document shall be deemed delivered after three calendar days from the return of the undelivered document, even in case the recipient or person authorized to act on behalf of the recipient is not aware of it.
- 4) Any change in address of any one of the Contracting Parties must be communicated to the other Contracting Party in written without undue delay.

Article IX **Final provisions**

- 1) The Contract shall become valid on the day of its signing by both Contracting Parties and enter in force the day following the day of its publication at the Central register of contracts.
- 2) The Contract is drawn-up in two (2) copies and each of the Contracting Parties shall get one copy.
- 3) Rights and responsibilities not specified in this Contract are governed by the regulations of the Copyright Act and other generally binding legal regulations.
- 4) The Contract may be amended only by means of written amendments agreed on by both Contracting Parties.
- 5) In case some provisions of the Contract are invalid or partially invalid and/or shall become such in future, it shall be without prejudice to the validity and applicability of other provisions.
- 6) The author declares that he has been informed about the processing of personal data by the client as the operator, while the processing of the personal data of the author as the data subject is carried out in accordance with the Regulation of the European Parliament and the Council of EU on Personal Data Protection No. 2016/679 (GDPR), and with Act No. 18/2018 Coll. on the protection of personal data, on the legal basis of the conclusion and fulfillment of a contract with the customer.
- 7) The Contracting Parties declare they read the Contract, understood its contents and as a sign of acceptance they sign it in their own free and serious will and in no distress.

In Kyiv on

Author:

In Bratislava on

Acquirer:

Protocol on the delivery and approval of the Work

Theatre Institute in Bratislava, Jakubovo námestie 12, 813 57 Bratislava, hereby confirm the delivery of the Author's Work *Memory as a Pillar of Identity vs. Memory as a Source of Trauma in Ukrainian Documentary Theatre* to the publication and approval of the same: *THEATRE IN EXILE*

from the author **Iryna Serebriakova**
with addresse:

In Bratislava

The Acquirer:

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