

**CONTRACT**  
**for Work and Licence Agreement**

**concluded within the meaning of the Section 65, and the following, and  
Section 75 of Act No. 185/2015 Coll., Copyright Law**

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Contracting Parties

**Wole Soyinka**

Permanent residence:

Date of birth:

Bank name:

Bank account number:

IBAN:

Bank code:

E-mail address:

(hereinafter referred to as "Author")

and

**The Theatre Institute (Divadelný ústav)**, state contributory organization of the Ministry of Culture of the Slovak Republic Company

ID number: 16 46 91

Registered address: Jakubovo námestie 12, 813 57 Bratislava

Statutory representative: assoc. prof. Vladislava Fekete, ArtD., director

Account number:

E-mail address:

(hereinafter referred to as "Acquirer")

(hereinafter together referred to as "Contracting Parties")

**Article I**  
**Subject of the Agreement**

- 1) The subject of this agreement are the rights and duties of Contracting Parties in the process of creating and using the Work, as defined in Article I, para. 2, for the Nová dráma/New drama 2024 Festival, which will take place between 13 and 18 May 2024 in Bratislava.
- 2) Author agrees to do the following:
  - a) to create an introduction for the festival catalogue with an approximate length of 3000 to 4000 symbols (750 words);
  - b) to create a text of the festival's opening speech with a duration of 10 minutes and less;
  - c) to deliver the opening speech at the opening ceremony on 13 May 2024 in Bratislava;
  - d) to prepare, attend, and lead a lecture (masterclass) with an approximate duration of two hours on 14 May 2024 in Bratislava;
  - e) to give newspaper, radio, and television interviews.

(hereinafter referred to as "Work")

- 3) Acquirer agrees to pay Author a reward for the creating and using the Work.

## **Article II**

### **Creation and submission of Work**

- 1) Author shall make the Work by themselves and with due professional care to meet Acquirer's requirements.
- 2) Author shall submit Work to Acquirer electronically via e-mail to the e-mail address stated in the heading above. Author is obliged to deliver and submit the catalogue introduction and the festival opening speech no later than 16 April 2024.
- 3) Acquirer shall notify Author of any defects of Work within 3 days and provide Author with an adequate time period to correct them.
- 4) Work will be considered as duly made if it does not display any defects and/or if any other/further defects listed by Acquirer have been corrected by Author within the provided time period.
- 5) By submitting the object by means of which the Work has been made its ownership is transferred onto the Acquirer.

## **Article III**

### **Licence**

- 1) Author grants Acquirer consent to use Work specified in Article I here above, within the meaning of the Section 19, para. 4 of the Copyright Law particularly in the following means:
  - a) producing copies of Work in printed or photographic form, in electronic form, in the form of an e-book or CD in the Slovak language, as well as their public distribution;
  - b) public distribution of the original of Work or its copy by sale or other rights transfer;
  - c) public presentation of Work by performing Work in public;
  - d) public presentation of Work by exhibiting Work in public;
  - e) making Work accessible for the public on the Internet.
- 2) Author hereby awards Acquirer an exclusive licence to use Work, in unlimited scope, for the duration of the Author's rights.

## **Article IV**

### **Remuneration**

- 1) Acquirer undertakes to pay Author for creating Work and granting the licence to use it a remuneration in the total agreed amount of **EUR 1,000** (one thousand euros) transferred to the Author's bank account listed in the heading here above (hereinafter referred to as "Reward"). The above-mentioned Reward comprises of two parts: a remuneration of EUR 600 (six hundred euros) for the creation of Work and a remuneration of EUR 400 (four hundred euros) for granting the licence to Work.
- 2) Acquirer as the taxable entity and Author as the taxpayer have agreed, within the meaning of the Section 43, para. 14 of Act No. 595/2003 Coll. on income tax and the Treaty between the Slovak Republic and the United Arab Emirates on the avoidance of double taxation and the prevention of tax evasion, Notice No. 58/2017 Coll., that no withholding tax will be applied and that Author will include the reward under this Agreement in their own tax return, applicable in their home country.
- 3) Author becomes eligible to receive Reward after having submitted Work to Acquirer duly and on time. Reward is due for payment on 30 June 2024.
- 4) By paying Reward, all claims of Author to create and use Work according to this Agreement are considered as settled.

## **Article V**

### **Rights and duties of the Acquirer**

- 1) Acquirer is entitled to use Work for the purpose of promotion without granting Author any claim to a reward.

- 2) Acquirer shall use Work only for the purpose and in the way and scope that is defined in this Agreement.
- 3) Acquirer shall provide Author with free accommodation with breakfast during the Nová dráma/New Drama 2024 Festival.

## **Article VI Rights and duties of Author**

- 1) Author has right for protection of their copyright to Work, in particular the right to the inviolability of their Work.
- 2) Author shall not grant any consent to use Work as defined in this Agreement to a third party for the duration of the exclusive licence term.
- 3) Author hereby declares that Work is the result of their own creative activity, that they are the sole creator of Work, and that they did not interfere with the rights of third parties while creating Work and that they did not give their consent to use Work to other parties. Author shall be held responsible for any damage Acquirer may incur if the above statement is false.

## **Article VII Withdrawal**

- 1) If the provisions of Articles II and VI, para. 3 of this Agreement are breached, the Contracting Party whose rights have been violated shall have the right to withdraw from the Agreement in writing.
- 2) Agreement termination will become effective as of the moment when the termination notice is delivered to the other Contracting Party.

## **Article VIII Delivery of notices**

- 1) Notices and documentation exchanged between Contracting Parties shall be considered delivered as of the moment when they are handed over in person to the recipient, or to the person authorized to act on behalf of the recipient, or if they are delivered to the address stated by Contracting Parties in the heading of this Agreement.
- 2) If any notice to be delivered is refused to be received by the recipient, the day of delivery of that notice is considered to be the day when the notice was refused to be received.
- 3) If it is not possible to deliver a notice to the recipient to the address stated in the heading here above, and the sender has no knowledge of any other address, this notice shall be deemed delivered after three calendar days following the return of the undelivered mail, even if the recipient, or the person authorized to act on the recipient's behalf, is not informed about this.
- 4) Any change in the address of either of the Contracting Parties shall be immediately communicated to the other Contracting Party.

## **Article IX Final provisions**

- 1) The Agreement comes into force on the day it is signed by both Contracting Parties and becomes effective on the day following the day when it is published in the Central Register of Agreements.
- 2) The Agreement is signed in duplicate, each copy having legal force of the original, and each Contracting Party shall receive one copy.
- 3) Relationships that are not governed by this Agreement shall follow the relevant provisions of the Copyright Act as well as other generally binding legal provisions.

- 4) The Agreement may be changed and modified only by means of written amendments signed by both Contracting Parties.
- 5) If any of the provisions of the Agreement is not wholly or partly effective, and/or if it becomes ineffective later, this shall not have any bearing on the validity and effectiveness of the other provisions.
- 6) Author declares that they have been informed of the processing of personal data by Acquirer as an operator, while the processing of the personal data of Author as the data subject is carried out in accordance with the Regulation of the European Parliament and the EU Data Protection Council No. 2016/679 (GDPR), as well as with Act No. 18/2018 Coll. on the protection of personal data, on the legal basis of the conclusion and performance of the Agreement concluded with the Client.
- 7) Contracting Parties hereby declare that they have read this Agreement, understood its content, agree therewith and enter into the Agreement freely, with serious intentions and without duress. In witness thereof they sign the Agreement.

In Bratislava, on

Author:

Acquirer:

.....  
Akinwande Oluwole Soyinka

.....  
assoc. prof. Vladislava Fekete, ArtD.,  
director of the Theatre Institute

## **Protocol of delivery and acceptance of the work**

The Theatre Institute Bratislava (Divadelný ústav), Jakubovo námestie 12, 813 57 Bratislava represented by assoc. prof. Vladislava Fekete, ArtD., director (hereinafter referred as "Acquirer") confirms the delivery and acceptance of the following work for the Nová dráma/New drama 2024 festival:

- a) an introduction for the festival catalogue with an approximate length of 3000 to 4000 symbols (750 words);
  - b) a text of the festival's opening speech with a duration of 10 minutes and less;
  - c) delivery of the opening speech at the opening ceremony on 13 May 2024 in Bratislava;
  - d) preparation of, attendance at, and leading of the lecture (masterclass) with an approximate duration of two hours on 14 May 2024 in Bratislava;
  - e) newspaper, radio, and television interviews.
- (hereinafter referred to as "Work")

from the Author.

The Work was submitted electronically.

In Bratislava on .....

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Acquirer