

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

Contracting Parties

Ivan Medenica

Permanent residence:

Date of birth:

Bank name:

IBAN:

Bank code, SWIFT:

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 "Ordering Party")

(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 the Contracting Parties in the process of creating and using the Work, as defined in the para. 2 of the Article I, for the Nová dráma/New drama 2024 festival, which will take place between 13 and 18 May 2024 in Bratislava.
- 2) The Author agrees to do the following: **creating a study evaluating the competing performances of the Nová dráma/New Drama Festival 2024**
(hereinafter referred to as "the Work")
- 3) The Ordering Party agrees to pay the Author a reward for the creating and using the Work.

Article II

Making and submission of the Work

- 1) The author shall make the Work by themselves and with due professional care to meet the requirements of the Ordering Party.

- 2) The Author shall submit the Work to the Ordering Party electronically via e-mail to the e-mail address stated in the heading above. The author is obliged to deliver and submit the study no later than 18 March 2024.
- 3) The Ordering Party shall notify the Author of any defects of the Work within 3 days and provide the Author with an adequate time period to correct them.
- 4) The Work will be considered as duly made if it does not display any defects and/or if any other/further defects listed by the Ordering Party have been corrected by the 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 Ordering Party.

Article III Licence

- 1) The provider grants the acquirer consent to use the works 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 the 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 the Work or its copy by sale or other rights transfer;
 - c) public presentation of the Work by performing the Work in public;
 - d) public presentation of the Work by exhibiting the Work in public;
 - e) making the Work accessible for the public on the Internet.
- 2) The Author hereby awards the Ordering Party an exclusive licence to use the Work, in unlimited scope, for the duration of the Author's rights.

Article IV Remuneration

- 1) The Ordering Party undertakes to pay the Author for creating the Work and granting the licence to use it the remuneration in the total agreed amount of **EUR 400** (four hundred 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 200 (two hundred euros) for the creation of the Work and a remuneration of EUR 200 (two hundred euros) for granting the licence to the Work.
- 2) The Ordering Party as the taxable entity and the Author as the taxpayer have agreed, within the meaning of the Section 43, para. 14 of Act No. 595/2003 Coll. on income tax, that no withholding tax will be applied and that the Author will include the reward under this Agreement in their own tax return, applicable in their home country.
- 3) The Author becomes eligible to receive the Reward after having submitted the Work to the Ordering Party duly and on time.
- 4) By paying the Reward, all claims of the Author to use the Work according to this Agreement are considered as settled.

Article V Rights and duties of the Ordering Party

- 1) The Ordering Party is entitled to use the Work for the purpose of promotion without granting the Author any claim to a reward.
- 2) The Ordering Party shall use the Work only for the purpose and in the way and scope that is defined in this Agreement.
- 3) The Ordering Party shall provide the Author with free accommodation with the breakfast during the Nová dráma/New Drama 2024 festival.

Article VI

Rights and duties of the Author

- 1) The Author has right for protection of their copyright to the Work, in particular the right to the inviolability of their Work.
- 2) The Author shall not grant any consent to use the Work as defined in this Agreement to a third party for the duration of the exclusive licence term.
- 3) The Author hereby declares that the Work is the result of their own creative activity, that they are the sole creator of the Work, and that they did not interfere with the rights of third parties while creating the Work and that they did not give their consent to use the Work to other parties. The Author shall be held responsible for any damage the Ordering Party 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 the 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 the 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 to the recipient a notice 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 two original copies 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) The Author declares that he has been informed of the processing of personal data by the Ordering Party as an 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 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) The 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:

Client:

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Protocol of acceptance and approval of the work

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

creating a study evaluating the competing performances of the Nová dráma/New Drama Festival 2024

(hereinafter referred to as "the Work")

from the Author.

The work was submitted electronically.

In Bratislava on

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DÚ