

Memorandum of Agreement
made this 8th day of September 2020
(Stage adaptation and performing rights)



between

Paul Zsolnay Verlag Ges.m.b.H.
Prinz-Eugen-Strasse 30
1040 Wien, Austria

Paul Zsolnay Verlag Ges.m.b.H.
Deuticke Verlag
Prinz-Eugen-Straße 30
A 1040 Wien

Telefon +43-1-505 7661-12
Telefax +43-1-505 7661-10 Fax
www.zsolnay.at

(hereinafter called the Proprietor) of the one part, and

Divadelný ústav (Theatre Institute) Jakubovo námestie 12
813 57 Bratislava, Slovak Republic
Represented by: **Mgr. art. Vladislava Fekete, ArtD., Director**

Representative authorised

to act in contractual matters: **Ing. Zuzana Uličianska, Head of the Public Relations Department**

Contact information:

(hereinafter called the Licensee) of the other part,

whereas the Proprietor warrants that he is the sole and exclusive owner of the rights which are the subject of this agreement, and whereby it is mutually agreed as follows regarding the Work

by: **Martin Pollack**
entitled: **KAISER VON AMERIKA. Die große Flucht aus Galizien**
(hereinafter called the Work).

1. The Proprietor hereby grants to the Licensee until June 30, 2021 subject to the terms and provisions set forth hereunder, the **non-exclusive** license to produce a non-musical dramatic stage adaptation of the Work in the **Slovak** language and perform this dramatization throughout the territory of: **Slovakia**. At the end of said period, this Agreement shall automatically terminate.
2. The adaptation of the work will be written by **Michal Ditte** and directed by **Iveta Jurčová** and shall be based on the Slovak translation by Michal Hvorecky, published by Absynt. Rights to the Slovak translation are not granted by this agreement. It's in the Licensee's responsibility to clear use of the Slovak translation with the individual rights holders.
3. The adaptation of the Work shall be made faithfully and accurately, and any necessary abbreviations or alterations of the work may not violate or change the artistic characteristics of the work. If the Licensee fails to do so, the Proprietor may reject the adaptation. Should the Licensee choose to use a title in the Slovak language other than a translation of the original, the Proprietor should be consulted. Upon the Proprietor's request the Licensee shall submit

their adaptation of the Work to the Proprietor for his written approval and shall work closely with the Proprietor in every respect with regard to the adaptation and accept his jurisdiction on this matter. The Proprietor shall be allowed 2 (two) weeks from receipt of adaptation to respond.

4. The Proprietor grants rights to the Licensee's following performances:
Theatre: Studio 12, / Theatre Institut Bratislava
Capacity: 60 seats
Number of Performances: 15 (during September 2020 to June 2021), including the guest performance in Warsaw
Average ticket price: € 10,-

The Licensee shall not change the location of the performances or give guest performances without the Proprietor's prior written consent. The Licensee guarantees a minimum of 30 performances until 31. June 2020 and shall inform the Proprietor of the exact dates of the performances.

5. The Licensee shall pay to the Proprietor the sum of **€ 525,00 (EURO Five-hundred- and – twenty-five) plus 20% VAT = in total € 630,00** payable upon signature of this agreement. **This sum shall be a non-returnable flat licence fee for 15 Performances at the above mentioned theatre (clause 4).**

All payments shall be transferred to the Proprietor's following bank account:

UNICREDIT BANK AUSTRIA AG, Filiale Kärntnerring 1, 1010 Wien
IBAN = AT6811 0000 9423474700
BIC = BKAUATWW

All bank charges have to be borne by the Licensee.

6. The rights granted hereunder will revert to the Proprietor automatically **on June 30, 2021**. If the Licensee fails to start the performances of the Work within twelve (12) months from the date of this Agreement, this Agreement shall terminate automatically and all rights licensed hereunder shall revert to the Proprietor without further notice or procedure.
7. The Licensee shall announce or have the play announced in combination with the following text:

Based on the book by Martin Pollack
KAISER VON AMERIKA © Paul Zsolnay Verlag Wien, 2010
8. All rights not expressly granted to the Licensee are reserved by the Proprietor for its sole use and disposition.
9. This Agreement shall automatically terminate without prejudice to any further claim which the Proprietor may have for monies due or damages and/or otherwise
 - a) if not signed by the Licensee within thirty (30) days of the date of this agreement
 - b) if the flat license fee due on signature under clause 5 herein has not been received by the Proprietor within thirty (30) days after the date of the Proprietor's signature
 - c) if the Licensee fails to start performing the Work within the term mentioned under clause 6

d) if the Licensee becomes insolvent or is declared bankrupt or made subject to similar measures

e) if the Licensee violates any terms of this agreement.

10. This agreement constitutes the entire understanding of the parties hereto and may not be amended, changed, altered or otherwise modified except by an instrument in writing by both parties.

11. This agreement is binding and inures to the benefit of the successors and assigns of the Proprietor. This agreement shall be interpreted according to the laws of the Republic of Austria. The place of performance and jurisdiction shall be Vienna.

Signed by:
The Proprietor

Paul Zsolnay Verlag Ges.m.b.H.

Vienna,

Signed by:
The Licensee

Divadelný ústav

Bratislava.....

Jo Lendl Herbert Ohrlinger

Vladislava Fekete

VAT Reg. No.: ATU 14899706