

MEMORANDUM OF AGREEMENT

made on between:

Norstedts / Norstedts Agency as part of
Norstedts Publishing Group, Org. Reg. No. 556045-7748
Stockholm

hereinafter referred to as "the Proprietor" on the one part and

Divadelný Ústav Bratislava
Jakubovo námestie 12
Sk- 813 57 Bratislava
Slovakia

hereinafter referred to as "the Publisher" on the other part, concerning an omnibus edition of the titles
by

hereinafter referred to as "the Work", it is mutually agreed that:

1. Rights to publish

1.1 The Proprietor hereby guarantees that it has full power and authority to enter into this Agreement and grants to the Publisher for the term of **three (3)** years from the date of publication the exclusive licence to translate, at its own expense, publish and sell the Work in book form in the **Slovakian** language subject to the following terms and conditions.

1.2 The Proprietor reserves the right to cancel this Agreement should it not be signed by the Publisher and returned to the Proprietor within sixty (60) days from the date of this Agreement. This also applies if the advance payment mentioned in Clause 4 below is delayed by more than a month and this is not settled within one month after written request from the Proprietor.

1.3 Any and all rights not expressly granted to Publisher under this Agreement are exclusively reserved by the Proprietor at the Proprietor's full and unrestricted disposal.

2. Language and Territory

The rights acquired according to Clause 1 above shall apply to the following territory/ territories: the **Slovakian** language area.

3. Time for publication

The Publisher agrees to bring out its edition of the Work (hereinafter referred to as the "Edition") within **eighteen (18)** months of the date of this Agreement. In the event of the Publisher's failure to do so, the rights hereby granted to the Publisher shall revert to the Proprietor and this Agreement shall be declared null and void.

4. Advance and royalty

The Publisher hereby agrees to make the following payments to the Proprietor:

4.1 A sum of **EUR 500** to be paid on signature of this Agreement, which sum shall be regarded as a non-refundable total royalty for this edition of **500** copies. For a new edition a new agreement will be negotiated.

5. Publisher's accountancy dates

The Publisher undertakes to deliver to the Proprietor not later than **March 31** each year an account of the sales of the Edition during the preceding year, giving the printed number of copies, the number of copies in stock of the Edition.

The statement shall be sent to: **Norstedts Agency**

6. Publisher's free copies

The presentation of free copies to the press and to other persons with the object of promoting the sales of the Work shall be entirely at the discretion of the Publisher. No royalty shall be payable on copies so given away, nor on copies destroyed by fire, water, in transit or otherwise. The Publisher shall have the right, without paying any royalty, to print and use as presentation copies, for reviewing or for similar publicity purposes, not more than 5 per cent of the total number of copies printed of the first edition.

7. Proprietor's free copies

7.1 On publication of its Edition of the Work, the Publisher shall send the Proprietor **five (5)** free copies to the following address: **Norstedts Agency**

7.2 The Proprietor shall have the right to purchase further copies for its own use at the lowest trade rates.

8. Copyright and original title

8.1 The Publisher undertakes to ensure that the name of the Author – and, whenever applicable, the Illustrator – shall appear in its customary form with due prominence on the title page and on the binding of every copy of the Work produced by the Publisher and on all advertisements and publicity material of the Work issued by the Publisher.

8.2 The imprint page shall include the **original title** of the Work and a copyright notice stating the name of the **author, year**, and, whenever applicable, the name of the **illustrator, year**, that the Work is **first published by Norstedts, Sweden, in 1975, 1980, 1981, 1994 and 2000** and the text **Published by agreement with Norstedts Agency**.

9. Illustrations

9.1 Unless otherwise specified herein, the rights to reproduce any illustrations and/or quoted matter from the Work are not granted in this licence, and the Publisher undertakes to bear any costs involved in obtaining such rights for their edition. The rights to reproduce the artwork, typography or design of the Proprietor's jacket/cover are not included in this Agreement.

9.2 The Publisher shall on request submit for the approval of the Proprietor the proposed cover design for the Licensed Edition and shall not use such cover design unless and until such approval has been received. The Publisher shall not be at liberty to use the cover design of the Swedish edition of the Work except by arrangement with the Proprietor.

9.3 Should the Swedish edition of the Work contain illustrative material the Publisher shall not be at liberty to use such material except by arrangement with the copyright owner thereof.

9.4 The Publisher shall not include in the Licensed Edition any illustrative material not included in the Swedish edition of the Work without written permission from the Proprietor.

10. Translation

10.1 The Publisher undertakes that the translation of the Work shall be made faithfully and accurately from the Swedish original and that abbreviations or other alterations shall not be made in it, except with the written consent of the Proprietor who reserves the right to inspect the translation at its request prior to publication. Following such inspection, should the Proprietor find, at its own discretion, that a translation contains deficiencies or else not be in compliance with the parties' agreement, the Proprietor shall inform the Publisher thereof and what reparable actions the Proprietor deems the Publisher should take.

10.2 Any change of the title of the Work shall be sent to the Proprietor for approval.

10.3 The Proprietor has the right to use the Publisher's translated title and key characters for any possible exploitation of subsidiary rights not included in this Agreement. The Proprietor also has the right to grant this right of disposition to a third party. Should this Agreement be cancelled, the Proprietor may transfer the rights of the translated title and key characters to the new copyright owners of the Work, within the language area.

10.4 Should the Swedish edition of the Work contain extracts from other copyright works, the Publisher shall at its own expense obtain permission from the copyright owners for the use of such extracts in the Licensed Edition and shall pay any fees in connection therewith.

11. Sublicensing and non-assignment of rights

The rights in the Agreement granted are assigned to the Publisher solely. The Publisher may not transfer or grant a third party any sub-licences to the rights granted under this Agreement without the Proprietor's written consent. The copyright remains the sole right of the Proprietor.

12. Reversion of Rights

12.1 If the translation of the Work goes out of print or off the market and remains out of print for six (6) months, then the Proprietor shall have the right to inform the Publisher in writing that if a new issue of the translation of the Work is not produced and marketed within six (6) months after such information, then all rights according to this Agreement shall revert to the Proprietor without further notice and without prejudice to any claim which the Proprietor may have for damages or otherwise.

12.2 The Publisher shall have the right to sell out the remaining stock of the Work for a period of two (2) years after expiration of the Agreement.

12.3 In the event of the Publisher becoming bankrupt or going into liquidation or becoming insolvent, then all rights to publish and sell further copies of the Work shall revert forthwith to the Proprietor, who shall be free to arrange for the rights elsewhere.

12.4 In the event of any payment due from the Publisher or the performance of any other obligation by the Publisher, being more than one month arrears, or of any violation by the Publisher concerning any of the terms of this Agreement, and such non-performance or violation not being rectified within one month after the Publisher having received written notice thereof from the Proprietor to do so, then the Proprietor may give notice of terminating this Agreement and all rights to the Work, given and assigned by the Proprietor to the Publisher, shall then revert to the Proprietor.

12.5 In the event of this Agreement being prematurely terminated following any of the circumstances set forth above, the Proprietor shall have the right to purchase all copies of a translation of the Work for a price equal to the Publisher's verifiable cost of production.

12.6 The Publisher shall not be entitled to any compensation or damages for any loss of profit, direct, indirect, incidental or consequential costs or damages whatsoever following a premature termination of this Agreement, regardless of cause.

13. Infringements

13.1 The Publisher shall give the Proprietor immediate notice of any acts of infringement or other unauthorized use by third parties, whether actual or suspected, involving the rights granted under this Agreement. Furthermore, the Publisher shall without delay notify the Proprietor of any actual or potential third party claims of infringement or unauthorized use following the Publisher's use of the rights granted hereunder.

13.2 The Proprietor is not under any obligation to take any actions against any actual or suspected infringements. If the Proprietor decides not to take action against a possible infringement, then the Proprietor may authorize the Publisher to take such action, such authorization not to be unreasonably withheld.

13.3 The parties shall in good faith and equity divide between themselves the costs associated with any action following infringements or unauthorized use. The foregoing shall also apply to any recovery or compensation that may be awarded as a result of such action, including but not limited to any settlement that may be reached.

14. Payments

14.1 The Publisher shall pay to the Proprietor all sums due under this Agreement without deductions of any kind for commissions, bank charges, expenses or other costs.

14.2 The Publisher agrees to remit the full amount due to the Proprietor without withholding any taxes unless ordered to do so by the relevant tax authorities. In such an event the Publisher will supply the Proprietor with written proof of that order. Additionally, the Publisher agrees to supply the Proprietor with all relevant tax forms.

14.3 The Proprietor reserves the right to charge interest on any amounts overdue under the terms of this Agreement at eight (8) per cent above the base rate of the.

15. Basic conditions

15.1 This Agreement which has been executed in two copies becomes effective when signed by both parties and the advance payment referred to in Clause 4 above has been received by the Proprietor.

15.2 The Publisher may not assign any of its rights or obligations under this Agreement to a third party without the Proprietor's written consent.

15.3 All other rights now existing or which may hereafter come into existence and which are not specifically granted in the Agreement are reserved exclusively by the Proprietor.

15.4 This Agreement constitutes the complete understanding of the parties. No alteration, modification or waiver of any of the terms in the Agreement shall be binding, unless in writing signed by both parties.

15.5 The Publisher agrees not to, without the prior written consent of the Proprietor and for an indefinite time, disclose the contents of this Agreement (including its appendices) nor such other information deemed confidential information by the Proprietor and accessed by the Publisher following the parties' cooperation under the Memorandum of Agreement and any other agreement related thereto. The Publisher shall ensure that its consultants, representatives or employees who are granted access to the information described above are to the same extent as the Publisher bound by this secrecy obligation.

15.6 The terms "confidential" and "confidential information" as used in the context of the above section shall relate to and include any and all information whether disclosed orally or in writing following the parties' fulfillment of and co-operation under this Agreement and its appendices.

16. Governing Law

The terms of this Agreement shall be construed and governed by the laws of Sweden. Any dispute that may occur shall be settled by a Swedish court of competent jurisdiction.

This Agreement has been executed in two originals of which the Proprietor and the Publisher have taken one each.

For the Proprietor For the Publisher

_____	_____
Signature	Signature

Linda Altrov Berg

_____	_____
Clarification of Signature	Clarification of Signature