

AGREEMENT

between

UNIVERSAL EDITION AG
Bösendorferstraße 12
A-1010 Vienna

Represented by:

LITA Mozartova 9 SK-81001 Bratislava

(hereinafter called the Licensor) of the one part

and

Slovak National Theatre
Pribinova 17
Bratislava

(hereinafter called the Licensee) of the other part

Whereby it is agreed as follows:

1. The Licensor hereby grants to the Licensee the right to perform

Leoš Janácek/Gabriela Preissova: JENUFA (Brno version)

in Czech language on the stage of the Slovak National theatre (new building) in Bratislava for performance(s) during the season 2012/13.



- 2. The Licensor will supply on hire to the Licensee and the Licensee shall hire from the Licensor the musical material for the purpose of the said performance(s). The License granted in Point 1 hereof is strictly limited to the performance(s) specified above and shall not be deemed to comprise the right to broadcast the same by radio or television or to produce any sound or audio-visual recording, like gramophone records, discs, magnetic tape, cassette, film or video (home video), or any other existing or future process of reproduction.
- 3. The present Licence is personal to the Licensee and shall not confer upon the Licensee the right to allow a third party to give theatrical or other performances of the said work. The Licensee shall not assign mortgage charge or part with the possession or control of this License.
- 4. The Licensee agrees to perform and produce the said work in accordance with the score unless otherwise agreed upon between the parties. Any adaptation of the music or libretto without prior written permission from the Licensor is strictly prohibited and is liable to prosecution as an infringement of copyright.
- 5. The musical material shall be used solely and exclusively for the purpose of the stage performance of the said work during such period as is set out in Point 1 hereof. The Licensee undertakes not to copy any part or parts of the material nor to permit the musical material to leave their custody or to be used or copied by third parties.
- 6. In consideration of the Licensor granting the present License and furnishing the musical material to the Licensee as herein before provided, the Licensee agrees to pay to Licensor the following sums, viz:
 - in respect of the performing right: **5** % of the gross box office takings with a **guaranteed minimum amount of EUR 400 per performance** plus VAT;
 - in respect of the Hire and Use of the Musical Material: **EUR 2700 for the season 2012/13** plus VAT.
- 7. The Licensee will make payment for the hire fees at the conclusion of this agreement and receipt of invoice. For the royalties, the Licensee will submit a detailed statement to the Licensor and make payment within one month after the last performance.
- 8. The Licensee shall bear all costs for procurement and delivery of the music material and he agrees to return the musical material at his own expense to the Licensor within fourteen days from the date of the expiry of the present Licence, complete and in good condition, fair wear and tear excepted. The Licensee shall be liable to the Licensor for the value of the musical material or any part thereof in the event of the of the material



Date:

being damaged or lost or destroyed, howsoever caused and not withstanding that such damage, loss or destruction may be due to any cause beyond the Licensee's control. The liability of the Licensee in this respect shall commence at the date of the dispatch of the musical material by the Licensor and shall terminate upon its safe return to the Licensor after use.

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9.	Acknowledgement shall be made in the	e printed programme as follows:
	"By arrangement with Universal Edi	tion, Vienna"
10.	The Licensee agrees to supply the Licensor with two complimentary tickets per performance, if so requested.	
11.	This agreement shall be governed in all respects by Austrian law, place of jurisdiction Vienna.	
ON E	BEHALF OF LITA	ON BEHALF OF THE SLOVAK NATIONAL THEATRE
	ature and stamp)	(signature and stamp)

Date: