

**THIS LICENCE AGREEMENT AND AGREEMENT ON OTHER TERMS AND CONDITIONS OF COOPERATION IS MADE ON THE**

**between**

**Kimie Nakano**

Address: c/o United Agents Ltd  
12-26 Lexington Street  
London W1F 0LE

Date of Birth

Passport number:

(herein after referred to as "the Designer")

**and**

**National Theatre Košice**

Seat: Hlavná 58, 042 77 Košice  
Performing: Mgr. art. Andrej Šoth, ArtD. - generálny riaditeľ  
Legal form: state contributory organization  
Founder: Ministry of Culture of the SR, Founding Charter No: MK-3905/2023-110/7836  
Bank contact: State Treasury  
IBAN: SK85 8180 0000 0070 0007 0481, SK35 8180 0000 0070 0024 0452  
SWIFT: SPSRSKBA  
Identification number: 312 99 512  
VAT identification number: SK2021469758  
Tax identification number: 2021469758  
Contact person: Mgr. art. Andrej Petrovič  
Telephone: +42155 – 2452 206  
Website: [www.sdke.sk](http://www.sdke.sk)  
E-mail: [andrej.petrovic@sdke.sk](mailto:andrej.petrovic@sdke.sk)  
(herein after referred to as "the Manager")

**Engagement**

The Manager hereby agrees to licence the Designer's existing costume designs for the productions of *Kaash* and *Dust* (together "the Production") to be revived by National Theatre Košice and choreographed by Akram Khan ("the Choreographer") and to engage Manager's assistant, who will work closely with the Costume Designer in the production of new costumes based on prototypes of the Author's costumes for the needs of the Production.

The Designer agrees to attend any necessary production online meetings, or face-to-face meetings at the Client's location, prior to rehearsals as mutually agreed and subject to their availability.

The Designer shall be available by phone or online as required by the Manager during the rehearsal period and until the press/opening performance, subject to their reasonable availability.

The production dates are:

Rehearsals	18.08.2024 to 17.10.2024
Get-in/technical rehearsals	Monday 7 October and Tuesday 8 October 2024
Pre-premiere	Thursday 17 October 2024 19:00
Premiere	Friday 18 October 2024 19:00

### **Fee, Royalties and Expenses**

The Manager shall pay to the Designer the total amount of **€7,500** (in words: seven thousand, five hundred). This fee shall be paid in total in 1 amount.

The Manager will pay the Costume Designer for face-to-face meetings at the Client's location total amount of **€ 300** (in words: three hundred). This fee shall be paid in total in 1 amount.

This sums shall be non-return able in any event and shall be paid by bank transfer to the following bank account upon receipt of appropriate: invoice within 30 days of the due date, whereby the invoice may be issued no earlier than the day of the premiere of the performance:

Account Name: United Agents Limited Client Account  
Bank: Coutts & Co  
SortCode: 18-00-91  
Account Number:  
IBAN:  
BIC:

The Costume Designer has not provided the Client with confirmation of his tax residency at the time of the creation of this Agreement, therefore the remuneration under this Article of the Agreement will be paid after tax at the income tax rate in accordance with the Income Tax Act (where the tax rate is 19%), including for the in-kind income provided (for accommodation). In this case, the invoiced amount will be reduced by the amount of tax.

In the event that the Costume Designer submits a certificate of their tax residency prior to the payment of remuneration under this Article of the Agreement, the remuneration will be taxed in accordance with the relevant double taxation treaty (for royalties, the tax rate is 0%; for other remuneration, the taxability of this income is assessed in accordance with Article 16(1)(a) of the Income Tax Act and Article 14 /Independent Profession/ of the relevant double taxation treaty;

Art. 14 - Income derived by a resident of a Contracting State from a liberal profession or other independent activity of a similar character shall be taxed only in that State, unless the recipient normally has a fixed base in the other Contracting State for the pursuit of his activity).

Any days of work undertaken by the Designer (only by written agreement with the Manager) following the premiere of the production, whether on- site or off-site, shall be subject to an additional daily rate of €500, such fee not to be pro-rated for less than full 8-hour days.

Any additional expenses must be agreed in writing in advance with the Manager.

The costume designer shall bear his/her own travel expenses for all trips required by the contract.

The Client shall provide accommodation for the Costume Designer on the Maláscéna of the National Theatre Košice in the time necessary for a personal working meeting with the participation of the Costume Designer at the Client's seat; the Costume Designer shall be obliged to notify (in writing, by e-mail, by telephone) of his/her failure to arrive at the accommodation by 12:00 noon on the day preceding the day of his/her arrival at the accommodation to the contact person of the Theatre specified in the header of the present Contract.

The place of taxable supply is the Slovak Republic.

### **Production**

The proportion of the allocation to costume is to be agreed with the Production Manager. On all production matters the Designer will refer to the Production Manager.

### **Costume Designer – Kimie Nakano**

Such billing to appear on all publicity, including but not limited to press releases, adverts, posters, billboards, leaflets, flyers, e-flyers, programmes and the website advertising the production.

A full biography and approved photograph of the Designer to be provided by the Designer's agent (Dan Usztan at United Agents, [dusztan@unitedagents.co.uk](mailto:dusztan@unitedagents.co.uk)), will appear in all programmes wherever any other member of the creative team is accorded such.

### **Publicity**

The Manager may make or cause to be made recordings, including video recordings, of performances for archive purposes. It is expressly understood that at no time shall the Manager use, or permit the use of such recordings to be played in public or sold, nor should they be used other than for archive purposes. If any person or company receives payment for archived extracts using the Designer's work then the Designer's agents shall be entitled to negotiate a fee for the use of the Designer's work.

The Designer agrees that the Manager is permitted to use filmed extracts of the Production for publicity purposes on television and on its social media and website, provided that each extract does not exceed three minutes of airtime, and for any Electronic Press Kit of no more than ten minutes duration.

### **Copyright**

The copyright of the products of the Designer's services under their contract pursuant to this Agreement shall be and remained vested in the Designer. No alterations may be made to the Designer's work without their prior written consent.

The above clause shall be deemed to be an exclusive license authorising the Manager to the exclusion of all other persons, to exercise those rights necessary for the purposes of theatrical presentation which would otherwise be exercisable by the Designer as owner of the copyright in the product of their services under this agreement.

The fee agreed is for the use of the designs for live performances given by Producer only until 18.10.2026.

### **First Refusal**

The Designer will have first refusal to work on any subsequent extensions, revival, tours, transfers or any further performances of the production following the above scheduled dates for a fee and/or royalty to be negotiated in good faith. If the Designer finds themselves unavailable to work on any such revivals, tours or transfers in the future, they will receive a fee and/or royalty in recognition of their copyright to be negotiated in good faith, and will have approval as to who should be physically present in their stead and the full cost of any such Associate will be borne by the Manager.

### **Tickets**

The Designers shall be entitled to two complimentary tickets to the Premiere for the purpose of controlling the performance of this contract.

### **Health and Safety**

For the avoidance of doubt, the Costume Designer is only responsible for the artistic and visual elements of their work, and it is the responsibility of the Manager and not the Costume Designer to ensure that all elements of the production comply with local fire, health and safety regulations.

### **Dispute**

If any dispute concerning this Agreement or if any matter which is not provided for in this Agreement arises, the parties shall consult with each other and come to a decision based on mutual consent. In the absence of agreement, any disputes will be settled by the ordinary courts.

### **Final Provisions**

Legal relations arising from this Contract shall be governed by Slovak law.

The Contract shall enter into force on the date of its signing by the authorized representatives of the Contracting Parties and shall come into force on the day following its publication in the Central Register of Contracts maintained by the Office of the Government of the Slovak Republic. Changes and amendments thereto shall be made in writing and shall be signed by both Parties.

This Contract shall be drawn up in 2 English and 2 Slovak language versions, one copy of each language version for each Party. Both language versions shall be considered equally authentic. In the event of any inconsistency between these language versions, the interpretation of the English language version shall prevail.

Any amendments to this Contract shall be made by written amendment by the consent of both Parties.

This Contract constitutes the entire agreement between the Parties and supersedes all prior representations, understandings, agreements and arrangements between the Parties with respect to its subject matter. This Agreement may be amended only in writing and confirmed by the Parties.

Agreed and signed

Agreed and signed

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Mgr. art. Andrej Šoth, ArtD.  
For and on behalf of National  
Theatre Košice

.....  
Kimie Nakano