



AGREEMENT ON TRANSLATION – DRAFT

between **National Theatre Kosice**
Seat: Hlavná 58, 042 77 Kosice, Slovak Republic
Legal representative: Mgr. art. Andrej Soth, ArtD.
Founder: Ministry of Culture of the SR,
Founding charter, No: MK-3905/2023-**110/7836**
Legal form: state subsidized organization
Identification number: 312 99 512
Tax identification number: 2021469758
VAT identification number: SK2021469758
Bank contact: State Treasury
IBAN: SK85 8180 0000 0070 0007 0481
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e-mail: zuzana.kundratova@sdke.sk
(„NDKE“)

and

Universal Edition AG
Seat: Forsthausgasse 9, 1200 Wien, Austria
Legal representative: Mag. Stefan Ragg, Mag. Astrid Koblanck
Legal form: public limited company
Identification number: 73843v
Tax identification number: 0836702
VAT identification number: ATU14891900
Bank contact: UniCredit Bank Austria AG, Jakov-Lind-Strasse 13/5 OG,
1020 Wien, Austria
IBAN: AT21 1200 0006 0219 8202
Telephone: +43 1 33723-0
e-mail: customer-relations@universaledition.com
(“UE”)

1. UE grants NDKE the non-exclusive right to artistic translation of the Polish libretto by Jaroslaw Iwaszkiewicz of the following work into Hungarian:
Karol Szymanowski KROL ROGER op. 46
2. The Polish libretto will be translated into Hungarian by the Translator for use in surtitles/subtitles. NDKE shall arrange for the translation through a separate contractual relationship with the translator.
3. Permission is granted to use the Hungarian translation in surtitles/subtitles for a guest performance of NDKE at Eiffel Art Studios, Banffy Hall in Budapest on 22 August 2023. From the performance (which includes a translation of the Polish libretto with subtitles by Jaroslaw Iwaszkiewicz for Karol Szymanowski's work KRAL ROGER op. 46 into Hungarian), will be made an audiovisual recording which the NDKE is authorized to use for promotional purposes in the scope of 3 minutes, on the website and social network channels (YouTube and social networks) until 23.08.2023 and NDKE is entitled to transfer consent for its use to the Hungarian State Opera and the main organizer of the festival (Theatre Olympics Nonprofit Ltd.), where the performance of Kral Roger will be presented. Any other exploitation is subject to a separate agreement between UE, NDKE and the Translator.

Permission is granted to reproduce the English translation by Geoffrey Dunn in the program book accompanying the performance.

4. No rights other than those mentioned in this Contract have been assigned.
5. A handling fee of EUR 250.- shall be due for the translation and EUR 80.- per performance for surtitles/subtitles as well as a fee of EUR 250.- for reproduction of the English translation in the

program book, payable upon the entry into force of this Contract.

6. The Translator assigns to UE the exclusive right of exploitation of the translation on a worldwide basis and for the term of protection of the translation in the respective countries.
7. NDKE and the Translator do not have the right to use the translation for purposes other than those described in clauses 2 and 3 and do not have the right to make photocopies of the translation or to rent or distribute it.
8. The Translator does not participate in grand rights, small performing and broadcasting rights and has no share in mechanical rights.
9. The copyright notice on the translation shall read:
Karol Szymanowski KROL ROGER
Polish libretto by Jaroslaw Iwaszkiewicz
© Copyright 1925, 1953 by Universal Edition A.G., Wien.
Hungarian translation by Vertere-jazykovyservis, s.r.o
© Copyright 2023 by Universal Edition A.G., Wien
10. NDKE will remit the fees (mentioned in point 5. of this Contract) in the total amount of €580 to the account of Universal Edition AG, IBAN AT12 1200 0006 0219 8202, SWIFT/BIC BKAUATWW at UniCredit Bank Austria, 1020 Vienna, Austria on the basis of the invoice issued.
11. One copy of the Hungarian translation shall be sent to Universal Edition AG, Forsthausgasse 9, 1200 Vienna, Austria, as a pdf by email.
12. Amendments to this Contract shall be made in writing.
13. This Contract is drawn up in English and Slovak language versions. In the event of any inconsistencies between the two versions of the Contract, the English language version shall prevail.
14. This Contract shall be governed by and construed in accordance with the laws of Austria. In addition, the Parties submit to the jurisdiction of the courts having jurisdiction under applicable law.
15. This Contract becomes valid on the day of signing by both Contracting Parties and effective on the day following its first publication in the Central Register of Contracts (www.crz.gov.sk), which is maintained by the Office of the Government of the Slovak Republic.
16. Any dispute arising out of or related to this Contract shall be notified in writing by each Party to the other Party and the Parties shall use their best efforts to settle the dispute amicably within fifteen (15) days from the date of receipt of the notification.
17. The Parties agree that if NDKE's right to make a translation under this Agreement precedes the date of signing of this Agreement, they hereby settle their mutual rights and obligations arising from the use in question, and such use shall be reflected in the fee agreed in this Agreement.

Košice,

Viedeň,

Mgr. art. Andrej Šoth, ArtD.
National Theatre Kosice

UNIVERSAL EDITION A.G., Viedeň

Gloria Nogue