

SCRIPT LICENCE AGREEMENT

Pursuant to section 46 of the Act No. 121/2000 Coll., Copyright Act

1. DEFINITIONS: The following shall apply to this Script Licence Agreement:

Date:

Licensor: **Ricky Gervais, Stephen Merchant**

Acting through: **United Agents, Duncan Hayes' Office**
12 – 26 Lexington Street, London, W1F OLE

Contact person: **Helen Robinson**, HRobinson@unitedagents.co.uk,
+ 44(0) 203 214 08 62

Licensee: **Městská divadla pražská, příspěvková organizace**
V Jámě 1, 110 00 Prague 1
Czech Republic
ID-No.: 00064297
Tax No.: CZ00064297

Acting through: Bc. Ondřej Zajíc, director

Contact person: **Justina Kašparová**, justina.kasparova@m-d-p.cz,
+ 420 224 948 071

Script / Play: **THE OFFICE**

Author: **Ricky Gervais, Stephen Merchant**

Licensed Territory: Czech Republic

Licensed Language: Czech

Advance Payment: 2000 GBP

Royalty: SEVEN percent (7%) of the gross box office income of all performances in the Licensed Territory. Gross box office income shall mean the gross sum received from the sale of tickets without any deduction except only box office commission, credit card commission, approved discount and VAT.

Opening Date: Within EIGHTEEN (18) months from the Date of this Agreement

Length of Agreement: TWO (2) years from the date of the first performance hereunder.

Minimum number of performances to be given in every period of twelve months dating from the first performance hereunder:

TWENTY (24)

2. LICENCE

- a) The Licensor hereby grants to the Licensee a Licence pursuant to section 46 of the Act No. 121/2000 Coll., Czech Copyright Act, subject to all the terms hereof, to produce and present the Play based on the Script in the Licensed Language on Licensee's stage in the Licensed Territory, provided that the Licensee pays the Advance Payment on the execution hereof and that the first public performance occurs not later than the Opening Date and provided that all the Licensee's other obligations hereunder are duly performed. This Licence is granted as an exclusive licence for the Licensed Territory.
- b) The Licensee agrees to pay the agreed Royalty to the Licensor.

3. TRANSLATION

- a) The Licensee agrees to have Script translated and/or adapted by a first class dramatist.
- b) The translation and/or adaptation shall be made at the Licensee's expense and without any deduction from the Licensor's Advance Payment or Royalty.

4. PAYMENTS

- a) All payments hereunder shall be made in Euros by wire transfer to:
Bank:
Bank Address:
Account Name:
Account Number:
Bank Sort Code:
- b) The Advance Payment shall be paid to the Licensor on the execution hereof and shall be deemed a returnable advance against the Royalty. The Advance payment shall be included towards the Royalty. The Royalty shall be computed upon the gross box office receipts of all performances of the Play based on the Script in the Licensed territory.
- c) The Licensee agrees to pay the Licensor the Royalty for the performances within fifteen (15) days after the end of each month during which the Play based on the Script is presented, and payments shall be accompanied by certified returns and accounts of all takings at each performance of the Play based on the Script.
- d) The Licensee agrees to send to the Licensor complete accountings for all performances within fifteen (15) days after the end of each month during which the Play based on the Script is presented.
- e) Upon written notice given to the Licensee by the Licensor, the Licensor shall have the right to designate representatives to act on behalf of the Licensor to inspect the books and records of the Licensee pertaining to the licensing and production of the Play

based on the Script. Licensor shall not disclose information acquired during such inspection to third parties or to use it for its own benefit.

5. BILLING CREDIT

The Licensee shall state or cause to be stated the name of the Author or Authors as the sole author or authors of the Script/Play immediately above or immediately below title of the Play, in all programmes, posters, billboards, sings, circulars, advertisements and paid announcements of the Play based on the Script. Licensee shall send to the Licensor a copy of the theatre programme, posters and other publicity material relating to the Play based on the Script whenever these become available, upon written request of the Licensor.

6. LIVING STATE RIGHTS

The Licensee's right to produce and present the Play based on the Script is limited to the spoken living stage. In particular, no rights are granted hereunder to present or record any part of the show for film, television, radio, phonograph records, audio tapes, compact disc or other devices, or to print or publish any part of the Play based on the Script, or to create or sell any merchandising based on the Play.

7. TERMINATION OF AGREEMENT

The Licensor shall be at liberty to terminate this Agreement by letter to that affect sent to the Licensee at this address under the following circumstances:

- a) If the Licensee should at any time fail or neglect to observe any condition of this Agreement except through circumstances over which he has no control, or
- b) If the Licensee becomes bankrupt or insolvent or takes advantage of any bankruptcy, insolvency or similar law or if the Licensee's assets or any part thereof are attached, levied, upon or seized by any creditor, official or other person, firm, corporation, or government body or if the business of the Licensee is substantially liquidated or terminated.

8. NOTIFICATION OF REHEARSAL

The Licensee agrees to notify the Licensor of the date when the Play goes into rehearsal for its first production hereunder.

9. APPLICABLE LAW

This Agreement shall be governed by Laws of the Czech Republic, notably by the Act No. 121/2000 Coll., the Copyright Act.

The foregoing is agreed to by:

In Prague, on2012

In London, on2012

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Městská divadla pražská
Bc. Ondřej Zajíc, ředitel

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