**Národní divadlo Brno, příspěvková organizace, Dvořákova 11, 65770 Brno**

e-mail: stepankova@ndbrno.cz, tel. +420 720 071 513

**License Agreement: Video on Demand of DREI SCHWESTERN, Theatre World Brno 2021**

concluded pursuant to § 1746 par. 2 of Act No. 89/2012 Coll., the Civil Code

Contracting parties:

**Münchner Kammerspiele**

Registered office: Falckenbergstraße 2, 80539 München, Germany

Represented by: Barbara Mundel, Artistic Director, and Oliver Beckmann, Managing Director

VAT number: DE129524000

Legal form: self-establishment of the city of Munich

Bank details:

Account Holder: Münchner Kammerspiele

Name of bank: : Deutsche Bank München

Bank address: Maximilianstraße 26, 80539 München, Germany

IBAN: DE18 70070024 0410777700

BIC: DEUTDEDBMUC

(hereinafter “the Licensor”)

and

**Národní divadlo Brno, příspěvková organizace**

registered office: Dvořákova 11, 657 70 Brno

represented by: MgA. Martin Glaser, director of the NDB

IČO: 00094820

# DIČ: CZ00094820

Commercial Register of the Regional Court in Brno, section Pr, entry 30

Account no..: UniCredit Bank 2110126631/2700

(hereinafter “the Organizer”)

**I.**

**Subject of the Contract**

1. The LICENSOR authorizes the ORGANIZER to do internet streaming during the festival Theatre World Brno 2021 of the performance entitled: **Drei Schwestern**, director Susanne Kennedy, in production of Münchner Kammerspiele between 20.05.2021 and 25.05.2021 as public video on demand (internet streaming) for 24 hours. The stream will be available for free with Czech subtitles on platform www.divadelnisvet.cz., non downloadable.
2. The organizer undertakes to pay the Licensor remuneration for the aforementioned discharge of obligation in accordance with this contract.

**II.**

**Price and Payment Terms**

1. The Organizer shall pay the licensor a fee of **2 757,90 EUR gross.**
2. The payment shall be made by wire transfer to the Licensor bank account specified in the invoice, after the taxation in the Czech Republic in accordance with the tax provisions in this agreement, on the basis of an invoice issued by the Licensor after the streaming, via bank transfer 14 days from the delivery of the invoice to the organizer.
3. The Parties agree to apply SHA (shared) charges for all payments made under this contract to the accounts held outside the territory of the Czech Republic.
4. The ORGANIZER undertakes to pay any VAT top on the gross amount of the license fee agreed in this contract, at the rate valid on the date of the taxable event.
5. The Licensor provides evidence that it is a subsidised institution established as a self-establishment of the city of Munich.
6. The taxation of the amounts above will be provided in the Czech Republic in accordance with the relevant laws of the Czech Republic, respectively according to the Agreement on the Avoidance of Dual taxation between Czech Republic and Germany.
7. On signature the Licensor provides to the organizer the confirmation of the actual tax domicile.
8. The LICENSOR declares, that it is the beneficial owner of all income paid under this agreement and that it does not have a permanent establishment in the Czech Republic as of the date of signing this agreement (according to the double taxation agreement concluded between the Czech Republic and Germany or Czech tax laws).
9. The LICENSOR undertakes to provide additional cooperation in addition, if the tax administrator verifies the correctness of the tax payment arising from this contract, i.e. in particular, The LICENSOR shall provide relevant evidence of its tax residency.

In case, that this cooperation is not provided by The LICENSOR and The ORGANIZER is obliged to pay additional tax (including its accessories), The LICENSOR undertakes to pay this amount immediately to the ORGANIZER'S account.

In a situation where change of The LICENSOR residency occurs, The LICENSOR undertakes to immediately inform The ORGANIZER of this information, including the documentation of all evidence that clearly demonstrates this change.

 **III.**

**Obligations of the Contracting Parties**

1. **The organizer’s obligations:**
2. The ORGANIZER agrees not to spread any further image carrier and sound storage medium connected to the performance without the prior written consent of the LICENSOR.
3. The ORGANIZER agrees to pay of the license fee for the aforementioned discharge of obligation in accordance under Article I.
4. **The performer’s obligations**
5. The Licensor undertakes to deliver the material (i.e. audio video recording, credits, subtitles, etc.) which is the subject of this Agreement, within the agreed term, scope and quality determined by the Organizer.
6. The Licensor is responsible for defects in the delivered material, which is the subject of this contract. The Organizer is entitled to complain about defects. The Licensor is obliged to make an immediate remedy.

**VI.**

**Final Provisions**

1. This contract enters into force and effect on the date of signing by both contracting parties.
2. The contracting parties agree with the publication of this contract in full version in the register of contracts pursuant to the Act no. 340/2015 Coll. (Law of the contracts registry).
3. The contract can be modified and supplemented only through written, sequentially numbered amendments.
4. This contract has been drawn up in 2 copies, and each contracting party will receive one copies.

Brno, Munich,

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on behalf of the organizer on behalf of Licensor

**Martin Glaser Oliver Beckmann**

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 **Barbara Mundel**