

**MEMORANDUM OF AGREEMENT** made this .....

**WHEREBY**

**The National Theatre**

Ostrovní 1, 112 30 Praha 1

Commercial Reg. No.: 00023337, DIČ:CZ00023337

Represented by: prof. MgA. Jan Burian, General Director of the National Theatre (hereinafter called “the Licensee”) is granted the non-exclusive right throughout Czech Republic to give professional performances of

**Extracts from THE WASTE LAND (hereinafter called ‘the Work’) by T.S. Eliot (hereinafter called ‘the Author’) to be included in the stage adaptation called *Don Quixote. The Waste Land* (such stage adaptation referred to as ‘the Production’). The Production will reuse extracts from the Czech translation of the Work by Petr Onufer. The Licensee warrants that they will make arrangements separately with the translator for permission to reuse his translation. A draft script (in English) showing the extracts from the Work that the Licensee wishes to reuse is to be submitted to the Licensor for the approval of the T.S. Eliot Estate (hereinafter called ‘the Author’s Representative’) by 1 August 2024. The Licensee will submit a final script to the Licensor for approval by the Author’s Representative by 1 February 2025. The Author’s Representative shall have approval over the script (such approval not to be unreasonably withheld or delayed) and such approvals must be given in writing.**

From 30 April 2025 to 30 April 2028 for a maximum of 50 performances and subject to the following conditions laid down by

**Faber and Faber Ltd** (hereinafter called “the Licensor”) of The Bindery, 51 Hatton Garden, London, EC1N 8HN

1. Signature and return by you of this Agreement within 14 days.
2. Payment by you of:
  - i. a non-returnable advance of UK £4,600 (four thousand and six hundred pounds sterling) to be set against the royalties in ii) below. Upon countersignature of this agreement, the Licensor will send the Licensee an invoice for the advance. This will then form a valid agreement between yourselves and ourselves as authorised agents.
  - ii. a royalty of 8% of your box office receipts (net of VAT, agency and credit card commission) payable with certified statements sent to the Licensor not later than fourteen days following the last performance of the Play in each quarter (i.e. 30 June, 30 September and 31 December 2025 and quarterly thereafter till the end of the production). The Licensee shall provide the Licensor with proof of deduction of the relevant amount from the advance. After the advance has been used up, the Licensee shall pay the Licensor any sums due on a quarterly basis as outlined above. You shall provide the Licensor with details of all performance dates as soon as these are confirmed.

3. Prominent credit that the Production features extracts from The Waste Land by **T.S. Eliot** must be given in all programmes, posters, leaflets and advertising matter in connection with your presentation. The Author shall be accorded credit of a similar prominence to that accorded to the Director.  
Two copies of all such publicity material, together with one copy of any relevant press reports, should be sent and received by the Licensor as soon as they become available.
4. The Author's Representative shall be granted at least 4 (four) complimentary tickets for the first night of the Play or, if they are unable to attend, for a subsequent performance.
5. Permission is granted for English surtitles of the relevant extracts from the Work to be displayed during the Production.
6. All monies due hereunder shall be paid to Licensor aforesaid as duly authorised agents whose receipts in conforming with the terms hereof shall be in good and valid discharge therefor.
7. The Licensor reserves all rights not expressly granted to the Licensee under this Agreement. Rights granted in this agreement are valid for the duration of this contract, following which all rights shall revert automatically to the Licensor.
8. The Publishers will ensure that any and all information and personal data supplied by the Proprietors or the Author for the performance of their duties as publishers of the Work shall be adequately protected under any and all relevant data protection laws.
9. This Agreement may be executed in two or more counterparts and each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement. Executed Agreements transmitted electronically shall be considered originals, fully binding and with full legal force and effect.
10. The Licensee shall be permitted to record a rehearsal of the Production containing the Work solely for the purposes of sharing clips of the Production being no longer than three (3) minutes in length solely for the non-commercial purposes of publicity and promotion.
11. The law of England and Wales shall apply to this Agreement.

**In witness whereof the hands of the parties hereto the day and year first above written.**

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**For and on behalf of Faber and Faber Limited**

**Date**

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**For and on behalf of The National Theatre**

**Date**