

Memorandum of Agreement dated 15th day of April 2017

Between

The Hanoch Levin Institute of Israeli Drama

Office: The Cameri Theatre of Tel Aviv
30 Leonardo da Vinci Street
P.O.B. 14033, Tel Aviv
6114001 Israel
(hereinafter called **The Licensor**)

And

The Municipal Theatres of Prague, Theatre ABC

V Jámě 1, 110 00 Prague 1,
CZECH REPUBLIC

(hereinafter called **The Licensee**) of the other part

Whereas the Licensor owns and controls the rights herein granted in the text of a play entitled **IMMA-MA** (hereinafter called **The Play**) by **Hadar Galron** (hereinafter called **The Writer**)

1. The Licensor hereby grants to the Licensee sole and exclusive rights to translate the said Play into the **Czech** language and to produce the Play with living actors on the professional stage in **Czech Republic** (hereinafter called The Territory) for a period of 24 months from the first opening night (on March, 2018) under this license subject to the terms and conditions set out hereunder. The Licensee shall have additional 12 months to continue running the production of the Play in **Czech Republic**.

During that additional 12 month period, the rights given to the Licensee within the **Czech Republic** will be non-exclusive, while the rights in **Prague** will remain sole and exclusive.

The Licensee shall have 12 months within which to open, 36 months to run the show; providing that there will be a minimum of 15 shows per season.

2. In consideration of the license herein granted the Licensee shall pay to the Licensor such sum as after all deductions whatsoever will amount to Euro 2,000 (Two Thousand Euro) payable upon the signature of this agreement to be on account of the royalties hereinafter mentioned such sum not to be returnable in any event whatsoever.
3. The License shall produce or cause to be produced The Play in a first class manner in a first class theatre in the aforementioned Territory failing which this license shall terminate and all rights revert to the Licensor.
4. The Licensee shall pay to the Licensor a royalty of 7% (seven percent) of all fees and royalties collected from the exploration of the play hereunder such sum to be not less than 7% (seven percent) of the gross receipts from the sale of seats and admission to any theatre or place of entertainment where the play shall be played under this agreement plus value added tax if applicable subject only to any statutory deductions where no exemption has been obtained under the appropriate treaty between Israel and the Territory.

5. Payment of the sum due to the licensor in respect of all performances given during the preceding quarterly shall reach the Licensor not later than 20th (twentieth) day of the following months: April, July, October and January, accompanied by signed and certified statements showing how the sum paid has been calculated.
6. All monies due to the Licensor hereunder shall be made payable to:
Bank Leumi of Israel
Branch: Dizengof Center, branch no. IL-010806
Branch address: 50 Dizengof St., Tel-Aviv, Israel
Account no. 806296654-17
Swift code: LUMIILITXXX
7. The Licensee shall ensure that the translation is made by a translator well-qualified for the purpose and it is to be understood that this is a matter in which the Licensor relies on the Licensee's expert skills and judgment. No rights shall be granted to a translator without the Licensor's prior writer approval.
8. The translation shall be faithful to the original play and a copy of the translation shall be submitted to the Licensor for his approval not later than 8 (eight) weeks prior to rehearsals and the text and the title of the translation must be so approved before the commencement of any rehearsals. If the Licensor requires any changes to be made they must be made without demur (and if necessary a new translation commissioned) until the script is rendered wholly satisfactory to the Licensor. No changes shall be made to the approved text or title unless written authority to do so has been received from the Licensor.
9. The Licensee shall bear all expenses connected with the translation of the play and shall be responsible for the payment of any fees and share of royalties due to the translation.
10. The director and the cast for the first production of the play shall be subject to the approval of the Licensor which shall not be unreasonably withheld. Should an Israeli director be invited to direct the Play in the Territory the Licensor must approve the said director absolutely.
11. The Writer's name shall be displayed prominently immediately following the title of the play on all programs, bills, posters, advertising and publicity material. The translator's name shall never precede the Writer's name nor shall the lineal measurements of its lettering be more than one half of the same measurements of the lettering of the writer's name unless specifically agreed with the Licensor.
All rights are reserved by The Institute of Israeli Drama.
12. The Licensee agrees to keep the licensor informed of the production dates and details at least one month before each production of the play hereunder and shall supply to the Licensor press comments upon such production together with two copies of the programs and poster and production photographs if requested.

13. The Licensee shall not assign this agreement or any part of it without the consent of the Licensor and in the event of any sub-license shall be responsible to the Licensor the terms herein set forth are complied with.
14. The Licensor reserves to himself all rights not specifically granted herein including radio, television, and publication right in the Play and all offers and inquiries therefore shall be promptly referred to the Licensor. It is being understood that the Licensor alone can grant such rights and the Licensor shall be signatory to any contract dealing with such rights.
The Licensee shall have no right to interest any cinematograph rights which already exist or may hereinafter be invented and shall not permit the play to be published but only produced for the purpose of stage production.
15. Nothing in this agreement shall be deemed to constitute a partnership between the parties hereto.
16. If the Licensee shall at any time fail or neglect to observe this agreement or any part thereof or if the Licensee shall fail for the space of 14 (fourteen) days to render any account required to be rendered by the Licensee under the terms of this agreement or to remit the payments due to the Licensor as herein stipulated then this agreement and the License herein granted shall thereupon automatically terminate but without prejudice to any claim which the Licensor may have against the Licensee for any arrears of payments due or otherwise.
17. This agreement is made according to the law of Israel and subject to the jurisdiction of the Israeli courts of justice.

This agreement is only valid when accompanied by the Licensor's receipt for the said advance mentioned in clause 2.

In witness whereof the parties have set their hand on the day and year hereinabove first mentioned.

Licensor

For _____
Licensee