

AGREEMENT FOR WORK WITH INTANGIBLE RESULT

ACCORDING TO ART. 2586 AND ART. 2631 ET SEQ. OF THE CIVIL CODE

Agreement number 1 / TP917N00202

Janáčkova akademie múzických umění v Brně

Beethovenova 650/2, 662 15 Brno

identification number (IČ) 62156462, tax identification number (DIČ) CZ62156462

bank connection: xxxxx, account number: xxxxx

tel.: xxxxx, fax: xxxxx

e-mail: xxxxx

(hereinafter the "licensee")

represented by: doc. Mgr. Petr Francán, dean of the theatre faculty

and

Name, surname: JAN KLATA

Date and place of birth: xxxxx, xxxxx, xxxxx

Address: xxxxx

Tax identification number (DIČ): 5251984835

Registered: I-SZY URZĄD SKARBOWY WARSZAWA ŚRÓDMIEŚCIE, UL. LINDLEYA, POLAND

tel.: xxxxx; e-mail: xxxxx

(hereinafter the "supplier")

enter into the following agreement

I.

Purpose of the Agreement

(1) The customer is ordering a work with an intangible result, such work being the object of completion under this agreement for the purpose of its use in all ways without restriction, including modifications, being joined with other creations or elements or inclusion in a collection thereof.

(2) The supplier declares that it is authorized to execute the work, that it has the knowledge, skills and experience necessary for the professional fulfillment of his/her obligations under this agreement in the highest quality and undertakes to do so. The supplier declares that, for tax purposes, he/she is a foreigner in regard to the Czech Republic.

II.

Object of the Agreement

(1) The work that is to be completed under this agreement is understood to mean the execution of Workshop SHAKESPEARE: STRATEGIES FOR SURVIVAL HAMLET/KING LEAR/MACBETH/MEASURE FOR MEASURE; (hereinafter the "work"). The work is a part of the following project: Internacionalizace.

(2) The work must be completed with professional care in accordance with the customer's requirements set out in this agreement, as well as in accordance with all relevant legal regulations.

(3) The supplier of the work declares that he/she has acquainted himself/herself with the customer's requirements, and that they do not constitute inappropriate instructions and that none of the items that the customer may have given to him/her or may give to him/her for use constitutes an inappropriate item, unless he/she has alerted to such in writing within 3 days of the receipt thereof.

III.

Obligations of the Contracting Parties

(1) The supplier shall, at its own cost and risk, create for the customer a work according to this agreement.

(2) The customer undertakes to take receipt of the duly completed work and to pay the supplier the agreed price in accordance with the provisions of this agreement.

IV.

Handover and Receipt of the Work

(1) The place of performance is: Theatre Faculty of Janáček Academy of Music and Performing Arts in Brno.

(2) The work will be created no later than by 3. 12. 2017.

(3) The work is considered to have been duly executed as of its due completion and handover to the customer in a state enabling its use by the customer including all necessary documents and information. An artistic performance is considered to have been handed over as of its due creation, unless agreed otherwise.

V.

Price of the Work

(1) The total price of the work is agreed to be in the amount of CZK 66.115 including 15% income tax which will be deducted by the licensee/customer. The supplier shall receive the net salary (after tax deduction) of CZK 56.198. The contracting parties have agreed upon the price of the work as a fixed price, which cannot be exceeded, and which will not be valorized.

(2) The price of the work includes all of the supplier's costs for performance under this agreement, even if not expressly mentioned in the agreement. The supplier assumes the risk of a change in circumstances.

VI.

Payment Terms

(1) The customer shall pay the price of the work upon the due and non-defective creation of the work and its receipt. The customer shall pay the price of the work within 30 days of the date on which the supplier delivers the invoice to it, or the date on which a confirmation of creation of the work was issued.

(2) The customer shall pay the price of the work in cash based on this agreement. Other agreement regarding payment of remuneration: none.

(3) If the supplier is a payer of value added tax (hereinafter "VAT") and the account stated in the heading of this agreement is not, as of the date of the entry of the account payment order, the account that is published by the tax authority according to the VAT Act, then to such account. If there are multiple such accounts, then to that one of them which the supplier has designated in writing, otherwise to any of them according to the customer's choosing. If no bank account connection has been published by the tax authority, the customer is entitled to defer payments until the 30th day after the supplier has notified it in writing of the publishing of a new account number.

(4) Should the supplier become an unreliable payer of VAT within the meaning of the VAT Act:

- a. he/she shall be obligated to notify the customer of such fact immediately, but no later than as of the provision of the first subsequent taxable supply, and to provide it with the necessary information for the payment of VAT from the performance in question directly to the relevant tax authority,
- b. the customer shall have the right to reduce any other payments to the supplier by the amount of the VAT and to pay the VAT from the performance in question on behalf of the supplier.

(5) A supplier that is or becomes a payer of VAT is obligated to notify the customer in writing, immediately after entering into the agreement or after having become a payer of VAT, of the bank connection for his/her account that the tax authority has published, if he/she has not already provided it in the heading of the agreement, as well as to notify the customer immediately in writing of any changes to such information.

VII.

Rights and Obligations of the Contracting Parties

The supplier is obligated, without undue delay, to notify the customer in writing of circumstances that could have an effect on the due and timely completion of the work, or on the achievement of the purpose pursued by this agreement, and which arise or, on the contrary, do not arise, from the documents or information otherwise made available to the supplier by the customer for the purpose of the fulfillment of this agreement.

VIII.

License

(1) In regard to the creation, the supplier grants to the customer an exclusive right, free of charge, unlimited in terms of territory, time, quantity or otherwise, to exercise the right to use it in all manners (hereinafter the license). If an exclusive license is granted, then under the suspensive condition that the supplier utilizes his/her right according to Art. 2378(1) of the Civil Code, he/she grants to the customer, free of charge, a non-exclusive right, unlimited in terms of territory, time, quantity or otherwise, to exercise the right to use the work in all manners.

(2) The customer is entitled to modify the work, to join it with other creations or elements, or to include it in a collective work. The customer is not obligated to utilize the license and can grant or assign the rights comprising its parts, in full or in part, to a third party. The termination of the license shall not terminate or otherwise affect the sublicenses previously granted by the licensee.

VIIIa.

Contractual Penalties

(1) Should the supplier breach his/her obligation to perform in a due and timely manner, he/she shall be obligated to pay the customer a contractual penalty in the amount of triple the price of the work.

(2) Should the customer breach its obligation to pay the price of the work in a timely manner, it shall be obligated to pay the supplier contractual penalty in the amount of .1% of the price of the work or of the part thereof, the payment of which is delayed, for each commenced day of delay.

(3) Should the supplier breach his/her obligation to inform the customer that he/she is or has become a payer of VAT or an unreliable payer of VAT or to notify it of his/her account that is published by the tax authority in a manner enabling remote access, he/she shall be obligated to pay the customer a contractual penalty in the amount of the VAT on the remuneration.

(4) The contracting parties have agreed that the supplier's obligation to pay a contractual penalty does not preclude the customer's right to compensation of damage and the contractual penalty is due, even without request, on the first day of the calendar month following after the month in which the right to the contractual penalty arose.

IX.

Final Provisions

(1) The agreement is drawn up in three counterparts, of which the customer shall receive two and the supplier shall receive one, and becomes effective as of the moment of its signing by the last contracting party.

(2) The relations between the parties arisen from the agreement and not regulated by the agreement shall be governed by the law of the Czech Republic. If the agreement is drawn up in multiple language versions, the Czech version shall prevail.

(3) This agreement can be changed and the relationship arising from it can terminate only by way of a legal act in written form in a deed or by way of messages delivered to a data mailbox; any other form is excluded, unless agreed otherwise in this agreement. Each of the parties is entitled to change the contact information (tel., email) and addresses stated in this agreement by delivering a written notice to the other contracting party, in which it states which of the contact information is changed and in what way.

(4) The acceptance of an offer by a contracting party to this agreement with an amendment or deviation is not an acceptance of the offer to enter into this agreement or its change, even if it does not substantially change the terms of the offer.

(5) None of the contracting parties is entitled to assign the claims that they may acquire from this relationship or in connection with it in regard to the other contracting party, to a third party without the written consent of the other contracting party. The supplier is not entitled to set off a claim against the customer's claim.

(6) The licensor grants consent to the licensee to the processing of his/her personal data as stated in this agreement or of those that the licensee has learned of through the relationship established by the agreement or in connection with it; if the agreement comprises part of a project, the licensor agrees to the processing and transmission of stated personal data to third parties for the purpose of recordkeeping, monitoring and supervision of the project or for similar purposes.

(7) The contracting parties declare that they have read the agreement thoroughly, that they agree to its content, and that they are aware of the obligations arising for them from this agreement. Further, they also declare that this agreement expresses their true, free and serious will, that it has not been entered into in distress or under conspicuously disadvantageous conditions, and they affix their signatures as evidence thereof.

In Brno on 2. 12. 2017

In Brno on 2. 12. 2017

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Supplier

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Customer