

LICENSE AGREEMENT

ACCORDING TO ART. 2371 ET SEQ. OF THE CIVIL CODE

Janáčkova akademie múzických umění v Brně

Beethovenova 650/2, 662 15 Brno

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

bank connection: Komerční banka, account number: 27-0493900217/0100

tel.: 542 59X XXX, fax: 542 59X XXX

e-mail: XXX@jamu.cz

(hereinafter the "licensee")

represented by: XXX, XXX

and

XXX, born X.X.XXXX

place and country of birth XXX

address XXX (including postcode)

identification number (IČO) XXX, tax identification number (DIČ) XXX

country of tax residency XXX

tax identification number in the country of tax residency XXX¹

bank connection: XXX

tel.: XXX, fax: XXX

e-mail: XXX@XXX.XX

(hereinafter the "licensor")

enter into the following licensing agreement

I.

Licensor and Creation

(1) The licensor declares that he/she is the sole creator of the creation, that it is not a derived creation, and that there is not impediment for which he/she could not grant a license to the licensee under this agreement. The licensor declares that, for tax purposes, he/she is a resident in regard to the Czech Republic.

(2) The creation under this agreement is an artistic performance XXX, which is defined in more detail in Annex No. 1 to the agreement. The creation came into existence as part of the following project: XXX.

II.

License

(1) In regard to the creation, the licensor grants to the licensee an exclusive right, 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 licensor utilizes his/her right according to Art. 2378(1) of the Civil Code, he/she grants to the licensee, free of charge, a non-exclusive right, unlimited in terms of territory, time, quantity or otherwise, to exercise the right to use the creation in all manners.

(2) The licensee is entitled to modify the creation, to join it with other creations or elements, or to include it in a collective work. The licensee 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.

III.

Remuneration

(1) The license is granted free of charge.

¹ <https://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-identification-numbers/>

(2) For the granting of the license, the licensee shall pay the licensor remuneration in the amount of CZK XXX including all taxes, fees and customs. The licensee shall deduct and pay from the remuneration, if obligated to do so under law, taxes or other levies imposed by law in the amount prescribed by law.

(3) The remuneration includes all of the licensor's costs for the granting of the license, primarily including costs for the provision of documents and information necessary for the exercise of the license, any travel costs and costs of accommodations, unless agreed otherwise. The licensee at its own cost to the licensor: XXX.

(4) The remuneration shall be due within 30 days of the date on which the licensor has provided due performance according to the agreement. In the event of a licensor that is obligated to keep accounting or is a payer of VAT, the remuneration is due within 30 days of the date on which the licensor has provided due performance according to the agreement and delivered an invoice to the licensee with the required content of an accounting and/or tax document.

(5) The remuneration shall be paid by way of non-cash transfer to the account stated in the heading of this agreement, unless agreed otherwise. Other agreement regarding payment of remuneration: none.

(6) If the licensor is a payer of value added tax (hereinafter "VAT") and the account stated in the heading of the agreement is not, as of the date of the entry of the 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 licensor has designated in writing, otherwise to any of them according to the licensee's choosing. If no bank account connection has been published by the tax authority, the licensee is entitled to defer payments until the 30th day after the licensor has notified it in writing of the publishing of a new account.

IV.

Rights from Defective Performance

(1) Regardless of whether a defect in the license is a significant or insignificant breach of the agreement, the licensee shall also have, in addition to the right to compensation of damage, according to its choosing, the right:

- a. to the granting of a non-defective license,
- b. to a commensurate discount on the remuneration, or
- c. to withdraw from the agreement and to demand the return of the whole of the remuneration.

(2) The licensor shall have an obligation to satisfy the licensee's right no later than within 1 month of the date on which it has been exercised in regard to him/her.

IVa.

Unreliable Payer of VAT

(1) Should the licensor become an unreliable payer of VAT within the meaning of the VAT Act:

- a. he/she shall be obligated to notify the licensee of such fact immediately 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 licensee shall have the right to reduce the remuneration by the amount of the VAT and to pay the VAT from the performance in question on behalf of the licensor.

(2) A licensor that is or becomes a payer of VAT is obligated to notify the licensee 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 licensee immediately in writing of any changes to such information.

IVb.

Contractual Penalties

(1) Should the licensor breach his/her obligation to perform in a due and timely manner, he/she shall be obligated to pay the licensee a contractual penalty in the amount of 20% of the agreed remuneration.

(2) Should the licensor breach his/her obligation to satisfy the licensee's right asserted out of defective performance, he/she shall be obligated to pay the licensee a contractual penalty in the amount of .1% of the remuneration for each commenced day of delay.

(3) Should the licensor breach his/her obligation to inform 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 licensor's obligation to pay a contractual penalty does not preclude the licensee'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.

(5) The entitlement to a contractual penalty persists even after the termination of the relationship arising from this agreement, as well as even after any of the contracting parties withdraws from this agreement.

V.

Final Provisions

(1) The agreement is drawn up in **three** counterparts, of which the licensee shall receive two and the licensor 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 stated in the heading of the agreement by delivering a written notice to the other contracting party, in which it states which of the 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 licensor is not entitled to set off a claim against the licensee'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.

List of Annexes:

Annex No. 1 – Detailed Definition of the Creation

In on 2016

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Licensee

In on 2016

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Licensor