

## License Agreement

entered into pursuant to Article 40 et seq. of Act No. 618/2003 Coll. on copyright and rights related to copyright (Copyright Act), as amended

### By and between

Licensee: International Society for Contemporary Music – Slovak section (ISCM)  
Represented by: Mgr.art. Ivan Šiller, ArtD.  
Registered office: Medená 26, 812 00 Bratislava  
Company registration No.:  
(hereinafter referred to as the “**Licensee**”)

and

Author:  
Date of birth:  
Permanent residence:  
(hereinafter referred to as the “**Author**”)

The Parties hereto agree as follows:

### Article 1 Subject of Agreement

- (1) This Agreement defines the terms and conditions of granting a license for a piece of work as specified in Section 2 hereunder, and mutual rights and obligations of the Parties related thereto.
- (2) A piece of work shall mean a musical composition created by the author, to which piece the author possesses necessary proprietary rights and which has been presented to the public under the following title, or which has been created under the following title without having been presented to the public yet: .....

### Article 2 License

- (1) The Author grants a non-exclusive license to the Licensee for the piece of work (a non-exclusive consent to the use of the piece) in its written form (musical notation) in the following extent:
  - (a) the integration of the piece of work into the Licensee’s electronic database available through the web location [www.iscm-slovakia.org](http://www.iscm-slovakia.org),
  - (b) making the piece of work accessible to the public by means of the database under Section (a),
  - (c) public realization of the piece of work; this shall not include the realization of the piece of work within performances realized by schools and educational institutions in accordance with Article 30 (1) of the Copyright Act,
  - (d) making copies of the piece of work.

- (2) In addition, the Author grants to the Licensee a non-exclusive license for (a non-exclusive consent to the use of) the piece of work realized in accordance with Section (1) (c), namely for its
  - (a) public transmission,
  - (b) recording by means of a sound and/or audiovisual record (the production of an original copy of a sound record and/or audiovisual record) (hereinafter referred to as a “record of the piece of work”).
- (3) The License under Sections (1) and (2) is granted by the Author without any further material, quantity or territorial limitations, for an undefined period of time, however, at least until 31.12.2015. After this date the Author shall at any time be entitled to withdraw from this agreement. A notice in writing must be delivered to the address of the Licensee; the period of notice is two months. The Author shall have the option to grant a sublicense to a third party, if such sublicense is to be granted for the purpose of the realization of a project of the Licensee or for the purpose of a more efficient utilization of the granted license.
- (4) In addition, the Author grants to the Licensee a non-exclusive license for (non-exclusive consent to the use of) the record of the piece of work, namely for
  - a) the processing of the record of the piece,
  - b) making copies of the record of the piece,
  - c) the distribution of the record of the piece or copies thereof,
  - d) public transmission of the record of the piece or copies thereof,
  - e) combining the record of the piece of work with another piece of work, or the incorporation of the record of the piece or copies thereof into an audiovisual work or a compilation.
- (5) The License under Section (4) is granted by the Author without any further material, quantity or territorial limitations for the entire period of the copyright protection of the piece of work, with the option to grant a sublicense to a third party, if such sublicense is to be granted for the purpose of the realization of a project of the Licensee or for the purpose of a more efficient utilization of the granted license.
- (6) Provisions of Sections (4) and (5) shall apply accordingly to any derivatives of the record of the piece of work, which have been created by way of exercising one of the rights associated with the record of the piece of work under Section (4).
- (7) The Author shall in no event deem restricted in further use of the piece of work by his/her granting of the license.
- (8) The Licensee shall not be obliged to make use of the granted license.

### Article 3

## Consideration

The License under Section (2) shall be granted by the Author free of charge.

## Article 4 Supplementary Arrangements

- (1) The Author represents that he/she is competent to enter into this Agreement, and, in particular, that no exclusive license for (no exclusive right to the use of) the piece of work had been granted by the Author before the execution of this License Agreement to a third party who would impede the Licensee's use of the piece of work in the agreed extent.
- (2) If an exclusive licence agreement is made by and between the Author and a third party during the term of the Agreement with the Licensee, the Author shall be obliged to notify that party of the existence of this Agreement.
- (3) In case of a change of the copyright holder and in case of the execution of an exclusive license agreement with a third party, the Licensee shall have no financial obligations whatsoever toward that third party.
- (4) The Licensee reserves the right to have the contractual terms and conditions fulfilled even if the holder of a copyright to the piece of work changes.
- (5) The Parties agree that the Author shall not claim any compensation for any expenses related to the creation of the piece of work from the Licensee; the Licensee shall not be obliged to disburse any such potential claims.
- (6) At the same time, the Author gives the Licensee a free consent (assent) pursuant to Article 12 (1) of the Slovak Civil Code to make a portrait of the Author or any other manifestation of a personal nature in the form of a picture, / videogram / sound record / audiovisual record / transcript / visual portrayal or any other information about the Author provided to the Licensee, e.g. a manuscript, (hereinafter referred to as an "object"), and to use the object in connection with a project of the Licensee; the Licensee shall be entitled to assign the above assent also to a third party.

## Article 5 Separate Reservation

The License granted under Section (2) shall not cover the right of the Licensee to publish the piece of work in a printed version; any other use of the piece of work that is not covered by the granted license shall be subject to a separate agreement.

## Article 6 Liability and Disclaimer of Liability

- (1) The Parties hereto shall be liable for any caused damage in an extent as defined by the applicable generally binding legal regulations.
- (2) The Licensee shall not be held liable for any damages incurred by the Author or any third parties, arisen as a consequence of untrue representations of the Author pursuant to this Agreement; in such cases liability for damages incurred by the third parties shall be borne by the Author.
- (3) The Licensee does not assume liability for the realization of the piece of work other than within its own projects.
- (4) Unless agreed otherwise in this Agreement, no copyright-related fees shall be disbursed by the Licensee.
- (5) If, during the term of the performance of this Agreement or after the termination thereof, any violation of intellectual property rights of third parties by the Author is established, then the Author undertakes to eliminate the consequences of such violation and cover any claims of the third parties in full at his/her own expense, without being entitled to any reimbursement for such expense from the Licensee.
- (6) The Parties hereto are aware of the fact that every use of the piece of work other than within a project of the Licensee is subject to the Copyright Act, and an event organizer or user of the piece of work shall be obliged to pay remuneration to the Author, either directly or by means of a collective copyrights administrator (SOZA – Slovak Performing and Mechanical Rights Society).

#### **Article 7 Personal Data Protection**

- (1) The Author gives his/her express consent pursuant to Act No. 428/2002 Coll., as amended (hereinafter referred to as the “Personal Data Protection Act”) to the Licensee as to the processing of his/her personal data contained in this Agreement, as well as all other personal data provided by the Author before signing this Agreement or during the term of the contractual relationship established by virtue of this Agreement, in the Licensee’s information system.
- (2) The Author agrees with his/her personal data being processed by the Licensee for purposes of the performance of rights and obligations under this Agreement and for the protection of rights and legitimate interests of the Licensee.

- (3) The Author agrees that the Licensee may provide his/her data in line with the purpose of this Agreement to a third party who performs or cooperates in the performance of activities under this Article for the Licensee.
- (4) The consent given by the Author pursuant to this Article shall deem valid during the term of the contractual relationship established by virtue of this Agreement, and after termination of the same, for the period of time for which the Licensee is obliged to keep records and personal data of the Author, or for a period of time as required for the performance of rights and obligations of the Licensee or for the protection of its rights and legitimate interests.
- (5) As follows from the nature of the subject-matter herein, the Author acknowledges that the consent to the processing of his/her personal data pursuant to this Agreement shall deem granted during the life of this Agreement and after termination thereof. The Author acknowledges that, in case of his/her unilateral withdrawal of the consent to the processing of his/her personal data, the Licensee will be unable to perform its rights and obligations toward the Author arising from this Agreement. During the validity of the consent, the consent may be withdrawn by the Author only if the Licensee or a third party, to whom the Licensee provided the personal data in compliance with Section (3) herein, violate their obligations under the Personal Data Protection Act, and only if they fail to rectify that violation within fifteen (15) days after the delivery of a written request.
- (6) The Author represents that all personal data provided by him/her are truthful.
- (7) The Author undertakes to immediately notify the Licensee of any changes in his/her personal data, provided to the Licensee, which are relevant for the fulfilment of the subject of this Agreement.

## **Article 8**

### **Term and Termination of Agreement**

- (1) This Agreement is made for an indefinite period of time, except for the license whose term is agreed separately (c.f. Article (2)); validity of the consent granted under Article (7) and validity of the arbitration clause (c.f. Article (9) Section (4)) are also agreed separately. Any restrictions of rights and obligations of the contractual Parties arising from the Copyright Act shall also apply during the term of the license.
- (2) This Agreement shall terminate
  - a) for legal reasons, including a decision of the relevant court of arbitration,
  - b) by a mutual agreement in writing, or
  - c) by a unilateral withdrawal by either of the Parties in case of material violation of the Agreement.

- (3) A contractual Party may not withdraw from the Agreement
  - a) unless it had notified its counterparty in writing of such material violation of this Agreement and requested it to refrain from such violation or to rectify the consequences thereof, and
  - b) if such material violation of the Agreement can be reasonably compensated in money by the counterparty who caused that material violation.
- (4) A withdrawal from the Agreement shall be effective upon notifying the counterparty of withdrawal from the Agreement and the delivery of a written notice to the counterparty; a notice of the withdrawal from the Agreement deems delivered on the fifth day after the written notice had been demonstrably sent to the address of the other counterparty, specified as its mailing address for the purposes of this Agreement, or if not so specified, then to the address given in the heading of this Agreement.
- (5) The Parties hereto acknowledge that in case of their termination (death) all rights and obligations shall pass onto their legal successors (heirs), unless excluded otherwise.

#### **Article 9** **Final Provisions**

- (1) The Parties hereto agree that provisions of this Agreement as well as the rights and obligations arising therefrom shall be governed by generally binding regulations valid in the Slovak Republic, and, in particular, by the Copyright Act and, where impossible, by the Civil Code, or provisions of another applicable generally valid regulation valid in the Slovak Republic.
- (2) In case of any changes in the relevant generally binding legal regulations, the respective provisions herein, if necessary, will be changed correspondingly, with the other provisions remaining valid. The invalidity of one provision does not cause invalidity of the entire Agreement, unless its nature or content, or circumstances under which such provision was arranged, suggest that it is inseparable from the remaining provisions of the Agreement.
- (3) Any changes of, or amendments to, this Agreement shall be executed upon an agreement of both Parties hereto in the form of written, numbered and signed Supplements hereto.
- (4) The Parties hereto undertake to solve any and all conflicts arising from the Agreement predominantly by an amicable settlement. The Parties agree that any and all conflicts arising from this Agreement or in connection therewith, including all incidental legal relationships, claims for indemnity including claims arising from unjust enrichment and claims for the compensation of damages, conflicts regarding the validity, interpretation or termination of the Agreement or this arbitration clause, shall be submitted for decision to the Creative Industry & Intellectual Property Arbitration Court, (CIPAC), with its

registered office at Grösslingova 63, 811 09 Bratislava, Slovak Republic, established by PubRes s.r.o., Bratislava, Slovak republic, and that they submit themselves to CIPAC Bylaws and CIPAC Rules of Procedure, published in the Business Bulletin and on [www.pubres.sk](http://www.pubres.sk). At the same time, the Parties hereto agree that, pursuant to Article 42 of Act No. 244/2002 Coll. on Arbitration Proceedings, as amended, nullification of an arbitration decision within a retrial under the Civil Procedure Code shall be ruled out. This arbitration clause shall remain valid even after the termination of the Agreement.

- (5) The Parties hereto represent that their competence and freedom to enter into this Agreement, as well as their competence for related legal acts is in no way restricted or ruled out, and they also represent to have read the contents hereof and set their hands hereunder.
- (6) This Agreement is executed in a Slovak and English version, both of which are equal. However, should a conflict regarding the content of a provision arise, the Slovak version shall take precedence over the English wording.
- (7) The Agreement is executed in two counterparts, one for the Author and one for the Licensee.
- (8) The Agreement comes into force and effect on the date of being signed by both Parties hereto.

In ....., date..... In Bratislava, date .....

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Author

\_\_\_\_\_  
Licensee