

## MEMORANDUM OF AGREEMENT

made this 28<sup>th</sup> day of October 2025

BETWEEN

The Estate of Brian Friel (hereinafter called "the Licensor"),

c/o THE AGENCY (LONDON) LIMITED

of 24, Pottery Lane, London, W11 4LZ

United Kingdom

on the one part

AND

Šiauliai State Drama Theatre

c/o Valstybinis Šiaulių dramos teatras

Tilžės g. 155, LT-76297 Šiauliai

Lithuania

(hereinafter called "the Licensee") of the other part

CONCERNING a play written in the English language and entitled

MOLLY SWEENEY by Brian Friel

(hereinafter called "the Play")

## WHEREBY IT IS AGREED:

- 1i The Licensor hereby warrants undertakes and agrees that it is the sole owner of the copyright in the play and has the right to enter into this licensing agreement.
- 1ii For the consideration hereinafter appearing and upon the conditions hereinafter contained, the Licensor hereby grants the Licensee for a period of 3 (three) years from the date of this agreement the non-exclusive licence to produce the translated Play or cause the same to be produced in the Lithuanian language only solely on the professional live stage at Šiauliai State Drama Theatre, Lithuania provided that not less than 6 (six) performances are given and duly paid for during each consecutive period of 52 (fifty-two) weeks from the date of the first performance, failing which the licence shall automatically terminate. The Licensee shall produce the Play or cause same to be produced not later than 18 (eighteen) months from the date of this agreement failing which this agreement at the choice of the Licensor shall terminate.
- 2 In consideration of the Licence hereby granted the Licensee shall pay the Licensor hereof a non-returnable advance on account of the royalties payable under Clause 3i hereof such sum as after all deductions whatsoever will amount to €1500 (One Thousand Five Hundred Euro) which shall be due on signature of this agreement and in any event no later than 30 (thirty) days from the date of this agreement. It is understood and agreed failure to make payment within said 30 (thirty) days shall render this agreement null and void.
- 3i The Licensee shall in accordance with Clause 2 hereof pay to the Licensors a royalty of 6.5% (six and per cent) of the gross weekly box office receipts. For the purpose hereof "gross weekly box office receipts" shall mean and include

receipts from any and all sources including any and all sums over and above regular box office prices received by the Licensee or by anyone in his employ from speculatives, ticket agencies, ticket brokers or other persons and any additional sums whatsoever received from the production of the Play at each and every place where the Play shall be performed under this Agreement after deduction only of ticket agency discount (if any) and value added tax (if any) or entertainment tax (if any) or statutory deduction at source, if any, and credit card commissions and ticket agency commission.

3ii Accounts shall be rendered once per quarter within 14 (fourteen) days of the end of each calendar quarter (March, June, September, December) and payment of royalties made at the same time accompanied by Duly Certified Statements (or photocopies) of box office receipts. Arrears in excess of 4 (four) weeks shall entitle the Licensor to terminate the agreement without further notice without affecting any of the Licensee's obligations incurred. Statutory deductions at source are permissible where no exemption has been obtained under the appropriate treaty between the United Kingdom and the Territory.

3iii All monies due to the Licensor hereunder shall be made payable to the Licensor's authorised representative The Agency (London) Limited by telegraphic transfer to:

The Agency London Euro A/C  
Account no: 10091807  
Sort code: 18-00-91  
BIC COUTGB22  
IBAN number: GB31 COUT 1800 9110 0918 07  
Coutts & Co,  
440 Strand,  
LONDON WC2R OQS

whose receipt shall be a full discharge thereof and payment made to any other party shall not constitute valid discharge.

3iv The Licensor shall be entitled to its statutory right to enforce interest under the Late Payment of Commercial Debts (Interest) Act 1998 which shall be applicable to payments due to the Licensor under this Agreement.

3v All sums provided for in this licence are exclusive of VAT which shall be charged if applicable.

4 In accordance with Section 78(2) of the Copyright, Designs and Patents Act 1988 the Licensor hereby asserts generally its moral right to be identified as the author of the Play. The Licensor as author does not waive its moral right to object to derogatory treatment of the Play in accordance with Sections 80-84 of the Copyright, Designs and Patents Act 1988.

- 5i The Play has been faithfully translated at the Licensee's expense by a first class translator of acknowledged repute and no material changes have been made in the text or title without the Licensor's prior written consent. Any changes required by the Licensor shall be made without delay and no further changes shall be made to the approved text or title without the Licensor's prior written approval. The title will be translated literally unless otherwise agreed. No exclusive rights shall be granted to the translator except with the Licensor's prior written approval.
- 5ii The Licensee shall at all times keep the Licensor informed of relevant progress; supply at least 1 (one) month advance notice of all production dates together with production details.
- 6i The Licensee shall announce on all programmes, posters, houseboards, signs and marquees and advertising and publicity matter connected with the Play (excluding small classified advertising where the name of the author is not usually shown) that the play is

MOLLY SWEENEY

By Brian Friel

The name "BRIAN FRIEL" shall be in type size of not less than 75% (seventy five per cent) of that used for the title of the Play on the particular advertising matter and in any event in a size of type not smaller than that of the Director. No person or entity shall receive a larger or more prominent billing than that of the Licensor.

- 6ii The Licensee further undertakes to publish a biography and/or photograph of the Licensor wherever biographical notes and/or photographs of either members of the cast or the director or the producer appear in the programme and the Licensee shall submit any such biography and/or photograph for the Licensor's approval prior to publication.
- 6iii A note to the effect that this production has been licensed by arrangement with The Agency (London) Ltd, 24 Pottery Lane, London W11 4LZ e-mail: [info@theagency.co.uk](mailto:info@theagency.co.uk) shall be included in the programme.
- 6iv Credit shall be accorded in the programme to the original production and English language publication.
- 6v The Licensee shall, as soon as they are available, supply the Licensor care of The Agency (London) Ltd with not less than 2 (two) copies of the programmes and posters for the proposed presentation of the Play by the Licensee together with a complete set of reviews and publicity matter relating to its production.
- 6vi Should a British/American/Irish national be invited to direct and/or star in the Play in the Territory the Licensor shall have approval absolutely.
- 6vii For the performance of any lyrics, songs, music and/or recordings mentioned in this play as are in copyright the permission of the copyright owners must be

obtained for each production; this contract does not cover any clearance of musical material.

7 The Licensee may not assign, sub-let or otherwise deal with the benefit of this Agreement in whole or in part to any person or company. It is of the essence of this Agreement that the Licence is personal to the Licensee. Accordingly the Licensor reserves to itself all rights throughout the world, of whatever kind or nature in and to the Play other than the rights specifically mentioned in this Agreement.

8 In the event that the Licensee shall:

- i) be in default of payment of royalties for a period of 14 (fourteen) days (see clause 3ii) above) or,
- i) fail to comply with or fulfil any material terms or provisions of this Agreement other than the payment of royalties or,
- ii) commits an act of bankruptcy or being a company goes into liquidation whether compulsory or voluntary and/or is wound up (excepting only voluntary liquidation for the purpose of and immediately followed by reconstruction and amalgamation)

and the Licensor having delivered written notice to the Licensee of such fact pointing it out specifically and the Licensee shall have failed within 14 (fourteen) days of receiving such notice to take all reasonable and proper steps to rectify or cure such default, then whether the breach be in respect of (i) or (ii) above the Licensor shall have the right to determine this Agreement forthwith and all rights granted hereunder shall revert to the Licensor without, however, prejudicing any rights which the Licensor may have against the Licensee by reason of such breach.

9 Nothing in this Agreement shall be deemed to constitute a partnership between the parties hereto.

10 This Agreement shall be binding upon the executors, administrators, permitted assigns and successors of the parties hereto.

11 This Agreement shall be governed by and construed in accordance with the Laws of England.

12 It is expressly understood that this agreement does not include any publication rights whatsoever, whether as a programme text or in volume form any and all such rights are exclusively reserved to the Licensor.

13 No film or television rights whatsoever in the Play are currently available and therefore no recording of the play by any means whatever is permitted.

14 The Licensor authorises The Agency (London) Limited to act on the Licensor's behalf in relation to the terms of this Licence now and at all times in the future. Any communications from the Licensee shall be addressed to

the Licensor care of its authorised agents The Agency (London) Limited, 24 Pottery Lane, London W11 4LZ.

- 15 This Agreement records the entire agreement of the parties and shall not be added to or amended except by an instrument of writing executed by all parties.

AS WITNESS the hands of the parties hereto the day and year first above written:

SIGNED by.  
LICENSOR..... in the presence of.....

SIGNED by  
LICENSEE..... in the presence of.....

**DETALŪS METADUOMENYS**

<b>Dokumento sudarytojas (-ai)</b>	
<b>Dokumento pavadinimas (antraštė)</b>	Licencinė sutartis. Spektaklis Molė Svini
<b>Dokumento registracijos data ir numeris</b>	2025-11-13 Nr. R1-305
<b>Adresatas</b>	–
<b>Registratorius</b>	
<b>Veiksmo atlikimo data ir laikas</b>	2025-11-13 15:25:38
<b>Dokumento nuorašo atspausdinimo data ir jį atspausdinęs darbuotojas</b>	2025-11-18 atspausdino

Nuorašas tikras  
Valstybinis Šiaulių dramos teatras  
2025-11-18