**Národní divadlo Brno, příspěvková organizace, Dvořákova 11, 65770 Brno**

e-mail: stepankova@ndbrno.cz, tel. +420 606 917 904

**Contract**

**on the staging of a theatre performance**

concluded pursuant to § 1746 par. 2 of Act No. 89/2012 Coll., the Civil Code

Contracting parties:

**Národní divadlo Brno, příspěvková organizace**

registered office: Dvořákova 11, 657 70 Brno

represented by: MgA. Martin Glaser, director of the NDB

IČO: 00094820

# DIČ: CZ00094820

Commercial Register of the Regional Court in Brno, section Pr, entry 30

Account no..: UniCredit Bank 2110126631/2700

(hereinafter “the organizer”)

and

**YODINE PRODUCOES TECNICAS**

registered office: Av, 24 Julho N° 2182 – edificio do Cine Teatro Africa, Maputo - Mozambique

represented by: Quito Abrão Tembe

VAT: 400440549

Legal Form: soukromá společnost

Account holder: YODINE PRODUCOES TECNICAS

Name of the bank: BCI

Address: Av. 25 de Setembro, nº 4 - Praça Robert Mugabe,

Branch code: Pigalle-002

NIB:  0008 0000 93077321103 74

IBAN: MZ59 0008 0000 93077321103 74

SWIFT:CGDIMZMA

(hereinafter “the performer”)

**I.**

**Subject of the Contract**

1. The performer undertakes to give one performance of the production “**“Metamorphoses“**, on 27th May 2019 at 8pm on the stage of Reduta Theatre.
2. The organizer undertakes to pay the performer remuneration for the aforementioned staging in accordance with this contract.
3. The performer provides the discharge of obligations arising from this contract at its own expense and responsibility.

**II.**

**Price and Payment Terms**

1. The contracting parties have agreed that the contractual price will consist of a fixed amount and will include all expenses associated with the staging.
2. The fixed price for the staging and the discharge of obligations in accordance with article I point 1 of this contract is set at **3 898** **EUR gross, i. e. 2 620 EUR net.**

**Fee for the performance 3 652 EUR gross, i. e. 2 374 EUR net**

**Other costs (i. e. travel, insurance etc.) 246 EUR gross, i. e. 246 EUR net**

1. The royalties and artistic rights are included in the fee for the performance.
2. Taxation of the remuneration will be carried out in compliance with the applicable regulations of the Czech Republic (CR), as the case may be on the basis of the relevant provisions of the double taxation avoidance agreement concluded between the CR and Mozambique.
3. The price for the staging in accordance with Art. II, point 2 will be paid following the staging of the performance on the basis of an invoice issued by the performer with a due date of 14 days from the date on which the invoice is delivered to the organizer, into the account specified in the heading of this contract, however, not earlier than the next working day following the entry into force of the contract.
4. Both parties have agreed on the application of SHA (shared) bank fees to all payments arising from this contact made to accounts outside the CR.
5. The organizer undertakes to pay from the gross remuneration in accordance with this contract, out with their scope, VAT (value added tax) at the rate applicable on the date of the taxable discharge of obligations.
6. On signature the performer provides to the organizer the confirmation of the tax domicile.
7. The receipts from the staging are the property of the organizer.

**III.**

**Obligations of the Contracting Parties**

1. **The organizer’s obligations:**
2. The organizer will provide at its own expense the stage and appropriate facilities for preparation, rehearsal and performance at Reduta Theatre:

26th June 2019 (technical preparation) - determinate in Technical rider

27th June 2019 (performance) – from 8pm on the stage of Reduta Theatre

* Provides space capable for production including stage and dressing rooms.
* Allows the truck parking for the purpose of stay and loading and unloading set and costumes needed for staging.
* Provides lighting and stage requirements, in accordance with the technical possibilities of the organizer.
* Provides the necessary number of persons for the stage technology operation.
1. The organizer will provide and pay the accommodation at the Hotel Slavia (SOLNIČNÍ 243/17, 602 00 BRNO) 25. 5. – 1. 6. 2019 3x single rooms with breakfast. The possible cancellation fees will be charged to the performer. The same applies for booking and payment of accommodation in case of the additional performer requirements.
2. The organizer will provide ground transportation in Czech Republic.
3. The organizer undertakes to carry out the promotion of the aforementioned staging. The performer will provide materials to be used in this promotion as soon as possible upon the request of the organizer.
4. The organizer reserves the right to use its own visual style in promoting the staging in keeping with the National Theatre Brno marketing strategies and plans.
5. The organizer will provide the performer with 10 complimentary tickets for the staging specified in Art. I.
6. **The performer’s obligations**
7. The performer undertakes to perform the staging on the agreed date at the venue in accordance with Art. I of the contract.
8. The performer undertakes to ensure that all members of its traveling group, including technical staff and external staff involved in guest performance specified in Art. I., will have a form A1 valid on the date and place of guest performance. The performer is obliged to provide the organizer all information requested by the Czech Social Security Administration and the Czech Labour Office, concerning the guest performance, no later than 14 days prior to the guest performance specified in Art. I. of this contract.
9. The performer is obliged to ensure the safety of items which will be brought onto the organizer’s theatre premises in connection with the staging and acknowledges that the organizer is not liable for any damage to these items unless this is incurred in connection with the activities of the organizer.
10. The performer is obliged to comply with safety and fire regulations associated with the operation of the organizer’s building and allocated facilities and thus avoid any injuries or damage to property. These regulations form an integral part of this contract as appendix no. 1.
11. The performer will provide the Technical Rider to the organizer. Contact person of the organizer: Jitka Lanšperková, lansperkova@ndbrno.cz, contact person of the performer Quito Tembe Yodine <iodinept@gmail.com>.

**V.**

**Non-performance or Cancellation of the Staging**

1. The cancellation of the performance by force majeure (serious illness or death of leading actor/actors, an unforeseeable natural disaster, official ban, etc.) gives both parties the right to withdraw from the contract following timely, evidence-based notice, or to change its terms, without any claim to financial compensation for damages.
2. If the organizer cancels the staging (except for the reasons specified in paragraph 1), it is obliged to pay the performer demonstrable costs and damages associated with the preparation of the staging.
3. If the staging is cancelled by the performer (except for the reasons specified in paragraph 1), it is obliged to pay the organizer demonstrable costs and damages associated with the preparation of the staging.

**VI.**

**Final Provisions**

1. This contract enters into force and effect on the date of signing by both contracting parties.
2. The contract can be modified and supplemented only through written, sequentially numbered amendments.
3. This contract has been drawn up in 2 copies, and each contracting party will receive one copies.
4. The contracting parties affix their signatures as proof of agreement with the content of this contract.
5. The contracting parties agree with the publication of this contract in full version in the register of contracts pursuant to the Act no. 340/2015 Coll. (Law of the contracts registry).

Appendix no. 1: Training in fire safety and occupational safety

Brno, ……. Maputo - Mozambique, ……..

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on behalf of the organizer on behalf of the performer

Martin Glaser, Director Quito Abrão Tembe

**Appendix no. 1**

**Training in fire safety and occupational safety for visiting artistic groups**

**at Národní divadlo Brno, příspěvková organizace, Dvořákova 11, 602 00 Brno**

**A.**

**In the interests of fire safety, all visiting artistic workers at the ORGANIZER are obliged:**

1. To conduct themselves during work and other activities in such a way as not to cause a fire, and to comply with fire safety regulations and related orders, prohibitions and instructions issued to them. To familiarize themselves with the fire safety code of the workplace, the ORGANIZER’s fire-alarm procedures and the evacuation plan.
2. When a fire is sighted, to extinguish it without delay using available extinguishing agents, or if this is not possible to raise the fire alarm as a matter of urgency and summon help in accordance with the fire-alarm procedures. In the ORGANIZER’s buildings a fire should be reported at the porter’s lodge of the theatre, the fire-registration office. In preventing and fighting fire and other natural disasters or accidents, everyone is obliged to provide the necessary personal and material assistance when directed to do so by the person in charge of the fire-fighting effort (see Act 67/2001 Coll. § 18 and 19).
3. Every worker is obliged to report the outbreak of any fire in the workplace to a senior employee or to the fire-registration office.
4. To ensure that after the completion of work the workplace was in a fire-safe condition and to announce faults which could cause an outbreak of fire to a senior employee as a matter of urgency.

Smoking is strictly prohibited in the ORGANIZER’s buildings. One exception is the smoking room in the Mahen Theatre. Buildings are clearly marked with the safety notice “Zákaz kouření” (“No Smoking”). It is forbidden to use cookers or other appliances which are not the property of the ORGANIZER in the ORGANIZER’s buildings.

**B.**

**In the interests of OSH, all visiting artistic workers at the ORGANIZER are obliged:**

1. To comply with legal regulations for ensuring occuptional safety and health (OSH) with which they have been duly familiarized.
2. To conduct themselves in such a way as not to endanger their own health or the health of their fellow workers.
3. To treat any injury correctly (first-aid kits are located in the theatre) and report it immediately to the nearest senior employee (stage manager), who will make an entry in the “Performance Report”.
4. Not to consume alcoholic beverages and not to use other intoxicating substances in the ORGANIZER’s workplaces, not to report for work under their influence, and to comply with the ban on smoking.
5. Not to carry out any work on electrical equipment unless the worker has the prescribed qualification for this (Decree No. 50/1978 Coll.), to strictly confine themselves to operating only machinery and equipment for which the worker has the relevant authorization and training. Not to remove covers and interfere with live parts of their own accord – in case of malfunction immediately switch off the machine or equipment and report the fault to a senior employee.

**Only competent persons can carry out work on electrical systems.**

1. To notify their superior of any deficiencies or faults which could pose a risk to OSH and take reasonable steps to eliminate them.
2. To submit to examinations carried out by senior employees of the ORGANIZER, safety technicians or government bodies in order to ascertain whether workers are under the influence of alcohol or other intoxicating substances.

 A designed worker from the guest theatre is responsible for carrying out training.