

I. Contractual Parties

The National Theatre (The “Prague Crossroads” International Theatre Festival)

with registered office at: Ostrovní 1, 112 30 Prague 1, the Czech Republic

Commercial Reg. No.: 00023337

TIN: CZ00023337

Bank account with: 

Represented by: prof. MgA. Jan Burian, General Director of the National Theatre
(hereinafter only the “**ND**”)

and

FUNDACIÓN MAPA TEATRO


with registered office at: CARRERA 7 # 23-08, BOGOTÁ, COLOMBIA

Represented by: HEIDI ABDERHALDEN CORTÉS as the Legal Representative

VAT No: 800.079.940-0

Tax domicile: COLOMBIA

Bank account holder FUNDACIÓN MAPA TEATRO



Tax domicile: COLOMBIA

(hereinafter only the “**Company**”)

hereby conclude, on this day and in mutual consensus, this:

AGREEMENT

pursuant to Section 1746 (2) of the Act No. 89/2012 Coll., Civil Code. As amended
(hereinafter only the “Civil Code”)

II. Subject Matter

The Subject of this Agreement consists in the Parties' consent on implementation of the Company's performance of the piece named “La luna en el Amazonas” in the form of 2 live theatrical performances at Nová scéna (the New Stage) of the National Theatre in Prague on the below mentioned date (hereinafter only the “**Performance**”) within the scope of the “**Prague Crossroads**” International Theatre Festival (hereinafter only the “**Festival**”).

The Company acknowledges that the ND acts as the exclusive host of the Performance at the territory of the Czech Republic. The Company agrees with presentation of the Performance in line with the below mentioned schedule:

Name of the piece: La luna en el Amazonas

Concept and direction: [REDACTED]

Dramaturgy: [REDACTED]

Performed by: [REDACTED]

Special guests: [REDACTED]

Andoque Voice: [REDACTED]

Ticuna Voice: [REDACTED]

Music and Sound Designer: [REDACTED]

Lighting designer: [REDACTED]

Space designer: [REDACTED]

Set construction: [REDACTED]

Costume designer: [REDACTED]

Objects designer: [REDACTED]

Camera: [REDACTED]

Video editing: [REDACTED]

Live video: Ximena Vargas

Stage manager: [REDACTED]

Technical director Colombia: [REDACTED]

Technical director Europe tour: [REDACTED]

Producers: Mapa Teatro, [REDACTED]

Co-producers: Ruhrtriennale, Mousonturm, Culturescapes, Le Phénix Scène Nationale, Next Festival, Théâtre de la Ville, Paris Festival d'Automne

Partnerships: Iberescena, 11 Berlin Biennale, Naves Matadero, Siemens Stiftung

Supporters: Foundation for Arts Initiatives Ffai

Special thanks to: [REDACTED]

Hosting artists:

- Publicly performing artists – total number 7 (detailed list in Annex 2 hereto);
- Other Company members – total number 3

The Company shall be composed of the maximum of 10 persons.

The Company hereby declares that it holds hold all the necessary copyrights and entitlements needed in order to display in full the Performance hereunder, including the stage sets, costumes, music, technical support, etc., required to perform the Performance at the highest possible professional level.

SCHEDULE:

- Arrival of the Company: October 1, 2021
- Stage setting and rehearsals: October 2-3, 2021 8AM – 8 PM
- Performance: October 4 and 5, 2021 at 8 PM
- Discussion with the audience: October 4, 2021 at 9:15 PM
- Disassembly of the stage settings: October 5, 2021 9:15 - 12 PM
- Departure of the part of the Company: October 6, 2021

VENUE:

Nová scéna ND (The New Stage of the National Theatre)
address: Národní 1393/4, 110 00 Prague, the Czech Republic

III. Financial Terms

The ND undertakes to repay to the Company a remuneration for the staged Performance in the manner and amount as set forth in Article III, paragraph 1 of this Agreement, thus against an invoice received from the Company within 1 month after the date of the Performance staging.

1) *Remuneration for the staged Performance*

- a) The total **gross** amount of 17 287 EUR (to wit: seventeen thousands two hundreds and eighty-seven euros) for 2 Performances equals with the sum of remunerations of the individual performing artists (2 647 EUR), complemented with the production costs (14 640 EUR) of the Company's Performance. The remuneration of the Company or the individual remunerations of the performing artists shall be taxed according to the statutory double taxation treaties - the income tax rate applied on the remuneration shall be set according to the method of the tax residency documentation. Taxation of the production costs shall be applied pursuant to the article "Profits of the enterprise" of the relevant double taxation treaty based on the documented tax domicile of the Company, that means in Colombia.

The ND shall send to the Company a certificate issued by the Czech Tax Office confirming repayment of the withholding tax on income of artists performing in the Czech Republic.

The ND shall pay the VAT pursuant to the Act No. 235/2004 Coll., On Value Added Tax, as amended, at the statutory rate valid as at the date of the taxable operation.

- b) The remuneration shall be paid in the following manner:
- a part of the production costs in the amount of **1890 EUR** will be paid in cash upon Producer's arrival to Ms. Ximena Vargas, tour manager
 - the rest part of the total net amount will be paid to the Company after tax as set in the preceding paragraph 1 a) hereof, upon staging of the Performance hereunder to the Company bank account specified in the contact information in the header of this Agreement within 14 working days after receipt of the relevant invoice.

2) *Accommodation*

The ND shall ensure the reservation and repayment of the costs of accommodation in single hotel room and in premises of the National Theatre with free internet access and within walking distance from the New Stage of the National Theatre for all members of the Company (Company will provide the ND with the rooming list by August 30, 2021). All the other personnel costs, such as charges for the hotel mini-bar drinks, telephone, etc., shall be paid by the accommodated Company members themselves. If the

proposed hotel is not within walking distance of the New Stage of the National Theatre, ie within 15-minute walk, the ND shall provide the Company members with tickets for public transport or shall otherwise arrange the transport of the Company members to all activities relating to the Performance.

3) *Transport*

- a) The ND shall organise and pay for 10 economy class air /train European tickets directly to the train/air company.
- b) The land transport of technology and decorations from Basel to Prague and from Prague to Basel shall be organised by the Swiss organiser of the tour of the Company any paid by the ND upon the mutual contract and issued invoice. Estimated amount for the transport is 2000 EUR + 60 EUR for Swiss custom fees. Czech custom fees will be organised and paid by ND.
- c) Transport of the Company members in Prague: the ND will arrange and pay for the transportation of the Company members by coach/taxi from the airport to the hotel and back.
- d) ND shall cover the costs of the Covid–19 tests for the company members upon arrival to the Czech Republic upon the Czech Republic Government regulations valid for the duration of the stay of the Company. The Company will cover the tests before departure from Czech Republic (upon the regulations of the transport companies and destination country).

4) *Copyright*

There will not be any other financial compensation related to the copyright of the Performance.

5) *Sales*

All and any income from the sale of tickets shall belong to the ND.

IV. Technical Specification

- 1) The technical terms of the Performance are set out in Annex 1 to this Agreement (hereinafter referred to as the “Technical Rider”).
- 2) The ND has provided the Company with all relevant technical information, including the New Stage drawings, and both the Company and the ND have declared the Performance feasible at the New Stage of the National Theatre. The Company’s and ND’s technical managers has also agreed on the numbers of seats and their concrete positions to be sold at the venue as marked in the Plan Annex No 7.
- 3) The Parties have agreed that the details regarding technical provision of the Performance shall be discussed and agreed on between the Company and the

ND in advance on the basis of a technical inspection, or on the basis of information sent via email mainly regarding the technical solution of stage security and protection against the water used in the Performance by August 30, 2021, and subsequently during the Company's rehearsals in Prague.

V. Rights and Obligations of the ND

- 1) The ND shall arrange and pay for the translation of the Performance from Spanish/English to Czech. The Spanish/English text of the play shall be provided to the ND no later than August 25, 2021. The Company shall provide the author's consent and cover any related royalties. The ND will provide the Czech translation to the Company till September 25, 2021.
- 2) The ND undertakes to create all necessary prerequisites necessary for the organization of the Performance in Prague.
- 3) The ND shall ensure proper service at the venue of the Performance hereunder, including the cleaning, ticket office, security and maintenance services, provided in a manner customary for theatrical operations.
- 4) The ND shall provide catering for the Company members to the extent as set out in the Technical Rider, which forms Annex 1 to this Agreement. No additional catering services shall be provided by the ND.
- 5) The ND shall ensure that the Performance is presented in accordance with the agreed schedule as set out in Article II herein.
- 6) The ND shall ensure and provide the Company with a theatre hall in order to rehearse and stage the Performance.
- 7) The ND shall ensure promotion of the Performance pursuant to the materials provided by the Company. The promotion, advertising and publicity in the press under this Agreement shall be provided by the ND at its own expense.
- 8) The ND shall not authorize any television broadcasting and/or television transmission of the Performance, except for the broadcasting or recording of the Performance/ rehearsals thereof hereunder for the purposes of the news coverage, the duration of which shall not exceed 3 minutes.
- 9) The ND undertakes not to allow any photographing, video or audio recording during the Performance (with the exception set in paragraph 8 of Article V herein) as well as the exception of the festival photographer nominated by ND who will take the photos of the general rehearsal and of the applause moment after the first performance.
- 10) The ND shall provide the Company with the complete overview of the audience turnout (including the number of tickets for guests, tickets sold, and the capacity of the auditorium for each Performance) by the 15th day of the month following the month when the Performance was staged.

11)The ND shall provide the Company with 4 tickets for each Performance. The Company shall return unused tickets at least 24 hours prior to each Performance for which the tickets are intended.

VI. Rights and Obligations of the Company

- 1) The Company shall submit to the ND a confirmation of the tax domicile thereof issued by the relevant tax authority from the country of the Company's registered office (as Annex 3 to this Contract), as well as a Statutory Declaration of Tax Residency of the individual performing artists listed in Article II of the Agreement. (as Annex 2 to this Contract)
- 2) If the Company was not founded or established for business purposes, it is obliged to document this fact e.g. by its foundation deed or statute, or other similar document providing evidence thereof. (As Annex 4 to this Contract)
- 3) The Company undertakes to pay per diem to all the participants of the guesting.
- 4) The Company shall ensure that the Performance is presented in accordance with the agreed schedule as set out in Article II herein.
- 5) The Company is obliged to rehearse and present the Performance hereunder at a high artistic level and with the best possible cast of performers.
- 6) The Company undertakes to pay all royalties and social security contributions to the participants of the Company guesting, as well as all and any copyrights.
- 7) The Company shall provide the ND with the list of decorations and props by May 30, 2020 at the latest
- 8) The Company shall ensure qualified substitutes for persons responsible for the technology, stage settings, decorations and costumes for all Performances in case they will get ill.
- 9) The Company undertakes to cooperate in promoting of the Performance in the form of live, telephone, Skype or email interviews with journalists. The person responsible in this matter on behalf of the ND shall be [REDACTED] and [REDACTED]. The person responsible in this matter on behalf of the Company shall be [REDACTED].
- 10)The Company undertakes to provide the ND with materials for the preparation of promotional materials, including photographs, printed materials, CD's/DVD's and video teaser, so that the ND may ensure promotion of the Performance and printing of the programme, in any event not later than by August 15, 2021.
- 11)The Company grants the ND a gratuitous and non-exclusive license to use all photographs and other materials provided by the Company, thus to the extent

necessary for the Performance promotion. The Company undertakes to ensure to the ND undisturbed exercise of the rights under such license.

- 12) Prior to the Performance staging, the Company undertakes to instruct all its members on fire protection and occupational safety and on the identification of the risks pertaining to the stage and its vicinity in the National Theatre (Annex 5 and 6 hereto) and to proceed in its activities performed in the National Theatre in accordance with the obligations imposed on it by this regulation. The Company shall bear complete responsibility for the actions of any Company member in violation of the aforementioned Annex 5 and 6 hereto.

VII. Insurance

The Company and the ND undertake to take out reasonable insurance covering all legal liability as follows:

- 1) If the technical equipment of the ND will be damaged because of negligence, improper use or because of the fault of the COMPANY, the COMPANY will take over the costs for the reparation or replacement in due time.
- 2) The COMPANY is hold responsible to cover all of his personnel by an accident insurance. A Health insurance is at charge of the employees. In addition, the personnel employed by the COMPANY are subject to business liability insurance. All above mentioned insurance must be valid in the territory of the Schengen area for the whole period of their stay in Prague.
- 3) The ND is obliged to take out insurance in respect of its employees or other persons present at the venue of the Performance, including the Company members, against all risks related to the ND's property and to the property of third parties, as well as covering damage to the life and health of the Company members for whom the responsibility lies on the organizer, except where such damage or accident is caused by fault of the Company or its members.

VIII. Force Majeure (Vis maior)

The Parties shall not be liable for cancellation of the Performance in case of events out of control of either party, i.e. due to force majeure. Force majeure shall mean contagious diseases (epidemic), war, strike, fire or other natural disasters, etc., which the government or the Parties concordantly identify as constituting a threat or danger.

If an event of force majeure occurs, the Parties hereof shall agree on a substitute date of the Performance or on cancellation thereof. If the Parties do not reach agreement on a substitute date of the Performance, they shall be exempt from their contractual obligations hereof and each Party shall be liable for any costs incurred thereto before the event of Force Majeure occurred. The exception are the costs for flights of the Company for which the Company and ND will share the costs of 50% each.

IX. Withdrawal from the Agreement

In the event that one of the Parties seriously breaches its obligations under this Agreement for reasons other than force majeure, the other Party shall have the right to terminate the Agreement immediately by unilateral withdrawal.

If the ND withdraws from the Agreement due to such serious breach of contractual obligations by the Company, the ND shall be entitled to demand from the Company repayment of demonstrable and necessary expenses incurred thereto in connection with this Agreement before the withdrawal, as well as indemnity of damages identified proportionately to the undelivered contractual performance. The same principle shall also govern any settlement of already repaid remuneration and other payments to the Company hereunder.

If the Company withdraws from the Agreement due to such serious breach of contractual obligations by the ND, the Company shall be entitled to demand from the ND repayment of demonstrable and necessary expenses incurred thereto in connection with this Agreement before the withdrawal, as well as indemnity of damages including lost profits, thus based on an issued tax document, and within 30 days of the date of withdrawal.

X. Fire protection and occupational safety

1) The Company affirms that he has familiarised himself/herself with the Briefing on occupational safety and health protection at the ND (Annexes No. 5 and 6 to the Agreement). The Company has undertaken to proceed during his activities at the ND in compliance with the duties stipulated in the document.

XI. Personal data protection

1) The Company has acknowledged that in order to perform this Agreement it is necessary for the ND to collect, process and retain the Company's personal data in compliance with the respective provisions of Regulation (EU) 2016/679 and Act No. 110/2019, on personal data protection. The personal data to be collected, processed and retained shall include the address and identification data, contact data, descriptive data and other data necessary for the fulfilment of this Agreement, including the data provided by the Company.

2) The Company affirms that he has been informed of the scope in which his personal data shall be processed, the purpose for which they shall be processed, the manner in which they shall be processed, and to whom his personal data shall be made available. The Company affirms that he has been informed of his rights pursuant to the provisions of the aforementioned legal regulations, including the right to withdraw his consent to having his personal data processed. The Company has been particularly informed that he is entitled to access his personal data and, should he learn or assume that the ND or the data processor process his personal data at variance with the protection of his private and personal life or contrary to the law (especially in the case that his personal data are inaccurate with respect to the purpose of their processing), the Company is entitled to ask the ND or the data processor for explanation and remedy of the defective state, as well as to exercise other possible rights stipulated in the aforementioned legal regulations. The Company undertakes to inform the performing members of the Company about the above facts. All the performing members of the Company shall be in particular informed by the Company and/or by the authorized representative thereof about their right to access personal data and to ask the ND or the data processor for an

explanation and/or removal of a defective condition if they find out or believe that the ND or the data processor process their personal data contrary to the protection of their private and personal life and/or in violation of the law (in particular if the personal data are inaccurate with regard to the purpose of their processing), and about any other rights thereof stipulated by the above mentioned regulations on personal data protection's handling

3) The Company has explicitly agreed that the ND shall collect, process and retain his personal data during the time of the duration of this Agreement and beyond, until such time as the Company has withdrawn his consent, for the purpose of offering possible future collaboration on the part of the ND and negotiation of a contractual relation.

XII. Final provisions

- 1) This Agreement is governed by Czech law, in particular the Civil Code and the Copyright Act.
- 2) If any provision of the contract becomes invalid, the other provisions of the contract remain in full force and the parties undertake to supplement the contract in the sense of the closest possible invalid provision.
- 3) The contracting parties shall do their utmost to resolve all the disputes that may arise in connection with this Agreement by means of conciliatory agreement. Should it be impossible to settle disputes by informal agreement, the contracting parties have acknowledged that only courts in the Czech Republic have the jurisdiction to settle disputes arising in relation to this Agreement. The court competent to settle such disputes shall be the general court pertaining to the ND in the Czech Republic.
- 4) This Agreement can only be changed or amended in writing, in the form of numbered addenda on the basis of agreement reached between the contracting parties. The contracting parties have agreed not to apply to the contractual relation entered into by them the provisions of the Civil Code stipulating that a contract or agreement is also deemed concluded when the contracting parties fail to reach absolutely concordant manifestation of their will. The contracting parties affirm that the Agreement incorporates everything they wanted to be incorporated.
- 5) This Agreement has been drawn up in two counterparts in Czech and two counterparts in English, each valid as original. Each party shall receive one copy in English and one copy in Czech. In the event that a dispute between the contracting parties arises, the Czech wording of the Agreement shall be decisive. Appendices form integral parts of the Agreement.
- 6) The contracting parties affirm that this Agreement is an expression of their free and earnest will, in witness thereof they attach their signatures. This Agreement shall come into force and operation on the day of its signing by both of the contracting parties.

Annex 1 - Technical Rider of Performance

Annex 2 - List of Publicly Performing Artists incl. individually signed Statutory Declaration of Tax Residency

Annex 3 – Tax Residency of the Company

Annex 4 - Foundation deed or statute of the Company

Annex 5 - Briefing on fire protection and occupational safety and health protection at

the ND

Annex 6 - Identification of the risks pertaining to the stage and its vicinity

Annex 7 – Plan of the venue with marked visibility for this Performance and seats to be sold

Annex 8- Informed Consent

Date, Place

Date, Place
Prague

Signed by:

on behalf of the Company:

on behalf of the National Theatre