

COOPERATION AGREEMENT

between

Czech Republic, Ministry of Foreign Affairs

Duly represented by Jan Bondy, Director, Public Diplomacy Department
Loretánské nám. 5, 118 00 Prague 1, Czech Republic
hereinafter referred to as **Orderer**

and

Fryderic Chopin Tónlistarfélagið á Íslandi

Fjarðarstræti, 9, Ísafjörður, Iceland

national identification number (kennitala) [REDACTED]

represented by Mrs [REDACTED]

Bank: Islandsbanki, Hafnarstræti 1, 400 Ísafjörður

IBAN: [REDACTED]

SWIFT: [REDACTED]

hereinafter referred to as **Implementer**

Art. 1

Subject of the Agreement

- 1.1 The subject of this agreement is the Organization of the PCCE Film Music Concert in Reykjavik on December 6th 2021, recruitment and remuneration of the musicians. The Concert will be held in the Harpa's venue Kaldalón, on Dec. 6th at 20:00.
- 1.2 The Concert will be performed by a Chamber Orchestra composed at least by 13 musicians. The Chamber Orchestra will have two rehearsals.
- 1.3 An additional part of the Concert will be performed by the Czech musician Ms Marketa Irglova and another musician of her choice. They will perform up to 12 minutes of music. They will take part to both rehearsals.
- 1.4 The whole fee agreed on for the professional service of Fryderic Chopin Tónlistarfélagið á Íslandi included the remuneration of the musicians amounts to 14,000 EUR (fourteen thousand euro) gross including VAT, if due.

Art. 2

Terms of the Agreement

- 2.1 The Implementer is obliged to carry out all the tasks as described in Art. 1.
- 2.2 The Orderer is obliged to participate in the costs referred to in Art. 1.4 for an amount of 2,500 EUR (two thousand five hundred euro). The amount of participation indicated is fixed and not subject to revision.
- 2.3 The Implementer guarantees that the price corresponds to the total amount due.
- 2.4 Social security, insurance costs and any other taxes, if due, are borne by the Implementer.
- 2.5 The Orderer is obliged to undertake a single payment for the amount of 2,500 EUR within 7 days from the date of the signature of this Agreement by both sides to the bank account no [REDACTED]

Art. 3

Copyright/License Issues

- 3.1 All rights to the intangible assets generated in the realisation of the project (copyright/license issues) are exclusive responsibility of mutual agreement between the Implementer and performing artists indicated in Art. 1.2 and 1.3.
- 3.2 The Orderer cannot be held responsible for any damage suffered, directly or indirectly, by the Implementer and resulting from the use of all or part of the results delivered during the performance of the Agreement. Fraud and gross negligence are reserved.

Art. 4

COVID-19 constraints arising from the pandemic

- 4.1 The parties respectively undertake to keep abreast of developments related to the COVID-19 pandemic and shall scrupulously comply with and apply the health measures in force.
- 4.2 In particular, they cannot be held responsible for any delay or impossibility to complete a project phase when these delays or impossibilities would be the consequence of measures taken by the authorities, such as a lockdown, travel restrictions, preventive quarantine, isolation following virus contamination, etc. The parties shall show all the necessary flexibility required by the circumstances and shall endeavour to adapt the stages and deadlines of the project to the circumstances by mutual agreement.
- 4.3 In particular, no delay and default penalties would be due if the delay or default is due to pandemic-related events. Furthermore, no early termination is possible in such circumstances, unless it can be established that a party does not fulfil its contractual obligations for reasons unrelated to the pandemic.

Art. 5

Early termination of the Agreement

- 5.1 Except of the situation referred to in Art. 4.2 and 4.3 of this Agreement, if one of the parties does not fulfil its obligations, the other party may, by registered mail, give it formal notice of default and set it a period of two weeks to remedy its default. If, at the end of this period, the defaulting party has not fulfilled its obligations, the other party has the right to terminate the Agreement with immediate effect.

Written in three copies, each valid as original.

Signed in Isafjörður on Nov 16th 2021

Signed in Prague on 16. 11. 2021