**CO-PRODUCTION CONTRACT**

Entered into by and between

 **Landestheater Niederösterreich Betriebs GmbH**

Rathausplatz 11, 3100 St. Pölten, Austria

represented by: XXX, Managing Director,

 XXX, "Prokurist"[[1]](#footnote-1),

VAT number: ATU 61247966

VAT payer: XXX

IBAN: XXX

SWIFT/BIC: XXX

Bank name: XXX

hereinafter referred to as **LTN**,

and

Centrum experimentálního divadla, contributory organization

Terén

Zelný trh 9, 602 00 Brno

represented by: Mgr. Miroslav Oščatka, director

VAT Number CZ00400921

VAT payer: yes

hereinafter referred to as CED - **Terén**.

Now it is hereby agreed as follows:

1. SUBJECT-MATTER OF THE CONTRACT
	1. The Parties to this Contract agree to co-produce the play "Die Reise" (The Journey) based on works by Franz Kafka, W.G. Seebald and others. The play will be publicly performed during the 2021/22 season in accordance with the Schedule in Enclosure 1. Further performances are planned for the 2022/23 season in Brno.
	2. The Parties shall announce the play as follows:

**Die Reise – Ein grenzüberschreitendes Theaterprojekt**

Based on works by Franz Kafka, W.G. Sebald and others

Co-produced with [name of the other theatre]

1. CREATIVE TEAM and CAST
	1. The Parties agree to use the following Creative Team:

Staging: Anna Klimešová
Text: Anna Klimešová, Lukáš Jiřička

Dramaturgy: Thorben Meißner, Lukáš Jiřička

Stage set and costumes: Zuzana Sceranková

Music: Michal Cáb

2.2. Cast:

**LTN performers:**

Marthe Lola Deutschmann, Tobias Artner

**Terén performers:**

Milada Vyhnálková, Matěj Šumbera

* 1. LTN shall be responsible for entering into an agreement on the right to perform the play in public for the subject-matter production. LTN shall enter into such an agreement with all contractual partners with whom it concludes contracts for the subject-matter production (directors, publishers); the agreement shall also apply to 5 performances in Brno. LTN shall name to the contract partner the publishers in charge along with their persons of contact so that the contract partner may negotiate the rights with regard to future performances which go beyond the aforesaid 5 public performances. The agreement on the right to perform the play in public shall provide that the production may be recorded in any technical form whatsoever for archiving purposes, and that such recordings may be reproduced and edited. It shall also be permissible to use such recordings for promotional purposes with a duration of up to 3 minutes.
	2. LTN shall be responsible for providing the staff required for stage services (assistant director, stage manager if required, and prompting) for the rehearsal period and for the performances in St. Pölten. For performances taking place away from LTN, the performers and the assistant director(s) of LTN shall be available on the terms set forth in this Contract and subject to prior agreement regarding the schedule.
1. CONTRACTS ENTERED INTO WITH OTHER PARTIES INVOLVED IN THE PRODUCTION, CO-PRODUCTION COSTS
	1. All contracts entered into with parties involved in the production are deemed to comprise the fees due as well as the costs for travel and accommodation for any and all rehearsal periods and performance dates stipulated in Enclosure 1. LTN and CED-Terén shall be responsible for complying with any and all statutory provisions concerning the employment of the parties involved in the production and for organising any documentation that may be required for their employees (including secondments) under labour law, and shall indemnify and hold the other Party harmless in this respect.
	2. Adequate proof must be submitted along with the respective invoice for all costs incurred in connection with the employees and other parties involved in the production, if such costs are to be charged to a Contract Party in full or in part.
	3. CED - Terén will contribute to the creation of the project in the amount of **10.000 EUR.** Payment will be made by transfer to the account specified in the header of the contract on the basis of an invoice issued after the conclusion of this contract and with a maturity of at least 14 days. Splitting of the costs between the Parties to the production as well as the obligation to enter into contracts with contract workers and employees in connection with the subject-matter production is set forth in detail in Enclosure 2, which enclosure is a binding part of this Contract.
	4. Each theatre shall enter into its own contracts with its respective actors/actresses in accordance with the provisions of Enclosure 2 and shall manage their fees in accordance with its own guidelines.
	5. The costs for salary, travel, and accommodation for all other members of the two theatres which are not listed in Enclosure 2 (e.g., art director, management, technical director, etc.), shall be borne in full by the Party to whose theatre such members belong.
2. BUDGETS, PRODUCTION and TRANSPORTATION OF STAGE SET AND COSTUMES, SUPPORT DURING PERFORMANCES
	1. The Parties hereto shall determine the budgets for the design of the stage set and the costumes by mutual agreement. The exact amount, assumption of costs, and invoicing modalities are set forth in Enclosure 2. The stage set and costumes shall be designed so as to be easy to adapt for both venues. If necessary, individual small components shall be built especially for LTN and CED-Terén.
	2. Production of stage set, costumes

The stage set and the costumes shall be produced by the LTN workshops. LTN shall be responsible for producing them within the defined budgets and in the best possible manner. Upon conclusion of the production, the various sets and costume parts shall remain with CED-Terén.

* 1. Support during performances

The technical crew of each venue shall be responsible for performances at their respective theatre.

* 1. Transportation of stage set and costumes

CED-Terén shall be responsible for the transports of the stage set and the costumes.

Transports of the stage set and the costumes are planned for the following occasions:

1. Premiere and performances in Brno:

*St. Pölten - Brno*

2. Performances in St. Pölten:

*Brno - St. Pölten*

*3. Performances in Brno from the autumn of 2022 onward:*

*St. Pölten - Brno*

If further transports are required, the Parties shall agree on the assumption of costs beforehand.

1. RECEIPTS FROM TICKET SALE, PHOTOGRAPHY, PLAYBILLS
	1. Any receipts from the sale of subscriptions and tickets shall remain with the respective theatre.
	2. Each Party to this Contract shall provide the other with 2 tickets each to the premiere. This provision does not include tickets for the leading team. With regard to additional tickets and also for the artists involved, the provisions governing the issuing of free tickets/Regiekarten (concessionary director’s tickets)/Dienstkarten (free working tickets) of each theatre shall apply.
	3. LTN shall produce photographs to announce the play and make them available to CED- Terén as required. The production shall be photographed on behalf of LTN during the final rehearsals in St. Pölten. LTN will make such photographs available also to CED-Terén. The photographs may be used by both theatres free of charge (website, Facebook, press, etc.)
	4. Each Party hereto shall produce its own playbill, the contents of which shall be subject to agreement between the production dramaturgs Thorben Meißner (LTN) and Lukáš Jiřička (CED-Terén).
	5. The Parties hereto shall agree on one joint text to announce the play which will be used in the season programme as well as for further announcements of the production.
2. COMPENSATION FOR RIGHTS, MISCELLANEOUS PAYMENTS

With regard to the performances at its own venue, each Party to this Contract shall enter into an agreement with the publishing company as well as on the right to perform the play in public.

Any and all payments/services not governed by this Contract, such as for example AKM/OSA payments and material rental fees, technical equipment in each theatre, applications for licenses required for the appearance of minors and/or animals, as well as the overall support during performances shall be made/rendered by the Party performing the production.

1. TERMINATION OF CONTRACT
	1. Reminder and early termination

If a Party to this Contract is in breach of its obligations hereunder, the other Party may demand remedy of such breach in writing subject to a reasonable grace period. If the Party in breach fails to comply with such demand, the other Party shall have the right to terminate this Contract early and without notice. The written demand to remedy a breach shall be deemed proper if made to the address last given by the Party in breach.

* 1. Other reasons for an immediate termination of Contract

Furthermore, the Parties may terminate the Contract without notice if

 - it is to be feared that a performance will disturb public order and safety;

 - the subject-matter premises cannot be made available as a consequence of force majeure;

 - the performance is in contravention of existing law;

 - one Party becomes insolvent and/or if the economic situation of the Party deteriorates significantly;

- a Party fails to comply with obligations imposed upon it in good time (e.g., obtain licenses, meet requirements laid down by the authorities, take out insurance, a.s.o.)

In any of the above cases, the Party terminating the Contract shall have no claims for compensation whatsoever vis-à-vis the other Party. The other Party's claims vis-à-vis the terminating Party under this Contract shall remain unaffected.

* 1. In case of force majeure, the prevented contracting party will immediately inform the other party in order to suspend the contract, the latter reserving the right to terminate the contract without compensation of any kind.

In the event of a desire to renew the contract after cessation of the circumstances that prevent its execution, both parties reserve the right to negotiate a new contract.

Failure or withdrawal of the rights of representation at the date of execution of this contract would result in its automatic termination for non-performance of this contract.

With the exception of cases of force majeure, any de facto cancellation caused by one of the parties shall entail for the defaulting party the obligation to pay its co-contractor an indemnity calculated on the costs actually incurred in proportion to the co-production's share of the total budget.

1. OBLIGATIONS AND LIABILITIES

The Parties to this Contract undertake to keep confidential any and all internal affairs of the respective other Party before, during, and after the subject-matter Co-production. The Parties to this Contract undertake in particular not to disclose to third parties any information concerning productions of the respective other Party.

Should for reasons of force majeure, compelling artistic considerations, or illness, a reshuffle become necessary with regard to the persons named under Item 2 hereinabove, LTN and CED - Terén herewith undertake to cast someone equally qualified, or to agree on an alternative date. In any of the above cases the Parties shall inform each other thereof without delay in writing.

The Parties undertake to observe the house rules and safety regulations in force in each theatre. LTN and Terén shall each be responsible for complying with requirements imposed upon them by the authorities as well as with requirements under event law, and for obtaining all necessary licenses.

1. FINAL PROVISIONS

This Contract represents the complete and full agreement of the Parties. No side agreements exist. The legal venue shall be St. Pölten. Austrian law shall apply. Any other agreements entered into between the Parties as well as changes or amendments to this Contract shall be effective only if made in writing.

The invalidity of one or several provisions of this Contract shall not affect the validity or enforceability of the other provisions. In such case, the invalid or unenforceable provision shall be replaced by a valid and enforceable provision which comes as close as possible to the economic purpose of the invalid provision.

Costs arising in connection with any stamp duties for this Contract shall be shared evenly between the Parties.

This Contract shall enter into force upon signing by all Parties. Changes and amendments shall only be effective if made in writing.

The Parties declare that they do not consider the facts stated in this Contract to be confidential and therefore grant permission to use them. The Parties declare that they do not consider the facts stated in this Contract to be a trade secret and therefore grant permission for their use and publication without setting any other conditions.

If the Contract is subject to the obligation of its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., as amended (Act on the Register of Contracts), the contracting parties agree without reservations with the publication of this Contract in the Register of Contracts, subject to conditions Act No. 110/2019 Coll., on the processing of personal data, as amended. In such a case, CED - Terén will send the Contract to the Register of Contracts.

For Landestheater Niederösterreich CED - Terén

XXX XXX Miroslav Oščatka

Managing director Prokurist Director of CED

St. Pölten, dated this 16.11.2021 Brno, dated this

**Enclosure 1 Schedule**

**Enclosure 2 Project Budget**

1. Translator's note: Officer with special powers of attorney vested in him/her by statutory provisions. [↑](#footnote-ref-1)