**Co-production contract „ALCINA“**

**Národní divadlo Brno, příspěvková organizace /NATIONAL THEATER BRNO,** CONTRIBUTORY ORGANIZATION

Dvořákova 11, 65770 Brno, Czech Republic

ID No: 00094820

VAT No: CZ00094820

Registration in the Commercial Register at the Chamber of Commerce in Brno, section Pr, insert 30,

Bank details: UniCredit Bank

IBAN IBAN: CZ4927000000002110126631

SWIFT: BACXCZPPXXX

Represented by MgA Martin Glaser, Director

(hereinafter only NdB)

and

**Theater de Caen**

Registered office: 135 boulevard du Maréchal Leclerc - BP 71, 14007 Caen Cedex 1, France

represented by Joël BRUNEAU, Major of Caen, acting in accordance with the regulation n ° C-2021-05-25/04 of 25th May 2021

legal form: régie municipale (municipal administration)

VAT No .: FR 16 211 401 187

Bank details: Trésorerie Caen Municipale

IBAN: FR79 3000 1002 44C1 4000 0000 093

BIC: BDFEFRPPCCT

VAT applicable: YES

(hereinafter only “CAE”)

and

**Château de Versailles Spectacles**

Registered office: Pavillon des Roulettes, Grille du Dragon, 78000 Versailles, France

Represented by: Laurent Brunner, General and Artistic Director

Legal form: Société par actions simplifiée (joint stock company)

Tax ID: FR74 451290613

Bank details: Société Générale

IBAN: FR76 3000 3021 8900 0202 0264 878

BIC: SOGEFRPP

VAT applicable: YES

(hereinafter referred to as “VER”)

(Hereinafter referred to as the "Contracting Parties")

1. Definitions

* 1. Contract: This Contract with all Annexes.

In this Contract the rules for cooperation of the Contracting Parties are stipulated. Entering into this Contract the Contracting Parties undertake responsibilities within the fixed range of obligations stipulated herein. The Contracting Parties confirm that this Contract will not by any means be considered a legal or a factual establishment of a company, association or any other legal entity. This provision is essential and decisive for this Contract and the Contract cannot be concluded without it.

1.2 Ma**in co-producer**

**National Theater Brno,** contributory organization, hereinafter referred to as "NdB"

1.3 **Co-producers:**

**Château de Versailles Spectacles** hereinafter referred to as "VER"

**Théâtre de Caen,** hereinafter referred to as "CAE"

1.4 **Parties**

**NdB / VER / CAE**

1.5 P**roduction**

Production of the opera **ALCINA by Georg Friedrich Händel**, which will be created as part of a co-production between the National Theater Brno, the Théâtre de Caen and the **Château de Versailles** **Spectacles** (hereinafter "Production").

1.6 **Production Team**

Directed by: Jiří Heřman (performing artist)

Conductor: Václav Luks (performing artist)

Set Designer: Dragan Stojčevski

Costume Designer: Alexandra Grusková

Choreography: Jan Kodet

Lighting Designer: Daniel Tesař

1.7 **Performers**

**Soloists:**

Alcina: Karina Gauvin / Pavla Vykopalová

Morgana: Mirella Hagen / Doubravka Součková

Ruggiero: Ray Chenez / Kangmin Justin Kim

Bradamante: Václava Krejčí / Monika Jägrová

Oronte: Krystian Adam / Ondrej Koplik

Vs. Meliso: Tomáš Král / Roman Hoza

Oberto: Andrea Široká / Eva Esterková

Collegium Orchestra 1704

Collegium Vocale 1704

Dancers

7 dancers + 1 actor - little magician

Changes to the above cast of performances in performances at the NdB are subject to mutual agreement between the Production conductor and the director. Any changes in the above cast in performances in co-production theaters are subject to mutual agreement between the Production conductor, the Production director and the relevant directors of the co-production theaters.

1.8 **The Technical Team** (hereinafter referred to as the "Technical Team") includes:

Stage Manager: Silvie Adamová

Stage Master: Jan Gottwald

Stage Director Assistant: Otakar Blaha

Costume and makeup supervisor: Alexandra Grusková

1.9

Decorations, props and costumes, designed and manufactured for the purposes of Production.

Consumer goods are not part of the Equipment, but shoes and wigs designed and made for the purposes of Production, are part of the Equipment.

2. **Subject of the Co-production Contract**

2.1 This Agreement regulates the mutual relations among the Contracting Parties for the purpose of creation and public presentation of the Production, as defined in clause 1.5 of this Agreement.

2.2 Within the meaning of this contract, the process of making and creation of Production includes the following activities and services:

• creation of conception of the direction, choregraphy, scenography, costumes and lighting design as well as to set the terms and conditions of their exploitation;

• production of set, costumes, shoes, wigs and props (hereinafter the **"Equipment"),** determination of their ownership and determination of the conditions of their exploitation;

• scheduling and ensuring the rehearsal process for the Production up to the general rehearsal in NdB included;

• concluding contracts, fixing and paying the performers' fees, the stage director´s and conductor´s fee and the Production Team's fees (including Production Team licenses (i.e. the set and costume designers, light designer and choreographer licenses) in all performances at all co-producers), Technical Team fees and all other expenses mentioned above (accommodation, transport) during the study and rehearsals for the Production in Brno.

• setting the price and reimbursement of rental costs and licenses of the music materials for Brno.

**Article 3 - Production schedule and performance**

The production will be produced and rehearsed in NdB according to the following preliminary time schedule:

a) Preparation and production Production

- 7.6.2021 - explanation meeting at NdB

- 25.6.2021 - handover meeting at NdB - handover of scenography and costume designs, including finalization of the production budget

- 30th September 2021 – finalising technical adjustments – all co-producer on Zoom

b) Schedule of the rehearsals for the purpose of studying the production incl. technical rehearsals and performances in the NdB, dates of transport, technical preparation of the production, rehearsals and performances in VER and CAE forms Annex No. 2 to this contract.

**Article 4: General obligations / Obligations and responsibilities of the Contracting Parties**

* 1. **The responsibilities of the NdB relating to the creation of Production:**

1. representing the Co-production in all relations with third parties regarding the production of the Production at the NdB;
2. ensuring / carrying out / arranging the construction of the set and costumes, manufacturing and/or acquisition of the props, as well as ensuring / carrying out / arranging the adaptations of the set necessary for the presentation of the Production at all Co-producers´ venues and using and covering the related costs.

NdB will have the exclusive authority to negotiate with the suppliers or any persons cooperating with the NdB for this purpose and will be solely responsible for any contracts concluded by the NdB in this respect.

1. concluding contracts with the authors of the Production (in particular: stage director, set designer, costume designer, choreographer, lighting designer); these contracts with the exception of the contract with the stage director will include the settlement of the Production related copyrights necessary to the creation / presentation of the Production according Annex 2 to this co-production contract and possible following performances of the Production held on the Co-producer´s venues in accordance with this Agreement. The contract with the stage director for granting and payment of his license for performances held at co-producers venues in VER and CAE will be concluded by VER and CAE under the pre-agreed conditions.

d) negotiating the terms of contracts with all performers for the performance of

the Production in all co-production theatres

1. concluding contracts with performers to study Production and to perform in NdB
2. managing the rehearsal process for the Production in NdB in terms of premises, organization and technical support and equipment
3. forwarding necessary technical information to the Co-producers no later than following the technical rehearsals, at the latest by 2nh February 2022, including: plans and cross-sections of the layout, lighting plans and equipment, full inventory of material, stage directions and editing, photos of the set, props, costumes, make-up. The final technical information will be sent electronically after the last performance at the NdB, including an audio-video recording of the Production produced for this purpose,
4. dealing with administrative aspects related to the Production and preparing the financial statements proving the financial covering the Production.
5. arranging a translation of the libretto of the opera to be produced under this Contract into the English language.
6. ensuring the music material for the Production and reimbursement of costs for music material for staging and performance in Brno.
7. subtitles in Czech, English and German
8. program brochure in Czech and English for the performances Alcina in NdB
   1. **Obligations of VER and CAE at their own expense**
9. hiring the Performing Artists – soloists, conductor, stage director, orchestra, choir and dancers + actor-little magician for the period of rehearsals and performances at the VER and CAE, arranging accommodation, and travel and covering the related costs of accommodation, per diems and travel costs related to the Co-producers´ venues as scheduled in Annex No 2 of this Contract,
10. arranging necessary accommodation and covering the travel costs and per diems for the members of the Production team of the Production, ie. set designer, costume designer who will provide supervision on costumes and makeup, light designer and choreographer during the technical preparation, rehearsals and performances in VER and CAE,
11. engaging an English speaking stage manager, stage master, stage director assistant and

supervisor of the costumes and makeup including ensuring and covering the related travel costs, per diems and costs of accommodation ;

d) concluding contracts for the renting of music material for amounts agreed by NdB with

the locally competent branch of the Bärenreither publishing house, ie Alkor-Edition Kassel

GmbH, and reimbursement the relating costs of this music material for performances in

the VER and CAE co-production theatres to the above publishing house.

Any use other than for the performances agreed in Annex 2 - Schedule to this contract,

requires the prior consent of Alkor-Edition Kassel GmbH, for which the co-producers CAE

and VER are responsible.

e) ensuring the French translation of the opera libretto which is the subject of this contract

f) French subtitles. VER will be in charge of the preparation of the subtitles and will charge back

50% of the costs to CAE.

g) ensuring the program brochure for performances in VER and CAE.

**Article 5: Budget / Costs**

* 1. The Budget under this article involves all the funds provisionally estimated and determined to be sufficient for production of the Production and defines financial contributions of each Contracting Party. Any possible additional financial contributions of each Contracting Party must be confirmed by Amendment to this contract.
  2. An overall budget of the Co-production is stipulated at **333.262,- €** in total. The overall budget constitutes **Annex No 1** to this Contract as the Contract´s integral and inseparable part.
  3. The overall budget includes:

1. costs necessary to meet the obligations of NdB referred to in Article 4 Point 4.1 a) – l) of this Contract
2. The overall budget does not include costs connected with the actual presentations of the Production in Venues of Contracting Parties. Contracting Parties commit to conclude the contract with Performing Artist for respective performances. Each Co-producer will bear accommodation costs, travel costs, per diems and other costs necessary for participating of the members of the Performing Artists on the realization process of the Production in respective Co-producer´s venue.
3. The stage director, assistant director, lighting designer, set designer, costume designer, choreographer, stage manager and stage master will be present in Co-producer´s venues according to the Annex 2 - Schedule of rehearsals and performances agreed between NdB, CAE and VER. The co-producers CAE and VER will conclude with all the above-mentioned contracts in accordance with the schedule specified in Annex No. 2 to this contract.
4. Co-producers will contact directly members of the Production Team/Technical Team and arrange the conditions for inviting them to realization of the Production in respective Co-producer´s venues. Each Co-producer will bear accommodation costs, travel costs, per diems and other costs necessary for participating of the members of the Production Team/Technical Team on the realization process of the Production in respective Co-producer´s venue. The conditions will be negotiated by with VER and CAE beforehand.

The stage at the Opera Royal is on an incline (4.5%) – Château de Versailles Spectacles does not allow installation of a reverse slope. Small objects can still be planned for installation on the horizontal by means of risers or wedges.

The planned lighting scheme should be possible to implement with the material available at the Opera Royal. Château de Versailles Spectacles does not permit the presence, on stage or in the hall, of materials liable to cause noise (automated projectors with fans that are not DMX-controllable, colour changers, etc.)

It is agreed that should the PRODUCER decide to use his/her own lighting desk, he/she should organise a backup system (additional desk or laptop) that can take over immediately in case of a fault in the main desk.

Failing that and if the performance has to be interrupted, entailing reimbursement of tickets, the PRODUCER will be held liable for the loss in revenue.

For reasons of security, the following jobs must be undertaken by the staff at Château de Versailles Spectacles: riggers and flymens

**Use of naked flame is strictly forbidden at the Opéra Royal.**

During the technical negotiations between the contracting parties, the following was agreed:

The stage design, created for the stage of the Janáček Theater, will be adapted to the stages of the co-producers in VER and CAE:

Versailles:

- sloping floor - the houses will have to be underlaid with wedges

- carpet sand - the same as in Brno

- candles cannot be used = electric bulbs + lighting adjustment

- 1st prospect with the sea - 14 m (same for all 3 scenes)

- Plenty of space on the backstage and on the side stages

- limited tensile load 350 kg

- personnel for operating the hand strokes used in the Production will be provided by VER

Caen:

- shorter depth of the stage

- the portal is 16 m - reduced to 14 m by means of a black cover

- carpet sand - of 2 parts

- 1st prospect with the sea - 14 m

- candles - yes, fire can be used

- 6 technicians for changes the decor on stage - the same staff for Caen and Versailles

1. Each Co-producer/NdB will cover all costs required to repair the components of the Equipment in case if they are damaged while they are used or stored in their own venues and will cover costs associated with the replenishment of consumables used in individual performances in respective Co-producer´s venue/NdB.
2. Each Co-producer/NdB will be responsible for all costs associated with the hire of technical equipment needed for the presentations of the Production (sound, and lighting–exclusive of the music instruments) in individual performances and rehearsals taking place in their venues as presented in the **technical rider** which will be sent by NdB on February 7, 2022 at the latest.
   1. The transport of the Equipment will be carried out as stipulated in Article 7 of this Contract.
   2. NdB, VER and CAE have right to retain all proceeds from the sale of tickets for performances of the Production taking place in their venues.

**Article 6: Production funding**

* 1. The overall budget will consist of Co-production contributions provided by NdB, VER and CAE. The overall budget constitutes Annex No 1, which is an integral part of this Contract. Contributions on Co-production funding will be provided by the Contracting Parties as follows:
  2. NdB 204.079,- Euro net
  3. Théâtre de Caen 83.183,- Euro net

c) Château de Versailles Spectacles 46.000,- Euro net

* 1. The Co-production contributions agreed in Article 6 Points 6.1 of this Contract will be paid by the VER and CAE to the NdB´s bank account specified in the head of this Contract by bank transfers according to the following schedule:

1. **Théâtre de Caen**

**100% of the co-production contribution referred to in Article 6, point 6.1, ie:**

Théâtre de Caen 83.183 Euro net

Shall be paid by the co-producer CAE no later than **14 days after the signature of this co-production contract by all contracting parties** on the bases of the invoice in English and French provided by NdB (CAE provides NdB the translation of the invoice in French), due within 14 days of delivery of the invoice to the following co-producers' e-mail:

CAE: [l.chenay@caen.fr](mailto:l.chenay@caen.fr)

1. **Château de Versailles Spectacle**

**100% of the co-production contributions referred to in Article 6, point 6.1, ie:**

Château de Versailles Spectacle 46.000 Euro net

Shall be paid by the co-producer VER no later than **14 days after the signature of this co-production contract by all contracting parties** on the bases of the invoice in English and French provided by NdB, (VER provides the translation of the invoice in French) due within 14 days of delivery of the invoice to the following co-producers' e-mail:

VER : [shamard@chateauversailles-spectacles.fr](mailto:shamard@chateauversailles-spectacles.fr)

* 1. The Contracting Parties accept (shared) bank fees for all payments made under this

contract.

* 1. In case any Co-producer is in arrears with the payment of its Co-production contribution, NdB will charge the relevant Contracting Party an interest on delayed payment in accordance with corresponding binding legal regulations.
  2. All Contracting Parties agree that the Budget is a bona fide estimate of all costs to be incurred in relation to the Co-production. NdB is obliged to follow the Overall Budget, specified in Annex No 1 to this contract. Any amendments and supplements to the Budget must be made by agreement of all Contracting Parties in writing and as Amendment to this Contract, signed by all Contracting Parties.
  3. All amounts of contributions of co-producers NdB, VER and CAE are understood as net, ie without deduction of withholding tax and VAT in the country of tax residence of individual co-producers.

Any taxes and VAT relating to these co-production contributions will be paid in addition by each of these co-producers in their country of residence.

* 1. CAE / VER will also provide at its own expense all necessary permits and other requirements

given by the regulations in force in France for the employment of artists and other workers, incl. payment of minimum wage payers for all performing artists, the members of the creative team and all other persons involved in the preparation, rehearsals and performances in the CAE and VER theaters. The NdB and individual artists will provide the needed collaboration.

* 1. The overall budget does not include costs associated with transport, insurance and storage of transport. Detailed information on this topic is provided in Article 9 - Transport and Insurance.

**Article 7 – The Equipment (SET, COSTUME, PROPS)**

7.1 The NdB undertakes to be responsible for the creation and manufacturing of The Equipment

which shall be in close collaboration and agreement with the VER and CAE in accordance with

the relevant provisions of this contract.

* 1. The Equipment will be the sole property of the NdB.
  2. The NdB will ensure, with the set designer, that the theatrical scenery will be adapted to the stage of the VER and CAE and that the constraints associated with the specific features of their programming are taken into account, in collaboration with the technical management concerned. The co-producers will be present in the presentation of the model and drawings in the venue of the main co-producer. Materials for the set as well as other safety requirements related to the set are to be coordinated with the VER and CAE, before starting the manufacturing of the set – after finalising technical adjustments to be held on September 30, 2021 on Zoom (the date TBC).
  3. The CAE/VER will receive the drawings to the set and costume design of Production after finalising technical adjustments to be held on September 30,2021.
  4. The CAE/VER is bound not to use The Equipment in any other way than that intended by this contract. The Equipment must be used in order to stage The Production in CAE/VER in an identical manner to the staging at the NdB, with only adaptations that are necessary due to different staging conditions. The CAE/VER shall make sure that correct information regarding the usage of the set in CAE/VER has been obtained by NdB and NdB shall, without any cost for CAE/VER, supply CAE/VER with such information.
  5. Any adaptation that are necessary due to different staging conditions are to be made by NdB and covered from the budget of the co-production contribution for the production of the set.
  6. The NdB has to send the complete set and costumes in a functional and undamaged state as well as the VER/CAE upon its return. The complete listing of the components of the Production shall be an integral part of the delivery of the Production.
  7. In no event shall either party be liable for any indirect, punitive, incidental or consequential damage that may arise in connection to the usage of the Equipment.

Each co-producer is obliged to insure the Equipment against all risks at the time of its use, including the transport time for which it is responsible, for the purchase value of the Equipment of **117.000 Euros.**

* 1. After the premiere of Production, the NdB shall prepare a “Production Bible” in English, with a detailed description of the Production and provide the CAE/VER with a copy of The Bible forthwith. The Bible shall include, but not limited to, photographs of the artists in costume with wigs and make-up, working drawings, ground plans, sections, photographs of each scene, prop list, running list, hanging plot, scenery assembly information and photos of scenery assembly on stage and the lighting plan.
  2. Together with the Bible, the NdB provides the CAE/VER with a detailed inventory list of the Equipment.
  3. The Production will be premiered in the NdB on February 5, 2022, in l´Opéra de Versailles on March 10, 2022 and in the Théâtre de Caen on May 5, 2022. The schedule of the rehearsals and performances in the NdB, VER and CAE forms the Annex No. 2 of the contract.
  4. The Equipment will be available to the Co-Producers from **March 1, 2022 to May 15, 2022.**
  5. After returning the Equipment after the performance blocks in VER and CAE, the Equipment will be stored at the main co-producer.
  6. The parties agree that each co-producer will receive a percentage of all income from further use of the Equipment, such as the sale or rental of the Equipment or parts thereof, corresponding to the share of their co-production contributions listed in the total co-production budget.
  7. The NdB will be responsible for all agreements relating to the further lease of the Equipment, but this lease must be negotiated in good faith with the CAE / VER.
  8. Any further Use of the Equipment must always be agreed with the main co-producer if a request for such use arises.

The Equipment can be rented if the co-producers agree on the price and date of the rental

well in advance so as not to disrupt the main co-producer's plan of the performances.

* 1. If the Parties confirm that they will no longer use the Production, NdB as the main co-producer, will be responsible for its liquidation and the costs of liquidation incurred will be on NdB's part.
  2. Each Party has the right to present the Production as often as it wishes, during a pre-agreed period.
  3. All future performance dates of the Production for each subsequent season will be agreed by the parties by 1 December each year.
  4. Each Party undertakes to use the Equipment only for the purposes of the stage presentation of the Production.

**Article 8: Condition of the Equipment**

* 1. Each company will ensure that the Equipment is returned to other company in an equivalent condition to that at the time of dispatch unless it is agreed otherwise. Treatment with fire proof agents shall be communicated between The Parties.
  2. Each party will ensure that costumes are returned in a clean condition. The cleaning instructions shall be provided in the Bible. The original name tags of the costumes are not be covered or removed and the notes on them should be indelible. The parties understand that minor alterations, such as the ‘letting out’ and/or ‘letting in’ of costume bodices might be necessary. When small alterations in costume items are made, it is not allowed to cut any material. The costumes are not allowed to have any dying or painting. It is not necessary to change all the measures prior to the return of the production, but a detailed list must follow the costumes.

Each Party shall be responsible for making good any damage to the scenery, costumes and properties at their own expense. Any costs incurred by any company in repairing damage not made good by the company immediately previously presenting the Production shall be chargeable to the Party immediately previously presenting the Production.

* 1. In the event that the Equipment is completely destroyed by fire or other risk factor and the claim is granted to either party, the individual co-producers will receive a percentage of the granted claim corresponding to their share of their co-production contributions in the total co-production budget.

In the event of partial destruction and a similar claim being made, the proceeds of the claim shall be used to restore the Production to the original condition.

**Article 9: Transportation and insurance**

The transport of the Equipment will be provided and paid as follows:

* 1. The transport of the expedition to VER and CAE will take place, as follows:

NdB – VER - NdB (transport paid by Versailles)

NdB- CAE - NdB (transport paid by Caen)

according a transport schedule subjected to a mutual agreement between NdB, VER and CAE.

* 1. The current estimate of NdB is 4 large trucks for transport the Equipment. The number of trucks will be confirmed by NdB after technical rehearsals in Janáček Theater approx. on January 15,2022.
  2. The Parties shall agree, no less than 30 calendar days prior to the transportation, about the exact date of loading the Equipment in the sending venue. Each party will provide staff for loading / unloading the Equipment to / from trucks in their theatre at their own expense.
  3. Each Party is solely responsible for the documentation and any additional labour costs on get-out and get-in. Each party will also solely be responsible of all taxes, bonds and import or export duties imposed by any government having jurisdiction over the transaction in relation to their own production.
  4. The Equipment shall be checked by the receiving part immediately after all goods have arrived, and shall then immediately inform the other part if the Equipment is not in good condition.
  5. In case the sending Party does not send an item(s) to the receiving Party that is listed on the Equipment list, the sending Party shall be responsible for sending the item(s) (door to door) to the receiving Party and all cost connected to the shipping shall be the responsibility of the sending Party. Delivery shall be made in the quickest way possible.
  6. The responsibility for The Equipment shall be transferred to the receiving Party at the time the Equipment leaves the house of the other Party.
  7. The receiving party shall insure the Equipment during transport against all risks (All Risk) for the value of 117.000 Euros or for the price of acquiring a new Equipment.
  8. The exact method of the delivery of The Equipment to the VER/CAE will be specified later, on the base of a confirmatory letter, which will be part of the Contract, following consultation between the technical staffs of NdB and VER/CAE.
  9. The contracting parties undertake to store and use the components of the manufactured decorations and costumes under conditions that guarantee their preservation in excellent condition.
  10. Each Contracting Party shall ensure that all components of the Equipment located on its premises are covered by insurance contracts concluded for "all risks" insurance and that insurance must be arranged for their "acquisition value".

# Article 10: Further Production operations

* 1. After the Production and its performances specified in Article 1 of this Contract are over, the Equipment will be stored in NdB. NdB has right to include the Production specified in Article 1 of this Contract into its repertory.
  2. The NdB as the owner of the Equipment and the predetermined main co-producer of the Production, will store the Production at its own expenses from the date, when is the Production returned from the CAE. After this date, NdB has a right to dispose with the Equipment arbitrarily, whereby is required to bear all the related expenses.
  3. **NdB** has the right to present the Production without territorial limitation and without any financial compensation payable to any of the Contracting Parties.
  4. **The Co-producing Theatres** have the right to present the Production in their Theatres in compliance with Annex No 2 (Schedule) of this Contract without any financial compensation payable to any of the Contracting Parties.
  5. If the Production is sold or leased to a **Non-co-production party**, the licenses and other rights of the stage director, set designer and costume designer and other members of the production team referred to in Article 1 of this contract shall be the subject of separate negotiations with licensees and other members of the production team.

**Article 11: Complimentary tickets**

* 1. NdB will offer 4 complimentary tickets to each of the Co-producing Theatres for the first

presentation of the Production in Brno on February 5, 2022 and 2 complimentary tickets to

each of the Co-producing Theatres for the second performance of the Production in Brno on

February 6, 2022.

* 1. The additional 12 complimentary tickets in total will be offered by NdB to the Co-producing

Theatres for the use of the publicity purposes (foreign journalists) for the second

performance of the Production in Brno on February 6, 2022.

* 1. VER and CAE are obligated to confirm in writing to the NdB no later than 20 January 2022 at

the latest the number of tickets they require. Any unclaimed tickets will be returned to the

NdB.

* 1. VER and CAE will offer to NdB for the first performance of the Production in their venues 4

complimentary tickets. NdB has to confirm in writing to the Co-producing Theatres

no later than the 14 days before the first performance of the Production in their venues the

number of tickets they require. Any unclaimed tickets will be returned to the Co-producing

Theatres.

**Article 12: Credit, promotion, record, program**

12.1 NdB, CAE and VER undertake that all materials promoting the Production including

programme brochures, audio-visual and sound recordings will include the following notice:

THE PRODUCTION WAS CREATED IN CO-PRODUCTION WITH THE NATIONAL THEATER BRNO, THEATER DE CAEN AND ROYAL OPERA - CHATEAU DE VERSAILLES SPECTACLES, EXTRAORDINARY COOPERATION WITH COLLEGIUM 1704 AND WITH THE SUPPORT OF GESAMTKUNSTWERK BRATISLAVA AND

BOHEMIAN HERITAGE FUND "

* 1. For marketing, PR and information purposes VER and CAE are entitled to use press photos

from the Production at NdB. The NdB OPERA shall be credited in connection with the use

of the photos.

* 1. Each Party has the right to film The Production for documentation purposes. Each Party also

has the right to record and film The Production for internal purposes and their parts for

the promotion. In the case of a commercial recording, a license fee for individual theaters

will be agreed in a separate supplement.

* 1. In the case of a commercial record, the relevant Party must enter into agreements with all

copyright holders and bear the costs incurred under these agreements.

* 1. In the event that either party expresses an interest in using any of the other party's

promotional material, such as a Production Poster, video teaser or trailer, such material

should be provided to the requesting Party free of charge, provided that the other Party

owns these materials and has them available.

* 1. Program

Each Contracting Party shall prepare program for the performance of Alcina, presented in their venues at its own expense.

NdB will provide VER and CAE with the content of the program brochure in English,

prepared for the performance Alcina in NdB for the purposes of their program. The NdB

demands the word of the dramaturge of the Janáček opera be included in the programs of

individual co-producers.

# Article 13: Termination of the Contract

* 1. This Contract may be terminated by mutual agreement of the Contracting Parties, made in

writing. The written document will include the method of settlement of the obligations and

claims incurred before the date of the termination of this Contract.

* 1. Any amendments and supplements to this Contract must be made by agreement of all

Contracting Parties in writing and as Amendments to this Contract, signed by all Contracting

Parties.

* 1. All Contracting Parties can withdraw from the Contract only in case any of the other

Contracting Parties seriously violates contractual obligations, provided that, after the

Contracting Parties have failed to resolve the dispute amicably, a prior written notice is sent

by the injured Contracting Party to the infringing Contracting Party (and copied to the other

Contracting Parties). If the Parties are not able to resolve the dispute in an amicable way, the

infringing Contracting Party is obligated to reimburse all the other Contracting Parties for their

actual expenses incurred, without prejudice to any potential compensation for damages and

interest.

* 1. This Contract can be legitimately suspended or terminated in all recognized events of Force

Majeure. In this case all Contracting Parties can immediately withdraw from the Contract and

every Contracting Party has to bear own expenses.

* 1. Legal facts not regulated by this Contract will be governed by the provisions of the Civil

Code and where it is not possible, by the provisions of other generally binding legal regulations

in force in the Czech Republic.

* 1. In case of any change of generally binding regulations, the relevant provisions of this Contract

will be, if necessary, brought into compliance and other contractual provisions will remain in

force. Invalidity of any provision of the Contract will not invalidate the whole Contract.

* 1. In case of any dispute arising from this Contract, but only after having exhausted all possibilities

of amicable settlement, the Contracting Parties agree to the substantive law of the Czech

Republic. In the absence of an amicable settlement, disputes will be resolved at a general court,

competent for the NdB.

* 1. This Contract is made in six copies in English and French language. Each Contracting Party will

receive one copy of the Contract. Each Contracting Party can make for its internal purposes

the translation of this Contract to the official language of the Contracting Party at its own

expenses. In case of any dispute between the Contracting Parties the English version of this

Contract will be authoritative.

* 1. All Contracting Parties declare that the Contract was signed by their true and free will,

definitely, seriously and comprehensively, not in distress or for otherwise conspicuously unfair

conditions. The Parties affirm that their ability and freedom to enter into this Contract.

* 1. Both contracting parties agree to the publication of the contract in full in the register of

contracts pursuant to Act No. 340/2015 Coll. (Law on the Register of Contracts) and on the

profile of the contracting authority of the National Theater in Brno pursuant to Act No.

134/2016 Coll., on Public Procurement.

* 1. This Contract will enter into force on the day of signing by all Contracting Parties and become

effective on the day of its publishing in the register of contracts.

**Annex No. 1 - Overall budget**

**Annex No. 2 - Schedule of the rehearsals and performances in NdB, CAE and VER**

**For The National Theatre Brno,** in Brno, ……………………..2021

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MgA Martin Glaser, Director

**For The Théâtre de Caen**, in Caen, ……………………..2021

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On the authority of the member mayor of the city of Caen,

The Vice-Mayor in charge of the culture,

Emmanuelle DORMOY,

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Patrick FOLL, Director

**For The Château de Versailles Spectacles**, in Versailles, ……………………..2021

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Laurent Brunner, General and Artistic Director