

Contractual Parties:

The National Theatre, Ostrovní 1, 112 30 Praha 1

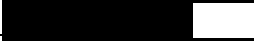
Commercial Reg. No.: 00023337, DIČ:CZ00023337


Represented by: Eva Semeráková CEO of National Theatre, Drama
(Hereinafter referred to as the "NT")

and

Ms. Diana B a l y k o

Address: 

Date of birth: 

Passport Nr.: 

Tax Residency: Republic of Belarus

(Hereinafter referred to as "Co-operator")


In accordance with the provisions of Section 1746 (2) of Act. No. 89/2012 Coll., Civil Code as amended, hereby conclude

Co-operation Agreement

Article 1

The subject of the contract is the agreement of the contracting parties on the residential creative stay of the Collaborator within the Prague Crossroads 2022 festival, which will take place from 27.4.2022 till 30.6.2022 for a period of about two months. In addition to his own creative work, the external collaborator will collaborate with the National Theatre dramaturgy on the conception and implementation of National Theatre Drama activities aimed at supporting Ukraine in defending against the aggression of the Russian Federation. The parties depending on the length of cooperation will agree the exact length of stay.

Article 2

1. The collaborator undertakes to perform the agreed work in person; the contact person of the National Theatre is .

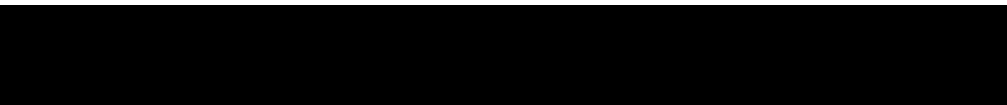
a) in the event that the Collaborator creates a new work during her residency in Prague, she undertakes to always state during its presentation that it was created during her creative residency in Prague with the support of the National Theatre Prague;

b) The collaborator undertakes to participate in discussions and PR events in Prague, if she is asked to participate in a play by the National Theatre.

2. NT shall ensure all preconditions necessary for external cooperation pursuant to Article 1 of the Agreement.

ND shall ensure and pay:

a) Accommodation in NT Apartments, Anenské nám. 2/212, Praha 1, including these family members:

- 

b) a flat-rate allowance for car transport on the Kyiv-Prague route in the amount of 14.029 CZK gross, income tax 15%, i.e. 11.925 CZK net

Článek 3

1. NT shall pay a contribution to cover the cost of the stay in the amount of **CZK 70.588,- gross**, income tax 15%, i.e. **CZK 60.000,- net**, to the Co-operator. The contribution will be paid in cash in two instalments -

- CZK 30.000 on 27.4. 2022

- CZK 30.000 on 30.5. 2022.

The co-operator acknowledges that in the event of a shortened stay, the contribution will be reduced accordingly.

2. The Co-operator acknowledges that, upon the submission of a valid confirmation of his tax residency issued by the relevant tax authority as of the date of signing of the Contract, the (net) remuneration thereof shall be taxed only in the state of the documented tax residency in accordance with the Double Taxation Agreement between the Czech Republic and Belarus. In the case that the tax residency is not documented in the aforementioned way, the remuneration shall be taxed in the Czech Republic with a 15% rate upon the submission of a Statutory Declaration of Tax Residency (in the Annex) pursuant to Act No. 586/1992 Coll., On Income Tax.

3. The Co-operator declares not to be a VAT payer as of the date of the taxable event. If this declaration is not based on truth, the Co-operator agrees that the contractual remuneration already includes VAT of the statutory rate. The NT agrees that, if the Co-operator becomes a VAT payer after signing of the Contract, the VAT at the statutory rate will be added to his/her contractual remuneration.

4. The NT undertakes to pay the VAT at the statutory rate valid in the Czech Republic as of the day of the taxable event from the gross amount of the remuneration set forth in the paragraph 3.1.

5. The Contracting Parties undertake not to disclose the provisions of Article 3 to third parties with the exception of the Tax Office and/or the Tax Adviser.

Article 4

1. The Co-operator acknowledges that in order to perform this contract it is necessary for the NT to collect, process and maintain, in accordance with the respective provisions according to EU Regulation 2016/679 and of Act No. 101/2000, on personal data protection, as amended (hereinafter referred to as the "APDP"), the Co-operator's personal data in the scope of address and identification data, description data mainly related to the Co-operator's artistic career and other data necessary for fulfilment of the contract, including the data provided by the Co-operator. NT is thus authorized to collect, process personal data of the Co-operator especially within the scope of portraits (promotional and those made during the activities carried out under this contract), identification and biographic data, for any purposes related to the activity of the NT, including above all the keeping of accounting, business, statistical and artistic records of the NT, market research, assessment of the NT's activity, marketing events and promotional activities, sending of commercial messages, offering of NT products and services, including through third parties, creation of catalogues, theatre programmes, magazines of the NT and documentary publications, with the aim to be used for promotion of theatre performances, including within tours and festivals. The NT is entitled to make the Co-operator's personal data available to its contractual processors and yield them under the conditions of this consent to its contractual partners (e.g. organisers of theatre performances).

2. The Co-operator 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 and the person or entity who shall process the data, and to whom his personal data shall be made available. The Co-operator affirms that he has been informed of his rights pursuant to the provisions according to EU Regulation 2016/679 and of Sections 11, 12 and 21 of the APDP. The Co-operator has been particularly informed of his being entitled to access his personal data and should he find out or assume that the NT or the processor has processed his personal data at variance with the protection of his private and personal life or contrary to law (especially if his personal data is inaccurate with regard to the purpose of its processing), the Co-operator shall be entitled to ask the NT or the processor for

explanation and rectification of the errors or the deletion of personal data, as well as possess possible other rights stipulated in the legal regulations on personal data protection (on the day of the concluding of this contract, particularly the APDP).

3. The Co-operator has explicitly agreed that the NT shall collect, process and retain his personal data during the time of the duration of this contract and beyond, until such time as the Co-operator has withdrawn his consent, for the purpose of offering possible future collaboration on the part of the NT and negotiation of a contractual relation. The Co-operator is entitled to withdraw his consent at any time in writing.

Article 5 - Force Majeure (Vis maior)

The Contracting Parties agree that in the event of force majeure in their contractual relationship established by this Agreement, they shall not mutually claim performance under this Agreement or damages, and in the event that performance has been provided between the Contracting Parties, even in part, the performance will be returned. Insufficiently insured and sudden environmental events, accidents, explosions, fires, disasters, war, acts of war, measures taken by governmental and public authorities, new or amended legislation, death or other events comparable to force majeure are considered.

Article 6 – Other provisions

1. ND undertakes, at its own expense, to incorporate the son of Diana Balyko, [REDACTED] to the Children's Group ND;

2. ND undertakes to provide support for the involvement of Diana Balyko's daughter, [REDACTED] to compulsory school attendance in the Czech Republic.

Article 7 - Final arrangements

1. This Contract shall enter into force on the date of its signing by both Contracting Parties and take effect on the date of its publication in the register of contracts pursuant to Act No. 340/2015 Coll

2. This Contract is made in two copies, of which each contracting party shall receive one copy.

3. Any modifications and amendments to this Contract shall be made in writing and in agreement of both Parties hereof.

4. All rights and obligations arising from this Contract shall be governed by the Civil Code No. 89/2012 Coll. and Author's Code Nr. 121/2000 Coll.

5. All annexes according to the text are an integral part of this Agreement.

Annexes:

1. Statutory Declaration of Tax Residency

2. Introductory instructions on fire safety and occupational safety at the National Theatre (NT)

Prague,

Prague, 26.4.2022

Co-operator

National Theatre