**ARTISTIC PERFORMANCE AGREEMENT**

**No. SU – 23 / 166**

**Pražský filharmonický sbor** (Prague Philharmonic Choir)

having its seat at Melantrichova 970/17B, Praha 1, Czech Republic

Id. No.: 14450577

represented by David Mareček, Director

(“**PFS**”)

and

**Kyiv Symphony Orchestra**

Address: DP "DAESOU"

Saksahanskoho Street, 38

Kyiv, Ukraine, 01033

conclude on the day, month and year set out below the following agreement (the “**Agreement**”):

**Article I**

**Subject Matter of the Agreement**

1. The subject matter of this Agreement is an artistic performance of the Artist – the carrying out of a musical artistic work personally, publicly and under terms set out below (the “**Performance**”). The Artist undertakes to carry out the Performance. PFS undertakes to pay the Artist a fee for the duly carried out Performance.
2. Date and time: **3. 9. 2023, 20.00**

(concert will be broadcasted live by the Czech TV)

1. Place: Vladislavský sál, Prague Castle, Prague, Czech Republic

1. Repertoire: B. Britten: War Requiem

The Artist undertakes not to refuse without a serious objective reason his/her consent with any change in the repertoire.

1. Rehearsals:

**1.9. 2023** 9.30-12.30 PKF and KSO orchestral rehearsal

venue: Burešova 1661/2, Prague 8

 **2.9. 2023**  9.30-12.30 PKF, ČF and KSO orchestral rehearsal

13.45-16.00 PKF, ČF and KSO orchestral rehearsal
 venue: Rudolfinum, Alšovo nábřeží 12, Praha 1

**3.9. 2023**  **10.00-13.00 general rehearsal**
venue: Vladislavský sál, Hradčany, Prague 1
 **19.30 CONCERT**venue: Vladislavský sál, Hradčany, Prague 1

**Article II**

**Fee**

1. In consideration of the complete and proper carrying out of the Performance and of rights and licence granted in accordance with this Agreement the Artist shall be entitled to fee in the amount of 6550 EUR brutto (six thousand five hundred and fifty). The amount is stated as gross and includes licence in the amount of 10% of the total fee.
2. The fee shall be paid within two weeks after the performance.
3. Bank details:

Supplier Bank information:

  (company Name):

XXXXXXXXXX

(IBAN Code): XXXXXXXXX

(Name of the bank):

XXXXXXXX [UKRAINE](https://www.google.com/maps/search/1D%2BHRUSHEVSKOHO%2BSTR.%2C%2BKYIV%2C%2B01001%2C%2BUKRAINE?entry=gmail&source=g) (Bank SWIFT Code) : PBANUA2X

(Company address): [UA 01033, Kyiv, Saksaganskogo str., 38](https://www.google.com/maps/search/UA%2B01033%2C%2BKyiv%2C%2BSaksaganskogo%2Bstr.%2C%2B38?entry=gmail&source=g)

Correspondent banks

(Account in the correspondent bank):

400886700401

(SWIFT Code of the correspondent bank): COBADEFF

(Correspondent bank): Commerzbank AG, Frankfurt am Main, Germany

(the “Artist”)

1. Where the fee is stated to be gross, PFS shall be entitled to deduct from the fee payable to the Artist withholding tax at the rate required by any local law or regulation.
2. PFS is not liable for any tax payable by or on behalf of the Artist.
3. On top of the mentioned fee, PFS will cover **accommodation (including breakfast)** for 16 members of the Orchestra including management in Prague for the period of 31.8.- 4.9. 2023 in hotel Aida, Kubišova 1953/23, Pragueand **journey** by busfrom Gera (Germany) to Prague on 31.8.2023 (12.00 PM) and on 4.9.2023 from Prague to Gera (9.00 AM). It also includes all transfers from hotel Aida to rehearsals venues and back.
4. The agreed fee comprises any and all costs of the Artist expended in connection with the carrying out of the Performance under this Agreement (e.g. musical score, unless procured by PFS, food allowance expenses, expenses with visa arrangement etc.).

**Article III**

**Rights and Obligations**

1. PFS shall provide the Artist with 10 complimentary tickets for the concert set out above.
2. The Artist undertakes to comply with the time schedule of Performance set out above, and in particular, to be present at the place of Performance in sufficient advance and prepared to carry out the Performance at the agreed time or at another time agreed with PFS. Changes in time schedule may occur only with prior consent of PFS. In carrying out of the Performance, the Artist shall comply with the Choir’s internal rules and regulations.
3. The Artist represents that upon the execution hereof, he/she has no contractual or other obligations preventing or unduly hindering the carrying out of the Performance. The Artist undertakes that after the execution hereof the Artist shall neither conclude any contract nor assume any other obligation preventing or endangering the fulfilment of this Agreement. The Artist is engaged as an independent contractor and no relationship of employment shall arise between him/her and PFS. PFS shall not be liable to the Artist for any losses, personal injury or harm to any property of the Artist (including also any instruments) incurred during the carrying out of the Performance or in any connection with it. Any costs incurred by the Artist, e.g. health or other insurance or costs associated with treatment of any injury sustained during the carrying out of the Performance, shall be borne by the Artist.
4. It is agreed that any rehearsal(s) set out in Article I hereof may be attended by persons designated by PFS.
5. After the signing of this Agreement, the Artist shall without delay provide photographs, biography and any other necessary materials for the purpose of advertising. PFS shall be entitled to edit at its own discretion all promotional and other materials submitted by the Artist to conform to the space available in PFS’s concert programme brochures and to the usual standards of PFS’s materials. PFS shall be entitled to use the Artist’s name, likeness, photographs, biography and other provided materials in connection with advertising and promotion. The Artist agrees that PFS may take photographs and make other visual records, audio records or audio visual records of the Artist and use them in television and radio broadcast, on PFS’s websites and in other media for the purposes of news reporting, advertising and marketing of PFS and/or its contractual partners. In addition, the Artist agrees that an audio record or an audio visual record of the concert(s) and/or rehearsal(s) may be made and used for PFS’s archival and study purposes.
6. It is agreed that in addition to any other rights granted by this Agreement, PFS shall be entitled, on its own or through third persons, to:
7. for the purposes set out in this clause, make audio records, visual records or audio visual records of the Performance, and broadcast them by public radio/EBU;
8. communicate the Performance and any Recordings to the public by any means, including broadcasting (by television, radio or otherwise), transmitting and/or presenting the broadcast and presenting and/or transmitting a Recording [s. 18(2), ss. 20 to 23 of the Czech Copyright Act]; the broadcasting and/or communicating to the public may but need not be live;

The licence granted under this clause shall be exclusive, without limitation by territory, time, quantity or otherwise, and shall last for the whole period of duration of rights of the Artist. PFS shall be entitled to grant sublicences in respect of the whole extent of rights or only a part thereof and/or to transfer the license wholly or in part to a third person; by execution hereof the Artist grants his/her consent with any such actions. PFS is not obliged to make use of the licence or of any of its rights. PFS shall be entitled to use at its discretion only a part of the Performance or any Recordings. Remuneration for the grant of licence pursuant to this clause and for the granting of any other rights to PFS shall be deemed included in the fee agreed in Article II paragraph 1 of this Agreement.

**Article IV**

**Termination and Other Provisions**

1. Should PFS cancel the Performance later than one month before its scheduled date, PFS undertakes to reimburse the Artist for any expenses reasonably spent up to that moment; in such case the Artist shall not be entitled to any other payment.
2. Each of the Parties shall be entitled to terminate this Agreement for unforeseeable circumstances which arise without any fault on the part of the relevant Party and because of which it would not be fair to insist on fulfilment of this Agreement. Any reasons for such termination shall be notified to the other Party immediately after the relevant Party becomes aware of them. In case of illness of the Artist, the Artist shall be obliged to document his/her incapacity to perform by a medical certificate.
3. The Choir shall have the right to rescind this Agreement should it not be possible due to reasons beyond control of the Choir to realize the concert(s) under economically reasonable conditions, e.g. when due to any binding restrictions the concert venue capacity could not be fully utilised.
4. Should the Artist not duly and timely carry out the Performance, or should the Artist breach any of his/her obligations set out in this Agreement, PFS shall be entitled to request payment of a contractual penalty in the amount of the total fee agreed in Article II paragraph 1 hereof. The agreement on the contractual fine and/or its payment shall not prejudice the right of PFS for compensation of harm of any damage or loss incurred in connection with the breach of the Artist’s obligation in the full extent.

**Article V**

**Validity and Effectiveness**

This Agreement becomes valid and effective upon its conclusion.

This Agreement becomes valid upon its conclusion and effective upon its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., as amended. Publication of this Agreement in the Register of Contract pursuant to Act No. 340/2015 Coll., as amended, shall be procured by PFS. The Parties acknowledge that this Agreement does not contain any provisions which should not be published in the Register of Contracts pursuant to Act No. 340/2015 Coll., as amended. Any Party which provided any personal data in this Agreement consents that they may be contained in the text of the Agreement published in the Register of Contracts pursuant to Act No. 340/2015 Coll., as amended; if the Party provided any personal data concerning a third person, the Party declares and is responsible that it has such consent from the concerned third person if such consent of the third person is necessary under the applicable law.

**Article VI**

**Final Provisions**

* 1. This Agreement shall be governed by the laws of the Czech Republic to the exclusion of any of its conflict of laws rules, in particular by relevant provisions of the Act No. 89/2012 Coll., the Civil Code, as amended, and Act No. 121/2000 Sb., the Copyright Act, as amended. Any disputes arising out of this Agreement or in connection with it shall by heard and determined by ordinary courts of the Czech Republic; the locally competent court shall be that for the legal seat of PFS.
	2. Should any provision of this Agreement be found invalid, ineffective or unenforceable, the Parties undertake to replace such provision by a provision valid, effective and enforceable, whose purpose and meaning shall be identical, or as similar as possible, to the purpose and meaning of the invalid, ineffective or unenforceable provision.
	3. This Agreement is executed in two counterparts, of which each Party shall receive one.
	4. Any changes or supplements to this Agreement shall be carried out in writing by means of numbered amendments executed by both Parties.

Given in Prague on 21.8.2023

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 PFS Artist