

Contract for the joint organisation of conducting courses

entered into in accordance with the provisions of Section 1746(2) of Act No. 89/2012 Coll., the Civil Code, on the date, month and year set out below between the following parties (hereinafter referred to as the "Contract")

AIA - Austrian Imperial Arts e.U., seated in Wagramer Strasse 4/1802, A-1220 Vienna, Austria, Europe, company Reg. No.: FN 435226 p, Tax identification UID-No.: ATU71829159, represented by Mag. Michaela Wang, mobile no.: xxxxxxxxxxxxxxxx in the following mentioned as THE ORGANIZER.

a

Moravian Philharmonic Orchestra Olomouc

Based: Horní náměstí 424/23, 779 00 Olomouc

ID: 100617

Banking connection CZ: xxxxxxxxxxxxxxxx

account number CZ: xxxxxxxxxxxxxxxx

Account number: EUR: xxxxxxxxxxxxxxxx

IBAN: xxxxxxxxxxxxxxxx

BIC: xxxxxxxxxxxx

represented by the director **Mgr. art. et MgA. Jonáš Harman**

("File" or "MFO")

(hereinafter collectively referred to as "**Parties**", individually "**Party**")

as follows

Article I.

Purpose of the Contract

The purpose of the Agreement is to regulate the rights and obligations of the Parties in the cooperation on the joint organization of conducting courses and a concert to be held in Olomouc from 7 June to 14 June 2024.

The venues, programme and dates of the courses and concerts are specified in Article II. Contract.

Article II.

Course and concert specifications

1. Venue:

The rehearsals and concert will take place in the Reduta concert hall in Olomouc, Horní náměstí 23.

The programme of the courses and the concert includes the following compositions:

WAGNER Meistersinger

STRAVINSKY "Firebird and his dance" "Infernal Dance" 5,5

TCHAIKOVSKY Symphony no.5 1st movement Andante - Allegro con anima 15,0

DVORAK Symphony No.9 1st movement 13,0 own composition 6,0

J. STRAUSS "Die Fledermaus" 9,0

DEBUSSY LAMP-midi 11,0

WANG - Concerto for orchestra 10,0

STATEN, "Bog Poem" 10 minutes

The music performed at the concert will have a maximum duration of 100 minutes.

The rehearsal schedule for the first and second rehearsals will be announced in advance.

The scoring of the strings in concert is 10.8.6.5.4, in rehearsals 8.6.5.4.3.

2. **Schedule.** The courses and the concert will be organized according to the following timetable:

10.6.2024 9:15-13:15 - rehearsal with orchestra

11.6.2024 9:00-13:00 - rehearsal with orchestra

12.6.2024 9:00-13:00 - rehearsal with orchestra

13.6.2024

9.30-12.30 - working dress rehearsal

19.00- final concert

Access to the MFO building:

7.6. 19-21

8.6. 8:30-21

9.6. 9:30-21:00

10.6. 17-21

11.6. 17-21

12.6. 17-21

13.6. 17-22 (there will be a concert for the courses)

14.6. video analysis

Article III

Subject of the Contract - rights and obligations of the Parties

1. In connection with the co-organisation of conducting courses, the Agency undertakes to do the following:

- a) undertake to develop a plan for master conducting courses,
- b) to ensure the participation of the professor (not covered by this contract) in conducting courses,
- c) to ensure a sufficient number of trainees (participants) for conducting courses,
- d) to create a website and to develop the online advertising of the masterclasses,
- e) develop and create promotional material for course participants (participants, interested parties),
- f) provide sheet music that is not in the orchestra's archives,
- g) provide all necessary information to the MFO to place information about the final course concert held on June 13, 2024 on the MFO website,
- h) to ensure the promotion of the final concert,

2. The MFO undertakes by this Agreement to do the following in connection with the co-organisation of conducting courses:

- a) to provide the premises, instruments and sheet music from the MFO archive for the duration of the courses and the concert,
- b) provide the following assistance in the promotion of the courses or the final concert:
 - making and printing posters for the final concert of the courses in the usual breadth of similar MFO concerts,
 - publication of information about the concert on the homepage of the MFO website within the time and scope set by the MFO,
 - publication of the event and at least one post related to the courses or the concert on the MFO Facebook profile.
- c) create an artistic performance specified in Article I and II of this Agreement (participation in courses and concerts),
- d) to ensure the presence of the MFO musicians at the rehearsal and concert venue so that the orchestra members are always properly prepared and arrive well in advance, all in accordance with the MFO's working regulations,
- e) to ensure that the concert on 13.6.2024 is carried out in terms of social, technical, safety and hygiene, as well as in a suitable and appropriate form of promotion (placing information about the final concert on the MFO website and on the MFO Facebook page. Print the concert programmes.

Article IV. Revenue

The Agency will reimburse the MFO for participation in the conducting courses for a total amount of **EUR 10170** against an invoice issued after the event.

Each Party shall bear its own costs associated with the performance of its obligations under this Agreement.

Article V. Final provisions

1. The Agency and the MFO agree to provide the Conducting Courses and the Final Concert on the terms and conditions set forth in this Agreement. For the purpose of the proper conduct of the Courses and the Concert and their organisation, the Parties undertake to provide the necessary cooperation to each other.
2. MFO undertakes to perform the artistic performance (participation in courses and concerts) in the highest quality and in the entire agreed scope.
3. MFO hereby gives its consent to the video recording of individual course participants. The MFO grants permission for the participants' recordings to also include the MFO's artistic performance, with the understanding that this artistic performance may be used for the course participants' study purposes and to apply for conducting competitions and new job opportunities. Posting the video on the Internet (especially through open YouTube channels, etc.) is only allowed in private or non-public mode.
4. MFO will provide video upload and subsequent editing of the footage
5. Both parties undertake to keep the contents of the contract confidential, in particular the amount of the course fee and the contents of Article IV of the Contract.
6. If the conducting courses and the concert, which are the subject of this contract, cannot be carried out due to reasons of force majeure, i.e. natural catastrophe, accident, strike, epidemic, order or decree of the competent authorities, both local and national, issued after the signing of this contract, or other causes which could not have been foreseen or averted by reasonable efforts and which were not caused by either of the parties to the contract and which cannot fairly be required or required of either of them to continue performance of the contract, then each of them shall have the right to withdraw from the contract. In this case, neither party shall be entitled to reimbursement of any financial expenses incurred in connection with the performance of this contract.
7. All changes and amendments to this Agreement shall be valid only if agreed in writing and signed by both Parties.
8. The provisions of special legal regulations, in particular the Copyright Act (121/2000 Coll.), as amended, and the Civil Code (89/2012 Coll.), as amended, shall apply to the resolution of issues not specifically regulated by this Agreement.
9. This Agreement has been executed in two counterparts with the force of an original, one of which shall be given to the MFO and the other to the Agency.

In Olomouc 6.6.2024

In Olomouc 6.6.2024

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Mag. Michaela Wang

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Mgr. art. et MgA. Jonáš Harman