

**A G R E E M E N T
BETWEEN**

ASSOCIAZIONE EMILIA ROMAGNA FESTIVAL ETS, via Cavour 48, 40026 Imola (BO), Italy, Tax No. (IVA) 01516741202, SDI:M5UXCR1, represented by the General Secretary, Mrs Maria Alba Ferrari hereinafter called the **"ASSOCIATION"**

AND

CZECH CHAMBER PHILHARMONIC ORCHESTRA PARDUBICE located in Sukova třída 1260, 530 02 Pardubice, Czech Republic, ID 00088447 (not VAT payer), represented by its Director Mr. Pavel Svoboda (hereinafter referred to as the **PRODUCER**), representing **CEQUE PHILHARMONIC PARDUBICE**, *solo violin Marketa Cepicka and solo cello Marie Dorazilova*, referred to as the **"ARTIST"**

hereby it is agreed that:

CLAUSE 1: Subject of this Agreement

The **PRODUCER** undertakes responsibility to offer to the **ASSOCIATION** n. 2 (two) concerts, hereafter called **EVENTS**, with the following performers, programs and dates:

- **September 05th, 2024** at 21.00 in the frame of *ERF Summer 2024*
IMOLA (BO) Teatro Comunale dell'Osservanza- Via Venturini 18
- **September 06th, 2024** at 21.00 in the frame of *Festival delle Nazioni 2024*
CITTA' DI CASTELLO (PG) Chiesa di San Domenico - Via Giovanni Muzi Betti, 5D

Programme

CEQUE PHILHARMONIC PARDUBICE

VAHAN MARDIROSSIAN *direttore*

Luis de Freitas Branco: Duas Melodias, Op.5	10 min	
Antonin Dvorak: Mazurek (solo violin Marketa Cepicka)	7 min	
Leos Janacek: Suite for Strings	21 min	38 min

Hector Villa-Lobos: Bachianas Brasileiras No. 9	9 min	
Antonin Dvorak: Rondo (solo cello Marie Dorazilova)	8 min	
Antonin Dvorak: Czech Suite	23 min	40 min

Rehearsal planning:

05-09-2024

Imola (BO) Teatro Comunale dell'Osservanza- Via Venturini 18

17-19.30 rehearsals;

21.00 concert;

06-09-2024

Citta' di Castello (PG) Chiesa di San Domenico - Via Giovanni Muzi Betti, 5D

18.30-19.00 open rehearsals for the young audience;

21.00 concert;

The programmes can't be change without a written agreement between the **PRODUCER** and **ASSOCIATION**. The duration of the program have to be NOT less than 60/65 minutes, other than intermission. It is understood that the engagement and the relative costs relating to **VAHAN MARDIROSSIAN** *director* will be the subject of separate agreement with the **ASSOCIATION**.

CLAUSE 2: PRODUCER Obligations

The **PRODUCER** agrees:

- a) To provide Hotel and all meals for the **ARTIST** and for **VAHAN MARDIROSSIAN director**;
- b) To pay for international travels and local transfer for the **ARTIST** and for **VAHAN MARDIROSSIAN director**;
- c) To provide for all music score and instruments (including double basses and percussion)for the **ARTIST**;
- d) **to send by ERF Association's e-mail (laura.ferrari@erfestival.org), ARTIST's A1 form within August 20th, 2024 and to give the original on September 05th, 2024 and the document from the Ministry of Culture of the Czech Republic stating that concerts are held within the cultural bilateral cooperation between Italy and Czech Republic, within August 20th, 2024;**
- e) The **PRODUCER** undertakes not to have any other concerts by the **ARTIST** performed within 70 km from the **EVENT** venue in the month preceding and following the date indicated in the contract, unless previously agreed with the **ASSOCIATION**;
- f) In the event of a recrudescence of epidemic by COVID-19 or other epidemic form on the date of the event, the artist will be obliged to comply with the rules of the Italian Authorities, providing for any related costs.

CLAUSE 3: ASSOCIATION Obligations

The **ASSOCIATION**, or who for it, agrees:

- a) to provide performance venues with good working conditions, with necessary performance equipment:
 - 2 risers levels (only in CITTA' DI CASTELLO);
 - 36 chairs without armrests;
 - podium and music stand for director and a small podium for the cello;
 - music stands for orchestra;
- b) to provide local transfer for the **ARTIST**; all the related costs will be charged to the **PRODUCER** (see clause 2b);
- c) Publicity for the **EVENTS** and all related costs;
- d) Obtain the necessary permits for the performance of the **EVENTS**, providing to all related charges;
- e) Provide to the **PRODUCER** n. 6 tickets for each **EVENT** in Imola and 4 tickets in Città di Castello, according to seat availability.

CLAUSE 4: Retribution

The **ASSOCIATION** undertakes the obligation to pay to the **PRODUCER** for the **EVENTS** mentioned in Clause 1 the total amount of **€ 8.000,00 NET FEE** (according to TAX TREATY BETWEEN THE ITALIAN REPUBLIC AND THE CZECHOSLOVAK SOCIALIST REPUBLIC, FOR THE AVOIDANCE OF DOUBLE TAXATION IN THE FIELD OF TAXES ON INCOME AND THE PREVENTION OF TAX EVASION 5 MAY 1981, Article 17 - Artistes and athletes point 3) upon received international invoices of the **PRODUCER** by bank transfer **within 09-12-24** on the bank details indicated on the invoice;

The payment will be done only on condition that all the ARTIST will provide their A1 form and tha the PRODUCER will provide the bilateral cultural cooperation document between Italy and the Czech Republic (see clause 2d);

CLAUSE 5: Recording – Broadcast - Publicity

- a) The **PRODUCER** authorises the **ASSOCIATION**, and its partners, to record the concert and to broadcast a 5-minute extract for the purpose of non-profit dissemination and cultural promotion not for profit; to use, reproduce, replicate and freely disseminate communicate to the public without any temporal and/or territorial limitation, through multichannel, multimodal and multimedia systems, including digital terrestrial broadcasting/broadcasting, the web as well as through any other analogic or digital platform, the aforementioned recording of the concert, granting the rights without limits in the number of passages and without time limits on thematic channels. These registrations are included in the remuneration referred to in clause 4 of this agreement.

- b) The **ASSOCIATION**, or who for it, can photograph the performance and use photos for promotional purposes and archives.
- c) The **ASSOCIATION** may use the **ARTIST's** name and likeness in connection with the advertising and publicizing of the engagement described herein and the **PRODUCER** shall provide the **ASSOCIATION** with the press material for such purpose. The **PRODUCER** hereby authorizes the **ASSOCIATION** to use **ARTIST's** name on programs, posters, posters, newspapers and / or any other related material for the purpose of the necessary publicity of the event. The presence of sponsors related to the **ASSOCIATION** or whoever for it on banners, posters, room booklets, flyers, luminous writings or other advertising media is authorized from now on by the **PRODUCER**.
- d) The **PRODUCER** declares **ARTIST's** willingness, at the **ASSOCIATION's** request, to give interviews on television, radio and the media in general (magazines and newspapers, local and national). The above mentioned interviews are included in the fee mentioned in clause 4 of this agreement.

CLAUSE 6: Force Majeure and Breach

- a) Neither of the Parties shall be liable for non-performance of this agreement in case of the non-performance occurred due to force majeure (such as war, revolution, fire, inundation, epidemics, national mourning, rebellion, requisitioning, government regulations, strike);
- b) It is mutually agreed that impediments or cancellations of any kind resulting in the closure of theatres or territories or borders and any other changes due to the worsening epidemiological situation of COVID-19 or other epidemics, such as, but not limited to, border closures, travel blocks or other restrictions preventing the normal running of the concert, will be considered force majeure.
- c) In the aforementioned cases (clause 6 points a) and b), the contracting parties will try to come to an agreement about a possible solution in order to hold the concert in other date. If recovery is not possible, this agreement shall be null and void and neither party shall be entitled to claim damages in respect of the affected performance.
- d) In cases of force majeure, the party subject to force majeure events must promptly inform the other party of the cause of force majeure and adopt the most appropriate measures to limit its effects.
- e) If a change in venue is required for organisational reasons, then the **PRODUCER** declares its willingness to accept this
- f) Shall any non-performance or other breach of the obligations stipulated in this agreement occur due to the **PRODUCER's** fault, the **PRODUCER** will pay to the **ASSOCIATION** as penalty, a compensation equal to the sum as mentioned in clause 4;

CLAUSE 7: Illness

In case one of the **ARTIST** was unable to take part in the concert due to a disease or to a physical indisposition, he will be replaced by the **PRODUCER** with another skilled and experienced artist, so that the performance wouldn't suffer from the substitution. All the related costs will be on charge of the **PRODUCER**;

CLAUSE 8: Insurance and Liability

- a) The **ASSOCIATION** is not responsible for medical and pharmaceutical treatments of the **ARTIST** in Italy.
- b) The **ASSOCIATION** shall not cover the costs of any insurance for the **ARTIST**. Any other cost of the **ARTIST's** stay in Italy which is not set out in Clause 3 shall be covered by the **ARTIST**.
- c) The **ASSOCIATION** is absolutely non-responsible from any and all liability claims by third parties who suffer personal injury or property damage caused by the **ARTIST** also incidentally during the activity related to the subject of this agreement.
- d) The **ARTIST** will take care and will be responsible for the good conservation of his own equipment and effects during all the period of their staying in Italy. The **ARTIST** guarantees that all the above mentioned equipment will be insured against theft, violation, fire, flooding, etc. and against possible damages during the set up and the set off.

CLAUSE 9: Privacy clause

- a) The content of this agreement is confidential and both parties shall not disclose the content of it unless obliged by the legal act. The proved failure to fulfil this clause will be considered a breach of this agreement.
- b) The **PRODUCER** authorizes the **ASSOCIATION**, pursuant to art. 13 of Regulation 2016/679 (GDPR), the processing of personal data and communications to third parties of the data themselves to comply with the regulatory obligations associated with this contract. The **PRODUCER** also declares to be aware of the rights recognized by Regulation 2016/679 (GDPR).

CLAUSE 10: General

1. This agreement is to be governed by the Italian laws. Any dispute concerning the wording of the fulfilment of this agreement shall be settled by arbitration in Italy in accordance with the legal procedure.
2. This Contract shall come into force, when signed by the parties hereto.
3. This agreement, which is made in duplicate in 4 (four) pages, has been read, approved and signed in person, and each party concerned possesses one copy of the agreement.
4. This Contract may not be altered or amended in any way except in writing, which states the modification and which is signed by the parties hereto.
5. The parties to this Contract hereby declare that this Contract has been freely entered.

In witness hereof, Date_____

Date_____

Mr Pavel Svoboda
On behalf of
Czech Chamber Philh. Orch. Pardubice

Mrs. Maria Alba Ferrari
On behalf of
Ass. Emilia Romagna Festival ETS