**Co-Production Agreement - "The Excursions of Mr. Brouček"**

Entered into pursuant to Section 1746(2) of Act No. 89/2012 Coll., Civil Code, as amended

**National Theatre Brno, contributory organisation**

Represented by MgA Martin Glaser, Director

Dvořákova 589/11, 602 00 Brno, Czech Republic

ID No.: 00094820

VAT No.: CZ00094820

Entered in the Commercial Register maintained with the Regional Court in Brno, Section Pr, File 30

Bank details:

Account holder: Národní divadlo Brno, příspěvková organizace

Bank: UniCredit Bank

IBAN: CZ4927000000002110126631

SWIFT: BACXCZPPXXX

**and**

**Stiftung Oper in Berlin, represented by Staatsoper Unter den Linden**

Represented by Elisabeth Sobotka, Intendant, and

Ronny Unganz, Managing Director

Unter den Linden 7, 10117 Berlin, Germany

VAT No.: DE 813882722

Bank details:

Account holder: Stiftung Oper in Berlin

 Staatsoper

Bank: Deutsche Bank Berlin

IBAN: DE56 1007 0000 0437 3700 00

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**and**

**Fundación del Teatro Real**

Represented by Ignacio Garcia-Belenguer Laita, General Director

Plaza Isabell II, s/n, 28013 Madrid, Spain

VAT No.: ES G81352247

(hereinafter all Parties are referred to as the "Parties" or "Co-Producers")

**ARTICLE 1 - DEFINITIONS**

* 1. **Agreement**

This Agreement with all its Annexes as indicated in Article 15.10 stipulates the basic conditions of the Co-Production among the Parties. By entering into this Agreement, the Parties assume the obligations in the scope specified herein.

* 1. **Co-Producers/Parties**

**National Theatre Brno (Leading Co-Producer)**, contributory organisation, hereinafter referred to as **NdB,** who establishes the terms and conditions of the Co-Production in agreement with its Co-Producers.

**Staatsoper Unter den Linden, Berlin**,hereinafter referred to as **SOB**.

**Fundación del Teatro Real, Madrid**,hereinafter referred to as **TRM**.

* 1. **Production and its presentations**Production of Leoš Janáček's opera **"The Excursions of Mr. Brouček"** (opera in two parts):

**Part 1: The Excursions of Mr. Brouček to the Moon;**

**Part 2: The Excursions of Mr. Brouček to the 15th Century;**

which will be premiered within the **International Opera and Music Festival Janáček Brno 2024** as a Co-Production between the **National Theatre Brno**, **Staatsoper Unter den Linden, Berlin** and **Fundación del Teatro Real, Madrid** (hereinafter referred to as the "Production" or "Co-Production")**.**

The Production will be rehearsed and premiered by the Co-Producers as follows:

- National Theatre Brno: Rehearsal and performance period premiere series: September - December 2024, 4 performances (Premiere: 1 November 2024); Rehearsal and performance period revival series: September - November 2026, 3 performances;

- Staatsoper Under den Linden, Berlin: Rehearsal and performance period premiere series: February - April2025, 5 performances (Premiere: 16 March 2025); Rehearsal and performance period revival series: to be defined;

- Teatro Real, Madrid: Rehearsal and performance period: to be defined, not before season 2029/2030.

* 1. **Creative Team**

DIRECTOR ROBERT CARSEN

SET DESIGNER RADU BORUZESCU

COSTUME DESIGNER ANNEMARIE WOODS

LIGTHING DESIGNER PETER VAN PRAET

LIGHTING CO-DESIGNER ROBERT CARSEN

CHOREOGRAPHER REBECCA HOWELL

VIDEO DESIGNER DOMINIK ŽIŽKA

In case of change of a member of the Creative Team, the Co-Producers shall mutually agree on the new member of the Creative Team.

* 1. **Creative Team Assistants NdB**

ASSISTANT DIRECTOR GILLES RICO

ASSISTANT COSTUME DESIGNER ILONA KARAS

ASSISTANT SET DESIGNER MATĚJ KOS

ASSISTANT SET DESIGNER MATHIEU CRESCENCE

ASSISTANT CHOREOGRAPHER OLIVER METZLER

* 1. **Physical Elements**

Scenery (including a vehicle tank, 3 pcs beer tanks, 1 lunar vehicle, monitors, rail for the red curtain, linoleum floor, and, if possible, new big TV wall - gauze/ tulle substitute), props, costumes, projections as well as lighting-, acoustic-, video installations and further special items designed and produced for the purpose of the Production (hereinafter referred to as the "Physical Elements").

Consumables and stock items (such as shoes and wigs) are not part of the Physical Elements (see Articles 4.4 and 4.6).

Special shoes, wigs, hats, headdresses, glasses, jewellery and in particular hockey costumes’ items (such as masks, gloves, shin and arm guards, socks and hockey sticks) produced respectively acquired for the purposes of the Production are part of the Physical Elements (see Article 4.6).

A list of all Physical Elements included in the Co-Production shall be enclosed to this Agreement as Annex No. 1 following NdB’s premiere of the Production by December 31, 2024 at the latest.

**ARTICLE 2 - SUBJECT OF THE CO-PRODUCTION AGREEMENT**

2.1 The Parties have agreed to cooperate for the purpose of creating, staging and establishing co-ownership of the Production of the opera “The Excursions of Mr. Brouček”, as defined in Article 1.3 of the Agreement, on the terms and conditions set forth herein.

2.2 In this Agreement, Co-Production means:

- commission of a concept for the new Production of “The Excursions of Mr. Brouček” to be performed and used by the Co-Producers;

- construction of the Production created and use of the Physical Elements (Article 1.6) designed by the Creative Team (Article 1.4) and produced at NdB’s workshops as well as external manufacturing of the Physical Elements that could not be produced at NdB’s workshops.

2.3 NdB as the Leading Co-Producer will enter into agreements with the Creative Team members for the purpose of creation of the concept respectively designs for the Production considering the specifications of the premises of all Co-Producers.

As Leading Co-Producer, NdB is in charge of setting the time schedule for the creation, preparation and implementation of the Physical Elements and Production in agreement with the other Co-Producers.

Each Co-Producer will be solely responsible for contracting and for paying for the rights of the Creative Team members for the performances at its venue, including tours of that Co-Producer, and any media exploitation of the Co-Producer’s performances. In addition, and if applicable, each Co-Producer is in charge of engaging the Creative Team members for the rehearsal period as well as, in agreement with the Creative Team, in charge of the possible engagement of assistants for the rehearsals at the Co-Producer’s premises.

**ARTICLE 3 - PRODUCTION TIME SCHEDULE AND REHEARSALS**

3.1 The Production will be produced by NdB according to the following preliminary time schedule:

presentation and manufacturing of the Production:

- 8 March 2024: informative meeting at NdB;

- from June 2024: handing over of set and costume designs, including props, lighting design, video design and choreography requirements;

- preliminary August - October 2024: production of sets, costumes and props at NdB’s workshops and external manufacturing.

3.2 All Co-Producers shall ensure the rehearsal process for the Production at their respective venues in terms of space, organisation, technical support and equipment.

The Leading Co-Producer shall inform the other Co-Producers about the time schedule of rehearsals, including technical rehearsals, technical preparation of the Production, planned rehearsals and premiere series of performances at NdB.

**ARTICLE 4 - PRODUCTION OF THE PHYSICAL ELEMENTS FOR THE CO-PRODUCTION**

4.1 The sets, costumes and props, projections as well as lighting-, acoustic-, video installations and further special items designed and produced for the Production will be manufactured under the control and supervision of NdB in the workshops of the Leading Co-Producer as well as under the artistic supervision of the Creative Team members (director, set designer, costume designer, lighting designer and video designer) and their assistants in accordance with the designs submitted by the Creative Team members and as approved by all Co-Producers.

4.2 SOB and TRM shall notify the Leading Co-Producer in writing as follows:

- dimensions of the stage and of their theatres;

- technical specifications of their theatres that need to be taken into account when creating the Production;

- if applying, requirements of their repertoire system, in particular regarding the times required for set-up and dismantling of sets;

- all health and safety regulations must be taken into account;

- costume measurements for the soloists’ cast of SOB and TRM upon request of NdB by June 2024.

4.3 The Leading Co-Producer undertakes to ensure that the members of the Creative Team design the set of the Production in such a way that it fits to all Co-Producers' stages without any major modification - also taking into account the requirements of the other Co-Producer’s repertoire system, if applying. In the case of accession of additional Co-Producers in the Co-Production after the final presentation of the stage concept of the Production already approved by the existing Co-Producers, the further adjustments requested will not be included in the Co-Production budget and will be made at the expense of the subsequently joining Co-Producer requesting them.

4.4 It is agreed that the Physical Elements do not include the inventory of each Co-Producer's own theatre (in particular stock items - practicables, wigs and shoes, armour, lighting and sound equipment as well as stage equipment unless specifically produced for that Production) and any hired material. Furthermore, the Physical Elements will not include underwear, in particular special bras for the chorus and dancers in the Eterea disguise.

Any Physical Elements that are not made available to the other Co-Producers must be specified to the other Co-Producers by the Leading Co-Producer. A list of all Physical Elements not included in the Co-Production (incl. photos) shall be enclosed to this Agreement as Annex No. 2 following NdB’s premiere of the Production by December 31, 2024 at the latest, containing all required information on acquirement of these Physical Elements, in particular regarding manufacturers and materials used.

4.5 The Leading Co-Producer will provide all soloists’ (including covers), choirs’, extras’, and any further artistic personnel costumes (all casts) as made for the first performance series at NdB (as defined in Annex No. 1 hereto). The costumes shall be manufactured according to the specifications of the costume directors of all Co-Producers, and in particular with enough seam allowance, i.e. in a way that allows adaptations of the costumes so that the costumes fit the casts of the premiere series of all Co-Producers. Furthermore, the Leading Co-Producer will manufacture and provide the costumes for the soloists’ cast of SOB’s and TRM’s premiere series within the Co-Production budget, if the costume measurements for SOB’s respectively TRM’s soloists’ cast have been provided to the Leading Co-Producer by SOB respectively TRM in due time according to Article 4.2, fifth en dash and costume fittings have been carried out in cooperation between SOB respectively TRM and the Leading Co-Producer until NdB’s premiere of the Production. Otherwise, the Leading Co-Producer will buy the materials and the costumes for the soloists will be manufactured by SOB respectively TRM at its own expense; however, it is expressly agreed that the 4 soloists’ costumes of SOB’s premiere series that have not been fitted at the mutually agreed costume fittings will be manufactured by NdB for the first fitting by SOB with SOB being in charge of carrying out at its own expense only any alterations and finalizations of these soloists' costumes after SOB’s costume fittings in February 2025. It is furthermore agreed that when purchasing materials to make the costumes, the Leading Co-Producer will purchase and provide extra fabrics and materials to allow for modification and tailoring of the costumes for the other Co-Producers' next cast of soloists. Costume modifications and the production of new costumes for the performance series by another Co-Producer will be carried out by that Co-Producer at its own expense.

The concrete number of provided costumes for soloists (including covers), choir and extras as well as any further artistic personnel will be specified by the Leading Co-Producer to the other Co-Producers after the informative meeting in due time.

4.6 Special shoes, wigs, hats, headdresses, glasses, jewellery and in particular hockey costumes’ items (such as masks, gloves, shin and arm guards, socks and hockey sticks) as well as astronaut costumes’ items made respectively acquired for the purposes of the Production are part of the Physical Elements of the Co-Production (as listed in Annex No. 1 hereto).

Shoes and wigs that are not made for the purposes of the Production but are used in the Production shall be ensured by each Co-Producer for the performances at its own theatre at its own expense. The Leading Co-Producer will provide the other Co-Producers with all required specifications for shoes and wigs that are not part of the Physical Elements (as defined in Annex No. 2 hereto). However, should certain artists be set as part of the Production’s cast by more than one Co-Producer, the Co-Producer will provide the artist's wigs and shoes to the other Co-Producer(s) without any rental fee. Shipping and any other charges for delivery and return of the said items will be the responsibility of the receiving Co-Producer.

4.7 The Leading Co-Producer undertakes to provide the other Co-Producers with all required technical information in due time before manufacturing of the Physical Elements by the Leading Co-Producer; the final technical information will be included in the production book.

The Leading Co-Producer will provide the other Co-Producers with the necessary information and documentation for the realisation of the Production at their theatres; all production documents are to be supplied in English in electronic and/or printed format as requested by the other Co-Producers. This production documentation will be delivered in mid-December 2024 and shall include, but is not limited to:

a) production book and photos;

b) construction drawings of the sets, including ground plans, sections and elevations of the decorations (pdf and dwg format);

c) Assistant Director’s book

d) all set-up and installation notes as well as information on use of the sets (including safety evaluations, limits of use, maximum load, etc.);

e) stage managers prompt score (with cues);

f) stage management running lists;

g) list of props (incl. photos) and running list;

h) light cue list and recording of lighting programme;

i) light plot and focus notes;

j) lighting inventory;

k) costume bible (including information and fabric swatches of the materials used);

l) costume inventory (including photos);

n) wigs and make-up bible (including photos);

o) sound files and plot;

p) video/projections’ files and plot;

q) video recording of the dress rehearsal or the opening night.

Furthermore, the Leading Co-Producer will provide the other Co-Producers with information regarding the required technical staff for the set-up and dismantling of the sets (including required times for set-up and dismantling of sets), the number of staff (all technical departments and costume department [including number of required dressers and masks personnel]) required for the smooth running of the performance, the transport volume of the Physical Elements, in particular including packing lists, number and dimensions of needed trailers, as well as detailed inventory lists of all Physical Elements with reconstruction values.

4.8 With regard to the information on the music, the Leading Co-Producer undertakes to provide the other Co-Producers with a document indicating the version and edition of the music material used in the Production, including marked cuts, musical arrangements, if any, as well as all musical information necessary for the Production, such as the orchestral scoring, incidental music behind the stage, musicians on the stage, etc.

The provision of the music material is the responsibility of each Co-Producer for its own performances of the Production at its own expense.

4.9 No Co-Producer may make major or material changes to elements of the set without the prior written consent of the other Co-Producers and the approval of the relevant member of the Creative Team.

4.10 The Leading Co-Producer undertakes to provide the other Co-Producers with all video files necessary for the video projections required for the staging of the Production. The Leading Co-Producer cleared and compensated the rights for the use of the archive footage used in the provided video files with all relevant rights holders, i.e. Czech Television (ČT), Nasa, Sveriges Television (SVT) and Gallo images Czech, for 10 performances in total (including premiere series and revival series), tours and one non-commercial audio-visual recording of the Production for promotional and archival purposes for a period of 10 years for each Co-Producer. The Co-Producers are obligated to credit the rights holders according to Article 12.1.

For commercial and other uses of the audio-visual recording, the individual Co-Producer must apply for a license itself to all rights holders.

The Co-Producers undertake to use the archive materials only in the manner and to the extent specified in the Co-Production Agreement and not to make any modifications or edits that would change their content and meaning or reduce their value.

Each Co-Producer will provide for the equipment for the video recordings used during its own performances of the Production in its theatre at its own expense.

4.11 The lighting design is created by the lighting designer for each Co-Producer separately while such a design is to be based on the original artistic concept of the Leading Co-Producer but making maximum use of the existing lighting equipment of the Co-Producers’ theatres. The lights built into the set will be an integral part of the set. Other lighting elements and lighting equipment are not part of the Physical Elements. Each Co-Producer will be responsible for providing for its own lights and lighting equipment for its own performances of the Production at its own expense.

4.12 The Leading Co-Producer must notify the other Co-Producers as soon as possible of any special effects and special requirements necessary for the Production (including but not limited to lasers, flying performers, flames, water effects and/or the use of animals) providing the other Co-Producers with all requested information on these required special effects and special requirements.

4.13 It is agreed that each Co-Producer is responsible for ensuring all consumables (including make-up) at their own expense with the Leading Co-Producer providing the other Co-Producers with all requested information on these required consumables.

4.14 The Leading Co-Producer further covenants and warrants to the other Co-Producers that:

1. the set shall be designed and constructed in such a manner as to fit for the purpose for which it is intended and shall be safe for use in the Production of the opera as its part in its entire scope at all Co-Producers’ venues;
2. the Leading Co-Producer will provide assembly instructions detailing the procedures and equipment necessary to safely set up the stage for the Production at each Co-Producer's venue;

c) the Leading Co-Producer is responsible for the fact that the scenery was made according to safety standards and in accordance with the acting and use on stage. The weight will be marked on the individual decorations;

d) each segment of the stage set over 50 kg shall be signalled specifically and labelled according to weight. All elements of the set shall be numbered and have its weight in kilograms clearly identifiable on the body of the respective set element.

4.15 If any not restored permanent changes approved by all Co-Producers and, if applying, by the relevant member of the Creative Team are made to the Physical Elements - set, costumes, props, lighting, video, etc. - it is the responsibility of the Co-Producer who makes the change to update archival photographs and technical documentation for future revivals of the Production.

4.16 Staff of SOB and TRM can be posted to Production concept meetings and rehearsals, as agreed, at the Leading Co-Producer’s location at SOB’s respectively TRM’s own expense.

4.17 The Leading Co-Producer will address the administrative matters relating to the Co-Production and prepare a Co-Production budget evidencing the financial support for the Production.

**ARTICLE 5 - CO-PRODUCTION BUDGET/PRODUCTION COSTS**

5.1 The Co-Production budget referred to in this Article shall include all preliminary estimated and determined costs intended and sufficient for the creation and manufacturing of the Production (the financial Co-Production contributions of each Party are set in Article 6.1 a).

5.2 The calculated total Co-Production budget is set at **EUR 487.244,- net**.A detailed breakdown of costs constituting the calculated total Co-Production budget is enclosed to this Agreement as Annex No. 3which forms an integral part of this Agreement.

Following NdB’s premiere of the Production and before 31st December 2024, the Leading Co-Producer will prepare a final detailed financial statement for the Co-Production to be provided to the other Co-Producers, justifying the allocation of all expenses in the Co-Production, with its real costs. The Leading Co-Producer will keep the supporting documents of these expenses at the disposal of the Co-Producers for five years. Should the final aggregate total of all costs be lower than the Co-Production budget as stated in this Article, the Co-Ownership shares will be adjusted according to the real final contribution of each Co-Producer.

5.3 The calculated total Co-Production budget **includes:**

the costs of the Creative Team members related to accommodation and travel to Production concept and technical meetings respectively presentations at the Leading Co-Producer’s location prior to start of rehearsals on September 16, 2024 (with the exemption of any costs for the members of the Creative Team according to Article 5.4 b)), as well as material and labour costs for the manufacturing of the Physical Elements at NdB’s workshops and the costs of external manufacturing of the Physical Elements that could not be produced at NdB’s workshops until the dress rehearsal on October 29, 2024.

5.4 The calculated total Co-Production budget **does not include**:

a) any costs associated with the rehearsals and performances of the Production at the venue of each Party, including costs for transportation, insurance and storage, as well as the licensing of the Production's performances at the Co-Producers’ theatres. These costs shall be solely borne by each Co-Producer.

b) if applicable, the director, lighting designer, set designer, video designer, costume designer, choreographer will be present at the Co-Producers’ venues in accordance with the rehearsal and performance time schedule according to the planning of each Co-Producer and as agreed between each Co-Producer and the respective member of the Creative Team. These costs, including, but not limited to fees, per diems, costs for travel and accommodation, if applicable, shall be solely borne by each Co-Producer.

c) the engagements of assistants for the rehearsal and performance period at the Co-Producers’ venues is a matter of each Co-Producer. Likewise, these costs, including, but not limited to fees, per diems, costs for travel and accommodation, if applicable, shall be solely borne by each Co-Producer.

**ARTICLE 6 - CO-PRODUCTION CONTRIBUTIONS AND CO-OWNERSHIP SHARE**

6.1 The calculated total Co-Production costs will be shared by all Co-Producers. The calculated total Co-Production budget is specified in Annex No. 3 which forms an integral part hereto.

a) The contributions to finance the calculated total Co-Production budget shall be provided by the Parties as follows:

NdB EUR 187.244,- net;

SOB EUR 150.000,- net;

TRM EUR 150.000,- net.

b) Based on the calculated total Co-Production budget and individual contributions of each Co-Producer as specified in Article 6.1 a), the respective Co-Ownership shares of each Co-Producer amount as follows:

NdB 38,43 %

TRM 30, 785 %

SOB 30,785 %.

The Co-Producers agree that their respective share entails each Co-Producer’s Co-Ownership share of the Production’s Physical Elements.

c) The Co-Production contributions of both SOB and TRM each with represent a maximum amount, i.e. all costs not tremendously exceeding the calculated total Co-Production budget of EUR 487.244,- net must be borne solely by NdB as the Leading Co-Producer with the Co-Ownership shares of both SOB and TRM being reduced accordingly. If the calculated total Co-Production budget of EUR 487.244,- net can be reduced, the Co-Production contributions of all Co-Producers must be reduced proportionately according to their respective Co-Ownership shares.

Any tremendous increase in the figure of EUR 487.244,- net shall require mutual agreement between all Co-Producers and any additional financial contribution to the total Co-Production costs by each Party shall be defined in a separate Addendum to this Agreement stipulating each Party’s share in the new costs.

6.2 The Co-Production contributions of each Party referred to in Article 6.1 a) above are purpose-bound to the payment of the total Co-Production costs only referred to in Article 5.3.

6.3 The Co-Production contributions referred to in Article 6.1 a) above shall be paid by SOB and TRM in three instalments in accordance with the following payment schedule by bank transfer to NdB’s account as specified on the front page of this Agreement and documented with a bank certificate of ownership of the account to which the transfer shall be made.

The instalments are due and payable as follows:

a) **upon fully signing of this Co-Production Agreement by all Parties and the publication of the Agreement in the Register of Contracts**, SOB and TRM each with shall pay the following amount:

**SOB EUR 70.000,- net;**

**TRM EUR 70.000,- net.**

b) **after the opening night of the Leading Co-Producer’s premiere series of the Production taking place in Brno** **on 1 November** **2024**, SOB and TRM each with shall pay the following amount:

**SOB EUR 40.000,- net;**

**TRM EUR 40.000,- net.**

c) **after complete delivery and check-up of all Physical Elements for the Production’s premiere series by SOB in Berlin respectively by TRM in Madrid**, SOB and TRM each with shall pay the following amount:

**SOB EUR 40.000,- net;**

**TRM EUR 40.000,- net.**

6.4 All payments are made based on the respective invoice in English provided and issued by the Leading Co-Producer in electronic form. The payments are due 21 days after receipt of the respective invoice by SOB´s respectively TRM´s e-mail addresses as specified in Article 14 hereof.

The Parties accept SHA (shared) bank charges for all payments made hereunder. The paying party will send to the receiving party a copy of the wire transfer confirmation stating the full payment of the corresponding amount.

6.5 All Co-Production contribution amounts of theCo-Producers are understood as net amounts, i.e. without deduction of any possibly accruing withholding tax and VAT in the country of tax residence of each Co-Producer.

Any possibly accruing taxes and VAT relating to these Co-Production contributions shall be paid by each of the said Co-Producers in their country of tax residence in addition, if applicable.

6.6. In case further Co-Producers are interested in joining the Co-Production, NdB, SOB and TRM will mutually agree on any new Co-Producers joining the Co-Production as well as on each new Co-Producer’s financial contribution to the final total Co-Production costs and the corresponding percentage of Co-Ownership. The agreed financial contributions and corresponding pro-rata Co-Ownership shares of all Co-Producers to this Co-Production are subject to a separate Addendum to this Agreement, in particular fixing the settlement of contributions of NdB, SOB and TRM as well as stipulating the rights and obligations of the new Co-Producers joining the Co-Production subsequently.

**ARTICLE 7 - PHYSICAL ELEMENTS**

7.1 NdB undertakes to arrange for the design and manufacturing of the Physical Elements in close cooperation and agreement with SOB and TRM in accordance with the relevant provisions hereof, in particular the Physical Elements may only be manufactured after approval of both SOB and TRM.

7.2 NdB will make arrangements with the set designer to ensure that the set is compatible to the stages of both SOB and TRM and that the specifics of the stages of both SOB and TRM are taken into account in cooperation and after consultation with the technical departments of SOB and TRM. If possible, the Co-Producers will be present for the presentation of the model and drawings at the Production concept meetings at the Leading Co-Producer’s location or as otherwise agreed. The materials of which the set will be made as well as other safety requirements pertaining to the set will be coordinated with SOB and TRM prior to the start of the manufacturing of the Production’s Physical Elements.

SOB and TRM will receive the set, costume, lighting and video designs of the Production as well as required construction drawings for the sets for approval in a timely manner after the Production concept meeting at NdB in due time prior to manufacturing.

7.3 None of the Co-Producers shall be entitled to use the Physical Elements in any other manner than for the purpose of use specified herein. The Physical Elements must be used for the purpose of the Production by all Co-Producers with only such minor modifications as necessary due to different stage conditions. NdB must ensure that SOB and TRM have received the correct information regarding the use of the Physical Elements by SOB and TRM and provide this information free of charge to SOB and TRM.

7.4 NdB undertakes to provide the complete set, including props, and all costume items as well as lighting-, acoustic-, video installations and further special items designed and produced for the purpose of the Production in a functional, playable and undamaged condition with each receiving Co-Producer undertaking to return the Physical Elements in the same condition as received. A complete inventory list of the items of the Production shall be an integral part of delivery of the Physical Elements.

7.5 Each Co-Producer shall, at its own expense, make the necessary costume adjustments for the performances of the Production at its own theatre provided that no costume may be cut, dyed or painted. Each Co-Producer will be responsible for making any additional costumes that may be required for the performance series at its own theatre - with the exemption of the costumes for the soloists’ cast of SOB’s and TRM’s premiere series that are manufactured and provided by the Leading Co-Producer within the Co-Production budget according to Article 4.5.

7.6 Each Co-Producer will be allowed to add its own label to any costume of the Co-Production’s costumes at its own expense. These identification labels will be added to any other previous labels and the Co-Producers agree not to remove any of these labels.

7.7 The Co-production costumes must always be stored in a protective packaging and the handling of the costumes shall comply with the other provisions of this clause. No major modifications (other than sizing) may be made to all costumes without the prior written consent of the costume designer of the Creative Team and the other Co-Producers. Minor modifications made for the purpose of necessary fitting may only be made provided that the seam allowances are not cut away and accomplished in such a way that these size adjustments can be undone and the costumes can be restored to their original condition.

All modifications to costumes must be made in the correct manner.

In case any adaptations and/or modifications carried out by the presenting Co-Producer need to be undone respectively restored by the next receiving Co-Producer in the absence of any restoration work done by the presenting obligated Co-Producer, the next receiving Co-Producer will invoice any accruing restoration costs to the obligated Co-Producer.

7.8 The Co-Producers agree that - according to the designs of the Creative Team members - each Co-Producer shall have the right to make, at its own expense, such additional costumes, accessories, props ("Additional Physical Elements of the Co-Production") and minor set adaptations as necessary for the Co-Producer's own performance series of the Production. The Co-Producers agree that any additional costumes and accessories as well as props manufactured for the Production can be made available to the other Co-Producers - upon mutual agreement between the Co-Producers concerned – and, if agreed, possibly also remain with the basic Physical Elements for the duration of the Co-Production. It is agreed, however, that sole ownership of any Additional Physical Elements of the Co-Production shall remain, at all times, with the Co-Producer responsible for their manufacturing who shall be able to reclaim such Additional Physical Elements of the Co-Production upon termination of the Co-Production at its own costs regarding loading proceedings and transport, including insurance, if applicable.

If a Co-Producer uses these Additional Physical Elements of the Co-Production manufactured by another Co-Producer for his own performance series of the Production, this using Co-Producer undertakes to restore these elements to their original state before providing these elements to the next Co-Producer unless otherwise agreed with the Co-Producer that manufactured these elements.

7.9 Each Co-Producer is responsible for professionally cleaning and drying the costumes at appropriate times during its own performance series of the Production and is obliged to professionally clean and dry all costumes before they are provided to the next Co-Producer unless otherwise agreed with the next receiving Co-Producer. In the event that the respective costume departments of the respective Co-Producers agree in advance that it is not possible to professionally clean and appropriately dry the costumes before they are picked up by the next Co-Producer, the sending Co-Producer undertakes to reimburse the receiving Co-Producer for the costs of professionally cleaning and drying upon receipt of the respective invoice from the Co-Producer receiving; this also applies if the costumes have not been (properly) professionally cleaned and/or dried by the sending Co-Producer actually being obligated to professionally clean and dry the costumes before pick-up.

The costumes need to be professionally cleaned respectively washed and dried according to the instructions in the costume manual.

7.10 After the opening night of the Production in Brno by the Leading Co-Producer, NdB will prepare the "Production Book" in English detailing the Production and provide both SOB and TRM each with with a copy of it (see Article 4.7).

7.11 NdB shall provide SOB and TRM each with with a detailed inventory list of all Physical Elements of the Co-Production.

7.12 The Physical Elements of the Production will be made available by the Leading Co-Producer for pick up for the first premiere series of another Co-Producer from January 2025 (second week of January 2025).

**ARTICLE 8 - TRANSPORT AND STORAGE OF THE PHYSICAL ELEMENTS**

8.1 The specific transport dates of the Physical Elements will be mutually agreed between the Co-Producers.

8.2 If applicable, transportation from and to NdB's storage facilities (for storage purposes of the Leading Co-Producer only) to and from another Co-Producer’s venue respectively storage facilities for respectively after presentation of the Production at the other Co-Producer's premises as well as applicable transport insurance and other mandatory charges shall be organised, commissioned and paid by the Co-Producer presenting the Production (including, without limitation, all costs incurred in connection with documents and any accruing taxes). If mutually agreed between the respective Co-Producers that the Physical Elements are not returned to the Leading Co-Producer’s storage facilities - for storage purposes of the Leading Co-Producer only - after presentation of the Production but are stored by the presenting Co-Producer and transported from this Co-Producer’s storage facilities directly to the next presenting Co-Producer, the next presenting Co-Producer is in charge of organising, commissioning and paying the transport as well as applicable transport insurance and other mandatory charges; for the avoidance of doubt, this also applies if the Production is to be returned to NdB's storage facilities for a revival series of the Leading Co-Producer with the Leading Co-Producer being in charge of organising, commissioning and paying this transport as well as applicable transport insurance and other mandatory charges. The same shall apply to subsequent revivals of the Production.

Each Party will provide staff to load/unload the Physical Elements onto/from trucks at its premises at its own expense.

In case of any missing Physical Elements included in the Co-Production but not made available for collection at the mutually agreed collection date by the storing Co-Producer, the storing Co-Producer shall be responsible and pay for the transport of these missing Physical Elements to the receiving Co-Producer with the storing Co-Producer solely bearing all associated costs herewith (including costs for loading and unloading as well as transport insurance). The costs for unloading of the missing Physical Elements at the receiving Co-Producer’s storage facilities respectively venue will be invoiced to the prior storing Co-Producer.

8.3 The technical departments of the respective Co-Producers shall coordinate and mutually agree on the exact loading dates of the Physical Elements at the storing Co-Producers premises. The storing Co-Producer shall ensure that all Physical Elements to be provided within the Co-Production are thoroughly dry packed and available for collection by the receiving Co-Producer in good time and in accordance with the collection dates mutually agreed between the respective technical departments of the Co-Producers concerned. The costumes will be packed for transportation in consultation with and subject to prior mutual agreement between the costume directors of all Co-Producers.

8.4 The condition of the Physical Elements must be recorded respectively documented by photos by the storing Co-Producer upon pick-up by the haulier for the transport of the Physical Elements to the receiving Co-Producer. Each receiving Co-Producer shall be responsible for inspection of any elements of the Physical Elements for any damage, defect, breakage and loss after the Physical Elements have been delivered to the Co-Producer's theatre or warehouse; in the event of any obvious loss, defect, breakage and damage, both the transport company and the other Co-Producers shall be notified in writing immediately, i.e. within 72 hours following the delivery. Any damage, defect, breakage and loss invisible at first sight must be reported in writing to the other Co-Producers within 15 days after detection (i.e. after the first technical set-up, but no later than the date of the premiere respectively revival). After this time limit, the receiving Co-Producer shall no longer have the right to make a claim and seek compensation for such damage, defect, breakage or loss from the prior storing Co-Producer.

8.5 After the last performance of the premiere series in Brno, the Production will be stored at NdB’s storage facilities until SOB requires it for the purpose of presentation of the Production. After the premiere series of SOB, the respective Co-Producers will mutually agree if the Production shall be returned to NdB’s storage facilities for the purpose of storage or if the Production shall be stored at SOB’s storage facilities until the next Co-Producer requires it for the purpose of presentation of the Production; the same shall apply to the first presentation of the Production by TRM as well as revivals of the Production by the Co-Producers. It is agreed that the Production is stored by the Co-Producers for a period of six (6) years in total from the first presentation date at NdB respectively until the end of the first series of performances by all Co-Producers. After six (6) years respectively after the end of the first series of performances by all Co-Producers, the Co-Producers shall consider the future viability of the Co-Production in accordance with Article 11.1.

8.6 Each Co-Producer agrees and warrants that the Physical Elements of the Production shall be stored at its own expense in its own storage facilities in good conditions as received from the prior Co-Producer during the time the Physical Elements are in its possession, custody and/or control.

**ARTICLE 9 - INSURANCE**

9.1 Each Co-Producer shall be responsible for taking out, at its own expense, adequate insurance policies to cover the risks of theft, loss, damage, total and partial destruction and all transportation of the Physical Elements of the Production for a minimum amount of EUR 482.000,- for the time the Physical Elements are in the possession, custody, storage and control of such Co-Producer, i.e. commencing upon start of transportation after loading at the premises of the previous Co-Producer and ending after loading at its own premises before start of transportation to the next Co-Producer.

9.2 If a damage and/or loss occurs and the insurance of the liable Co-Producer does not cover the damage and/or loss in total, the Co-Producer shall be liable for reimbursement of the entire difference up to the full replacement value of the respective element. In the event of total destruction of the Production, the proceeds of the insurance claim shall be divided among the Co-Producers according to their respective Co-Ownership shares of the Production. In the event of a serious damage and/or a partial destruction, the proceeds of the insurance claim shall be used to restore the respective Production elements to their original condition, unless the Co-Producers mutually agree not to do so; in such a case the proceeds shall be divided in the above specified proportion and the Co-Producers shall mutually agree on the handling of the remainder of the Production.

**ARTICLE 10 - PRESENTATION, CREATIVE TEAM, STAFF, REVIVAL AND REVENUES**

10.1 The costs of the Production’s preparation at the Co-Producers' venues are not included in the calculated total Co-Production budget and are paid separately by each Co-Producer for its presentation of the Production at its respective theatre.

10.2 All acts of preparation, packing, unpacking, unloading, re-loading, loading, adjustments, set up and set down of the Production by each Co-Producer at its own venue respectively storage facilities shall be under the control and responsibility of that Co-Producer at its own cost.

10.3 Each Co-Producer shall pay all costs associated with the repair and replacement of Physical Elements in the event of damage and/or loss while in possession, custody and control of that Co-Producer, in particular during the transportation of the Physical Elements to its own premises as well as the use and storage of the Physical Elements at its own premises.

In case any damages and/or losses incurred to the Physical Elements while in possession, custody and control of a Co-Producer need to be repaired respectively replaced by the next receiving in the absence of any repairing work and/or replacement by the obligated Co-Producer, the next receiving Co-Producer will invoice any accruing repairing, replacement and restoration costs to the obligated Co-Producer.

Each Co-Producer shall also pay the costs associated with the replenishment of consumables used in its own performances of the Production.

10.4 Each Co-Producer shall engage the Creative Team of the Production and enter into agreements with its members to stage and perform the Production at the Co-Producer's venue. The Parties agree that the agreement with each Creative Team member shall include provisions granting to the respective Co-Producer the right to perform the Production live at its own venue and on tours of that Co-Producer as well as the rights for any (non-)commercial media exploitation of the Co-Producer’s performances of the Production.

10.5 Upon request and if available, NdB provide fully qualified staff of its technical department respectively costume department to assist another Co-Producer regarding the technical set up of the set, if required including scenery checking, and/or costume fittings at this Co-Producer’s venue on dates agreed between NdB and the other Co-Producer.

The requesting Co-Producer shall pay the costs, including fee and per diem, of any posted NdB staff amounting to EUR 250,- net (plus VAT, if applicable) in total per employee per working day, including travel days. These costs shall be billed by NdB to the requesting Co-Producer after services of the posted staff have been rendered accordingly. In addition, the requesting Co-Producer will also pay for return travel costs at standard economy rates together with reasonable hotel accommodation for the posted NdB staff. Travel and hotel accommodation are booked by the requesting Co-Producer in consultation with NdB.

10.6 Each Co-Producer shall have the right to revive the Production, including tours, without any numerical restrictions during the duration of the Co-Production; provided the planned revival periods are confirmed in writing by the Leading Co-Producer. The reviving Co-Producer undertakes to inform the other Co-Producers eighteen (18) months prior to the planned performance series. In case the planned revival schedules of different Co-Producers clash, the Co-Producers concerned seek to find an amicable solution and to mutually agree on the planned revival periods; in any case the planned revival schedule at one Co-Producer’s venue has to be given priority if colliding with the planned tour of another Co-Producer with that Production. It is agreed that indicated revival periods must be confirmed by the Leading Co-Producer in good faith and cannot be withheld without any substantial reason; in case of a third party being interested in renting or buying the Production, the planned revival periods of the Co-Producers have to be given priority. The reviving Co-Producer shall pay for all costs connected to such revival (with the exemption of costs in case of any missing Physical Elements according to Article 8.2) including any loading, unloading, reloading and transport (if any) as well as insurance, documentation, storage and all Production repairs, restorations and replacements that may arise beyond normal wear and tear during the reasonable use of the Production in order to maintain the Production in a good and playable condition.

10.7 Each Co-Producer is entitled to solely retain all revenues from ticket sales for its own performances at its own theatre; this also applies to all income generated from its own presentations of the Production on tours of that Co-Producer.

**Article 11 - DESTRUCTION, LEASE AND SALE**

11.1 By 1 November 2030 respectively after the end of the first series of performances by all Co-Producers, the Co-Producers shall consider the future viability of the Co-Production. The Co-Production shall continue until the Co-Producers unanimously decide to destroy or sell the Physical Elements of the Production respectively that the Physical Elements become the sole ownership of the only remaining Co-Producer (understood as termination of this Agreement).

11.2 After 1 November 2030 respectively after the end of the first series of performances by all Co-Producers the storing Co-Producer may, upon prior unanimous written agreement between all Co-Producers, arrange for the Physical Elements to be destroyed (with the exemption of any Additional Physical Elements of the Co-Production solely owned by another Co-Producer according to Article 7.8). The Co-Producer who wants to destroy the Production will notify the other Co-Producers accordingly and shall receive approval from the other Co-Producers within 60 days after notification (not counting mid-June until the end of August). Costs associated with the destruction and disposal will be divided between the Co-Producers according to the percentages of their respective Co-Ownership shares as specified in Article 6.1 b) respectively in accordance with Article 6.1 c).

11.3 If one or more Co-Producer(s) disapprove(s) to the destruction of the Production, such Co-Producer(s) shall be responsible for any future storage and insurance at its/their own expense and, in addition, it/they shall pay all shipping and handling costs, including loading proceedings, (if any) and undertake(s) to take possession of the Physical Elements of the Production within a period mutually agreed in writing between the Co-Producers. The Co-Producer(s) who wish(es) to destroy the Physical Elements of the Production shall transfer its/their respective Co-Ownership share(s) in the Physical Elements and its/their rights to the Production to the non-consenting Co-Producer(s). In case of more than one remaining Co-Producer their existing Co-Ownership shares shall each with be increased by 50% of the Co-Ownership share of the resigning Co-Producer. In the event of only one disapproving Co-Producer this Co-Producer shall acquire full and sole ownership of the Production with all rights and obligations regarding the Production from that time (with the exemption of any Additional Physical Elements of the Co-Production solely owned by another Co-Producer according to Article 7.8).

11.4 After the premiere series of all Co-Producers, the Co-Producers are entitled to identify a third party interested in renting the Production provided that this does not clash with the revival plans of the Co-Producers. The lease of the Physical Elements of the Production may only be realized by prior mutual written agreement among the Co-Producers. The Co-Producers agree that in the event of a potential lease to a third party, the Leading Co-Producer shall be responsible for negotiating and administrating such lease and shall:

a) obtain the other Co-Producers' written consent to the lease, including the financial terms of the lease (i.e. the rental fee and deposit), and to the availability of the Physical Elements at the time of the inquired lease period;

b) discuss the prior approved financial terms of the lease with the third party;

c) provide a draft of the rental agreement before conclusion to the other Co-Producers; and

d) enter into a lease agreement with the interested lessee on behalf of the other Co-Producers in the form and substance satisfactory to all Co-Producers, in particular stipulating the obligation of the lessee to clear and compensate the rights from all members of the Creative Team to perform the Production at the lessee’s venue, and provide the other Co-Producers with a copy of the finalized and signed agreement.

11.5 The Co-Producers agree that five percent (5%) of the rental fee derived from the lease of the Physical Elements of the Production shall be received by the Leading Co-Producer to cover the costs of preparing and negotiating the lease agreement. The Co-Producer storing the Production prior to the lease shall receive five percent (5%) of the rental fee to cover its administrative and any other relevant costs for preparation of the Physical Elements for the lease. The remaining net amount (90% of the rental fee) shall be distributed between all Co-Producers according to the percentages of their respective Co-Ownership shares as specified in Article 6.1 b) respectively in accordance with Article 6.1 c).

11.6 No modifications and/or changes to any Physical Elements of the Production will be permitted to the lessee without the prior written consent of all Co-Producers. Minor adjustments and/or modifications will be accepted if the lessee complies with the obligation to restore all materials to their original condition at its own expense before return. In addition, all costumes are to be professionally cleaned and dried at the lessee’s expense before return. The lease agreement shall specify that the lessee will be responsible for maintaining the Physical Elements of the Production in good and playable condition and will be responsible for obtaining all necessary rights required to stage the Production (including, but not limited to, royalties and, if applicable, services of the members of the Creative Team and any third-party rights). In case any adaptations, adjustments and/or modifications carried out by the lessee need to be undone respectively restored by the next receiving Co-Producer in the absence of any restoration work done by the lessee, the next receiving Co-Producer will invoice any accruing restoration costs to the lessee; the same applies if any repairing work, replacement and/or professionally cleaning and/or drying needs to be done by the next receiving Co-Producer. Packing, unpacking, loading, re-loading, unloading, set up, set down, insurance, storage and all transportation costs, including customs clearance and duties, in connection with any lease shall be solely borne by the lessee.

11.7 After 1 November 2030 respectively after the end of the first series of performances by all Co-Producers, the Co-Producers may, by prior mutual written agreement, unanimously agree to sell the Production to a third party.

11.8 In the event that the sale of the Production is unanimously agreed between all Co-Producers, the Leading Co-Producer shall be responsible for negotiating and administrating the potential sale to a third party and shall:

a) obtain the other Co-Producers' written consent to the sale, including the financial terms of the lease (i.e. the purchase price), and to the availability of the Physical Elements at the time of the inquired sale;

b) discuss the prior approved financial terms of the sale with the third party;

c) provide a draft of the sale agreement before conclusion to the other Co-Producers; and

d) negotiate the sale agreement with the interested buyer on behalf of the other Co-Producers in the form and substance satisfactory to all Co-Producers, in particular stipulating the obligation of the buyer to clear and compensate the rights from all members of the Creative Team to perform the Production at the buyer’s venue, with all Co-Producers signing the mutually agreed final sale agreement and each with receiving one original hard copy of the concluded agreement.

11.9 The Co-Producers agree that five percent (5%) of the purchase price from the sale of the Production shall be received by the Leading Co-Producer to cover the costs of preparation and negotiation of the sale agreement. The Co-Producer storing the Production prior to the sale shall receive five percent (5%) of the purchase price to cover its administrative and any other relevant costs for preparation of the Physical Elements for the sale. The remaining net amount (90% of the purchase price) shall be divided among all Co-Producers according to the percentages of their respective Co-Ownership shares as specified in Article 6.1 b) respectively in accordance with Article 6.1 c).

11.10 Upon full payment of the purchase price the buyer shall acquire full and sole ownership of the Production with all rights and obligations from that time (with the exemption of any Additional Physical Elements of the Co-Production solely owned by a Co-Producer according to Article 7.8). The sale agreement shall specify that the buyer will be responsible for obtaining all necessary rights required to stage the Production (including, but not limited to, royalties and, if applicable, services of the members of the Creative Team and any third-party rights). Packing, unpacking, loading, re-loading, unloading, set up, set down, insurance, storage and all transportation costs, including customs clearance and duties, in connection with the sale und further presentations of the Production shall be solely borne by the buyer.

**ARTICLE 12 - CREDITS, PROMOTION, MEDIA EXPLOITATION AND COMPLIMENTARY TICKETS**

12.1 The Co-Producers agree that all publication materials promoting respectively announcing the Production, including each Co-Producer’s house programme brochures and website, shall credit the Co-Production as follows:

**"CO-PRODUCTION OF THE NATIONAL THEATRE BRNO, STAATSOPER UNTER DEN LINDEN, BERLIN AND TEATRO REAL, MADRID"**.

This Co-Production credit shall also appear in case of any audio-visual and sound recording of the Production (see Article 12.8).

The Co-Production credit will be displayed according to the house style and custom, in particular in accordance with the marketing guidelines of each Co-Producer, whereby All Co-Producers must be mentioned in the same size of font. Each Co-Producer, insofar as it relates to its own presentation of the Production, has the right to put its name first.

In the event that additional Co-Producers join the Co-Production subsequently, the Co-Production credit will be adapted accordingly.

The Co-Producers are obliged to state in the programme and also to credit in case of any audio-visual recording of the Production the following:

The documentary materials for the video projection were provided by NASA, Sveriges Television (SVT), Gallo images Czech and Czech Television (ČT).

12.2 SOB and TRM are entitled to use photographs from NdB’s performances of the Production for marketing, PR and information purposes. NdB will provide these photographs to the other Co-Producers free of charge and free from any third-party rights. Credit to NdB shall be given when photographs are used.

12.3 SOB and TRM are entitled to use, including the right to edit, NdB’s subtitles in Czech, English and German language for their own presentation of the Production as well as for information purposes (in particular making available on the Co-Producer’s website). NdB will provide these subtitles to the other Co-Producers free of charge and free from any third-party rights.

12.4 In the event that either Party is interested in using any of the other Party's promotional material, such as a poster for the Production, video teaser or trailer, the other Party shall, upon request, provide such materials to the requesting Party for promotional purposes, if possible, free of charge, provided that the other Party is entitled to provide such materials to the other Party for promotional purposes free of any third-party rights.

12.5 Each Co-Producer shall use reasonable efforts to provide to the other Co-Producers, upon request, copies of any publication material relating to the Production which appears in its own or local publications.

12.6 Each Co-Producer shall have the right to make a sound and an audio-visual recording of its own performances of the Production for archival purposes and internal use. Each Co-Producer shall also have the right to record and make a non-commercial recording of its own presentation of the Production for promotional purposes. The Co-Producers are authorized to make partial broadcasts for radio, television and/or online for purposes of information, promotion, and documentation of the Production. The duration of the extract will not exceed six (6) minutes.

12.7 Each Co-Producer recognizes the rights of the other Co-Producers to exploit the audio-visual and/or sound recording of their own presentations of the Production at their own venues, provided that the respective Co-Producer clears all rights concerned and obtains all necessary permissions respectively licenses from all relevant rights holders including performers. Each Co-Producer indemnifies and holds harmless the other Co-Producers against any claims by any third parties in connection herewith.

As NdB is the first Co-Producer presenting the Production before being premiered by either SOB or TRM, the following is agreed regarding the commercial exploitation of the Production’s recording by NdB: one-time live broadcast of NdB’s performance of the Production on 3 December 2024 by Opera Vision (including making-available on demand on the Opera Vision’s web portal for 6 months from the date of live broadcast) and exploitation of the recording by Czech Television (3 broadcasts within 10 years in the Czech Republic only + simulcast - catch-up 7 days after the performance on the Czech Televisions’ web portal). In the case of a planned exploitation of the recorded Production on CD and/or DVD by NdB, all Co-Producers will mutually agree on the respective release date.

Regardless of the commercial recording realized by NdB, both SOB and TRM in any case will be authorized to record their respective presentation of the Production and to exploit the recording for commercial purposes, in particular to broadcast the whole Production on radio, television and/or online, without any restrictions whatsoever.

12.8 Each Co-Producer will entirely be responsible for all expenses related to any exploitation of the Production and shall likewise solely receive any income generated in this manner.

The Co-Producer that undertakes to broadcast or exploit in any media any element of the Production in part or in full will be responsible for clearing and compensating the necessary rights of the Creative Team, i.e. receiving non-exclusive licences from all members of the Creative Team, and from all performers of its own presentation of the Production.

All Co-Producers are to be credited according to Article 12.1; the size and placement of the Co-Production credit is to be determined by the exploiting Co-Producer. This also applies to any press releases therefor.

12.9 Complimentary tickets

1. NdB will offer 4 complimentary tickets to each other Co-Producer for the first performance of the Production at NdB on 1 November 2024 and 4 complimentary tickets to each other Co-Producer for the second performance of the Production at NdB on 3 November 2024. Upon request and mutual agreement, NdB will use its best efforts to provide further tickets, if required by the other Co-Producers. Furthermore, NdB will allow the staff of the Co-Producers’ technical, costume and production departments to attend the dress rehearsal in order to become more familiar with the Production.

SOB and TRM are obliged to confirm the number of tickets required in writing to NdB at least 1 month prior to the first performance of the Production at NdB. Any not requested tickets will be released by NdB.

1. SOB and TRM will each with offer NdB and the respective other Co-Producer 4 complimentary tickets for their first performance of the Production at their respective theatres. Furthermore, SOB will allow the staff of TRM’s technical, costume and production departments to attend its dress rehearsal to better learn the Production. NdB and the respective other Co-Producer are obliged to confirm in writing to the presenting Co-Producer the number of tickets required at least 2 months prior to the first performance of the Production at their respective theatres. Any not requested tickets will be released by the presenting Co-Producers.

**ARTICLE 13 - EXCLUSION OF THE AGREEMENT ASSIGNMENT**

13.1 Each Party has entered into this Agreement with the other Party on a purely personal basis. Neither Party may directly or indirectly assign or subcontract this Agreement, in whole or in part.

13.2 The Parties expressly declare that they are and shall remain principal business partners and independent professionals for the term hereof. The Parties expressly agree that this Agreement shall not, under any circumstances, be construed as establishing a corporation or association between them and each Party agrees to act as an independent Co-Producer in such a manner as to avoid any confusion in this regard to third parties.

**ARTICLE 14 - CONTACT PERSONS FOR NOTIFICATION PURPOSES**

All communications or notifications among the Co-Producers regarding this Agreement, whether directly or indirectly, shall be made through the following contact persons (see contact details [subject to change]):

National Theatre Brno, contributory organization, Janáček Opera, Dvořákova 589/11, 602 00, Brno, Czech Republic

 Phone: + 420 542 158 312 .

 Jiri Heřman: herman@ndbrno.cz

 Phone: + 420 542 158 252

 Vlasta Macháčková: machackova@ndbrno.cz

Staatsoper Unter den Linden, Unter den Linden 7, 10117 Berlin, Germany

 Phone: +49 30 20354 201

 Ronny Unganz: r.unganz@staatsoper-berlin.de

 Phone: +49 30 20354 684

 Anne-Marai Müller: a.mueller@staatsoper-berlin.de

Fundación del Teatro Real, Plaza de Isabel II s/n, 28013 Madrid, Spain

 Phone: +34 91 5160600

 Justin Way: jway@teatroreal.es

 Joan Matabosch: jmatabosch@teatroreal.es

**ARTICLE 15 - TERMINATION OF AGREEMENT**

15.1 This Agreement may be terminated by mutual written agreement of the Parties. The written document shall set out how obligations and claims arising prior to the date of termination hereof shall be settled.

15.2 All amendments and Annexes to this Agreement shall be made by written agreement of all Parties in the form of an addendum hereto signed by all Parties.

15.3 All Parties may only withdraw from the Agreement if any of the other Parties is in material breach of its contractual obligations provided that after the Parties have failed to resolve the dispute amicably, the aggrieved Party shall first give written notice to the breaching Party (with a copy to the other Parties). If the breaching Party has not fulfilled these obligations despite written request and setting of a reasonable grace period by the complaining Party and the Parties are unable to resolve the dispute amicably, the breaching Party shall be obliged to reimburse the other Parties for the actual costs incurred by them, without prejudice to any compensation for verifiable damages and interest caused and incurred.

15.4 This Agreement may be lawfully suspended or terminated in case of Force Majeure. In such an event, all Parties may immediately terminate the Agreement and each Party shall bear its own costs with any claims for damages being excluded.

15.5 The legal matters not governed herein shall be governed by the provisions of Act No. 89/2012 Coll., Civil Code, as amended, and if this is not possible, by the provisions of other generally binding statutory regulations in force in the Czech Republic. The Parties agree that the Brno Municipal Court shall have jurisdiction in the event of a dispute.

15.6 This Agreement and Annexes were executed in three copies in English language. Each Party shall receive one copy of the Agreement and Annexes. Each Party may, for its own internal purposes, translate this Agreement and/or Annexes into the official language of the Party at its own expense. In the event of any dispute between the Parties, the English versions of this Agreement and Annexes as concluded by all Parties are binding and shall prevail any other language versions of this Agreement and Annexes.

15.7 All Parties to the Agreement declare that the Agreement has been signed by them based on their true and free will, definitely, seriously and comprehensively, not under duress or under any conspicuously unreasonable conditions. The Parties confirm that they have the capacity and authority to enter into this Agreement.

15.8 This Agreement shall come into force on the date of signing by all Parties.

15.9 The Parties acknowledge that the Agreement shall only become effective upon its publication in the Register of Contracts pursuant to Act No. 340/215 Coll. (Act on Register of Contracts) and agree to this publication of this Agreement in its full wording. NdB undertakes to publish the Agreement in the Register of Contracts within three working days upon receipt of the original hard copy of the Agreement signed by all Parties.

15.10 All Annexes to this Agreement shall form an integral part hereof. The following Annexes will be enclosed to this Agreement respectively to an Addendum to this Agreement:

Annex No. 1 - List of all Physical Elements included in the Co-Production

Annex No. 2 - List of all Physical Elements not included in the Co-Production

Annex No. 3 - Breakdown of the costs of the calculated total Co-Production budget.

This Co-Production Agreement is signed in Brno, on .......................

**For the National Theatre Brno**

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MgA Martin Glaser, Director

**For Staatsoper Unter den Linden, Berlin**

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Elisabeth Sobotka, Intendant

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Ronny Unganz, Managing Director

**For Fundación del Teatro Real**

........................................................

Ignacio García-Belenguer Laita

General Director