

CO-PRODUCTION CONTRACT "LE NOZZE DI FIGARO"

concluded pursuant to § 1746 of Act No. 89/2012 Coll. of the Civil Code

PARTIES:

NATIONAL THEATRE BRNO, CONTRIBUTORY ORGANISATION

Dvořákova 589/11, 602 00 Brno, Czech Republic

ID No: 00094820

DIC: CZ00094820

Registered in the Commercial Register at the Commercial Register Office in Brno, Section Pr, Insert 30,

Banking connection: UniCredit Bank

IBAN: CZ4927000000002110126631

SWIFT: BACXCZPPXXX

Represented by MgA Martin Glaser, Director

("NdB")

And

THEATRE DE CAEN

Based: 135 boulevard du Maréchal Leclerc - BP 71, 14007 Caen Cedex 1, France

represented by: Joël BRUNEAU, Major of Caen, acting pursuant to Order

No C-2024-05-21/02 du 21 May 2024

legal form: Municipal management (municipal administration)

TIN: FR 16 211 401 187

Bank account: Trésorerie Caen Municipale

IBAN: FR79 3000 1002 44C1 4000 0000 093

BIC: BDFEFRPPCCT

VAT payer YES

(hereinafter referred to as "CAE")

And

SLOVAK NATIONAL THEATRE

with registered office: Pribinova 17, 819 01 Bratislava, Slovak Republic

Represented by: PhDr. Zuzana Ľapáková., Director General of the Slovak National Theatre

Mgr. Rastislav Štúr Director of the Slovak National Theatre Opera

ID: 00164763

TIN: SK2020829954

VAT/ EU VAT ID: SK 2020829954

Legal form: State contributory organisation established by the Ministry of Culture of the Slovak Republic

Banking connection: the State Treasury, account no.: 7000069886/8180

IBAN: SK 48 8180 0000 0070 0006 9886

SWIFT: SPSR SKBA

Address of the bank: the State Treasury, Radlinského 32, 810 05 Bratislava, Slovak Republic

(hereinafter referred to as "SND")

(hereinafter all Parties collectively referred to as the "Parties")

1. DEFINITIONS

1.1 Contract: This contract is inclusive of all annexes.

In this Contract the rules for cooperation of the Contracting Parties are stipulated. Entering into this Contract the Contracting Parties undertake responsibilities within the fixed range of obligations stipulated herein. The Contracting Parties confirm that this Contract will not by any means be considered a legal or a factual establishment of a company, association or any other legal entity. This provision is essential and decisive for this Contract and the Contract cannot be concluded without it.

1.2 Main co-producer

National Theatre Brno, a contributory organisation, hereinafter referred to as "NdB"

1.3 Co-producers:

Théâtre de Caen, hereinafter referred to as "CAE"

Slovak National Theatre, hereinafter referred to as "SND"

1.4 Parties

NdB / CAE / SND

1.5 Production

The production of Mozart's **"Le nozze di Figaro"**, which will be created as part of a co-production between the National Theatre Brno, Théâtre de Caen and the Slovak National Theatre (hereinafter referred to as "the Production").

1.6 Staging team

Directed by: Jiří Heřman

Set Designer: Pavel Svoboda

Costumes: Alexandra Grusková

Choreography: Marek Svobodník

Assistant Choreography: Alžběta Janíčková

Lighting design: Daniel Tesař

Dramaturge: Patricie Částková

1.7 Cast

Soloists in NdB and CAE:

ALMAVIVA:	Svatopluk Sem / Luigi Di Donato
FIGARO:	Tadeáš Hoza / Roman Hoza / Jan Štáva
LA CONTESSA DI ALMAVIVA:	Pavla Vykopalová / Simona Houda Šaturová
CHERUBINO:	Maayan Licht / Václava Krejčí Housková
SUSANNA:	Doubravka Novotná / Andrea Šíroká
MARCELLINA:	Jana Hrochová / Daniela Straková Šedrllová
BARTOLO:	David Szendiuch / Jan Štáva
BASILIO:	Ondřej Koplík / Vit Nosek
DON CURZIO:	Petr Levíček / Marek Žihla
BARBARINA:	Lucie Kratochvílová / Romana Hozová
ANTONIO:	David Nykl / Josef Škarka
CONDUCTOR:	Václav Luks

Orchestra Collegium 1704 in NdB and CAE, in SND Orchestra SND

**Janáček Opera Choir (16 members + 4 covers) in NdB and CAE, in SND Choir SND (24 members)
Dancers (4 dancers + 4 dancers + 2 covers)**

Any changes to the above cast in performances at CAE's co-producing theatre are subject to the mutual agreement of the conductor of the production, the director of the production and the director of CAE's co-producing theatre.

The co-production partner of the SND will have its own cast of soloists, its own choir, dancers and its own orchestra and conductor who will stage the Production in the SND, or conductors for individual performances of the Production in the SND.

1.8 The technical team for NdB and CAE (hereinafter referred to as the "technical team") includes:

Stage Manager: Silvie Adamová
Stage master: Jan Gottwald TBC
Assistant director: Otakar Blaha
Assistant choreographer: Martin Dostál
Opera Production Manager: Magdalena Dostálová

SND's co-production partner will have its own technical team.

1.9 Equipment

Decorations, props and costumes, designed and manufactured for the purposes of Production. Consumer goods, shoes and wigs are not part of the Equipment. Wigs and shoes are part of the equipment only in case of the same cast in NdB, CAE and SND.

2. SUBJECT OF THE CO-PRODUCTION CONTRACT

2.1 The Parties have decided to cooperate for the purpose of creation and public presentation of the Production "**Le nozze di Figaro**" (hereinafter referred to as the Work), as defined in article 1.5 of the contract, on the terms and conditions set forth in this contract.

2.2 In this contract, co-production means:

- a) creation of the concept for a production of "**Le nozze di Figaro**" to be staged and used by the co-producers;
- b) the creation, manufacturing and use of the sets, costumes and props, hereinafter referred to as the "Equipment", designed by the creative team and produced by NdB for the staging of the Work, hereinafter referred to as the Production, and the determination of the terms of their use;
- c) scheduling and ensuring the rehearsal process for the Production up to the general rehearsal in NdB included;
- d) concluding contracts, determination and payment of the performers' fees and the fees of the Creative Team, including licensing in all performances with all co-producers and all other expenses mentioned above (accommodation, transport) for the period of staging and rehearsals of the Production in NdB.

3. SCHEDULE FOR PRODUCTION AND PERFORMANCE

The production will be produced and rehearsed according to the following preliminary schedule:

NdB:

Explication meeting: 22 May 2024
Handover meeting: 3 September 2024
Technical rehearsals: 17 and 18 February 2025

Lighting rehearsals: 18 and 19 February 2025
Piano rehearsals: 5 and 6 March 2025
Costume rehearsals: 17 and 18 March 2025
General rehearsals: 19 and 20 March 2025
The premiere of the production at the NdB is set for 22 March 2025.

Théâtre de Caen

Premiere: 25 April 2025
Technical, lighting rehearsals: 17.- 22. April 2025
General rehearsals 23 April 2025
Performances: 25, 27, 29 April 2025

SND

Premiere: 22. and 24 May 2026
Rehearsals April - May 2026

4. GENERAL OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

4.1 The responsibilities of the NdB relating to the creation of Production:

- a) Representing the Co-production in all relations with third parties relating to the production of the Production at NdB.
- b) creation and construction of the stage, costumes and props, provision of stage adaptations necessary for the performance of the production by all co-producers and payment of related costs. NdB will have the exclusive right to negotiate with suppliers or persons cooperating with NdB for this purpose and will be solely responsible for all contracts concluded by NdB in this respect;
- c) Concluding contracts including licences with the NdB and CAE production team (director, stage designer, costume designer, choreographer, lighting designer), whereas CAE licenses are valid till the end of the year 2028.
Contracts with the production team for the granting and payment of licenses for performances organized in the theatre of co-producer in SND will be concluded by SND.
- d) Negotiation of terms and conclusion of contracts with artists for the performance of the Production in NdB and CAE, CAE theatre will conclude a separate contract for the performances with the orchestra and conductor of Collegium 1704 for the performance in CAE, SND will negotiate the terms of contracts with its own artists separately.
- e) Concluding contracts with artists for staging in NdB.
- f) Managing the rehearsal process for the Production in NdB in terms of premises, organization and technical support and equipment.
- g) Handing over the necessary technical information to the co-producers one week after the premiere, i.e. 24.3.2025, including: drawings, lighting plans and equipment, complete material list, stage information and changes, photos of set, props, costumes, make-up. Final technical information will be sent electronically after the last performance at NdB, including an audio-video recording of the Production made for this purpose; the technical plans have been consulted continuously since the staging meeting on 22.5.2024 and were finally approved by all parties at the handover meeting on 3.9.2024;
- h) Dealing with administrative aspects related to the Production and preparing the financial statements proving the financial covering the Production.
- i) Ensuring a translation of the libretto of the opera to be produced under this Contract into the English language and forward the English translation to CAE before March 20, 2025.
- j) Ensuring of music materials for the Production and reimbursement of costs for music material for staging at the NdB; the rental of music score is handled separately by each party.

- k) Surtitles in Czech, English and German.
- l) Programme brochure in Czech and English for the performance “**Le nozze di Figaro**” at the NdB.

4.2 Obligations of SND and CAE at their own expense:

- a) Engaging performers for rehearsals and performances with CAE and SND co-producers, arranging their accommodation and travel, reimbursement of related accommodation costs, travel costs related to co-producers' theatres; CAE including per diems.
- b) Engaging a creative team and providing the necessary accommodation and travel expenses, i.e. director, scenic designer, costume designer to supervise costumes and make-up, lighting designer and choreographer during technical preparation, rehearsals and performances at SND and CAE; CAE including per diems.
- c) In the case of CAE, the conclusion of a separate contract with NDB, which will provide soloists, choir, dancers, stage master, stage manager, assistant of director and all technical creation team required for rehearsals and performances in CAE. CAE will also conclude the contract with the Collegium 1704 Orchestra to perform the CAE performances.
- d) In case of CAE Conclusion of contracts for the renting of music materials for the amounts agreed by the NdB with the locally competent branch of the publishing house Bärenreiter, i.e. Alkor-Edition Kassel GmbH, and reimbursement of the relating costs of the music materials for the performance in the CAE production theatre to the aforementioned publishing house. Any use other than the stage performance of the performance agreed in Annex 2 - Schedule to this contract requires the prior consent of Alkor-Edition Kassel GmbH, for which the co-producers CAE and NdB are responsible. As the SND uses its own orchestra for the production in its theatre, it is required to rent its own music materials - the same edition - from the respective publisher.
- e) CAE will ensure the French translation of the libretto of the opera that is the subject of this contract. NDB will provide CAE the Italian version of the libretto with all the cuts at the latest on 20th of March 2025 in order CAE to ensure the French translation.
- f) Ensure programme brochures for performances at the SND and CAE. the SND and CAE provides its own programme.
- g) If possible and in agreement with the partners, publishing the logo of the partner Bohemian Heritage Fund in marketing and communication materials, which is the financial partner of the production and any other supporters of the production who decide to support the production until the premiere date at the NdB. In addition, each partner lists its partners as usual.

5. BUDGET / COSTS

- 5.1 The Budget under this article involves all the funds provisionally estimated and determined to be sufficient for production of the Production and defines financial contributions of each Contracting Party. Any possible additional financial contributions of each Contracting Party must be confirmed by Amendment to this contract.
- 5.2 The overall budget of the co-production for the production is stipulated at **280.000 Eur**, i.e. the cost of the production:
 - the production team for elaborating the concept of the production
 - material costs for the equipment of the production
 - production costs of the NdB workshops
 - production costs associated with the creation of the production

The overall budget consists of co-production contributions from the NdB, SND and CAE. The total budget is stipulated in Annex 1, which is an integral part of this contract. The Contributions to finance the Co-production shall be provided by the Parties as follows:

a)	NdB	140.000,- EUR
b)	Théâtre de Caen	70.000,- EUR
c)	Slovak National Theatre	70.000,- EUR

The co-production contributions referred to in Article 5, point 5.2 of this contract shall be paid by CAE and SND in accordance with the following schedule, by bank transfer to the NdB account specified in the header of this contract:

a) Théâtre de Caen

100% of the co-production contribution referred to in Article 5, point 5.2, i.e.: 70.000,- EUR

Shall be paid by the co-producer CAE no later than **25 days after the signature of this co-production contract by all contracting parties** on the bases of the invoice in English and French provided by NdB (CAE provides NdB the translation of the invoice in French), due within 25 days of delivery of the invoice to the following co-producers' e-mails of CAE: l.chenay@caen.fr / ludwig.chenay@orange.fr / f.busnel@caen.fr

The CAE also undertakes to pay a contribution to the main co-producer NdB for the staging of the conductor and orchestra of Collegium 1704, soloists, choir, dancers at the NdB including the licensing of the production team for the performance at the CAE in the total amount of 30.000 Euro. The contribution will be paid no later than the date of the start of the staging, i.e. 10.12.2024.

b) Slovak National Theatre

100% of the co-production contribution referred to in Article 5, point 5.2, i.e.: 70.000,- Euro, will be paid by the SND co-producer on the basis of an invoice issued by the NdB in January 2025 in electronic form, payable 30 days from the receipt of the invoice to the SND co-producer's e-mail: podatelna@snd.sk. In the event that the NdB provides the SND with a tax residence certificate (tax domicile), the payment will be taxed in accordance with the relevant legislation and international treaties. In the event that the NdB does not provide the SND with a tax residency certificate, points 5.6 and 5.7 of this Article of the Contract will not apply to the payment of the co-production contribution to the SND.

- 5.3** The Parties accept SHA bank charges (shared) for all payments made under this contract.
- 5.4** In case any Co-producer is in arrears with the payment of its Co-production contribution, NdB will charge the relevant Contracting Party an interest on delayed payment in accordance with corresponding binding legal regulations.
- 5.5** All Contracting Parties agree that the Budget is a bona fide estimate of all costs to be incurred in relation to the Co-production. NdB is obliged to follow the Overall Budget, specified in Annex No 1 to this contract. Any amendments and supplements to the Budget must be made by agreement of all Contracting Parties in writing and as Amendment to this Contract, signed by all Contracting Parties.
- 5.6** All amounts of contributions of co-producers NdB, CAE and SND are understood as net, i.e. without deduction of withholding tax and VAT in the country of tax residence of individual co-producers.
- 5.7** Any taxes and VAT relating to these co-production contributions shall be paid by each co-producer in their country of tax residence in addition.
- 5.8** The total budget does not include:
 - a) The overall budget does not include costs associated with transport, insurance and storage of Equipment. Detailed information on this topic is provided in Article 8 - Transport and Insurance.
 - b) Costs associated with the performance of the Production at the performance locations of the individual contracting parties.
- 5.9** NdB, CAE and SND will cover all costs required to repair the components of the Equipment in case if they are damaged while they are used or stored in their own venues and will cover costs associated with the replenishment of consumables used in individual performances in respective Co-producer's venue/NdB.

- 5.10** NdB, CAE and SND will be responsible for all costs associated with the rental of technical equipment necessary for the staging of the Production (sound and lighting) for individual performances and rehearsals held in their theatres.
- 5.11** Transportation of the Set and Costumes shall be performed in accordance with the provisions of Article 7 and 8 of this contract.
- 5.12** NdB, CAE and SND have right to retain all proceeds from the sale of tickets for performances of the Production taking place in their venues.

6. THE EQUIPMENT (SCENERY, COSTUMES, PROPS)

- 6.1** The NdB undertakes to be responsible for the creation and manufacturing of The Equipment which shall be in close collaboration and agreement with the CAE and SND in accordance with the relevant provisions of this contract.
- 6.2** The Equipment will be the exclusive property of the NdB.
- 6.3** The main co-producer is responsible for the creation of the set for the Janáček Theatre stage, which will be adapted to the stages of the co-producers in CAE and SND.
- 6.4** The NdB agreed with the stage designer and ensured that the set is adapted to the CAE and SND stage and that the specifics of the CAE and SND stage are taken into account together with the technical department staff. The co-producers were present during the presentation of the model and drawings at the staging and handover meeting at the location of the Main Co-producer. The materials from which the set will be made, as well as other safety requirements related to the set, were coordinated with CAE and SND and finally confirmed at the handover meeting in 3rd September 2024.
- 6.5** CAE/SND received the set and costume designs of the Production after a handover meeting held at NdB on 3rd September 2024.
- 6.6** CAE/SND provided current technical plans to the Main Co-producer.
- 6.7** The CAE/SND is bound not to use The Equipment in any other way than that intended by this contract. The Equipment must be used in order to stage The Production in CAE/SND in an identical manner to the staging at the NdB, with only adaptations that are necessary due to different staging conditions. The CAE/SND shall make sure that correct information regarding the usage of the set in CAE/SND has been obtained by NdB and NdB shall, without any cost for CAE/SND, supply CAE/SND with such information.
- 6.8** Any adaptation that are necessary due to different staging conditions are to be made by NdB and covered from the budget of the co-production contribution for the production of the set.
- 6.9** NdB agrees to send the complete set and costumes in working and undamaged condition, and CAE/SND agrees to return the set in such condition. A complete list of the Production components will be an integral part of the delivery of the Production. In the event of equal casting of soloists in NdB, CAE and SND, the Main Co-producer will provide both shoes and wigs.
- 6.10** Each co-producer is obliged to insure the Equipment against all risks at the time of its use, including the transport time for which it is responsible, for the purchase value of the Equipment of 280.000 Euros.
- 6.11** After the premiere of the Production, the NdB will prepare a "Production Book" in English and Czech with a detailed description of the Production and provide CAE/SND with a copy. This "Production Book" will include, among other things, photographs of the performers in costume with wigs and make-up, working drawings, floor plans, sections, photographs of each scene, a list of props, a scene construction procedure, a diagram of the hanging of the moves, information on the construction of the set and photographs of each scene, an assembly procedure and photographs documenting the scene construction process, and a lighting plan.
- 6.12** Along with the "Production Book", the NdB will provide CAE/SND with a detailed inventory list of all components of the Equipment.
- 6.13** The Equipment will be available to the Co-producers according to the attached schedule, i.e. Annex 2.

- 6.14** After returning of the Equipment after the performance at CAE and SND, the Equipment will be stored with the Main Co-producer.
- 6.15** The parties agree that each co-producer will receive a percentage of all income from further use of the Equipment, such as the sale or rental of the Equipment or parts thereof, corresponding to the share of their co-production contributions listed in the total co-production budget. In the case of renting or selling the Equipment, the hiring party is obliged to negotiate license agreements with the staging team.
- 6.16** The NdB will be responsible for all agreements relating to the further lease of the Equipment, but this lease must be negotiated in good faith with the CAE/SND.
- 6.17** Any further use of the Equipment must always be agreed with the Main Co-producer if such use is requested.
- 6.18** The Equipment can be rented out, provided that the co-producers and NdB agree on the price and the date of the rental well in advance so as not to disrupt the co-producers' and NdB's schedule.
- 6.19** If the Parties confirm that they will no longer use the Production, NdB as the main co-producer, will be responsible for its liquidation and the costs of liquidation incurred will be on NdB's part.
- 6.20** Each Party has the right to present the Production as often as it wishes, during a pre-agreed period.
- 6.21** All dates for future performances of the Production for each subsequent season will be agreed by the parties by June 1 of each year for the season following the next season (e.g., by June 1, 2025 for the 26/27 season).
- 6.22** Each Party undertakes to use the Equipment only for the purposes of the stage presentation of the Production.

7. Condition of the Equipment

- 7.1** Each company will ensure that the Equipment is returned to other company in an equivalent condition to that at the time of dispatch unless it is agreed otherwise. Treatment with fire proof agents shall be communicated between The Parties.
- 7.2** Each party will ensure that costumes are returned in a clean condition. Instructions for cleaning will be given in the "Production Book". Original name tags on costumes will not be covered or removed and the notes on them will be indelible. The Parties acknowledge that minor alterations and/or possible replacement of costume undergarments may be necessary. If minor alterations are made to costumes, no cutting of material is permitted. It is not permitted to dye or paint costumes. It is not necessary to change all the measures prior to the return of the production, but a detailed list must follow the costumes. Each Party shall be responsible for making good any damage to the scenery, costumes and properties at their own expense. Any costs incurred by any Party in repairing damage not made good by the Party immediately previously presenting the Production shall be chargeable to the Party immediately previously presenting the Production.
- 7.3** In the event that the Equipment is completely destroyed by fire or other risk factor and the claim is granted to either party, the individual co-producers will receive a percentage of the granted claim corresponding to their share of their co-production contributions in the total co-production budget.
- 7.4** In the event of partial destruction and a similar claim being made, the proceeds of the claim shall be used to restore the Production to the original condition.

8. TRANSPORT AND INSURANCE

Transportation of the Equipment will be provided and paid as follows:

- 8.1** Transportation of the Equipment to CAE and SND will take place as follows:
NdB - CAE - NdB (transport costs paid by CAE)
NdB - SND - NdB (transport costs covered by SND)

in accordance with a transport plan to be determined by mutual agreement between NdB, CAE and SND. After the first round of performances, each co-producer will pay for the transport to its theatre.

- 8.2** The number of trucks will be confirmed by the NdB after technical rehearsals at the Janáček Theatre on approximately 17 and 18 February 2025.
- 8.3** The Parties shall agree, no less than 30 calendar days prior to the transportation, about the exact date of loading the Equipment in the sending venue. Each party will provide staff for loading / unloading the Equipment to / from trucks in their theatre at their own expense.
- 8.4** Each Party is solely responsible for the documentation and any additional labour costs on get-out and get-in. Each party will also solely be responsible of all taxes, bonds and import or export duties imposed by any government having jurisdiction over the transaction in relation to their own production.
- 8.5** The Equipment shall be checked by the receiving party immediately after all equipment have arrived, and shall then immediately inform the other party if the Equipment is not in good condition.
- 8.6** In case the sending Party does not send an item(s) to the receiving Party that is listed on the Equipment list, the sending Party shall be responsible for sending the item(s) (door to door) to the receiving Party and all cost connected to the shipping shall be the responsibility of the sending Party. Delivery shall be made in the quickest way possible.
- 8.7** Responsibility for the Equipment shall be transferred to the party responsible for the transport.
- 8.8** The receiving party shall insure the Equipment during transport against all risks (All Risk) for the value of 280.000,- Euro.
- 8.9** The exact method of the delivery of The Equipment to the CAE/SND will be specified later, on the base of a confirmatory letter, following consultation between the technical staffs of NdB and CAE/SND.
- 8.10** The contracting parties undertake to store and use the elements of the produced decorations and costumes under conditions that guarantee their preservation in excellent condition, corresponding to the needs of presenting the Production according to this Agreement.
- 8.11** Each Contracting Party shall ensure that all components of the Equipment located on its premises are covered by insurance contracts concluded for "all risks" insurance and that insurance must be arranged for their "acquisition value".

9. FURTHER PRODUCTION OPERATIONS

- 9.1** The NdB as the owner of the Equipment and the predetermined main co-producer of the Production, will store the Production at its own expenses from the date, when is the Production returned from the co-producers.
- 9.2** NdB has the right to present the Production without territorial limitation and without any financial compensation payable to any of the Contracting Parties.
- 9.3** The Co-Producing Theatres shall have the right to present the Production in their theatres and on any tours of the Co-Producer in accordance with Annex 2 (Schedule) to this Agreement without any financial compensation payable to either party.
- 9.4** If the Production is sold or rented to a Non-co-production party, the licenses and other rights of the stage director, set designer and costume designer and other members of the production team referred to in Article 1 of this contract shall be the subject of separate negotiations with licensees and other members of the production team.

10. COMPLIMENTARY TICKETS

- 10.1** NdB will offer 4 complimentary tickets to each co-production theatre for the first performance of Production at NdB on 22 March 2025 and 2 complimentary tickets to each co-production theatre for the second performance of Production at NdB on 23 March 2025.

- 10.2** The NdB will offer a further 6 complimentary tickets to co-producing theatres for promotion purposes (foreign journalists) for the second performance of Production at the NdB on 23 March 2025.
- 10.3** CAE and SND are obliged to confirm the number of tickets required in writing to the NdB by 7th of March 2025 at the latest. All unclaimed tickets will be returned to the NdB.
- 10.4** CAE and SND will offer NdB 4 complimentary tickets for the first performance of Production in their theatres for the purpose of promotion and control of performances. The NdB is obliged to confirm in writing to the co-producing theatres at least 14 days before the first performance of the Production in their theatres the number of tickets required. All unclaimed tickets will be returned to the co-producing theatres.

11. CREDITS, PROMOTION, RECORD, PROGRAM

- 11.1** The NdB, CAE and SND undertake that all materials promoting the Production including Programme, brochures, audio-visual and sound recordings will include the following notice in the relevant language version:
"THE PRODUCTION WAS CREATED IN CO-PRODUCTION BETWEEN THE OPERA OF THE BRNO NATIONAL THEATRE, THÉÂTRE DE CAEN and the SLOVAK NATIONAL THEATRE, including possible supporters of the production.
- 11.2** CAE and SND are entitled to use press photographs from the NdB Production for marketing, PR or information purposes. When using photographs, the source will be acknowledged as OPERA NdB. The NdB shall be responsible for the settlement of the copyright in such photographs for the purposes under this point of the contract.
- 11.3** Each Party shall have the right to make a recording of the Production for documentary/archival purposes. Each Party shall also have the right to make a non-commercial recording of the Production for its internal use and excerpts thereof for promotional purposes. In the case of a commercial recording, a royalty will be agreed for each theatre by further amendment.
- 11.4** In the case of a commercial recording, the relevant Party must enter into agreements with all copyright holders and bear the costs arising from such agreements.
- 11.5** In the event that either party expresses an interest in using any of the other party's promotional material, such as a Production Poster, video teaser or trailer, such material should be provided to the requesting Party free of charge for promotional purposes, provided that the other Party owns these materials and has them available.
- 11.6** Programme: each Party shall prepare, at its own expense, a programme for the performance of "Le nozze di Figaro" performed in its theatres. NdB will provide CAE and SND with the contents of the programme brochure in Czech and English prepared by the NdB. The NdB requests that the word of the Janáček Opera dramaturge be included in the programmes of the individual co-producers in the relevant language version.

12. TERMINATION OF THE CONTRACT

- 12.1** This Contract may be terminated by mutual agreement of the Contracting Parties, made in writing. The written document will include the method of settlement of the obligations and claims incurred before the date of the termination of this Contract.
- 12.2** Any amendments and supplements to this Contract must be made by agreement of all Contracting Parties in writing and as Amendments to this Contract, signed by all Contracting Parties.
- 12.3** All Contracting Parties can withdraw from the Contract only in case any of the other Contracting Parties seriously violates contractual obligations, provided that, after the Contracting Parties have failed to resolve the dispute amicably, a prior written notice is sent by the injured Contracting Party to the infringing Contracting Party (and copied to the other Contracting Parties via formal letter). If the Parties are not able to resolve the dispute in an amicable way, the infringing Contracting Party is obligated to reimburse all the other Contracting Parties for their actual expenses incurred, without prejudice to any potential compensation for damages and interest.

- 12.4** This Contract can be legitimately suspended or terminated in all recognized events of Force Majeure. In this case all Contracting Parties can immediately withdraw from the Contract and every Contracting Party has to bear own expenses.
- 12.5** Legal facts not regulated by this Contract will be governed by the provisions of the Civil Code and where it is not possible, by the provisions of other generally binding legal regulations in force in the Czech Republic.
- 12.6** In case of any change of generally binding regulations, the relevant provisions of this Contract will be, if necessary, brought into compliance and other contractual provisions will remain in force. Invalidity of any provision of the Contract will not invalidate the whole Contract.
- 12.7** In case of any dispute arising from this Contract, but only after having exhausted all possibilities of amicable settlement, the Contracting Parties agree to the substantive law of the Czech Republic. In the absence of an amicable settlement, disputes will be resolved at a general court, competent for the NdB.
- 12.8** This Contract is made in three copies in the English and French language. Each Party shall receive one signed copy of each version of the contract. Each Party may, for its own internal purposes, translate this Contract into the official language of the Party at its own expense. In case of any dispute between the Contracting Parties the English version of this Contract will be authoritative.
- 12.9** All Contracting Parties declare that the Contract was signed by their true and free will, definitely, seriously and comprehensively, not in distress or for otherwise conspicuously unfair conditions. The Parties affirm their ability and freedom to enter into this Contract.
- 12.10** All contracting parties agree to publish the contract in full in the Register of Contracts pursuant to Act No. 340/2015 Coll. (Act on the Register of Contracts) and in the Central Register of Contracts within the meaning of the regulations in force in the territory of the Slovak Republic.
- 12.11** This contract shall enter into force on the date of its signature by all Parties and shall take effect on the date of its publication in the Register of Contracts and the day following the date of its publication in the Central Register of Contracts within the meaning of the regulations in force in the territory of the Slovak Republic, whichever is later.
- 12.12** The contracting parties declare that they followed the conditions agreed in this contract on the basis of mutual agreement before signing this contract and in the event that the contract is subject to publication in the register of contracts, they consider all their mutual performance provided before signing this contract until the date of entry into force of this contract as performance provided under this contract.

Annex No.1 – Overall budget

Annex No. 2 - Schedule of rehearsals and performances in NdB, CAE and SND

National Theatre Brno

..... in Brno, on

MgA. Martin Glaser, Director of the NdB

Théâtre de Caen

..... in Caen on

On behalf of the Mayor of Caen
Deputy Mayor, responsible for culture
Patrick NICOLLE

.....

Patrick FOLL, Director of the Théâtre de Caen

Slovak National Theatre

..... in Bratislava on

PhDr. Zuzana Ľapáková, General Manager of the Slovak National Theatre

..... in Bratislava on

Mgr. Rastislav Štúr, Director of the Slovak National Theatre Opera