

THE CONTRACT ABOUT COOPERATION no.

The Contracting Parties:

VÍGSZÍNHÁZ Nonprofit Kft.

Szent István Körút 14, 1137 Budapest, Hungary

Represented by: Eszenyi Enikő, Director of the Vígszínház

(Hereinafter "**Contracting party 2**"),

AND

SLOVENSKÉ NÁRODNÉ DIVADLO BRATISLAVA

(Slovak National Theatre Bratislava)

Pribinova 17, SK-819 01 Bratislava, Slovak Republic,

Represented by: Mr **Marián Chudovský**, General Manager SND, and
Mr **Roman Polák**, Director of Drama

(Hereinafter "**Contracting party 1**"),

(Hereinafter Contracting party 1 and Contracting party 2 together as "Contracting Parties"),

Article I The Subject of the Contract

1. The subject matter of this contract is the exchange of theatre guest performances in the interest of continuous cognition of Slovak and Hungarian theatre culture whereby each particular case will be dealt with through means of a written amendment to this Contract or a separate agreement between the parties to the contract on the basis of written agreement between the respective Parties. Party 1 and Party 2 will cooperate on guest performances in such a manner that maintains an equal number of guest performances for each of the parties respectively.

Article II Obligations of the Contracting Parties

1. Guest theatre undertakes to:
 - a) present the theatre production at the date, which will be specified in the separate contract;
 - b) provide and pay for the transport of the set and other equipment needed for the guest performance;
 - c) provide and pay for the transport of all participants needed for the guest performance;

- d) pay for per diems for all participants;
- e) guarantee health insurance for all persons participating
- f) setting up/striking of the set, lighting, sound and other elements required for the production and realized by its own staff, assisted by the host theatre - according to the technical requirements, submitted to the organizer and previously confirmed by both parties;
- g) provide the host theatre with required material for promotion (text of the play with cuts, DVD, photos, cast, critiques);
- h) enable television transmission or any recording of the production (duration not exceeding 3 minutes and for promotional purpose only)

2. Host theatre undertakes to:

- a) provide stage, dressing rooms and suitable technical equipment according to the technical requirements submitted by the guest theatre. If none of the technical staff speaks English, an interpreter will be provided during setting up/ rehearsals/ performances/striking;
- b) provide and pay for promotion/ticket-selling of guest performance;
- c) provide and pay for hotel accommodation (min. 3*+ hotel) for guest theatre;
- d) pay for the translation of the play and translation of the production (translation, projected subtitles, technical equipment & all required staff); and provide the rights for using the translation of the play for such purpose - if so required;
- e) provide 4 complimentary tickets for the performance - if so required;
- f) to pay the guest theatre a fee in the amount of 50% of the gross revenue from the performance;
- g) revenues from the performance will be retained by the host theatre;
- h) for the execution of hosting the organizer is obliged to assure safe conditions for performance (of actors, technical crew and all other persons, assisting with the show), in accordance with legislation, governing the health and safety at work, or other measures, laid down or assigned for the safety of people;
- i) pay all the fees and other costs arising from the copyright claims of authors, including royalties.

Article III

Reciprocity Provisions

1. The visiting theatre and host theatre undertake to comply with the reciprocal number of exchanged performances and shall furnish all necessary amenities for the performance arising herein.

Article IV

Other Provisions of the Contract

1. In the event that due to reason of force majeure performances do not take place, each theatre will pay and bear the costs incurred under this Contract. Serious illness is regarded as force majeure.
2. Force majeure for the purpose of this Contract means particularly circumstances that have arisen independently of the will of the Party and originate in natural events (such as earthquakes, floods, volcanic eruptions and fires) or the factual behaviour of people, for which the liable party does not bear nor shall bear liability (e.g., war, strikes, riots, sabotage, terrorist attacks, epidemics of an international or national nature, power outages, interruptions of oil supplies etc.) or other circumstances which are outside the sphere of influence of the parties or insurmountable, unavoidable and unpredictable (e.g. the main cast succumbing to serious illness).
3. Each Party shall deal with financial matters according to the law, legislation, international treaties respectively, under which they are bound and which are valid for the resulting obligation of each Party specifically.

Article V

Final Provisions

1. Legal relations established by this contract are subject to the legal regulations of the country where the guest performance is realized. The contracting parties agree with out-of-court solution of any and all disputes arisen in connection with this contract. If the out-of-court solution of the dispute is impossible, the parties submit the dispute to a court at the location of the guest performance.
2. Any and all changes and amendments of this contract will be agreed upon and accepted by all three contracting parties and any change will be done in written form, otherwise they are null and void.
3. This contract shall enter into force upon being signed by both parties and effective the day following its publication pursuant to a special regulation (Act no. 211/2000 Coll. on Free Access to Information, as amended).
4. The Parties affirm that this Contract has been concluded according to their free will comprehensively and clearly, not under duress or under inappropriate conditions. The Parties declare that their ability to enter into this agreement, as well as their competence regarding the relevant legal act is in no way limited or excluded and hereby declare that they are familiar with the contents of this Contract and in testimony thereof hereby attach their signatures.

5. The contract has been worked out in four identical copies in English language and two copies in Slovak language and two in Hungarian, of which two English and two Slovak belong to Slovak National Theatre and two English and two Hungarian copies to the Vígszínház Budapest
6. This contract is signed for a determined period, i.e. until 30 June 2015.

In Bratislava:.....

In Budapest:

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Doc. Roman Polák
Director of Drama

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Eszenyi Enikő
Director Vígszínház Budapest

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Mgr. art. Marián Chudovský
General Manager SND