



CO-PRODUCTION AGREEMENT

This joint production agreement (the “**Agreement**”) is entered into on this 7th day of January 2015 by and between (the **Parties**):

1) FOUNDATION OF THE FINNISH NATIONAL OPERA,
Represented by General Director Päivi Kärkkäinen and Technical director Timo Tuovila
Helsinginkatu 58, P.O. Box 176, 00251 Helsinki, Finland,
tel +358 9 403021
VAT –number FI 01169369
ID: 0116936-9

(hereinafter referred to as “**FNO**”)

and

2) SLOVAK NATIONAL THEATRE
Represented by Marian Chudovsky SND general director and Jozef Dolinsky, director SND Ballet
Pribinova 17, Bratislava 819 01, Slovakia, tel. +421 2 20472 400
ID: 00 164 763
VAT ID: SK2020829954

Beneficiary’s address: Pribinova 17, Bratislava, Slovakia
Country code: SK

(hereinafter referred to as “**SND**”)

Whereby it is agreed as follows:

1 BACKGROUND AND OBJECTIVE OF THE AGREEMENT

This Agreement when signed in duplicate shall constitute a binding agreement between FNO and SND to make and present a joint production of ROMEO AND JULIET of Natália Horecná and Borut Kržišnik (new choreography and music).

FNO and SND agree to co-operate in a production of ROMEO AND JULIET (hereinafter referred to as “**Production**”), which each will present in turn. The creative team of the Production is (hereinafter referred to as “**Designers**”), as follows:

Choreographer	Natália Horecná
Composer	Borut Kržišnik
Set Designer and Costume Designer	Christiane Devos
Lighting & Projection Designer	Mario Ilsanker
Synopsis based on Shakespeare	Natália Horecná,

The Production will be presented as follows:

By FNO in Helsinki with a premiere on 26.8.2016 and during season 2016
By SND in Bratislava during season 2017-2018

Any subsequent use by SND will be by reference to FNO.

The agreement consists of physical elements (costumes, sets and props) (hereinafter referred to as Equipment) and immaterial elements, licenses and preparatory planning.

2. RESPONSIBILITIES OF THE PARTIES AND COOPERATION

Costumes

- SND shall manufacture costumes
- FNO shall buy the fabrics for the costumes.
- SND shall buy all other sewing supplies and materials
- FNO shall provide technical instructions and guidelines on the making of costumes (seams, lining etc).
- The Parties agree that additional costumes that are made to fit alternate cast of dancers are the sole financial responsibility of the company needing these alternate costumes.
- If additional costumes are made after the premiere, the costumes will form a part of production and can be used by both Parties.

Sets

- SND builds the sets
- SND shall buy material for set
- SND shall design exact technical drawings of the set
- FNO shall inspect and approve all the workshop drawings and material selection before manufacturing begins.
- FNO shall check and approve the manufacturing details on-site before the work begins.

Props

- SND shall manufacture the props.
- SND shall buy material for the props.
- FNO shall inspect and accept all the workshop drawings and material selection before manufacturing begins.
- FNO shall check and approve the manufacturing details on-site before the work begins.

Incorporeal elements, licenses, preparatory planning

- FNO shall be responsible for negotiating Composer Borut Kržišnik's, Choreographer Natália Horecná's, Set and Costume Designer Christiane Devos' and Lighting & Projection Designer Mario Ilsanker's agreements for license fee and preparatory planning work and work done in Helsinki. FNO shall also be responsible for negotiating music notation costs and copyright fee.
- SND shall be responsible for negotiating Choreographer's, Set and Costume Designer's, Projection and Lighting Designer's agreements for work done Bratislava after the Helsinki premiere.

Not included in the Cooperation Agreement

- Creative teams working fee in Helsinki before the premiere in Helsinki and in Bratislava
- Wigs, footwear, jewels and armory
- Performance royalties

Co-production schedule

Agreement signed	7.1.2015	
Founding Meeting, Helsinki	8.1.2015 ->	Frames of production to be agreed. Present Artistic Team, Direction of FNO and SNB.
Sketch for the set, Helsinki	31.3.2015 ->	sketch analysis
Costume sketches, Helsinki	31.3.2015	
Sketch for lighting design, Helsinki	31.3.2015	
Final plan of the set, Bratislava	01.9.2015	
Presentation of the set model, Brat.	01.9.2015	
Work drawing presented, Bratislava	30.9.2015	
Inspection of the drawings ready	15.10.2015	
Final plan for costumes, Bratislava	01.9.2015	
Final plan for lighting design	28.4.2016	
3D- modelling	28.5.2016	
Work begins at costumes atelier	27.10.2015	
Work begins at set work shop	27.11.2015	
Work begins at props workshop	27.11.2015	
First set up of sets in Part	Early April 2016	
Presentation of production	6 months before the Premiere	
Rehearsals with dancers begin, Hel	May 2016	
Fittings , Helsinki	February- March 2016	
Costumes and Set in Helsinki	April 2016	
FNO shall approve the sketches in co-operation with SND		
Music partition ready	1.12. 2015	
Premiere in Helsinki	26.8.2016	
Premiere in Bratislava	season 2017-2018	
Revival in Helsinki	season 2018-2019	

3 REMUNERATION

The co-production budget is based on target budget which is attached (attachment 1).

In case the partners wish to change the target budget after 1.9.2015 it can be done by the mutual written agreement.

After presentation of sketches, FNO in co-operation with SND will make an analysis of the production (costs, working hours, logistics, storage, stage functionality, safety, stage change-over time etc). The analysis will include instructions for creative team to change plans so that frame budget will be reached.

FNO undertakes to cover the costs needed to buy the materials necessary to manufacture the set, costumes and props (material expenses) prior to the agreed start of the manufacturing.

The final balance of the actual costs shall be made by the Parties after the FNO premiere and the costs shall be divided between the Parties according to the agreed share of 50 %-50 %. The balance and invoicing shall be done by the end of September 2016.



VAT shall be paid according to the regulations and provisions of EU/EC-law. All remunerations shall be paid against invoice from FNO/SND according to invoicing instructions from FNO/SND. Invoice shall be marked with VAT rate and reverse charge if fee is subject to VAT.

4 STORAGE AND TRANSPORTATION

The Party having most recently shown the Production shall store it until it is required by the other Party.

Transportation of the Equipment from SND to FNO shall be arranged by FNO and from FNO to SND by SND.

FNO shall be responsible for payment of transportation and related costs from SND to FNO with the exception of the first transportation from Bratislava to Helsinki, which is included in the co-production budget. SND shall be responsible for payment of transportation and related costs from FNO to SND.

Each company is responsible for the documentation and any additional labour costs on get-out and get-in. Each company will also 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.

The Production shall be checked in Helsinki within eight weeks after all goods have arrived in Helsinki. FNO shall inform SND if the Equipment is not in original condition.

The Production shall be checked in SND within eight weeks after all goods have been returned to SND. SND shall inform FNO if the sets, costumes or props are not in original condition.

The FNO shall return all items of the Production to SND in the original shipping container, wrapper or hamper and packed in the same manner as received and at the time of departure to provide detailed lists of each container/trailer.

The risk for The Equipment shall be transferred to FNO at the time The Equipment leaves the SND warehouse and vice versa.

The receiving company will insure against loss or damage the scenery, costumes and properties by all perils for the sum of € 240.000 (two hundred forty thousand euro) or full replacement cost, whichever is the greater, from the time they leave the dispatching theatre or its stores in transit to the receiving theatre and throughout the periods during which this production is retained by the receiving theatre. The insurance figure of €120.000 (one hundred twenty thousand euro) comprises the cost of the sets and properties and insurance figure of €120.000 (one hundred twenty thousand euro) comprises the cost of the costumes.

5 PROPRIETORSHIP

SND Owns 100% of the physical production i.e. set, costumes and props and has the proprietorship of the production. FNO has acquired performance rights of the production and has given SND right to use the performance rights. FNO and SND shall make separate agreements with choreographer about the renewal of choreographic license after five years of the premiere in Helsinki.

6 DISCLAIMER AND WARRANTIES AND LIMITATIONS OF LIABILITY

FNO will ensure, with the set designer Christiane Devos, that the décor can be adapted to the stages of both theatres and that the constraints associated with the specific features of their programming are taken into account, in collaboration with the technical management concerned. FNO will send technical proposal which will be accepted by SND.

SUOMEN KANSALLISOOPPERA • SUOMEN KANSALLISBALETTI
FINLANDS NATIONALOPERA • FINLANDS NATIONALBALETT
FINNISH NATIONAL OPERA • FINNISH NATIONAL BALLET



FNO shall be given the opportunity to examine the Equipment before the delivery of the Equipment to Helsinki and is therefore fully aware and accepts the condition of the Equipment at the time of despatch at SND's warehouse in Bratislava and vice versa.

In no event shall either party be liable for any indirect, punitive, incidental or consequential damage that may arise in connection to the usage of the Equipment.

Each company will ensure that the Equipment is returned to the other company in an equivalent condition to that at the time of dispatch unless it is agreed otherwise. Unsaturated wood and wood products have been used for the scenic design/ construction. Treatment with fire proof agents is not allowed without approval of FNO.

Each party will ensure that costumes shall always be worn with dress preservers, and that the costumes are returned in a clean condition. The original name tags of the costumes are not be covered or removed. The Parties understands that minor alterations, such as the 'letting out' and/or 'letting in' of costume bodices might be necessary. When small alterations in costume items are made, it is not allowed to cut any material. The costumes are not allowed to have any dying or painting. It is not necessary to change all the measures prior to the return of the production to FNO or to SND 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 company in repairing damage not made good by the company immediately previously presenting the Production shall be chargeable to the company immediately previously presenting the Production.

In the event of the Production being totally destroyed by fire or any other peril and claim being made against either party, then 50% of the proceeds of the claim shall be due to SND and 50% of the proceeds of the claim shall be due to FNO. 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.

SND hereby indemnifies FNO from all claims for breach of copyright and from all financial claims that may arise out of any failure by SND to conclude contract arrangements as set forth in clauses 7 and 11.

7 AGREEMENT ARRANGEMENTS

SND shall be responsible for negotiating, contracting and paying the fees, subsistence, travel expense etc. for the Creative team "Designers. in relation to services and rights for the presentation of the Production by the SND.

FNO shall be responsible for negotiating, contracting and paying the fees, subsistence, travel expense etc. for the Creative team "Designers" in relation to services and rights for the presentation of the Production by GO.

8 OTHER PROVISIONS

SND shall have the right to present the Production in performances arranged by SND at SND and elsewhere on tours by the SND and FNO shall have the right to present the Production in performances arranged by FNO both in Finland and elsewhere on tour. Each company will store the Production following periods of rehearsal and performance by that company until the production is required by the other company.



Each company will inform the other company of its need to have the Production in its repertoire as early as possible and in any event by the end of May in the year prior to the start of the relevant season; i.e. by 31 May 2016 for the 2017/2018 season by 31 May 2017 for the 2018/2019 and so on.

In the event of FNO wishing to hire or sell this Production to another company, any such hiring or sale would be by mutual agreement between FNO and SND, and the hire fee or sum for which the Production is sold shall be shared between the theatres, 50% for FNO and 50% SND. The packing cost of €4.000 shall be withdrawn from the hire fee before the hire fee is shared between the Parties.

9 KNOW - HOW OF FNO

Each party will be responsible for engaging and paying additional production and technical staff as they require for the rehearsals and performances in their own country. Each party will pay for any member of their own staff they require to visit the other theatre for the presentation of the production in the other country.

SND confirms that it will ensure that members of its technical staff attend the fit-up, technical and stage rehearsals of ROMEO AND JULIET at FNO in 2016 in order that such staff become fully acquainted with the production

Should SND require members of FNO technical staff for consultation for ROMEO AND JULIET in Bratislava, FNO will charge SND 400 euros per day including per diems and travel days for each member of FNO sent to Bratislava. SND will also be responsible for providing hotel accommodation including breakfast in Bratislava at its cost and arranging and paying air fares.

10 WRECKING OF THE PRODUCTION

When FNO does not wish to present Romeo and Juliet anymore, FNO shall ask SND if they wish to continue presenting the production or not. The answer shall be given within four weeks. In case one of the Parties wishes to keep on presenting the Production, they are obliged to pick-up the production within six weeks from the pick-up notice from the other Party.

11 CREDIT

In all programs and other advance publicity material the production shall be credited as a joint production of Finnish National Opera, Helsinki and Slovak National Theatre, Bratislava.

Furthermore, if any sponsors are obtained by any of the parties to cover their share of the production costs, then those sponsors shall be similarly credited in both countries; subject to the other party having been consulted and agreed such sponsorship credit in advance in order to avoid any conflict of interests.

SND is obliged to clear all copyrights such as media rights for the Production in question prior to use, especially from Designers, as set forth in clause 3. SND indemnifies FNO from all claims for breach of copyright, including legal costs incurred.



In addition to this, the use of the Production or parts thereof for TV or similar audio-visual media, DVD recordings or on demand –services needs prior written consent of FNO, with the exception of the audio-visual recordings for archival or non-profit-making educational purposes and use of excerpts up to three minutes for news or publicity and promotional purposes.

For marketing, PR and information purposes of the Production, SND is entitled to use 8 press photos of the Production of FNO. The photographer and the FNO shall be credited in connection with the use of the photograph. The photos can be ordered from the Press Department of the FNO at press@opera.fi.

12 TERMINATION

Either party may immediately terminate this agreement by notifying the other party in writing if either party:

- A) Essentially neglects its obligations according to this agreement and fails to remedy the default within 14 (fourteen) business days after having received a written notice thereof from the other contracting party; or
- B) Is declared bankrupt, cancels its payments, goes into liquidation, enters into negotiation regarding deeds of arrangement or is otherwise considered to have become insolvent.

13 FORCE MAJEURE

Until the first performance of this production of ROMEO AND JULIET at FNO, scheduled to take place on the 26th of August 2016 FNO shall be entitled to cancel or terminate this Agreement or suspend its operation due to any Act of God, death of any member of the production team, natural disaster, governmental action, industrial dispute, outbreak of war, civil commotion or any other circumstances beyond the control of FNO. In the event of such termination all costs herewith to borne by both parties shall be in the proportion of 50% SND and 50% FNO.

Should any matter or condition beyond the reasonable control of FNO or SND (Force Majeure/ "Acts of God") such as war, public emergency or calamity, strike, fire or other insuperable difficulties prevent the completion of this Agreement, both SND's and FNO's obligations shall be suspended or excused to the extent commensurate with Force Majeure.

14 ALTERATIONS

Alterations to this Agreement are only valid if they are made in writing and agreed upon by both parties.

The parties agree that this Agreement's legal and financial content is confidential and all parties undertake to take whatever measures may be necessary to preserve that confidentiality, provided that this shall not prevent any party from making any disclosure required by law to be made or in relation to information which is in the public domain.



15 GOVERNING LAW AND COURT

The agreement is governed by Finnish Law and any dispute arising hereunder which may result in a ruling by a Finnish court shall be considered final and binding upon the Parties.

This Agreement is executed in two (2) identical counterparts in English language, in two (2) identical counterparts in Slovak language, one (1) for each Party.

SLOVAK NATIONAL THEATRE

.....
Jozef Dolinský
Director SND Ballet

.....
Marián Chudovský
General director SND

FOUNDATION OF THE FINNISH NATIONAL OPERA

.....
Päivi Kärkkäinen
General Director

.....
Timo Tuovila
Technical Director