

**Agreement on  
Delivery of theatrical performance**

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Entered into according to paragraph 51 of Act 40/1964 Coll. Civil Code as further amended

Parties to the Agreement:

Title: **Meyerhold Center Kherson**  
[ЦЕНТР ИМ.ВС.МЕЙСРХОЛЬДА]  
Address: Potemkinska str. 17 / 15, 73 000 Kherson, Ukraine  
As represented by: Andriy May, Director  
Company licence N<sup>o</sup>: 38214516

(hereafter referred to as the “Theatre”)

and

Title: **The Slovak National Theatre**  
[Slovenské národné divadlo]  
Address: Pribinova 17, 819 01 Bratislava, Slovak Republic  
As represented by: Mgr. art Marián Chudovský, SND Director General  
Doc. Roman Polák, Director, SND Drama  
Company licence N<sup>o</sup>: 00 164 763  
VAT licence N<sup>o</sup>: SK 2020829954

(hereafter referred to as the “SND”)

## **1 Subject of the Agreement**

- 1.1 This Agreement sets out terms and conditions related to host performance to be given by the Theatre in the SND rehearsal room “Cherry Orchard” in Bratislava within the framework of the Slovak National Theatre festival Eurokontext.sk.
- 1.2 The Theatre shall perform of a play by **Elvin Rzaiev : ato: the military psychologist monologue** [АТО: /анти-террористическая операция/ монолог военного психолога] in SND rehearsal room “Cherry Orchard” in Bratislava on 18 June 2015 starting at 17:00 hours (hereafter referred to as the “performance”).

## **2 Terms of Collaboration**

### **2.1 The Theatre shall at own costs:**

- a) Deliver public performance of the play;
- b) Guarantee artistic quality of the performance;
- c) Assemble stage set, carry out lights check and rehearsal of the play prior to the performance;
- d) Following the performance disassemble the stage set and load the vehicle designated to transfer the stage decorations;
- e) Arrange for and cover the cost of return transfer of decorations, costumes and props from Kherson to Bratislava in time;
- f) Arrange for the payment of per diems to its artistic and technical staff participating in the implementation and delivery of the performance and cover their insurance fees;
- g) Provide the SND publicity material for the performance in the required volume, format and well in time;
- h) Provide the SND text of the play in e-format prior to the performance;
- i) Submit to the SND requirements for stage technical equipment and technical staffing by 15 May 2015;
- j) Provide a list of members of the host performance by 15 May 2015;
- k) Submit to the SND requirements for accommodation of actors and technical staff;
- l) Submit to the SND travel itinerary by 26 May 2015;
- m) Provide necessary assistance to the SND to fulfil the contractual obligations arising from this Agreement.

### **2.2 The SND shall at own costs:**

- a) Ensure the organisation of the event, publicity and ticket sales;
- b) Assist the Theatre in arranging entry visas for the Slovak Republic;
- c) Provide theatre premises for the construction of the stage set according to the requirements by the Theatre (Annex 1);
- d) Provide and cover the cost of technical staff services related to the preparation and delivery of the performance in accordance with technical information (Annex 1);
- e) On the day of the performance, provide for and cover the cost of services related to wardrobe, fire safety and security personnel (wardrobe attendants, hostesses, firemen, etc.);
- f) Arrange and cover the cost of interpreting services during technical preparation of the performance, rehearsal and performance of the play;
- g) Arrange and cover the cost of translation of the play from Ukrainian into Slovak and English;
- h) Arrange and cover the cost of copyright to use the Slovak and English translations;
- i) Arrange for and cover the cost of simultaneous translation of the performance, including that of production of subtitles, technical equipment and service personnel;
- j) Arrange and cover the cost of hotel accommodation (minimum standard 3\*), including breakfast, for 1 person for 2 nights from 17 to 19 June 2015. Room types: 1 single bedrooms. Check-in and check-out requirements shall be set by the hotel. Cost related to earlier arrival and/or departure shall be covered by the Theatre;
- k) Arrange for and cover the cost of transfer of the Theatre staff from the Vienna airport to Bratislava according to travel itinerary supplied by the Theatre;

- l) Arrange for and cover the cost of transfer within Bratislava according to travel itinerary submitted by the Theatre;
  - m) Arrange for and cover the cost of travel from Kiev to Bratislava via Vienna for 1 person (inbound flight: 17 June 2015, outbound flight: 21 June 2015). Any changes related to name, time and/or date of travel are not permitted once flight is confirmed by the airline. The cost related to changes (of name, time and date) shall be covered by the Theatre;
  - n) Provide the Theatre with 4 free tickets to the performance;
- 2.3 The Theatre shall comply with all fire safety regulations on the premises of the SND where the performance shall be hosted in line with this Agreement, as communicated by the SND to the Theatre prior to the endorsement of this Agreement. The Theatre shall arrange for the compliance with the requirements concerned, and for the acquaintance with them and the staff to be provided to comply with the requirements set out in this Agreement.

### **3 Financial terms**

- 3.1 The SND shall pay the Theatre a net amount of Euro 75,- (seventy five Euros) for organisation services related to the performance. The SND shall pay the aforementioned sum upon receipt of an invoice issued by the Theatre. The Theatre is entitled to issue the invoice only after the delivery of the entire performance in line with this Agreement. In case the performance is not delivered for any reason, the Theatre shall not be entitled to the payment of organisational services outlined in this paragraph.
- 3.2 The Theatre shall deliver the performance without fee or any other remuneration except cost referred to in this Agreement, which shall be paid upon fulfilment of conditions referred to in this Agreement. The Parties to the Agreement shall carry their own costs and expenses related to fulfilment of terms of collaboration in line with article 2 paragraph 2.1 and 2.2 of this Agreement, if not stated otherwise in this Agreement
- 3.2 The Theatre shall cover the cost of licence fees and any other cost arising from copyright entitlements, including royalties.
- 3.3 The fee outlined in paragraph 3.1 shall be taxed pursuant legislation of the Slovak Republic and/or the Double Taxation Prevention Treaty between the Slovak Republic and Ukraine.
- 3.4 The SND shall cover travel cost between Kiev – Vienna – Kiev for 1 person in line with article 2 paragraph 2 letter m) of this Agreement after it receives from the Theatre relevant receipts or other documents of the kind. Should the performance be cancelled, including due to force majeure and/or a withdrawal from the Agreement by any of the Parties to it, the Theatre shall reimburse the amount paid by the SND in line with this article in the SND account
- within 10 days from the  
cancellation of the performance or withdrawal from this Agreement by either Party to it.
- 3.5 The Parties to the Agreement have agreed that entrance to the performance will be free of charge. The Parties to the Agreement have agreed that entrance to the performance will be allowed only to invited guests upon presentation of invitation issued by the SND.

#### **4 Other Terms and Conditions**

- 4.1 In case the performance is not delivered due to force majeure (as a result of natural catastrophes or national grievance), each Party to the Agreement shall bear its own cost. The Theatre shall thus return to the SND the travel cost in line with article 3 paragraph 3.5 of this Agreement paid by the SND in the SND account

within 10 days from the cancellation of the performance originally scheduled in this Agreement.

- 4.2 The Parties to the Agreement have agreed that, in case of cancellation of the performance by the Theatre prior to its delivery, the SND shall not be required to pay and reimburse for organizational services the in line with article 3 point 3.1 of this Agreement. The Theatre shall thus return to the SND the travel cost in line with article 3 paragraph 3.5 of this Agreement paid by the SND in the SND account

within 10 days from the cancellation of the performance from the day of the cancellation according to this point of the Agreement. A cancellation of the performance according to this point of the Agreement shall not affect the entitlement by the SND to compensation of any damages that may have thus arisen.

- 4.3 The SND is entitled to withdraw from this Agreement particularly if the Theatre either fails to deliver the performance as scheduled without prior cancellation, and/or due to a failure on the part of the Theatre to cooperate in line with this Agreement. The effects of the withdrawal shall enter in force on the delivery of the withdrawal notice to the other Party to the Agreement. The Parties to the Agreement have agreed that the withdrawal from the Agreement by the SND may also be executed via email. In such case the SND shall not be required to pay and reimburse the Theatre organizational services the in line with article 3 point 3.1 of this Agreement. In such case the Theatre shall return the amount representing the cost of travel in line with article 3 paragraph 3.5 of this Agreement paid by SND in the SND account

within 10 days from the day the withdrawal from the Agreement by the SND comes into force. The withdrawal from the Agreement pursuant this paragraph shall not affect the compensation for damages by the SND, should they arise.

- 4.4 The Theatre hereby confirms that all copyright related to the performance has been duly settled and it takes full responsibility for this fact.
- 4.5 The SND is entitled to make from the performance visual, audio or audiovisual recordings in maximum length of 3 minutes. The recordings may be used solely for news reporting or publicity of the performance. The SND may make a recording of the performance for archival purposes. Such recording may not be made available to third parties. A recording exceeding 3 minutes, except for that made for archival purposes, shall be subject to a separate agreement.

## **5 Correspondence**

- 5.1 An appeal, notice of withdrawal or any other legal deed by either Party to the Agreement (hereafter the “deed”) shall be deemed to be delivered to the other Party to the Agreement if delivered to the address given in the preamble of this Agreement and/or to the correspondence address last given in writing to the other Party to the Agreement. The deed shall be deemed to be delivered on the date when the other Party to the Agreement receives or refuses to accept it, or on the day the delivery is returned as undeliverable or unaccepted within the delivery limit.
- 5.2 Clauses of this Article shall apply to communication of bank details between the Parties to the Agreement, particularly when providing bank account details in relevant tax documents delivered to the Party to the Agreement.
- 5.3 At the same time the Parties to the Agreement shall inform each other about any changes of any relevant data required for possible execution of the deed or the use of bank account, particularly any changes concerning this Agreement, a change in or withdrawal of their legal status, address or seat, bank details that serve as the basis for payments due. Should either Party to the Agreement fail to comply with these terms, it shall not be entitled to objecting to not receiving any deed. At the same time it shall bear responsibility for any damages thereby arising.
- 5.4 Wherever this Agreement allows a possibility to deliver documents via email, the email shall be deemed to be delivered when its receipt is confirmed by the other Party to email addresses of persons specified within and in the preamble of this Agreement. In case of failure to confirm receipt, the email shall be deemed to be delivered within 3 days from it being sent to the other Party to the Agreement to the address specified in the preamble of this Agreement.

## **6 Final clauses**

- 6.1 Legal relations arising from this Agreement, and those not settled by it, shall be regulated by the legislation of the Slovak Republic (particularly Act 40/1964 Coll. Civil Code as further amended) and governed by the legal system of the Slovak Republic. The Parties to the Agreement shall solve any disputes arising from this Agreement through out-of-court settlement. Should it prove unattainable, the Parties to the Agreement have agreed that court proceedings would be governed by the regulations and legislation of the Slovak Republic and in court competent to deal with the SND case according to legal norms of the Slovak Republic.
- 6.2 Any changes and amendments to this Agreement shall be made upon mutual consent in writing with amendments numbered and signed.
- 6.3 In case of discrepancies between language mutations, the English version shall be deemed to be authoritative.
- 6.4 The Agreement is made in four (4) equal copies in English language, and in two (2) equal copies in Ukrainian and two (2) equal copies in Slovak languages. Of these, two English and two Ukrainian copies shall remain with the Theatre, and two English and two Slovak copies

with the SND. Annex 1 – Technical Provision for the hosting of the Theatre, written in English, represents an integral part of this Agreement.

- 6.5 This Agreement shall enter into force on the day of it being signed by the last of the Parties to the Agreement and shall be effective on the day following its publication pursuant paragraph 47 and Act 40/1964 Coll. Civil Code as further amended, and Act on Free Access to Information. The Theatre hereby agrees and acknowledges that the Agreement and/or its substantial part shall be published in line with legal regulations.

In Bratislava:.....

In Kherson: .....

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Doc. Roman Polák  
Director, SND Drama

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Andriy May  
Director

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Mgr. art. Marián Chudovský  
SND Director General