

CONTRACT

Music Centre Slovakia
represented by Igor Valentovič, Director

And

European Union Youth Orchestra, represented by Marshall Marcus, Chief Executive

Sunday 7 August, 2016
Slovak Radio Hall, Slovakia
Vasily Petrenko, conductor

COOPERATION CONTRACT

concluded by and between
the Promoter

Music Centre Slovakia
represented by Igor Valentovič, Director

address

Michalská 10, 815 36 Bratislava
T + +421 (0)2 20 470 111
Email: igor.valentovic@hc.sk

(hereinafter referred to as the "Promoter")

and the Contracted Party

Name/Company name

European Union Youth Orchestra (EUYO)
represented by Marshall Marcus, Chief Executive

fiscal address

6A Pont Street, London SW1X 9EL, UK
Tel: +44 20 7235 7671
Email: Marshall@euyo.org.uk

(hereinafter referred to as the "Contracted Party")

with the Contracted Party represented by the undersigned person authorised to conclude contracts on their behalf, the authorised representative of the artist or the authorised agent of the artist. In any event the undersigned party is liable, along with the person or group represented, as the case may be, for the legal validity of this Contract and the performance of the service. If the party acts as a representative who is not duly authorised by an appropriate power of attorney, he/she shall keep the Promoter fully harmless and indemnified for any and all prejudice arising therefrom. Any claim for performance which the Promoter may raise vis-à-vis the party shall remain unaffected thereby.

1. Subject Matter of the Contract / Scope of Services

The Promoter and the Contracted Party hereby undertake to cooperate in the preparation and organisation of following event (hereinafter as the "Concert"):

Performers:

European Union Youth Orchestra
Vasily Petrenko, Conductor
Katia and Marielle Labeque, solo pianos

Type of event:

Symphonic concert

Venue/Hall:

Slovak Radio Hall, Bratislava

Date/time:

Sunday 7 August, 2016, 7.00pm

Programme:

Opening address: Mrs Alžbeta Rajterová

Rajter Suite Miniature – National Guest Performers Slovenský
Mládežnícky Orchester
Mozart Concerto for 2 pianos
Mahler Symphony No. 1. in D Major

2. Production Conditions

The Promoter will pay the Contracted Party a contribution towards expenses as follows, to include in each case the services of the Contracted Party and all expenses here not expressly mentioned: € 40,000 (forty thousand Euros).

The contribution is payable by bank transfer by 8 August, 2016 to the following bank account upon receipt of invoice:

Account name: European Union Youth Orchestra

IBAN: LU95 0027 1855 3688 8600

BIC: BILLLULL

Bank: Banque Internationale a Luxembourg

The Promoter will provide all licences including (without limitation) musical performing rights licences necessary for the Concert to take place. The conductor and the soloists are engaged separately by the Contracted Party and at the Contracted Party's expense.

2.1. The Promoter shall only:

- provide a suitable rehearsal and performance venue and adequate supplies of orchestra seating, staging and music stands, and all necessary equipment, technical and front of house personnel for smooth running of the event and according to the technical requirements of the Contracted Party provided by the Contracted Party prior to arrival.
- provide drinking water for the conductor and the orchestra at the venue during rehearsal and performance
- provide suitable and sufficient publicity for the performance, including newspaper advertisements, the printing and distribution of all publicity materials including posters and programmes and to make suitable arrangements to distribute the Contracted Party's touring programmes to the audience.
- provide 4 (four) copies of the Concert programme and 4 (four) copies of any posters or handbills relating to the Concert
- include the caption 'The EUYO is funded with support from the 28 member governments of the European Union' on all posters and on all publicity material
- provide a full set of reviews relating to the Concert which may appear in the national, regional and local press, to be sent to the Contracted Party after the Concert, together with translations into English, with the least possible delay

2.2. The Contracted Party shall fulfill any and all obligations relating to their participation in the Concert, mainly:

- To book and pay for all international travel expenses to and from Bratislava for the Contracted Party, the conductor, soloists and tour management team
- To book and pay for accommodation for the Contracted Party, conductor, soloists and tour management team
- To book and pay for meals for the Contracted Party and tour management team
- To provide all instruments and their transportation. Sheet music hire or purchase fees shall be borne by the Contracted Party
- To provide the Promoter with a technical rider with all specifications separately
- To inform the Promoter without delay in case of artists' illness or foreseeable changes. Subject to the approval of the Promoter, the Contracted Party shall undertake to ensure a qualified substitute of the artist(s)
- To take out personal insurance (health, accident or third-party liability) and insurance for transportation of all instruments at his/her/its own discretion
- To supply all necessary public relations material to the Promoter in advance of publication dates; the deadline to be notified by the Promoter
- To present the Concert in all publications of the EUYO and in Summer Tour 2016 programme free of charge

2.3. Complimentary Tickets

The Promoter will provide the Contracted Party 30 complimentary tickets for the Concert in the best category (VIP area) and with reserved seats. Further tickets can be bought at a negotiated concessionary rate.

2.4. Communications and Development

A separate Communications and Development rider is attached to the contract detailing the Orchestra's requirements.

3. Broadcasts

The Contracted Party hereby declares, that they have a written license agreement with the conductor and the soloists to use their performance under the conditions agreed in this Contract and that the Contracted Party is entitled to grant a sub-licence to the Promoter. The Contracted Party hereby grants a sub-licence to obtain a recording of the Concert through a mutually agreed broadcaster - Radio Devín (hereinafter as the „Broadcaster“) to record the Concert (only regular programme, without encore) in terms of sound (no audio-visual recording) using digital technique with following rights:

- for deferred broadcast of the Concert for public performance and radio broadcasting (wireless or wired, through a ground station or a satellite) with 3 (three) transmissions in the Broadcasters national range; 1 (one transmission) within EBU (except of the Mozart Concerto) in any system, technique or format; in full or partially;

The recording will not be made available for download.

The Promoter shall provide The Contracted Party the DVD/CD copies (ideally off-air) of the broadcast(s) within 28 days of the transmission. The Contracted Party also agrees to the recording of extracts from

rehearsals or performances for news or other information broadcasts without separate remuneration and to the broadcast of such recordings, provided that the total duration thereof does not exceed three minutes.

In the event of the audio recording proving of interest for subsequent download or commercial CD, or for transmission outside the above parameters (e.g. repeats, or outside national borders) this will be the subject of separate negotiations between the Contracted Party, agents representing the Conductor and the Soloists and the company wishing to use this material.

4. Further Terms and Conditions:

1. The Contracted Party explicitly acknowledges that they have previous written approval of the artists to use their photographs and to grant another approval to the Promoter under the conditions agreed in this Contract. Due to this, the Contracted Party hereby gives its consent on taking photographs of artists during rehearsal and Concert by the orchestra's or local presenters' authorised photographers. The photographs will be used for news coverage and reports on the event, and for the promotion of the orchestra and/or local presenters. Photographs will be made available to artists for their own promotional and archival purposes, free of charge. All photographs showing conductor and / or soloist/s and which the Promoter intends to use must first be submitted to the Contracted Party for approval. Such approval shall only be withheld for important reasons. The Contracted Party shall cover any damages arisen to the Promoter as a result of any false or incomplete information and/or declaration provided by the Contracted Party in this Contract.
2. When concluding contracts with third parties, the Contracted Party shall undertake to pass its obligations under this contract on to the respective contracted parties and to hold the Promoter harmless and indemnified in this respect.
3. If the events agreed upon in this Contract cannot take place in whole or in part due to force majeure, government measures or regulations, or outbreak of war, both parties hereto shall be exempted from their obligations hereunder. The parties hereto shall undertake to inform each other without delay and to minimise any material damage. Each party hereto shall bear its own expenses and waive any further claims unless claims for damages are raised by third parties.
4. If individual provisions of this Contract are inadmissible for legal reasons, this shall not affect the validity of the remaining provisions of this Contract.

London, this _____ 2016

Bratislava, this _____ 2016

For the Contracted Party:

For the Promoter:

Marshall Marcus, Chief Executive, EUYO

Igor Valentovič, Director, Music Centre Slovakia