

**Agreement on
Delivery of theatrical performance**

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

Parties to the Agreement:

Title:	National Theatre of Iceland
Address:	Lindargata 7, 101 Reykjavík, Iceland
As represented by:	Ari Matthíasson, Artistic Director
VAT licence N°:	10578

(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°:	00 164 763
VAT licence N°:	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 performances to be given by the Theatre in the SND Hall of Drama in Bratislava within the framework of the Slovak National Theatre festival Eurokontext.sk.
- 1.2 The Theatre shall perform two reprises of a play of a play by **William Shakespeare Othello** in the SND Hall of Drama in Bratislava on 19 June 2017 starting at 10:00 hours (first performance) and 19.00 (second performance) (hereafter referred to as the "performances").

2 Terms of Collaboration

- 2.1 The Theatre shall:
 - a) Deliver public performances of the play on the date and under terms established by this Agreement;
 - b) Guarantee artistic quality of the performances;
 - c) Assemble stage set, carry out technical and artistic rehearsal of the play prior to the first performance;
 - d) Following the last performance disassemble the stage set and load transport container designated to transfer the stage decorations;

- e) Arrange for and cover the cost of return transfer of decorations, costumes and props from Reykjavik to Bratislava in time;
- f) Arrange for the payment of per diems to all of its artistic, technical and other staff participating in the implementation and delivery of the performances and cover their insurance fees;
- g) Provide the SND publicity material for the performance in the required volume, format and well in time prior to delivery of the public performances;
- h) Provide the SND text of the play in e-format well in time prior to delivery of the public performance;
- i) Deliver to the SND requirements for stage technical equipment and technical staffing by 20 May 2017;
- j) Submit to the SND requirements for accommodation of actors and technical staff well in time prior to delivery of the public performances, at latest by 16 June 2017;
- k) Submit to the SND travel itinerary by 26 May 2017;
- l) Arrange for and cover the cost of return transportation of its , technical and other staff participating in the implementation and delivery of the performances to Vienna in time;

2.2 The SND shall:

- a) Ensure the organisation of the event, publicity and ticket sales;
- b) Provide theatre premises for the technical preparation of performances, rehearsal, the performances and deconstruction of the set according to the requirements by the Theatre (Annex 1) including 1 day for set up on 18 June 2017;
- c) Provide and cover the cost of SND technical staff services related to the preparation and delivery of performances in accordance with technical information (Annex 1);
- d) On the day of the performances, provide for and cover the cost of services related to wardrobe, fire safety and security personnel of the SND (wardrobe attendants, hostesses, firemen, etc.);
- e) Provide free parking by the SND New Building for the transport container designated to transfer stage decorations;
- f) Arrange and cover the cost of interpreting services during technical preparation of the performances, rehearsal and performances of the play;
- g) Arrange and cover the cost of translation of the play from Icelandic into Slovak and English;
- h) Arrange and cover the cost of copyright to use the Slovak and English translations of the theatrical play;
- i) Arrange for and cover the cost of simultaneous translation of performances, 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 23 people (8 actors, 15 technical and management staff members of the Theatre) for 3 nights from 17 to 20 June 2017. Room types: 21 single bedrooms, 1 double bedrooms.. Check-in and check-out requirements shall be set by the hotel.
- 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) Refund return transportation costs, flight tickets, of the Theatre staff to Vienna. The Theatre will issue a separate invoice based on the actual cost of travel under this sentence.

- n) Refund return transfer costs of decorations, costumes and props from Mannheim to Bratislava. The Theatre will issue a separate invoice based on the actual cost of transportation under this sentence.
 - o) Provide and cover the cost of crane rental required for unloading and loading of the container that will transport decorations, costumes and props of the performance;
 - p) Provide the Theatre with 8 free entrances to each performance;
- 2.3 The Theatre shall comply with all fire safety regulations on the premises of the SND where the performances shall be hosted in line with this Agreement, as communicated by the SND to the Theatre prior to the endorsement of this Agreement, what Theatre confirms by signing this Agreement.

3 Financial terms

- 3.1 The SND shall pay the Theatre a net amount of Euro 17, 000.00 netto (seventeen thousand Euros) for two properly delivered performances, in line with conditions specified by this Agreement. The SND shall pay the aforementioned sum upon an invoice issued by the Theatre. The Parties to the Agreement have agreed that invoice is due 30 days after delivery of the invoice to the SND. The Theatre is entitled to issue the invoice only after two properly delivered performances in line with this Agreement and in line with conditions specified by this Agreement.
- 3.2 The Theatre will pay all the fees and any other cost arising from copyright entitlements of beneficiaries and copyrights and other right holders related to execution of a theatrical performance, including royalties. SND will provide to the Theatre revenue report of both performances within 14 days from date performances were held.
- 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 Iceland.
- 3.4 The SND shall refund travel costs in line with Article 2 point 2.2 letter m) based on the actual cost of transportation, however only to amount of Euro 9.200 (nine thousand two hundred Euros). The Theatre shall issue and deliver to the SND separate invoice, including annex to the invoice - documents proving the costs. The Theatre is entitled to issue the invoice only after two properly delivered performances in line with this Agreement and in line with conditions specified by this Agreement. The Parties to the Agreement have agreed that invoice is due 30 days after delivery of the invoice to the SND.
- 3.5. The SND shall refund transfer costs of decoration, costumes and props in line with Article 2 point 2.2 letter n) based on the actual cost of transportation, however only to amount of Euro 8.000 (eight thousand Euro). The theatre shall issue and deliver to the SND separate invoice. - documents proving the costs. The Theatre is entitled to issue the invoice only after two properly delivered performances in line with this Agreement and in line with conditions specified by this Agreement. The Parties to the Agreement have agreed that invoice is due 30 days after delivery of the invoice to the SND.
- 3.6 The SND is entitled to all collected and received proceeds from both performances.
- 3.7 All invoices have to be in line with Act 222/2004 on Value Added Tax as amended and in line with Act 431/2002 on Accounting as amended.

- 3.8 The Parties to the Agreement have agreed that invoices issued in line with Article 3 point 3.8 of this Agreement must contain especially:
- a) Name and seat of the provider, name and seat of customer,
 - b) Label of the invoice and number,
 - c) Registration number and date of Agreement signing,
 - d) Specification of subject of fulfilment and date of its implementation in line with the Agreement;
 - e) Day of dispatch and due date in line with this Agreement,
 - f) Name of the bank and account number of the customer in form of IBAN,
 - g) Total invoiced amount,
 - h) Name of the bank and account number of the provider,
 - i) Signature and stamp of the provider.
- 3.9 If the invoice does not contain all particulars defined by generally binding laws and this Agreement, respectively, will not include attachments fixed in line with this Agreement, in line with points 3.4 and 3.5 of this Agreement, the SND is authorized within 15 working days from the proper delivery to return the invoice to the Theatre to remove shortcomings. In this case, it suspends the payment term and a new invoice due date starting from the proper delivery of the corrected invoice to SND.

4 Special Conditions

- 4.1 In case one or both performances are 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.
- 4.2 The Parties to the Agreement have agreed that, in case of cancellation of one or both performances by the Theatre prior to their delivery, the SND shall not be required to pay the amount specified in Article 3 point 3.1 of this Agreement, refund transportation costs specified in Article 3 point 3.4, refund transfer costs of decoration, costume and props specified in Article 3 point 3.5 and other costs related to the theatre performances.
- 4.3 The Theatre reserves the right to change the date of performances in case of sudden illness of the actor, which cannot be replaced on time, but only after mutual agreement with the SND. The Theatre is obliged to report a sudden illness of an actor to the SND immediately. In case, the Parties to the Agreement fail to reach a mutual agreement in line with this point of the Agreement or it will be not be possible by the Theatre to arrange an alternative date of performances in line with this point of the Agreement, the theatre performances will be considered as canceled in line with Article 4 point 4.2 of this Agreement.
- 4.4 The SND is entitled to withdraw from this Agreement particularly if the Theatre either fails to deliver the with in line with conditions specified by this Agreement as scheduled without prior cancellation in line with Article 4 point 4.2 of this Agreement, as a result of an agreed change of date of performances by the Parties of the Agreement in line with Article 4 point 4.3 of this Agreement, and/or due to a failure on the part of the Theatre to cooperate in line with this Agreement, and/or breach provision of this Agreement and despite request from the SND not remedied within reasonable period. 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 the amount specified in

Article 3 point 3.1 of this Agreement, refund transportation costs specified in Article 3 point 3.4, refund transfer costs of decorations, costumes and props specified in Article 3 point 3.5. and other costs related to the performances.

- 4.5 The Theatre hereby confirms that all copyright related to the performances has been duly settled and it takes full responsibility for this fact, except obligation of the SND resulting from this Agreement and established by this Agreement.
- 4.6 The SND is entitled to make from the performances visual, audio or audiovisual recordings in maximum length of 3 minutes. The recordings may be used for news reporting or publicity of the performances. The SND may make a recording of the entire performances 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 expressly 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 two (2) equal copies in Slovak languages. Of these, two (2) English copies shall remain with the Theatre, and two (2) 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 Reykjavík:

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prof. Roman Polák
Director, SND Drama

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Ari Matthíasson
Artistic Director
National Theater Iceland

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Mgr. art. Marián Chudovský
SND Director General