

**Agreement on  
Arrangement of delivery of theatrical performance**

Entered into according to paragraph 269 section 2 of Act 513/1991 Commercial Code as further amended

Parties to the Agreement:

Title: **Agencja Artystyczna DUO Marek Suszkiewicz**  
Address: 32-085 Modlniczka, ul Wspólna 35a, Poland  
As represented by: Marek Suszkiewicz  
VAT Reg. No.: PL677-154-82-13

(hereafter referred to as the "Agency")

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 arrangements to host performance to be given by the National Sary Theatre from Krakow in the SND Hall of Drama in Bratislava within the framework of the Slovak National Theatre festival Eurokontext.sk.
- 1.2 Pursuant to the authorisation of the Director of the National Sary Theater from Kraków, the Agency shall ensure implementation of the performance of a play by **Henrik Ibsen: An Enemy of the People** [Wrog ludu] in the SND Hall of Drama in Bratislava on 13 June 2017 starting at 19:00 (hereafter referred to as the "Performance") hours performed by the National Sary Theatre from Krakow (hereafter referred to as the "Theatre").

## **2 Terms of Collaboration**

- 2.1 The Agency shall:
- a) Ensure delivery of the public Performance of the play by the Theatre on date and place in line with article 1 point 1.2 of this Agreement and under terms established by this Agreement;
  - b) Guarantee artistic quality of the performance;

- c) Assemble stage set, carry out technical and artistic rehearsal of the play prior to the performance;
- d) Following the performance disassemble the stage set and load vehicles designated to transfer the stage decorations;
- e) Arrange for and cover the cost of return transfer of decorations, costumes and props from Krakow to Bratislava in time;
- f) Arrange for the payment of per diems to all artistic, technical and other 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 prior to delivery of the public performance, at latest by the 15 May 2017;
- 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 performance, at latest by 9 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 artistic, technical and other staff participating in the implementation and delivery of the performance to Bratislava in time;

## 2.2 The SND shall:

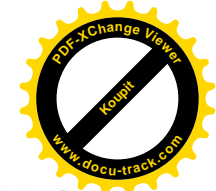
- a) Ensure the organisation of the event, publicity and ticket sales;
- b) Provide theatre premises for the technical preparation of the performance, rehearsal, the performance and deconstruction of the set according to the requirements by the Theatre (Annex 1) including 1 day for set up on 12 June 2017;
- c) Provide and cover the cost of SND technical staff services related to the preparation and delivery of the performance in accordance with technical information (Annex 1);
- d) On the day of the performance, 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 and safe parking by the SND New Building for the vehicles designated to transfer stage decorations and parking for the bus by the hotel;
- 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 Polish 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 display (the manner of presentation is to be agreed separately) of the translated text of the Performance, along with production of subtitles, technical equipment and service personnel and simultaneous translation of the monologue of the main actor;;
- j) Arrange and cover the cost of hotel accommodation (minimum standard 3\*), including breakfast. For 38 people (18 actors, 27 technical and management staff members of the Theatre) for 3 nights from 11 to 14 June 2017. Room types: 18 single bedrooms, 10 double bed rooms. Check-in and check-out requirements shall be set by the hotel.
- k) Provide the Theatre with 8 free entrances to the performance.



- 2.3 The Agency undertakes to ensure compliance with all fire safety regulations, of all personnel participating on the Performance and provided by the Agency in line with this Agreement, on the premises of the SND where the Performance shall be hosted in line with this Agreement, as communicated by the SND to the Agency prior to the endorsement of this Agreement, what Agency confirms by signing this Agreement.

### 3 Financial terms

- 3.1 The SND shall pay the Agency a net amount of Euro 27, 000.00 (twenty-seven thousand Euros) for properly delivered performance, in line with conditions specified by this Agreement. The Parties to the Agreement have agreed that amount in line with first sentence of this Article of this Agreement, is the final amount and includes all costs related to arrangement of the delivery and delivery of the Performance, as well as all rights to perform the performance in line with this Agreement and Agency will not seek other charges, as well as other fees in regarding the Performance and arrangement of the delivery of the Performance in line with whit Agreement. SND shall pay amount of 18 900, - € netto (eighteen thousand nine hundred Euro) as a difference between amount in the first sentence of this Article of this Agreement and amount paid by SND in line with Article 3.2 of this Agreement, upon an invoice issued by the Agency and delivered to the SND by the register mail, only after properly delivered performance 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 working days after delivery of the invoice to the SND. The Agency is entitled to issue the invoice only after properly delivered performance in line with this Agreement and in line with conditions specified by this Agreement
- 3.2 SND shall pay the Agency, pursuant to the concluded Agreement, part of the amount in line with article 3.1 of this Agreement, nett amout of EUR 8,100.00 (eight thousand one hundred Euro) with due date 15 May 2017 at latest. The Agency must deliver the issued invoice to the SND by the registered mail..
- 3.3 The SND shall cover the cost of licence fees and any other cost arising from copyright entitlements of beneficiaries and copyright and other right holders, related to proper execution of a theatrical performance in line with this Agreement, including royalties, as follows:
- a.) 7 % from gross revenue of performance to LITA, civil association of authors, Mozartova 9, P.O. BOX 28, 810 01 Bratislava 11, Slovakia.
- The Parties to the Agreement declare that all licence fees, as well as other costs related to this Article of the Agreement are final and by payment of the sum in line with conditions set up by this Agreement, all rights and obligations related to license fees are fully settled.
- 3.4 The fee outlined in paragraph 3.1 shall be taxed pursuant legislation of the Slovak Republic and/or in line with Agreement between The Republic of Poland and The Slovak Republic for the avoidance of the double taxation with respects to taxes on income and on capital.
- 3.5 The SND is entitled to all collected and received proceeds from the performance.
- 3.6 After the delivery of the performance by the Theatre, the SND is obliged to send report about use of archive music in the performance to the SOZA (The Slovak Performing and Mechanical Rights Society). The SND will pay the fee for archive music upon invoice issued by the SOZA after the delivery of the report by the
- 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, the SND is authorized within 15 working days from the proper delivery to return the invoice to the Agency 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.

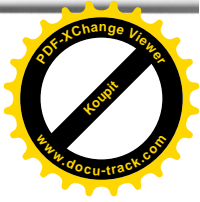
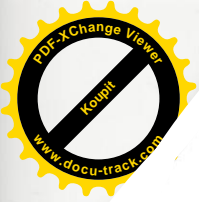
#### **4 Special Conditions**

- 4.1 In case the performance is not delivered due to force majeure (as a result of natural catastrophes or disasters or national grievance), each Party to the Agreement shall bear its own cost. The Agency, in case the performance is not delivered in line with this Article, is also obliged to return the sum paid in line with Article 3 point 3.2, if this has been paid by the SND, no later than 14 working day from the date the Performance was scheduled to take place.
- 4.2 The Parties to the Agreement have agreed that, in case of cancellation of the performance by the Agency and / or Theatre prior to its delivery, the SND shall not be required to pay Agency, or any other third party, the amount specified in Article 3 point 3.1 of this Agreement, and other costs related to the theatre performance. Agency is also obliged to return the sum paid in line with Article 3 point 3.2, if the sum has been paid by the SND, within 14 working days from day of cancelation or failure to deliver the Performance.
- 4.3 The Agency reserves the right to change the date of the performance in case of sudden illness of the actor, which cannot be replaced on time, but only after mutual written agreement with the SND. The Agency is obliged to report a sudden illness of an actor to the SND immediately and provide such illness with relevant document. 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 Agency to arrange an alternative date of the performance in line with this point of the Agreement, the theatre performance 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 Agency either fails to ensure delivery the performance 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 the performance 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 Agency 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 to the Agency the amount specified in Article 3 point 3.1 of this Agreement, and other costs related to the performance. In case of withdrawal the Agency is also obliged to return the sum paid in line with Article 3 point 3.2, if the sum has been paid, within 14 working days from day of withdrawal from this Agreement by the SND enters into force.

- 4.5 SND is entitled to cancel the Performance due to technical and / or organizational reasons or after agreement with the Agency change the date or starting time of the Performance. In case of cancelation from above mentioned reasons, SND is obliged to immediately inform Agency. In such case, Agency is not entitled to payment in line to with Article 3 point 3.2 of this Agreement and if the sum line with Article 3 point 3.2 has been paid by the SND, the Agency is obliged to return to the SND the sum paid in line with Article 3 point 3.2, within 14 working days from day of cancelation of the Performance
- 4.6 The Agency hereby confirms that all copyright related to the performance 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.
- 4.7 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 for news reporting or publicity of the performance. A recording exceeding 3 minutes, except for that made for archival purposes shall be subject to a separate agreement. The Agency shall inform the Theatre that all premises of the theatre, including stage and backstage are continuously monitored by CCTV system and recoded to internal security hard drive. Recordings on internal hard drive are stored only for limited amount of time and serve only for security purposes.
- 4.8 The Agency declares that, it is fully entitled to represent the Theatre and arrange the delivery of the theatrical performance in line with this Agreement, as well as it is entitled to act in the name of the Theatre and performers, as well as other people related to the Performance and fulfilments in line with this Agreement. The Agency bears full responsibility for the obligation under the preceding sentence of the Agreement as well as for the obligations under this Agreement. If the Agency's claim, under this point of the Agreement proves to be incorrect and / or if such entitlement has been partly disregarded and / or if the Agency does not deliver to the SND a valid Contract and / or a full document proving these facts, the SND is authorized to withdraw from this Agreement immediately. The effects of withdrawal from the Agreement shall commence on the date of delivery of the withdrawal of the other Agreement party. The Parties to the Agreement have agreed that withdrawal from the Agreement by the SND can also be done through e-mail communication. In such case the SND is not obliged to pay the Agency the amount specified in Article 3 point 3.1 of this Agreement, and other costs related to the performance. Agency is also obliged to return the sum paid in line with Article 3 point 3.2, if the sum has been paid by the SND, within 14 working days from the day when withdrawal from the Contract by the SND comes into effect.
- 4.9 In the event of withdrawal from the Agreement, nor in the event of any termination of this Agreement, the claim for damages shall not be affected if such damage and / or lost profit of the other Agreement Party arise.

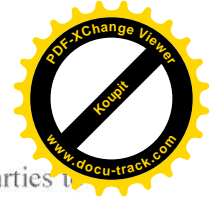


## **5 Correspondence**

- 5.1 An appeal, withdrawal, notice 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 513/1991 Commercial 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 Agency, 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 Agency hereby agrees and acknowledges that the Agreement and/or its substantial part shall be published in line with legal regulations.
- 6.6 All applicable obligations of the parties resulting from this Agreement shall be passed in full to potential legal successors of both parties to the Agreement.
- 6.7 The parties declare that they have read the Agreement, understand its content, its meaning is obvious and certain, and that the Agreement is a manifestation of their free and serious will, which they confirm with their own handwritten signatures.

In Bratislava:.....

In Krakow: .....

.....  
prof. Roman Polák  
Director, SND Drama

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Marek Suszkiewicz

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Mgr. art. Marián Chudovský  
SND Director General