

## **CONTRACT on delivery of performance**

### *BETWEEN*

**Fonden Copenhagen Opera Festival (COF)**

Location: Slagtehusgade 30 DK - 1715 København V

Represented by: Rikke Frisk, company manager

Legal form: Commercial foundation

Email: [rf@operafestival.dk](mailto:rf@operafestival.dk)

VAT No. 39505940 (also called CVR/SE no)

### *AND*

**Slovak National Theatre (The Ensemble)**

Location: Pribinova 17, 819 01 Bratislava

Represented by: Vladimír Antala, Ing., general director of the SNT

Rastislav Štúr, director of the SNT Opera

Legal form: state-sponsored organization

ID: 00 164 763

Tax / VAT ID: 2020829954 / SK 2020829954

## **CONCERNING: Rusalka (The Event)**

The Ensemble and COF have entered the following agreement:

### **1. CONTENT**

- 1.1.** COF engages the Ensemble for a performance of Dvorák's "Rusalka" as the Opening Concert of CPH Opera Festival lead by conductor and organizer Oliver von Dohnanyi.

### **1.2. TIME AND PLACE**

DATE: Thursday August 1<sup>st</sup> 2019

TIME: 19.00 (TBC) (All music must end at 22.00 according to local regulations)

PLACE: Covered outdoor stage at Flæsketorvet (The meat packing district), Copenhagen

DURATION: app 3 hours incl. 2 intermissions

During the intermission COF will hand over two prizes to local artists.

### **1.3. ORCHESTRA AND CAST/SOLOISTS**

The Ensemble agrees to bring an Orchestra of 57 musicians for the performances of Dvorák's Rusalka. The Ensemble brings their own instruments and scores. The bigger instruments (3 contra-basses, 1 harp, 1 tuba, 1 bass-drum, Tam-Tam and a pair of timpani) will be hired by COF. All other soloist and conductor will be hired separately by COF for the performances.

The performance is sung in Czech.

COF provides a local choir 7766 (SATB) and an actor who will narrate the story for the audience.

### **1.4. Schedule**

Wednesday 31<sup>st</sup> July: The Ensemble, soloists and the orchestra arrive.

Wednesday 31<sup>st</sup> July: The conductor rehearses afternoon with the soloists and with Danish Choir Camerata in the evening.

Thursday 1<sup>st</sup> August: dress rehearsal with the Ensemble and choir during day time at the stage.

Thursday 1<sup>st</sup> August: opening concert with intermission where festival prices are handed over.

- 1.5. During the period of this contract the Ensemble must not have other engagements which can affect the Ensemble's ability to fulfill the prearranged rehearsals and performances at COF.

## **2. FEE AND PAYMENT**

- 2.1. COF will pay the Ensemble a total fee of Euro 40.560. This fee includes all social costs and benefits. The fee will be paid in one instalment upon an invoice from the Ensemble until July 29<sup>st</sup>, 2019. The fee will cover diets, orchestra score hiring, international insurance, transfer from Bratislava to Vienna Airport and back, full rehearsal fee and performance fee for all musicians and managers.
- 2.2. No Danish tax will be deducted from the fee. In the case COF is imposed with foreign social taxes as a result of the fact that the Artists lives or may choose to live in another EU/EEC country than Denmark and the Artist has an income in that country, such social taxes will be set off against the above mentioned fee.
- 2.3. COF disclaims any handling of required work permit or visa. It is The Ensemble's responsibility to ensure all necessary and legally required papers for all members of the orchestra, soloists etc.
- 2.4. The Ensemble is responsible for Insurance for the traveling party of musicians and soloists and instruments.

## **3. ACCOMODATION AND TRAVEL**

- 3.1. COF will provide 2 nights of accommodation of 18 single rooms and 20 double rooms in a minimum three-star hotel for all musicians and manager.
- 3.2. The Ensemble agree to accommodation in Malmö, except for the conductor and soloists, who will stay in Copenhagen.
- 3.3. The Ensemble will drive by bus from and to airport as well as between hotel and venue. COF will arrange local transportation.
- 3.4. The Ensemble will book his own air transportation and COF will pay for it in a separate payment, directly to the travel company.
- 3.5. The Ensemble will cover his/her own meals.

## **4. PRODUCTION AND RIDER**

- 4.1. The Ensemble's main contact person and producer will be Adam Stadnicki
- 4.2. Any practical information essential to the Ensemble's participation in the Event must be handed to COF as soon as possible and no later than upon the signature of this contract. COF cannot guarantee the provision of staff or equipment added or edited after signature of this contract.
- 4.3. COF provides the following: stage, technical equipment and professional personnel for running the show (hands, technicians, stage manager etc), music stands, chairs, instruments according to agreement: 3 double basses, 1 pair of timpani, tamtam, gran casa, harp and tuba.
- 4.4. COF provides tea, coffee and snacks in connection to The Event, but no full meals.
- 4.5. In the performance, the Ensemble will be wearing "concert clothes" provided by themselves. Wardrobes will be within walking distance from the venue. The Ensemble agrees to wardrobes being a bit rough due to the special location, and to change in two big groups separated by male/female. The singers will be provided with smaller wardrobes also separated male/female.

## **5. MEDIA AND MARKETING**

- 5.1. The Ensemble and conductor agree to be available for interviews and other press engagements related to the marketing of the concert.



- 5.2. The Ensemble will provide COF with credit list, an updated CV and press picture upon signature of this contract. COF has the right to edit these according to the overall communication style and according to Danish copyright law.
- 5.3. The Ensemble will be credited on all programs and publicity materials following COF's practice and as "Orchestra of the Slovak National Theatre" and "Conductor: Oliver von Dohnányi".
- 5.4. COF agrees to prevent illegal documentation to a reasonable extent. COF cannot be held responsible in the event of recordings made by the audience.
- 5.5. The Ensemble agrees to possible audio, photo and/or video recording in the maximum length three minutes being used by COF free of charge for archive and PR purposes, including but not limited to print and electronic media, TV, radio, social media, podcast and online.
- 5.6. The Ensemble accepts that the performance may be recorded, broadcasted and streamed non-commercially and without user charges by radio/TV in Denmark and EBU without any further payment.
- 5.7. Notwithstanding the transfer in item 5.6, both parties retain their rights and entitlement to remuneration under sections 13, 17 (4), 30a, 35 and 50 (2) of the Danish Act on Copyright as well as corresponding national, foreign and international provisions, including rules and schemes of remuneration which may supply or replace these provisions. The retained rights and entitlement to remuneration will be administered by Copydan, and COF cannot be held liable for any payments.
- 5.8. The Ensemble shall maintain confidentiality both during and after the employment period of all confidential information regarding the production or the festival in general, including information about its partners, unless the information has been disclosed publicly by COF already or for other natural reasons can be accessed by a third party except from publishing the contract according to relevant Act No. 211/2000 Coll. on Free Access to Information and Amendments of Certain Acts (The Freedom of Information Act).

## **6. TICKET AND FUNDS**

- 6.1. There is free admission to the concert / no tickets.
- 6.2. Any funds acquired by COF for The Event shall accrue to COF in their entirety. Any funds acquired by The Ensemble shall accrue to the artist. COF can only guarantee visibility for its own funds and partners. Any obligations to funds obtained by The Ensemble in terms of visibility must be cleared with COF in advance.

## **7. SERIOUS ILLNESS**

- 7.1. The Ensemble declares to be of good health and is obliged to inform COF if this should change before or during the execution of The Event.
- 7.2. In the event of serious illness in the Ensemble must provide a medical certificate, issued by a qualified physician confirming that the Artist is not able to fulfil his/her engagement. Yet COF has the right to let the Artist be examined by its appointed physician. The Artist will only receive payment of fees for performances completed with the Artist. In case of illness among musicians or soloists The Ensemble is obliged to present a relevant stand in.

## **8. GDPR**

- 8.1. The Ensemble has been made aware that COF is data controller and will be collecting and processing personal data in connection with the employment and payment of fees. The Ensemble can at any time review his/her own data and contact COF with any hereto related questions.
- 8.2. Data will be stored 5 years from end of contract in accordance with Danish laws on good bookkeeping. Contact data may be stored longer for future use. The Ensemble can at any time ask to be deleted from COF's database.

## **9. CANCELLATION AND BREACH OF CONTRACT**

- 9.1. This agreement will be terminated at the end of the period mentioned in 1.2. without further notice. From the <sup>3</sup>

day of signature, this agreement cannot be cancelled unless conditions here fore have been agreed upon in writing by both parties.

- 9.2. Neither COF nor The Ensemble shall be held liable for failure to perform, present or appear if such failure is caused by or due to serious illness, accident, labour difficulties, civil tumult, strike, epidemic, unforeseeable interruption or delay of transportation service or any other condition that can be classified as force majeure. In the event of cancellation due to force majeure both parties are no longer obliged to fulfil their obligations to each other, and each party will meet its own expenses.
- 9.3. If this contract is not kept and this is due to the act or default of the Ensemble alone COF has the right to terminate this agreement and claim compensation.
- 9.4. This contract has been issued according to Danish law. All disagreements that may occur in the course of this concert or afterwards are subject to be decided by a Danish court.
- 9.5. This contract shall enter into force on the day of its signing by the contracting parties and become effective on the day following after its releasing/publishing under special law Act No. 211/2000 Coll. on Free Access to Information and Amendments of Certain Acts (The Freedom of Information Act).
- 9.6. This contract is made out in two counterparts in English language, one (1) is for the COF and one (1) is for the Ensemble.
- 9.7. The contracting parties declare that the contract was signed by their true, free will, definitely, seriously and comprehensively, not in distress or for otherwise conspicuously unfair conditions. They also declare that they duly read it, they are familiar with the content/s hereof and sign the contract as a sign of it.

Date and Signature

Copenhagen

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Rastislav Štúr  
Director of the SNT Opera

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Rikke Frisk  
Company Manager  
CPH Opera Festival

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Ing. Vladimír Antala  
Director General  
The Slovak National Theatre  
Bratislava