

CO-PRODUCTION CONTRACT No. Z-263/O/2019

CONTRACTING PARTIES:

Slovenské národné divadlo (The Slovak National Theatre)

Address: Pribinova 17, 819 01 Bratislava, Slovakia
Represented by : Vladimír Antala, General Director SND
Rastislav Štúr, Director of the Opera SND
Legal entity: state funded organization
Company ID. no.: 164 763
VAT no.: SK 2020829954

Hereinafter referred to as the “**BRATISLAVA**”

on one side

and

The Bregenz Festspiele GmbH

Address: Platz der Wiener Symphoniker 1, A 6900 Bregenz, Austria
Represented by: Michael Diem, Managing Director
Susanne Schmidt , Director of Opera
Legal entity: state funded organization
VAT no.: ATU 35593103

Hereinafter referred to as the “**BREGENZ**”

on other side.

WHEREBY IT IS AGREED AS FOLLOWS:

Preamble

This document when signed by both parties shall constitute a binding agreement between BREGENZ and BRATISLAVA to make and present a co-production of „**IMPRESARIO DOTCOM**“ (called “Production”) written by Ľubica Čekovská.

BREGENZ and BRATISLAVA agree to co-operate in that production, which each will present in accordance with clause 4 & 5.

1 Production

- 1.1. „Impresario Dotcom – Sogno di un’Europa di mezza estate“ by Ľubica Čekovská – Opera Buffa in four pictures – chamber opera for **7** voices and **25** instruments after the libretto of Laura Olivi based on the play „L’impresario delle Smirne“ (1761) of Carlo Goldoni.

„Impresario Dotcom“ is composed for **6** singers (2x Sopran, 1x Mezzosopran, 1x Countertenor, 1x Tenor, 1x Bariton), **1** actor and **25** musicians.

The parts are as follows:

- 1 DOTCOM, Magnate, attore
- 2 CONTE LASCA, Agente d’opera italiano (Baritono)
- 3 ORFEO, Cantante lirico (Controtenore)
- 4 OLYMPIA, Cantante lirica (Soprano di coloratura)
- 5 CARMEN, Cantante lirica (Mezzosoprano)
- 6 VIOLETTA, Cantante lirica (Soprano lirico drammatico)
- 7 TAMINO, Cantante lirico (Tenore)

The creative team for the Production (the "**Creative Team**") is agreed as follows:

Stage Director:	Elisabeth Stöppler
Scenery and Properties:	Hermann Feuchter
Costumes:	Nicole Pleuler
Lights:	Martin Račko
Video design:	Fabio Stoll

- 1.2 This agreement covers the establishment of the basic terms and conditions of cooperation between the Parties for the creation of the production and manufacturing of stage design, scenery, costumes, make up, properties, organization of rehearsals and performances and other effects for the Co-Production (the "**Physical Elements**") and all publicity and marketing included, in connection with coproduction.
- 1.3 The hire of the vocal scores and orchestral material for the Production was already agreed with both parties.

2 Co-Production partner BRATISLAVA is leading producer.

BREGENZ is not actively seeking further partners for the Co-Production. All interested theaters that want to show the production in their theatre will be hire partners. BREGENZ will consider only hire partners outside of the BREGENZ and BRATISLAVA Performance Periods. BREGENZ and BRATISLAVA will participate as partners of the production of other theatres and related conditions in proportions under the conditions laid down in Art. 11 of this Contract.

3 Schedule and performance dates

The initial performances of the Production are scheduled as follows:

BREGENZ: **24 July 2020, 19:30H** (world premiere) & **25 July 2020, 19:30H**

BRATISLAVA: Premiere with up to two performances on **9. & 10. October 2020** plus two additional performances

Rehearsals in BRATISLAVA :

Music rehearsals plus orchestra solo rehearsals: 25 - 30 May 2020
 Arranged rehearsals: 1 – 16 June 2020
 Technical rehearsals: 17 – 18 June 2020
 Piano dress rehearsals: 19 – 20 June 2020

Orchestra solo rehearsals: 6 – 10 July 2020
 Sitzprobe (all'italiana): 13 July 2020
 Stage orchestra rehearsals: 14 – 15 July 2020

Period at Bregenz:

17 July 2020: arrival of the truck and move in at Bregenz;
*Please pay attention to the allowance on driving at Saturdays;
 arrival on 18 July until 15:00H necessary (!); arrival technical crew (ect.)*

19 July 2020: Technical set up (TE); Arrival of soloists, actor, leading team

20 July 2020: ½ days TE, stage rehearsal (without orchestra)
 arrival of orchestra at the evening or morning of 21 July 2020

21 July 2020: piano dress rehearsal + O-Sitz (orchestra)

22 July 2020: Stage orchestra rehearsal + dress rehearsal

23 July 2020: **DAY OFF**

24 July 2020: **Premiere (performance 1)**

25 July 2020: **Performance 2**
 arrival of the truck
 Set up (move out) – Loading the truck, departure at 22:00H on 26th July,
 possible until 27th July 2020

5 – 8 October 2020: rehearsals in BRATISLAVA

Changes has to be agreed between BREGENZ and BRATISLAVA.

4. Design, Construction, Costumes, Lighting of the Production

4.1 BRATISLAVA shall be the **Leading Producer** for the purpose of the whole construction of the Physical Elements (including stage design, costume design, props, make up, lighting etc.). BRATISLAVA will therefore consider the current legal Austrian requirements as instructed by BREGENZ, as well as of the Slovak Republic and all local technical possibilities of the event in BREGENZ, which will be agreed between the technical department of both parties before starting the production process.

The concept presentation (final set design and costume delivery included) will take place in BRATISLAVA on **30th September 2019**. Final designs will be agreed between BREGENZ and BRATISLAVA with all alterations and modifications still necessary to make the Production work within the allocated budget. BRATISLAVA will ensure that the set designer is aware of adaptations and changes that may be necessary to fulfill BREGENZ and BRATISLAVA technical requirements.

4.2 The Physical Elements will be made under the supervision of BRATISLAVA and BREGENZ together. BRATISLAVA will be responsible for the production management and shall consult BREGENZ at all times and with regard to all artistic decisions concerning the Production.

4.3 Scenery and Properties



- 4.3.1 BRATISLAVA agrees to collaborate with BREGENZ in contracting the Scenery and Properties Designer to enable the design of the production.
BRATISLAVA agrees to collaborate with BREGENZ to ensure that the Scenery and Properties Designer works within the allocated Budget.
- 4.3.2 The scenery shall be made up in such a way that it can be used by both parties taking into account that the Physical Elements of the Production might have to be altered by BRATISLAVA in coordination with the Set Designer and BREGENZ.
- 4.3.3 The model and technical drawing costs necessary for construction of the Production are included in the relevant designer's contractual terms (stage design). Any additional costs for necessary alterations for BRATISLAVA and drawings there of shall be borne by BRATISLAVA.

4.4 Costumes

- 4.4.1 BRATISLAVA agrees to collaborate with BREGENZ in contracting the Costume Designer. Final costume designs will be agreed between BRATISLAVA and BREGENZ with all alterations and modifications still necessary to make the Production work within the allocated budget.
BRATISLAVA agrees to collaborate with BREGENZ to ensure that the Costume Designer works within the allocated Budget.

4.5 Lighting

- 4.5.1. BRATISLAVA agrees to collaborate with BREGENZ in contracting the Lighting Designer to design the lighting for the Production and to ensure that he works within the allocated Budget. Any costs resulting from a possible adaptation of the Production shall be borne by BRATISLAVA.

5 Budget, Contributions and Costs

5.1 The Budget

- 5.1.1 The budget for the Physical Elements (“**the Budget**”) is hereby agreed by both parties as shown detailed in Annex 1 and includes all materials and labor costs.

- 5.1.2 If BRATISLAVA, as the Leading Producer, decides to increase the Budget, this does not imply any increase in the contributions of BREGENZ without mutual consent.

5.2 BREGENZ: capitalization contribution to the co-production

BREGENZ' contribution will be **EUR 202.000,- (in words: EUR two hundred and two thousand)** which is a fixed, non-refundable, netto lump sum amount. The amount shall be paid as follows, on receipts of invoices:

- 5.2.1 1st rate (**EUR 20.000,-**) on the signing of this agreement
- 5.2.2 2nd rate (**EUR 62.000,-**) on 1st April 2020
- 5.2.3 3rd rate (**EUR 60.000,-**) on 20th July 2020 (after the set up in Bregenz)
- 5.2.4 4th rate (**EUR 60.000,-**) after the last performance on 25th July 2020 in Bregenz

5.3 Additional contribution and costs to be paid by BREGENZ

BREGENZ shall be responsible for the following costs in addition to the contribution under clause 5.2 and those provided elsewhere in this agreement:

- 5.3.1 Organization and booking of the accommodation for all artists and staff involved in the production for the BREGENZ period.

BRATISLAVA will send an overview of all rooms needed up to **October 2019**.

- 5.3.2 Covering of all travel costs for the travel to BREGENZ and retour for the period of Bregenz (see the list of members in Annex II) – on receipt of invoice until the amount of **EUR 9.300 netto (nine thousand three hundred)**.

- 5.3.3 Covering the costs for any rights of publishing and performing (including producing the hiring material/scores and renting of the material, grand right license and exclusive right to present the world premiere performance) for BREGENZ.

BREGENZ paid already **EUR 24.500 (twenty four thousand five hundred)**.

Covering the costs for the creation of the libretto (in italian). BREGENZ paid already **EUR 15.000 (fifteen thousand)**.

Royalties will be paid by BREGENZ for all performances in Bregenz.

- 5.3.4 The costs of the get-in, build, constructions and finishing of the Production in BREGENZ, all local costs in running the Production and get-out as well as all costs resulting from necessary alterations to fulfil technical requirements and the reinstatement depending on all local possibilities of Bregenz – to be mutually agreed between BREGENZ and BRATISLAVA - of the Physical Elements to their original state and according to the technical rider.

- 5.3.5 BREGENZ may promote the Production in Bregenz through its own marketing materials (season brochures, websites, sponsoring etc) at its own cost; this will not be chargeable to the Co-Production Budget.

BREGENZ covers the costs of the Press and Marketing Campaign in Bregenz – including design, drafting / editing, and producing print materials – in collaboration with BRATISLAVA.

BREGENZ shall create a programme for their presentation in Bregenz at their own cost and shall retain all income from sales at its performances.

Costs incurred by Co-Producers in ‘servicing’ funders approached jointly for the project (tickets, hospitality, etc) shall be shared by those Co-Producers. This includes costs associated with cultivating prospective funders as well as secured funders.

- 5.3.6 If any sponsors are obtained by any of the parties to cover their share of the costs of the Production, such sponsors shall be credited according to mutual agreement between the Leading Producer and Co-Producer on the respective parties’ promotional material along with all other credits as in 13.1, only.

- 5.3.7 BREGENZ covers the costs of cleaning the costumes after the two performances in Bregenz.

5.4 BRATISLAVA capitalisation contribution to the co-production:

- 5.4.1. BRATISLAVA will be responsible for producing the complete design (including stage and costume design, props, make up, Lighting etc., see above clause 5.1.)



- 5.4.2. BRATISLAVA will be responsible for contracting the members of the Creative Team (Leading Team: director, stage designer, costume designer, lighting designer, conductor, composer) for the development of the Production and for the initial presentations by BREGENZ. BRATISLAVA shall be furthermore responsible for contracting AND paying the Creative Team PLUS all other members for this production (Leading team, singers, assistant director, stage manager, repetiteurs, stage design assistant, costume design assistant, musicians, technical staff etc.) including all travels to BRATISLAVA retour and accommodation in BRATISLAVA.
- 5.4.3. BRATISLAVA shall organize the travels to Bregenz and retour for the period in BREGENZ. (BREGENZ will pay the amount of travels, maximum of **EUR 9.300**; see clause 5.3.2.)
- 5.4.4 BRATISLAVA will hire his own theatre orchestra for BREGENZ and BRATISLAVA.
- 5.4.5 BRATISLAVA shall take over the Commission of the composition including all costs of **EUR 45.000**.
- 5.4.6 BRATISLAVA will be covering the costs for any rights of publishing and performing for BRATISLAVA.
- 5.4.7 Royalties will be paid by BRATISLAVA for all performances in Bratislava.
- 5.4.8 BRATISLAVA may promote the Production in Bratislava through its own marketing materials (season brochures, websites, sponsoring etc) at its own cost; this will not be chargeable to the Co-Production Budget.
- BRATISLAVA covers the costs of the Press and Marketing Campaign in Bratislava – including design, drafting / editing, and producing print materials – in collaboration with BREGENZ.
- BRATISLAVA shall create a programme for their presentation in Bratislava at their own cost and shall retain all income from sales at its performances.
- 5.4.9 BRATISLAVA covers the costs of cleaning the costumes after the performances in Bratislava.

6 Transportation, storage, property

Transportation costs shall be borne by BRATISLAVA, including the transportation of the stage, costumes, props etc. to Bregenz and retour. BRATISLAVA shall organize the transport to BREGENZ and both parties have to agree a date of delivery (17th (preferred) or 18th July 2020). BREGENZ doesn't have any opportunity to storage the whole set.

These costs include, in addition to all transportation, any documentation, the preparation of inventories and any taxes, bonds and import or export duties imposed by any government having jurisdiction over the transaction in relation to their own presentation of the Production.

BRATISLAVA is responsible for appropriate especially water- /weather-proof and vermin/pest free storage of the production until it leaves for BREGENZ. The pick-up date after the last performance in BREGENZ must be the **27th July 2020**. This is to be mutually agreed between both parties.

The Co-Producers shall discuss the future disposition of the Production and the Production Elements taking into account any respective Co-Producer's plans at that point for any further revivals of the Production and/or any potential hires of the production to third parties.

The complete setting of the production will be produced and paid by BRATISLAVA and all produced products will be the property of BRATISLAVA. The costs of the storage of the production will be covered by

BRATISLAVA.

7 Insurance

- 7.1 BREGENZ will insure at its own cost against loss or damage of the Physical Elements by all perils or full replacement cost, whichever is the greater, throughout the period of rehearsals and performances in BREGENZ (July 2020).
- 7.2 BRATISLAVA will insure at its own cost against loss or damage of the Physical Elements by all perils or full replacement cost, whichever is the greater, throughout the period of rehearsals (May/June/July 2020) and performances in BRATISLAVA (October & November (assumed) 2020).
- 7.3 The use of any proceeds from insurance claims shall be subject to the agreement of the Co-Producers at the time and shall be used either to reinstate any damage or loss which gave rise to the insurance claim or the proceeds shall be divided between the Co-Producers in the proportion of their contribution to the Budget.

8 Adaptation and Repair

- 8.1 Each of the Co-Producers is responsible for maintaining the Production in a good and useable condition and sending it to the next venue in the original state to be presented on a public stage.
- 8.2 The identification labels of the Co-Producers shall not to be removed from the Physical Elements.
- 8.3 Each of the Co-Producers shall ensure that costumes are always worn with dress preservers. No alterations are to be made to the principals' costumes without the prior approval of both parties or the Costume Designer.
- 8.4 Each of the Co-Producers shall be responsible for making good any damage to the Physical Elements at their own expense, and any costs incurred by any of the Co-Producers in repairing damage not made good by the Co-Producer immediately previously presenting the Co-Production shall be chargeable to the Co-Producer immediately previously presenting the Co-Production.

9 Indemnity

BREGENZ and BRATISLAVA shall indemnify each other in respect of all costs, claims and damages arising from its breach of this agreement.

10 Revivals, Hire or Sale to a Third Party

BRATISLAVA, as the Leading Producer, will retain control over any further exploitation of the Production, in particular through hiring it out to other parties. BRATISLAVA will consult BREGENZ about the schedule for these exploitations, ensuring that the prior interest of such partners is protected and BRATISLAVA shall be responsible for determining the rates to be charged for such exploitation. BRATISLAVA as Leading Producer shall announce a contact person for all handling. (tbc: Denisa Macho, production manager, Email: denisa.macho@snd.sk) Any proceeds received in respect of exploitation will be shared between the Co-Producers in proportion of **BREGENZ: 60% and BRATISLAVA: 40%.**

10.1 Future revivals of the Co-Production by Co-Producer

BRATISLAVA is interested in taking the Co-Production into his repertoire for which the following guideline shall apply:

10.1.1. The above stated Co-Producers shall mutually agree on a revival schedule of the co-production in the case of performances other than those included in the co-production in the repertoire of the Slovak National Theater, as well as in the case of other options (in particular renting the co-production to a third party) to ensure availability of the Co-Production to the respective Co-Producer at the requested time, also allowing for potential hire periods for third-party revivals of the Co-Production with regard to performance and summary of co-production into the repertoire of SND. BRATISLAVA as the Leading Producer will inform BREGENZ to share the Co-Production among themselves', hence requests that BRATISLAVA shall keep BREGENZ updated on the progress of these arrangements at all times.

10.1.2. All costs deriving from future potential and/or confirmed revivals by one of the Co-Producers including all transportation, storage, refurbishment, repair, insurance and the likes are to be borne by the respective Co-Producer.

10.2 Hire of the Co-Production

Unless otherwise agreed in writing between the Co-Producers, at the time of a proposed hire to a third party the Leading Producer shall:

10.2.1 Negotiate the proposed financial terms of such hire;

10.2.2 Obtain the written consent of the Co-Producers in relation to their approval of the hire and the availability of the Physical Elements during the dates of the proposed hire.

10.2.3 Enter into an agreement with the proposed hirer on behalf of the other Co-Producers in form and substance satisfactory to all Co-Producers.

10.3 Any revenue arising from any hire of the Physical Elements and the license of rights in the Co-Production must be shared between the Co-Producer as written in clause 11.

10.4 The transportation and insurance costs in relation to any hire to a third party will be borne by that third party.

10.5 Sale of Physical Elements

10.5.1 The Co-Producers may by mutual agreement in writing arrange for the sale of the Physical Elements and the rights in the Co-Production to a third party.

10.6 Destruction of Physical Elements

10.6.1 If BRATISLAVA no longer sees the prospect of renting or selling, continuing the repertoire or taking over the repertoire, it is entitled to address BREGENZ with a request to comment on the destruction of the 'Physical elements'. In the event that BREGENZ is not interested in the "Physical elements" of the co-production, or if BREGENZ does not respond to the call within 30 days of receiving the Call, BRATISLAVA is entitled to destroy the Physical elements. The costs will be covered by BRATISLAVA.

11 Sponsors and Credits

11.1. In all programs and other publicity material the Production shall be credited as "*a Co-Production of Bregenzer*"

Festspiele and Slovak National Theatre, Bratislava". The icon of each party has to be the same size on all print medias.

- 11.2. Bregenz is obligated to use within communication and propagation of the Production the name of BRATISLAVA as follows:

Slovenské národné divadlo, Bratislava
Slowakisches Nationaltheater, Bratislava
The Slovak National Theatre, Bratislava

In case of using the abbrev only allowed form is "SND".

12 Media

- 12.1 It is agreed that each party shall have full local and national rights for radio and television broadcasts, internet streaming and big-screen relays of their own presentation of the Production within their own country, which they may arrange without reference to the other party.

For the avoidance of doubt in the case of BREGENZ, local radio rights are deemed to cover Switzerland and Germany, as well as Austria - provided that BRATISLAVA shall be responsible for the clearance of all relevant performing rights (included in all contracts).

It is also agreed, that each party shall have full worldwide rights for radio and television broadcasts, internet streaming for a maximum duration of 8 minutes of an extract of the audiovisual recording, audiovisual work or transmission of the Production for promotional and presentation purposes related to the Production under this co-production contract.

Any other use of the Production by BREGENZ than specified in this Contract shall be subject to prior consultation of BREGENZ with the BRATISLAVA regarding the rights granted by the authors and artists to the parties.

Each party will provide **6 complimentary tickets** for the premiere of the other Co-Production-Partner.

- 12.2 Subject to clause 13.1 BREGENZ retains the right to exploit all available world-wide media rights for the dissemination of the Production. Any rights which have not been or will not be exploited by BREGENZ may be taken up in turn by the other Co-Producers by mutual agreement.

13 Suspension of contract

Until the first performance of the Co-Production scheduled to take place on **24th July 2020**, either party shall be entitled to cancel or terminate this contract or suspend its operation due to any Act of God, death of any member of the creative team, natural disaster, governmental action, industrial dispute, outbreak of war, civil commotion or any other circumstances beyond their control which prevents, delays or interrupts the Production.

14 Severability clause

If any provision of this contract shall be held to be invalid, the validity of the contract as a whole shall not in any way be affected or impaired thereby. The contractual partners are obliged to set up a valid provision in place of the invalid one that comes as close as possible to the original meaning.

15 Law and Arbitration

- 15.1 In case of any change of generally binding regulations, the relevant provisions of this Contract shall be, if

necessary, brought into compliance, and other contractual provisions will remain in force. Invalidity of any provision/s of the Contract shall not invalidate the whole Contract.

- 15.2 All disputes arising from breaching of any provision/s of this Contract by any of Contracting Parties shall be settled by them at first and the foremost by mutual agreement. Resolving the disputes arising from this Contract shall appertain to the competent Court of the SND in the Slovak Republic.

16 Final provisions

- 16.1 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). The Contracting parties are fully aware of the fact that disclosure/publishing of the Contract is mandatory according to the Slovak legal law/regulations and they agree with its disclosure/publishing in the Central Registration of Contracts under legal acts, i.e. they have no reservations/stipulations against that.
- 16.2 This contract is made out in three counterparts in English language, one is for the BREGENZ and two is for the BRATISLAVA.
- 16.3 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.
- 16.4 Any relevant changes and amendments to this Contract shall be made as mutually agreed in writing in the form of signed and numbered amendments.

Signatures on behalf of BRATISLAVA

Place & Date: Bratislava,

.....
Ing. Vladimír Antala, General Director

.....
Rastislav Štúr, Director of Opera

Signatures on behalf of BREGENZ

Place & Date: Bregenz,

.....
Michael Diem, Managing Director

.....
ppa. Susanne Schmidt, Director of Opera