

AGREEMENT FOR THE PERFORMANCE OF THE THEATRE PLAY TITLED

“MOTHERS A SONG FOR A WAR TIME”

Procedure number 1/2024

PLACE AND DATE

Barcelona, at signature's date

IDENTIFICATION OF THE PARTIES

FUNDACIÓ TEATRE LLIURE – TEATRE PÚBLIC DE BARCELONA with corporate domicile at Plaça Margarida Xirgu n.1, E-08004 Barcelona, Spain, with VAT Number ESG58658931, represented by Valeri Viladrich, acting in his quality of Executive Manager in its name and behalf (hereinafter, the LLIURE).

Fundacja CHÓR KOBIEĆ with its registered office in Warsaw at ul. Garbarska 3/7, 00-306 Warszawa, entered into the register of associations of the National Court Register kept by the District Court for the capital city of Warsaw, XII Commercial Division of the National Court Register under KRS number 0000576230, REGON number 362541280, VAT number 5223038918, represented by Marta Julita Górnicka President of the Management Board (hereinafter, the CONTRACTOR).

PROOF OF CAPACITY

Both parties mutually acknowledge their legal capacity to enter into contracts and to be bound by the terms and conditions provided in this contract.

RECITALS

- I. The LLIURE, after processing the corresponding public tender procedure, has awarded to the CONTRACTOR the contract for the performance of the theatre play “MOTHERS A SONG FOR A WAR TIME”, under the procedure number indicated at the beginning of this document.
- II. The CONTRACTOR has provided the LLIURE with all the documentation required before the execution of this contract.

CLAUSES

1. Scope of the contract

The CONTRACTOR undertakes before the LLIURE to provide the service for the performance of the theatre play “MOTHERS A SONG FOR A WAR TIME” with strict observance of the administrative terms and conditions (hereinafter, the ATC) and the technical specifications (hereinafter, the TS) approved and the offer submitted, including any improvements if they exist, attached to this contract as annexes II, III, respectively.



The foregoing list orders the documents that make up the contract according to their priority, for the purposes of article 35.1.e) of Law 9/2017, on 8 November, on public sector contracts, transposing to the Spanish legal system the directives of the European Parliament and the Council 2014/23/EU and 2014/24/EU, of 26 February 2014 (hereinafter, the LCSP).

2. Applicable regulations

This contract is of a private nature and is governed by article 26.3 LCSP and by ATC and the TS approved within the procurement procedure.

Article 26.3 LCSP provides that the legislation applicable to the contract shall be Title I of the Third Book, articles 316 *et seq.* LCSP regarding its preparation and award; with regard to its effects and termination, it shall be governed by the private-law rules referred to in article 319.1 of the LCSP on environmental, social or labour matters, relating to special conditions for performance, modification of contract, assignment and subcontracting, streamlining of technical aspects of procurement; and the reason for termination of the contract referring to the impossibility to provide the service as initially agreed when it is not possible to modify the contract, shall be governed by articles 204 and 205 LCSP.

3. Price and terms of payment

According to the CONTRACTOR's offer, the price for the performance of the contract is FORTY-NINE THOUSAND FIVE HUNDRED AND FIFTY EUROS (€49.550), excluding the VAT legally applicable and any withholding tax if applicable. This price covers the exhibition of 2 performances of the theatre play at the Teatre Lliure.

The LLIURE shall directly pay to the CONTRACTOR:

a) The professional fee: (€36.000)

The LLIURE will deduce from this fee the cost of the direct hiring of Polina Shkliar, as the LLIURE will directly recruit her.

The LLIURE shall pay the above-mentioned amount the first working day after the last performance of the PRODUCTION, upon receipt of the corresponding invoice, by means of International Bank transfer to the Bank account number owned by the CONTRACTOR.

b) The LLIURE shall pay in concept of Per diems the amount of EIGHT THOUSAND TWO HUNDRED FIFTY EUROS (€8.250), 33 people maximum as detail at the Annex IV of the TS, on date of signature of the contract upon receipt of the corresponding invoice.

The LLIURE will deduce from this fee the cost of per diems of Polina Shkliar, as the LLIURE will directly pay per diems to her.

The LLIURE shall directly pay to others:



c) The LLIURE shall pay directly to the CONTRACTOR provider, in concept of transport of set and equipment up to a total gross, of FIVE THOUSAND THREE HUNDRED EUROS (€5.300).

d) The LLIURE shall organize and pay the travels for the members of the company (maximum 33 people), as indicated in ANNEX I

e) The cost of the copyright protected material included in the work, after the performances the LLIURE shall pay the 10% of the net box-office receipts for the show, that is, after deducting the relevant taxes.

General payment conditions established in article 25 of the ATC apply.

4. Term of contract

- a. This contract shall have the duration indicated in clause 3 of the TS.
- b. The LLIURE is aware that the conductor-director is in the audience area during the whole show in an agreed place with the director and technical team of the company and undertakes to exclude seats where visibility may be limited, as confirmed in the Annex II of the TS, Configuration on the Auditorium and the Annex III of the TS, Technical Rider accepted.
- c. The artistic list referred to in clause 2 of the TS is updated on the Annex II.

5. Causes for modification.

This contract can be modified during its term in the cases legally established by article 203.1 LCSP and in the cases stipulated in clause 27 of the ATC.

Any amendments of the contract must be executed in writing.

6. Causes for termination.

The causes for termination of the contract, their implementation and effects are as indicated in clause 28 of the ATC.

As an except to the foregoing, in case of cancellation, total or partial, by force majeure, understood as the concurrence of events that the parties have not been able to predict or avoid. In this case, the parties are released from compliance with the obligations acquired under this contract and without the right to claim anything in compensation or for any other concept.

7. Penalties

The breach or defective performance, and the delayed performance of the contract by the CONTRACTOR shall entail the penalties established in articles 192, 193 and 194 of the LCSP.



8. Jurisdiction

According to article 27 LCSP, the administrative judicial jurisdiction shall be the one competent to resolve any litigious issues arising from the preparation, award and modification of the contract.

The civil jurisdiction shall be the competent to resolve any disputes arising in relation to the effects and termination of the contract.

In both cases, the courts, and tribunals territorially competent shall be those of the city of Barcelona. The parties waive any other jurisdiction or privilege to which they may be entitled.

CONSENT AND SIGNATURE

By way of consent, both parties sign this contract in two counterparts with a single purpose, in the place and on the date mentioned in the heading or in the signature.

FUNDACIÓ TEATRE LLIURE
TEATRE PÚBLIC DE BARCELONA

FUNDACJA CHÓR KOBIET

Valeri Viladrich Santallusia

Marta Julita Górnicka



ANNEX I

TRAVEL LIST

		sortida	trajecte	sortida	trajecte
GÓRNICKA	MARTA	25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
YELYZAVETA	KOZLOVA	25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
Valeriia	Obodianska	25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
BOHDANA	ZAZHYTSKA	25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
SVITLANA	ONISCHAK	25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
NATALIA	MAZUR	25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
YULIIA	RIDNA	25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
ALIAKSANDRA	CHERKAS	25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
PALINA	DABRAVOLSKAYA	25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
KATSIARYNA	ALEINIKAVA	25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
KATERYNA	TARAN	25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
HANNA	MYKHAILOVA	25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
ANASTASIIA	KULINICH	25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
MARIA	TABACHUK	25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
Katarzyna	Jaźnicka	25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
Aleksandra	Sroka	25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
Elena	Zui-Voitekhovskaya	25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
subtitles - to be confirmed		25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
KAMILA	MICHALSKA	25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
MARIA	Robaszkiewicz-Kowarska	25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
EWA	KONSTANCIAK	25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
POLINA	SHKLIAR	25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
ANDRII	SHKLIAR	25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
TOMASZ	SIEROTKO	25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
PIOTR	SAWICKI ?	25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
ARTUR	SIENICKI ?	25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
tour manager		25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
vestuario		25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
asistente		25/03/2024	WRO-BCN	29/03/2024	BCN-WAW
SVIATLANA	BERESTOVSKA	25/03/2024	WRO-BCN		
EVELIN	Facchini	25/03/2024	WRO-BCN	29/03/2024	BCN-BERLIN
JOANNA	PIECH-SŁAWECKA	26/03/2024	POZNAN-BARCELONA	29/03/2024	BCN-POZNAN 29/03
ANNA	GALAS-KOSIL	25/03/2024	WAW-BCN	29/03/2024	BCN-WAW



ANNEX II

UPDATE ARTISTIC LIST

CAST

Katerina Aleinikova
Svitlana Berestovska
Sasha Cherkas
Palina Dabravolskaja
Katarzyna Jażnicka
Ewa Konstanciak
Liza Kozlova
Anastasiia Kulinich
Natalia Mazur
Kamila Michalska
Hanna Mykhailova
Svitlana Onischak
Kateryna Taran
Valeriia Obodianska
Yuliia Ridna
Maria Robaszkiewicz
Polina Shkliar
Aleksandra Sroka
Maria Tabachuk
Bohdana Zazhytska
Elena Zui-Voitekhovskaya

LIBRETTO

Marta Górnicka & Ensemble

MUSIC

Wojciech Frycz, Marta Górnicka, traditional Ukrainian, Belarusian and Polish music, and a quotation from Mykola Leontovych's Shchedryk

CHOREOGRAPHY

Evelin Facchini

SETTING

Robert Rumas

COSTUMES

Joanna Załęska

LIGHTING

Artur Sienicki

VIDEO AND VIDEO DOCUMENTATION



Michał Rumas and Justyna Orłowska

VIDEO PROJECTIONS

Michał Jankowski

DRAMATURGY ADVISORS

Olga Byrska and Maria Jasińska

VOCAL COACH

Joanna Piech-Sławecka

DIRECTOR ASSISTANT AND STAGE MANAGER

Bazhena Shamovich

CHOREOGRAPHY ASSISTANT

Maria Bijak

MOVEMENT WORKSHOP

Krystyna Lama Szydłowska

LIBRETTO TRANSLATIONS

Olesya Mamchych (Ukrainian), Maria Pushkina (Belarusian), Aleksandra Paszkowska (English) and Olaf Khul (German)

UKRAINIAN ETHNOMUSICOLOGY CONSULTATION

Anna Ohrimchuk

UKRAINIAN CHILDREN'S GAME CONSULTATION

Venera Ibragimova

IN-REHEARSAL INTERPRETER

Marharyta Huretskaya

SUBTITLES

Zofia Szymanowska (English) and Noucinemart (Catalan)

MANAGEMENT

Marta Kuźmiak and Iwa Ostrowska (CHORUS OF WOMEN Foundation) and Magdalena Płysewska (Teatr Powszechny)

MENTIONS



A reading of the libretto of Marta Górnicka's play took place at the Avignon Festival on 23 July 2023

World premiere on 29 September 2023, Teatr Powszechny, Warsaw (Poland)

PRODUCTION

CHORUS OF WOMEN Foundation (Warsaw) and Maxim Gorki Theater (Berlin)

IN CO-PRODUCTION WITH

Teatr Powszechny (Warsaw), Festival d'Avignon, Maillon Theatre De Strasbourg Scene europeenne, Spring Performing Arts Festival (Utrecht) and Tangente St. Polten – Festival Fur Gegenwartskultur (Austria)

SUPPORTED BY

Teatr Dramatyczny (Warsaw), Nowy Teatr (Warsaw), Ukrainian Institute For Freedom Foundation (Warsaw) -an independent public non-profit working for migrants from Ukraine, Chechnya, Belarus, Tajikistan who have settled in Warsaw-, "Przystanek Światlica" -a recreation center for migrant children and adolescents-, The "Sunflower" Solidary Community Center -supporting for the Ukrainian artist community in Warsaw

CO-FUNDED BY

City of Warsaw