

**AGREEMENT FOR THE PERFORMANCE OF THE THEATRE PLAY TITLED**  
**“LA VIE INVISIBLE”**

**Procedure number 22/2025**

**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 Ms.Bet Orfila Puche, acting in his quality of Executive Manager in its name and behalf (hereinafter, the LLIURE).

SCIC SARL LA COMEDIE DE VALENCE with corporate domicile at Place Charles Huguenel (26000) Valence, with identification number FR 73 384 611 778, represented by Marc Lainé, of full age, acting in her quality of Director (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 “LA VIE INVISIBLE”, 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 “LA VIE INVISIBLE” 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, attached to this contract as annexes I, II and 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 THIRTY-NINE THOUSAND THREE HUNDRED TWENTY-TWO EUROS AND THIRTY CENTS (39.322,30€), excluding the VAT legally applicable and any withholding tax if applicable.

This amount include:

a) The professional fee: (28.500,00 €)

Includes professional fees and wages of technical and artistic staff, medical insurance, insurance fees, atrezzo and costumes, cost of adapting scenography to stage or the parking for the scenography transport if is needed and any other costs and expenses resulting from the performances at the LLIURE.

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 perdiems and allowances of the members of the crew: (3.912,30 €)



c) The LLIURE shall pay to the CONTRACTOR, in concept of touring costs, travels and flights of the members of the crew, up to a total gross upper limit of (3.410,00 €) and shall reimburse such costs upon reception of the corresponding due invoices.

d) The LLIURE shall pay to the contractor the amount of (3.500,00 €) in concept of Scenography transport

This amount does not include:

f) 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.

Payment calendar agreed between the two parties:

Fee: 28.500€ (end performances 5/10/25)

Per diems: 3.912,30€ (company arrive 23/09/25)

Transport and travels: 3.500€ / 3.410€ (real costs)

An application for a grant has been submitted to the Institut Français, and if awarded, the amount granted shall be deducted from the total sum (-4.500€), and a grant can be Agefiph, pending amount according to the expenses incurred.

#### **4. Term of contract**

This contract shall have the duration indicated in clause 3 of the TS.

#### **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

SCIC SARL LA COMEDIE DE VALENCE

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Bet Orfila Puche

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Marc Lainé