

## ARTISTIC REPRESENTATION CONTRACT

### GATHERED

On one side, Mr. Valentí Oviedo Cornejo, in his capacity as General Director of **the FUNDACIÓ DEL GRAN TEATRE DEL LICEU**, with tax ID G-60754223 and address at La Rambla number 51-59, Barcelona (08002), by virtue of the power of attorney granted before the notary of Barcelona, Mr. Manuel-Àngel Martínez García, on April 19, 2018, under number 1,076 of his protocol, hereinafter referred to as “EL LICEU” or “FGTL”.

And on the other side, Ms Martha Wilson, in her capacity as Executive Producer of the company **MANCHESTER INTERNATIONAL FESTIVAL, TRADING AS FACTORY INTERNATIONAL**, with address at AVIVA STUDIOS, WATER STREET, MANCHESTER, M3 4JQ, UK, hereinafter referred to as the “CONTRACTOR”.

Both parties mutually acknowledge that they have sufficient capacity to contract and assume obligations, therefore agreeing to formalize this contract according to the following terms.

### DECLARE

I.- The FGTL is a private Catalan cultural foundation whose main purpose is to promote and carry out all initiatives that contribute to the promotion and enhancement of culture and, more specifically, operatic culture, the cultivation of which has historically been one of the distinguishing features of Barcelona, and which has allowed the Gran Teatre del Liceu to be recognized as a reference institution in the operatic world.

One of the Foundation's specific purposes is the organization of the theater's regular seasons, and for this purpose it needs to hire the **ARTISTIC SERVICES OF MARINA ABRAMOVIĆ** and the **BALKAN EROTIC EPIC COMPANY**, made up of dancers, singers, performers and musicians managed by Manchester International Festival, for the performance of the work **BALKAN EROTIC EPIC**, scheduled within the 2025-26 season.

II.- For this purpose, the FGTL has called for a negotiated procurement procedure without prior publication or competition, in accordance with the provisions of Article 168 a) 2º, for artistic reasons, of Law 9/2017, of November 8, on Public Sector Contracts.

III.- Manchester International Festival, trading as Factory International, is the company that holds the exclusive representation in Spain of the aforementioned COMPANYY.

IV.- Following the corresponding procedures, the Contracting Body of the Fundació del Gran Teatre del Liceu has adopted the decision to award the contract for the artistic representation of the work "BALKAN EROTIC EPIC" to Marina Abramović and the BALKAN EROTIC EPIC COMPANYY, through the company Manchester International Festival, trading as Factory International, as the exclusive representative of the COMPANYY in Spain.

V.- The CONTRACTOR has proven before the Contracting Body its capacity and legal authority to contract and assume obligations, particularly for the execution of this contract.

VI.- For all these reasons, both parties proceed to formalize this contract, which is subject to the following,

## CLAUSES

### FIRST.- OBJECT

The purpose of this contract is to regulate the conditions related to the artistic representation contract of the work "BALKAN EROTIC EPIC" by the COMPANY, composed of Marina Abramović and various dancers, which will be performed at the Liceu under the following conditions:

Work: Balkan Erotic Epic

Author/s of the work: Marina Abramović

**Marina Abramović** Artist / Director / Concept / Design  
**Georgine Maria-Magdalena Balk** Associate Director  
**Blenard Azizaj** Choreographer  
**Billy Zhao** Durational Performance Director  
**Nabil Elderkin** Film Director  
**Marko Nikodijević** Composer  
**Luka Kozlovački** Composer / Sound Designer  
**Urs Schönebaum** Lighting Designer  
**Anna Schöttl** Set Designer  
**Roksanda Ilinčić** Costume Designer  
**Sonia Alcón & Fredrik Nordbeck** Animation  
**Marco Anelli** Photography  
**Svetlana Spajić** Creative Consultant / Singer  
**Aleksandar Timotic** Creative Consultant / Singer  
**Elke Luyten** Performance Artist / Co-Creator of the Role  
**Maria Stamenković Herranz** Performance Artist / Co-Creator of the Role  
**Rowan Schratzberger** Assistant Choreographer  
**Helene Schönebaum** Assistant Set Designer  
**Tigger Blaize** Intimacy Coordinator  
**Shanti Freed** Costume Collaboration and Supervisor  
**Rafi Gokay Wol** Creative Consultant / Executive Producer for Marina Abramović  
**Yasemin Kandemiroğlu** Creative Consultant / Producer for Marina Abramović

Number of performances: FOUR (4) performances and a premiere for an under-35 audience

Work schedule (subject to Annex I and Annex II): Period: from January 8 to 30, 2026

January 8, 2026 Unloading  
January 9-10, 2026 Pre-assembly  
January 13 and 14, 2026 Assembly, Lighting, Video, Sound  
January 17, 2026 Technical Rehearsals (with full tech setup)  
January 20, 2026 Technical Rehearsals (with full tech setup)  
January 21, 2026 Technical Rehearsals (with full tech setup)  
January 22, 2026 Technical Rehearsals (with full tech setup)  
January 24, 2026 Premiere  
January 24-30, 2026 Performances (excluding 25<sup>th</sup> and 27<sup>th</sup>)  
Night of January 30-31, 2026 Dismantling  
January 31 (morning), 2026 Loading

Days and times of the performances:

January 24, 2026 at 19:00  
January 26, 2026 at 19:30 (under 35)  
January 28, 2026 at 19:30  
January 29, 2026 at 19:30  
January 30, 2026 at 19:30

The schedule may be modified by the LICEU if necessary in consultation with the Manchester International Festival.

Venue: Gran Teatre del Liceu, Barcelona.

The show will have an approximate duration of 4 hours.

This contract will be executed in accordance with the following attached documentation, which has contractual effect:

- Rehearsal and performance schedule including crew needs (Annex I)
- Technical rider (Annex II)
- Book of specific administrative clauses (Annex III)

## SECOND.- OBLIGATIONS OF THE CONTRACTOR

The CONTRACTOR, as the exclusive representative of the COMPANY in Spain, shall be responsible for complying with the following obligations:

1. Make the COMPANY's services available to the LICEU for the performance of the functions indicated in the first clause.
2. Ensure that the COMPANY complies with the following conditions:

a- To respect the cast list and the title of the work as stated in the first clause, so that any changes to the cast list or program will be agreed upon by mutual consent.

b- To provide the show fully staged and assume artistic responsibility for the performance and/or interpretation. The show will include the sets, costumes, furniture, and props, and generally all elements necessary for its performance.

c- The COMPANY is obligated to the LICEU, on its own behalf and on behalf of each and every one of its members, to:

- Work harmoniously with the Artistic Direction, Production, and Technical Direction of the LICEU.
- Respect the artistic and technical schedule of the LICEU.
- Comply with the internal operating rules of the LICEU.
- Accept and adhere to the customs and entertainment legislation in force in Catalonia.
- Be present in Barcelona on the dates agreed with the Artistic Direction.
- Not leave the city of Barcelona during the period referred to in the first agreement without prior written permission from the LICEU.
- Not participate in any public event related to the object of this contract (conferences, press conferences, etc.) without prior written permission from the LICEU, during the same period referred to in the first clause.
- Complete all necessary procedures and arrangements to obtain (if applicable) passports, authorizations, and all documentation required for travel and performances in Barcelona.
- The COMPANY guarantees that all persons who are part of it, neither at the time of hiring their services nor during the entire period of their provision, have or will have formalized any type of contract, pre-contract, or document, nor any verbal commitment that could affect, limit, or condition the fulfilment of the obligations of this contract, so that the services of all of them will be available on the agreed dates to carry out the assignment they receive at this moment. However, in the event that this is not possible for any reason (illness, injury, absenteeism, etc.), the COMPANY undertakes to anticipate and resolve, in agreement with the theater, any possible contingencies that may arise, so that rehearsals and performances can proceed normally.

3. The CONTRACTOR will be responsible for settling the fees, visa costs of the COMPANY's artists, as well as any other necessary expenses.
4. The CONTRACTOR declares that the COMPANY is in possession of all the authorizations and administrative permits for the activity to be carried out.

### THIRD.- OBLIGATIONS OF THE LICEU

The LICEU commits to fulfilling the following obligations:

- Organization of the performance within the framework of the artistic season in which it is scheduled, providing the CONTRACTOR and the COMPANY with the performance space in perfect working condition to be used during the staging, if the performance requires it, rehearsals, if they have been established, and performances.
- Provide the COMPANY with the staffing and technical equipment necessary for the stage/room according to the technical requirements agreed with the CONTRACTOR (Annex I and Annex II).
- Loading and unloading of materials in Barcelona, as well as the expenses for the stage personnel required, if applicable, for assembly and disassembly, if established in the second clause.
- Reception of the public, ticket sales, and security services.
- Make available the instruments, props, or other elements necessary for the show as agreed with the CONTRACTOR and as defined, if applicable, in the first clause.
- Organization of the communication and publicity events necessary for the concert covered by the contract.
- Inclusion in the program of the logos of the entities that, if applicable, support the project.
- Inclusion in the program of the names of the members of the COMPANY, as agreed with the LICEU.
- The technical execution of the show will be carried out, as agreed by both parties, according to the Technical Specifications and the Work Plan of the LICEU's Artistic Direction.  
safety.

### FOURTH.- DURATION

The contract term begins upon its signing and will end with the final performance on January 30, 2026.

### FIFTH.- PRICE, INVOICING, PAYMENT METHOD, AND OTHER EXPENSES

#### 4.1. FEE

The CONTRACTOR will receive a total and maximum amount of **TWO HUNDRED THREE THOUSAND FIVE HUNDRED TWENTY-SIX AND THIRTY-ONE CENTS EUROS GROSS (€203.526,31)** for all performances. This amount is broken down as follows:

- Fees for all performances, valued at **EIGHTY-ONE THOUSAND FIVE HUNDRED SEVENTY-EIGHT AND NINETY-FIVE CENTS GROSS (€81,578.94)**.

- Per diem allowances for the entire company, valued AT FIFTY-ONE THOUSAND TWO HUNDRED TEN AND FIFTY-THREE CENTS GROSS (€ 51.210,53).
- Rental of the physical elements, valued at FOURTY THOUSAND EUROS GROSS (€ 40.000).
- Rental of telephone pouches, valued at SIX THOUSAND EUROS GROSS (€ 6.000).
- Travel as indicated hereunder (5.2)
- Loading at the point of origin as indicated hereunder (5.2)

## 5.2. OTHER EXPENSES

The expenses arising from the performance of the show will be covered as follows:

Production Transport: The LICEU will be responsible for covering the cost of all transport operations for the production from Manchester to the LICEU and from the LICEU to Manchester, unless otherwise agreed.

Accommodation: The LICEU will be responsible for booking and paying for accommodation for all members of THE COMPANY. Accommodation will be guaranteed for a maximum of 58 people in apartments or hotel(s) (minimum three-star category\*\*\*) for the entire duration of the performances. Marina Abramović and her personal assistant will be entitled to five-star category accommodation for the duration of their stay.

Travel: The CONTRACTOR will be responsible for booking and purchasing air travel to Barcelona and back to the city of origin of the COMPANY members, the cost of which will be borne by the LICEU. The LICEU undertakes to pay the CONTRACTOR up to a maximum OF **NINETEEN THOUSAND SEVEN HUNDRED THIRTY-SIX AND EIGHTY-FOUR CENTS EUROS GROSS (€19,736.84)** upon presentation by the CONTRACTOR of the corresponding proof of payment. This cost will include the fee for a freelance member of staff to undertake the booking on the CONTRACTOR's behalf.

Company Transfers:

- Transfer managed by LICEU, Airport-Barcelona (hotel): the cost will be borne by LICEU.
- Transfer managed by LICEU, Barcelona (hotel)-Airport: the cost will be borne by LICEU.

Personnel for loading/unloading materials:

- At LICEU: the cost will be borne by LICEU.
- At the point of origin: the cost will be borne by the LICEU valued at 5.000 EUROS (€ 5.000). This amount will be paid once the production is been returned, not before January 30<sup>th</sup> 2026, upon presentation of invoice.

Assembly/disassembly: The costs will be borne by LICEU.

## 5.3. INVOICING AND PAYMENT TERMS

The LICEU agrees to make the payments as detailed below, upon presentation of the corresponding invoices, by bank transfer to the CONTRACTOR's account number, as follows:

• First payment of gross	20.352,63 €	on 19/12/2025
• Second payment of gross	101.763,16 €	on 09/01/2026
• Third payment of gross	40.705,26 €	on 23/01/2026
• Fourth payment of gross	35.705,26 €	on 30/01/2026
• Fifth and final payment of gross	5.000 €	on 25/02/2026

For these payments to be processed, the corresponding invoices must be presented. The invoices will be issued by the CONTRACTOR, who will be responsible for managing any applicable withholdings required by current legislation.

## **FIFTH.- TICKET PRICING POLICY**

The LICEU is the sole owner of the pricing and box office revenue policy. The LICEU will provide the CONTRACTOR and/or the COMPANY with 15 tickets for opening night and 10 tickets for each subsequent performance in preferred seating. The COMPANY will be responsible for distributing the tickets provided by the LICEU directly to its respective guests.

## **SIXTH.- ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

The COMPANY expressly authorizes the LICEU to record up to ten minutes and publicly communicate excerpts of the work not exceeding three minutes in length by any means, provided it is for informational, educational, or promotional purposes (without commercial intent). The LICEU does not have permission to record any content that features any level of nudity from any performers. Any recordings must be approved by the CONTRACTOR for any use.

Should the audiovisual recording be used for purposes other than those agreed upon in the preceding section, the Parties must formalize this in a separate contract.

## **SEVENTH.- IMAGE RIGHTS OVER PHOTOGRAPHS**

The CONTRACTOR/COMPANY only grants permission to Marco Anelli to take photographs of the COMPANY members at the Theater during rehearsals and/or during the performance for archival, promotional, or informational purposes related to the performance itself. These images must always be approved by the COMPANY or the CONTRACTOR.

Under no circumstances is the commercial exploitation of the COMPANY's image authorized.

For its part, the LICEU undertakes to provide the COMPANY with a copy of the photographs expressly approved by the COMPANY and expressly authorizes their use.

## **EIGHTH.- LABOR AND TAX OBLIGATIONS**

Throughout the entire duration of the contract, the CONTRACTOR must be up to date with all applicable tax, labor, social security, and health and safety obligations and will be strictly and exclusively responsible, without any charge to LICEU, for any breach of these obligations.

Furthermore, the CONTRACTOR agrees to use best endeavours to it undertakes to ensure that the COMPANY and its members are up to date with compliance with the tax, labor and social security obligations that may apply to them, guaranteeing that the members of the COMPANY have no relationship or employment link with the LICEU, exempting the latter from all responsibility.

The CONTRACTOR will provide LICEU with the positive certificate of being up to date with its own tax obligations issued by the Administration for the purposes of compliance with article 43.1.f of the General Tax Law 58/2003 of December 17, at any time when it is required for this purpose.

In accordance with Law 54/2003 of December 12, reforming the regulatory framework for occupational risk prevention, and Royal Decree 171/2004 of January 30, which implements Article 24 of Law 31/1995 of November 8, on occupational risk prevention, the CONTRACTOR and the Company are obligated to comply with current regulations regarding occupational risk prevention. The CONTRACTOR declares:

1. To ensure that all members of the COMPANY comply with the social security payment obligations for all personnel who need access to the Theatre.

2. To commit to providing all personnel who need access to the Theatre with the necessary information regarding workplace hazards, as well as the applicable preventive and emergency measures during the performance, setup, and dismantling of the show, which will be provided by the Liceu.

3. To expressly commit to complying with the Theatre's internal health and safety regulations, as well as all current legal provisions regarding occupational risk prevention that are applicable to their work.

4. Ensure that all staff, both technical and artistic, participating in the stage production have been informed and trained in preventative measures and possess the necessary medical fitness for the tasks they perform. In accordance with Article 22 of Law 31/1995, of November 8, on Occupational Risk Prevention, for any person whose artistic activity involves work at heights exceeding two (2) meters, the CONTRACTOR must provide a medical certificate of fitness attesting to their physical capacity to perform such tasks. The medical examination must be conducted by a qualified physician. The CONTRACTOR must submit a medical certificate for each member of the company—excluding test results—signed by the physician, expressly stating that the worker is “fit for work at heights,” and including the physician's full name, signature, and professional registration number.

## **NINTH. - SPECIFIC NATURE OF THE RELATIONSHIP BETWEEN FGTL AND THE CONTRACTOR'S WORKFORCE**

Both parties expressly state that no employment or dependency relationship is created between the CONTRACTOR's workforce and FGTL. The CONTRACTOR, in its capacity as employer, is responsible for all duties and obligations arising from its employment relationship with its workers. Likewise, no employment or dependency relationship is created between the COMPANY's members and FGTL.

The COMPANY is responsible for the duties and obligations of its members or, where applicable, its employees, according to the organizational structure they have established with the company, without any liability to FGTL.

The CONTRACTOR undertakes to submit to LICEU the A1 or E101 forms of all members of the company or that documentation proving that all members of the COMPANY are registered with social security during their stay in Barcelona and comply with the obligations that correspond to them with the Tax Agency.

## **ELEVENTH. – TERMINATION OF THE CONTRACT.**

1.- Without prejudice to the provisions of the administrative terms and conditions, the following shall be grounds for termination of the contract:

- a) The death or subsequent incapacity of the CONTRACTOR or the dissolution of the other party's legal personality, without prejudice to the provisions of Article 98 of the Spanish Public Sector Contracts Law (LCSP) regarding the succession of the contractor.
- b) Mutual agreement between the CONTRACTOR and FGTL.
- c) The assignment of the contract, or the subcontracting or transfer of services to a third party that contravenes the provisions of the special terms and conditions.
- d) Any serious breach of obligations to either Party that is not remedied immediately upon notification of the incident.
- e) Those specified in the applicable regulations.
- f) The CONTRACTOR's violation of any of the prohibitions on contracting established in the LCSP.

The occurrence of any of the causes specified in this clause shall have immediate effect upon notification by one of the parties, without prejudice to any actions, claims, or remedies available to the other party.

2.- Likewise, the dissolution or extinction of FGTL, regardless of the cause, shall be grounds for termination of this Contract.

3.- FGTL may, at any time, terminate this Contract at its own discretion, reimbursing the CONTRACTOR for all duly documented amounts paid and, in addition, compensation in accordance with Article 313 of the Public Sector Contracts Law.

4.- In the event that the object of this contract cannot be fulfilled due to force majeure, it shall be terminated without either party being able to claim anything from the other for damages or any other reason. To demonstrate the existence of force majeure, the party alleging it must notify the other party within a period not exceeding five days, as well as the impossibility of performing the service that is the object of this contract as a consequence of that cause.

Cases of non-performance due to illness, physical incapacity, or other similar circumstances will only be considered force majeure upon proof thereof by the CONTRACTOR or the COMPANYY.

In the event of the aforementioned circumstances, the CONTRACTOR shall return to LICEU any amounts received as an advance.

## **TWELFTH.- CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA**

Both parties must comply with the principles of lawfulness of processing established in Article 5 of the GDPR, concerning the protection of natural persons with regard to the processing of personal data, and must not disclose or disseminate data relating to the processing of personal data held by or managed by LICEU. The CONTRACTOR undertakes to comply with LICEU's Information Security requirements in the development of the products and/or services it provides.

We also inform the successful bidder that the personal data of their representative will be processed under the responsibility of LICEU to manage this contractual relationship, and will be kept as long as there is a mutual interest in doing so. This data will not be transferred to third parties, except where legally required. You may exercise your rights of access, rectification, portability, erasure, restriction of processing, and objection by sending a message to [RGPD@liceubarcelona.cat](mailto:RGPD@liceubarcelona.cat). If you believe that the processing does not comply with current regulations, you may file a complaint with the Catalan Data Protection Authority at [apdcat.gencat.cat](http://apdcat.gencat.cat).

The CONTRACTOR and the COMPANYY are bound by the duty of secrecy and must respect the confidential nature of all information, data, or background that, while not public or notorious, is related to the subject matter of the contract or comes to their knowledge in connection with it, or that the Theater expressly indicates must be kept confidential, or that by its very nature must be treated as such. This duty of confidentiality shall be maintained for a minimum period of 5 years. Failure to comply with the provisions of this clause shall entitle FGTL to compensation for the damage caused.

## **THIRTEENTH. - APPLICABLE LAW AND JURISDICTION.**

This contract is considered a private contract, in accordance with Article 26.1.b of the Spanish Public Sector Contracts Law (LCSP).

The contentious-administrative jurisdiction shall have jurisdiction to resolve any disputes that may arise in connection with the preparation, award, and modification of this contract. The effects and termination of the contract shall be governed by Spanish civil and commercial law, expressly excluding labor law.

In the event of any disagreement between the parties regarding the interpretation or performance of the contract, an attempt shall be made to resolve it amicably. If this is not possible, both parties, waiving their own jurisdiction, submit to the jurisdiction of the Courts of Barcelona.

In witness whereof, the parties sign this contract electronically, for one purpose only.

FUNDACIÓ GRAN TEATRE DEL LICEU DE BARCELONA	MANCHESTER INTERNATIONAL FESTIVAL
<p>Valentí Oviedo Cornejo Director General</p>	<div data-bbox="887 353 1294 528" style="border: 1px solid black; height: 78px; width: 255px; margin-bottom: 10px;"></div> <p data-bbox="751 533 1406 568">461d7b4d-1bac-359a-8f4a-5db47c53d650</p> <p data-bbox="751 577 1406 613">2025-12-20 18:11:04 UTC</p> <div data-bbox="828 613 1390 788" style="border: 1px solid black; height: 78px; width: 352px; margin-bottom: 10px;"></div> <p data-bbox="948 788 1406 808">Director of Producing and Programme</p>

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