

# CO-PRODUCTION AGREEMENT BETWEEN

<b>VENUE / FORENINGEN</b> CVR: Address:  Contact person: Phone: Email:  Hereinafter the <b>[COMMISSIONER]</b>	<b>TEATERFORENINGEN XXXXX</b> CVR : Address:  Contact person: Phone: Email:  Hereinafter the <b>[COPRODUCER]</b>
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## PURPOSE

The purpose of this agreement is the co-production of the [genre] piece "[TITLE]" with *[list of main creative team]*.

The production shall be hereinafter called the WORK and will be co-produced according to the following

The overall artistic concept of the performance is defined by *[what applies if for example the COMMISSIONER's artistic director expects to conceptualize the production with the COPRODUCER's director or choreographer]* and the mise-en-scène and its final decisions correspond to *[COPRODUCER's director/choreographer or shared role if it applies]*

## PRODUCTION PLAN SUMMARY

*[DATES and LOCATIONS if known of rehearsal periods, deadlines for designs, full stage work, tech tryouts and performances]*

All changes to the production plan must be approved in writing by [COMMISSIONER] and [COPRODUCER].

## CLAUSES

1. [COMMISSIONER] will be the main producing and promoting partner of the WORK and as such will develop and oversee the completion of the production plan (see Addendum I) and coordinate all financial and administrative aspects, fundraising, hiring of performers, creative staff and crew (except for [COPRODUCER]'s team as in clause 2), sales of the WORK in national and international platforms within its resources, liaison with venues, ticket sales coordination and registering with Scenit, registration of the production on TEREBA system, PR and communications, technical implementation of the designs and all logistics related to touring.

2. [COMMISSIONER] will own and be responsible for the physical elements of the WORK including set, costumes, props and all technical equipment necessary to present it. As such, all expenses necessary to produce, transport, store and repair them including [COMMISSIONER]'s own technical/human resources and/or technical/human resources purchased/hired externally necessary to complete the designs of [COPRODUCER]'s creative team will be covered by [COMMISSIONER]
3. [COPRODUCER]'s contribution to the co-production consists of providing a creative team comprised by [*names and positions*]. The period of employment of this role will be agreed with the [COPRODUCER's]
4. [COPRODUCER] shall cover their salaries, insurance and per diems when it may apply and transport outside [*Copenhagen or what applies*] during the production period. [COPRODUCER] will be responsible for all contractual and financial arrangements with these artists. [COMMISSIONER] is explicitly dispensed from any contractual or financial relationships with these artists for the WORK.
5. [COPRODUCER] shall ensure contractually with its creative team that all the designs and financial dispositions are fitted to the agreed production budget between [COMMISSIONER] and [COPRODUCER]. Any dispositions above the agreed amounts will need to be approved by [COMMISSIONER]
6. Communication/sales material of the WORK, printed or digital will always use the formula "A co-production between [COMMISSIONER] and [COPRODUCER]" and the name and logo of [COPRODUCER] shall not be smaller than that of [COMMISSIONER]. In general, when the name of the [*artistic director/equivalent*] of [COMMISSIONER] appears in PR material of the WORK, the name of [*director/choreographer under contract with COPRODUCER*] shall appear in a font of no smaller size.
7. [COMMISSIONER] will hire a production manager to develop and implement the production plan for development and touring.
8. [COMMISSIONER] will be responsible for developing and implementing a communication plan, including at least:
  - press release and follow-ups with press and reviewers,
  - distribution of invitations to premiere and free tickets
  - distribution of posters/flyers
  - advertising on media
  - social media campaign

[COMMISSIONER] will be responsible to generate the content to implement this plan, including but not limited to:

- graphic identity of WORK
- press pictures, poster, house program/flyers
- digital or printed advertising
- promotional video

[COMMISSIONER] shall integrate in this material the artistic input from [COPRODUCER]'s artistic team, especially [artistic director/choreographer]. All material shall be approved before distribution by [COPRODUCER]

9. [COPRODUCER] will provide only supporting communication tasks for the WORK, sharing the PR material provided by [COMMISSIONER] in its website, social media, newsletter etc.
10. *[List details of accommodation costs for production if there are different locations]*
11. Rights of *[choreography/stage direction/light design... provided by COPRODUCER]* of the WORK belong to the [COPRODUCER]'s creators. [COMMISSIONER] may not present the WORK or parts of it with any substantial changes in these areas without written consent of [COPRODUCER]
12. [COMMISSIONER] may exploit those rights on stage in [Denmark or what applies] without any cost until [date] for a maximum of [XX] performances After performance number [XX] within the period a royalty of 5% of the selling price to the presenter will be paid by [COMMISSIONER] to [COPRODUCER].
13. If the production should continue to be presented after [date] a fixed royalty of ---DKK/performance *[suggested: 1.000DKK per professional provided by COPRODUCER]* shall be paid by [COMMISSIONER] to [COPRODUCER]. The latter will be responsible for distributing royalties to *[positions of creative team under COPRODUCER]*
14. [COMMISSIONER] has the right to use graphic and audiovisual material of the WORK for promotional/sales purposes of the WORK or its own artistic portfolio in any online/offline format as long as there is no income involved and [COPRODUCER] appears clearly mentioned as per clause 3.
15. Any rights regarding commercial use and exploitation of the WORK outside clauses 6 and 7, including but not limited to TV/digital broadcasting, publishing, etc which generate any form of income, will be negotiated separately between [COMMISSIONER] and [COPRODUCER].
16. Should the WORK require re-staging after its premiere at [COMMISSIONER]'s request, this will cover the expenses of transport, housing and per diems of *[choreographer/stage director/designers as applies]* outside of *[COPRODUCERS headquarters city]* and a fee for [COPRODUCER]'s team to be agreed separately. If the re-staging should be requested by [COPRODUCER], this clause will not apply.
17. If the COMMISSIONER should at some point not be interested in selling the WORK after a period of time, the [COPRODUCER] shall be given priority option to buy the physical elements of the production which may not be shared by other productions of the [COMMISSIONER and take over] to take over the role of distributor of the WORK.
18. This Agreement may not be amended, modified or supplemented verbally. Any such changes will be agreed by [COMMISSIONER] and [COPRODUCER] in writing as an Addendum to this agreement signed by both parties.
19. Neither party shall transfer this Agreement's obligations or rights, nor delegate any duties under it to each other or a third party without prior, written consent of both parties.

20. This agreement and its terms shall be governed in accordance to [*Danish/what applies*] law and shall commence effective as of the date of signature below. It will be non-terminable for both parties unless one them fails to comply with the above clauses.

21. [*add details of force majeure etc as dispensation of completion of contract*]

[*Place and date*]

For COMMISSIONER

For COPRODUCER

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Name, Position

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Name. Position