

Fares	None.
Fee	means a sum in the aggregate amount of three thousand five hundred pounds (£3,500) excluding value added tax (if applicable).
First Night	means 8 January 2018, as currently scheduled.
First Rehearsal	means 7 December 2017, as currently scheduled.
Nominated Bank Account	means the bank account with the following details: Bank Name: ██████████ Account Name: ██████████ Account Number: ██████████ Sort Code: ██████████
Payment Schedule	means the Fee to be paid as follows: a. on receipt by the ROH of a copy of this Agreement signed by the Assistant Director: one thousand pounds (£1,000); b. on the First Rehearsal: one thousand pounds (£1,000); and c. on the First Night: one thousand five hundred pounds (£1,500).
Production	means the ROH production of the opera Salome utilising (amongst other things) the Production Elements to be performed in the Season.
Production Elements	means the stage directions, costumes, sets and props, video and lighting and other products of the services of the Creative Team in connection with the Production.
Production Team	means the Assistant Directors, Music Preparation, Language Coaches, Surtitles, Production Managers, Costume Supervisors and Assistants and Stage Management.
Recordings	means audio/visual or audio-only recordings of and in relation to the Production including rehearsals, backstage footage, interviews and performances (in part or in whole).
Rehearsal Period	means the period from and including the First Rehearsal through to and including the First Night.
ROH Contact	means Hugo Pattinson or such other person as may be notified to the Assistant Director by the ROH from time to time.
ROH Group	means the corporate group comprising any company being (directly or indirectly) a controlling parent or a subsidiary or affiliate of the ROH or a company of which any share capital is owned within the group of companies of which the ROH forms part.
Season	means the ROH season 2017-18.

Services	means professional services as Assistant Director for the purpose of the Production pursuant to this Agreement including and not limited to assisting the Director with the Production.
Working Day	means a day other than a Saturday or Sunday when banks are open for business in England provided that the days between Christmas Day and New Year's Day will not constitute working days.

2. ENGAGEMENT

- 2.1 In consideration for the Fee, the Assistant Director agrees to provide the Services to the ROH exclusively during the Rehearsal Period. ROH hereby agrees that the Assistant Director may be absent for the Agreed Leave.
- 2.2 The Assistant Director further agrees to be available for such other consultations and meetings with the Director and the ROH as appropriate prior to the First Rehearsal, such appointments to be mutually agreed.
- 2.3 The Assistant Director agrees that the ROH is engaging the Assistant Director as a self-employed contractor and that this engagement in no way implies the relationship of employer and employee between the parties.
- 2.4 All payments to the Assistant Director under this Agreement shall be made to the Nominated Bank Account by bank transfer. The Assistant Director agrees that payment into the Nominated Bank Account will be full and sufficient discharge of the ROH's payment obligations hereunder.

3. FEES

- 3.1 Subject to the terms and conditions of this Agreement and as full and final consideration for the Services and for all rights licensed and assigned to the ROH pursuant to this Agreement the ROH shall pay to the Assistant Director the Fee in accordance with the Payment Schedule and Part B clause 3 of this Agreement.

4. EXPENSES/Intentionally Deleted

5. COMPLIMENTARY TICKETS

- 5.1 The ROH will provide the Assistant Director with one (1) complimentary ticket for the First Night performance of the Production. Should the Assistant Director or Agent notify the ROH in writing at least six (6) months prior to the First Night performance that the Assistant Director wishes to exchange such ticket for a different performance date, subject to seat availability, the ROH will use reasonable endeavours to accommodate the Assistant Director's request.

6. ASSIGNMENT

- 6.1 In consideration for the Fee, the Assistant Director assigns to the ROH with full title guarantee all of the Assistant Director's right title and interest in and to the copyright, performers' property rights and all other rights of a like nature (whether such rights are now known, contingent or may exist in the future) conferred under the laws of the United Kingdom and all other countries of the world in the contribution of the Assistant Director to the Production including

without limitation the products of the Services.

- 6.2 In further consideration for the Fee, the Assistant Director grants to the ROH all necessary permissions, including those in relation to the Assistant Director's right title and interest in and to performers' property rights, without limitation (save as otherwise provided in this Agreement) for the ROH to make the Recordings.
- 6.3 The Assistant Director waives all moral rights and irrevocably grants to the ROH all consents, and a full assignment in perpetuity worldwide of all performers' property rights, under Part II of the CDPA necessary to enable the ROH to make the fullest use of the Recordings throughout the world.
- 6.4 The Assistant Director irrevocably grants to the ROH:
- 6.4.1 the right to and to authorise others to issue publicity concerning the Services in connection with the Production or Recordings (save where the Assistant Director has elected not to be credited for the Assistant Director's contribution to the Production in accordance with the terms of this Agreement); and
 - 6.4.2 the right to use the Assistant Director's name, approved likeness and approved biography in connection with exploitation, advertising, publicising and promoting of the Production or Recordings, but in such a way that, without the Assistant Director's prior written consent, such use will not suggest that the Assistant Director endorses, recommends or uses any commercial products or services other than the exploitations of the Production or Recordings (save where the Assistant Director has elected not to be credited for the Assistant Director's contribution to the Production in accordance with the terms of this Agreement).

IN WITNESS WHEREOF the parties have caused this Agreement to be executed the day and year stated at the commencement of this Agreement.

Royal Opera House Covent Garden Foundation

by: Cormac Simms
Administrative Director - The Royal Opera

by: 

Date: 13 / 03 / 2017

PART B – STANDARD TERMS AND CONDITIONS

1. INTERPRETATION

- 1.1 Clause, schedule and paragraph headings will not affect the interpretation of this Agreement.
- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.3 The Schedules form part of this Agreement and have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 A reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Words in the singular include the plural and vice versa
- 1.6 A reference to one gender includes a reference to the other gender.
- 1.7 A reference to any party includes that party's personal representatives, successors or permitted assigns.
- 1.8 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time or as at the date of this Agreement, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts. However, between the parties, no such amendment or re-enactment apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
- 1.9 A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this Agreement) at any time.
- 1.11 References to Parts, clauses and schedules are to the Parts, clauses and schedules of this Agreement.
- 1.12 Any phrase introduced by the terms including, include, in particular or any similar expression will be construed as illustrative, and will not limit the sense of the words preceding those terms. Where the context permits, the words other and otherwise are illustrative and will not limit the sense of the words preceding them.
- 1.13 Any obligation in this Agreement not to do something includes an undertaking not to allow that thing to be done.
- 1.14 Capitalized terms otherwise undefined in this Agreement mean as defined in Part A clause 1 (Preliminary definitions).
- 1.15 In the event of conflict between any provision(s) of Part A and provision(s) of Part B the provision(s) of Part A will prevail.

2. SERVICES (FURTHER PARTICULARS)

- 2.1 The Assistant Director agrees to do everything in the Assistant Director's power to ensure that the Production can be produced as efficiently and economically as may be compatible with a first class production and in accordance with the technical or production schedule approved by the ROH and notified to the Assistant Director by the ROH as soon as practicable (and any revisions thereto so notified) and will in no event add to, subtract or depart from nor alter such production schedule without the prior written consent of the ROH in each instance.
- 2.2 The Assistant Director agrees not to order goods, incur any liability, enter into any commitment, contract or arrangement for or on behalf of the ROH, pledge its

credit or hold the Assistant Director out as being entitled to do so without the ROH's prior written consent.

- 2.3 The Assistant Director agrees at the end of the Rehearsal Period to deliver to the ROH all documents and materials of whatsoever kind or nature relating to the Production prepared by the Assistant Director or coming into the Assistant Director's possession and control (failure to do so shall not however constitute a material breach of this Agreement unless and until the Assistant Director has failed to deliver the same within a reasonable time after the end of the Rehearsal Period).

3. PAYMENTS (GENERAL)

- 3.1 The Assistant Director or the Agent must deliver appropriate invoices for all sums due under this Agreement but failure to do so will not constitute a breach of this Agreement.
- 3.2 All sums due to the Assistant Director under this Agreement are exclusive of value added tax which will be payable in addition on receipt of a valid value added tax invoice.
- 3.3 The Assistant Director or the Agent must forward relevant invoices (as any payments become due) marked for the attention of the Finance Department of the ROH quoting the Production and Season, the payee's bank details and if applicable the Assistant Director's VAT registration number to avoid delays to the Assistant Director's payments.
- 3.4 To the extent that the Nominated Bank Account is the client account of the Agent of the Assistant Director, the Assistant Director hereby authorises the ROH to pay all sums due under this Agreement to the Agent of the Assistant Director who is hereby duly authorised to receive the same and to receive financial statements under this Agreement on the Assistant Director's behalf and whose receipt thereof shall be a good discharge to the ROH.
- 3.5 The ROH will have the right to deduct and withhold from any payments due to the Assistant Director all taxes or other payments required to be deducted, withheld or paid by the ROH pursuant to any applicable present or future law or governmental rule or regulation and the ROH will provide the Assistant Director with written notification of the amount of and reason for any such deduction or withholding. In the event that the ROH does not deduct or withhold such taxes or other payments the Assistant Director will be wholly responsible for making the same.

4. LICENSES AND CONSENTS (FURTHER PARTICULARS)

- 4.1 For the avoidance of doubt the Assistant Director agrees that:
- 4.1.1 the ROH will own exclusively all rights (including copyright and all other rights of like nature) in and to the Production;
 - 4.1.2 to the extent that the Assistant Director owns any rights in the ROH Production, in consideration for the Fee the Assistant Director hereby assigns those rights in perpetuity to the ROH.
- 4.2 The Assistant Director agrees that the Fee constitutes full and final consideration for the assignment of rights and includes any so called 'equitable remuneration' due or becoming due to the Assistant Director under any applicable legislation

worldwide now or hereafter known, including without limitation any 'rental rights' in respect of the Recordings.

5. RECORDINGS

- 5.1 Should the ROH decide at its sole discretion to instigate the Recordings then the ROH will inform the Assistant Director in writing as early as is practicable of the proposed filming/recording dates and the Assistant Director will comply with any reasonable requests that the ROH may make in relation to such Recordings. Notwithstanding the above the ROH will be entitled to record performances and to record rehearsals without notice for archive and reference purposes.

6. CREDITS

- 6.1 The Assistant Director will be given the Credit where all other members of the Production Team are credited.
- 6.2 Notwithstanding the above, any failure by the ROH and/or any third party to honour these credit provisions (Part B clause 6.1) will not be deemed a material breach of this Agreement and in no event will the Assistant Director be entitled by virtue of such failure (or otherwise) to enjoin or restrain the exploitation of the Production or the rights assigned by this Agreement by the ROH, its successors in title or licensees. On the ROH becoming aware of a failure to comply with the credit provisions in this Agreement, the ROH will use (and/or request its successors in title, assigns or licensees to use, as applicable) reasonable endeavours to cure the same.

7. THE ASSISTANT DIRECTOR'S OBLIGATIONS

- 7.1 The Assistant Director agrees to perform the Services conscientiously, in a competent manner, to the full limit of the Assistant Director's technical, artistic and creative skill and in willing co-operation with such persons as the ROH may reasonably require.
- 7.2 The Assistant Director agrees promptly and faithfully to comply with all reasonable instructions as may be reasonably given by the ROH in accordance with this Agreement.
- 7.3 The Assistant Director agrees at all times when at the ROH to abide by the ROH Health and Safety Management Policy, to read said policy (a copy of which will be supplied to the Assistant Director on request) and if requested to sign or otherwise record the Assistant Director's acceptance of said policy. The Assistant Director shall adopt safe methods of work and shall comply with all policies and guidelines which the ROH Contact informs the Assistant Director are relevant to the Assistant Director's services. A failure to comply with the ROH Health and Safety Management Policy will constitute a material irremediable breach of this Agreement entitling the ROH to terminate this Agreement pursuant to Part B clause 13.1.
- 7.4 The Assistant Director agrees when at the ROH not, without prior the ROH consent, to voluntarily engage in any hazardous pursuit, nor to take any risk the taking of which the Assistant Director ought reasonably to know would invalidate or affect any normal policy of insurance on the Assistant Director's life or health, or which might materially interfere with the Services under this Agreement, and not to fly otherwise than as a fare paying passenger.

- 7.5 The Assistant Director agrees, subject to availability, to cooperate with the ROH, as the ROH may reasonably require, for the purpose of advertising, promoting and publicising the Production. The ROH will give prior notice to the Assistant Director if the Assistant Director is required to attend any press and media events, print, radio and television interviews, on-camera and off-camera promotions, participate in still photography sessions, online chats, question and answer sessions and any other public or personal appearances as may be reasonably requested by the ROH.
- 7.6 The Assistant Director will not arrange or permit any press conference or issue any publicity in respect of the Production before the First Night without the ROH's prior written approval (such approval not to be unreasonably withheld or delayed), provided always that the Assistant Director may at any time make incidental and non-derogatory reference (including without limitation in the Assistant Director's list of credits and in interviews) to the Production, the Recordings and the Services.
- 7.7 The Assistant Director agrees at all times when at the ROH to abide by the then current ROH House Rules, a current copy of which will be supplied to the Assistant Director on request.
- 7.8 Notwithstanding any other provision of this Part B Clause 7, the Assistant Director must comply with all rules and policies of the ROH notified to the Assistant Director from time to time including without limitation any child protection policy. A failure to comply with any such rule or policy will constitute a material irremediable breach of this Agreement entitling the ROH to terminate this Agreement pursuant to Part B clause 13.1.
- 7.9 The Assistant Director agrees throughout the Rehearsal Period to keep the ROH informed of the Assistant Director's whereabouts, email address and telephone numbers on which the Assistant Director can be contacted.
- 7.10 The Assistant Director agrees that as the Assistant Director is in business on their own account, the Assistant Director is responsible for ensuring that the Assistant Director has all proper insurances enabling the Assistant Director to render their services to the ROH and to enable the Assistant Director to indemnify the ROH and any of the ROH's employees, workers, or other third parties engaged by the ROH. In particular the Assistant Director must have appropriate professional indemnity, public liability, product liability and employer's liability insurance to cover the Assistant Director's equipment and premises and any liability arising from the Assistant Director's negligence or defects in the Assistant Director's work or that of the Assistant Director's employees or subcontractors.

8. BORDER AGENCY

- 8.1 No later than three (3) months prior to the start of the Rehearsal Period the Assistant Director regardless of nationality, must provide the Documents to the ROH.
- 8.2 The ROH will at its sole discretion verify the Documents and may keep copies of the Documents on file.
- 8.3 It is the responsibility of the Assistant Director or the Agent to inform the ROH within three (3) days from and including the date of this Agreement if the Assistant Director does not hold a valid EEA passport or may need any further documentation in order to enter and work in the United Kingdom. This will

normally be a UK Certificate of Sponsorship and/or Visa or Entry Clearance if the Assistant Director is subject to the Workers Registration Scheme.

- 8.4 The Assistant Director agrees to provide promptly all necessary documents and information which may be requested by the ROH in order that the ROH is compliant with all border and immigration requirements.
- 8.5 The ROH is a registered sponsor and undertakes to process any Certificate of Sponsorship in accordance with the UK Border Agency rules.
- 8.6 The Assistant Director must obtain any UK visa or entry clearances required in order to comply with UK Border Agency rules and all relevant UK immigration legislation during the period when the Assistant Director will be at the ROH.
- 8.7 The parties acknowledge that this Agreement is subject to the permission of the relevant British Government departments being obtained.

9. THE ROH'S OBLIGATIONS

- 9.1 The ROH agrees to use all reasonable endeavours to enable the Assistant Director to deliver the Services in accordance with the terms and conditions of this Agreement.
- 9.2 The ROH is responsible for all health and safety aspects of the Production when staged or revived by the ROH and will seek advice from appropriate specialists and/or the health and safety executive where necessary and ensure that a 'risk assessment' complying with present or future health and safety legislation is carried out for the Production when staged or revived by the ROH prior to final acceptance of the Production Elements.

10. REPRESENTATIONS

- 10.1 The Assistant Director hereby warrants, represents and undertakes to the ROH that the Assistant Director is entitled to and free to enter into and to perform this Agreement and the Assistant Director has not entered and will not enter into any professional or other commitment which would or might materially conflict with the full and due rendering of the Services.
- 10.2 The ROH hereby warrants and undertakes to the Assistant Director that to the best of its knowledge information and belief the Production and the Recordings will not be used in any context which is pornographic, defamatory, libellous or otherwise unlawful. For the avoidance of doubt this warranty and undertaking will not extend to any third party use not authorised by the ROH.

11. CONFIDENTIALITY

- 11.1 Subject to Part B clause 7.6, the Assistant Director agrees not to supply any photograph relating to the Production or confidential information relating to the terms of this Agreement, the Services or the ROH's affairs to any third party without the ROH's prior written consent, save that this will not prevent proper disclosures of information to the Assistant Director's immediate family and professional advisers or as required by law and good accounting practice.

12. INDEMNITIES

- 12.1 The Assistant Director will indemnify the ROH and keep the ROH fully and effectively indemnified against all actions, costs, losses, claims and other

expenses of whatsoever kind or nature arising from any breach or non-performance of any of the warranties, representations, undertakings or obligations on the Assistant Director's part contained in this Agreement subject to a maximum liability of sums actually received by the Assistant Director under this Agreement.

- 12.2 The ROH will indemnify and keep the Assistant Director fully and effectively indemnified against all actions costs, losses, claims and other expenses of whatsoever kind or nature arising from any breach of the warranty and undertaking at Part B clause 10.2 except with respect to matters arising from any breach or non-performance of any of the warranties, representations, undertakings or obligations on the part of the Assistant Director contained in this Agreement.

13. CANCELLATION AND TERMINATION

- 13.1 The ROH will be entitled by notice in writing to the Assistant Director to terminate this Agreement if:

- 13.1.1 the Assistant Director fails, refuses or neglects to perform any of the Assistant Director's material obligations under this Agreement, or in the case of a curable material breach, fails to cure such breach within seven (7) days of receiving notice so to do, or is otherwise in material breach of any undertaking or warranty contained in this Agreement;
- 13.1.2 the Assistant Director is incapacitated from rendering the Services under this Agreement for more than seven (7) days consecutively or fourteen (14) days in the aggregate; or
- 13.1.3 any act or conduct on the part of the Assistant Director will materially prejudice staging of the Production or the making of the Recordings.

- 13.2 The ROH will also be entitled at any time at its discretion to terminate this Agreement by notice in writing to the Assistant Director. If this Agreement is terminated under this provision the ROH will remain liable to pay the Assistant Director the full Fee, the Contribution to Expenses and any other agreed expenses under this Agreement actually incurred by the Assistant Director up to the date of termination. Without prejudice to the foregoing, the Assistant Director will have the right to elect not to be credited in relation to the Production or the Recordings.

14. EFFECT OF TERMINATION

- 14.1 In the event of termination of this Agreement on any of the grounds given in Part B clause 13.1 after the signature of this Agreement by the Assistant Director and prior to the First Rehearsal Date, the Assistant Director will repay to the ROH an aggregate amount equal to the instalments of the Fee already paid to the Assistant Director by the ROH.
- 14.2 In the event of termination of this Agreement on any of the grounds given in Part B clause 13.1 after the First Rehearsal Date, the ROH will pay to the Assistant Director remuneration and expenses due under this Agreement up to the date of the event giving rise to termination and will be under no further liability to the Assistant Director.
- 14.3 Notwithstanding termination of this Agreement for whatever reason:

- 14.3.1 each party will remain entitled to enforce any claim against the other arising from any breach of this Agreement that may have occurred before termination;
- 14.3.2 the ROH will remain entitled to all rights licensed, granted or assigned to it under this Agreement.

15. FURTHER ASSURANCE

- 15.1 The Assistant Director will do all such acts and execute such documents as the ROH may reasonably require to vest in or to confirm to the ROH or its successors-in-title, the ROH Group and licensees the copyright and all other rights assigned, licensed or granted or purported to be assigned, licensed or granted by the Assistant Director to the ROH or the ROH Group under this Agreement. The ROH will reimburse to the Assistant Director the reasonable and proper costs incurred by the Assistant Director in complying with the Assistant Director's obligations under this Part B clause 15.1.

16. ASSIGNMENT

- 16.1 The Assistant Director may not assign the Assistant Director's rights under this Agreement to any third party without the prior written consent of the ROH.
- 16.2 The ROH may assign or sub-licence its rights and/or obligations under this Agreement to any member of the ROH Group or any affiliate from time to time.
- 16.3 This Agreement and all of the terms and provisions of this Agreement will be binding upon, and will inure to the benefit of, the parties hereto, and their respective successors and approved assigns.

17. NOTICES

- 17.1 Any notice under this Agreement to be given to any party will be in writing and will be delivered by hand or by post (first class and airmail where available) to the addressee at the relevant correspondence address given above. Addresses for service may be varied by notice given in accordance with this Part B clauses 17.1 to 17.3
- 17.2 A notice will be deemed to have been served the next Working Day at the place of receipt, if delivered by hand; and three (3) Working Days (seven [7] if posted to another country) after posting, if sent by post to the place of receipt.
- 17.3 In proving service of notice, it will be sufficient to prove that a by hand delivery was made or that the notice was properly addressed and posted.

18. MISCELLANEOUS

- 18.1 This Agreement supersedes any prior agreements or arrangements (whether oral or in writing) between the parties relating its subject matter.
- 18.2 This Agreement can only be modified by a written instrument signed by all parties.
- 18.3 The Assistant Director acknowledges that the Services are of a special, unique and extraordinary character, the loss of which cannot be reasonably or adequately compensated by damages in an action at law.
- 18.4 The Assistant Director acknowledges that the Assistant Director's engagement under this Agreement and this Agreement generally is not subject to the jurisdiction, agreements or provisions of any guild or union, including without limitation any collective bargaining agreement, guild or union regulations.

- 18.5 For the purposes of the Data Protection Act 1998, as amended, the Assistant Director agrees and consents to the holding and processing of personal data relating to the Assistant Director in any form (whether obtained or held in writing, electronically or otherwise) by the ROH or other companies for purposes connected with the ROH's relationship with the Assistant Director. The Assistant Director agrees that the ROH can make this information available to legal and regulatory authorities throughout the world.
- 18.6 No waiver, express or implied, by any party of any term or condition or any breach by the other of any of the provisions of this Agreement will operate as a waiver of any breach of the same or any other provision of this Agreement.
- 18.7 If any provision of this Agreement is held by a court of competent jurisdiction to be unlawful or unenforceable, such provision will be considered severed from the provisions of this Agreement but all remaining provisions of this Agreement will remain in full force and effect.
- 18.8 The headings in this Agreement are for information only and do not form part of this Agreement.
- 18.9 Nothing in this Agreement will be construed or deemed to constitute a partnership or joint venture between the parties and no party will hold itself out as the agent of any other.
- 18.10 Save in respect of rights (including assignments, licenses and consents) granted to the ROH, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of this Agreement.
- 18.11 This Agreement may be executed in any number of counterparts, each of which when executed and delivered constitutes an original of this Agreement, but all the counterparts together constitute the same Agreement. No counterpart is effective until each party has executed at least one counterpart.
- 18.12 A counterpart signature page of this Agreement executed by a party may be Portable Document Format (PDF), and will be treated as an original, fully binding, and with full legal force and effect. The parties waive any rights they may have to object to this treatment.
- 18.13 This Agreement will in all respects be governed by and construed in accordance with the laws of England and Wales and the parties hereby irrevocably submit to the non exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising under or in relation to this Agreement.