

Co-production agreement – annotated model contract
also suitable for co-productions involving foreign contractual partners

*The present Agreement is a model contract for co-production contracts customary in the performing arts sector in Germany. The annotations (in boxes) provide additional information, in particular regarding the conclusion of an agreement between partners from different countries: They are based on the example of an agreement drawn up in Germany between a **German ensemble** and a **co-producer abroad**. Accordingly, annotations have been added, making note of what has to be considered and taken into account with regard to such a cross-border co-production agreement.*

Disclaimer: The touring artists editorial team shall not be liable for the completeness of the model contract nor its suitability for use and shall not be responsible for ensuring that it duly reflects the interests of any specific user. It also assumes no liability for ensuring that the contractual content is up to date. touring artists wishes to expressly point out that model contracts can only act as a starting point for an optimal final draft in any specific case of use and generally cannot be adopted without review, but must rather be adapted to the individual requirements in each case. Model contracts are intended to be used for orientation and inspiration. Their use cannot replace expert legal advice under any circumstances.

Last updated: January 2019

Annotation: It is essential that the contract is concluded in a language that both parties can understand. If one of the parties insists on concluding a contract in a language that the other party cannot understand, a translation of the contract must be provided in a language that both parties understand. If such a translation is provided, the agreement must stipulate which version (language) is binding in order to have a legal means of dealing with translation errors, for example.

The following co-production Agreement is hereby concluded between

Name:
 Address:

Represented by:,

hereinafter referred to as ENSEMBLE,

and

Name:
 Address:

Represented by:,

hereinafter referred to as CO-PRODUCER.

§ 1 Scope of the agreement

The co-production will take place as part of: (name of the project/festival).

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This Agreement confirms the CO-PRODUCER'S decision to co-produce the upcoming production titled ... (hereinafter referred to as PRODUCTION) of the ENSEMBLE.

The PRODUCTION shall be produced by the ENSEMBLE and co-produced by the CO-PRODUCER.

The PRODUCTION shall be supported by: ... (sponsor of the ENSEMBLE or the PRODUCTION).

The PRODUCTION is expected to debut on (date), in/at (place).

Premiere

Some co-producers require that the premiere of a co-production takes place at the co-producer's location.

In the event that the CO-PRODUCER decides to show the finished PRODUCTION, a separate performance agreement shall be drafted and concluded.

See "Guest performance agreement" model contract.

In the event that the CO-PRODUCER provides the ENSEMBLE with a residence in connection with the PRODUCTION, a separate residence agreement shall be concluded.

See "Residence agreement" model contract.

§ 2 Co-production contribution

The CO-PRODUCER shall support the PRODUCTION by means of a co-production contribution in the amount of euros (..... euros) net. Any transfer fees or other fees shall be borne by the CO-PRODUCER.

Exchange rate fluctuations

In order to avoid the risk of exchange rate fluctuations, it is recommended to conclude a fee agreement stipulating the euro amount. If fees are agreed in another currency, a minimum exchange rate on a certain date should be stipulated and, if applicable, the agreement should include a note that the organiser shall bear the risk of exchange rate fluctuations.

Value-added tax

Information about value-added tax regulations and the options for exemption from value added tax can be found [here](#).

Income tax

The ensemble shall be liable for paying income tax on the fee paid.

In addition, the CO-PRODUCER shall provide the following benefits in kind:

Use of workshops (+)

Production of costumes (+)

Other: _____ (+)

(+) delete where inapplicable

The ENSEMBLE shall be responsible for developing the PRODUCTION and shall bear the

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artistic responsibility. The ENSEMBLE shall engage the artists and other project participants involved in the production for the scheduled rehearsals (and performances where applicable) and shall bear all resulting costs, including social security contributions and taxes.

Social security contributions for artists (Künstlersozialabgabe or KSA)

Social security contributions must only be paid if the rehearsals take place in Germany. However, the foreign CO-PRODUCER cannot be made liable for payment of these contributions.

Even if the event taking place in Germany is mainly being organised by a foreign entity, the German ENSEMBLE is obliged to pay the social security contributions for fees paid to the participating artists.

More information about social security contributions can be found in the [KSA checklist](#).

The financial responsibility of the CO-PRODUCER for the PRODUCTION shall be limited to the co-production contribution mentioned above.

The co-production contribution shall be paid by bank transfer to the following bank account no later than (date). (+)

The latest possible date should be the day on which production starts.

The co-production contribution shall be paid by bank transfer to the following bank account within 10 working days of the signature of the present Agreement by both parties. (+)

Account holder:

Bank:

BIC (Swift Code):

IBAN:

(+) delete where inapplicable

§ 3 Promotion and advertising of the co-production

The ENSEMBLE agrees to include the text "co-produced by ... (name of CO-PRODUCER)" along with the logo of the CO-PRODUCER in all publications in connection with the PRODUCTION.

The ENSEMBLE agrees to update the CO-PRODUCER regularly with regard to all known publications in connection with the PRODUCTION.

§ 4 Copyright

4.1 All authors' rights shall remain with the ENSEMBLE.

4.2 The ENSEMBLE shall acquire all necessary copyrights, in particular copyrights and ancillary copyrights of the artistic contributors to be provided by it and shall include these in the co-production at no additional cost.

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§ 5 Liability

In the event of the prevention of the fulfilment of either party's obligations under this Agreement due to force majeure, fire, flood, war, public disaster, strike or labour disputes, government orders, regulations or directives, or any other cause beyond its control, that party shall not be liable to the other. If desired by both parties and practicable, the parties shall make such other arrangements as are satisfactory to both parties in order to achieve the purpose and intent of this Agreement.

§ 6 Termination

In the event that either party fails to fulfil any of its respective obligations under this Agreement, the other party may terminate this Agreement immediately by notice to the other party and the party terminating this Agreement shall be released from all its obligations under this Agreement without prejudice to its right to claim damages or other compensation to which it is entitled by law.

§ 7 Final provisions

Only this written Agreement shall be authoritative. Amendments and supplements must be made in writing. If one or more provisions should be invalid, the validity of the remainder of the Agreement shall remain unaffected. Any invalid provisions shall be replaced by legally valid ones that come as close as possible to the original version in content-related and economic terms.

In addition, the law of the Federal Republic of Germany shall apply; the place of jurisdictions shall be the place of residence of the ENSEMBLE.

If possible, the parties should agree on the law that the ensemble is familiar with – i.e. the law of its country of residence. This is also useful with regard to the jurisdiction clause, since it means that the law of the ensemble's country of residence can be applied in the event of a dispute.

... [city], ... [date]

... [city], ... [date]

on behalf of the CO-PRODUCER

on behalf of the ENSEMBLE

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