

# Sustainability Clauses in Artists Contracts

This document gathers existing sustainability clauses and written communication prepared by opera companies for guest artists and creative teams.

We hope it will inspire the sector to embrace the topic of sustainability and help make the step to communicate clearly and simply with artists about it.

*Where clauses were not originally written in English, they have been translated using an automatic translation program.*

*This document is confidential and should be handled accordingly.*

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# BELGIUM

La Monnaie | De Munt

## Artikel 4. Overdracht van rechten

a) *De artistieke dienstverlener draagt hierbij op definitieve en exclusieve basis het geheel van auteursrechten op het werk dat in uitvoering van dit contract wordt gemaakt, over aan de Munt | la Monnaie, en in het bijzonder:*

- *het recht van vastlegging en materiële of intellectuele reproductie op eender welke drager, hetzij direct of indirect, tijdelijk of permanent, geheel of gedeeltelijk;*
- *het exclusief aanpassingsrecht van allerlei aard;*
- *het verhuurrecht en het uitleenrecht;*
- *het recht van distributie aan het publiek door verkoop of anderszins;*
- *het recht van mededeling aan het publiek op welke manier dan ook;*
- *het recht om het werk te exploiteren in elke nog onbekende vorm.*

b) *Deze rechten worden toegekend voor elk van de volgende wijzen van exploitatie:*

i) *Met betrekking tot het reproductierecht:*

- *het uitgeven en publiceren van boeken, werken, folders, programma's, brochures, affiches en tijdschriften voor verspreiding door verhuur, verkoop, uitwisseling of het delen op een internetsite door downloaden of streaming (al dan niet gratis) of op een telecommunicatienetwerk van audiovisuele of multimedadragers;*
- *het aanpassen van de vastlegging van het werk, in het bijzonder door de duur ervan te verkorten, door alle visuele en audiovisuele fragmenten te bewerken,*
- *synchronisatie van een visuele of audiovisuele opname in een voorstelling of in een nieuw audiovisueel of multimediaal werk,*
- *synchronisatie op alle media van geluid, stilstaand of bewegend beeld,*

## Article 4. Transfer of rights

a) The artistic service provider hereby transfers, on a definitive and exclusive basis, all copyrights to the work created in performance of this contract to La Monnaie | De Munt, and in particular:

- the right of recording and material or intellectual reproduction on any medium, whether directly or indirectly, temporarily or permanently, in whole or in part;
- the exclusive right of adaptation of any kind;
- the right of rental and lending;
- the right of distribution to the public by sale or otherwise;
- the right of communication to the public by any means whatsoever;
- the right to exploit the work in any form not yet known.

b) These rights are granted for each of the following modes of exploitation:

i) With regard to the right of reproduction:

- the publishing and distribution of books, works, leaflets, programmes, brochures, posters and magazines for distribution by rental, sale, exchange or sharing on an internet site by downloading or streaming (whether free of charge or not) or on a telecommunications network of audiovisual or multimedia carriers;
- the adaptation of the recording of the work, in particular by shortening its duration, by editing all visual and audiovisual fragments,
- synchronisation of a visual or audiovisual recording in a performance or in a new audiovisual or multimedia work,
- synchronisation on all media of sound, still or moving images, or multimedia.

ii) With regard to the right of communication to the public:

*of multimedia.*

ii) *Met betrekking tot het recht van mededeling aan het publiek:*

- *de publieke voorstellingen georganiseerd door de Munt | la Monnaie en de coproducten, op eender welke plaats, zowel bij de creatie als bij eventuele hernemingen of tournees,*
- *live of uitgesteld uitzenden van audiovisuele opnamen binnen en extra muros op een groot scherm,*
- *live of uitgesteld uitgezonden audio- of audiovisuele captaties of opnamen in elke voor het publiek toegankelijke ruimte,*
- *exploitatie via televisie, via de kabel (rechtstreekse injectie), de doorgifte via de kabel, de satelliet, video-on-demand, pay-per-view, catch-up, met inbegrip van de al dan niet gratis openbare uitvoering van uitgezonden of opgenomen werken,*
- *de exploitatie van audiovisuele captaties of producties in alle online mediadiensten, lineair of niet-lineair, gratis of niet, op alle telecommunicatienetwerken, door streaming, downloaden, podcasting;*
- *simulcasting op verschillende media,*
- *exploitatie op alle websites, sociale netwerken en uitwisselingsplatforms.*

c) *Voor elk van de onder (b) bedoelde verrichtingen kan het gebruik van alle of van een gedeelte van de diensten waarop deze opdracht betrekking heeft, bestemd zijn voor:*

- *de al dan niet commerciële verspreiding,*
- *de al dan niet commerciële uitzending,*
- *de promotie van het werk van de Artistieke dienstverlener ,*
- *de promotie van of reclame voor de Munt | la Monnaie, haar activiteiten en haar*

- *public performances organised by La Monnaie | De Munt and its co-producers, in any location, both at the time of creation and in the event of revivals or tours;*
- *live or deferred broadcasting of audiovisual recordings within and outside the walls on a large screen;*
- *live or delayed broadcasts of audio or audiovisual recordings or recordings in any space accessible to the public,*
- *exploitation via television, cable (direct injection), cable transmission, satellite, video-on-demand, pay-per-view, catch-up, including the public performance, whether free of charge or not, of broadcast or recorded works,*
- *the exploitation of audiovisual recordings or productions in all online media services, linear or non-linear, free or not, on all telecommunications networks, by streaming, downloading, podcasting; simulcasting on different media,*
- *exploitation on all websites, social networks and exchange platforms.*

c) *For each of the operations referred to in point (b), the use of all or part of the services covered by this contract may be intended for:*

- *the distribution, whether commercial or not,*
- *the broadcasting, whether commercial or not,*
- *the promotion of the work of the Artistic Service Provider,*
- *the promotion or advertising of La Monnaie, its activities and its productions, publications, products or services of any kind,*
- *the use for advertising purposes of still or moving images of the artistic service provider taken during performances or rehearsals,*
- *the promotion and advertising of services or products,*

<p><i>producties, publicaties, producten of diensten van welke aard ook,</i></p> <ul style="list-style-type: none"> <li>- <i>gebruik voor reclamedoelinden van stilstaande of bewegende beelden van de artistieke dienstverlener die tijdens uitvoeringen of repetities zijn gemaakt,</i></li> <li>- <i>de promotie en reclame voor diensten of producten,</i></li> <li>- <i>archivering door de Munt   la Monnaie of door een door haar aangewezen derde, bestemd om door eenieder, ter plaatse of op afstand, al dan niet kosteloos te worden geraadpleegd,</i></li> <li>- <i>gebruik voor onderwijsdoelinden,</i></li> <li>- <i>gebruik in al dan niet voor het publiek toegankelijke tentoonstellingen.</i></li> </ul> <p>d) <i>De aan de Munt   La Monnaie overgedragen rechten kunnen door haar worden overgedragen of in licentie gegeven aan een derde van haar keuze.</i></p> <p>e) <i>Voor elk van de hierboven opgesomde exploitatiewijzen geldt dat de overdracht van de onder a), b) en c) bedoelde rechten wordt verleend voor alle grondgebieden en rechtsgevolgen, te land, ter zee en in de lucht, en voor de gehele wettelijke duur van de rechten van de Artistieke dienstverlener en zijn/haar/diens rechtsopvolgers, met inbegrip van elke verlenging krachtens Belgisch of buitenlands recht, krachtens Europese richtlijnen of krachtens huidige of toekomstige internationale verdragen.</i></p> <p>f) <i>De overdracht van rechten is onherroepelijk en geldig voor de gehele hierboven vermelde periode, zelfs in geval van beëindiging van deze overeenkomst om welke reden dan ook.</i></p> <p>g) <i>De Artistieke dienstverlener garandeert de Munt   la Monnaie het ongestoord genot van de rechten die zijn toegekend aan de krachtens dit contract geleverde diensten. Bijgevolg, vrijwaart hij de Munt   la Monnaie tegen elke actie, vordering, aanspraak of verzet van een derde die zich</i></p>	<ul style="list-style-type: none"> <li>- <i>archiving by La Monnaie/De Munt or by a third party designated by it, intended to be consulted by anyone, on site or remotely, whether free of charge or not,</i></li> <li>- <i>use for educational purposes,</i></li> <li>- <i>use in exhibitions, whether or not open to the public.</i></li> </ul> <p>d) <i>The rights transferred to La Monnaie   De Munt may be transferred or licensed by it to a third party of its choice.</i></p> <p>e) <i>For each of the modes of exploitation listed above, the transfer of the rights referred to in a), b) and c) is granted for all territories and legal effects, on land, at sea and in the air, and for the entire legal duration of the rights of the Artistic Service Provider and his/her/its legal successors, including any extension under Belgian or foreign law, under European directives or under current or future international treaties.</i></p> <p>f) <i>The transfer of rights is irrevocable and valid for the entire period mentioned above, even in the event of termination of this agreement for any reason whatsoever.</i></p> <p>g) <i>The Artistic Service Provider guarantees La Monnaie   De Munt the undisturbed enjoyment of the rights granted to the services provided under this contract. Consequently, he indemnifies La Monnaie   De Munt against any action, claim, demand or objection by a third party invoking an intellectual or similar right, in particular a copyright, which hinders the free exploitation of all or part of the rights transferred under this agreement.</i></p> <p>h) <i>The artistic service provider guarantees La Monnaie   De Munt that he/she/it holds all copyrights and intellectual property rights of his/her/its employees, employees and manager, as well as third parties with whom he/she/it collaborates, on the works created by the artistic service provider, which he/she/it transfers to La Monnaie   De Munt under this agreement.</i></p>
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<p><i>beroept op een intellectueel of gelijkaardig recht, in het bijzonder een auteursrecht, en die de vrije exploitatie van het geheel of een deel van de krachtens deze overeenkomst overgedragen rechten belemmert.</i></p> <p><i>h) De artistieke dienstverlener garandeert de Munt   la Monnaie dat hij/zij/die alle auteursrechten en intellectuele eigendomsrechten van zijnaangestelden, medewerkers en zaakvoerder, alsook van derden met wie hij/zij/die samenwerkt, op de door de artistieke dienstverlener gecreëerde werken, die hij/zij/die krachtens deze overeenkomst aan de Munt   la Monnaie overdraagt, heeft verworven. Hij/zij/die garandeert de Munt   la Monnaie ook dat het werk geen inbreuk maakt op de rechten van derden.</i></p> <p><i>i) De Artistieke dienstverlener verklaart dat hij/zij/die niet gebonden is door enige exclusiviteitsverbintenis die zijn/haar/diens deelname aan geluids- of audiovisuele opnamen van het werk dat het voorwerp uitmaakt van deze overeenkomst en de uitzending ervan zou verhinderen</i></p> <p><i>j) De Artistieke dienstverlener verzekert de Munt   la Monnaie dat hij/zij/die niet aangesloten is bij een onderneming voor het collectieve beheer van de auteursrechten, die enig beroep zou kunnen doen op de Munt   la Monnaie of dat hij/zij/die afziet van de inning van alle andere gelden uit rechten dan deze die hoger werden vermeld.</i></p> <p><i>k) De Artistieke dienstverlener verbindt er zich toe de Munt   la Monnaie te vrijwaren voor alle schade die voortvloeit uit de aanspraak van een derde op het Werk en een inbreuk op voorgaande garanties.</i></p> <p><i>l) De vergoeding voor de overdracht van de rechten zoals hierboven beschreven is begrepen in de honoraria voorzien in artikel 3.</i></p>	<p>He/she/it also guarantees La Monnaie   De Munt that the work does not infringe the rights of third parties.</p> <p>i) The artistic service provider declares that he/she/it is not bound by any exclusivity agreement that would prevent his/her/its participation in sound or audiovisual recordings of the work that is the subject of this agreement and its broadcast.</p> <p>j) The Artistic Service Provider assures La Monnaie   De Munt that he/she/it is not affiliated with any collective copyright management organisation that could make any claim against La Monnaie, or that he/she/it waives the collection of any other fees than those mentioned above.</p> <p>k) The Artistic Service Provider undertakes to indemnify La Monnaie   De Munt for any damage resulting from a third party's claim to the Work and a breach of the above guarantees.</p> <p>l) The remuneration for the transfer of rights as described above is included in the fees provided for in Article 3.</p>
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**Artikel 5. Eigendom van het project, met inbegrip van het Werk**

- a) *De partijen komen overeen dat de Munt | La Monnaie de enige eigenaar is van alle goederen (decors, kostuums, rekwisieten, materiële elementen) die worden gecreëerd als onderdeel van het project in uitvoering van deze Overeenkomst, met inbegrip van het Werk.*
- b) *In geval van coproductie komen de partijen overeen dat de Munt | La Monnaie de enige eigenaar is van alle goederen (decors, kostuums, rekwisieten, materiële elementen) van het project dat in uitvoering van deze Overeenkomst wordt gecreëerd, met inbegrip van het Werk. Voor zover nodig wordt gespecificeerd dat de Munt | la Monnaie het recht heeft om een deel (percentage) of de volledige eigendom van de goederen (decors, kostuums, rekwisieten, materiële elementen) die in het kader van het project zijn gecreëerd, inclusief het Werk, over te dragen aan de coproducent(en).*

**Article 5. Ownership of the project, including the Work**

- a) The parties agree that La Monnaie | De Munt is the sole owner of all goods (sets, costumes, props, material elements) created as part of the project in execution of this Agreement, including the Work.
- b) In the event of co-production, the parties agree that La Monnaie | De Munt is the sole owner of all goods (sets, costumes, props, material elements) of the project created in execution of this Agreement, including the Work. Where necessary, it is specified that La Monnaie | De Munt has the right to transfer part (percentage) or all ownership of the goods (sets, costumes, props, material elements) created within the framework of the project, including the Work, to the co-producer(s).

**Artikel 6 . Lot van de bestanddelen van het werk aan het einde van de productie en afstand van de uitoefening van bepaalde morele rechten**

- a) *Voor de toepassing van deze bepaling omvat het begrip "bestanddelen van het Werk" het decor, de kostuums, de rekwisieten, de maquettes van de decors (reëel of virtueel), de kostuumschetsen en de tekeningen van de rekwisieten en het meubilair gebruikt in de encenering, alsook alle andere materiële bestanddelen van het Werk.*
- b) *De artistieke dienstverlener verklaart afstand te doen van de uitoefening van zijn moreel recht op respect en integriteit en meer bepaald van de uitoefening van zijn moreel recht om zich te verzetten tegen elke wijziging van het geheel of een deel van de bestanddelen van het Werk. De Gebruiker erkent uitdrukkelijk dat de Munt of haar rechtverkrijgenden vrij zijn om de bestanddelen van het Werk geheel of gedeeltelijk aan te passen of te wijzigen. Hij doet ook afstand van de uitoefening van zijn morele auteursrechten op*

**Article 6. Fate of the components of the work at the end of production and waiver of the exercise of certain moral rights**

- a) For the purposes of this provision, the term "components of the Work" includes the set, the costumes, the props, the models of the sets (real or virtual), the costume sketches and the drawings of the props and furniture used in the staging, as well as all other material components of the Work.
- b) The artistic service provider declares that it waives the exercise of its moral right to respect and integrity and, more specifically, the exercise of its moral right to oppose any modification of all or part of the components of the Work. The User expressly acknowledges that La Monnaie or its successors are free to adapt or modify all or part of the components of the Work. He also waives the exercise of his moral copyrights on those elements that form the Work, which are modified, transferred or reused by La Monnaie/De Munt or its successors after the end of production.

*deze elementen die het Werk vormen, die na afloop van de productie door de Munt of haar rechtverkrijgenden worden gewijzigd, overgedragen of hergebruikt.*

*De artistieke dienstverlener garandeert de Munt ook dat hij met zijn werknemers, medewerkers en zaakvoerders is overeengekomen dat zij afstand doen van de uitoefening van hun morele rechten van auteurschap en integriteit over de bestanddelen van het Werk, voor zover de wet dat toelaat.*

- c) *In het bijzonder machtigt de artistieke dienstverlener de Munt onherroepelijk om na de productie wijzigingen aan te brengen aan de Elementen van het Werk omwille van volgende redenen:*
- *De demontage en het hergebruik van alle of een deel van de bestanddelen van het Werk voor een opvoering in een ander gebouw dan dat van de Koninklijke Muntschouwburg, ongeacht of de delen van deze bestanddelen van het Werk herkenbaar zijn of niet;*
  - *De demontage en het hergebruik van alle of een deel van de Elementen van het Werk als onderdeel van een andere organisatie waarvoor de Munt niet de producent is, ongeacht of de delen van deze Elementen van het Werk herkenbaar zijn.*
  - *De ontmanteling, het hergebruik en de aanpassing van alle of een deel van de bestanddelen van het Werk, ongeacht of de delen van deze bestanddelen van het Werk herkenbaar zijn, in het geval van coproductie;*
  - *Het ontmantelen en hergebruiken van alle of een deel van de bestanddelen van het Werk voor een andere productie, ongeacht of de delen van deze bestanddelen van het Werk herkenbaar zijn;*
  - *De ontmanteling en verkoop van alle of een deel van de bestanddelen van het Werk, ongeacht of de delen van deze bestanddelen van het Werk herkenbaar zijn;*

The artistic service provider also guarantees La Monnaie/De Munt that he has agreed with his employees, collaborators and managers that they waive the exercise of their moral rights of authorship and integrity over the components of the Work, to the extent permitted by law.

- c) In particular, the artistic service provider irrevocably authorises La Monnaie/De Munt to make changes to the Elements of the Work after production for the following reasons:
- The dismantling and reuse of all or part of the components of the Work for a performance in a building other than that of the Royal Theatre of La Monnaie, regardless of whether the parts of these components of the Work are recognisable or not;
  - The dismantling and reuse of all or part of the Elements of the Work as part of another organisation for which La Monnaie/De Munt is not the producer, regardless of whether the parts of these Elements of the Work are recognisable.
  - The dismantling, reuse and adaptation of all or part of the components of the Work, regardless of whether the parts of these components of the Work are recognisable, in the case of co-production;
  - The dismantling and reuse of all or part of the components of the Work for another production, regardless of whether the parts of these components of the Work are recognisable;
  - The dismantling and sale of all or part of the components of the Work, regardless of whether the parts of these components of the Work are recognisable;
  - The dismantling and free transfer of all or part of the components of the Work to In-limbo (whose website is accessible via the following link: <https://www.inlimbo.brussels/dash/dist/index.html#/home> ) or to any other non-profit association or foundation with similar objectives or to any other third party, regardless of

- De demontage en gratis overdracht van alle of een deel van de bestanddelen van het Werk aan In-limbo (waarvan de website toegankelijk is via de volgende link: <https://www.inlimbo.brussels/dash/dist/index.html#/home>) of aan elke andere vereniging of stichting zonder winstoogmerk met gelijkaardige doelstellingen of aan elke andere derde, ongeacht of de delen van deze bestanddelen van het Werk al dan niet herkenbaar zijn.

d) Voor zover nodig wordt gepreciseerd dat de Munt het recht heeft om de bestanddelen van het Werk geheel of gedeeltelijk te vernietigen, zonder dat de artistieke dienstverlener zich kan beroepen op zijn moreel recht op integriteit of op zijn moreel recht op respect voor het Werk.

e) De toelating om de bestanddelen van het Werk onder de hierboven vermelde voorwaarden te wijzigen, te ontmantelen, te hergebruiken of te vernietigen, wordt verleend aan de Munt, alsook ten voordele van al haar rechthebbenden en rechtverkrijgenden.

f) Als uitzondering op de punten a), b), c) en d) hierboven, heeft aan het einde van de productie en nadat de Munt heeft verklaard dat het project en/of het Werk dat in uitvoering van deze overeenkomst is gemaakt, is gedeclasseerd en deze verklaring heeft meegedeeld aan de artistieke dienstverlener, beschikt deze over een termijn van 1 maand vanaf de ontvangst van deze verklaring om de Munt schriftelijk op de hoogte te brengen van zijn wens om bepaalde specifieke elementen van de bestanddelen van het werk, in het bijzonder bepaalde rekwisieten of kostuums voor bepaalde personages, op eigen kosten terug te nemen. In dat geval onderhandelen de partijen te goeder trouw over de prijs waartegen de artistieke dienstverlener deze elementen geheel of gedeeltelijk kan terugnemen. Bij gebrek aan overeenstemming tussen partijen over deze financiële voorwaarden, gelden de voorgaande

whether the parts of these components of the Work are recognisable or not.

d) Where necessary, it is specified that La Monnaie has the right to destroy all or part of the components of the Work, without the artistic service provider being able to invoke his moral right to integrity or his moral right to respect for the Work.

e) Permission to modify, dismantle, reuse or destroy the components of the Work under the conditions set out above is granted to La Monnaie/De Munt, as well as to all its beneficiaries and assignees.

f) As an exception to points a), b), c) and d) above, at the end of production and after La Monnaie/De Munt has declared that the project and/or the Work created in execution of this agreement has been declassified and has communicated this declaration to the artistic service provider, the latter shall have a period of one month from receipt of this declaration to inform La Monnaie/De Munt in writing of its wish to take back, at its own expense, certain specific elements of the components of the work, in particular certain props or costumes for certain characters. In that case, the parties shall negotiate in good faith on the price at which the artistic service provider may take back all or part of these elements. In the absence of agreement between the parties on these financial conditions, the previous provisions shall apply, i.e. points a), b), c) and d) of this article.

If the artistic service provider has not informed La Monnaie/De Munt within the period referred to in the previous paragraph of its wish to take back all or part of the components of the Work, or if the components of the Work which it has indicated it wishes to take back have not been taken back by it and at its expense within a period of three months from the date of notification of its wish to take back the Work, the artistic service provider accepts that La Monnaie/De Munt may, at its discretion and in accordance with points a), b), c) and d) above, either have the Elements of which the Work consists destroyed in whole or in part, or reuse or resell the

<p><i>bepalingen, i.e. de punten a), b), c) en d) van dit artikel.</i></p> <p><i>Indien de artistieke dienstverlener de Munt niet binnen de in het vorige lid bedoelde termijn op de hoogte heeft gebracht van zijn wens om de bestanddelen van het Werk geheel of gedeeltelijk terug te nemen, of indien de bestanddelen van het Werk waarvan hij heeft aangegeven dat hij ze wil terugnemen, niet door hem en op zijn kosten zijn teruggenomen, binnen een termijn van drie maanden vanaf de datum van de kennisgeving van zijn wens om het Werk terug te nemen, aanvaardt de artistieke dienstverlener dat de Munt, naar eigen keuze en overeenkomstig de punten a), b), c) en d) hierboven, ofwel de Elementen waaruit het Werk bestaat geheel of gedeeltelijk kan laten vernietigen, ofwel de Elementen waaruit het Werk bestaat geheel of gedeeltelijk kan hergebruiken of doorverkopen.</i></p>	<p>Elements of which the Work consists in whole or in part.</p>
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## CZECH REPUBLIC

### National Theatre Prague

The Stage Director undertakes to prioritize the use of sustainable products and processes to improve the environmental impact of the Production so that NT can continue fulfilling its commitment to producing more environmentally responsible productions. NT's sustainable theatre operations standards are available at: <https://www.narodni-divadlo.cz/en/about-us/sustainability> ("Sustainability Obligation").

## FRANCE

### Opéra de Lille

**The engagements expected by the artist:**

**ETHICAL ENGAGEMENTS**

The Opéra de Lille is engaged into a citizen sustainable approach that gathers the staff, the artists, the public and all its stakeholders around a strong dynamic committed to an economical, social and environmental transition. It has a will to encourage an opening to all the public and to propose to its employees a safe, inclusive and fulfilling work place. For this matter, THE ARTIST commits to collaborate with all of the Opéra de Lille stakeholders (employees, suppliers, providers, etc.) with consideration, trust and respect.

## ENVIRONMENTAL ENGAGEMENTS

The Opéra de Lille has the will to reduce its impact on the environment regarding its energy consumption, greenhouse gas emissions, pollution, and waste, in the entire production's life cycle. For this matter, THE ARTIST commits to:

- Respect the sustainability principals (control, anticipation, reduction) during the whole collaboration.
- Be open to more sustainable alternatives (reused elements, second hand, low carbon materials).
- Be a source of proposals to reach the sustainable objectives that the Opéra de Lille presented in the third point of this charter.

## FOLLOW-UP OF THE ENGAGEMENTS

The signing of this charter equals the acceptance and the engagement of THE ARTIST. Evaluations on the sustainability level can be made for the whole production. The information will be measured by the tools listed below:

- SEEDS (environmental impact calculator) that analyzes the carbon footprint of a production.
- A life cycle analysis adapted from the Theatre Green Book that evaluates the reuse rate, and the amount of recycled elements, from the sourcing to the end of the production.

The Opéra de Lille teams are engaged in this sustainable policy and will know how to help and advise on your choices.

## Théâtre du Châtelet

### Clause Costumes :

#### **3.b. Dispositions relatives à la responsabilité sociale des entreprises – Eco-conception et Eco-responsabilité**

*Le Théâtre s'engage dans une démarche RSE (Responsabilité Sociale des Entreprises) afin de réduire l'impact de ses activités sur l'environnement. Pour cela, le Théâtre adopte une méthodologie d'écoconception des Costumes.*

*A ce titre, le Contractant s'engage à s'associer aux équipes du Théâtre, et plus particulièrement à celles de sa direction technique et de son atelier de création de costumes, dans leur démarche de développement durable et à faire ses meilleurs efforts pour avoir recours au stock de costumes et de tissus existants, à des matières éco-responsables (y compris la teinture naturelle). Le Théâtre se réserve le droit de refuser l'utilisation de certains matériaux et/ou l'entièreté du projet du Contractant en raison de leur impact sur l'environnement et/ou la santé humaine et/ou ou pour des raisons éthiques.*

### Costume clause:

#### **3.b. Provisions relating to corporate social responsibility – Eco-design and eco-responsibility**

The Theatre is committed to a CSR (Corporate Social Responsibility) approach in order to reduce the impact of its activities on the environment. To this end, the Theatre has adopted an eco-design methodology for costumes.

As such, the Contractor undertakes to work with the Theatre's teams, particularly those in its technical department and costume workshop, in their sustainable development efforts and to make every effort to use existing costume and fabric stocks and eco-responsible materials (including natural dyes). The Theatre reserves the right to refuse the use of certain materials and/or the Contractor's entire project due to their impact on the environment and/or human health and/or for ethical reasons.

The Contractor declares that they are aware that the Theatre refuses to use the following materials in its productions: animal fur from protected species,

*Le Contractant déclare être informé(e) que le Théâtre refuse l'usage des matières suivantes dans ses productions : les fourrures animales d'espèces protégées y compris celles acquises sur les marchés d'occasion, les plumes d'oiseaux protégés sauf si issues d'un élevage. Il est rappelé que, conformément à l'article 3.a., le choix définitif des fournisseurs extérieurs appartient à la direction technique du Théâtre. Ainsi, les fournisseurs ne correspondant pas aux critères RSE déterminés par la direction technique du Théâtre pourraient ne pas être choisis par cette dernière.*

*En outre, dans le cadre de cette démarche éco-responsable, le Théâtre inscrit son activité dans une économie circulaire et collaborative en favorisant l'utilisation des matériels dits « répertoire », c'est-à-dire issus d'autres productions du Théâtre, après avoir obtenu l'autorisation des auteurs de ces autres productions, en vertu du droit au respect de leur oeuvre.*

*A ce titre, si la Production fait l'objet d'un déclassement, le Théâtre en informera le Contractant et pourra réutiliser tout ou partie des Costumes pour d'autres productions du Théâtre et/ou pour les besoins d'un acteur partenaire (association caritative et/ou acteur du spectacle vivant et/ou organisations spécialisées dans la valorisation des costumes) et/ou pour les recycler et les transformer.*

*Il sera également demandé en priorité au Contractant d'identifier dans le stock de costumes du Théâtre ceux qui pourraient répondre à son projet artistique, moyennant des transformations si nécessaire.*

*Cette autorisation implique la cession du droit de reproduction et du droit de représentation. Elle est donnée à titre gratuit, pour le monde entier et pour la durée légale du droit d'auteur et dans un but exclusivement lié au développement durable conformément aux utilisations mentionnées ci-dessus.*

**Clause décorateur :**

*Le Théâtre s'engage dans une démarche RSE (responsabilité sociale et environnementale) afin de*

including that acquired on second-hand markets, and feathers from protected birds, unless they come from a farm. It is noted that, in accordance with Article 3.a., the final choice of external suppliers rests with the Theatre's technical management. Therefore, suppliers who do not meet the CSR criteria determined by the Theatre's technical management may not be selected by the latter.

Furthermore, as part of this eco-responsible approach, the Theatre is committed to a circular and collaborative economy by promoting the use of so-called 'repertoire' materials, i.e. materials from other Theatre productions, after obtaining the authorisation of the authors of these other productions, in accordance with their right to respect for their work.

As such, if the Production is downgraded, the Theatre will inform the Contractor and may reuse all or part of the Costumes for other Theatre productions and/or for the needs of a partner actor (charitable association and/or performing arts actor and/or organisations specialising in the reuse of costumes) and/or to recycle and transform them.

The Contractor will also be asked, as a priority, to identify those costumes in the Theatre's stock that could be used for their artistic project, with alterations if necessary.

This authorisation implies the transfer of the right of reproduction and the right of representation. It is granted free of charge, worldwide and for the legal duration of the copyright, and for the sole purpose of sustainable development in accordance with the uses mentioned above.

**Set designer clause:**

The Theatre is committed to a CSR (corporate social responsibility) approach in order to reduce the impact

*réduire l'impact de ses activités sur l'environnement. Pour cela, le Théâtre adopte une méthodologie d'écoconception des décors et accessoires visant notamment à utiliser du matériel et des matières premières recyclés et/ou recyclables quand cela est envisageable.*

*A ce titre, le Contractant s'engage à s'associer aux équipes du Théâtre, et plus particulièrement celles de sa direction technique et de son atelier de création de décors et accessoires, dans leur démarche de développement durable et à faire ses meilleurs efforts pour recourir à du matériel durable. Il est entendu par « matériel durable » tout matériel ayant fait l'objet d'une attention particulière quant à sa provenance, ses composants et son empreinte carbone.*

*Le Théâtre se réserve le droit de refuser l'utilisation de certains matériaux et/ou l'entièreté du projet du Contractant en raison de leur impact sur l'environnement et/ou la santé humaine, ou pour des raisons éthiques.*

*En outre, dans le cadre de cette démarche éco-responsable, le Théâtre inscrit son activité dans une économie circulaire et collaborative en favorisant l'utilisation des matériels dits « répertoire », c'est-à-dire issus d'autres productions du Théâtre, après avoir obtenu l'autorisation des auteurs en vertu du droit au respect de leur œuvre.*

*A ce titre, le Contractant autorise le Théâtre, après le déclassement de la production [Nom de la Production], à modifier son œuvre scénographique en vue de son démantèlement et ce afin de pouvoir réutiliser des éléments de scénographie pour d'autres productions du Théâtre et/ou pour les besoins d'un acteur partenaire (association caritative et/ou acteur du spectacle vivant et/ou organisations spécialisées dans la valorisation des décors) et/ou pour les recycler et les transformer (notamment recyclage du bois et du plastique). Le Contractant autorise également le Théâtre à réutiliser les œuvres composant la scénographie pour d'autres productions du Théâtre et/ou pour les besoins d'un acteur partenaire*

of its activities on the environment. To this end, the Theatre adopts an eco-design methodology for sets and props, aimed in particular at using recycled and/or recyclable materials and raw materials whenever possible.

As such, the Contractor undertakes to work with the Theatre's teams, particularly those in its technical department and its set and prop design workshop, in their sustainable development efforts and to make every effort to use sustainable materials. The term 'sustainable materials' refers to any materials that have been carefully selected in terms of their origin, components and carbon footprint.

The Theatre reserves the right to refuse the use of certain materials and/or the Contractor's entire project due to their impact on the environment and/or human health, or for ethical reasons.

Furthermore, as part of this eco-responsible approach, the Theatre is committed to a circular and collaborative economy by promoting the use of so-called 'repertoire' materials, i.e. materials from other Theatre productions, after obtaining the authors' authorisation in accordance with their right to respect for their work.

In this regard, the Contractor authorises the Theatre, after the decommissioning of the production [Name of Production], to modify its scenographic work with a view to dismantling it in order to reuse elements of the scenography for other Theatre productions and/or for the needs of a partner actor (charitable association and/or performing arts actor and/or organisations specialising in the reuse of sets) and/or to recycle and transform them (in particular recycling wood and plastic). The Contractor also authorises the Theatre to reuse the works comprising the scenography for other Theatre productions and/or for the needs of a partner actor (charitable association and/or performing arts actor and/or organisations specialising in the reuse of sets).

This authorisation implies the transfer of the right of reproduction and the right of representation, it being

<p><i>(association caritative et/ou acteur du spectacle vivant et/ou organisations spécialisées dans la valorisation des décors).</i></p> <p><i>Cette autorisation implique la cession du droit de reproduction et du droit de représentation, étant entendu que le Théâtre s'engage à ne pas réutiliser l'œuvre scénographique dans sa totalité mais uniquement ses éléments. Elle est donnée à titre gratuit, pour le monde entier et pour la durée légale du droit d'auteur et dans un but exclusivement lié au développement durable conformément aux utilisations mentionnées ci-dessus.</i></p>	<p>understood that the Theatre undertakes not to reuse the scenographic work in its entirety but only its elements. It is granted free of charge, worldwide and for the legal duration of the copyright, and for purposes exclusively related to sustainable development in accordance with the uses mentioned above.</p>
<p><b><u>Clause conception lumière</u></b></p> <p><b>3.b. Eco-conception</b></p> <p><i>Le Théâtre s'engage dans une démarche RSE (responsabilité sociale et environnementale) afin de réduire l'impact de ses activités sur l'environnement. Pour cela, le Théâtre adopte une méthodologie d'écoconception des décors et accessoires visant notamment à utiliser du matériel et des matières premières recyclés et/ou recyclables quand cela est envisageable.</i></p> <p><i>A ce titre, le Contractant s'engage à s'associer aux équipes du Théâtre, et plus particulièrement celles de sa direction technique et de son atelier de création de décors et accessoires, dans leur démarche de développement durable et à faire ses meilleurs efforts pour recourir à du matériel durable. Il est entendu par « matériel durable » tout matériel ayant fait l'objet d'une attention particulière quant à sa provenance, ses composants et son empreinte carbone.</i></p> <p><i>Le Théâtre se réserve le droit de refuser l'utilisation de certains matériaux et/ou l'entièreté du projet du Contractant en raison de leur impact sur l'environnement et/ou la santé humaine, ou pour des raisons éthiques.</i></p> <p><i>En outre, dans le cadre de cette démarche éco-responsable, le Théâtre inscrit son activité dans une économie circulaire et collaborative en favorisant l'utilisation des matériels dits « répertoire », c'est-à-dire issus d'autres productions du Théâtre, après avoir</i></p>	<p><b><u>Lighting design clause</u></b></p> <p><b>3.b. Eco-design</b></p> <p>The Theatre is committed to a CSR (corporate social responsibility) approach in order to reduce the impact of its activities on the environment. To this end, the Theatre adopts an eco-design methodology for sets and props, aimed in particular at using recycled and/or recyclable materials and raw materials whenever possible.</p> <p>As such, the Contractor undertakes to work with the Theatre's teams, particularly those in its technical department and its set and prop design workshop, in their sustainable development efforts and to make every effort to use sustainable materials. The term 'sustainable materials' refers to any materials that have been carefully selected in terms of their origin, components and carbon footprint.</p> <p>The Theatre reserves the right to refuse the use of certain materials and/or the Contractor's entire project due to their impact on the environment and/or human health, or for ethical reasons.</p> <p>Furthermore, as part of this eco-responsible approach, the Theatre is committed to a circular and collaborative economy by promoting the use of so-called 'repertoire' materials, i.e. materials from other Theatre productions, after obtaining the authors' authorisation in accordance with their right to respect for their work.</p> <p>As such, the Contractor authorises the Theatre, after the</p>

*obtenu l'autorisation des auteurs en vertu du droit au respect de leur œuvre.*

*A ce titre, le Contractant autorise le Théâtre, après le déclassement de la production [Nom de la production], à modifier son œuvre scénographique en vue de son démembrement et ce afin de pouvoir réutiliser des éléments de scénographie pour d'autres productions du Théâtre et/ou pour les besoins d'un acteur partenaire (association caritative et/ou acteur du spectacle vivant et/ou organisations spécialisées dans la valorisation des décors) et/ou pour les recycler et les transformer (notamment recyclage du bois et du plastique). Le Contractant autorise également le Théâtre à réutiliser les œuvres composant la scénographie pour d'autres productions du Théâtre et/ou pour les besoins d'un acteur partenaire (association caritative et/ou acteur du spectacle vivant et/ou organisations spécialisées dans la valorisation des décors).*

*Cette autorisation implique la cession du droit de reproduction et du droit de représentation, étant entendu que le Théâtre s'engage à ne pas réutiliser l'œuvre scénographique dans sa totalité mais uniquement ses éléments. Elle est donnée à titre gratuit, pour le monde entier et pour la durée légale du droit d'auteur et dans un but exclusivement lié au développement durable conformément aux utilisations mentionnées ci-dessus.*

**Transports**

*Le Théâtre prendra en charge les frais de voyage aller-retour entre le domicile du Contractant et Paris – en avion classe économique ou train seconde classe – tant pour la période de préparation que pour la période des répétitions à Paris, étant entendu qu'aucun déplacement ne pourra être entrepris sans un accord écrit de la direction de la production. Le Contractant s'engage à communiquer au Théâtre la date et ses souhaits de voyage au minimum trois (3) mois avant le début de la période d'engagement. Le Théâtre pourra se charger de la réservation des billets. A défaut, le Théâtre devra donner son accord au Contractant pour qu'il effectue lui-même la réservation.*

decommissioning of the production [Name of the production], to modify its scenographic work with a view to dismantling it in order to reuse elements of the scenography for other Theatre productions and/or for the needs of a partner actor (charitable association and/or performing arts actor and/or organisations specialising in the reuse of sets) and/or to recycle and transform them (in particular recycling wood and plastic). The Contractor also authorises the Theatre to reuse the works comprising the scenography for other Theatre productions and/or for the needs of a partner actor (charitable association and/or performing arts actor and/or organisations specialising in the reuse of sets).

This authorisation implies the transfer of the right of reproduction and the right of representation, it being understood that the Theatre undertakes not to reuse the scenographic work in its entirety but only its elements. It is granted free of charge, worldwide and for the legal duration of the copyright, and for purposes exclusively related to sustainable development in accordance with the uses mentioned above.

**Transports**

The Theatre will cover the cost of return travel between the Contractor's home and Paris – by economy class air travel or second class rail travel – for both the preparation period and the rehearsal period in Paris, on the understanding that no travel may be undertaken without the written agreement of the production management. The Contractor undertakes to inform the Theatre of the date and their travel preferences at least three (3) months before the start of the engagement period. The Theatre may take care of booking the tickets. Failing this, the Theatre must give its consent to the Contractor to make the booking themselves.

As part of the Theatre's CSR (Corporate Social

*Dans le cadre de la réalisation de la démarche RSE (Responsabilité Sociale des Entreprises) du Théâtre, les voyages nécessitant moins de 5h00 de gare à gare sont effectués de préférence en train. Tout remboursement sera effectué sur présentation des pièces justificatives (titres originaux) et dans la devise d'achat des titres de transport. Par exception et selon les contraintes bancaires, le Théâtre pourra effectuer le remboursement en euros à condition que le montant total pour chaque virement correspondant au remboursement de ces frais soit supérieur ou égal à 200 euros en tenant compte du taux de conversion en vigueur le jour dudit virement.*

*S'agissant des transports sur place, à savoir les transports dans Paris et/ou sa banlieue, les transports en commun et/ou le covoiturage seront privilégiés par le Contractant et le Théâtre.*

*Pour les transports locaux, le Théâtre remboursera au Contractant, sur présentation des justificatifs (en particulier une attestation de mobilité durable pour les modes de transport visés par le forfait mobilités durables), 50% du montant d'une carte pass Navigo ou découverte ou des tickets (RER, bus, métro) ou d'un abonnement Velib, et ce au prorata de l'engagement du Contractant.*

*Par ailleurs, si le Contractant utilise un mode de transport visé par le forfait mobilités durables visé à l'article R.3261-13-2 du Code du travail, il devra remplir une attestation sur l'honneur mise à disposition par le Théâtre et transmettre un justificatif d'utilisation de l'un de ces modes de transport.*

Responsibility) policy, journeys requiring less than 5 hours from station to station shall preferably be made by train. All reimbursements shall be made upon presentation of supporting documents (original tickets) and in the currency in which the tickets were purchased. As an exception and depending on banking constraints, the Theatre may make the reimbursement in euros, provided that the total amount for each transfer corresponding to the reimbursement of these expenses is greater than or equal to 200 euros, taking into account the conversion rate in force on the day of the transfer.

With regard to local transport, i.e. transport within Paris and/or its suburbs, public transport and/or carpooling will be preferred by the Contractor and the Theatre.

For local transport, the Theatre shall reimburse the Contractor, upon presentation of supporting documents (in particular a sustainable mobility certificate for modes of transport covered by the sustainable mobility package), 50% of the cost of a Navigo or Découverte pass or tickets (RER, bus, metro) or a Velib subscription, in proportion to the Contractor's commitment. Furthermore, if the Contractor uses a mode of transport covered by the sustainable mobility package referred to in Article R.3261-13-2 of the Labour Code, they must complete a sworn statement provided by the Theatre and submit proof of use of one of these modes of transport.

## GERMANY

### Staatsoper Hamburg

<p><b>Reise- und Unterkunftskosten</b> <i>Bei der Buchung von Reisen sind neben den Grundsätzen der Zweckmäßigkeit, Sparsamkeit und Wirtschaftlichkeit auch die Aspekte der Umweltverträglichkeit und Nachhaltigkeit zu berücksichtigen:</i></p> <p><b>Bahn:</b> <i>Bei Inlandsreisen, Reisen im grenznahen Raum sowie Reisen von und zu Zielen, die mit der Bahn als alternativem Reisemittel zum Flug gut erreichbar sind, ist grundsätzlich mit der Bahn zu reisen. Die Staatsoper erstattet die Fahrkosten der 2. Klasse (inkl. ICE).</i></p> <p><b>Flugzeug:</b> <i>Die Benutzung des Flugzeugs als Reisemittel ist grundsätzlich nur möglich, wenn dies aus wirtschaftlichen oder dienstlichen Gründen notwendig ist. Die Staatsoper erstattet die Flugkosten der Economy-Class.</i></p> <p><b>PKW:</b> <i>Die Benutzung eines PKWs wird nur in begründeten Einzelfällen und nach vorheriger Genehmigung durch die Staatsoper bis zur Höhe der Kosten einer Bahnkarte (DB 2. Klasse inkl. ICE) übernommen.</i></p>	<p><b>Travel &amp; Accommodation costs</b> When booking travel, in addition to the principles of expediency, economy and efficiency, aspects of environmental compatibility and sustainability must also be taken into account:</p> <p><b>Train:</b> For domestic trips, trips in cross-border regions, and trips to and from destinations that are easily reachable by train as an alternative to flying, travel should generally be undertaken by train. The State Opera reimburses 2nd-class train fares (including ICE).</p> <p><b>Air travel:</b> Air travel is generally only permitted if necessary for economic or business reasons. The State Opera reimburses economy class air travel costs.</p> <p><b>Car travel:</b> Car travel is only permitted in justified individual cases and with the prior approval of the State Opera, up to the cost of a rail ticket (DB 2nd class, including ICE).</p>
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### Oper Leipzig

<p><b><u>5 Nachhaltigkeit</u></b> <i>Aus Gründen der Nachhaltigkeit sind beim Entwurf zur Umsetzung des Bühnen- und Kostümbildes die Verwendung der vorhandenen Grundbaumaterialien &amp; Stoffaushänge sowie die Nutzung des Dekorations-, Requisiten-, Möbel- und Kostümfundus zu berücksichtigen und anzustreben. Umweltverträglichen Materialien und Fertigungstechnologien ist der Vorzug zu gewähren.</i></p> <p><i>Des Weiteren sind Produkte mit einschlägigen Umwelt-</i></p>	<p><b><u>5 Sustainability</u></b> For reasons of sustainability, the design for the implementation of the stage and costume design must take into account and strive to use existing basic building materials and fabric hangings, as well as the decoration, props, furniture and costume collection. Environmentally friendly materials and manufacturing technologies are to be given preference.</p> <p>Furthermore, products with relevant environmental certificates and seals should be preferred. Equipment</p>
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Zertifikaten und -siegeln zu bevorzugen. Schwer recyclebare Ausstattungen, wie z.B. untrennbare Materialverbindungen und anderer Sondermüll, sind zu vermeiden bzw. auf das Nötigste zu reduzieren. Bei den verwendeten Materialien ist das Liefermaß zu berücksichtigen, um unnötigen Verschnitt zu vermeiden, insbesondere bei Plattenwerkstoffen aus Holz- & Kunststoffen.

Die Oper Leipzig weißt den Gast darauf hin, dass sie sich einer nachhaltigen Arbeitsweise verpflichtet fühlen und erwartet dies auch in der Zusammenarbeit mit den Gästen. Grundlage dieser Arbeit sind die Grundsätze des „Theatre Greenbook“ Teil 1 bis 3 der Deutschen Theatertechnischen Gesellschaft Service GmbH in der jeweils aktuellen Fassung. Das „Theatre Greenbook“ ist für die Gäste abrufbar unter [greenbook.dthgev.de](https://greenbook.dthgev.de) oder unter <https://theatregreenbook.com>.

**For set designers:**

"Die Bühnen sind darum bemüht, bestehende oder neu geschaffene Elemente Bühnenbildnerischer Ausstattung im Sinne der Nachhaltigkeit und Ressourcenschonung möglichst häufig wiederzuverwenden. Dazu wurde ein System geschaffen, innerhalb dessen die Bühnenbildnerischen Gegenstände, sogenannte „Module“, so beschaffen sind, dass diese bspw. aufgrund kompatibler Maße, Materialien oder Ästhetik in möglichst vielfältiger Art und Weise miteinander kombiniert verwendet werden können. Um Bühnenbildner\_innen die Nutzung des Systems zu erleichtern, werden die Elemente in einen gemeinsamen Katalog aufgenommen, welcher die Grundlage für die mit dem System hergestellte Bühnenbilder als individuelle Gesamtkomposition aus den einzelnen Modulen und individuellen Anpassungen der Oberflächen etc. darstellt. Um eine Wiederverwendung zu ermöglichen, werden neu geschaffene Bühnenelemente so konzipiert, dass sie aufgrund ihrer Beschaffenheit zu einem Teil des Systems werden und als Ausgangselemente für weitere Bühnenbilder des Hauses in den Katalog mit aufgenommen.

Dem Regieteam wird ein Katalog des

that is difficult to recycle, such as inseparable material compounds and other hazardous waste, should be avoided or reduced to the bare minimum. The delivery dimensions of the materials used must be taken into account in order to avoid unnecessary waste, especially in the case of wood and plastic panel materials.

The Leipzig Opera House informs guests that it is committed to sustainable working practices and expects the same from its guests. This work is based on the principles of the 'Theatre Greenbook' Parts 1 to 3 of the Deutsche Theatertechnische Gesellschaft Service GmbH in its current version. The Theatre Greenbook is available to guests at [greenbook.dthgev.de](https://greenbook.dthgev.de) or at <https://theatregreenbook.com>.

**For set designers:**

"Theatres strive to reuse existing or newly created elements of stage design as often as possible in the interests of sustainability and resource conservation. To this end, a system has been created in which the stage design objects, known as 'modules', are designed in such a way that they can be combined and used in as many different ways as possible, for example due to compatible dimensions, materials or aesthetics. To make it easier for stage designers to use the system, the elements are included in a shared catalogue, which forms the basis for the stage designs created with the system as individual overall compositions made up of the individual modules and individual adjustments to the surfaces, etc. To enable reuse, newly created stage elements are designed in such a way that, due to their nature, they become part of the system and are included in the catalogue as starting elements for further stage designs by the theatre.

The production team is provided with a catalogue of the stage design system. The production team should use this catalogue to develop a concept for the set design.

The guest agrees that all stage design elements additionally developed by them may be reused by the theatre in other productions without restriction in terms of content, time or space and without attribution. For this purpose, these elements will be included in a catalogue

*Bühnenbildsysteme zur Verfügung gestellt. Das Regieteam soll diesen Katalog nutzen, um ein Konzept für die Ausstattung zu entwickeln.*

*Der Gast willigt ein, dass alle von ihm zusätzlich entwickelten Bühnenbildteile in anderen Produktionen der Bühne hinaus inhaltlich, zeitlich und räumlich unbeschränkt und ohne Namensnennung durch die Bühne wiederverwendet werden können. Dazu werden diese Teile in einen Katalog der Bühnenbildnerischen Ausstattung aufgenommen und ggf. anderen Regieteams zur Verfügung gestellt. Dies berührt nicht den Schutz des Urheberrechts für das gesamte Bühnenbild."*

of stage design elements and made available to other production teams if necessary. This does not affect the copyright protection of the entire stage design."

## NETHERLANDS

### Dutch National Opera & Ballet

#### Coproduction agreements

##### **Production Design & Sustainability**

NO&B strives to make productions that are sustainable and as low-carbon as possible. NO&B has a Sustainability Coordinator, the Green Deal Document and will lead conversations with Co-producers about measuring and evaluating the environmental footprint of a production, including sharing the NO&B assessment tool with the Co-producer if they do not have a similar tool they prefer to use.

##### **Transport, Storage and Insurance**

The Co-producers agree that sustainability will be part of the considerations and decision making process in choosing the right mode of transport for the Production Elements. The most sustainable mode of transportation will be preferred by all parties.

In light of sustainability NO&B and XX can together decide that the production will be kept in storage at XX after the performances at XX. In this case XX will not have to pay the transportation costs back to NO&B but will bear the full costs of storage of the production until its destruction and is responsible for the destruction of the production.

##### **Rental agreements**

NO&B strives to make productions that are sustainable and as low-carbon as possible. By hiring this production the Hiring Company is sharing the environmental impact of the production and agrees to work with NO&B to reduce the environmental impact. NO&B has a Sustainability Coordinator who can discuss sustainability measures with the Hiring Company and how to evaluate the environmental footprint of this rental.

Transportation of the Physical Elements will be arranged by the Hiring Company in consultation with NO&B. Sustainability will be part of this conversation and the most sustainable mode of transportation will be preferred by all parties.

### **Green Deal of Dutch National Opera & Ballet:**

We have a moral obligation to help tackle the climate crisis by creating art in a sustainable way. The Dutch National Opera & Ballet has therefore committed itself to a programme aimed at reducing the environmental impact of our organisation and our productions. We also expect that our partners similarly act and produce in a sustainable way – an expectation that we elaborate upon in our Green Deal.

By subscribing to this Green Deal, you declare the following:

1. I'm aware of the importance Dutch National Opera & Ballet attaches to making the organisation more sustainable as well as its aim to reduce the environmental impact of every production. I am aware of NO&B's goal for all new (co-) productions to use a minimum of 50% reused resources in sets, costumes, props and special effects, in accordance with the Level Baseline of the Theatre Green Book.
2. I will share responsibility for trying to minimise the production's carbon footprint.
3. I am open to receiving Dutch National Opera & Ballet's, and its production department's, support in the area of sustainability. I acknowledge that this means I will receive feedback on the environmental impact of my design upon submitting it, and further feedback during the production phase, by means of the NO&B Sustainability Tool.
4. I'm open to considering design alternatives that reduce the CO2 footprint of the production based in part on the feedback mentioned in point 3 above. In doing so I will consider the following options:
  - Optimising the use of materials
    - coming up with concepts in which only the essentials are made
    - saving materials, for example by involving digital solutions
  - Giving materials a second life and strive for 50% reused materials
    - using set elements, props and costumes from NO&B's storage facilities
    - when purchasing, giving preference to second-hand products
    - designing new costumes from old ones (re-fashioning)
  - Making conscious material choices
    - using the 'NO&B Materials and Textiles Pyramids' to make greener choices
    - giving preference to materials from the EU
    - avoiding certain materials as much as possible (silk, wool, steel, aluminium, zinc and copper)
    - giving preference to natural dyes
5. I acknowledge that the conversation about feedback mentioned in point 3 and the alternatives mentioned in point 4 are an integral part of the production process within NO&B. I therefore agree to take this into account in the production approach and planning.
6. I'm aware that there must be enough time for discussions around feedback and alternatives and will therefore keep to the contractual deadlines that have been set for submitting designs.
7. I am aware that Dutch National Opera & Ballet aims to reduce the environmental impact of staff and guest travel. I will reduce the number of travel movements in the production process, including through the use of digital collaboration opportunities. For travel required as part of the production, I will in principle take the train for distances up to 700km, where the travel time does not exceed 7 hours. This applies to destinations (and all stopovers) such as Brussels, Antwerp, Paris, London, Hamburg, Stuttgart, Frankfurt, Berlin.
8. I agree to elements of my design being reused, to the extent they cannot be recognised, in order to make other productions more sustainable.
9. If I see opportunities to promote the use of my design or the production as a whole at other companies, I will try to help NO&B in this process.

## SPAIN

### Teatro Real Madrid

#### 2 types of sustainability clauses in production creator contracts:

- a) New Production Clause for new productions with a serious sustainability focus, aiming for a zero carbon footprint:

The STAGE MANAGER/SET DESIGNER/COSTUME SETTER/LIGHTING DESIGNER/VIDEO CREATOR agrees to participate in the Teatro Real's project to create more sustainable productions in accordance with the guidelines of the Theatre Green Book. Specifically, the STAGE MANAGER/.../.../.../... is committed to the principles of sustainability and the circular economy, as well as resource optimization, understanding that the objective for this production is that at least 50% of the materials used in the staging come from reused or recycled materials and that 65% of the materials used can be reused in the future. Likewise, the STAGE MANAGER/.../.../.../... will focus on the search for ecological and sustainable materials and elements in accordance with the environmental commitment made by the THEATRE.

The STAGE MANAGER/.../.../... allows the reuse of the production materials that, while not specifically recognizable as their own, may be used in other productions and/or for purposes other than those initially intended.

- b) General clause in all the other contracts for the artistic teams, which we are already using:

The STAGE MANAGER/.../... is committed to the principles of sustainability and the circular economy, focusing in their staging on environmental sustainability, resource optimization, reuse, repair, and recycling of their materials, as well as the search for ecological and sustainable materials and elements, in accordance with the environmental commitment made by the FOUNDATION in its 2021-2026 Strategic Plan. Likewise, the STAGE MANAGER will allow the reuse of production materials that, because they are not recognizable as their own, may be used in other productions and/or for purposes other than those initially intended.

### Gran Teatre del Liceu

Liceu has an environmental commitment that is present in all of the Theatre's activities. The productions and scenic projects must also reflect this environmental commitment, considering the environmental impact of the materials necessary for their construction, as well as the environmental implications of the production throughout its life cycle, from its conception to its destruction.

To assess and minimise the environmental impact in all phases of the project, the Liceu has established as a reference guide the 'THE THEATRE GREEN BOOK' <https://theatregreenbook.com>

In general terms, the project will seek to:

- Prioritise materials of recycled origin.
- Prioritise materials with a low environmental impact.

- Prioritise materials or products with official environmental certification, such as water-based ecological paints and glues, vegetable inks or dyes, wood with FSC, PEFC, etc. chain of custody certification.
- Consider energy efficiency in electrical elements and motors.
- Promote the recyclability of components at the end of their useful life.
- Avoid composite and glued materials, prioritise single-material, modular and easily separable elements.
- Promote the construction of elements that can be reused in other productions.
- Reduce the volume and weight of the elements to be transported and stored.

## UNITED KINGDOM

### Glyndebourne Festival Opera

#### 1. ENVIRONMENTAL RESPONSIBILITY

- a) At Glyndebourne we are concerned about the impact of climate change and the worldwide dependence on the dwindling supply of fossil fuels. We are committed to doing everything feasible to reduce direct and indirect carbon emissions and you accept your responsibility to co-operate in ensuring this is fundamental in our approach to everything we do.
- b) We will work collectively with you and you shall be obliged at all times to achieve the standard as set out in the Theatre Green Book: Sustainable Productions, which can be read in full here. Together, we will achieve the creative vision for this production through parameters that reflect the reality of the climate crisis.

### Royal Ballet & Opera

#### Green Production Agreement

The Royal Opera House recognises the climate and ecological crisis and is committed to creating productions that work towards a more sustainable production model. To that end we expect our partners to work with us to achieve the creative vision for the production while with reference to the guiding principles of the Theatre Green Book.

By subscribing to the Green Production Agreement you declare the following:

1. I am aware of the importance of the climate and ecological crisis and agree that we have a collective responsibility to reduce the environmental impact of productions.
2. I am open to working with the production teams, understanding that the ROH requires its staff to interrogate the design and the making process, and they may therefore offer feedback on the impact of my design throughout the production process.
3. I am open to considering design alternatives to reduce the carbon footprint of the production, considering the following principles:

- Do more with less
    - Design and make that which is essential, being particularly mindful of cutting elements of the design after construction
    - Save materials e.g. by using digital solutions
  - Use more reused components and recycled materials
    - Consider using and adapting scenic, props and costume elements from ROH stores
    - Consider refashioning or purchasing pre-used items
  - Make conscious material choices
    - Be mindful of the origin of materials
    - Use a comparable biodegradable or recyclable product if one is available, and always select such a product over one that is single use
  - Reduce the use of harmful chemicals and processes
    - Use FSC accredited wood and sheet materials
    - Use Low VOC (volatile organic compounds) paints and dyes
  - Enable a future life of designed elements
    - Support the production teams to enable future use through the design, construction method, and materials chosen
    - Reduce travel of materials
    - Deliver designs in a timely manner to reduce the need for couriers and last minute purchasing
4. I am aware that there must be enough time for discussions and for research and delivery of alternatives, and will therefore endeavour to keep to contractual deadlines for delivery.
  5. I will support the aims of the ROH to reduce emissions from travel, meeting virtually where appropriate, and favouring public or low-carbon travel options.
  6. I agree to elements of the production assets being reused in other productions with the understanding that they will not be recognisable. If there is a desire to reuse recognisable designed elements then this will only be in consultation and with my prior agreement.
  7. I agree that the ROH will at the end of the life of a production ultimately dispose of set, costumes, and props in the most sustainable means possible, consulting me in advance if there are potential issues over identifiable and/or attributable designs.