

Opera Europa Co-production guidelines

Based on the work of the TP forum and reviewed by the AAP forum in 2022.

Co-production contract: a framework

Generic

names of companies, people who'll sign, addresses, dates

It is hereby agreed as follows:

Purpose

Production name

Team

Dates, performances and main rehearsals, locations

Repertoire/stagione

Who makes/does what

Set, costumes, props (responsible for guidelines of both partners organisations/houses, representatives needed, production bible)

Administration - contracts- future (participants and the production, revivals, sale/rentals)

- rights - responsible for making deadlines - law (arbitration) - tax

Artistic supervision

Transportation

Budget

Production budget, who pays what share, ways of payment, insurance,

Revenues, shares for each partner (also DVD, TV)

Sponsoring

Future

What to do with production? Storage, future performances or partners, refurbishment, destruction.

A. Define the scope of activity

1. Define the objective of the co-production: to save money, pool resources, artistic reasons. Imprecise use of language can lead to confusion from the start.
2. Express trust and commitment to partners, ensure clear and precise communication.
3. Distinguish clearly between co-productions, rentals and revivals. Mention royalties in case of a new commission.
4. Consider different budgetary structures and systems, i.e. Repertoire, Stagione, Festival or Touring, ensure transparency.
5. Include sustainability considerations right from the beginning with regards to artistic imperatives, sourcing building materials and suppliers, modes of transportation, reducing travelling, etc.
6. Pursue a timeline approach to give a clear overview for all partners and responsibility for artistic creations, technical processes, and performances.
7. Define the language(s) for all contracts, documents, lists of stock etc.

B. Advance considerations - checklist

1. Consider artistic and technical compatibility between/among partners: theatre size, crews, equipment, time constraints, labour laws, workshop situation, size of pit and number of musicians, special instruments, chorus size, dancers, music editions (digital/paper scores), amplification of singers, etc.
2. Determine responsibility for construction: Who builds it, what standards (construction, health/safety, work environment), how long should it last?
3. Determine ownership, what portions to other co-productions (percentages or parts), separating points of the lead and co-producers, what is expected of each party.
4. Determine who administers the co-production: Lead producer will be administrative producer, administrate future rental/sale, coordinate insurance, supervise maintenance, main creative team initial contracts, guard agreement terms, supervise that the production stays within the requirements of all partners.
5. Determine logistical responsibilities: who will build the sets and/or produce the costumes in accordance to the co-production budget, who will store the production between runs, storage plans, insurance, adaptation of sets and costumes between theatres and artists, restoration,
6. Define built-items and stock items: set targets and deadlines of when the comprehensive information of stock will be provided regarding PROPS and COSTUMES
7. Define utilisation of individual resources for the co- production (house masking, chain motors, rigging hardware, scrims, etc.), define responsibility for securing additional equipment and materials, consider building and striking time
8. Define Technical supervision: lead producer supplies tech. crew and is paid for it by all, or a tech director/costume supervisor (paid by all) with local crew, or every house supplies own crew and are present at earlier venues.
9. Define Health and Safety protocols.

10. Define procedures to accommodate budget overruns: who will pay? Lead producer or shared with co-producers.
11. Coordinate transportation requirements.
12. Define the process for administration succession: what happens with the production after all performances, who will stay onboard or get off, sharing of the proceeds of the production, where to store it, develop procedures for recycling the production. Until when will the production be kept in store. At what time it will be dismantled and recycled. Also procedures if one of the partners wants to keep the production after that date.
13. Define Producers rights for future revivals: not before initial presentations of partners, notifying partners in due time, responsibility for reviving costs.
14. Define procedures for future rentals: rights to negotiate, rental fees, division of rental incomes, define what is deducted from rental income.
15. Clarify the timing of rentals in relation to the Co-producers' presentation of the production, unified consent from partners.
16. Define procedures for terminating the co-production, ensuring financial stability of all partners: from pre-construction to a year later; what if a producer fails to meet obligations, what happens to their share, proportionate shares to remaining producers, right to cancel and/or terminate the co-producing agreement (force majeure).
17. Define arbitration procedures, according to the law of which country, in which language?
18. Develop procedures to accommodate additional Co-producers

C. Artistic decisions

1. Specify who has the right to approve artistic aspects of the production.
2. Define who decides on the creative team. Who makes these decisions, is there an approval process.
3. Ensure the creative team consider the overall needs of the co-producers.
4. Clarify with the creative team their responsibility to remain involved with production over time, and to make adjustment for cast changes.
5. Clarify the responsibility of creative artists to design a production that works in all initial co-producers' venues (make certain these expenses are reflected in co-production budget).
6. Clarify procedures to resolve artistic issues.
7. Clarify who issues contracts.
8. Ensure that provisions in individual artistic contracts are aligned with provision in the co-production agreement (eg. such as agreed production budgets).
9. Define the responsibility for the musical interpretation. Will the cast remain the same or change from venue to venue?
10. Clarify the residual rights of the creative artists (royalties, revivals and rentals).

11. Define broadcast rights, separate archival recordings from broadcast and free or paid streaming.
12. Agree on the musical edition and the publishers.
13. Make realistic and acceptable timetables for all co-producers. Design deadlines; agree design changes, transport. Agree on pre-production timetables as well as staging, revival and rental timetables.

D. Cost considerations – shared budget contingency for unexpected costs and events, and force majeure, should be set in the budget of the lead producers

1. Separate co-production from overhead and running cost.
2. Define co-producers right(s) to make alterations. Accommodate cast changes in the costume budget (purchase enough fabric for new costumes; determine if fabric alone is a co-production expense or whether new costume construction is covered by the co-production agreement). Define procedures for altering and caring.
3. Who pays for production storage? Lead producer or shared cost?
4. Who pays for transportation/shipping from city to city?
5. Who pays for production maintenance and refurbishment, and potential damage that occurs during transportation? E.g. Each producer for its own run, and external body and share costs, or the lead producer?
6. Who pays for recycling the productions when it is dismantled?
7. Afterlife of the production: who will be paid in case of a sale of the productions or parts of it, the sets, costumes etc? Define limits on utilisation of co-production elements for other productions.
8. Include insurance costs.
9. Determine specific payment dates.
10. Agree on VAT responsibilities and consider the most advantageous VAT arrangements in the participating countries when building the production.
11. Agree on who pays for surprise costs.

E. Administrative considerations

1. Clarify all the partners and approximate presentation periods, distinguish between co-producers and co-commissioners if applicable, and which of the partners will be involved at which stage(s) of the production.
2. Within each company, who negotiates the co-production agreement? Who signs it, who reviews it from a legal perspective, who administers the agreement internally?

3. Determine who within the company administration should review the agreement before it is signed. Make certain appropriate personnel review the logistic implications of the co-production provisions.
4. Determine procedures for continued staff communication, include who should the final agreement be circulated to, who needs to be informed of which clauses in your house.
5. Clarify the rights/responsibility, collectively and individually, for fundraising in relation to the co-production.
6. Clarify sponsor/program credit for the co-production as well as the local presentations.
7. Clarify who co-ordinates publicity for the co-production.
8. Agree on checks on state of sets and costumes by appropriate people.
9. For Co-commissions: define who pays how much for the creators' rights and royalties.

Workshop results
“Adding sustainability criteria to the co-production guidelines”
Tech forum in May 2025
Teatro alla Scala

The group of over 50 participants agreed upon 7 main topics to discuss with regards to sustainability criteria in co-production:

1- Awareness of the design

- Invite artistic teams very early in the process to show storage and stock of the opera house.
- Introduce a sustainability clause in the artistic contracts.
- Provide a catalogue that shows all assets and set elements available in the theatre
- Consider hiring set designers who are aware of sustainability
- Offer modular solutions

Management should consider and understand that standardised frames means more time and staff.

2- Standardisation

What does standardisation mean?

- Consider using the money of a co-production as a common investment to build standard structures
- Involving all the team before building and even before designing!
- Leader co-producer : has a workshop and could develop the standardised elements?
- Need of clear instructions on standard parts from the beginning and how to use them

Remark: Find the right partners: are we excluding small partners, because they don't have standardised elements?

3- Reduce material & transport

- Consider the co-production standard material in the initial discussions of the realisation of sets
- Define the volume for transportation and storage
- Consider storage (last or next venue) place to minimise transportations
- Consider green transportation means (Biogas...)

4- Difference of awareness and financial support

Consider having a green start up meeting in two points:

- Internally, where you can decide the green goals
- Externally, with the artistic teams, to decide how to reach this goal concretely

Need of investments to source materials and make calculations

5- Reusing materials

- Consider using material in stock
 - o How to organise storage?
 - o How to communicate the stock elements to the artists?
- From the beginning, consider existing structures that co-productions partners have in house

6- Communication

Frames should be established : technical facilities, resources etc...

Clear communication around international co-productions should start with an accurate 3d computer model and a general understanding of partners' work flow and work conditions.

7- Sharing storage/material/transport

Consider the freedom given by working with lego parts with Ikea instructions

Table discussions to reflect on an efficient process in Co-productions

Workshop CONCLUSIONS

From the workshop-feedback on Apr 5th in Strasbourg it is clear for the CO-creation of COSTUME productions (incl. wigs & make-up) that for all participating theaters :

it is important that costume departments are involved earlier in the process on the agreements & CONTRACT details (incl. appendix) which is seen as the critical success-factor. It should cover the full scope of issues from the start of concept to the first premiere in the leading theater up to the transition into the next theater(s).

From the above feedback we see two actions to work on by the Opera Europe members:

1) Initiate Pre-contract information sharing between theaters

- Contact of co-partner(s) needs to be in the pre-contract period
- Assure realistic and workable time between premiere
- Scale, type (stagione/repertoire), procedures, sustainability goals differences should be made present early on
- Wigs – if not shared > “new” production for the next theater(s)
- Costume alterations: standard NOT except if special agreement (incl. costs)
- Sustainability goals of theaters involved to be aligned.

2) Develop a Costume specific “toolkit with building blocks” for easier selection of contractual components (deadlines, content & rules etc.) as an appendix to the contract. **ISSUE: Often the concept is later in time than the signed contract > “grey area” in deciding on what agreements as crucial information is not yet available –**

AGREEMENTS to be set a part of the contract:

- **DEADLINES Development/creation process (concept presentation, deadline design etc..)**
- **Transport date & costs**
- **Cleaning & packing agreements**
- **Costume stock items (black tie) – Shoes – Wigs : sent or not**
- **Communication: list of all involved contacts, shared folders**

APPENDIX to the contract covering other agreements:

- **Briefings** > share budget in hours/€ with Artistic team
- **Artistic team availability & meeting schedule**
- **Communication**
- **Concept (concept presentation, online briefings for co-theatres, support of leading house to understand the concept...)**
- **Designs (timely, concrete designs, access to originals by all co-partners, design changes to be communicated)**

- **Cast (shared deadlines, size of choruses, sharing measurements)**
- **Materials – fabric etc. (should be foreseen and budgeted for co-partners ; regulations differences between countries and/or sustainability)**
- **Wigs – custom made (prototype sending/sending option)**
- **Costumes BIBLE**
 - Materials: clear information on suppliers & delivery lead time
 - Cleaning instructions
 - Video of the performance(s)
 - Information, tips & tricks of dressers
 - Updates /additional costumes managed by each theater to inform the next one
- **Wigs & Make-up – BIBLE**
 - Make-up concept and mood boards
 - Wigs: Good/excellent photo's of all wigs
 - Make-up: clear information on special effects (SX), blood, tattoos etc.
 - Close-up photo's of total character
 - Complete make-up fiche per character + list of all materials used
 - Production sheet: number of make-up artists + quick changes
- **Visit General-rehearsal or performance**
 - Agree on time + dates for receiving theater(s) to visit the General rehearsal or a performance + meet-up with costume department to share production details.

NOTE: Late co-creation-, take-over-, rent- or buy- productions may have similar components for contract & process for costume development but are outside the scope of this document for now.

OTHER & outside scope:

- Trust & politeness
- Aim for joint decisions wherever possible
- Quality level in costume making may differ between theaters > how to address?
- For a receiving theater costumes generally require more time & budget than the set – is this true?
- Political/artistic choices within the board of directors as well as different social backgrounds /cultural contexts may affect the co-producing.
- Late casting creates severe delays in costume production & alteration
- Take-over/rent/buy: need clean costumes, especially after years of storage
- Loss of handcraft skills due to costume-sharing
- Sharing workshop capacity, skills and laborers of co-producing theaters possible?

Whatever the amount of agreed details, co-producing opera will always require (ad hoc) customization..... a fact of theater life to organize as receiving theatre.