

## COMMISSION AGREEMENT

AGREEMENT made this 12<sup>th</sup> day of June, 2017, between Nkeiru Okoye, c/o Latitude 45 Arts, 107 St. Joseph Blvd. W., Montreal QC Canada H2T 2P7, attn: Barbara Scales; Anita Gonzalez, 1078 West Summerfield Glen Circle, Ann Arbor, MI 48103; and the Houston Grand Opera Association, Inc., 510 Preston Street, Houston, TX 77002, attn: Perryn Leech; for the commissioning of an original chamber opera written in English with the working title of *Home of My Ancestors*, with music by Nkeiru Okoye and libretto by Anita Gonzales.

All parties to this Commission Agreement hereby mutually agree as follows:

### I. Definitions

- A. Nkeiru Okoye herein shall be referred to as “Composer.”
- B. Anita Gonzalez herein shall be referred to as “Librettist.”
- C. Houston Grand Opera Association, Inc. herein shall be referred to as “HGO.”
- D. The “Opera” refers to the music and the libretto of the chamber opera *Home of My Ancestors* as an entity.
- E. “Initial Run of Performances” refers to the world premiere performance of the Opera and a maximum of seven (7) additional performances of the Opera by HGO.
- F. “Workshops” refers to workshops of the Opera to be scheduled by HGO.

### II. The Parties

- A. HGO enters into this Agreement on behalf of itself.
- B. The Composer and the Librettist each enters into this Agreement on behalf of herself.

### III. The Commission

- A. HGO hereby commissions Composer to compose the music (“music”) and Librettist to write the libretto (“libretto”) for an original chamber opera in English with the working title of *Home of My Ancestors*. Composer and Librettist accept the commission in accordance with the terms of this Agreement.

- B. Composer and Librettist agree to enter into such agreements with other individuals, as they deem necessary, to obtain all necessary rights and to pay all legal and other costs of preparing and entering into such agreements as are necessary to fulfill their obligations hereunder, including, but not limited to, agreements with any underlying rights holders. In the event that Composer and Librettist fail to enter into any required underlying rights agreements, this Agreement shall be null and void, and any payments made by HGO to Composer and/or Librettist shall be refunded in full.
- C. Composer and Librettist shall consult with HGO from time to time during the course of creating the Opera, with a view toward assuring that the Opera shall be suitable in all respects for performance in various venues and for various audiences. This includes limiting the Opera to a cast of no more than 6 (six) principals and an orchestra of no more than 9 (nine) musicians. The Opera shall be structured into 1 (one) act and shall be composed so as to contain no fewer than 60 (sixty) and no more than 80 (eighty) minutes of music inclusive of any dialogue. These parameters may be altered only through consultation and mutual written agreement with HGO. Composer and Librettist each agrees to be reasonably available to consult with respect to the Opera as necessary throughout the Initial Run of Performances, subject to prior commitments and schedules and payment to Composer and Librettist of expenses set forth herein.
- D. The Director, the Conductor, and the cast shall be decided upon by HGO in consultation with the Composer and Librettist. In the case of disagreement, HGO's decision shall prevail.
- E. During the composition, Workshops, rehearsals and Initial Run Performances of the Opera, the Composer and the Librettist shall consult with the Conductor, the Director and HGO about desired changes in the Opera. No such changes shall be made to the Opera at any time without the prior consent of Composer pertaining to matters of composition, or Librettist pertaining to matters of the libretto, such consent not to be unreasonably withheld. Except as otherwise provided for herein, Composer and Librettist shall be the sole owner of all rights of every kind and character in and to such changes in the Opera, in accordance with Article VII hereof.

#### IV. Delivery Schedule and Payment

- A. In consideration of the agreement hereunder, HGO shall pay a total commission fee of \$22,500 US (Twenty Two Thousand Five Hundred U.S. Dollars) commission to the Composer for the music of the Opera. This fee shall be guaranteed by HGO, subject to the terms of this Agreement including, but not limited to, the delivery and acceptance provisions herein. Composer shall accept all such payments on behalf of

June 12, 2017

herself. The \$22,500 US commission fee shall be paid according to the following delivery and acceptance provisions.

1. \$11,250 US (Eleven Thousand Two Hundred Fifty U.S. Dollars) upon signing and returning this Agreement.
2. \$3,750 US (Three Thousand Seven Hundred Fifty U.S. Dollars) upon delivery of the Draft Piano/Vocal Score, as an electronic file in Finale or Sibelius suitable for direct reproduction, on or before February 1, 2018, and acceptance thereof.
3. \$3,750 US (Three Thousand Seven Hundred Fifty U.S. Dollars) upon delivery of the Draft Full Score, as an electronic file in Finale or Sibelius suitable for direct reproduction, on or before June 1, 2018, and acceptance thereof.
4. \$3,750 US (Three Thousand Seven Hundred Fifty U.S. Dollars) upon delivery of the fully legible, complete Final Piano/Vocal Score and Full Score, as electronic files in Finale or Sibelius suitable for direct reproduction, on or before November 1, 2018, and acceptance thereof.

All sums of money payable to Composer under this Agreement shall be paid to the order of Nkeiru Okoye and sent c/o Latitude 45 Arts, 107 St. Joseph Blvd. W., Montreal QC Canada H2T 2P7, attn: Barbara Scales.

No fees to any agent representing or acting on behalf of Composer are payable by HGO under this Agreement.

B. In consideration of the agreement hereunder, HGO shall pay a \$7,500 US (Seven Thousand Five Hundred U.S. Dollars) commission to the Librettist for the libretto of the Opera. This fee shall be guaranteed by HGO, subject to the terms of this Agreement including, but not limited to, the delivery and acceptance provisions herein. Librettist shall accept all such payments on behalf of herself. The \$7,500 US commission fee shall be paid according to the following delivery and acceptance provisions.

1. \$3,750 US (Three Thousand Seven Hundred Fifty U.S. Dollars) upon signing and returning this Agreement.
2. \$1,875 US (One Thousand Eight Hundred Seventy Five U.S. Dollars) upon delivery of the Working Draft of the Libretto on or before September 15, 2017, and acceptance thereof.
3. \$1,875 US (One Thousand Eight Hundred Seventy Five U.S. Dollars) upon delivery of the complete, Final Libretto on or before August 1, 2018, and acceptance thereof.

All sums of money payable to Librettist under this Agreement shall be paid to the order of Anita Gonzalez and sent to her at 1078 West Summerfield Glen Circle, Ann Arbor, MI 48103.

No fees to any agent representing or acting on behalf of Librettist are payable by HGO under this Agreement.

- C. After delivery of the materials as provided in this Article IV, HGO shall have fifteen (15) days from receipt to accept or reject the materials so delivered. Acceptance shall not be unreasonably withheld. Composer and Librettist shall receive written notice of any rejection of the music and/or libretto, and the precise reasons therefor. In the event HGO has not so notified Composer and Librettist of such rejection within said fifteen-day (15-day) period, the submission shall be deemed acceptable by HGO.
- D. In the event any portion of the music or libretto is not deemed acceptable by HGO, Composer and/or Librettist shall have up to fifteen (15) days to make alterations. If such alterations do not render the music and/or libretto reasonably acceptable to HGO, HGO shall so advise Composer and Librettist in writing within fifteen (15) days of receipt of such alterations, and this Agreement shall be deemed cancelled and no further payments shall be due from HGO. In the event of such cancellation, all rights granted herein to HGO shall immediately revert to Composer and Librettist, who shall retain all prior payments made by HGO.
- E. Delivery dates may be extended only by the mutual written agreement of the Composer, the Librettist and HGO.
- F. The Composer and Librettist shall advise HGO upon HGO's request at regular intervals of the progress made in their completion of the Opera.
- G. The Composer and Librettist may accept other commissions having a premiere date prior to that specified in this Agreement, provided, however, that such commission shall not inhibit or delay the Composer or Librettist's performance of her obligations under this Agreement.

V. Workshops

One or more Workshops for the Opera may be scheduled by HGO, which shall consult with Composer and Librettist regarding their availability in advance of confirming such dates and shall make best efforts to provide Composer and Librettist with written confirmation of Workshop dates at least six months prior to the start of each such Workshop. (Music Workshops currently are planned for May 2018 and September 2018.) HGO shall pay the costs of shipping of performance materials and shall pay the expenses of Composer and Librettist to attend each such Workshop in accordance with Article XV of this Agreement.

VI. Rights and Royalties

- A. In consideration for the commission fee defined above, Composer and Librettist each hereby grants to HGO the exclusive world right to present the Initial Run of Performances during HGO's 2018-2019 season (or in another period upon mutual written agreement by Composer, Librettist and HGO). Notwithstanding the foregoing, in the event that HGO for any reason is unable to assure the timely presentation of the Initial Run of Performances, then HGO shall retain the exclusive right to present the Initial Run of Performances for a period not to exceed three (3) years from HGO's receipt of the completed Final Piano/Vocal Score and Full Score.
- B. Royalties for performances by HGO shall be as follows:
1. Royalties shall be waived for the Initial Run of Performances by HGO, provided that such Initial Run of Performances concludes within three (3) years from HGO's receipt of the completed Final Piano/Vocal Score and Full Score.
  2. Royalties for all subsequent performances of the Opera by HGO shall be payable collectively to Composer and Librettist by HGO at a rate of 3% (Three Percent) of the gross box office receipts less customary deductions in the nature of sales taxes, and ticket agency and credit card commissions not to exceed fifteen percent of the gross.
- C. HGO shall have the right in perpetuity to:
1. Print full copies of the Libretto and to make such copies available to its audiences for no additional fee to Librettist and/or her assigns, provided such copies are made available to audiences free of charge.
  2. Translate the Libretto or excerpts there from into any and all languages, subject to Librettist's prior written approval of translators and translations.
  3. Publicize and promote its performances of the Opera with a maximum of 6 (six) live presentations of excerpts. Each such excerpt shall not exceed 15 (Fifteen) minutes in length. No fee or royalty to Composer or Librettist shall be required provided HGO receives no payment beyond reimbursement of actual out-of-pocket expenses for such publicity and promotion.

4. Make use of the Libretto for the creation and use of supertitles in relation to HGO's performances of the Opera and for licensing the use of such supertitles, for no additional fee or royalty to Librettist.
  5. HGO shall have the right to add one or more Co-Commissioners for the Opera, subject to the terms of a separate agreement to be negotiated in good faith between HGO, Composer and Librettist.
- D. HGO shall have the following rights in perpetuity with regard to electronic media activity, for no additional fee or royalty to Composer and/or Librettist:
1. HGO shall have the right to record and/or capture all activity related to its use of the Opera in any audio-only or audio/visual media now known or hereafter devised without additional compensation to Composer and Librettist. HGO shall have the right to retain such audio-only and audio/visual recordings in perpetuity for archival purposes and to use such archival recordings for educational, institutional advancement, community outreach, and/or regional audience development projects in a manner consistent with HGO's collectively bargained agreements then obtaining.
  2. HGO shall have the right for a period of 3 (three) years following the world premiere of the Opera to produce and to license the use of live and/or tape delayed radio broadcasts, satellite radio broadcasts, and aural-only and/or audio/visual internet streaming of the Opera.
  3. During the Initial Run of Performances, HGO shall have the right to present one or more "Simulcasts" of the Opera. Each such Simulcast entails a live or tape-delayed audio/video feed to one or more public gathering spaces in Houston. Such Simulcasts are free to the public.
  4. HGO shall have the right for a period of 3 (three) years following the world premiere of the Opera to air a single local (Houston-area) television broadcast of the Opera.
  5. HGO shall have the right to distribute a limited number (maximum of 500 units) of DVDs and/or CDs of the Opera as donor gifts/souvenirs to project donors, provided no fee is charged for such DVDs and/or CDs.

VII. Ownership

Except as otherwise provided for in this Agreement, Composer and Librettist shall be the sole owners of all rights of every kind and character in and to the Opera, the music, the orchestrations, and the libretto, whether or not such rights are now known or ascertained or shall hereafter come into existence, including but not limited to copyright in the United States and throughout the world, and Composer and Librettist shall have the right to exercise such rights without the approval of HGO, except as provided for in this Agreement, and subject to the exclusive and non-exclusive rights granted to HGO herein. Composer and Librettist agree to copyright the Opera. Composer owns and agrees to copyright the music and Librettist owns and agrees to copyright the libretto. No rights in or to the Opera, the music or the libretto are granted to HGO except for those rights that are specifically granted in this Agreement.

VIII. Cancellation

- A. HGO intends to present the world premiere performance of the Opera in the city of Houston, Texas, in March 2019 and to notify Composer and Librettist in writing of the premiere date upon confirmation. Notwithstanding the foregoing, nothing contained in this Agreement shall obligate HGO to produce the Opera, and the sole decision with respect thereto shall be that of HGO. In the event that HGO does not premiere the Opera within three (3) years from HGO's receipt of the completed Final Piano/Vocal Score and Full Score, it will automatically forfeit its rights under this Agreement. Should HGO decide not to present performances of the Opera, it agrees to provide written notice to the Composer and Librettist prior to notifying the media or the artistic establishment.
- B. It is expressly agreed that the dates specified for delivery of the libretto of the Opera are of essence of this Agreement. If Librettist fails to deliver the libretto on or before the dates specified in Article IV.B, unless such dates have been extended as provided for herein, HGO shall have the right to notify the Librettist of such failure, at which point Librettist shall have a period of 15 (fifteen) days to cure such failure. If Librettist does not cure such failure within such 15-day period, HGO shall have the right to terminate Librettist's participation in this Agreement. Upon such termination, for a reason other than physical or mental incapacity or death, Librettist shall return to HGO any and all amounts paid by HGO under this Agreement, and all rights in and to the libretto shall immediately revert to Librettist. In the event of such termination, HGO shall have the right to commission another librettist to write a libretto for the Opera subject to a good-faith consultation with Composer regarding her recommendations for such librettist. In the event of disagreement, HGO's choice of librettist shall prevail.

- C. It is expressly agreed that the dates specified for delivery of the music of the Opera are of essence of this Agreement. If Composer fails to deliver the music on or before the dates specified in Article IV.A, unless such dates have been extended as provided for above, HGO shall have the right to notify Composer of such failure, at which point Composer shall have a period of 15 (fifteen) days to cure such failure. If Composer does not cure such failure within such 15-day period, HGO shall have the right to terminate Composer's participation in this Agreement. Upon such termination, for a reason other than physical or mental incapacity or death, Composer shall return to HGO any and all amounts paid by HGO under this Agreement, and all rights in and to the music shall immediately revert to the Composer. In the event of such termination, HGO shall have the right to commission another composer to write the music for the Opera subject to a good-faith consultation with Librettist regarding her recommendations for such composer. In the event of disagreement, HGO's choice of composer shall prevail.

IX. Performance Materials

- A. Composer shall bear the responsibility for and costs of preparing one Draft Piano/Vocal Score and one Final Piano/Vocal Score as electronic files in Finale or Sibelius suitable for direct reproduction, which shall be provided rent and royalty free to HGO for the Initial Run of Performances.
- B. Composer shall bear the responsibility for and costs of preparing one Draft Full Score and one complete Full Score as electronic files in Finale or Sibelius suitable for direct reproduction, which shall be provided rent and royalty free to HGO for the Initial Run of Performances.
- C. HGO shall bear the responsibility for and costs of extracting one complete set of Orchestra Parts and of duplication of all necessary Workshop, rehearsal and performance materials, using professionally accepted music copying software such as Sibelius or Finale. HGO shall provide Composer with a set of the final parts in digital form. HGO shall have the right to retain one set of performance materials on permanent loan for archival purposes.
- D. HGO shall pay no rental or royalty fees to any individual, agent or organization for use of performance materials through completion of the Initial Run of Performances. Thereafter, HGO shall pay the rate conventionally charged to opera companies for rental of performance materials.
- E. HGO shall pay Composer's copyist an amount not to exceed \$3,500 US (Three Thousand Five Hundred U.S. Dollars) upon receipt of invoice and approval thereof, as payment for costs of preparing the Piano/Vocal Score and the Full Score required to be prepared by Composer under this Article



IX. Composer shall bear the responsible for any copying costs greater than \$3,500 US.

X. Non-performance by Composer and/or Librettist

Prior to the delivery of the completed Libretto (in the case of the Librettist) and/or prior to the delivery of the full Orchestra Score (in the case of the Composer) as required herein, if by reason of "incapacity," Composer and/or Librettist is unable to fulfill the terms of this Agreement, she or her estate shall notify HGO in writing of the "incapacity" and the inability to complete the Opera and shall retain all payments for those portions of the libretto or music previously delivered and accepted by HGO. For the purposes of this Agreement, "incapacity" shall be defined as a lack of physical and/or intellectual power, resulting in the inability of the Composer and/or Librettist to fulfill the terms of this Agreement. If Composer and/or Librettist is unable to fulfill the terms of the Agreement, HGO shall have the right to commission completion of the Opera by another composer and/or librettist, provided that the replacement shall be subject to the approval of the administrator or executor of Composer's and/or Librettist's estate and the remaining member of the author team. HGO shall exercise such right by written notice to Composer and/or Librettist (or a duly authorized representative, administrator, successor, or assign), within 90 (ninety) days after receiving written notice of "incapacity" and the inability to complete the Opera.

XI. Billing

- A. The Composer and Librettist shall receive billing in all paid publicity, advertising and programs wherever and whenever the title of the Opera appears.
- B. Whenever the Opera is presented or published, or rights are licensed, the following credits shall appear. Credit requirements include, but are not limited to, each performance program book, CD cover, CD-rom disc cover, tape, radio broadcast, internet broadcast, simulcast or download, press release, and/or media release related to the aforementioned. No cast member, Director or Conductor shall receive billing that is larger or more prominent than that afforded the Composer and Librettist.

[TITLE OF OPERA]

A Chamber Opera in One Act

Music by Nkeiru Okoye

Libretto by Anita Gonzalez

Commissioned by the Houston Grand Opera

Premiered by the Houston Grand Opera in [add month and year]

[Cast Credit]

- C. Best efforts shall be made by all parties to this Agreement to correct any errors or omissions in billing, but in no event shall an error or inadvertent omission constitute a breach of this Agreement.
- D. Composer's and Librettist's names shall appear in all HGO performance programs for the Opera. When printed programs are produced by and for HGO, such programs shall contain Composer's and Librettist's biographies, provided they are submitted to HGO in a timely fashion, and approved photographs where photos of the principal performers are included, provided they are submitted to HGO in a timely fashion.
- E. If Composer and/or Librettist exercises, authorizes or licenses any publication rights in or to the Opera, she shall require that the publishers of any such edition print the names of the Houston Grand Opera as Commissioner of the Opera in a conspicuous place and in conspicuous size, type and prominence on the title page.

XII. Undertaking of the Commission

Nothing herein contained shall be construed to obligate HGO to produce or present the Opera or otherwise exercise, exploit or make any use of any of the rights, license privileges or property herein granted to HGO; provided that if, after acceptance by HGO, HGO does not present the "world premiere" within three (3) years from HGO's receipt of the completed Final Piano/Vocal Score and Full Score, all rights in the work granted under this Agreement shall revert to Composer and Librettist.

XIII. Tickets

Composer and Librettist each shall be entitled to receive two (2) complimentary tickets to each performance of the Initial Run of Performances.

XIV. Rehearsals

- A. HGO shall notify Composer and Librettist in writing of all rehearsals of the Opera by HGO. Composer and Librettist shall be entitled to attend rehearsals. It is understood that Composer's and Librettist's presence will be required for Workshops as well as HGO's final rehearsal period through the first performance of the Initial Run of Performances. Composer's and Librettist's expenses relating to the Workshops and rehearsal period shall be paid by HGO as set forth in Article XV for those rehearsals at which their presence is required, as reasonably determined by

HGO. Composer and/or Librettist shall seek advance written approval from HGO for any release requests within a required Workshop or rehearsal period, such approval not to be unreasonably withheld; Composer and/or Librettist shall bear sole responsibility for any expenses related to releases granted by HGO.

- B. Composer and Librettist each agrees to participate in marketing, publicity and community events leading up to and surrounding the Workshop, rehearsal and production periods, as reasonably requested by HGO, subject to Composer's and Librettist's availability and duties hereunder.
- C. Composer and Librettist each agrees not to appear publicly in a professional capacity outside the auspices of HGO within a seventy-five mile radius of Houston for the duration of the engagement in Houston, without the previous written approval of HGO.

XV. Expenses

- A. When, in the opinion of HGO, the presence of Composer or Librettist is required at meetings, interviews, Workshops, rehearsals and/or performances held beyond a fifty-mile radius of Composer's or Librettist's city of residence, she shall receive (as "required" and following written approval of the trip by HGO and as applicable):
  - 1. One round-trip, direct, coach, extended-leg-room air fare ticket, the reservation for which is to be arranged by HGO.
  - 2. A daily meal allowance at the rate of the meals expense portion of the then-obtaining IRS per diem rate.
  - 3. First-class, single-occupancy hotel accommodations (Magnolia Hotel or equivalent in Houston) at the discretion of HGO.
  - 4. Reimbursement of ground transportation and baggage fee expenses upon presentation and approval of required receipts, such reimbursement not to exceed \$350 US (Three Hundred Fifty U.S. Dollars).

XVI. No Employment

Composer and Librettist each, in performing her obligations under this Agreement, is acting as an independent contractor and not as an employee or agent of HGO and shall at no time represent or hold herself out to be an agent, employee, or representative of HGO. Nothing herein shall create, expressly or by implication, a partnership, joint venture, or other association between or among the parties.

XVII. Warranties and Representations

- A. Composer and Librettist each warrants, represents and agrees that:
1. No other contract, agreement, or obligation exists with another entity that precludes, prohibits, or otherwise makes unlawful her ability to fully execute and abide by this Agreement.
  2. Composer and Librettist each will not hereafter enter into any agreements or grant any rights to any other party that would or could diminish, impair or be adverse to the rights to the Opera herein granted to HGO.
- B. Composer and Librettist each warrants and represents that the work will be an original creation and not subject to a copyright by any other person or entity.
- C. Composer and Librettist each warrants and represents that she has the absolute rights to any of the source materials upon which the Opera is based and to any materials that are incorporated into the Opera, including, but not limited to, music, references to actual individuals or entities, quotes of individuals, poetry, text, speeches, transcripts, periodicals, newscasts, or other written or recorded material not in the public domain.
- D. Composer and Librettist each warrants and represents that she has obtained full authority to enter into this Agreement on her own behalf in all matters, terms, and conditions pertaining to and/or contained in this Agreement, whether stated or implied, including, but not limited to, payments, rights to the Opera being commissioned (including the music and the libretto), ownership, performing and other published materials, and public and other uses. Composer and Librettist each warrants and represents that she has obtained or will acquire at her sole expense all necessary rights involved in source materials upon which the Opera is based, and indemnifies and holds harmless HGO against any claims related to such rights.
- E. Composer and Librettist each hereby warrants and represents that she is authorized to act for and represent herself in all regards, including rights, payments, royalties, and all other aspects of this commission and the Opera being commissioned, in perpetuity, whether or not such rights, payments, royalties and/or other aspects are contained in this Agreement.
- F. Composer warrants and represents that the \$22,500 US payment to her fulfills all financial obligations of her commission fee, subject to the terms set forth herein. Librettist warrants and represents that the \$7,500 US payment to her fulfills all financial obligations of her commission fee, subject to the terms set forth herein.

- G. Each party to this Agreement warrants and represents to the other that no broker or finder was responsible for bringing the parties together. Each party shall be solely responsible for any payment due its respective agents.
- H. Each party to this Agreement hereby indemnifies and holds the other harmless from and against any and all costs, awards, damages, judgments, and expenses (including reasonable attorneys' fees) arising out of any claim, demand, or proceeding that may be made or instituted against such other party by reason of a finally adjudicated breach of any warranty or representation or agreement made by the indemnifying party. Indemnified party shall give the indemnifying party immediate notice of any such claim, demand, action, or proceeding, and the indemnifying party shall have the right to defend such claim, demand, action or proceeding should it so desire. The indemnified party shall not settle any such claim, demand, action or proceeding for which it seeks indemnification without the indemnifying party's prior written consent (not to be unreasonably withheld).
- I. HGO warrants and represents that it has obtained full authority to enter into this Agreement on its own behalf in all matters, terms, and conditions pertaining to and/or contained in this Agreement whether stated or implied.

XVIII. Contractual Obligations

- A. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior understandings between the parties on the subject matter hereof, whether written or oral, express or implied.
- B. This Agreement may not be changed, modified, renewed, extended or discharged, except by an agreement in writing signed by the parties.
- C. Any dispute arising under, out of, or in relation to this Agreement or any breach or asserted breach thereof, shall be determined and settled by arbitration in Houston pursuant to the rules then obtaining of the American Arbitration Association by an arbitrator with no less than three years of theatrical law experience. Any award rendered shall be final and conclusive upon the parties, and judgment thereon may be entered in the appropriate court or forum having jurisdiction. Such award may, upon request of the arbitrator, include reasonable attorney fees and documented expenses to the prevailing party.
- D. All questions with respect to this Agreement shall be resolved in accordance with the laws of the State of Texas and the copyright law of the United States.

- E. Composer and/or Librettist each may assign her rights to license fees and royalties, as well as her copyright in the Opera, but such assignment shall not relieve Composer and/or Librettist of her obligations under this Agreement. Except as provided for herein, Composer and Librettist may not assign this Agreement or any other rights hereunder without the written consent of HGO, which consent will not be unreasonably withheld. HGO shall not assign its rights or obligations under this Agreement without Composer's and Librettist's prior written consent.
- F. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto and their successors in interest.
- G. If any provision of this Agreement shall, for any reason, be held in violation of any applicable law, and said provision is held to be unenforceable, then the invalidity of such specific provisions herein shall not be held to invalidate any other provision herein, which shall remain in full force and effect.
- H. This Agreement may be signed in counterparts and electronically by PDF, facsimile or digital signatures and when taken as a whole shall be a binding agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective the date first written above:

For the Houston Grand Opera Association, Inc.:

BY: \_\_\_\_\_  
Perryn Leech, Managing Director

Date: \_\_\_\_\_

For Nkeiru Okoye, Composer

BY:  \_\_\_\_\_  
Barbara Scales

Date: June 18, 2017

For Anita Gonzalez, Librettist

BY:  \_\_\_\_\_

Date: June 18, 2017