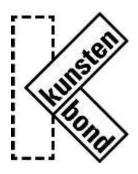
CAO FOR OMSCHOLING DANSERS NEDERLAND

1 January 2022 - 31 December 2026





Collective Labour Agreement for Omscholing Dansers Nederland

The undersigned parties, namely:

1. The Dutch Association of Performing Arts (NAPK), having its registered office in Amsterdam, acting as employers' organisation

and

2. De Kunstenbond, with its registered office in Amsterdam, acting as union

Whereas

- Since 1986, Stichting Omscholing Dansers Nederland (hereinafter ODN) has played an important role in the necessary retraining of dancers who, due to the tough physical demands of their profession must end their dancing career long before the regular retirement age and therefore make the transition to a new career.
- It is very important for ex-dancers' prospects on the job market to have a retraining scheme that functions well and has the key tasks of guiding dancers in their choice of course and providing funding.

hereby declare that they agree to the collective labour agreement as follows:

1. Definitions and abbreviations

| Board | the Board of ODN | |
|------------------------|--|--|
| CAO | Collective Labour Agreement for ODN | |
| contract of employment | the contract concluded between employer and employee as set out in Article 7:610 of the Dutch Civil Code. | |
| drama and/or dance | Drama and/or dance in the broadest sense of the words, with or without music and/or words, for all ages and audience groups, on stage or on location. Drama and/or dance may include elements of other arts and performing arts disciplines. The exceptions are productions that consist solely or mainly of music, opera, operetta, musical, cabaret, puppetry and circus. | |
| employee | Employees are people employed as a dancer on a contract of employment with an employer as defined in this CAO. Exceptions are: employees of DNO&B who are not part of the department Dutch National Ballet and who are covered on the basis of their contract of employment by the CAO for Dutch National Opera & Ballet; employees who have not yet reached the age of 15 and employees who have reached retirement age as defined in Article 7a paragraph 1 of the General Old Age Pensions Act; employees who as a consequence of any resolution pursuant to Article 2 of the Industrial Sector Pension Fund Act 2000 (Stb. 2000, 628) or pursuant to Article 3 of the Mandatory Professional Pension Schemes Act (Stb. 2005, 526), as the resolution reads on the date on which participation in the fund is mandatory for employees in the category of organisation concerned, are already obliged to participate in another industrial sector pension fund or professional pension scheme; employees who follow daytime classes, and work only during their school or study holidays for a period of no more than 6 consecutive weeks and for no more than a total of 60 days per calendar year; employees who are regarded as a director-major shareholder as defined in the Regulations for specifying director-major shareholders 2016 (in force from 1 January 2016, Stcrt.2015,19073. | |
| employer | Employers are: 1. Any legal entity with its registered office in the Netherlands, who: produces and/or performs drama and/or dance as its sole or main activity, measured against at least 50% of the average pay of the organisation, and who for that purpose employs one or more employees, as defined in this CAO, on the basis of a contract of employment, and who continuously produces drama and/or dance, by presenting or reviving at least one drama and/or dance production per year or per season. In addition, the total period in which this production/these productions is/are prepared, rehearsed and/or performed is at least 6 months. 2. Dutch National Opera & Ballet (DNO&B), department Dutch National Ballet. | |
| Foundation | Stichting ODN | |
| NAPK | The Dutch Association of Performing Arts | |

| ODN | Stichting Omscholing Dansers Nederland (ODN) |
|-------------------|--|
| office | the office of ODN |
| retraining scheme | the scheme managed and implemented by ODN |
| social partner | Kunstenbond as the union NAPK as the employers' organisation |
| ZZP-er | self-employed person without personnel, working on commission |

2. Scope

- 2.1 This CAO is applicable to the contracts of employment between employers and employees as referred to in Article 1, as well as to the social partners as referred to in Article 1.
- 2.2 This CAO is a minimum CAO. The individual employer is free to make additional agreements to the benefit of the (individual) employee.

3. Objectives and tasks

- 3.1 The social partners have founded Stichting ODN in order to implement a retraining scheme for dancers who, due to the tough physical demands of their profession must end their dancing career long before the regular retirement age and therefore make the transition to a new career.
- 3.2 With regard to the aforementioned retraining scheme, the social partners expect the Foundation (consulting with the Foundation if necessary) to implement the following core tasks well:
 - support, advice and adequate funding schemes for the retraining and career development of exdancers.
 - an accessible, serviceable and efficiently operating office.

4. Social partners and Board

- 4.1 The social partners are each entitled to appoint two members to the ODN Board; they should always be prompt in making the appointments expected of them.
- 4.2 Each of the social partners and the Board members they appoint ensure a mutual exchange of information about matters that are important for the fund to function well.
- 4.3 The social partners expect the Board to consult them about any proposed fundamental policy changes, before the Board adopts a final resolution.
- 4.4 Following consultation with the Board, the social partners will set the amount and division of the premium payments.

5. Articles of Association and regulations

- 5.1 The ODN Articles of Association, which are included as an appendix to this CAO, and the regulations, which can be found on www.omscholingdansers.nl, form an integral part of this CAO.
- 5.2 ODN amendments are automatically applicable to employer and employee, and come into force on the agreed amendment date. Mandatory participation in ODN ends in cases where the contract of employment is terminated.

6. Participation

- 6.1 Dancers employed by an employer are obliged to participate in ODN.
- 6.2 Employers arrange the application for and participation in ODN for the dancers they employ, as well as the payment of premiums in accordance with Article 7.1.
- 6.3 Dancers who work on commission (ZZP-ers) are entitled to voluntary participation in ODN.
- 6.4 The employer/commissioning body informs the dancer working on commission about their entitlement to participation in ODN and the relevant premium payment.
- 6.5 If a dancer working on commission wishes to participate, or continue to participate in ODN and demonstrates this to the commissioning body on request, the commissioning body will reimburse the part of the premium they would have paid if the dancer had been in employment; see Article 7.1. The premium base for a dancer working on commission is equal to that of a dancer in employment, and consequently consists of the corresponding pseudo gross monthly salary, including holiday allowance.

7. Premium payments

- 7.1 Employers and employees contribute to the funding of ODN in accordance with the following division of premiums, applicable as of 1 January 2022:
 - employer: 6.93% of the gross monthly salary, including holiday allowance.
 - employee: 2.32% of the gross monthly salary, including holiday allowance.
- 7.2 The employer is obliged to pay the total premium to ODN on time, in accordance with the premium payment regulations drawn up by ODN. Any adjustment to the premium is decided by the CAO parties.
- 7.3 On the basis of the Conditions for deducting from the costs of transition allowance decree, the employer is permitted to deduct the amount of employer's premiums paid by the employer for the dancer concerned, calculated over the complete duration of the dancer's term of employment, from the legal transition allowance of a dancer whose contract of employment is terminated. In the case of a full-time contract of employment, 24 times the dancer's gross hourly salary per year worked must be deducted from this amount of employer's premiums. In the case of a part-time contract of employment, this deduction is made pro rata. This deduction is related to the entitlement to a career budget of 24 hours per year, as set out in the CAO for Drama and Dance.

8. Duration of the agreement

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- 8.1 This CAO comes into force on 1 January 2022 and is valid until 31 December 2026.
- 8.2 If neither party informs the other party of its termination of this CAO at least three months before the expiry date stated in paragraph 1, the CAO will be assumed to be extended for another year.
- 8.3 Termination by one of the parties must be carried out by registered post addressed to the other party.
- 8.4 During the duration stated in paragraph 1, the social partners may agree on amendments to the CAO. These amendments come into force following the written signature of both social partners and following notification to the Ministry for Social Affairs and Employment.

| Ansterdam, \ date > | |
|--|------------------------|
| The Dutch Association of Performing Arts (NAPK) | De Kunstenbond |
| | |
| Mirjam Terpstra, director | Jurre Schreuder, chair |

Appendix Amendment to Articles of Association (Stichting Omscholing Dansers Nederland) 2020H1059654HO

On this, the twelfth day of May two thousand and twenty, appeared before me, mr. Herman Onstein, candidate civil law notary, hereinafter referred to as "civil law notary", acting as deputy of mr. Jan Piet van Harseler, civil law notary in Amsterdam:

Mrs Elisabeth Hendrika Heffels, office address 1071 PA Amsterdam,

De Lairessestraat 20, born in Amsterdam on the sixth day of May nineteen hundred and seventy.

The person appearing declared the following.

- 1. The Board of: **Stichting Omscholingsregeling Dansers**, a foundation having its registered office in Amsterdam, at the address Johan M. Coenenstraat 4, 1071 WG Amsterdam, registered in the trade register of the Dutch Chamber of Commerce, under number 41205502;
 - hereinafter referred to as "Foundation";
 - on the twenty-eighth day of April two thousand and twenty, following consultation with the employers' association and union stated below, lawfully decided to amend the Foundation's Articles of Association and to authorise the person appearing to have these amendments to the Articles of Association made through this deed. These resolutions are confirmed in a private deed that is attached, and will remain attached to this deed.
- 2. Until the execution of this deed, the Articles of Association read as they were drawn up by deed, on the tenth day of December two thousand and fifteen, executed by mr. J.P. van Harseler, civil law notary in Amsterdam

For the execution of the resolutions described above, the person appearing declared that the Articles of Association should be amended and drawn up again in whole, so that they read as follows.

ARTICLES OF ASSOCIATION SECTION I.

Article 1. Definitions.

1.1 In these Articles of Association, the terms below are defined as follows:

"Board": the Board of the Foundation:

"Board member": a member of the Board of the Foundation:

"CAO": the Collective Labour Agreement for Drama and Dance;

"claimant": a dancer/ex-dancer as defined in the Regulations Omscholing Dansers Nederland;

"employee": someone employed as a dancer by the employer on the basis of a contract of employment under civil law:

"employer": the employer to whom the Collective Labour Agreement for Drama and Dance is applicable, or who is affiliated to the Dutch Association of Performing Arts, or who has been accepted by the Board as an employer as referred to in the Regulations Omscholing Dansers Nederland;

"employers' organisation": Dutch Association of Performing Arts, hereinafter NAPK, having its registered office in Amsterdam;

"Foundation": the Foundation whose internal organisation is governed by these Articles of Association;

"in writing": by letter, telefax or e-mail, or by message conveyed through another accepted communication medium that can be received in writing;

"payments": payments as referred to in the Regulations Omscholing Dansers Nederland;

"Regulations Omscholing Dansers Nederland" means the regulations referred to in Article 10.1;

"union": Kunstenbond, having its registered office in Amsterdam.

1.2 References to Articles are references to Articles of these Articles of Association, unless expressly stated otherwise.

SECTION II. NAME, REGISTERED OFFICE, GOAL AND ASSETS.

Article 2. Name and registered office.

- 2.1 The name of the Foundation is: Stichting Omscholing Dansers Nederland.
 In social intercourse, the Foundation may also use the shorter name "Omscholing Dansers Nederland".
- 2.2 The Foundation has its registered office in the municipality of Amsterdam.

Article 3. Goal and assets.

- 3.1 The goal of the Foundation is to grant payments to claimants in order to give these claimants the opportunity to gain a different place in society after their dancing career, in accordance with the provisions in these Articles of Association and the Regulations Omscholing Dansers Nederland.
- 3.2 The Foundation aims to achieve its goal by, for example, providing good guidance to the claimant in choosing a new career.
- 3.3 The assets of the Foundation serve to achieve the Foundation's goal and will be formed by:
 - contributions from employers and employees;
 - subsidies and donations:
 - gifts, bequests and legacies;
 - all other acquisitions and profits.
- 3.4 Bequests as referred to in Article 3.3 may only be accepted on behalf of the Foundation as a beneficiary.
- 3.5 For the custody of the Foundation's property, the Board will observe the security needed for the prevention of financial loss, insofar as possible.

SECTION III. THE BOARD.

Article 4. Board members.

- 4.1 The Board is comprised of five members. An incomplete Board retains its powers, with a minimum of two members. Only natural persons may be Board members.
- 4.2 Board members are appointed as follows:
 - (a) two Board members are appointed by the employers' organisation;
 - (b) two Board members are appointed by the union; and
 - (c) one Board member, in the position of chair, is appointed by the Board.
- 4.3 Any vacancies within the Board are filled as soon as possible. If a vacancy is not filled within six months of occurring, the Board is authorised to appoint a Board member; preferably, but not necessarily, in accordance with the provisions in Article 4.2.
- 4.4 Board members are appointed for a period of a maximum of two times four years, barring any exceptions to this that may be agreed in writing in consultation with the appointing party (the employers' organisation or the union).
- 4.5 A Board member will step down (by law):
 - (a) due to the expiry of the period for which he has been appointed or due to his retirement in accordance with a rotation scheme:
 - (b) due to his voluntary retirement;
 - (c) due to his dismissal, for serious reasons, by the body that appointed the Board member concerned, pursuant to Article 4.2 under (a) or (b);
 - (d) due to his dismissal by the Board, by unanimous resolution, for serious reasons;
 - (e) due to his dismissal by the court in cases provided for by law;
 - (f) due to him being placed under curatorship or due to a judicial resolution whereby one or more of his properties are put under administration as a consequence of his physical or mental condition;
 - (g) due to his death.
- The Board appoints a treasurer, a vice-chair and a secretary for the Board from its ranks. The positions of chair, treasurer and secretary may not be held by the same person.

Article 5. Duties and powers.

- 5.1 The Board is charged with the management of the Foundation and as such with the management of the Foundation's assets.
- 5.2 The Board is authorised to conclude agreements concerning the acquisition, sale and encumbrance of registered property.
- 5.3 The Board is authorised to conclude agreements whereby the Foundation stands as guarantor, commits itself as joint and several debtor, warrants performance by a third party or provides security for a debt of a third party and represents the Foundation in these matters.

- 5.4 Barring exemption by the Board, Board members may not be a member of the board or board of directors, or hold membership of a supervisory body, of an organisation that has the same goal, or a similar one, to that of the Foundation.
- 5.5 The members of the Board give a statement of their relevant positions, including Board positions, supervisory and advisory positions. Members of the Board must report business ties between the Foundation and other legal entities or enterprises in which the Board member concerned is personally involved, whether directly or indirectly.
- In the regulations, the Board sets out rules concerning the Board's decision-making process and its procedures, in addition to the applicable provisions in these Articles of Association. The Board also draws up a rotation scheme for retirement in the regulations.
- 5.7 Without prejudice to the collective responsibility of the Board as such, powers of the Board may be delegated to two members of the Board insofar as they act jointly. Exceptions to this are the chair and the treasurer, to whom the Board may delegate powers to act alone, including representation in judicial and extra-judicial matters.
- 5.9 The Board makes an arrangement for the replacement of the treasurer and the secretary.
- 5.10 The Board may appoint officials with general or limited representational power. Each of them represents the Foundation in compliance with the limits of their power. The titles of these officials are determined by the Board.

Article 6. Board meetings.

- 6.1 The Board meets whenever it is deemed necessary by one of its members or by the Board of Directors.
- 6.2 The meetings are convened in writing, no later than on the seventh day before the day of the meeting.
- 6.3 The notice of the meeting will state the topics to be addressed. Topics not stated in the notice of the meeting may be announced later in accordance with the provisions in this Article 6.
- Board meetings are held at a location to be determined by the chair of the Board. However, if a meeting is convened by two or more other Board members, they will determine the location of that meeting.
- A Board member may be represented at a meeting by another Board member by written proxy. A Board member may represent no more than one other Board member at a meeting. The admission of other persons is decided by the Board members attending a meeting, by majority vote.
- The Board meetings are led by the chair of the Board or the deputy chair. In their absence, the chair of the meeting is appointed by the Board members attending the meeting, by majority vote.
- 6.7 Minutes are kept of the matters discussed at a Board meeting. The minutes are adopted by the Board, in the same meeting or in the following one. In witness thereof, the minutes are signed by the chair of the meeting at which they are adopted.

Article 7. Decision-making.

- 7.1 Each Board member is entitled to one vote.
- 7.2 Insofar as the law or these Articles of Association do not stipulate a larger majority, all resolutions by the Board are adopted by an absolute majority of the votes cast.
- 7.3 In the case of a tied vote, then the proposal is rejected, without prejudice to the provisions in Article 8.3.
- 7.4 Insofar as the law or these Articles of Association do not stipulate a larger quorum for taking a resolution, the Board can only adopt valid resolutions in a meeting if the majority of active Board members are present or represented at the meeting.
- 7.5 If the stipulations given in these Articles of Association for convening and holding Board meetings are not complied with, the Board can only adopt valid resolutions in a meeting if all the active Board members are present or represented at the meeting and none of the Board members are then opposed to the resolution.
- 7.6 Resolutions by the Board can also be adopted outside meetings, in writing or otherwise, provided the proposal concerned is presented to all the active Board members and none of them are opposed to the decision-making procedure in question. If a resolution is adopted outside a meeting and not put in writing, the secretary of the Board will draw up a report of the resolution, which is signed by the chair and the secretary of the Board. Written decision-making takes place through declarations in writing from all the active Board members, and is confirmed in the next Board meeting.

Article 8. Voting.

- 8.1 All votes are cast verbally, unless the chair of the meeting decides that the votes should be cast in writing. If it concerns a vote on persons, any Board member attending the meeting may request that the votes are cast in writing. Written votes are cast using unsigned ballot papers.
- 8.2 Blank votes and invalid votes will be deemed not to have been cast.
- 8.3 In a ballot concerning the election of people, if no candidate receives an absolute majority of votes, a second free ballot will take place. If no candidate receives an absolute majority of votes in this second ballot, then further ballots will take place until either one candidate receives an absolute majority of votes or else the ballot is between two people and the vote is tied. In the case of the aforementioned further ballots (not including the second free vote), each ballot is between the candidates voted for in the previous ballot, with the exception of the candidate who received the least number of votes in the previous ballot. If more than one candidate receives the least number of votes in the previous ballot, then lots are drawn to decide which of those candidates will not be entered in the subsequent ballot. In the case of a ballot where the vote is tied between two candidates, which of the two candidates is elected is decided by drawing lots.
- 8.4 Election by acclamation is possible if none of the Board members attending the meeting are opposed to it.
- 8.5 In a meeting, the opinion regarding the result of a ballot expressed by the chair of the meeting is final. The same applies to the content of a resolution adopted, insofar as votes were cast on a proposal that was not recorded in writing. However, if there is dispute about the correctness of this opinion directly after it has been expressed, then a new ballot will take place if requested by the majority of Board members attending the meeting or, if the original ballot did not take place by call or in writing, by one Board member attending the meeting. Any legal consequences of the original ballot will lapse as a result of this new ballot.

SECTION IV. BOARD OF DIRECTORS.

Article 9. Directors

- 9.1 The Foundation has a Board of Directors that is responsible for preparing and implementing the Board's resolutions.
- 9.2 The Board of Directors comprises one or more members. The number of members on the Board of Directors is set by the Board.
- 9.3 The Board draws up a profile for the scope and composition of the Board of Directors, taking account of the nature of the Foundation, the Foundation's activities and the expertise required from the directors.
- 9.4 Directors are appointed by the Board in accordance with the profile referred to in paragraph 3.
- 9.5 The Board sets the remuneration and other terms of employment for the Board of Directors.
- 9.6 Any director may be suspended or dismissed by the Board at any time.

SECTION V. REGULATIONS.

Article 10. Drawing up, amending and annulling the regulations.

- 10.1 The Board is authorised to draw up the Regulations Omscholing Dansers Nederland and other regulations, in which matters are arranged that are not included in these Articles of Association.
- 10.2 A provision in the regulations may not contravene the law or these Articles of Association.
- 10.3 The Board is authorised at all times to amend or annul the regulations. The Board will inform the union and the employers' organisation of any such resolution.
- 10.4 Article 13.2 is applicable mutatis mutandis to a resolution adopted by the Board to draw up, amend or annul the regulations.

SECTION VI. FINANCIAL YEAR, ANNUAL ACCOUNTS AND ADMINISTRATION.

Article 11. Financial year and annual accounts.

- 11.1 The financial year of the Foundation corresponds to the calendar year.
- 11.2 Every year, within six months of the end of the financial year, the Board draws up the annual accounts. Within this term, the Board also draws up an annual report and ensures the availability of the statement of the auditor on his/her findings, as well as the audit report by the auditor.
- 11.3 The annual accounts consist of a balance sheet, a profit and loss account and an explanation.
 The regulations referred to in Article 5.6 and 10.1 may include provisions concerning other subjects that should be addressed in the annual report, which may include a report from the Board of Directors.
- 11.4 The annual accounts are signed by the members of the Board, unless it is recorded in the minutes that the Board authorises one of the members of the Board to sign on behalf of the Board.
- 11.5 The Board shall commission an auditor to audit the annual accounts and shall formulate the appropriate instructions. Article 2:393 of the Dutch Civil Code shall apply mutatis mutandis as far as possible.
- 11.6 If the Foundation maintains one or more enterprises as referred to in Article 2:360 paragraph 3 of the Dutch Civil Code and meets the other criteria set out in that legal provision, then the provisions of Articles 2:299a and 2:300 of the Dutch Civil Code shall also apply to its annual accounts, as well as the provisions of Book 2, Title 9 of the Dutch Civil Code.
- 11.7 The Board draws up an annual budget. The budget is specified in accordance with the expenditure goals as referred to in Article 3.1 and 3.2 of these Articles of Association. The budget for a specific year shall be adopted by the Board at least six weeks before the start of the financial year concerned.
- 11.8 The annual accounts, the Board report and the audit report are deposited at the Foundation's office for inspection by the employers and employees involved with the Foundation, published on the website and published at one or more locations specified by the Minister of Social Affairs and Employment. Parties with an interest in the Foundation, including the employers and employees, may request these documents on payment of the appropriate costs.

Article 12. Administration.

- 12.1 The Board is obliged to keep records pertaining to the financial position and the activities of the Foundation, in conformity with the requirements ensuing from the activities of the Foundation. The Board shall keep these books, documents and other data carriers belonging thereto, in such a way that the Foundation's rights and obligations can be ascertained therefrom at all times
- 12.2 The Board is obliged to keep the annual accounts on paper, and the books, documents and other data carriers referred to in this Article 12 for a period of seven years.

SECTION VII. AMENDMENTS TO THE ARTICLES OF ASSOCIATION; DISSOLUTION AND LIQUIDATION.

Article 13. Amendments to the Articles of Association.

- 13.1 The Board is authorised to amend the Articles of Association.
- 13.2 A resolution by the Board to amend the Articles of Association may only be adopted following consultation with the employers' organisation and the union. A resolution to amend the Articles of Association shall require a two-thirds majority of the votes cast in a meeting at which at least two thirds of the active Board members are present or represented. If two thirds of the Board members are not present or represented at a meeting in which a resolution to amend these Articles of Association is to be discussed, a second meeting shall be convened, to be held no earlier than two weeks and no later than four weeks after the first meeting. At this second meeting, irrespective of the number of Board members present or represented, a valid resolution with respect to the proposal presented for discussion at the first meeting may be adopted, provided that the Board does so with a two-thirds majority of the votes cast.
- 13.3 A copy of the proposal, containing the verbatim text of the proposed amendment, shall be attached to the notice of the meeting at which an amendment of the Articles of Association is to be discussed.
- 13.4 A notarial deed shall be drawn up of an amendment of these Articles of Association. Each Board member severally shall be authorised to have said deed executed.

Article 14. Dissolution and liquidation.

- 14.1 The Foundation may be dissolved by a resolution to that effect adopted by the Board.
- 14.2 The provisions in Article 13.2 shall apply mutatis mutandis to a resolution adopted by the Board to dissolve the Foundation.
- 14.3 The resolution to dissolve the Foundation includes the establishment of the destination of the liquidation balance.
- 14.4 In the case of dissolution of the Foundation pursuant to a resolution adopted by the Board, the liquidation of the dissolved Foundation's assets shall be effected by the Board members.
- 14.5 During the liquidation, the provisions of these Articles of Association shall continue to apply insofar as possible.
- 14.6 After completion of the liquidation, the books and documents of the dissolved Foundation shall remain in the custody of the person designated for that purpose by the liquidators, for the period prescribed by law.
- 14.7 In addition, the liquidation shall be subject to the relevant provisions of Book 2, Title 1, of the Dutch Civil Code.

FINALLY

The person appearing is known to me, civil law notary.

This deed was executed in Amsterdam on the date stated in its heading.

After I, civil law notary, had conveyed and explained the contents of the deed in substance to the person appearing, he declared that he had taken note of the contents of the deed and did not wish them to be read out in full. Following a partial reading, the deed was signed by the person appearing and by me, civil law notary.