

Marseille, February the 29th

Dear Mr. Mifsud, dear members of MPO's board, Ms. And Mr. Micallef, Attard Montalto, Azzopardi, Cutajar, Galea Cavalazzi, Farrugia, Cassar, Aquilina and Killick,

I regret to inform you that I have decided to offer you my resignation from the position of MPO artistic director.

In the following brief statement, I wish to express in all frankness the elements that led me to such a decision. For this reason, I would like to make a clear reference to my contract and to the clauses that do not seem to be respected for the proper completion of my duties. I would add that I have asked Mr. Mifsud many times to remedy the malfunctions which hinder the normal and serene exercise of my duties, unfortunately without success.

1 Article 2.1. a)

***"The Maestro as Artistic Director and Consultant: Shall provide consultation services to the Chairman, the Board, and other staff, as the case may be regarding all activities of the Orchestra, namely – a) The general organization of all MPO's activities;"***

I've never been able to really work on the general organization of all MPO activities: Whether it's the operas given at the Manoel Theatre or in Gozo, the tours conducted by the principal conductor, the need to hire better orchestra soloists, the need to modify the defective acoustics of the Manoel Theatre, my proposals for touring especially in China, my wish to record French music records, my proposal of a good partnership with French Embassy for hosting French high-known soloists, my proposal of building an IMOF (International Malta Opera Factory) who first seemed to enthuse Mr. Mifsud ... To name just a few examples, almost all of the advices I've been able to provide have not been listened to while I have often repeated them to Mr. Mifsud.

2 Article 2.1. b)

***"... (namely)... -b) The identification of adequate spaces for all the MPO's music activities available, including those existing, presently or eventually under construction and the study for their optimum use;"***

Specifically, Manoel Theater, which is the main concerting audience hall of MPO presents big lacks of audio quality. I advocated the services of a specialist sound engineer considered in Europe as a great professional to improve the acoustics. Contacts were made by Mr. Mifsud, but I never had any follow-up and neither did the person I advised.

3 Article 2.1.d)

***"...(namely)... -d) The participation and counselling in the choice of related staff recruitment"***

Specifically, I was never consulted for example in choosing the replacement of Tony Mizzi, services officer in the administrative team.

4 Article 2.3

***« Shall be required to perform such duties to enhance, develop and prepare the MPO and its musicians as necessary in achieving the high standards expected of the MPO and is,***

***therefore, bound to supervise and further the musicians' standards as well as the reputation of the MPO on both the local and the international levels;"***

Specifically, I was unable to develop the MPO and its musicians as I would have liked for the following reasons:

- Concerning the high standard expected, all my advices about the musicians with an insufficient level were apparently listened, but never solutioned. So, the same mistakes and impossibilities came up at every rehearsal session. I informed Mr. Mifsud and Mr. Frendo (my programming advisor) who seemed to share my diagnostics, but without any following effect.
- Concerning the reputation, all my proposals of foreign tour (For example in China) with a real incoming money amount from some prestigious festivals like Shanghai new music festival were rejected by Mr. Mifsud.
- Concerning the international level, I did my best to bring prestigious soloists during MPO concerts (for example Mr. Muraro in last November, internationally acclaimed by the press as the best pianist in the world for Ravel) with no real reaction of the administrative team. And when I proposed to collaborate again with Mr. Muraro, I received a negative answer from Mr. Mifsud.

2.4. ***"Shall form part of the Audition Selection Boards appointed by the Orchestra from time to time and according to the exigencies of the MPO"*** and

2.5 ***"May be requested to supervise the conduct, performance and standard of each orchestra musician of the MPO and prepare relevant reports at the request of the Orchestra"***

Generally speaking, I was confronted by Mr. Mifsud with the following contradiction: To improve the musical level of the orchestra, to make it play on an equal level with the great European orchestras, but at the same time to keep it exactly as it is today!

As a conductor working internationally (Argentina, China, France, Netherlands, Belgium, Italy, Canada, Spain...) I can guarantee that some musicians playing at MPO today will never have the level of an international orchestra. I told Mr. Mifsud, who seemed to agree with me without ever following my demands.

That is why, even before being appointed musical director and at the request of Mr. Mifsud, I asked the super-soloist (concert leader) of the orchestra TMP (Toulon Provence Méditerranée) to come on 8 and 9 April 2019, six months before my appointment, at the request of Mr. Mifsud at the Violin auditions. Namely Ms. Laurence Monti, who shared my diagnosis of the low level of competition and wrote a report in this way.

2.6 ***"Shall be responsible for the elaboration of the music programme of the Orchestra, namely:***

a) ***The organization and set-up of the MPO's calendar of all activities;"***

As explained above, I was initially excluded from MPO's overall programming except for my five concerts a year. Mr. Mifsud reassured me by proposing to expand my programming possibilities for the following season (2020-2021) which to date has still not been the case. In the current situation, I was programming two concerts in consultation with the director of the Manoel Theatre, one of which was part of my five concerts. In addition, I had to stand free for

the festival directed by Mr. Ishkanov, without having any choice of works I should conduct for this festival. Apart from my five concerts, my programming capacity was in fact almost nil.

b) ***“The choice of repertoire and programming policy;”***

In the same way as for the programming, I had very little control over the programming policy outside my five concerts: in 2019-20, I was able to invite an excellent British chef for a concert of film music desired by Mr. Mifsud. I choose him in conjunction with BBC Wales orchestra, to be sure of the great professional value he would show in front of the orchestra. In the same vein, I choose a very brilliant Mexican/Dutch conductor for a program around Berlioz and Mendelssohn. This last decision was very difficult to take because, if artistically the choice matched – as Mr. Mifsud recognized himself – Mr. Mifsud was very difficult to reach, like usually from my early beginnings to today. Then, when I explained my choice of this conductor, Mr. Mifsud showed contrariety to not have been called before – What I tried many times.... At this point I understood my future artistic decisions would be very limited. But I was trying to be as cooperative possible in order to participate in Mr. Mifsud’s vision of the orchestra. In fact, after these programming of two concerts, all my proposals were massively rejected by Mr. Mifsud.

c) ***“The choice of guest artists (conductors; soloists, and any other artistic collaborators); “***

As noted above, I have chosen two soloists and two conductors in total and for all in 2020-21. Because we were very late, I used my network to bring great artists to MPO, but when I wanted to go further, it was impossible because the whole season was already over. For the next season I was preparing, my choices were even smaller. In the run-up of 2021-2022, I was working with my programming advisor, Mr. Frendo, who put a strong emphasis on a cellist that Mr. Mifsud wanted to invite, for artistic as well as financial reasons. At that time, I accepted this decrease in my artistic choices because, once more, I wanted to work in great collaboration with the team. In fact, it showed clearly that my duties as artistic director were not respected.

In the same way, Mr. Mifsud urged me, for the benefit of the orchestra, to try new super-soloists, indicating to me that the current MPO concert leader intended to gradually move from the orchestra to a role in education. So, I invited a French concert leader and the reception of the orchestra was very cold because everyone thought I wanted to replace the current concert leader. Even today I do not understand the interest of pitting people against each other, when music needs an atmosphere of natural harmony.

d) ***“The choice in the recruitment process of new members of the MPO;”***

Like for the problem of improving the level but keeping the lower elements, I faced another contradiction in the accomplishment of my duty concerning the new members of MPO. Specifically, we had a problem with the lack of violas in the orchestra. I have tried to find some in France, my country, but it’s not easy because the wage conditions are much higher than in Malta. However, I continued searching and for the concert of last February, I found in Paris a

violinist of an excellent level. Then I gave his details to Mister Aurelio Belli, the logistics executive of MPO, who never called him. After that, Mr. Mifsud asked me why I didn't help about the lack of violinists. I pointed the contradiction, one more time, with no answer.

e) ***"The development of new audiences and educational programs."***

I had several interesting meetings with Maria Blanco during which I discussed many educational projects, including the "history of music in 3x22 minutes", which was very successful in France. Never did any fallout follow this educational project I proposed to MPO, once again, for nothing. Moreover, several times, Mr. Mifsud told me to observe, like him, a kind of mistrust of Ms. Blanco, without me being able in any way to understand why.

***"2.9 The Chairman and the Board of Directors of the Orchestra recognize and accepts their responsibility to provide the Maestro with all artistic and administrative conditions necessary for him to fulfil the tasks and obligations in this agreement."***

We're talking about the major contractual fault in the chair and the board of directors of MPO. Over the course of these five months of artistic direction, and adding the eight months of unpaid work leading up to the 2019-20 season, I have tried as hard as I can to understand MPO's main artistic goals, through Mr. Mifsud's particular vision. Mr. Mifsud rarely answers the phone, sets appointments to which he does not go, changes his mind on major artistic issues, is basically unreliable in a relationship that requires real follow-up. To understand what I am saying, here is an excerpt from one of my last e-mails to Mr. Mifsud: (date: February the 21<sup>st</sup>)

***"Dear Sigmund, I have waited your call today around noon as it was settled, and then after I kept waiting for another window today, unsuccessfully. I think this is not a good situation. I explain myself: of course, we are both very busy people, and one thing is understandable, I mean change a date in the planned schedule because our timetable was suddenly moved by the circumstances. But another thing for me is clearly unacceptable: it's waiting without knowing if you gonna have a call or not. It prevents the one's waiting to move his own timetable in order to organize his day as he wants. This is why I will not accept the same situation next time. Today, I waited all day for knowing if I was gonna talk to you, Sigmund, or not to." (...)***

This is not an isolated case, but the last example of an accumulation to which I have decided to respond more firmly. Since the beginning of my collaboration with MPO, I have constantly tried to understand what Mr. Mifsud wanted, and even when I decided to accept a decrease in my artistic prerogative, the artistic and administrative conditions to fulfil my tasks and obligations were most of the time never provided. All this, of course, apart from the moments spent with the orchestra that generated great successes and the artistic recognition of many musicians (see below).

***"2.10 The Maestro shall be consulted in the vetting process regarding the quality and content of all promotional material involving all MPO related events and hence he will be copied with such material in due course before publication. In addition, he reserves the right of agreement regarding public use of his own name and image."***

I was never warned when a photo of me was published on the Internet, often in dubious quality, reworked (easily found on the MPO's Facebook page). I accept of course the principle

of communication, I even shared them in a team spirit, but it is not in the contractual logic to do so, being ultimately always responsible for my image.

***“2.12 The Maestro shall propose to the Orchestra projects that may be beneficial to the MPO in general as well as the hire of the MPO’s services to third parties and shall conduct negotiations of an artistic nature and contractual agreements with third parties as agreed with the Orchestra”***

As soon as Mr. Mifsud offered me the artistic direction of MPO, I looked for many partnerships in Malta and abroad. I met Ruben Zahra for Malta international art festival 2021, and relaunched it several times. He seemed interested, but did not respond to my last requests. I discussed very extensive projects with Karl Fiorini and the Spring Festival, but Mr. Mifsud did not seem interested in this festival. In Wales, agreed with the orchestra I settled a meeting with Meurig Bowen, the director of Wales BBC Symphonic, I proposed an exchange of orchestra (MPO would plays in Cardiff, BBC Wales Symphonic would play in Malta). It was yet in a building process. For all these projects, I have never honestly felt a very sustained interest from Mr. Mifsud. It was always me who had to solicit him and I felt like I was disturbing him if I went out of my five concerts a year.

***“2.13 The Maestro agrees that he will make himself available for meetings as required with the Orchestra’s musicians and other personnel at mutually agreeable times;”***

***“2.14 The Maestro agrees that he will make himself available for meetings as required with the Orchestra at mutually agreeable times and that he will work closely with the Board and Management of the same Orchestra;”***

***“3.1 It is understood that besides the rehearsal and performance periods, the Maestro will offer his availability in Malta for***

- a) all necessary meetings and auditions;***
- b) PR activities as necessary ;***
- c) programme quality consultations and related workshops;***
- d) monitoring of the organizational and artistic activities by the MPO.”***

***“3.3 Administrative tasks shall be primarily carried out in Malta; the Maestro shall be present in Malta to carry out the latter tasks, and shall be at the administration offices of the Orchestra during normal working hours of the MPO for at least one (1) or two (2) days, every such time that he is providing services in accordance with Clause 2.4, either prior to the start of the rehearsal schedule or after the performance. During said days the Maestro is expected to report to the Chairman and the Board on the progress of the Orchestra’s musicians and the general performance of the Orchestra”***

With regard to the presence of the artistic director in Malta, meetings with musicians, meetings with the board and all activities outside rehearsals:

- Each time I came to Malta, I actually spent one or two days working in the office or in an external appointment as part of my duties: In February one day, on 3; in December two days, on 16 and 19, in November two days spread over 4 half days (On 4, 5, 6 and 8 November)

- In addition to these days, I came regularly to Malta from 12 November 2018 when Mr. Mifsud asked me to become artistic director: from 24 to 28 April 2019, from 4 to 6 July 2019, to which must be added two days in Cardiff at the headquarters of the BBC Wales orchestra, commissioned by MPO on 15 and 16 July 2018.
- A total of 16 days, not including travel, have I spent on the administrative side of my mission, more than all my rehearsal time since my contract came into effect (20 half-days including last rehearsals)

As this count clearly shows, I took my artistic director commitments very seriously, with a constant focus on improving MPO's ergonomics and overall development. But all this investment of time, which is not mentioned anywhere in my contract, which I voluntarily gave in addition, did not allow me to move forward as I should have. Most of the directives given by Mr. Mifsud were unclear, changeable, without follow-up, and never really enlightened me. Just like most of my proposal, some of which have aroused a seemingly sincere interest, but which never led to artistic realities.

***"6.2 In addition to the fee specified in sub-clause 6.1, the Orchestra will pay the Maestro a special allowance of Ten thousand Euro (€10,000) per annum exclusive of VAT for the duration of this agreement, in view of related activities:***

***a) Talent scouting and auditioning ;***

I offered to conduct an MPO/MYO concert from my first season in order to meet talented young Maltese musicians. and in this context, I proposed to the French ambassador to help us financially support the arrival of great French artists to organize an academy among young Maltese. The ambassador answered me positively, and Mr. Mifsud seemed at first happy that I found funding, but then, as often, he stopped talking about the project and finally asked me to wait for him to think about it.

***b) coordination and/or participation in workshops;***

For the 2020-2021 season, I proposed to block a week of rehearsal to read new scores in a special workshop named "MPO by MPO". Then we would have finished the week with two recorded concert-readings in order to create a new repertoire for MPO. A characteristic of Malta is to have many composers for whom it is difficult to access the orchestra. In this way, we would have met an artistic need for the territory while creating a new repertoire specifically designed for MPO. After not having understood where I wanted to go with the notion of concert-reading - which is nevertheless practiced everywhere in Europe - Mr. Mifsud never spoke to me again, and the first programming calendars I received already did not have enough space for such programming.

***c) prospecting professional contacts for the Orchestra with international bodies;***

As I mentioned earlier, I proposed MPO to many international festivals and got a tour in China at the initiative of the Shanghai new music festival (Director Deqing Wen), the Nanning International Festival (Director Zhong Jucheng) and the Hong Kong Composers Guild (Chairman Kwong-Chiu Mui). Mr. Mifsud, who had previously given me a sale price for the MPO concerts, once the Chinese festivals had accepted, told me that it was actually impossible

since the concerts were in September at the time of the Independence Day. It did not encourage me to continue my efforts since no one on the administrative team took over my initiatives. In fact, tours were arranged in advance with the principal conductor and other artistic projects were not wanted. Again, my role as artistic director was not respected. However, it seemed more rewarding to me that the orchestra was invited and paid for its abilities rather than the tour operator renting concert venues, even prestigious ones.

**d) *explore opportunities for current MPO musicians to join in projects with foreign orchestra's***

I had the idea several times to bring abroad soloists among the best of the orchestra (Solo Flute, Solo Harp, Oboe....) or a Maltese soprano who works a lot with MPO. I even admit, as a composer, that I had planned to write a piece for these musicians, as soloists dialoguing with the orchestra. Indeed, Mr. Mifsud had offered me at the signing of our contract to commission me a piece as a compensation of the amount of my fee, quite low for an international artist with a large experience. Again, when I mentioned it more specifically, Mr. Mifsud was evasive, and then never spoke to me again about a dialing order. I'm very sorry for that, because these interpreters, with whom I get along particularly well, could represent MPO abroad.

**e) *social and marketing commitments in the name of the MPO.***

During a meeting with Mr. Mifsud for a bank sponsorship in November, I had the idea of making a film with a child in the middle of the orchestra to which I would pass on my stick to conduct the musicians. The head of the bank was enthusiastic, and Mr. Mifsud was very pleased with me after this meeting. As most of the time, I subsequently had no news of the possible development of this project.

For all these reasons, and in spite of the support of many of MPO's most notable musicians, in spite of magnificent concerts that were popular with the public, in spite of the tenacious desire that I guard to advance this orchestra which was, briefly, become mine, I have decided to resign my position as artistic director and, as a result, to terminate this contract as it is mentioned in the following article:

***"10.1 This contract may be terminated by either party by giving six months notice in writing."***

I therefore defer to the following clause

***"10.2 In the event of termination of this contract prior to its expiry in terms of clause 10.1, the Maestro shall be paid the remuneration and allowance as set out in clauses 6.1 and 6.2 of this agreement, calculated on a pro rata basis up till the expiry of the six months notice."***

This means, therefore, that my six-month notice will end on August 31, 2021.

Dear Mr. Mifsud, dear members of MPO's board, Ms. And Mr. Micallef, Attard Montalto, Azzopardi, Cutajar, Galea Cavalazzi, Farrugia, Cassar, Aquilina and Killick,

With all my regrets but also my best wishes for the future of MPO.

Raoul LAY

