

117/2021

# Contract



between: **Boosey Et Hawkes Deutschland GmbH**  
**i.A. von Bosworth Music GmbH /**  
**Wise Music Group**  
**Lützowufer 26**  
**10787 Berlin**  
(hereinafter referred to as 'the publisher')

and: **Janackova Filharmonie Ostrava**  
**ul. 28.rjtna 124**  
**70200 OSTRAVA**  
**TSCHECHISCHE REPUBLIK**  
(hereinafter referred to as 'the producer')

concerning the production of a sound carrier making use of performance material supplied on hire, a concert recording or a previously existing sound carrier of the work:

Composer: **Martinu, Bohuslav**  
Title: **KONZERT NR. 2 FÜR VIOLONCELLO UND ORCHESTER**  
Opus/Year: **(1945)**

according to the delivery note enclosed hereto / according to the delivery note dated: .....

for the recording on 03.06.2021

Orchestra: **Janacek Philharmonie Ostrava**

in accordance with the following conditions:

1. Payment for the material shall amount to EUR 50,00 - plus statutory value-added tax for every commenced minute of music on the basis of the actual duration of the recording. The calculation may be made on the basis of the above-mentioned approximate duration of the work if the publisher is not notified of the duration of the recording within six months after the date of the recording. No account shall be taken of the duration being shorter than that mentioned above.
2. The delivery of the material will be effected at the risk of the contracting party. The material must be examined immediately upon receipt with regard to the contents and completeness thereof. The publisher must be notified of any possible claims not later than 5 business days following the receipt of the material. Any claims filed after the expiration of the period will no longer be recognised. Liability for delayed delivery shall not be assumed by the publisher. This does not apply if the delay is the result of gross negligence or wilfulness.
3. The material shall be returned to the publisher without delay following completion of the recording - with the exception of the score, which shall be returned within six weeks after the same date - and at the cost and risk of the producer. This shall also apply should the recording fail to take place. If the material is not returned on time a fee of ten percent of the agreed fee may be charged for each month commenced (for the score two percent), the minimum fee being Euro 80,-. Performance materials or parts thereof which have been lost, severely damaged or otherwise rendered useless are to be replaced at the cost of the new purchase price which must be reimbursed to the publisher.
4. The producer shall bear all the costs relating to the procurement and delivery of the performance material.
5. Fifty percent of the agreed fee plus statutory value-added tax may be charged for permission to use the performance music material should the production of the sound carrier fail to take place provided that the production is not completed at a later date within six months. If no sheet music has been delivered, only a handling fee of Euro 80,- will be charged.
6. The producer is permitted to use the performance material only for the production specified in this contract. He is prohibited from using the material, either in whole or in part, for extracts or adaptations, or for copying, digitalisation or reproduction purposes - regardless of the technical means. Should the publisher agree to a use of the material other than that defined by this contract a further fee shall be agreed on and charged.
7. The use of the recording produced in any type of audio / audio-visual production, i.e. for film production or advertising, is hereby expressly prohibited. This shall also apply to the use of the recording for any type of digital storage (online, offline) unless otherwise agreed.
8. The use of parts of the production shall require a separate agreement with the publisher.
9. Graphic reproduction permission of any kind shall be acquired separately from the publisher.
10. Rights concerning mechanical duplication and distribution, broadcast, public performance and digital storage are not

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- subject of this contract but shall be separately acquired from the appropriate mechanical rights collecting society (e.g. GEMA). Should in any particular case these rights not be administered by a collecting society in the country in question a separate agreement shall be entered into.
11. The transfer of the production or any part thereof to third parties is not covered by this contract and requires the separate consent of the publisher. Third parties in this sense are not companies which are legally or commercially connected with the producer. In case of breach of this clause the producer shall be liable to the publisher for double the amount of the damage caused.
  12. The producer shall clearly display on the cover or in the booklet of the sound carrier the following notice:  
© by Associated Music Publishers Inc / Edition Wilhelm Hansen GmbH  
i.A. von Bosworth Music GmbH / Wise Music Group
  13. The publisher is entitled to 3 specimen copies per work and catalogue number without cost. Further specimen copies may be purchased at the trade price. The specimen copies shall be sent to the publisher without specific request immediately after the release of the sound carrier.
  14. Should any of the provisions in this agreement become invalid, the validity of the rest of the contract shall remain unaffected. The invalid provision shall be replaced by another provision which comes closest to the economic essence and purpose of the contract. Amendments to the contract must be made in writing. No subsidiary agreements have been concluded.
  15. In the event that the contracting party should fail to comply with the foregoing conditions, a contractual penalty shall become payable, to the amount corresponding to twice the rental payment stipulated in the agreement. Notwithstanding this provision, the publisher shall furthermore reserve the right to claim damages.
  16. In the case of a previously existing recording being used for the production of the sound carrier the corresponding performing rights are not the subject of this contract but must be separately acquired.
  17. Particular agreements:  
The material must be returned directly to:

Edition Wilhelm Hansen AS  
Bornholmegade 1A  
1266 Copenhagen K  
Denmark

This contract is subject to the law of the Federal Republic of Germany. Jurisdiction shall be, in so far as permitted by law, the respective headquarters of the publisher.

Please return this contract until 30.04.2021

Producer:

Publisher:

(Date, Signature)

(Date, Signature)

Janáčkova  
filharmonie  
ostrava  
příspěvková organizace  
28. října 124  
702 00 Ostrava  
IČ: 00373222  
DIČ: CZ00373222

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Schválení příkazce operace:		Datum: 30.9
Schválení správy rozpočtu:		Datum: 2
U finanční operace proběhla předložena řídicí kontrola ve smyslu zákona Sb. č. 320/2001 a vyhlášky č. 416/05.		