**Guest Artist Agreement**

**No. SU-21/144**

This Guest Artist Agreement (the "**Agreement**") is made and entered into onthe day, month and year set out below by and between:

**PRAGUE PHILHARMONIC CHOIR**

A Czech contributory organization established by and existing under the Czech law

Having its head office located at Melantrichova 970/17B, Praha 1, Czech Republic

Identification No.: 14450577

EU VAT nr: CZ14450577

Represented by: David Mareček, Director

(hereinafter referred to as the “**Choir**”)

**and**

**UNISONO Bt. (Amadinda Percussion Group)**

Represented by Aurél Holló

Address: H-2131 Göd, Kazinczy u. 37.

EU VAT nr: HU22391771

(hereinafter referred to as the “**Artist**”)

In consideration of their mutual covenants herein, the Choir and the Artist agree as follows.

The Choir hereby engages the Artist and the Artist understands and accepts such engagement subject to the other terms herein as follows (hereinafter referred to as the “**Engagement**”).

**Article I**

**Rehearsals and recording sessions**

1. The Artist agrees to perform at the following rehearsal and recordings:

**Day and date: Time: Venue:**

Tuesday 21.12.2021 installment of instruments, reh Vzlet, Holandská 669/1, Prague 10 – Vršovice

Wednesday 22.12. 13-16, 17-20 (reh+sound check) Vzlet, Holandská 669/1, Prague 10 – Vršovice

Thursday 23.12. 10-14:00 (rec) Vzlet, Holandská 669/1, Prague 10 – Vršovice

Sunday 26.12. 12-16:00 (rec) Vzlet, Holandská 669/1, Prague 10 – Vršovice

Monday 27.12. 10-13, 15-18 (rec) Vzlet, Holandská 669/1, Prague 10 – Vršovice

Tuesday 28.12. 10-14 (rec) Vzlet, Holandská 669/1, Prague 10 – Vršovice

**Other Performers:** Prague Philharmonic Choir, Lukáš Vasilek (conductor), Kirill Gerstein, Katia Skanavi, Alexandra Skanavi, Zoltán Fejervári - piano, Kateřina Kněžíková, Jana Hrochová, Jiří Bruckler, Boris Stepanov –soloists

**Article III**

**Repertoire**

1. The Artist agrees to perform the following repertoire (hereinafter referred to as the “**Repertoire**”):

**Igor Stravinsky: The Wedding**

1. Any change to the Repertoire shall be after mutual agreement; the Artist undertakes not to refuse or delay consent with such change without objective reason.
2. Should the Artist prefer to use his/her own scores or a particular edition of a musical work or should the Artist wish to perform in another key than usual, the Artist shall inform the Choir at least three (3) months before the first rehearsal and, if the Artist wishes to use his/her scores, provide the Choir with the scores within the same time for approval. The Choir reserves the right to reject the Artist’s suggestions. Should the Artist fail to inform the Choir in the agreed time about his/her wish to use another score, or should the Choir not approve to use this score, the score provided by the Choir shall be used and the Choir’s librarian shall distribute the relevant material at the Choir’s discretion.
3. The Choir shall be solely responsible for the payment of all charges, assessments, royalties or license fees required to be paid for the right to perform the Repertoire. However, if the Artist supplies his/her material (set of parts, scores etc.), the Artist shall be solely responsible for the payments under the previous sentence related to such material and shall be liable for any interference of the agreed performance of the Repertoire with any third party rights (e.g. copyright) related to such material.

**Article IV**

**Open Rehearsals**

1. It is agreed that any rehearsal(s) may be attended by persons designated by the Choir, including members of the Choir who do not perform at it, members of the Artistic Board of the Choir, representatives of the Choir’s management and a limited number of students or other persons reasonably determined by the Choir.
2. It is agreed that the dress rehearsal may be opened to the public and tickets for such public dress rehearsal may be sold or otherwise offered by the Choir. The Artist shall be informed in advance whether the dress rehearsal will be made public.

**Article V**

**Fee and Travel/Hotel Expenses**

1. As a full compensation for the Engagement, the Choir shall pay the Artists an overall fee of

**EUR 9 798 brutto**

**expenses for travel and licence in the amount of 30% of the total fee are included**

1. The fee is special and confidential.
2. The fee shall be paid by bank transfer within three weeks after the performance based on **the invoice sent by the artist til 30.12.2021 on email vyrkova@choir.cz**
3. Bank and tax details:

Bank: xxxxxxxxxxxxxxx

Address: xxxxxxxxxxxxxxx

Tax number: 22391771-2-13

Account Name: xxxxxxxxxxxxxxx

Account number: xxxxxxxxxxxxxxx

IBAN: xxxxxxxxxxxxxxx

SWIFT/ xxxxxxxxxxxxxxx

Tax domicile: Hungary

Address in the country of tax residency of the Artist: H-2131 Göd, Kazinczy u. 37.

1. Where the fee is stated to be gross, the Choir shall be entitled to deduct from the fee payable to the Artist withholding tax at the rate required by any local law or regulation. The Choir will provide the Artist with a certificate evidencing payment of any withholding tax or other sums required to be deducted from the Artist’s fee pursuant to any local law or regulation as soon as practicable.
2. The Choir is not liable for any tax payable by or on behalf of the Artist.
3. The Choir shall pay necessarily and reasonably incurred expenses on the Artist’s travel to the place of performance and from it in the amount of actual costs. The sum shall not exceed **1475 EUR** nett; any excess shall be paid by the Artist. The Choir shall provide the Artist with appropriate accommodation in **the Wenceslas Square hotel (2 single, 2 twin rooms)** for the following period **21.-23.12.2021.** (2 nights), **25.-28.12. 2021.** (3 nights). Any expenses incurred under this paragraph are due to necessary cooperation of the Parties leading to fulfilment of the subject matter of this Agreement and shall not constitute remuneration or other income of the Artist.
4. The Artist shall not be entitled to the fee and compensation of expenses should the Artist not perform for any reason except for any cause attributable to the Choir’s negligence. The Artist shall be entitled to a proportional amount of the fee in case only a part of the performance(s) is realized.
5. In the event that the Artist requires a visa, a work permit or any other travel documents, the Artist shall assume all responsibility for obtaining such documents in a timely manner and shall pay the full cost thereof. In the event that the Choir must initiate such a procedure on behalf of the Artist, a minimum of three (3) month notice is required and the cost plus a nominal service charge will be deducted from the Artist’s fee.
6. In the event that the recording cannot be fulfilled in its entirety for reasons beyond the control of the choir, the choir shall pay the percentage of the work performed.

**Article VI**

**Choir Rules, Independent Status**

* 1. The Artist shall comply with the Choir’s internal rules and regulations.
  2. The Artist is engaged as an independent contractor and not an employee of the Choir.
  3. The Artist is obliged to arrive with a valid PCR test for the first rehearsal on 21st December and 26th December 2021.

**Article VII**

**Broadcasting, Recording and Other Uses**

1. The parties have agreed that the Choir shall have the rights set out below, in addition to any other rights granted by this Agreement or by a separate agreement, in respect of the performance(s) set out in Article I hereof and any audio records or audio visual records of the performance(s) in unedited or edited form (any product of such recording and/or editing shall be for the purposes of this Article referred to as a “**Recording**”) and the Artist hereby grants such consent, rights and licence to the Choir to:
2. make and edit the Recordings for the purpose of their subsequent reproduction and dissemination; reproduce (in particular create copies of) the Recordings; distribute, lease and/or lend copies of the Recordings and communicate the Recordings to the public.
3. broadcast and/or communicate the performance(s) and Recordings to the public by any means, (i) including but not limited to television, radio, internet and any other forms of media or devices now known or hereafter devised and (ii) including but not limited to broadcasting as a broadcaster (s. 21 of the Czech Copyright Act), transmission provider (s. 22 of the Czech Copyright Act) or broadcast presenter (s. 23 of the Czech Copyright Act), presenting and/or transmitting a Recording (s. 20 of the Czech Copyright Act) and communicating by computer or similar network [s. 18(2) of the Czech Copyright Act; this shall include, but not be limited to, live webcasts and non-interactive streaming and downloading]; Broadcasting and/or communicating to the public may but need not be live;
4. insert a logo or other designation of a broadcaster and other text, images and/or other information into the broadcast; interrupt the broadcast performance and/or Recording and insert advertisements or other material; present the broadcast performance and/or Recording via split-screen or by another form of modified visual which in a separate section contains advertisement, sponsoring, self-promotion or other text or images (this provision shall be understood to also extend to situations in which a part of the screen is occluded by superimposed information of the aforementioned kind); provide the performance(s) and/or Recording with subtitles, dubbing or voice-over; promote the broadcast and the broadcaster worldwide in all usual ways (such as press coverage, trailers or other publicity on TV, radio or other channels, using photographs, still images or excerpts on the internet, in particular the website of the broadcaster etc.);
5. make and edit the Recordings for any purposes; reproduce (in particular create copies of) the Recordings; distribute, lease and/or lend copies of the Recordings; communicate the Recordings to the public and exploit the performance(s) and/or Recordings in any other way or manner of use.
6. Unless explicitly agreed otherwise, any rights and/or licence granted under this Article shall be exclusive, without limitation by time (i.e. shall last for the whole period of duration of rights of the Artist), quantity (e.g. number of broadcasts, copies etc.) or territory (i.e. shall be worldwide) and independent of whether the use is commercial or non-commercial.
7. The parties have agreed that should the Choir request, in case of any rights granted with territorial limitation, to broaden the scope of such rights (e.g. make them worldwide), the parties shall make all effort to reach an agreement on the broadening of such rights; for these purposes the Artist undertakes to respond to the request within thirty (30) days and the parties shall negotiate in good faith and on the basis of terms and conditions which are reasonable and usual in such cases.
8. The parties have agreed that should the Choir request to obtain any rights related to the performance(s) and/or the Recordings which are not granted in this Article, the parties shall make all effort to reach an agreement on the granting of such additional rights; for these purposes the Artist undertakes to respond to the request within thirty (30) days and the parties shall negotiate in good faith and on the basis of terms and conditions which are reasonable and usual in such cases.
9. The Choir shall be entitled to transfer the rights referred to in this Article in whole or in part to third parties, in particular its contractual partners (including, but not limited to, Czech Television) and/or grant them licence (or sublicence) to benefit from any such rights.
10. Remuneration for the grant of rights pursuant to this Article shall be deemed included in the fee agreed in Article V hereof and for taxation purposes represents 30 % of the total fee; the remainder of the fee covers all other aspects of the Engagement, including the actual artistic performance. The Artist shall not be entitled to any gratuitous copies of the Recordings unless agreed otherwise separately.
11. The Choir is not obliged to make use of the performance(s) and the Recordings. The Choir shall be entitled to use at its discretion only a part of the performance(s) or any Recordings. The Choir shall be entitled to edit and adapt the Recordings for the purpose of their use allowed by this Article and to combine them with other works, performances and recordings for these purposes.
12. In exercising its rights under this Article, the Choir undertakes to observe the relevant provisions of the Czech Copyright Act, particularly not to use the performance(s) in any way which would distort it or decrease its value materially.
13. The Artist warrants hereby that he/she has not granted an exclusive or non-exclusive license in respect of the same performance(s) to any third person.

**Article VIII**

**Advertising, Publicity**

1. Upon the signing of this Agreement, the Artist shall provide publicity and programme materials including, but not limited to, high‑resolution photos and photographer credits, sponsoring and production information programme notes (if applicable), vocal texts/libretti (if applicable) and reviews. The Choir reserves the right to edit at its own discretion all promotional and other materials submitted by the Artist to conform to the space available in the Choir’s recording programme brochures and to the usual standards of the Choir’s materials.
2. The Choir shall be entitled to use the Artist’s name, likeness, photographs and biography provided or approved by the Artist in connection with the advertising and promotion of the performance(s). The Artist grants the right to the Choir to use, and to license others to use, these materials for purposes including, but not limited to, printed and broadcast advertising, publicity and promotions; if consent from any third persons is necessary for such granting of right, the Artist warrants to have obtained it already. The Artist shall make every effort to be available for advance publicity including, but not limited to, interviews and shall make every effort to be available while on site.
3. In addition to any rights granted under Article VII, the Artist agrees that the performance may be recorded and used for the Choir’s archival and study purposes.
4. The Choir may authorise the taking and using of photographs of the Artist and the making and using of audio recordings or audiovisual recordings of the rehearsal(s) or the performance(s) for news or promotional footage of up to three (3) minutes transmission time. Such promotional use is without any additional payment to the Artist. Such promotion shall include, but not be limited to, press, television, radio, internet, websites and any other forms of media now known or hereafter devised.

**Article IX**

**Other Provisions**

1. Should either party to this Agreement default in its performance without being able to claim force majeure, the defaulting party shall owe the other party damages equal to (i) the amount of the fee agreed by the parties or (ii) the amount of actual losses and lost profits suffered by the other party, whichever of (i) and (ii) is higher. Force majeure shall be understood to include (but not be limited to): war, revolution, major fire, flood, epidemic, national mourning, rebellion, strike, requisition, government order and illness or injury to the Artists supported by medical certificate issued by a reputable physician.
2. The Artist shall refrain from carrying out any activities which reduce the marketability of the performance.
3. The Choir shall have the right to rescind this Agreement should it not be possible due to reasons beyond control of the Choir to realize the recording under economically reasonable conditions, e.g. when due to any binding restrictions the recording venue capacity could not be fully utilised.

**Article X**

**Assignment and Notices**

1. This Agreement is not assignable by either party without prior written consent of the other party, nor may any substitution for the Artist be made.
2. Any notices or other communications required hereunder shall be in writing.

**Article XI**

**General Terms**

1. The Artist professes that he/she shall not conclude any contract or any other obligation jeopardizing fulfilment of this Agreement.
2. Any difference, controversy, or dispute arising between the parties hereto regarding this Agreement shall be discussed in a friendly manner and settled in good faith by the parties to this Agreement as soon as possible.
3. In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement.
4. This Agreement shall be governed by, and interpreted pursuant to, the law of the Czech Republic to the exclusion of any of its conflict of laws rules. Any disputes arising between the parties out of this Agreement or in connection herewith shall by heard and determined exclusively by ordinary courts of the Czech Republic; the locally competent court shall be that for the legal seat of the Choir.
5. This Agreement may be amended or modified, in whole or in part, only by an amendment in writing signed by all parties hereto.
6. This Agreement has been made in English and the English text shall be the official text of this Agreement notwithstanding any auxiliary translations.
7. This Agreement comprises the entire understanding between the parties with respect to the rights and obligations contemplated herein and supersedes all prior understandings, written or oral, with respect thereto.

In witness whereof each party has hereunto set its hand on the day, month and year written below.

Given in Prague on \_\_\_

……………………………………… ………………………………………

Choir Artist

Drafted and verified by: \_\_\_

Approved by: \_\_\_