**Licence Agreement**

**No. SOD - 23 / 032**

**Time for Three** (band; xxxxx xxxxx - violinist, xxxxx xxxxx - violinist,

xxxxx xxxxx - double-bassist)

Represented by: Park Avenue Artists

Address: c/o Suite 1, 10 E 129th St, New York, NY 10035, USA

(hereinafter the “**Artist**”)

and

**Česká filharmonie** (Czech Philharmonic)

having its seat at Alšovo nábřeží 12, 110 01 Praha 1, Czech Republic

Id. No.: 00023264, VAT No.: CZ00023264

represented by: xxxxx xxxxx

(the “**Orchestra**”)

conclude on the day, month and year set out below the following agreement (the “**Agreement**”):

**Article I**

**Subject Matter of the Agreement**

1. The parties acknowledge that the Artist and the Czech Philharmonic (as the organiser of the **Open Air Concert 2023**) concluded a contract under which the Artist has been engaged to perform at the concert(s) set out below (the “**Engagement** **Agreement**”).
2. The parties have agreed that further to the Engagement Agreement, they wish to provide for the granting of certain rights in respect to the artistic performances set out below in paragraph 3 of this Article. The parties acknowledge that any other aspects of the Artist’s performance, including also his/her remuneration for the performance, shall remain regulated by the Engagement Agreement.
3. Pursuant to the Engagement Agreement, the Artist and the Orchestra shall together perform at the following concert(s):

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

Wednesday 21/6/2023 20:15 (live broadcast) Hradčany Square, Prague, Czech Republic

**Other Performers:** Keith Lockhart (conductor)

The following repertoire shall be performed during the performances (the “**Repertoire**”):

 **XXXXXXXXXXX**

**Article II**

**Broadcasting, Recording and Other Uses**

1. The parties acknowledge that the performance set out in Article I paragraph 3 hereof will be recorded by **Czech Television** and have agreed that the Orchestra grants the Artists the rights set out below, in addition to any other rights granted by this Agreement or by a separate agreement, in respect of this performance and any **audio visual** records of the performance 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 Orchestra hereby grants such consent, rights and licence to the Artist to:
2. broadcast and/or communicate the performance(s) and Recordings to the public by any means, (i) including but not limited to television, 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]. Broadcasting and/or communicating to the public cannot be live. However and in limitation of the foregoing:
	1. **Excluded is** the right to broadcast and to communicate the Recording by computer or similar network in the **territory of the** **Czech Republic**.
3. 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.
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. 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 Orchestra), 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.
6. The Artist 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 and/or grant them licence (or sublicence) to benefit from any such rights.
7. The Artist is not obliged to make use of the performance(s) and the Recordings. The Artist shall be entitled to use at its discretion only a part of the performance(s) or any Recordings. The Artist 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.
8. In exercising its rights under this Article, the Artist 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.
9. The Orchestra warrants hereby that it has not granted an exclusive or non-exclusive license in respect of the same performance(s) to any third person, **except for the use stipulated in paragraph 1. a) i. of this Article**.
10. The Artists will, at his/her own expense, arrange the authorisation to use the performance(s) and the Recordings under this Agreement from all other participating parties and rights holders, including but not limited to Czech Television, conductor, publishers.
11. For the purpose of using the Recording under this Agreement, the Orchestra grants the Artist its consent to state that the performance and Recording captured therein were made by the Czech Philharmonic (in English) as well as using the name ‘Czech Philharmonic’.
12. With effect from the making of the Recording, the Orchestra provides the Artist with a licence for the use of the following trademarks of the Czech Philharmonic to the extent specified below:
13. Combined trademark registered with the Industrial Property Office under file number 324820, application number 488610;
14. Visual EU trademark registered with the European Union Intellectual Property Office, application number 12713921

(hereinafter the “**Trademarks**”).

1. The Artist is entitled to use the designation in accordance with paragraph 8 of this article, as well as the Trademarks, in connection with the use of the Recording and its promotion:
2. On copies of the Recording;
3. On the cover for the Recording (whether in physical form or electronically);
4. On accompanying printed material inserted into the cover of the physical medium (i.e. a booklet);
5. In promotional materials serving to promote the Recording in printed form (in particular on posters, leaflets, banners, etc.), or in another form (media interviews, PR articles, the website of the Artist or other entities contributing to the issue of the Recording, etc.);

Up to no more than the extent appropriate to usual practice when issuing recordings of classical music, not interfering with the good name and reputation of the Orchestra and not reducing the value of the designation in accordance with paragraph 8 of this article and/or the Trademarks. Assuming compliance with the provisions of this paragraph, the authorisation in accordance with this paragraphs 8, 9 and 10 of this Article is provided as non-exclusive and unlimited in territorial and time terms, where the Artist is entitled to provide a sub-licence to a third party or parties. The Artist undertakes that an entity to which it grants a sublicence will comply with the provisions and restrictions agreed herein; if it does not do so, the Artist, in addition to such entity, is liable for damage and non-asset detriment suffered by the Orchestra.

1. As a full compensation for the grant of rights pursuant to this Article the Artist shall pay the Orchestra a fee of **EUR 3,500 excluding VAT**.

**Article III**

**Validity and Effectiveness**

This contract comes to force and effect on the day of its publication in the registry of contracts pursuant to the Act no. 340/2015 Coll. CP secures sending of the contract to the registry of contracts. The Contracting parties declares that this contract does not contain any provision which cannot be published in register of contracts. The contracting party which provides any personal data in this contract agrees with its publication in register of contracts. If the Contracting party provides any third party personal data in this contract, declares and is responsible for the fact that the third party has provide this Contracting party a consent with publication of this personal data in register of contracts except for the cases when the consent of the third party is not required by law.

**Article IV**

**Force Majeure**

In the event that the quality of the performance and recording of this contract shall be effected, hindered, prevented, interrupted, delayed or suspended by an act of God, the acts or regulations of public authorities, labour difficulties, strike, civil tumult, heavy weather, interruption or delay of transportation service, or any other similar or dissimilar cause beyond the control of Orchestra and Artist, the Artist may cancel this agreement without liability on its part and shall be relieved of any and all of its obligations hereunder.

**Article V**

**Final Provisions**

* 1. This Agreement shall be governed by the laws of the Czech Republic to the exclusion of any of its conflict of laws rules, in particular by relevant provisions of the Act No. 89/2012 Coll., the Civil Code, as amended, and Act No. 121/2000 Sb., the Copyright Act, as amended. Any disputes arising out of this Agreement or in connection with it shall by heard and determined by ordinary courts of the Czech Republic; the locally competent court shall be that for the legal seat of the Orchestra.
	2. Should any provision of this Agreement be found invalid, ineffective or unenforceable, the Parties undertake to replace such provision by a provision valid, effective and enforceable, whose purpose and meaning shall be identical, or as similar as possible, to the purpose and meaning of the invalid, ineffective or unenforceable provision.
	3. This Agreement is executed in two counterparts, of which each Party shall receive one.
	4. Any changes or supplements to this Agreement shall be carried out in writing by means of numbered amendments executed by both Parties.

Given in Prague on 21 June 2023

 ……………………………………… ………………………………………

 Orchestra Artist

Drafted and verified by: xxxxx xxxxx