


**CLASSICS
& SCREEN**

Pražský filharmonický sbor
Melantrichova 970/17b
110 00 Praha 1
Czech Republic
tel.: +420 728 453 947

Contract

between: **G. RICORDI & CO., Bühnen- und Musikverlag GmbH**
(hereinafter referred to as "the publisher")

and: **Prague Philharmonic Choir (Pražský filharmonický sbor)**
(hereinafter referred to as "the producer")

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

Honegger: Jeanne d'Arc au bûcher (Éditions Salabert, Paris)
(composer, work, publisher)

Recording February 2025, at Prague Rudolfinum. Label Animal Music/Petr Ostrouchov

in accordance with the following conditions:

1. Payment for the material use for the recording shall amount to **EUR 2700,-** as a lump sum, independent from the real duration of the recording. (Performance material supplied to Czech Philharmonic Orchestra for a concert series taking place in Prague, 10-15 February, 2025, rehearsals included).
2. The Publisher hereby grants a permission to the producer to use the hired performance material for the purpose of the sound recording of the work, to be recorded live during rehearsals and concerts (the „Recording“). The permission is hereby granted only for the production specified in this contract, for the purpose of the recording (and its postproduction) and any other possible use shall be subject to a separate permission granted by the publisher. 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. The use of parts of the production shall require a separate agreement with the publisher. The producer 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.
3. 50% 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.
4. 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. The use of the recording for online download, f.e. i-tunes is allowed, as well as the distribution via audio streaming platforms.

RICORDI


G. Ricordi & Co. Bühnen- und Musikverlag GmbH Mühlenstraße 25 10243 Berlin Germany

part of Universal Music Publishing Classics & Screen Handelsregister-Nr. HRB 153334 B Geschäftsführer/Directors: Frank Briegmann, Thomas Vidovic
Casa Ricordi srl, Milan G. Ricordi & Co. Ltd., London G. Ricordi & Co., New York Durand-Salabert-Eschig UMP Editio Musica Budapest Decca Publishing



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5. Graphic reproduction permission of any kind shall be acquired separately from the publisher.
6. 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.
7. Rights concerning mechanical duplication and distribution, broadcast, public performance and digital storage are not subject of this contract but shall be separately acquired from the appropriate mechanical rights collecting society (f.e. 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.
8. The producer shall clearly mention on the cover or in the booklet of the sound carrier the publisher of the recorded works: © **Éditions Salabert, Paris**
9. The publisher is entitled to **3 specimen copies per sound carrier without cost**. Further specimen copies may be purchased at the trade price. The specimen copies shall be sent to the publisher's hire department without specific request immediately after the release of the sound carrier.
10. All payments are to be made, directly on receipt of the invoice, in the European currency EURO free-of-charge to account number 5972377, bank identification number 70040041 for G. RICORDI & CO., Bühnen- und Musikverlag Gesellschaft mbH, at Commerzbank AG in Munich.
11. Particular agreements: -none-
12. 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.
13. 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.

Berlin, 14 March 2025

Prague,.....

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Bühnen- und Musikverlag G. RICORDI & CO.

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(Producer)

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Bühnen- und Musikverlag G. RICORDI & CO.

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(Producer)

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