



DA VINCI PUBLISHING  
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DA VINCI PUBLISHING AGREEMENT

THIS AGREEMENT, made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ (hereinafter "Author") address \_\_\_\_\_ Tel.: \_\_\_\_\_ and Osaka Mozart Association (hereinafter "Publisher"), whose address is Osakashi, Miyakojimaku, Miyakojima Minamidori, 2-1-3-1307, with respect to the following original work:

Title of Composition(s) and/or work(s):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Registered in the Copyright Society (ex: GEMA) \_\_\_\_\_ in (country) \_\_\_\_\_ hereinafter referred to as the "Composition".

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Publisher and Author agree as follows:

**ART 1. Musical Works**

The **author** hereby assigns and delivers to Publisher only the right to sell of the Composition(s) above-referenced for a period of 5 years, at the end of, if no objection is issued, if no claim is issued (point 6), the contract will be renewed mutually for other 5 years and so on.

**ART 2. Assignment of Copyright**

With the execution of this Agreement, the **author** maintains the ownership of the Composition(s).

**ART 3. Royalties**

It is agreed that Publisher shall be required to cover expenses for print, promotion and distribution. This amount of the money will be deducted on the net sum of the payment received by sold copies. The publisher renounces to all incomes, if any, from public performance. The author doesn't have to share any performances royalties with the publisher. The publisher will pay to the author:

- Ten percent (10%) on the net sum of the sold amount of the composition(s) every three months or as soon as the total amount reached at least a total of 50 Euros.
- Fifty percent (50%) on the net sum for rent materials, if exist (like choral parts, instrumental parts, etc...)

Only in case of his interest the author wish to purchase \_\_\_\_\_ copies of the composition(s)(from a min of 0 to a max of 100 copiesx) with the author discount of 35% on the cover price directly from the designated official distributor of the Publisher.

**ART 4. Author's Warranty**

The author hereby warrants, covenants and represents that the Composition is the author's original unpublished work and that no part thereof infringes upon the title, the literary or musical property or the copyright in any work or the statutory, common law or other rights (including rights of privacy and publicity) of any person, firm or corporation, nor unfairly competes with any person or entity.



## **ART 5. Infringement Actions**

(a) Any legal action brought by the Publisher against any alleged infringer of the Composition shall be initiated and prosecuted at his sole expense, and any recovery made by Publisher as a result thereof, after deduction of litigation expenses, including attorneys' fees, a sum equal to fifty percent (50%) shall be paid to the author.

(b) If a claim is presented against Publisher alleging that the Composition(s) is an infringement upon some other Composition(s) and because thereof Publisher is jeopardized, it shall thereupon serve written notice upon Author and thereafter, until the claim has been adjudicated or settled, Publisher may ask such sums as Publisher in its sole discretion deems sufficient to protect Publisher from any and all liability, including all costs and attorneys' fees. In the event of actual damage, property or image, the Publisher will ask the Author of the sum of indemnification that the lawyer appointed by the Editor will decide on the basis of the extent of the damage suffered.

## **ART 6. Name and Likeness**

Publisher shall have the right to use Author's name and biographical material concerning him, in connection with Publisher's business in general and with the use, promotion and exploitation of the Composition in particular.

## **ART 7. Publisher's Default**

Publisher shall not be deemed to be in default hereunder unless the author shall notify Publisher thereof and Publisher shall fail to remedy same within thirty (30) days thereafter, or if the alleged default is of such a nature that it cannot be remedied within such thirty-day period, Publisher shall fail to commence the remedying of such alleged default within such thirty-day period and to proceed to complete the same within a reasonable time thereafter.

## **ART 8. Notices**

All notices, hereunder shall be in writing and shall be given by personal delivery, registered or certified mail or overnight courier (such as Federal Express) prepaid, at the address shown above, or such other address or addresses as may be designated by either party. Notice shall be deemed given when mailed, except that notice of change of address shall be deemed effective only from the date of its receipt.

## **ART 9. Breach of this Agreement**

In the event any provision of this Agreement shall be illegal or unenforceable, such provision shall not affect the validity of the remaining portions and provisions hereof. The waiver by Publisher of any breach of this Agreement shall not in any way be construed as a waiver by Publisher of any subsequent breach, whether similar or not, of this Agreement by Author. This Agreement sets forth the entire understanding and agreement of the parties hereto and may not be altered, modified, canceled or terminated in any way except by written agreement of the parties hereto in writing. The headings contained in this Agreement are inserted for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

## **ART 10. Entire Agreement**

This Agreement supersedes any and all prior negotiations, understanding and agreements between the parties with respect to the subject matter hereof. Each of the parties acknowledges and agrees that neither party has made any representations or promises in connection with this Agreement of the subject matter hereof which are not contained herein.

AUTHOR

PUBLISHER (OMK-DAVINCI President)