

CONTRACT OF DISTRIBUTION AND MUSICAL PUBLISHING
FOR NEW WORKS SUBJECT TO COPYRIGHT

This contract is between Da Vinci Publishing and _____
resident in _____

VAT number / Tax code _____ Ph.: _____

(henceforth Composer). It has at its object the publication of one or more musical works through the official publishing section called Da Vinci Edition (henceforth Publisher). The work(s) is/are:
Title(s) of the work(s):

- _____
- _____
- _____
- _____
- _____

(henceforth Work/Volume)

ART.1 SELLING RIGHTS

The Composer transfers to the Publisher the selling and exploitation rights of the Work printed in the Volume. By the present contract, the Publisher acquires from that moment the economic use rights, concerning the selling of the Volume worldwide, for the entire duration established by Law. If either or both party wills to interrupt the agreement, a communication shall be given and justified through e-mail or registered letter at least 3 [three] months prior to expiration.

ART.2 ALLOCATION OF COPYRIGHT

Publishing copyright will be managed exclusively, and on behalf of Da Vinci Publishing, by the Company Neuma Edizioni SAS; for the entire duration established by law, this will manage the aforementioned right by virtue of a separate contract which will have to be signed jointly with the present one. Neuma SAS will be in charge of the deposit, of the management and promotion of the publishing catalogue with the purpose of making it available to the media, and will work by virtue of a direct contract with the Composer.

ART.3 DURATION OF THE ASSIGNMENT OF THE WORK'S ECONOMIC USE

The Work's publishing rights are assigned by the Composer to Neuma Edizioni SAS for the entire period of copyright as established by current Law. Neuma Edizioni SAS will manage them on behalf of Da Vinci exclusively, and for the entire duration established by law.

ART.4a DUTIES OF THE PUBLISHER

By the present agreement, the Publisher engages itself to:

- A. Pay to the Composer the 10% (fifteen percent) of every net sum resulting from the score's sale.
- B. Pay to the Composer the 30% (thirty percent) of every net sum resulting from the renting out of the Volume's separate parts, in case they exist.
- C. Establish, at its discretion, the graphics and the sale price.
- D. Deliver all produced copies of the Volume to the established supplier.
- E. Pay for all distribution costs, and for possible reprints.
- F. To distribute the scores through its partners (currently Hal Leonard Europe)
- G. Attribute a univocal ISMN code to the score.

ART. 5 DUTIES OF THE COMPOSER

The Composer engages him/herself to:

- A. Send the Work in PDF format, once it will have been approved by the Artistic Direction, and following the specifications provided by the Direction¹. Should it be impossible to provide the Work in the required form, the Composer will be allowed to use (upon a separate agreement) a copyist provided for by the Publisher; the Copyist will provide to check the graphics and to copy the Work if needed.
- B. To purchase from the Publisher _____ copies for personal use (compulsory minimum number: 15 copies), at the cost of printing and production. This cost will be estimated on the basis of the quantity requested and confirmed by the Composer
- C. To deposit (should this have not been done by the date of the present contract) the Work by the competent Copyright Companies, following the contract with Neuma Edizioni SAS which will have to be signed jointly with the present agreement. Failure to deposit the Work, or failure to create an agreement with the aforementioned Company will result in the impossibility of publishing the Work.

¹ Should special graphic signs be present, the possibility of photographically reproducing the handwritten version will be considered.

ART.6 COMPOSER'S PLEDGE

The Composer pledges that the Work is unpublished and/or free from publication obligations with other Publishing houses or licenses, both as concerns the music and the lyrics or literary text if present. In case one or more of the points above does not correspond to truth, the present contract will be declared as null and void, and the Publisher will be subject to no legal suits from those who own the rights. The Publisher will however be able to recoup its possible losses with the Composer, in case the Composer's false declarations have brought a damage to the Publisher's image. In that case, the Composer will be liable to pay a sum corresponding to the damage.

ART.7 ACCOUNTING AND DIVISION OF THE PROFITS

The accounting report will be available for consultation exclusively under request to the Publisher once a year. In case profits deriving from the score's sale and/or from the renting out of the separate parts (see ART. 4-A, B) will be equal to or higher than 50 Euros, the Publisher engages itself to correspond the sums to those having right to them within 40 days from the presentation of the online accounting report, following request and upon presentation of invoice.

ART.8 VIOLATIONS

Every violation of the present contract will cause its automatic annulment.

All claims towards the Publisher can be presented in a written form or by email.

The Publisher will have up to 90 days after that presentation for resolving or settling that claim. After that period, in case no solution has been found, the present contract will be automatically dissolved, and all of the Works' rights will immediately return to the Composer.

The Composer and/or the Publisher have the right to dissolve the present contract for justified reasons, which must be expressed to the Publisher in a written form. The Publisher and/or the Composer will have the right to provide to the problem's solution within 90 days; in case this proves impossible, the contract will be immediately terminated.

ART.9 USE OF THE NAME

Da Vinci Publishing has the right to use the Composer's name, biography and the Work's title only for promotional purposes.

ART.10 CHANGES TO THE PRESENT CONTRACT

This contract can be modified only in written form

ART.11 READING CONFIRMATION

The Composer certifies that s/he has read the present contract and accepts entirely the above-mentioned articles and clauses.

ART.12 JURISDICTION

The jurisdiction pertains to the Court of Osaka. All possible controversies connected with this contract will be ruled through the appointment of lawyers chosen by the parties.

In order to testify to all the above, the parties add their signature below, as proof of their intention to comply to the present contract on the day ____/____/____

COMPOSER

DA VINCI PUBLISHING


The present translation is a courtesy translation of the original Italian contract. For all controversies, the binding text is only and exclusively the Italian text.