

**MUSIC PUBLISHING, PRINTING, DISTRIBUTION
AND PROMOTION AGREEMENT
FOR COPYRIGHT-PROTECTED MUSICAL COMPOSITIONS**

This Agreement is entered into between Da Vinci Publishing and _____,
residing at _____

VAT No./Tax ID _____ Tel.: _____

(hereinafter referred to as the “Author”) and concerns the publishing and, where applicable, the publication of one or more musical works through the official publishing division known as Da Vinci Edition:

Title(s) of the Composition(s):

- _____
- _____
- _____
- _____
- _____
- _____

(hereinafter referred to individually or collectively as the “Composition/Volume”)

ART. 1 SALES RIGHTS AND PUBLISHING EXPLOITATION

The Author grants Da Vinci Publishing, on an exclusive basis, the rights necessary for the publication, reproduction, distribution and commercial exploitation of the Composition/Volume as a music publication, throughout the world and for the term of this Agreement.

Within the scope of Da Vinci Publishing’s publishing activities, such rights include:

- A. the publication, reproduction, printing, distribution and sale of the score and any related musical materials;
- B. the distribution and commercial exploitation of the music publication in digital form and/or through electronic platforms;
- C. the rental of any separate parts or other musical materials intended for performance;
- D. the right to submit the Composition for possible audiovisual uses or synchronisation opportunities.
Any actual synchronisation use shall be subject to a specific licence or separate agreement setting out the relevant financial and usage terms.

Unless otherwise agreed in writing between the Parties, this Agreement does not include the rights to arrange, rework, adapt or translate the Composition, nor any forms of publishing exploitation that do not fall within the activities expressly listed above.

As a general rule, Da Vinci Publishing shall publish the Composition as a score or other written musical material. Where, due to the nature of the Composition or its performance practice, publication as a score or other written musical material is not required, the Parties may agree that Da Vinci Publishing shall retain its role as publisher and the corresponding administration of rights without any obligation to produce a printed edition.

ART. 2 COPYRIGHT AND PUBLISHING ADMINISTRATION

The publishing rights relating to the Composition shall be administered exclusively by Da Vinci Publishing, which may carry out, either directly or through collecting societies, publishing administrators, sub-publishers or other appointed professional entities, the filing, registration and administration of its publishing share.

Within the scope of this Agreement, the Author grants Da Vinci Publishing the publishing share of the economic rights arising from the Composition in accordance with the allocation indicated below:

AUTHOR: _____ / 24 **DA VINCI PUBLISHING:** _____ / 24

(Standard structure: 12/24 to the Author and 12/24 to Da Vinci Publishing, unless a different allocation is agreed and indicated by the Parties.)

The allocation above concerns the author's and publisher's shares registered in connection with the Composition. Any shares relating to mechanical reproduction rights or other categories of rights administered through collecting societies shall be determined by the Parties on a case-by-case basis and indicated in accordance with the requirements of the organisation entrusted with their administration.

MECHANICAL RIGHTS ALLOCATION (where applicable): **AUTHOR:** _____ %

DA VINCI PUBLISHING: _____ %

Da Vinci Publishing may entrust the administration and registration of its publishing rights to third parties without affecting the contractual relationship with the Author. The Author undertakes to provide and, where necessary, sign any documentation reasonably required for the proper registration and administration of the Composition.

Any sums due directly to the Author and collected by the relevant collecting societies or similar organisations shall be paid directly to the Author in accordance with the procedures and schedules established by such entities. Da Vinci Publishing shall not be liable for delays, omissions or errors attributable to such organisations or to third parties appointed to administer the rights.

Da Vinci Publishing may also, directly or through third parties, promote and administer its publishing catalogue, including submitting the Composition for possible synchronisation opportunities, without prejudice to the provisions of Art. 1(D).

ART. 3 TERM OF THE GRANT OF ECONOMIC RIGHTS IN THE WORK

The publishing rights in the Composition are granted by the Author to Da Vinci Publishing for the entire period of protection provided by the applicable law, subject to early termination of the relationship in accordance with Art. 9 of this Agreement.

ART. 4 OBLIGATIONS OF DA VINCI PUBLISHING

Under this Agreement, Da Vinci Publishing undertakes:

- A. To pay the Author 10% (ten per cent) of each net amount actually received from sales of the Volume. For the purposes of this Agreement, "net amount actually received" means the amount effectively credited or paid to Da Vinci Publishing by the distributor, net of the applicable commercial terms, any printing or production costs withheld directly by the distributor/printer, commissions, returns and any applicable indirect taxes.

- B. To pay the Author 30% (thirty per cent) of each net amount actually received from the rental of any separate parts of the Volume, where applicable.
- C. To determine, at its editorial and commercial discretion, the design, format and retail price.
- D. To deliver the Volume, in the quantities produced for the ordinary commercial market, to the appointed distribution network.
- E. To bear the distribution costs and the costs of any reprints intended for the ordinary commercial market.
- F. To distribute the scores through its commercial partners. As of the date of execution of this Agreement, the printing and international distribution of Da Vinci Publishing editions are entrusted to Hal Leonard Europe, subject to any subsequent changes to the distribution and/or production network decided by Da Vinci Publishing.
- G. To assign the Volume a unique ISMN code, where applicable.

ART. 5 OBLIGATIONS OF THE COMPOSER

The Composer undertakes:

- A. Once the Composition has been approved by the Artistic Direction, to provide the material in PDF format in accordance with the graphic and technical specifications indicated by Da Vinci Publishing. Where graphic signs or particular notational features are present, a facsimile reproduction of the manuscript version may also be considered by mutual agreement. If the Author is unable to provide the material in accordance with such standards, the Author may, subject to a separate agreement, make use of a copyist or other professional made available or indicated by Da Vinci Publishing, who shall handle the layout and any necessary graphic revision. Once the score has been received and the layout completed, including the cover and print materials, any further amendment requested by the Author shall be assessed on a case-by-case basis. Any revisions, corrections or reopening of files required as a result of oversights, errors or changes not attributable to Da Vinci Publishing shall be subject to an additional fee, including the cost of reopening the files, the working time required and any further technical or graphic intervention. Where the materials supplied by the Author include introductory texts, notes, critical apparatus or other content requiring a full translation, substantial editing or particularly complex editorial work by Da Vinci Publishing or appointed professionals, Da Vinci Publishing reserves the right to assess the related cost separately. Any such cost shall be communicated to the Author in advance and applied only upon agreement between the Parties. Da Vinci Publishing may, at its discretion and on a case-by-case basis, decide whether to bear such cost directly, recover it from sales proceeds, or charge it separately to the Author.
- B. To purchase from Da Vinci Publishing _____ private copies (minimum compulsory order: 15 copies) at the applicable printing and production cost. Such cost shall be communicated to Da Vinci Publishing by the appointed distributor and/or printer for the quantity requested. The cost shall be deemed accepted by the Composer and shall not be subject to negotiation with Da Vinci Publishing, as it is determined on the basis of the publication and production costs applicable at the time of the order.

ART. 6 PROMOTION

With a view to enhancing the value of the published repertoire and encouraging its circulation among the public, industry professionals and potential purchasers, Da Vinci Publishing makes available to the Composer a range of optional promotional services, available on request and subject to specific terms and conditions. These services are intended to increase the visibility and circulation of the works through

professional and targeted channels, in particular within the field of printed music publishing. The Composer may choose whether to use such services according to their artistic and promotional needs, selecting the options considered most appropriate from those offered.

□ **YouTube promotion using material supplied by the Composer**

The Composer may submit a video featuring a performance of the work. If the material is deemed suitable by the Artistic Direction, both in terms of editing quality and artistic performance, it may be published on the publishing house's official YouTube channel and promoted through the platform's advertising services, with specific targeting in the principal European countries.

The fee for this service is EUR 200.

□ **Professional production at DV Studios**

The Composer may request a professional recording of the work at DV Studios, Da Vinci Publishing's reference studio, in collaboration with one or more performers. This service may consist of an audio-video recording of the work or a high-definition audio recording.

The performance may be entrusted to performers selected by Da Vinci Publishing or, upon the Composer's proposal, to external performers. In the latter case, Da Vinci Publishing reserves the right to listen to and make a final artistic assessment of the material before any publication through its official channels.

In the case of an audio-video recording, the approved video may be published on Da Vinci Publishing's official YouTube channel, subject to the editorial policy and publication schedule. In the case of an audio-only recording, the work may be published on the official YouTube channel in audiovisual form, but shall under no circumstances be released through the official Da Vinci Classics record label unless otherwise agreed separately.

All costs and terms of the service shall be governed by a separate agreement and may vary according to the duration of the work, the number of performers involved and the type of recording requested.

□ **Audio simulation using professional sample libraries**

A high-definition audio simulation of the work may be requested using professional-quality virtual instrument libraries, prepared by the sound engineer appointed by Da Vinci Publishing. The resulting audio file may be used for personal or promotional purposes or, subject to mutual consent, as the basis for the YouTube promotion described above. This service shall likewise be subject to a separate agreement and quotation.

ART. 7 COMPOSER'S WARRANTIES

The Composer represents and warrants that they are the author and lawful owner of the rights in the Composition covered by this Agreement and that the Composition, in both its musical content and any accompanying literary content, is original and free from publishing restrictions or prior grants incompatible with the rights granted to Da Vinci Publishing.

The Composer further warrants that the Composition does not infringe copyright, personality rights or any other rights of third parties and undertakes to disclose in advance the existence of any co-authors, lyricists, other rights holders, pre-existing materials or other elements requiring authorisation.

If any of the above representations proves to be false, inaccurate or incomplete, the Composer shall be liable for the consequences directly arising from such breach and, to the extent permitted by the applicable law, shall indemnify and hold Da Vinci Publishing harmless from claims, demands or actions brought by

third parties arising from the absence of the rights or authorisations represented, and shall reimburse the costs and damages directly resulting from the breach.

ART. 8 ACCOUNTING AND ALLOCATION OF AMOUNTS

Statements relating to amounts accrued from sales of the score and/or rental of separate parts are not issued automatically and must be requested in writing by the Author from April of each year onwards, with reference to amounts accounted for up to 31 December of the preceding year.

Where the statement shows an aggregate amount due to the Author of EUR 50 or more, Da Vinci Publishing shall make payment within 40 days of issuing the statement, subject to receipt of any tax information or documentation that may be required. Where the accrued amount is less than EUR 50, it shall remain credited to the Author and be carried forward to subsequent periods until the threshold is reached or the contractual relationship ends.

Da Vinci Publishing is entitled solely to administer and distribute amounts actually received by it in connection with the activities governed by this Agreement. All other rights and proceeds paid directly to the relevant rights holders by collecting societies or similar organisations shall be governed by the schedules and procedures established by such entities. Da Vinci Publishing shall in no event be liable for delays, omissions or errors attributable to such organisations.

ART. 9 BREACHES, DISPUTES AND TERMINATION

If either Party considers that the other has materially breached an obligation arising under this Agreement, it shall notify the other Party in writing, including by e-mail, describing the nature of the alleged breach with sufficient specificity.

The Party receiving the notice shall have up to 90 days from receipt to remedy the breach, clarify its position or propose a solution. If the matter has not been resolved by the end of that period, the non-breaching Party may terminate this Agreement by written notice.

The right to terminate immediately shall remain available where the breach is objectively incapable of remedy, where material representations concerning ownership of rights prove to be false, or where continuation of the relationship would create a concrete risk of infringing third-party rights.

The Composer and Da Vinci Publishing may also request early termination of the relationship for substantiated reasons, to be communicated in writing. Except in the cases of immediate termination described above, the Parties undertake to seek in good faith an agreed solution before final termination. Upon termination, the publishing rights shall revert to the Author, without prejudice to uses, licences, orders and obligations validly entered into before the effective date of termination.

ART. 10 USE OF NAME

Da Vinci Publishing may use the Composer's name and/or professional name, biography, the title of the Composition, photographs and other professional materials supplied or approved by the Author solely for purposes connected with the publication, distribution, cataloguing and promotion of the Composition and the related publishing activity.

ART. 11 AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended only in writing. For these purposes, communications and amendments agreed by e-mail or by another traceable means of communication shall also be valid, provided that they are expressly and unequivocally approved by both Parties. Such amendments shall form an integral part of this Agreement and shall automatically update its terms, without the need to execute a new contractual document.

ART. 12 ACKNOWLEDGEMENT, APPLICABLE LAW AND DISPUTES

The Composer confirms that they have read this Agreement and accept in full the articles and provisions set out herein.

The Parties undertake to seek in good faith an amicable resolution of any dispute arising out of or in connection with this Agreement before resorting to judicial proceedings.

If an amicable resolution cannot be reached, disputes shall be submitted to the jurisdiction of the courts of Osaka, Japan, subject to any mandatory provisions assigning jurisdiction to another authority or forum. Where mandatory provisions applicable to the Author or to the particular dispute require a different procedure, the Parties shall act in good faith to identify a legally valid solution ensuring equal treatment and legal certainty.

IN WITNESS WHEREOF, the Parties sign below as evidence of their intention to be bound by this Agreement on ____/____/____

AUTHOR

DA VINCI PUBLISHING
