DA VINCI PUBLISHING
〒534-0023
Osaka-Shi, Miyakojima-ku, Miyakojimaminamidori, 2-1-3-1307
Tel: +81 (0)80-8325-7780
Email: info@davinci-edition.com
Site: https://davinci-edition.com/

MUSIC PUBLISHING, PRINTING, DISTRIBUTION AND PROMOTION AGREEMENT FOR PUBLIC-DOMAIN WORKS AND ORIGINAL EDITORIAL CONTRIBUTIONS

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

residing at _____

Tax/VAT ID _____ Tel.: _____

(hereinafter the "Editor") and concerns the publication, through the official Da Vinci Edition imprint, of one or more musical works whose underlying compositions are no longer protected by copyright, in the specific editorial version, revision, transcription, arrangement, reconstruction or other treatment prepared by the Editor.

Original composer: _____

Title of the original work: _____

Title of the edition / Volume: _____

Nature of the Editor's contribution (tick or specify):

□ Edition / revision □ Transcription □ Arrangement □ Reconstruction □ Other: _____

Any original text, critical apparatus or other contribution: _____

(hereinafter individually or collectively the "Edition/Volume"; the underlying historical composition is referred to as the "Underlying Work")

ART. 1 SALES AND PUBLISHING EXPLOITATION RIGHTS

The Editor grants Da Vinci Publishing, on an exclusive basis, the rights necessary to publish, reproduce, distribute and commercialise the Edition/Volume prepared from the Underlying Work, throughout the world and for the term provided by this Agreement. This Agreement does not grant Da Vinci Publishing exclusive rights in the Underlying Work as such where it is in the public domain; it applies only to the Editor's contributions, materials and specific editorial realisation to the extent that they are capable of protection under the applicable law.

Such rights include, within the scope of Da Vinci Publishing's publishing activities:

A. publication, reproduction, printing, distribution and sale of the Edition/Volume and any related musical materials;

B. distribution and commercialisation of the Edition/Volume in digital form or through electronic platforms;

C. rental of any separate parts or other performance materials;

D. the right to submit the specific Edition/Volume, and any original contributions contained in it, for possible audiovisual uses or synchronisation. Any actual synchronisation use shall be subject to a separate licence or agreement setting out the applicable financial and usage terms.

Unless separately agreed in writing by the Parties, this Agreement does not include the right to create further arrangements, adaptations, reworkings or translations of the Underlying Work or of the Edition/Volume beyond the specific contribution covered by this Agreement.

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As a general rule, Da Vinci Publishing will publish the Edition/Volume as a score or other written musical material. Where, because of the nature of the Edition or its performance practice, publication as a score or other written musical material is not required, the Parties may agree that Da Vinci Publishing will retain its role as publisher and administer any rights in the original contribution without being obliged to produce a printed edition.

ART. 2 COPYRIGHT AND PUBLISHING ADMINISTRATION

The Underlying Work may be in the public domain. The publishing rights and any economic rights governed by this Agreement relate exclusively to the Editor's original contribution, including, where applicable and to the extent permitted by law, the specific edition, revision, transcription, arrangement, reconstruction, realisation, editorial apparatus, introductory text or other original material incorporated into the Edition/Volume.

Where such contributions are capable of protection and registration is requested by the Editor or considered appropriate by Da Vinci Publishing, the Parties may agree to register or deposit them with collecting societies, publishing administrators or other competent bodies. Registration is not automatic and will take place only where considered appropriate in light of the nature of the contribution and the purposes of protecting and administering the Edition/Volume.

Where a registration is made, any writer/editor and publisher shares shall be agreed between the Parties and entered as follows (If the Work and/or the Edition does not fall under these categories, mark the relevant box with an "X"):

EDITOR: _____ / 24 DA VINCI PUBLISHING: _____ / 24

(Where applicable, standard structure: 12/24 to the Editor and 12/24 to Da Vinci Publishing, unless the Parties agree and record a different allocation.)

Any shares relating to mechanical reproduction rights or other categories of rights administered through collecting societies shall be agreed by the Parties on a case-by-case basis and recorded in the manner required by the relevant administering body.

MECHANICAL RIGHTS ALLOCATION (where applicable):

EDITOR: _____ %

DA VINCI PUBLISHING: _____ %

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

Amounts due directly to the Editor and collected by collecting societies or analogous organisations shall be paid directly to the Editor in accordance with the procedures and timetables of those organisations. 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 promote and administer its publishing catalogue directly or through third parties, including by submitting the Edition/Volume for potential synchronisation uses, subject to Art. 1(D).

ART. 3 TERM OF THE GRANT OF RIGHTS IN THE EDITION

Any economic rights in the Editor's original and protectable contributions are granted to Da Vinci Publishing for the full term of protection provided by the applicable law, subject to earlier termination in accordance with Art. 9 of this Agreement. For materials or contributions that are not independently

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protectable, the publishing and distribution relationship shall remain in force until this Agreement is terminated under the same provisions.

ART. 4 OBLIGATIONS OF DA VINCI PUBLISHING

Under this Agreement, Da Vinci Publishing undertakes:

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

B. To pay the Editor 30% (thirty per cent) of each net amount actually received from 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 copies produced for the ordinary commercial market, to the designated distributor.

E. To bear the distribution costs and the cost of any reprints intended for the ordinary commercial market.

F. To distribute scores through its commercial partners. At the date of execution of this Agreement, 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 a unique ISMN to the Volume, where applicable.

ART. 5 OBLIGATIONS OF THE EDITOR

The Editor undertakes:

A. Once the Edition/Volume has been approved by the Artistic Direction, to supply the material in PDF format in accordance with the graphic and technical specifications provided by Da Vinci Publishing. Where graphic signs or particular notational characteristics are present, the Parties may also agree to use an anastatic or facsimile reproduction of an original or other lawfully usable source. If the Editor is unable to supply the material to the required standard, they may, under a separate agreement, use a copyist or other professional made available or designated by Da Vinci Publishing to undertake typesetting and any graphic revision. Once the score has been received and the layout, cover and print materials have been completed, any further amendment requested by the Editor will be assessed on a case-by-case basis. Revisions, corrections or reopening of files resulting from oversights, errors or changes not attributable to Da Vinci Publishing shall incur an additional charge covering the reopening of files, the time required and any further technical or graphic work. Where materials supplied by the Editor include introductory texts, notes, apparatus or other content requiring full translation, substantial rewriting or particularly complex editorial work by Da Vinci Publishing or appointed professionals, Da Vinci Publishing reserves the right to assess such costs separately. Any such cost shall be communicated to the Editor in advance and applied only with the agreement of the Parties. Da Vinci Publishing may, at its discretion and on a case-by-case basis, choose to absorb the cost, recover it from sales proceeds or charge it separately to the Editor.

B. To take _____ private copies from Da Vinci Publishing (minimum suggested: 15 copies) at the 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 Editor and shall not be subject to negotiation with Da Vinci Publishing, as it is determined by the publication and production costs applicable at the time of the order.

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ART. 6 PROMOTION

In order to enhance the visibility of the published repertoire and promote its circulation among the public, industry professionals and potential purchasers, Da Vinci Publishing makes available to the Editor a range of optional promotional services, activated upon request and subject to specific conditions. These services are intended to increase the visibility and circulation of the editions through professional and targeted channels, particularly in the field of printed music publishing. The Editor may choose whether to use them according to their artistic and promotional needs, selecting the options considered most appropriate.

□ YouTube promotion using material supplied by the Editor

The Editor may submit a video featuring a performance of the Edition/Volume. If the material is considered suitable by the Artistic Direction, both in terms of production quality and performance, it may be published on the publisher's official YouTube channel and promoted through the platform's advertising services with specific targeting in the principal European markets.

The fee for this service is EUR 200.

□ Professional production at DV Studios

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

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

Where an audio-video recording is produced, the approved video may be published on the official Da Vinci Publishing YouTube channel, subject to the publisher's editorial policy and publication schedule. In the case of audio-only recording, the work may be published on the official YouTube channel in audiovisual form, but shall not be released through the official Da Vinci Classics record label unless separately agreed.

All fees and conditions for this 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 required.

□ Sound simulation using professional sample libraries

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

ART. 7 EDITOR'S WARRANTIES

The Editor represents and warrants that, to the extent reasonably verifiable, the Underlying Work used as the basis of the Edition/Volume is in the public domain in the territories relevant to publication, or that the Editor has obtained the permissions necessary to use any material that remains protected. The Editor further represents that they are the author or lawful owner of the rights in the original contributions made by them to the Edition/Volume.

The Editor warrants that their edition, revision, transcription, arrangement, reconstruction, editorial apparatus, text or other original contribution does not infringe copyright, publishing rights, personality rights or any other rights of third parties, and undertakes to disclose in advance the existence of any co-authors, co-editors, pre-existing materials, sources not in the public domain or other elements requiring permission.

If any of the above representations proves to be false, inaccurate or incomplete, the Editor shall be liable for the consequences directly arising from the breach and, to the extent permitted by applicable law, shall

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indemnify and hold Da Vinci Publishing harmless against claims, demands or actions by third parties arising from the absence of the rights or permissions 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 Editor from April of each year in respect of amounts accounted for up to 31 December of the preceding year.

Where the statement shows an aggregate amount due to the Editor of EUR 50 or more, Da Vinci Publishing shall make payment within 40 days of issuing the statement, subject to receipt of any required tax information or documentation. Where the amount accrued is below EUR 50, it shall remain credited to the Editor and be carried forward 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. Any other rights and proceeds paid directly to rightsholders by collecting societies or analogous organisations shall be governed by the procedures and timetables of those bodies. Da Vinci Publishing shall not 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 complaint with sufficient precision.

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-defaulting Party may terminate the 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 or lawful use of the rights or materials covered by the Agreement prove to be false, or where continuation of the relationship would create a concrete risk of infringement of third-party rights.

The Editor and Da Vinci Publishing may also request early termination of the relationship for substantiated reasons, to be communicated in writing. Except in cases of immediate termination referred to above, the Parties undertake to seek in good faith an agreed solution before final termination. Upon termination, the rights in the Editor’s original contributions shall revert to the Editor, subject to any uses, licences, orders and obligations validly entered into before the date of termination. Termination shall have no effect on the public-domain status of the Underlying Work.

ART. 10 USE OF NAME

Da Vinci Publishing may use the Editor’s name and/or professional name, biography, the title of the Underlying Work and of the Edition/Volume, photographs and other professional materials supplied or approved by the Editor solely for purposes connected with publication, distribution, cataloguing and promotion of the Edition/Volume 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 both

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Parties give their express and unequivocal approval. 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 Editor 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 Editor or to the particular dispute require a different procedure, the Parties shall cooperate in good faith to identify a legally valid solution that ensures equal treatment and legal certainty.

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

EDITOR	**DA VINCI PUBLISHING**
_____	_____