

č. HC 33-11/2016

L I C E N S I N G C O N T R A C T

This licensing contract is to be agreed

between

**Hudobné centrum
Michalská 10
SK-81536 Bratislava 1
Slovakia**

represented by Igor Valentovič, director

(hereinafter called the 'licensee')

and

**Bärenreiter-Verlag Karl Vötterle GmbH & Co. KG,
Heinrich-Schütz-Allee 35-37, D-34131 Kassel**

(hereinafter called the 'licensor')

and relates to

**Diether de la Motte: Kontrapunkt
(BVK 1983)**

(hereinafter called the 'original edition')

The rights and responsibilities of the following

translation licensing contract

are also valid for the legal successors of the parties to the contract. The contract has been drawn up as three identical copies signed by the parties involved; two copies are for the licensee and one copy is for the licensor.

Section 1

Subject of the Contract

The subject of the contract is the German language original edition of the work, first printed in 1981.

Section 2

Grant of Rights

- 1) The licensor, as the sole owner of the rights to the original edition, will transfer, also in the name of the copyright holder, to the licensee the exclusive rights to translate the original edition into the Slovakian language and to reproduce and distribute the licensed edition within the stated time period under section 9 of this contract.
- 2) The contracted area of the Slovakian version is worldwide.
- 3) The licensee is allowed to arrange pre-printing, reprint and radio broadcasting of excerpts from the licensed edition within the contracted area.
- 4) Within the framework of the translation, the licensee is most definitely not entitled to undertake changes in the underlying original character of the licensed edition or alter or shorten the terms and expressions found within.
He is permitted and is obliged, at his expense, taking all due care and attention, to strive to produce the version within the requirements and he must leave the originality of the original edition unaffected.
- 5) The translation is to be undertaken at the expense of the licensee.
- 6) The licensor shall assure that the original edition does not infringe the rights of third parties or the law and that he is authorised to transfer the rights laid down in this contract. Should claims arise from third parties due to the usage of rights within the contract, the licensor exempts the licensee from liability for all such claims.
- 7) The licensee may only further transfer the rights granted to him to third parties with the written permission of the licensor.
- 8) Rights other than those detailed in this contract are not transferred to the licensee.
- 9) The licensee is obliged to act independently and at his expense against infringements of the rights granted to him. The authority of the licensor to also act against such infringements remains unaffected.

Section 3

Rights to the Licensed Subject

All copyrights or other rights which may prove necessary during the translation shall be granted to the licensee. He is obliged to exploit these rights only with exclusive agreement of the licensor. With the expiry of the licence, the licensor is entitled, though not obliged, to purchase all possible rights specified in sentence 1 at 30% of the licensee's expense.

Section 4

Principal Duty of the Licensee

- 1) The licensee is obliged to employ all rights granted to him.
- 2) The first print-run of the licensed edition will be published not later than 31 December 2018.

Section 5

Manner of Publishing

- 1) The licensee shall determine the number of copies published and the retail price of the licensed edition. The licensor must be informed immediately of the actual number of copies published and the relevant retail price. Minimum print-run for the first edition: 1.000 copies.
- 2) Presentation of the licensed edition must be determined by the licensee with adequate consideration to the type and character of the work.
- 3) The title of the original edition and the copyright note on the imprint page of the licensed edition shall be shown as follows:

Original edition:

Kontrapunkt (BVK 1983)
by Diether de La Motte

© 1981 Bärenreiter-Verlag Karl Vötterle GmbH & Co. KG (9th printing 2014)
Licensed edition with permission from Bärenreiter-Verlag
Kassel-Basel-London-New York-Praha
www.baerenreiter.com

- 4) The licensee shall ensure that the best possible advertising is obtained and that the licensed edition is reviewed in suitable press. He shall submit a copy of in-depth reviews to the licensor.

Section 6

Copies for the Licensor

When the first print-run of the licensed edition is published, the licensor shall receive five (5) voucher copies and three (3) complementary copies of all further print-runs. The licensor can obtain further copies of the licensed edition with a 30% discount on the retail price.

Section 7

Payment of Licence

- 1) For acquiring the rights according to section 2, paragraph 1, the licensee shall pay the licensor, for each copy produced, a licence fee of:

8 % (eight percent)

of the retail price of the licensed edition, regardless of discounts and other price reductions. No license fee shall be paid on copies distributed for press, publicity and promotional purposes.

2) The licensee shall make a non-refundable advance-payment of:

€ 600,-- (Euro six hundred)

at the conclusion of this contract. This guaranteed fee shall be credited against the license fee and may be credited against any financial claims of the licensor against the licensee in this contractual relationship.

3) Gross receipts from exploitation of the rights according to section 2, paragraph 3 of this contract shall be shared equally between the two parties.

4) The licence fee for the whole print-run is due for payment when each print-run of the work is published. A sales statement together with the current number of copies in stock shall be made by the licensee within six weeks of the end of a calendar year.

5) Immediately after each print-run is published, the licensee shall inform the licensor of the number and price of the copies of each print-run. He shall also submit immediately a specific statement showing separately taxes paid to the relevant financial authorities and shall remit the licence fee due for payment. In the case of further print-runs, the licence fee shall be paid according to the above conditions on publishing the print-run.

6) A statement shall be made by the licensee within six weeks of the end of each calendar year, on the 31st of December for the remaining receipts according to section 2, paragraph 3 of this contract. The corresponding sum is due for payment within 3 months from this date.

7) The licensor shall abstain from inspecting the books, but can require the licensee to substantiate his statement with a certificate from an independent, officially recognised auditor. Cost of the certificate shall be borne by the licensor if the licensee's statement is confirmed, otherwise costs shall be borne by the licensee.

8) The licensee is solely responsible for compliance with foreign exchange regulations of his country.

9) The licence fee shall be paid into the licensor's account as follows:

10) It is within the power of the licensor to accept the incoming sums, trustworthily credit the amount for the copyright holder from this contract and to forward on the sum to him as outside money.

Section 8

Sale of Remainders / Clearance Sale

Should, after the licensee's dutiful discretion, a named sales amount of the licensed edition no longer be attainable, it is within his power to partly or wholly pulp the remaining copies of the print-run, or, on the written consent of the licensor, sell off the remaining copies at a reduced price. Copies sold below cost price shall not be subject to licence fee. On copies sold above cost the licensee shall pay the licensor 10 % of the net proceeds.

Section 9

Expiry of the Licence

- 1) Signing the contract shall indicate the start of its period of validity which is limited to a period of seven years. It shall end on 31 December 2023.
- 2) The contractual relationship shall be lengthened by one year at a time, provided that one of the contractual partners has not resigned the contract in writing (by registered letter) six months before the expiry date.
- 3) The licensor has the right to extraordinarily terminate the contract with a period of notice of two months, if and as soon as:
 - a) the licensor employs his right to resign according to section 2, paragraph 4;
 - b) the licensed edition is not published for whatever reasons by 31 December 2018;
 - c) the licensed edition is out of print and the licensee fails to organise a new print-run within 18 months of unavailability of the licensed edition;
 - d) the licensee instructs the licensor of unavailability of the licensed edition, the licensor then gives immediate written instructions to organise a new print-run and that then the licensee does not comply with these instructions within six months;
 - e) the licensee, after declaring that the licensed edition is out of print, is no longer willing to arrange a new print-run of the work;
 - f) The licensee is in default of more than two months with his statement or payment;
 - g) the licensee falls into liquidation, or his assets are subject to seizure by the authorities;
 - h) the licensee injures the provisions made in this contract and continues to do so regardless of written cautions by the licensor.
- 4) The right to termination without notice for whatever reason is for both parties unaffected.
- 5) Application of the above mentioned rights does not hinder the enforcement of more extensive rights.
- 6) Licence payments already received shall not be refunded.
- 7) Ending the contract for whatever reason signals the end of the right of the licensee to reproduce the licensed edition and/or distribute and/or grant rights to third parties according to section 2, paragraph 3. It is in his power, however, to clear sales of any remaining copies within a period of six months after the expiry of the licence. Should a remainder still exist after this time period, special consent should be obtained to pulp the above mentioned remainder or to lift the retail price.

Section 10 Obligation to Inform

The contractual partners shall inform each other of information required by the relevant authorities as regards to the rights of the contractual subject. The licensee shall inform the licensor if someone wishes to obtain a sub-licence or other exploitation rights of the original work or of the licensed edition. If, as a result of the information, a licensing contract between the licensor and the third party is established, then the licensee is entitled to commission according to relevant rates in the Federal Republic of Germany.

Section 11 Final Clauses

- 1) Modifications and amendments to this contract must be drawn up in writing. Agreements by letter are sufficient.
- 2) Verbal ancillary covenants were not agreed upon.
- 3) If individual provisions of this agreement should be null and void or invalid, this shall not affect the validity of the remaining provisions. The parties to this agreement shall then be required to replace the invalid or otherwise void provision with one which comes as close as possible to the economic and legal effect.
- 4) This contract, its fulfilment and all legal relationships resulting from business deals between the parties to the contract are governed by the law of the Federal Republic of Germany. If the licensor takes legal action, he can also choose the application of the law of the licensee's location.
- 5) Exclusive venue for all disputes in connection with this Agreement shall be Kassel
- 6) This Contract becomes valid from the day it has been signed by both parties, and it comes into force the day after it has been made public in the Central Register of Contracts administrated online by the Government Office of the Slovak Republic.

Section 12 Special agreements

The licensee pays to the licensor a lump-sum of € 150 (one hundred and fifty Euro) for providing him the digital layout of the book containing the music examples, payable on conclusion of the contract.

Kassel, 04. 11. 2016

Bratislava, 19. 10. 2016

**Bärenreiter-Verlag
Karl Vötterle GmbH & Co. KG**

**Igor Valentovič, director
Hudobné Centrum**