

CONTRACT

Barcelona,

4th April 2025

081_25000139

THE PARTIES:

Ms. **ISABEL BALLIU I BADIA**, as business manager of Consorci de l'Auditori i l'Orquestra, legal representative according to the appointment of the Board dated November 8, 2019, with registered office in Barcelona, at Calle Lepant, 150 (08013) and NIF (tax ID code) Q5856358F, (hereafter referred as L'AUDITORI), assisted herein by Marta Salamero Garcia, deputy secretary of Consorci de l'Auditori i l'Orquestra.

Mr. **JAAN-EIK TULVE**, of legal age, with passport number: _____ as authorised signature of the company TULVE & TULVE OÜ, domiciled in Taara 19, (10918) Tallinn (Harjumaa), Estonia, having VAT number EE101353258, signing in his own name and behalf and in the name and behalf of VOX CLAMANTIS, hereafter referred as THE ARTIST.

THEY HEREBY DECLARE

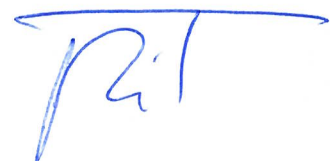
- I. That the CONSORCI is a public entity that manages L'AUDITORI, a first-rate cultural centre and performance venue, working in collaboration or not, with other public or private entities.
- II. That L'AUDITORI is interested in contracting ARTIST's services to give a concert within the Early Music Series – 2024/2025 – FESTIVAL LLUMS D'ANTIGA.
- III. That THE ARTIST is interested in giving the above-mentioned concert.

And, as both parties have agreed on the terms and conditions herein, they hereby execute it in accordance with the following:

CLAUSES

First. - DETAILS OF THE PERFORMANCE REFERRED TO IN THIS CONTRACT

Concert:	VOX CLAMANTIS - Arvo Pärt, Henrik Odegaard
Concert series:	Early Music Series - 2024/2025 – Festival Llum d'antiga - L'Auditori.
Venue:	Monestir Sant Pau del Camp - Carrer de Sant Pau, 99, 08001 Barcelona
Date and time:	Friday, 4 th April 2025 – 19:00h
Performers:	VOX CLAMANTIS Jaan-eik Tulve, conductor
Program:	<u>Gregorian antiphon</u> Da pacem, Domine <u>Arvo Pärt (1935)</u> - Da pacem, Domine (2004/2006) <u>David Lang (1957)</u> - the sense of senses (2021) <u>Henrik Ødegaard (1955)</u> - Jesu, dulcis memoria (2014/15) <u>Henrik Ødegaard</u> - Canticum trium puerorum, antiphon "Oleo caput meum non unxisti" ("Meditations over St. Mary Magdalene's feast in Nidaros", 2017) <u>Arvo Pärt</u> - Peace upon you, Jerusalem (2002)



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Henrik Ødegaard - Psalm 148–150, antiphon "Ideoque dico tibi" ("Meditations over St. Mary Magdalene's feast in Nidaros")

Gregorian antiphon Virgo prudentissima and canticum Magnificat

Arvo Pärt - Magnificat (1989)

Henrik Ødegaard - Hymn "Æterne Deus omnium" ("Meditations over St. Mary Magdalene's feast in Nidaros")

David Lang - for love is strong (2008)

Second.- ARTIST'S OBLIGATIONS

Performing in the days and sessions accorded in the first clause of the present contract.

Third.- FEES, TAX AND FORM OF PAYMENT

L'AUDITORI will pay the ARTIST for the services stipulated in the preceding clause. The gross fee will be 18.518,52€ (EIGHTEEN THOUSAND FIVE HUNDRED EIGHTEEN EUROS AND FIFTY-TWO CENTS). Spanish Personal Income Tax (IRPF/IRNR) will be deducted from this amount, according to the Spanish fiscal law of application at the time of this contract. The current IRPF deduction is 19% of the gross fee, amount that will be directly paid by L'AUDITORI to the Spanish Tributary Agency. L'AUDITORI will also pay a Value Added Tax (VAT) over 18.518,52€, directly to the Spanish Tributary Agency. This amount includes the artistic fee, accomodation, travels, shuttle and the rent, transport and tuning of all the instruments needed for the performance.

On presentation of an invoice by the ARTIST, netto fee of 15.000€ (FIFTEEN THOUSAND EUROS) will be paid by bank transfer to the bank account indicated in the invoice.

Fourth.- PROFESSIONAL RELATIONS AND OBLIGATIONS OF L'AUDITORI AND THE ARTIST

L'AUDITORI will assume, if proceed, the royalties that could exist from the public performance of the program agreed in the present contract.

THE ARTIST must rent or buy the scores for the performance to the editorial or to the rights owner and take charge of the related costs.

L'AUDITORI is responsible for the organisation of the concert and will take charge of preparation of the concert hall, the technical staff required, sale of tickets, public relations, publicity, etc.

If the concert requires amplification or there are other special technical needs, the ARTIST must request the approval of L'AUDITORI.

L'AUDITORI will not be responsible for any accident the ARTIST may suffer in carrying out the services stipulated in this contract. L'AUDITORI undertakes to be in possession of the permits and insurance policies required for the concert to take place.

Under no circumstances does this contract imply any tenure in the work or service relations between the ARTIST and L'AUDITORI.

The ARTIST is responsible of contracting all the musicians needed for the performance referred in the present contract, releasing L'AUDITORI of all responsibility under this concept.



The ARTIST may not perform within the geographical limits of Catalonia from 3 months before until one month after rendering the services stipulated in this contract, unless previously agreed with L'AUDITORI.

The ARTIST acknowledges having received documentation from the CONSORCI concerning:

1. The risk assessment for the facilities that your company's personnel must access;
2. The general rules for contracted companies and emergency measures.

The ARTIST is responsible for compliance with the contents of the aforementioned documents by its personnel in L'AUDITORI's facilities. It also states that it will comply with the obligations concerning payment of Social Security contributions and workplace risk prevention that are applicable to it (workplace risk assessment, workplace risk training, provision of personal protective equipment, if applicable, surveillance and health, etc.) with regard to its personnel. The list of these personnel must be provided sufficiently in advance so that L'AUDITORI can authorise their entry to L'Auditori's facilities. The signing of this agreement implies the signing of the "Declaration of conformity or compliance with the workplace risk prevention regulations" by the ARTIST.

The CONSORCI, as the owner of L'AUDITORI workplace, located at c. Lepant, 150 (08013), Barcelona and, in compliance with its duty to inform, in accordance with Royal Decree 171/2004, delivers to the ARTIST documentation concerning:

- The risk assessment for the facilities that its company's personnel must access.
- The general rules for contracted companies and emergency measures

Fifth.- BROADCASTING

The concert referred in this contract can be broadcasted deferred through Catalunya Ràdio and Radio Nacional de España, both public radio stations, and can also be broadcasted, eventually and 3 times only (within a maximum period of a year from the date of the recording publication on EBU) by any other radio station member of the EBU (European Broadcasting Union) with which exists international exchange agreements. No fees are payable in any of these cases.

Streaming on demand. Likewise, THE ARTIST expressly authorizes that the recording can be listened through Catalunya Ràdio website as well as any other web site of any radio station member of the EBU (European Broadcasting Union) within a maximum period of 30 days after each broadcast and without possibility to download.

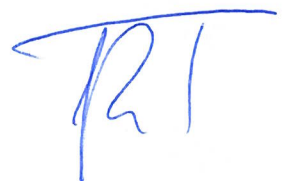
The ARTIST undertakes to authorise any of the media or any other means of communication to record an extract or extracts from the concert or the rehearsals for inclusion in a three-minute broadcast to be used solely for information purposes, on condition that L'AUDITORI has also given its approval.

Any other question related to this subject must be negotiated in advance by the parties.

Sixth.- TERMINATION OF THE CONTRACT

This Agreement shall be terminated on the following grounds:

- a) Breach of the parties' mutual obligations.
- b) Mutual agreement between the parties.
- c) Breach of the contractual obligations by either of the parties.
- d) Other general legal grounds.



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In addition to the cases and grounds for termination set out above, unjustified absence by the ARTIST at rehearsals and/or concerts, for whatever reason, provided it is not attributable to the L'AUDITORI, is especially stipulated as grounds for terminating the agreement, without any right to indemnity for the SOCIETY or the contracted ARTIST. In this case, the agreement shall be terminated by operation of law without prior notice or any administrative or judicial formality and THE ARTIST must pay L'AUDITORI a maximum indemnity of 100% of the agreed fees as damages.

In the event of sudden illness or a serious accident suffered by the ARTIST that reasonably prevents him/her from performing, the ARTIST will not receive the fees for the rehearsal and/or concert in question, and the ARTIST will be freely replaced by L'AUDITORI.

If, for any other reason attributable to L'AUDITORI and outside of the ARTIST's control, it is not possible to perform the concerts, L'AUDITORI shall be liable to pay the ARTIST indemnity at a maximum of 100% of the agreed fees.

Force majeure.

If the obligations undertaken by both parties in this agreement are impossible to fulfil for reasons of force majeure, the parties shall be deemed released from performing the agreed obligations during the period of time that the force majeure lasts. When this period of time has ended, the parties shall decide, by mutual agreement, either to terminate the agreement or perform it at a later date.

Reasons of force majeure are such as but not limited to total or partial suspension of the concerts or the season due to war, revolution, riots, epidemic, fire, flooding, strikes and any other reason outside of their control that is unforeseen and unforeseeable.

The party alleging force majeure must prove it to the other within five days following the date on which the event constituting force majeure takes place.

Seventh.- PUBLICITY

Unless previously sent, the ARTIST agrees to enclose with this contract all materials necessary for publicity such as biographical notes, photographs, repertory, discography, etc.

The ARTIST authorises L'AUDITORI to make use of his name, together with any part of the above information, in isolation or jointly with other material, for the purpose of promoting the concert. For this purpose, the ARTIST authorises L'AUDITORI to make free use of the above information and discharges L'AUDITORI of all responsibility. L'AUDITORI cannot be summoned or prosecuted for using the above information in the stated manner.

When previously agreed with L'AUDITORI, the ARTIST undertakes to give possible interviews to the media. L'AUDITORI will give the ARTIST adequate notice of this press conference and the ARTIST will be able to decide on the time in accordance with his needs.

Eighth.- VALIDITY

The agreement is valid from the day it is signed until the concert performance date.

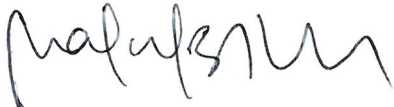


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Tenth.- JURISDICTION

The above clauses constitute a contract for the rendering of services. Any doubt or divergence of opinion concerning the interpretation of the contract or its application will come under the jurisdiction of the Courts of Barcelona, the parties waiving the right to litigation in their own judicial areas.

The parties have read the above contract, which is signed by them in duplicate in Barcelona on the date indicated at the head of this document.



ISABEL BALLIU I BADIA

L'AUDITORI



JAAN-EIK TULVE

THE ARTIST

DEPUTY SECRETARY

