

## CONTRACT

Barcelona, 9 June 2025

### The parties:

Exp. 081-25000192

**ON THE ONE HAND, ISABEL BALLIU I BADIA**, Business Manager of Consorci de l'Auditori i l'Orquestra, legal representative according to the appointment of the Board dated November 8th 2019, with registered office in Barcelona, at Lepant street, 150 (08013), and VAT no. (tax ID code) ES-Q5856358F (hereinafter referred to as CONSORCI) assisted in this act by Ms. Marta Salamero Garcia, deputy secretary of CONSORCI.

**ON THE OTHER PART, NICHOLAS ELIOT BEWLEY-PEREZ (artistic: NICKY SPENCE)**, British citizen, of

Both parties possess full capacity to sign this contract which is subject to the following **clauses**

## CLAUSES:

### 1. Details of the rehearsals and performances referred to in this contract:

The ARTIST hereby agrees to perform with the *Orquestra Simfònica de Barcelona i Nacional de Catalunya*, as tenor, in the concerts stated in this contract.

*Orquestra Simfònica de Barcelona i Nacional de Catalunya (OBC)*

Conductor: Ludovic Morlot

Soloists: Fleur Barron, mezzo-soprano

**Nicky Spence, tenor**

Lawrence Brownlee, tenor

Alexandre Duhamel, baritone

Patrick Bolleire, bass

Daniel Lozakovich, violin

**Venue:** L'Auditori – Hall 1 Pau Casals (Lepant 150 - 08013 Barcelona)

### Dates and times of the performances:

Friday June 13, 2025 at 19 h

Saturday June 14, 2025 at 19 h

### Programme:

RAVEL: Sites Auriculaires (Orch: Hesketh)

CHAUSSON: Poème for violin and orchestra, op. 25

RAVEL: Tzigane for violin and orchestra

**RAVEL: L'heure espagnole (concert version)**

### Rehearsal schedule – L'Auditori, hall 1 Pau Casals:

|                   |              |                        |
|-------------------|--------------|------------------------|
| Tuesday June 10   | 13:30h       | Meeting with conductor |
|                   | 14:30-17:30h | Rehearsal & recording  |
| Wednesday June 11 | 14:30-17:30h | Rehearsal & recording  |
| Thursday June 12  | 14:30-17:30h | Dress rehearsal        |

The details referred to in this clause can be subject to changes by the CONSORCI for organizational reasons.

## **2. Fees, tax and form of payment:**

The CONSORCI will pay the ARTIST for the services stipulated in clause 1 above. The gross fee will be **21.000,00 €** (twenty-one thousand EURO). Income Tax (IRPF) will be deducted from this amount according to Spanish fiscal law in force at the time of the contract. The present IRPF deduction is 24%. The CONSORCI will directly pay to the Spanish Treasury VAT (10% IVA) over 21.000,00 €

The ARTIST authorizes THE CONSORCI to send the payment to Askonas Holt Ltd. On presentation of an invoice by the ARTIST, netto fee of **15.960,00 €** (fifteen thousand nine hundred and sixty EURO) will be paid after the concert by bank transfer to:

THE CONSORCI will not be responsible for the transportation airport-hotel-airport or to attend rehearsals and concerts. THE CONSORCI will not assume any amount under the concept of *per diem*.

## **3. Professional relations between the parts:**

The CONSORCI will assume the cost of the rights that might affect the performances stated in this agreement. If the concert requires amplification or there are other special technical needs, the ARTIST must request the approval of the CONSORCI.

The CONSORCI will not be responsible for any accident the ARTIST may suffer in carrying out the services stipulated in this contract.

Under no circumstances does this contract imply any tenure in the work between the ARTIST and the CONSORCI.

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.

### Coordination of business activities:

The CONSORCI, as the owner of the AUDITORI workplace, located at Lepant street, no. 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 the ARTIST must access.
- The general rules for contracted personnel and emergency measures

The ARTIST acknowledges having received from the CONSORCI the following documentation:

1. The risk assessment of the facilities to which the ARTIST must access;
2. The General Rules for contracted personnel and emergency measures.

The ARTIST is responsible for compliance with the contents of the aforementioned documents in the Auditorium'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.).

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If the ARTIST had personnel in charge, the list of these personnel must be provided sufficiently in advance so that the Auditorium can authorize their entry to the Auditorium'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.

## 4. Exploitation rights:

Given the nature and purpose of the concert, and in accordance with the public communication policy at L'Auditori, the ARTIST accepts and authorizes the recording of the concert/s with the understanding that, by signing this contract and accepting these conditions, the CONSORCI may record the concert/s, make a copy of the recording and communicate it to the public with no territorial limitation and for a period of five years from the time the concert/s take place.

**4.1. Assignment of rights.** In exchange for payment of the remuneration agreed herein, the ARTIST exclusively assigns and transfers to the CONSORCI the following rights over the performances that are the purpose of this agreement:

- a. Fixation and recording right: the right to capture and store the performance in a tangible medium that enables its reproduction, distribution and communication in any format, such as audio, video and audiovisual.
- b. Reproduction right: the right to reproduce copies of the recording in any format currently known or developed in the future.
- c. Distribution right: the right to make available to the public the original or copies of the recording in physical and digital format, such as but not limited to CDs, DVDs, digital downloads and streaming platforms, through sale, rental, lending or in any other manner.
- d. Public communication right: the right to show the performance and the right to broadcast the recording to the public, live or recorded, in whole or in part, in any medium, including television, radio, internet and any other streaming platform. Public communication may include advertising.

**4.2. Scope and term.** The aforementioned assignment of rights extends to all territories in the world and will be valid for a term of 5 years from the date of the last concert.

The COMPANY/ARTIST give their authorisation so that any media outlet or broadcaster may record part of the performance or the rehearsals for a broadcast lasting a maximum of three minutes exclusively for informative purposes.

**4.3. Ownership guarantee.** The ARTIST guarantees that he/she is the sole owner of the assigned rights and that he/she has full authority to assign them in accordance with the terms of this agreement. The ARTIST also guarantees that the performance is original and does not infringe third parties' rights.

Any additional points in relation to this matter must be negotiated previously between the two parties.

## 5. Cancellation:

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.



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 CONSORCI, is especially stipulated as grounds for terminating the agreement, without any right to indemnity for the 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 the CONSORCI 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 or his/her REPRESENTATIVE will not receive the fees for the rehearsal and/or concert in question, and the ARTIST will be freely replaced by the CONSORCI. If, for any other reason attributable to the CONSORCI and outside of the ARTIST's control, it is not possible to perform the concerts, the CONSORCI 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 that the force majeure lasts. When this period 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.

#### **6. Free tickets:**

The CONSORCI will provide the ARTIST with **4 (FOUR)** complimentary tickets for each of the concerts of this contract. These tickets need to be confirmed by the ARTIST at least 24 hours before the first concert.

#### **7. 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 authorizes the CONSORCI to make use of his/her name, together with any part of the above information, whether alone or in conjunction with other material, for the purpose of promoting the concert. For this purpose, the ARTIST authorizes the CONSORCI to make free use of the above information and discharges the CONSORCI of all responsibility. The CONSORCI cannot be summoned or prosecuted for using the above information in the stated manner. The CONSORCI has its own strategic communication plan, which includes communications in relation to the ARTIST. For this reason, any communications carried out by any independent agency regarding the ARTIST and in connection with performances with OBC must be agreed with, and supervised by, the Press Department of the CONSORCI. At the behest of the CONSORCI, the ARTIST agrees to meet with the mass media for possible interviews. The CONSORCI shall notify the ARTIST sufficiently in advance of press conferences and/or interviews so that the latter may be arranged in accordance with the needs of the ARTIST.

#### **8. Data protection:**

1. The data of the persons signing the contract shall be processed by the other party in the capacity of Controller as defined in Article 4(7) of the General Data Protection Regulation (Regulation (EU) 2016/679 of

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the European Parliament and of the Council of 27 April 2016). The purpose of the processing shall be to manage the contracting procedure and any actions which derive from it. The legitimate basis for the processing shall be the performance of the contract. Details of the ARTIST may be published in accordance with the regulations relating to transparency and public sector contracts. To exercise the rights recognized in the General Data Protection Regulation (access to the data, rectification, erasure, limitation of and objection to processing), the data subject may, at any time, contact the other party at the address appearing at the beginning of this contract.

2. The Services contracted for do not require the processing of personal data by the ARTIST. Where, to provide the services, the ARTIST accesses a CONSORCI workplace, it must, at all times, avoid taking any action which could involve access to personal data and must, at all times, respect the security measures taken by the CONSORCI. Furthermore, on its own initiative, it must always act diligently to avoid such access. Where, due to an error or by accident, an employee of the ARTIST accesses personal data, the ARTIST must inform the CONSORCI immediately. The ARTIST must inform those employees assigned to the performance of this contract of their obligation to act diligently and report any incident which may occur. The ARTIST shall, in any event, be responsible for any infringements deriving from the use of such data by its employees.

3. Both parties shall respect the confidential nature of any information which, on account of its inherent characteristics, must be regarded as such and to which they have access in performing the contract. That duty shall continue after the contractual relationship has ended. Both parties shall comply with the General Data Protection Regulation and Organic Law 3/2018, of 5 December, on the Protection of Personal Data and guaranteeing digital rights, as regards the personal data of any interlocutors or representatives with whom they have dealings.

## 9. Validity:

The agreement is valid from the day it is signed until the concert/last concert performance date, notwithstanding the term of assignments of intellectual property rights, which will last for the established period set in this contract.

## 10. 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 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  
THE CONSORCI



DEPUTY SECRETARY



Nicholas Eliot Bewley-Perez  
THE ARTIST

