

CONTRACT

081_25000405

Barcelona, September 22, 2025

THE PARTIES

Mrs. **ÀNNIA PONS I DE CIURANA**, manager of the **CONSORCI DE L'AUDITORI I L'ORQUESTRA**, acting on behalf of this entity under the agreement of the Governing Council dated July 29, 2025, with registered office in Barcelona, c. Lepanto, 150, CP 08013, and NIF Q5856358F (hereinafter, the **CONSORTIUM**), assisted in this act by the delegate secretary, Ms. Marta Salamero Garcia.

AND

Mrs Marco Blaauw and Ms Helen Bledsoe, signing in his own name and behalf of the **Musikfabrik - Landesensemble NRW e.V.**, domiciled in Im Mediapark 7, 50670 KÖLN (Germany), with VAT number DE186000260, hereafter referred to as **THE SOCIETY**, representing **l'Ensemble Musikfabrik, Dirk Rothbrust and Enno Poppe**, hereafter referred to as **THE ARTIST**.

THEY HEREBY DECLARE

- I. That the Consorci is a public entity that manages L'AUDITORI, a first-rate cultural center 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 **SAMPLER SÈRIES 2025-26** de L'AUDITORI.
- III. That THE ARTIST is interested in giving the above-mentioned concert.
- IV. That the SOCIETY is acting in the name and on behalf of THE ARTIST.

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:	Rebecca Saunders: Skull
Concert series:	SAMPLER SÈRIES 2025-26 / Festival Mixtur
Venue:	L'Auditori – Hall 2 Oriol Martorell (c/ Lepant, 150 - 08013 Barcelona)
Date and time:	October 16 th , 2025, 19 h at Hall 2 Oriol Martorell
Performers:	Dirk Rothbrust, percussion Ensemble Musikfabrik Enno Poppe, conductor
Program:	Rebecca Saunders: <i>Breath</i> for two violins (2018/2023) <i>Dust</i> for solo percussion (2017-2018) <i>Skull</i> for 14 instruments (2022-2023)

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 SOCIETY for the services stipulated in the preceding clause. The gross fee will be 19.753,09 € (NINETEEN THOUSAND SEVEN HUNDRED FIFTY-THREE AND NINE EUROS). 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 19.753,09 €, directly to the Spanish Tributary Agency. This amount includes the artistic fee, travels, hotels, transfers/hospitality and booking fee.

The net fee of **16.000 €**, will be paid via bank transfer on presentation of an invoice by THE SOCIETY once the show was performed.

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

L'AUDITORI shall obtain the SGAE license authorizing the sale of tickets and allocation of invitations.

L'AUDITORI shall be in charge of all concert organization tasks, and ensure to provide the hall, as well as all technical staff required for the development of the show, ticket sales, customer support services, and concert advertising.

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.

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.

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

The SOCIETY hereby declares to be in possession of all permits legally required for the performance of the show, as well as to be up to date on any compulsory National Insurance and tax payments required by current law. L'AUDITORI reserves the right to request the corresponding certificates from the SOCIETY, as evidence of compliance with said obligations.

The SOCIETY will be in charge of obtaining all intellectual property rights required for the show (including music, image, text, etc.). Therefore, either the SOCIETY shall be liable for any claim that may be issued by the SGAE, or any other organizations and / or holders of intellectual property rights related in any way to the purpose of this contract.

The SOCIETY shall be held liable for any damages to technical / artistic materials provided to the ARTIST by L'AUDITORI during the term of use of the hall and/or any other L'Auditori facilities, caused by negligent use by the ARTIST. Damage costs and expenses shall be deducted from the SOCIETY's fees.

The SOCIETY will provide all stage items required to ensure a successful performance, as well as the human resources that may be deemed necessary for the purpose of supporting L'AUDITORI's staff, if the performance requires it. Accordingly, the SOCIETY hereby declares that all stage material provided for the performance of their show complies with all current show / entertainment health and safety regulations and undertakes to abide by said regulations. In addition, the SOCIETY also undertakes to use fireproof materials, and to refrain from using any type of pyrotechnical material.

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

The SOCIETY/ARTIST acknowledges having received documentation from L'AUDITORI 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 SOCIETY/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 authorize 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 SOCIETY/ARTIST.

L'AUDITORI

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 SOCIETY/ARTIST documentation concerning:

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

Under no circumstances does this contract imply any tenure in the work or service relations between SOCIETY and L'AUDITORI, neither between the ARTIST and L'AUDITORI.

Fifth.- BROADCASTING

The ARTIST undertakes to authorize 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.

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 SOCIETY/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 or THE SOCIETY 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 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.- FREE TICKETS

L'AUDITORI will provide the ARTIST with 10 free complimentary tickets.

Eighth.- PUBLICITY

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

The ARTIST authorizes 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.

L'AUDITORI

For this purpose, the ARTIST authorizes 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.

Ninth.- VALIDITY

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

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.

ÀNNIA PONS I DE CIURANA
L'AUDITORI

MARCO BLAAUW
~~THE~~ SOCIETY

HELEN BLEDSOE
THE SOCIETY

DEPUTY SECRETARY