

## Framework Agreement Providing for Permanent Arrangements

THE UNDERSIGNED,

1. STICHTING DONEMUS BEHEER, having its registered office in Rijswijk, the Netherlands, and hereinafter referred to as “**Donemus**”;

and

2.

<b>Name</b>	
<b>Street</b>	
<b>Street number</b>	
<b>Postcode</b>	
<b>Place</b>	
<b>Country</b>	

hereinafter referred to as the “**Composer**”;

Donemus and the Composer hereinafter jointly referred to as the “**Parties**”;

WHEREAS:

- The Composer is a creator or composer of musical works;
- Donemus publishes and manages musical works in its capacity as a music publisher;
- The parties to this agreement have set out their arrangements in relation to their cooperation with each other in this agreement, pursuant to which Donemus will endeavour to arrange for the Composer's musical works to be commercially exploited;
- The Parties will then also sign an Agreement Form in the case of each musical work that the Composer allows Donemus to publish, in which the details of that musical work shall be set out;

DECLARE THAT THEY HAVE AGREED AS FOLLOWS.

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### Article 1 Definitions

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- 1.1. The capitalised terms employed in this Agreement bear the meaning assigned to them below.

<b>BUMA/STEMRA</b>	Vereniging Bureau Muziek-Auteursrechten and Stichting tot Exploitatie van Mechanische Reproductierechten voor Auteurs.
<b>Electronic Media</b>	media in electronic form for the support or use of a Musical Work through the use of, amongst other things, a computer, video, audio (for example, a soundtrack for two or more tracks), software patches or live electronics;
<b>Master</b>	an audio recording of a Musical Work which requires no further processing (editing);

Donemus' initials:

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<b>Master Work</b>	any musical work which the Composer would like Donemus to publish as specified in any supplementary agreement which the Parties enter into with each other in the case of each musical work. This involves a musical work in its entirety or any part of it, including any supplement to or other modification thereof, as well as any Electronic Media;
<b>Intellectual Property Rights</b>	all worldwide intellectual property rights and similar or related rights in the broadest sense of the term, which includes, in particular, but is not confined to copyrights (or any entitlement thereto), including any future intellectual property rights, which are deemed to include all entitlements (which are at any rate deemed to include an exclusive right to publication and replication) conferred or still to be conferred by the relevant national or international legislation;
<b>Agreement</b>	this agreement including any annexes to it;
<b>Agreement Form</b>	any additional document which the Parties sign and which contain the specifications of the Musical Work or Works that the Composer would like Donemus to publish in accordance with the arrangements recorded in this Agreement;
<b>Score</b>	the physical and/or electronic, graphical reproduction of a Musical Work in the form of sheet music;
<b>Playback Materials</b>	any instrumental or vocal arrangement (separate or otherwise) of a Musical Work derived from the relevant Score, which is also deemed to include any piano extract, choir arrangement or user instructions for any Electronic Media in physical or electronic form.

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## **Article 2 Intellectual Property Rights and warranties**

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- 2.1. The Parties agree that for the purposes of promotion and worldwide commercial exploitation as agreed to and stipulated in this Agreement, and having regard to any agreement with or assignment to a copyright organisation referred to in Article 3 of this Agreement, all of the Intellectual Property Rights to a Musical Work shall be exclusively – hence to the exclusion of any other party, including the Composer – assigned to Donemus.
- 2.2. In order to comply with the formalities of this assignment, the Parties shall sign an Agreement Form in the case of each Musical Work, by means of which this assignment of Intellectual Property Rights shall be effected.
- 2.3. The Parties agree that, pursuant to this assignment for the purposes of the commercial exploitation referred to in Article 2.1, Donemus shall at any rate be exclusively entitled to:
  - (i) the graphical and/or any other form of replication of a Musical Work, which is deemed to include but is not confined to a reproduction in the form of a Score or Playback Materials on any media or in any format whatsoever, as well as any part of a folio, album, collection or anthology. Donemus shall be entitled to include its name (or trading name) and any marks (figurative or otherwise, such as the Donemus mark depicted on the first page) in a Score;
  - (ii) the publication of a Musical Work in any manner whatsoever, which is also deemed to include, the sale, rental or loan of a Score or Playback Materials, through the internet or otherwise;
  - (iii) conducting negotiations independently – which the Composer hereby authorises Donemus to do – concerning the conclusion of an agreement with a third party (such as an orchestra or opera company)

Donemus' initials:

Composer's initials:

for the purposes of having a Musical Work performed simultaneously with a performance (of a musical and dramatic nature, such as a ballet, opera or the like, also referred to as “Collective Rights”) in so far as any compensation for same is not collected by a copyright organisation referred to in Article 3 of this Agreement;

- (iv) any other form of the commercial exploitation of a Musical Work, even a form which is not explicitly referred to in this Agreement or which was not known at the time when this Agreement was signed.
- 2.4. Donemus shall not be entitled to arrange for a third party to publish (directly or indirectly) a Musical Work without the Composer's written consent. Nevertheless, Donemus shall be entitled to entrust its publication activities to Donemus Publishing BV, which shall acquire Donemus' rights and duties pursuant to this Agreement.
- 2.5. In the event that the Composer wishes to publish a fragment, arrangement or other variant of a Musical Work (such as part of a symphony), Donemus shall be entitled (or have a pre-emptive right) to do this subject to the conditions stipulated in this Agreement. The Composer shall register such an arrangement as a new Musical Work with Donemus. In the event that Donemus refuses to commercially exploit such a Musical Work or to enter into an agreement with the Composer in this respect, the Composer shall be entitled to arrange for this to be done by another party. Nevertheless, this shall not affect this Agreement in relation to the original Musical Work.
- 2.6. The Composer does not waive their personality rights as referred to in Section 25 of the Copyright Act [Auteurswet].
- 2.7. Donemus may decide to take action (legal or otherwise) against any infringement of the Intellectual Property Rights to a Musical Work but shall not have a duty to do so. In so far as is required, the Composer authorises Donemus to do this at its own risk and expense. Donemus shall be entitled to act on its own or also on behalf of the Composer. Donemus shall consider whether or not to take action having regard to the pecuniary interest of the infringement, on the one hand, and the costs involved in any proceedings (legal or otherwise), on the other. In the event that Donemus does not take any action in respect of an infringement, the Composer shall be entitled to do so at their own risk and expense. The costs and proceeds of any proceedings shall accrue to the party (or parties) that is (or are) involved in them.
- 2.8. In relation to any Musical Work the Composer warrants that:
- (i) no other party may claim any Intellectual Property Right to that Musical Work and that the latter does not infringe any other party's Intellectual Property Right;
  - (ii) they are at liberty to enter into this Agreement with Donemus and that the Intellectual Property Rights to any Musical Work shall not be encumbered (for example, with a pledge or an attachment);
  - (iii) no claim has been filed against the Composer and/or in relation to any Musical Work – nor is there any danger of this occurring – which could pose an obstacle to the proper execution of this Agreement;
  - (iv) they will not do or fail to do anything which endangers or has an adverse effect on the existence of any Intellectual Property Rights to a Musical Work or at any rate Donemus' entitled to same or Donemus' uninterrupted commercial exploitation of same.
- 2.9. The Composer shall indemnify Donemus in full against any claim made pursuant to non-compliance with the warranties stipulated in the foregoing clause, as well as any loss which Donemus suffers or costs which it

Donemus' initials:

Composer's initials:

incurs in this respect. The Composer shall have a duty to provide Donemus with any assistance required for the purposes of Donemus' defence against any claim made by another party against Donemus.

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**Article 3 Copyright organisations**

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- 3.1. Donemus or Donemus Publishing B.V. shall register itself with BUMA/STEMRA as the publisher of a Musical Work.
- 3.2. The Composer declares that they have registered with BUMA/STEMRA or a similar copyright organisation which maintains mutual contractual relations with BUMA/STEMRA and that any Musical Work has also been registered. In the event that such registration has not yet occurred when this Agreement is signed, the Composer shall ensure that this occurs within ten (10) working days thereof.

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**Article 4 Commercial exploitation by Donemus**

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- 4.1. Acting in relation to the Composer, Donemus undertakes to ensure that a Musical Work is commercially exploited in accordance with its normal business operations and any fair and equitable professional practices governing same at that point in time.
- 4.2. Donemus shall produce commercially exploitable documents in the form of a Score and Playback Materials for the purposes of the commercial expectation of a Musical Work in accordance with Article 8 of this Agreement.
- 4.3. Donemus shall offer a Musical Work for sale or rental through the internet, amongst other things. In particular, the following shall apply in this respect:
  - (i) Donemus shall sell Scores and Playback Materials of Musical Works featuring one (1) to seven (7) instruments, as well as all HaFaBra (harmony, fanfare and brass band) reproductions;
  - (ii) Donemus shall also be entitled to rent the Playback Materials of Musical Works featuring no less than eight (8) voices, as well as any Musical Works covered by the Collective Rights referred to in Article 2.3(iii) of this Agreement to other parties, in respect of which the Playback Materials of such a Musical Work may be permanently lent and Donemus will levy a licensing fee for the number of performances thereof.
- 4.4. Donemus shall be responsible for the production and supply of a Musical Work for sale or rental to anyone procuring same as provided for in Article 4.3. Such production and supply shall occur in accordance with Article 7 of this Agreement. Donemus shall sell all Musical Works in the form of Scores and related Playback Materials in the standard format employed by Donemus and/or any other format.
- 4.5. Donemus shall enter a Musical Work in its information systems in accordance with Article 9 of this Agreement.
- 4.6. Donemus shall endeavour to promote a Musical Work in accordance with Article 10 of this agreement, its normal conduct of business and any fair and equitable business practices governing it at that point in time.
- 4.7. As the case may be, Donemus may commercially exploit a Musical Work (or arrange for this to be done) through its performance simultaneously with a performance (of a musical and dramatic nature) referred to in Article 2.3(iii) (such as opera, musicals, film and theatre). Nevertheless, Donemus shall not have a duty to commercially exploit a Musical Work in this manner (or to arrange for this to be done), particularly, where such Musical Work has not been especially created for such a performance.

Donemus' initials:

Composer's initials:

- 4.8. The Parties explicitly acknowledge that Donemus shall have no obligations in relation to the commercial exploitation of a Musical Work other than as stipulated in Article 4 of this Agreement and that Donemus will have complied with its duty of commercial exploitation provided that it has publicised the relevant Musical Work in a reasonable and appropriate manner – having regard to the results of the commercial exploitation of that Musical Work, amongst other things – and has satisfied customer requirements in that respect.

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**Article 5 Compensation for commercial exploitation**

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- 5.1. Donemus shall pay the Composer royalties equivalent to 30% of the turnover achieved (exclusive of VAT) on the sale of Scores and Playback Materials in so far as they have been sold, supplied and not been returned. This shall also include any compensation pursuant to permanent loan agreements. In so far as a Score has been included in a folio, album, anthology and/or any other publication which also includes other works (of a musical or other nature), Donemus shall pay the Composer such compensation on a pro rata basis in relation to the total number of works involved and in so far as such publications have been sold, supplied and not been returned.
- 5.2. Donemus shall pay the composer royalties equivalent to 70% of the gross turnover achieved by Donemus (exclusive of VAT) on licences issued for the purposes of renting out a Work, less any commission payable for rental agency by other parties and any other reasonable expenses.
- 5.3. Donemus shall not be liable for the payment of compensation for the reproduction and/or publication of a Musical Work for promotional or advertising purposes, nor for any Score which is placed at the disposal of another party free of charge.
- 5.4. In the case of any work covered by collective rights Donemus shall also be entitled to enter into an agreement with any other party on behalf of the Composer and to conduct negotiations with other parties for this purpose. The Composer and any other author shall be entitled to 70% of the net income from collective rights, and Donemus to 30%.
- 5.5. In its capacity as a publisher, Donemus shall be entitled to any compensation disbursed by BUMA/STEMRA in this country and abroad.
- 5.6. Donemus may set and charge fees for sales and rentals.
- 5.7. Acting in accordance with the Retail Price Maintenance (Books) Act [Wet op de vaste boekenprijis], Donemus shall notify the Dutch Media Authority [Commissariaat voor de Media] of the prices of all new publications (or their component) in respect of which it has a duty to do so.

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**Article 6 Settlement and audits**

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- 6.1. Donemus shall pay the Composer the compensation referred to in Article 5 once every year. The Composer shall not in any way be entitled to such compensation and Donemus shall only have a duty to disburse it if it amounts to more than EUR 10.00 in respect of the relevant calendar year.
- 6.2. Payment shall be effected within three (3) months after the end of the relevant calendar year.
- 6.3. Acting at the Composer's request, Donemus shall provide a statement concerning the rental of a Musical Work (and any graphical reproductions of it) and shall also provide a list of the sales of a Musical Work (and its Score and Playback Materials).

Donemus' initials:

Composer's initials:

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**Article 7**      **Production**

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- 7.1. The Composer shall supply Donemus with a commercially exploitable Score and Playback Materials in electronic form for the purposes of commercially exploiting a Musical Work. Such Score and Playback Materials must be appropriately legible and usable, and must comply with any general directions issued by Donemus to the Composer with regard to their design and house style. The Composer shall be required to supply their Score and Playback Materials through an internet portal stipulated by Donemus. At a later stage the Parties shall agree on the deadline(s) by when the Composer will supply any legible graphical depiction(s). Such deadline(s) shall be confirmed by Donemus in writing and shall be binding on the Composer.
- 7.2. In the event that the Composer wishes to have a handwritten work published, Donemus shall endeavour to secure financing for its conversion into computer notation by applying for a project subsidy, for example, either together with the Composer or not. Donemus shall not have a duty to do this. The Composer shall always be consulted in relation to such endeavours. In the event that no external financing is found, Donemus shall set off any costs incurred to finance a handwritten production against the remittances to the Composer referred to in Articles 5.1 and 5.2. Donemus and the Composer may also jointly decide to publish a Musical Work – being a solo work or playable score – in the form of a scan of the handwriting.
- 7.3. In the event that the Composer is unable to comply with the provisions of Article 7.1 and only supplies a computer-notated Score but no Playback Materials, Donemus shall issue instructions for the production of such Playback Materials but only after receiving an order for the relevant Musical Work from another party. Donemus shall settle the production of Playback Materials against the remittances to the Composer referred to in Articles 5.1 and 5.2.
- 7.4. In the event that any Score and/or Playback Materials which the Composer has supplied to Donemus in accordance with Article 7.1 does not comply with the directions for such supply which Donemus has published on its website, the latter shall be entitled to decline such Score and/or Playback Materials. In the event that the Composer fails to effect timely modification, Donemus shall be entitled to decline the relevant Score and/or Playback Materials permanently and this Agreement shall automatically cease to apply. Where a graphical depiction of a Musical Work supplied by the Composer does not comply with the directions governing its supply, Donemus shall modify its design in cooperation with the Composer. Donemus shall set off the costs involved in such modification against the remittances to the Composer referred to in Articles 5.1 and 5.2.
- 7.5. Where any Electronic Media constitutes an integral part of a Musical Work, the Composer undertakes to supply Donemus with such performance material along with clearly understandable user instructions in a form which is usable by the procurers of that Musical Work in accordance with the arrangements between the Parties referred to in Article 4.4 of this Agreement.
- 7.6. The Composer undertakes to supply the Score referred to in Article 7.1 at such time that Donemus is able to arrange for the production of the Score in good time before the date on which the relevant Musical Work is to be performed. In the event that the Composer supplies a graphical depiction of a Musical Work at such a time that Donemus believes it will be unable to comply with its duty towards its customer, Donemus shall be entitled to supply the Musical Work as is to its customer or to decline to produce and supply it to its customer, such at Donemus' discretion.
- 7.7. Should the Composer supply a Score to Donemus at a time that may be deemed to be timely for the purposes of the foregoing clause, Donemus shall provide the relevant customer with that Score before the date of its performance.

Donemus' initials:

Composer's initials:

- 7.8. The Composer shall remain responsible for the nature of the Musical Work. Donemus shall not modify the notes, text or title without the Composer's prior consent.
- 7.9. Where a text belonging to a third party is used, the Composer shall ensure that the consent of the author of that text and/or any other rightsholder(s) is obtained and shall present Donemus with evidence of such consent for its use and publication by no later than when this Agreement is signed. The Composer shall supply Donemus with the correct sources. The Composer shall be required to insert all requisite references in a foreword to the relevant Score.
- 7.10. By no later than one (1) year after a customer has first performed a Musical Work, the Composer shall be entitled to present a one-off minor amendment of (or supplement to) a Score or Playback Materials and to require a one-off revision – this is to say, the implementation of major changes – thereof. Any modification as provided for in this article may comprise a supplement and/or corrections. The Composer shall ensure that the graphical depiction of the relevant Musical Work is modified (in accordance with Article 7.2). Donemus shall modify the relevant Score and Playback Materials within a reasonable period of time.
- 7.11. In the event that the Composer still wishes to make changes – major or minor – within or after a period of one (1) year following the first performance, Donemus shall be entitled to charge the Composer an editing fee for this.

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**Article 8**      **Publication**

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- 8.1. After the modifications and revision referred to in Article 7.10 have occurred, where the Composer has indicated that they decline to proceed with the options provided for in Article 7.10, or at any rate following the expiry of a period of one (1) year as provided for in Article 7.10, the relevant Score shall be deemed to be final. That point in time shall be designated as the date of publication.
- 8.2. The composer shall receive two (2) physical variants of a Score within a reasonable period after the date of its publication in accordance with Article 8.1.
- 8.3. Donemus undertakes to store all electronic files (source and otherwise) which are required for the purposes of reproducing a Musical Work and to ensure that there is a backup strategy allowing for no less than one (1) form of digital storage outside its office.
- 8.4. All physical Scores and Playback Materials, as well as electronic files (source and otherwise) produced by Donemus or produced by another party at Donemus' behest (and any rights thereto) shall remain the property of Donemus.

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**Article 9**      **Information**

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- 9.1. Donemus undertakes to include all Musical Works in an online catalogue, which shall at the very least contain all basic information (such as the composer, title, performers, year of composition and duration).
- 9.2. Donemus shall maintain an electronic archive containing details of the Composer and their Musical Works by way of information for the users of a Musical Work. The Composer shall assist with the maintenance of this archive to the best of their ability. Donemus shall be entitled to include information concerning the Composer and their Musical Works in its composer database.
- 9.3. Donemus seeks to ensure that it has no less than one (1) good example of every work in its electronic audio archive. Where possible, the Composer shall provide audio material for this purpose.

Donemus' initials:

Composer's initials:

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**Article 10 Promotional repertoire**

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- 10.1. Donemus shall endeavour to publicise a Musical Work (draw attention to it) in one (1) or more of the following ways:
- (i) mentioning the Musical Work in its newsletters;
  - (ii) promoting the Musical Work in stands at events and trade fairs, amongst other things, by providing its Score on such stands (free of charge);
  - (iii) actively approaching music outlets, as well as presenting Musical Works at music outlets;
  - (iv) requesting that trade journals devote attention to new Musical Works;
  - (v) disseminating the Musical Work or at any rate its Score amongst potential customers.
- 10.2. Furthermore, acting on its own initiative or at the request of the Composer or any other party, Donemus may provide Scores in electronic form free of charge.

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**Article 11 Term, termination and implications**

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- 11.1. Subject to the alternative ways of cancelling this Agreement stipulated in Article 11.5, this Agreement has been concluded for an indefinite term.
- 11.2. Subject to the alternative ways of cancelling this Agreement stipulated in Articles 11.3 and 11.4, the Agreement Forms shall apply throughout the term of the copyright applicable in the case of the Musical Work concerned.
- 11.3. Either party shall be entitled to cancel all or part of an Agreement Form with immediate effect at any time by means of a registered letter and without a duty to provide compensation in the event that and as soon as:
- (i) the other party applies for a moratorium on payments or files for bankruptcy;
  - (ii) the other party is declared bankrupt.
- 11.4. With the exception of the situations referred to in Article 11.3, the termination or cancellation of an Agreement Form shall not be permitted within five (5) years after the relevant Agreement Form has been signed. Following the relevant terms, both parties may cancel an Agreement Form at any time by means of a registered letter towards 31 December of the relevant calendar year subject to a term of notice of three (3) months.
- 11.5. This Agreement shall remain in effect as long as an Agreement Form is applicable in relation to the Parties and may not be terminated (either by cancelling or rescinding it) until that time. Once the last Agreement Form between the Parties has terminated or has been cancelled, this Agreement may also be terminated or cancelled. The same formalities and deadline shall apply with regard to the cancellation of this Agreement as in the case of the relevant Agreement Form.
- 11.6. The Composer shall be required to pay a fee of EUR 5.00 per page for the purposes of obtaining electronic files of the relevant music notation software, provided that they have been created or edited by Donemus. The price payable in the Web shop shall be charged for the purposes of acquiring a Score along with Playback Materials in electronic form (PDF) or EUR 1.00 per page in the event that the relevant Score and Playback Materials are not available in the Web shop.

Donemus' initials:

Composer's initials:



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**Article 12**      **Assignment of contract**

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- 12.1. In the event that Donemus is transferred to another person or legal entity pursuant to a merger or acquisition, Donemus shall be entitled to assign its rights and duties pursuant to this Agreement and/or any Agreement Form, and any rights (of intellectual property or otherwise) it has acquired pursuant to this Agreement and/or any Agreement Form to such person or legal entity, provided that the latter accepts the rights and duties which are to be assigned pursuant to this Agreement and any Agreement Form as such. The Composer hereby consents to this in advance.
- 12.2. In the event that a contract is assigned to a third party as provided for in the foregoing clause, Donemus may not be called to account for any loss suffered pursuant to the execution of this Agreement and an Agreement Form.
- 12.3. In the event that the Composer has a reasonable interest in objecting to the assignment of an Agreement Form to a third party, the Composer shall be entitled to cancel the relevant Agreement Form by means of a registered letter subject to a term of notice of three (3) months. This Agreement may only be cancelled pursuant to an assignment of contract provided that absolutely no Agreement Form is still in force nor will be after an Agreement Form has been cancelled. The same requirements and formalities stipulated in this clause in relation to Agreement Forms shall apply in relation to the cancellation of this Agreement pursuant to an assignment of contract.

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**Article 13**      **Option rights**

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- 13.1. The Parties agree that Donemus will enjoy option rights to any newly published musical works for a specific period of time. This is to say that the Composer shall first offer any future musical works to Donemus for their commercial exploitation. The provisions of this Agreement shall govern the commercial expectation of such musical works.
- 13.2. These option rights shall apply for a period of three (3) years following agreement on the last Agreement Form between the Parties.
- 13.3. In the event that Donemus does not wish to publish a musical work for reasons of its own or should it fail to respond to a proposal submitted by the Composer within a period of three (3) weeks, the Composer shall be at liberty to arrange for another party to publish such musical work. Any subsequent musical work must first be offered to Donemus within the period stipulated in the foregoing clause as the case may be.

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**Article 14**      **Miscellaneous**

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- 14.1. Any amendment of this Agreement, of any supplementary provisions or of an Agreement Form which the Parties agree to in relation to a Musical Work shall only apply provided that it is recorded in writing and both Parties sign it.
- 14.2. The application of the Composer's terms and conditions, howsoever such other terms and conditions (general or otherwise) may be called and whatsoever form they may take, is explicitly precluded.
- 14.3. The nullity of any clause of this Agreement shall not mean that this entire Agreement is null and void. In the event that a clause is void, the Parties shall enter into consultation with each other for the purposes of deciding on a legally valid clause to replace it to the extent that the overall meaning of this Agreement is retained.

Donemus' initials:

Composer's initials:

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**Article 15. Choice of law and forum**

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- 15.1. This Agreement and also any contract agreed to pursuant or in relation to it, which is at any rate deemed to include the Agreement Form agreed to in respect of each Musical Work, and any other legal act shall be solely governed by and construed in accordance with the law of the Netherlands.
- 15.2. Any dispute which arises pursuant or in relation to this Agreement and/or any contract agreed to pursuant or in relation to it (or its execution), as well as any legal act, which cannot be resolved amicably, shall be solely brought before a competent court of law in Amsterdam.

THUS AGREED AND SIGNED IN DUPLICATE BY:

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**Stichting Donemus Beheer**

Name:

Date:

Place:

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**The Composer**

Name:

Date:

Place:

Donemus' initials:

Composer's initials: