

COLLABORATION AGREEMENT

In _____, on the _____ of _____,

PARTIES

On the one hand,
_____, acting on her own behalf, of legal age, with
identification number _____, residing at _____,
and with email _____

On the other hand,
_____, acting on her own behalf, of legal age, with
identification number _____, residing at _____,
and with email _____

Both parties acknowledge having the legal capacity to enter into this contract and hereby declare as follows:

RECITALS

1. Both conductors have extensive experience in conducting musical ensembles and wish to collaborate in an artistic exchange by conducting each other's ensemble or, where applicable, for only one of them to assume such direction, in accordance with the terms established in this contract.
2. The purpose of this contract is to regulate the conditions and terms under which such artistic collaboration will be carried out, ensuring reciprocity and clarity in the commitments undertaken.
3. The parties declare that they have reviewed and accepted the terms set forth in this document, agreeing to abide by the following:

CLAUSES

FIRST. PURPOSE OF THE CONTRACT

This contract aims to regulate the terms of artistic collaboration between the parties, consisting of an exchange of services between _____ and _____ or, where applicable, a unilateral collaboration by one of them, as agreed upon in this document **(MARK THE APPLICABLE OPTION).**

- ☐ **Bilateral Artistic Exchange:** Both conductors will act as guest conductors for each other's musical ensembles, assuming responsibility for rehearsals and concerts under the specific conditions established in this contract.
- ☐ **Unilateral Collaboration:** Alternatively, one of the conductors will exclusively act as a freelance conductor for the other's musical ensemble, as agreed between the parties and under the conditions detailed in this contract. In the case of unilateral collaboration, the freelance conductor shall be identified as:

Principles of Honesty, Professionalism, and Mutual Respect:

Both parties agree to act with honesty, professionalism, and mutual respect throughout the execution of this contract, fostering a harmonious and constructive collaboration environment

Commitment to Dates:

The parties expressly commit to adhering to the dates set for the commencement of rehearsals and the execution of concerts as specified in this contract. Any modifications must be agreed upon with a minimum advance notice of .

In the event of unjustified cancellation or non-compliance with the agreed dates, the responsible party shall assume the legal and financial consequences, including indemnification for damages caused to the other party.

Specifications of the Exchange or Collaboration:

- **Event or activity:**
- **Location:**
- **Dates:**
- **Financial conditions:**

SECOND. OBLIGATIONS OF THE FREELANCE CONDUCTOR

The freelance conductor undertakes full responsibility for the following actions:

- Managing the necessary legal permits to work in the country where the event will take place and bearing the associated costs.
- Ensuring compliance with applicable local tax regulations, including the declaration and payment of corresponding taxes in the host country.
- Holding liability insurance to cover potential claims arising from the event and possessing valid medical insurance with coverage in the host country.
- Retaining rights over her own interpretations, while the Principal Conductor will manage the related rights necessary for the event and temporarily transfer them; any image rights assignment shall be explicit, temporary, and limited exclusively to the event.

- Complying with all applicable labor, cultural, and contractual laws and regulations in the host country.

THIRD. OBLIGATIONS OF THE PRINCIPAL CONDUCTOR

The Principal Conductor commits to:

- Providing the freelance conductor with all necessary information for proper preparation of the event, including repertoire, schedules, logistics, and any other relevant matters.
- Ensuring access to the equipment, facilities, personnel, and resources required for conducting rehearsals and the concert.
- Securing the necessary intellectual property and related rights for the execution of compositions and use of musical performances during the event.
- Obtaining the necessary consents from performers, musicians, and other participants for the use of their image rights and personal data, in compliance with international regulations such as the GDPR.
- Ensuring that the general conditions of the event meet professional standards for the execution of the exchange or artistic collaboration.

FOURTH. TERM AND TERMINATION

This contract shall be effective for the period from the commencement of rehearsals until the conclusion of the event, as indicated.

Upon termination, each party must return any materials, resources, or information provided by the other, unless otherwise agreed.

Outstanding payments or reimbursements shall be settled within _____ of termination, if applicable.

Early termination of the contract may occur under the following circumstances:

- **By mutual agreement:** The parties may terminate the contract at any time by written agreement.
- **Due to breach:** Either party may unilaterally terminate if the other party seriously breaches contractual obligations, subject to prior written notice with a reasonable period to remedy the breach, if possible.
- **By unilateral decision:** Either party may terminate early with at least _____ written notice, assuming the resulting consequences.
- **Other cases:**
 - Force majeure: If circumstances beyond the parties' control render performance impossible.

Consequences of Early Termination:

- **Due to breach:**
 - The breaching party shall indemnify the other for damages caused, including incurred expenses, economic losses, and any other provable damage.
- **By unilateral decision without justified cause:**

- The party terminating early shall indemnify the other for damages, including incurred expenses, third-party commitments, and other attributable losses.

FIFTH. FINANCIAL CONDITIONS

1. General Expenses:

Each party shall bear its own expenses arising from the collaboration, including but not limited to:

- Travel, accommodation, and meals
- Personal and liability insurance.
- Administrative and tax-related procedures.

2. Remuneration:

Each party's remuneration shall correspond to their participation in the musical performance and shall be managed by the relevant contracting entity, according to the agreed terms.

3. Additional Agreements:

Any additional financial agreements (such as reimbursements or cost-sharing) must be documented in writing and signed by both parties to be valid.

4. Taxes and Deductions:

Each party shall be responsible for fulfilling tax obligations arising from payments and benefits obtained under this contract.

SIXTH. CONFIDENTIALITY

1. Confidentiality Commitment:

Both parties undertake to maintain strict confidentiality regarding all information exchanged in connection with this collaboration, including but not limited to:

- Details of the musical repertoire.
- Information about the orchestras, teams, musicians, and personnel involved.
- Technical, logistical, and financial aspects of the event.
- Any other information identified as confidential or whose nature implies a reserved character.
- The confidentiality commitment established in this contract, including its existence, terms, and conditions, shall not be disclosed to third parties without the express prior written consent of the other party.

2. Exclusions from the Confidentiality Commitment:

Information shall not be considered confidential if:

- It is publicly available or becomes public without breaching this contract.
- It was known to the receiving party before being disclosed by the other party.

- It was lawfully acquired from sources other than the disclosing party, without restrictions.
- It is disclosed by one of the parties regarding itself.
- It must be disclosed by legal mandate, court order, or by a competent authority.

3. Use and Protection of Confidential Information:

Confidential information may only be used by the parties for the purposes specified in this contract.

Neither party may disclose such information to third parties without the prior written consent of the other party.

Both parties shall take all reasonable and necessary measures to ensure the security and confidentiality of the information, including restricting access to unauthorized personnel and implementing technological protection measures.

4. Duration of the Confidentiality Commitment:

The confidentiality obligation shall remain in force indefinitely unless the parties expressly agree in writing to make specific information public.

5. Return or Destruction of Confidential Information:

Upon termination of this contractual relationship, the parties shall have a period of 10 calendar days to return all confidential information to the disclosing party or proceed with its destruction if so requested.

In the event of destruction, a secure and irreversible procedure must be ensured.

6. Breach of the Confidentiality Commitment:

Any violation of this clause by either party shall entitle the other party to take legal action under Spanish Law 1/2019, of February 20, on Trade Secrets, or any other applicable equivalent legislation.

Additionally, compensation may be claimed for damages resulting from the breach.

SEVENTH. INTELLECTUAL PROPERTY AND RELATED RIGHTS

• **Rights over Musical Compositions:**

If necessary, the Principal Conductor shall grant the Freelance Conductor the intellectual property rights over the compositions strictly required for the execution of this contract and only for its duration.

• **Related Rights of Performers and Musicians:**

The necessary rights shall be temporarily transferred to the Freelance Conductor solely for the use required during the event covered by this contract.

- **Intellectual Property Rights over Additional Materials:**

If either party provides the other with materials protected by intellectual property rights (such as scores, arrangements, working methods, or technical documents), the rights granted shall be non-exclusive and limited to:

- Their reproduction, distribution, public communication, and transformation solely for the execution of this contract.
- The duration and territorial scope of this assignment shall correspond to the duration of the contract and the necessary geographic area for the effective exercise of the assigned rights.

- **Materials Generated During the Collaboration:**

Any derivative material created by the Freelance Conductor in the performance of her duties under this contract (including arrangements, annotations, or adaptations) may be used by the Principal Conductor for the purposes provided in this contract, subject to the explicit prior written authorization of the Freelance Conductor. If such materials are to be assigned, the conditions must be expressly stipulated in this contract or in an annex signed by both parties.

- **Legal Compliance:**

Both parties guarantee compliance with applicable international intellectual property regulations, including the Berne Convention and other relevant provisions in the country where the collaboration takes place.

EIGHTH. DATA PROTECTION

1. Regulatory Compliance:

Both parties undertake to comply with applicable regulations on personal data protection, including but not limited to:

- Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 (General Data Protection Regulation – GDPR)
 - In the case of collaboration with participants from other territories, any equivalent applicable regulation, such as the California Consumer Privacy Act (CCPA).
- Neither party shall assume liability for breaches of data protection laws committed by the other party.

2. Personal Data of the Contracting Parties:

The personal data collected in this contract and those generated during its validity shall be incorporated into the respective records held by each party, solely for the purpose of managing and developing the contractual relationship.

Each party shall guarantee the rights of access, rectification, erasure, objection, restriction, and portability to data subjects, who may exercise them by written communication addressed to the designated notification address in this contract.

3. Processing of Personal Data Related to the Collaboration:

The Principal Conductor shall be responsible for obtaining the necessary consents from performers, musicians, and other members of her musical ensemble for the use of their personal data, images, and related rights in connection with the event. Once obtained, the Principal Conductor shall transfer such consents to the Freelance Conductor, ensuring they comply with applicable international regulations and

permitting their use exclusively for the purposes of this contract. These data may only be used by the Freelance Conductor for the purposes outlined in this contract, shall be securely stored, processed in accordance with the principles of minimization and proportionality, and deleted or returned to the respective party upon conclusion of the collaboration.

4. Processing of Images and Recordings:

If the event is recorded or images of participants are used, the Principal Conductor shall ensure that:

- The necessary consents are obtained in compliance with applicable regulations.
- The image rights of participants are respected, limiting the use of recordings to the scope and duration of this collaboration.
- Where necessary, a clear privacy policy is provided to inform participants on how their data and images will be used.

5. Liability for Non-Compliance:

Failure to comply with data protection provisions shall result in compensation for damages suffered by the affected party, without prejudice to any applicable legal actions.

NINTH. SUBCONTRACTING

Given the highly personal nature of this collaboration, which is based on mutual trust between the parties, the services covered by this contract may not be subcontracted, delegated, or transferred to third parties under any circumstances.

Each party shall be directly responsible for fulfilling the tasks and obligations undertaken in this contract. If a party is unable to fulfill any of its obligations, it must immediately notify the other party to seek a joint solution, without delegating responsibilities to third parties.

TENTH. LIABILITY

1. Liability for Breach:

If either party negligently breaches the obligations established in this contract and causes damage to the other, it shall be liable to compensate for the damages suffered. The affected party must demonstrate a direct causal link between the breach and the damage incurred.

2. Exclusion of Liability:

No compensation shall be claimed if the breach occurs due to force majeure or an unforeseeable event that makes it reasonably impossible to fulfill the contractual obligations. Force majeure events include, but are not limited to, natural disasters, pandemics, armed conflicts, and other unforeseen and unavoidable circumstances.

3. Liability for Third-Party Damages:

Each party shall be liable for damages caused to third parties that result directly from errors, negligence, or breaches committed under this contract.

In the case of the Freelance Conductor, she shall be liable if her actions result in:

- Damage to the reputation, property, or rights of the Principal Conductor or the musical ensemble.
- Claims related to the unauthorized use of copyrights, related rights, or image rights.

4. Limitation of Liability:

Neither party shall be liable for indirect or consequential damages unless expressly agreed otherwise in the contract.

5. Indemnification:

The breaching party shall compensate the other for the damages caused, including reasonable expenses incurred by the affected party in defending its rights, such as legal costs.

ELEVENTH. NATURE OF THE CONTRACTUAL RELATIONSHIP

This contract is of a commercial nature and shall be governed by its specific clauses. In matters not provided for herein, the commercial or civil law of the country agreed upon by the parties as the applicable legislation shall apply, or, in its absence, the law determined in accordance with the relevant international conventions.

Under no circumstances shall there be an employment relationship between the parties or with any third parties they may designate. Both parties shall act independently, assuming full responsibility for their own tax, labor, and social security obligations as independent business entities or professionals.

TWELFTH. APPLICABILITY OF THE CONTRACT IN CASE OF PARTIAL INVALIDITY

If any provision of this contract is declared invalid, illegal, or unenforceable, the remaining clauses shall remain in full force and effect unless the affected provision is essential. In such a case, the parties undertake to negotiate in good faith a substitute clause that respects the original intent, complies with applicable law, and maintains the contractual balance. Until such an agreement is reached, the applicable legal provisions shall supplement the interpretation of the contract.

THIRTEENTH. NOTIFICATIONS

All notifications between the parties shall be made to the physical or electronic addresses indicated in the heading of this contract, using means that certify the sending, receipt, and content of the communication, such as certified mail, burofax, or email with read receipt confirmation, unless otherwise agreed by the parties. Any change in the addresses must be notified through the same means, and notifications sent to the original addresses shall remain valid until such modification is communicated.

FOURTEENTH. DISPUTE RESOLUTION

1. Applicable Law:

This contract shall be governed by the law agreed upon by the parties, provided that applicable international conventions permit such choice. In the absence of an agreement, the law determined by such conventions based on the circumstances of the collaboration shall apply.

2. Amicable Settlement:

The parties undertake to resolve any disagreements arising from the interpretation or execution of this contract amicably. If no agreement is reached within 30 days from the commencement of negotiations, the parties may resort to the mechanisms described below.

3. International Arbitration [VOLUNTARY]

☐ The parties agree to submit any dispute to binding arbitration administered by a recognized mediation or arbitration institution, such as the American Arbitration Association (AAA) or an equivalent entity.

The arbitration shall be conducted in _____ and shall take place at a mutually agreed location, or in its absence, via videoconference.

The arbitrator's decision shall be final and binding on both parties.

4. Judicial Jurisdiction:

Where permitted by applicable international conventions, the parties may agree to submit any dispute to the courts they deem competent. In the absence of an express agreement, judicial jurisdiction shall be determined in accordance with the provisions of applicable international conventions.

5. Contract Language:

This contract is drafted in English. Any translation shall be for informational purposes only, and in the event of a discrepancy, the original version shall prevail.

SIGNATURE

Thus, both parties sign this collaboration agreement in duplicate and for a single purpose, on the date and at the place indicated in the heading.

For the Principal Conductor:

Name: _____

Signature: _____

For the Freelance Conductor:

Name: _____

Signature: _____