

AGREEMENT

Between¹:

Mr./Ms., domiciled in Street,
number, building., entrance., floor, apt., district/
..... County, holder of Identity Card series no., issued by
....., on,

acting as AUTHOR of the song entitled, which I have
sent to SRTv on CD or by e-mail to participate in the National Pre-selection and Selection of
Eurovision 2017, hereinafter referred to as the AUTHOR,

Mr./Ms., domiciled in Street,
number, building., entrance., floor, apt., district/
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acting as AUTHOR of the song entitled, which I have
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acting as AUTHOR of the song entitled, which I have
sent to SRTv on CD or by e-mail to participate in the National Pre-selection and Selection of
Eurovision 2017, hereinafter referred to as the AUTHOR,

¹ to be filled in by all the authors and performers

and

Mr./Ms., domiciled in,
Street, number, building., entrance., floor, apt., district/
..... County, holder of Identity Card series no., issued by
....., on,

acting as PERFORMER of the song entitled, which the
AUTHOR has sent to SRTv nominating the PERFORMER to participate in the National Pre-selection
and Selection for Eurovision 2017, hereinafter referred to as the PERFORMER,

Mr./Ms., domiciled in,
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....., on,

acting as PERFORMER of the song entitled, which the
AUTHOR has sent to SRTv nominating the PERFORMER to participate in the National Pre-selection
and Selection for Eurovision 2017, hereinafter referred to as the PERFORMER,

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acting as PERFORMER of the song entitled, which the
AUTHOR has sent to SRTv nominating the PERFORMER to participate in the National Pre-selection
and Selection for Eurovision 2017, hereinafter referred to as the PERFORMER,

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and Selection for Eurovision 2017, hereinafter referred to as the PERFORMER,

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..... County, holder of Identity Card series no., issued by
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acting as PERFORMER of the song entitled, which the
AUTHOR has sent to SRTv nominating the PERFORMER to participate in the National Pre-selection
and Selection for Eurovision 2017, hereinafter referred to as the PERFORMER,

Whereas the AUTHOR, based on the prior consent given by the PERFORMER, has selected
Mr./Ms. to perform the song entitled
....., in the National Pre-selection and Selection for Eurovision 2017,
and, in case of winning the National Selection, to also perform the song in the semifinal and the final
of Eurovision 2017 which is to take place in Ukraine in the period 09, 11 and 13 May 2017;

Whereas the AUTHOR has sent to SRTv the song entitled....., recorded on a CD or by e-mail in order to enter the National Pre-selection and Selection for Eurovision 2017, events organized by SRTv, nominating Mr./Ms..... as PERFORMER,

The Parties have agreed upon the following:

1. – The AUTHOR confirms the nomination of Mr./Ms..... as PERFORMER of the song entitled....., who understands to participate in the National Pre-selection and Selection for Eurovision 2017, organized by SRTv, and also, in case of winning the National Selection, to participate in the semifinal and the final of Eurovision 2017 which is to take place in Ukraine in the period 09, 11 and 13 May 2017. The melodic line and the orchestration of the song can only be changed with the consent or upon the request of SRTv.

2. –The PERFORMER consents and firmly undertakes towards both the AUTHOR and SRTv to perform the song entitled, composed by the AUTHOR, in the National Pre-selection and Selection for Eurovision 2017, organized by SRTv, and, in case of winning the National Selection, to also perform the song in the semifinal and the final of Eurovision 2017 which is to take place in Ukraine in the period 09, 11 and 13 May 2017.

3. –The PERFORMER has been informed about the conditions in which the National Pre-selection and Selection will be carried out, according to the provisions of the Regulation, and he/she undertakes to fully comply with those provisions.

4. – Both the AUTHOR and the PERFORMER undertake towards SRTv with regard to the performance of the song entitled, in the National Pre-selection and Selection for Eurovision 2017 and, in case of winning the National Selection, with regard to the performance of the song in the semifinal and the final of Eurovision 2017 which is to take place in Ukraine in the period 09, 11 and 13 May 2017and, according to the Regulation, they undertake to enter the contest with the song composed by the AUTHOR and performed by the PERFORMER.

5. – By signing this Agreement, both the AUTHOR and the PERFORMER agree that each of them is directly liable to SRTv for his/her own obligations.

6. – If the AUTHOR withdraws the song entitled..... from the National Selection for Eurovision 2017, from the semifinal or the final of Eurovision 2017 which is to take place in Ukraine in the period 09, 11 and 13 May 2017, for any reasons except in circumstances of force majeure, he/she binds to promptly pay SRTv an indemnification of EUR 100,000, without any further formalities or any notice of default or court intervention being required. If the song qualifies for the international contest and is withdrawn before 13 May 2017, the AUTHOR undertakes to also bear all the costs of promotional materials, films, radio broadcasts, distribution and promotion of the song.

7. – If the PERFORMER refuses to perform the song entitled.....
in the National Selection for Eurovision 2017, in the semifinal or the final of Eurovision 2017 which is to take place in Ukraine in the period 09, 11 and 13 May 2017, he/she binds to promptly pay SRTv an indemnification of EUR 100,000, any further formalities or any notice of default or court intervention being required. In addition, he/she shall bear all the costs incurred by TVR in organizing the National Pre-selection and Selection, as well as the material damage claimed by EBU. In case of force majeure, the PERFORMER may be replaced with the agreement of SRTv, no damages being claimed.

8. – If the PERFORMER, in case he/she is the WINNER OF THE National Selection Eurovision 2017, fails to be present at the time when the award is announced and handed at the place of transmission, he/she binds to promptly pay SRTv an indemnification of EUR 100,000, without any further formalities, this clause being a penalty clause. In case of force majeure, the PERFORMER may be replaced with the agreement of SRTv, no damages being claimed.

AUTHOR,

PERFORMER,
