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Gesellschaft für Leistungsschutzrechte  
 Société pour les droits voisins  
 Società per i diritti di protezione affini  
 Societad per ils dretgs vischins

Our reference: <<INDVID>> - 11e

# Rights Administration Agreement

for Phonogram Producers (Principals; acquired rights, national assignment)

## and/or Agreement for Parties entitled to collect remuneration for Phonogram Producers

between  <b>SWISSPERFORM</b> Collecting society for neighboring rights Kasernenstrasse 23 8004 Zurich	and  <<CONTRACT_NAME>> <<CONTRACT_NAME2>> <<CONTRACT_STRASSE>> <<CONTRACT_STRASSE2>> <<CONTRACT_PLZ>> <<CONTRACT_ORT>> <<CONTRACT_COUNTRY>>  SWP contract no.: <<SWPNR>>  hereinafter referred to as "the Principal" and/or "Party entitled to collect"
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### Information on the contracting party

Delete and adjust as appropriate. Please fill in any missing information. Should you require more space for additional information, please write down on a separate sheet. Please leave fields empty if not applicable.

#### I. General information on the Principal and/or Party entitled to collect

##### a) Personal data / Company information

Nationality / registered office: <<NATIONALITAET>> \_\_\_\_\_

Date of birth / of incorporation: <<GEBURTSDATUM>> \_\_\_\_\_

Legal Form of the company: <<RECHTSFORM>> \_\_\_\_\_

Phone no.: <<TELEFON>> \_\_\_\_\_

Mobile phone no.: <<MOBIL>> \_\_\_\_\_

Fax: <<FAX>> \_\_\_\_\_

E-mail: <<EMAIL>> \_\_\_\_\_

Website: <<WEBSEITE>> \_\_\_\_\_



**b) Information on the representative (if existing)**

Name: <<AGENT\_NAME>> \_\_\_\_\_

Name affix: <<AGENT\_NAME2>> \_\_\_\_\_

Address: <<AGENT\_STRASSE>> \_\_\_\_\_

Addition: <<AGENT\_STRASSE2>> \_\_\_\_\_

Postal code: <<AGENT\_PLZ>> \_\_\_\_\_

Town: <<AGENT\_ORT>> \_\_\_\_\_

Country: <<AGENT\_COUNTRY>> \_\_\_\_\_

Phone no.: <<AGENT\_TELEFON>> \_\_\_\_\_

Mobile phone no.: <<AGENT\_MOBIL>> \_\_\_\_\_

Fax: <<AGENT\_FAX>> \_\_\_\_\_

E-mail: <<AGENT\_EMAIL>> \_\_\_\_\_

Website: <<AGENT\_WEBSEITE>> \_\_\_\_\_

**c) Recordings**

Please notify us recordings for which you claim remuneration (including potential representations of other producers by you), under  
www.swissperform.ch --> Phonogram producers --> Notification of recordings

Producers with nationality or registered office in Switzerland or Liechtenstein additionally receive remuneration based on their turnover. Please notify us your sales on the notification form under  
www.swissperform.ch --> Phonogram producers --> Declare your sales

**d) Member of the following foreign collecting societies for neighboring rights**

Name of society: \_\_\_\_\_

Member since: \_\_\_\_\_

For which country/territory: \_\_\_\_\_

## II. Information concerning the distribution of proceeds

### a) Payment instructions

Financial institution: \_\_\_\_\_

Account no.: \_\_\_\_\_

Account holder: \* \_\_\_\_\_

IBAN no.: \* \_\_\_\_\_

BIC / SWIFT code: \*\* \_\_\_\_\_

\* Mandatory field

\*\* Mandatory field if payment abroad

### b) Information concerning VAT\*

The following information on the Principal and/or Party entitled to collect has been entered in the register of the Federal Tax Administration:

VAT no.: \_\_\_\_\_

Description: \_\_\_\_\_

\* VAT may become due for one or several of the following reasons: annual revenue that is not exempt from tax (currently CHF 100,000.00); waiving tax exemption, or opting in for taxation of e.g. cultural services.

· Please keep us updated at all times of any future changes of this information.

· **Please sign this agreement at the end.**

## A. Contractual Provisions for Principals

### 1. Assignment of rights and administering obligations

During the term of this Agreement, the Principal authorizes SWISSPERFORM to administer the existing and future neighboring rights or claims to remuneration, managed by a collecting society or otherwise collectively administered, that he/she is entitled to as a producer pursuant to the provisions of the Swiss Federal Law on Copyright and Neighboring Rights (URG).

To the extent necessary, the Principal assigns the following rights or claims to remuneration to SWISSPERFORM and entrusts SWISSPERFORM with their administration, pursuant to the provisions of the statutes, regulations and the Rights Administration Agreement. SWISSPERFORM accepts this assignment.

- a) **Rebroadcasting broadcasts simultaneously and without alteration (Art. 22 in connection with Art. 38 URG);**
- b) **Public reception of broadcasts (Art. 22 in connection with Art. 38 URG);**
- c) **Use of commercially available phonograms or videograms pursuant to art. 35 URG;**
- d) **Rental of phonograms and videograms (Art. 13 in connection with Art. 38 URG);**
- e) **Production or import of blank media and other storage media or devices suitable for the fixation of recordings (Art. 20 para. 3 in connection with Art. 38 URG);**
- f) **Use of recordings for educational purposes (Art. 19 and Art. 20 para. 2 in connection with Art. 38 URG);**
- g) **Use of recordings for internal information and documentation in enterprises (Art. 19 and Art. 20 para. 2 in connection with Art. 38 URG);**
- h) **Having copies made by third parties for private use and third party-provision of copying facilities and storage capacity for private use (Art. 19 and Art. 20 para. 2 in connection with Art. 38 URG);**
- i) **Use of broadcasting organisations' archived recordings (Art. 22a in connection with Art. 38 URG);**

- j) **Making available of broadcast recordings (Art. 22c in connection with Art. 38 URG);**
- k) **Reproducing commercially available phonograms and videograms for broadcasting purposes (Art. 24b in connection with Art. 38 URG);**
- l) **Reproducing published recordings in a form which is accessible to people with disabilities (Art. 24c in connection with Art. 38 URG);**
- m) **the rights or claims to remuneration for all other uses for which the law prescribes collective administration.**

## 2. Territorial scope of Rights Assignment

SWISSPERFORM administers the Rights assigned to it in Switzerland and Liechtenstein (to the extent provided for in Liechtenstein, and a decision to that effect has been passed by the Board of Directors of SWISSPERFORM).

## B. Contractual Provisions for Parties entitled to collect

### 1. Valid authorization to collect

The undersigned declares that it **holds the rights** to the reported recordings and that he/she is thus **entitled to collect** the SWISSPERFORM remunerations.

### 2. Assurance

The party entitled to collect assures that it holds the rights to the claimed recordings and that it is thus entitled to collect the SWISSPERFORM remunerations. Moreover, it assures that it declares its entitlement only with respect to protected recordings (term of protection has not expired pursuant to Article 39 URG and compliance with the reservation of reciprocal rights pursuant to Art. 35 para. 4 URG).

### 3. Indemnification

The party authorized to collect shall fully indemnify SWISSPERFORM and hold SWISSPERFORM harmless for any claims of third parties with respect to producers' rights with regard to certain recordings.

## C. Contractual Provisions for Principals and/or Parties entitled to collect

### 1. General Terms for the Administration of Rights

The details and reciprocal rights and obligations of this Agreement are contained in the enclosed **General Terms for the Administration of Rights**, which form an **integral part of this Agreement**.

With his/her signature, the Principal and/or Party entitled to collect confirms to have **read** and **understood** and to **accept** the enclosed General Terms for the Administration of Rights.

### 2. Amendments to the General Terms for the Administration of Rights

SWISSPERFORM is entitled to make **amendments** to the General Terms for the Administration of Rights at any time. In order for such changes to be legally binding, they must be passed by both SWISSPERFORM's Board of Directors and the relevant expert committees. SWISSPERFORM will provide the Principals and/or Parties entitled to collect with the amended General Terms for the Administration of Rights, either by mail or by e-mail at least 60 days before their effective date. Should a Principal and/or Party entitled to collect **not agree** with the amendments, he/she is entitled to **terminate** this Agreement **within 30 days of receipt** of the amended General Terms for the Administration of Rights, this termination becoming effective on the last day before the amendments enter into force. Should the Principal and/or Party entitled to collect **not** make use of the right to terminate this Agreement, the amendments to the General Terms for the Administration of Rights will be considered **approved** by the Principal and/or Party entitled to collect and will be **binding** for both contracting parties as of the effective date.

### 3. Applicable law and place of jurisdiction

This Agreement shall be governed by substantive **Swiss Law**.

If the Principal and/or Party entitled to collect resides abroad or has its registered office abroad, **Zurich** is the essential place of performance and the sole **place of jurisdiction** for any disputes that may arise from this Agreement. Otherwise, statutory jurisdiction applies.

\_\_\_\_\_  
Place, date

Zurich, \_\_\_\_\_

\_\_\_\_\_  
Signature of the Principal  
and/or Party entitled to collect

\_\_\_\_\_  
SWISSPERFORM, Poto Wegener, Managing Director

SAMPLE