

Reference -10E
Member no.



- Please fill out the form in full and return it by e-mail.
- Agencies: Please enclose a power of attorney and an official copy of the artist's ID.
- After verification by SWISSPERFORM, you will receive an e-mail with the invitation to sign electronically.

Rights Administration Agreement

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

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

between

SWISSPERFORM
Collecting society for neighboring rights
Kasernenstrasse 23
8004 Zurich

and

First name

Name

Street, no

Address suffix

Postcode, town

Country

I. General information on the Principal

a) Personal data / Company information

Nationality / registered office _____

Date of birth / of incorporation _____

Legal Form of the company _____

Phone _____

Mobile _____

E-mail _____

Website _____

b) Information on the representative (if existing)

First name _____	Name _____
Name affix _____	Street, no _____
Address suffix _____	Postcode _____
Town _____	Country _____
Phone _____	Mobile _____
E-mail _____	Website _____

c) Recordings

To report your claims to us for recordings or to receive remuneration based on your sales reports click the button.

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 Member information 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.-); waiving tax exemption, or opting in for taxation of e.g. cultural services.

Sample

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 world-wide, 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 now or in the future collective administration.**

2. Possible territorial restriction

The Principal **may restrict** the territory of the assignment of rights or claims to remuneration by choosing **one** of the three following options. Such restriction results in SWISSPERFORM neither being authorized nor instructed to administer the Principal's rights or claims to remuneration via its sister societies in the countries this restriction applies to. As a consequence, the Principal is also **not entitled to any higher remuneration** that may arise due to compensation of foreign uses based on so-called non-exchange agreements with sister societies abroad.

Check **one** of the two options.

The Principal does **not** apply **restrictions to any territories**.

The Principal applies **restrictions to certain territories**, according to one of the following three options:

Option 1: «World-wide minus»

The Principal **excludes** the following countries from the assignment of rights or claims to remuneration:

Option 2: «Regional plus»

The Principal **restricts** the assignment of rights or claims to remuneration to **Switzerland, Liechtenstein and the following countries**:

Option 3: «Regional»

The Principal **restricts** the assignment of rights or claims to remuneration to **Switzerland and Liechtenstein**.

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.

- Agencies: Please enclose a **power of attorney** and an **official copy of the artist's ID**.
You do not need to sign the contract now.
- After verification by SWISSPERFORM, you will receive an invitation for electronic signature.