

RIGHTS ADMINISTRATION AGREEMENT PUBLISHERS



between

FIRMENNAME
ANDREDE VORNAME NAME
ADRESSE
PLZ ORT
LAND

E-MAIL

hereafter referred to as the "Publisher"

and

SUISA

Swiss Cooperative Society for Authors and Publishers of Music
Bellariastrasse 82, PO Box 782, CH-8038 Zurich

SPECIMEN

A. Rights Administration Agreement and General Terms and Conditions for Rights Administration

By this Agreement, the Publisher instructs SUISA to manage the rights in musical works in respect of which he has concluded or will conclude a publishing, sub-publishing, or co-publishing agreement.

The particulars and reciprocal rights and obligations of the parties to the Rights Administration Agreement are regulated by the attached **General Terms and Conditions for Rights Administration** (edition of 1.1.2013) which form an **integral part** of this Agreement.

By his signature, the Publisher confirms that he has **read and understood**, and that he **accepts**, the attached General Terms and Conditions for Rights Administration.

In signing this Agreement, the Publisher or the undersigned person(s), as the case may be, confirm(s) that he/they are **entitled to sign** this Agreement, that he/they is/are **over 18** and of **sound mind** and – if the Publisher is a legal person – that he/they are **empowered to sign** on behalf of the Publisher.

B. Amendment of the General Terms and Conditions for Rights Administration

The Board of SUISA may **amend** the General Terms and Conditions for Rights Administration from the start of any calendar year. SUISA shall communicate the amended General Terms and Conditions for Rights Administration to the Publisher by electronic mail or by post. If the Publisher **does not agree** with the amendments, he may **terminate** the Rights Administration Agreement **within 90 days** of receiving the amended General Terms and Conditions, effective on the date the new General Terms and Conditions come into force. If the Publisher **does not avail himself** of the right to terminate the Agreement, he shall be deemed to have **accepted** the amended General Terms and Conditions, which shall thus be **valid and binding** on both parties.

C. Rights excluded from administration by SUISA

Der The Publisher may exclude certain groups of rights from the assignment to SUISA. This means that the excluded rights will not be managed by SUISA, or on SUISA's instructions, in Switzerland or abroad, and

that the Publisher will not receive the corresponding royalties from SUISA. The Publisher will have to assert those rights himself, or instruct another society to do so on his behalf. *

The following groups of rights may be excluded:

- a. the right to perform musical works in any way whatsoever, the right to show audio-visual or multi-media works containing musical works, the right to make musical works perceptible elsewhere and the right to record musical works for that purpose (performance right);
- b. the right to broadcast musical works by radio, television or other similar means, terrestrially or via cable or satellite and the right to record musical works for that purpose, the right to rebroadcast and to make the musical works contained in such broadcasts perceptible (broadcasting and rebroadcasting right, and public reception right, including simulcasting);
- c. the right to make musical works available on the internet or on other networks so that they may be accessed by members of the public from a place and at a time individually chosen by them, and to record and store musical works for that purpose (online right);
- d. the right to record and distribute musical works on phonograms, videograms and other data carriers (mechanical rights; this exception does not apply to recordings made for performance and broadcasting purposes, or for the purpose of making available).

The Publisher excludes the following groups of rights: _____

D. Excluded territories

The Publisher may exclude individual countries from the assignment of his rights to SUISA. That means that in the excluded territories his rights will not be managed by SUISA or by the relevant sister society on SUISA's instructions. In the excluded territories, the Publisher will have to assert those rights himself or instruct another society to do so.

The Publisher excludes the following territories: _____

E. Synchronisation right

The synchronisation right (see point 3.1 (g) of the General Terms and Conditions for Rights Administration) is basically regulated by the special provisions set forth in points 3.7 and 3.8 of the General Terms and Conditions for Rights Administration.

SUISA is aware that:

- sometimes publishers cannot negotiate the synchronisation right before consulting the original right-holders (authors); or
- sub-publishers often cannot negotiate with regard to entire sub-publishing catalogues without first consulting the original publisher.

Accordingly, in order to simplify administrative procedures, the Publisher may inform SUISA below if it intends to exercise its right of revocation in all cases. In that case, SUISA will inform users applying for a licence that the synchronisation right and the corresponding invoicing, is exercised by the Publisher.

The Publisher exercises his right of revocation in every case: **yes**

On its invoices, the Publisher will explicitly reserve the performance, broadcasting and mechanical rights managed by SUISA.

F. Supplemental provisions

In all other respects, the Publisher's relationship with SUISA is governed by the Swiss Code of Obligations (especially the provisions concerning mandates), Swiss Civil Code, Articles of Association and regulations of SUISA and the SUISA Pension Fund for Authors and Publishers which form an integral part of the Rights Administration Agreement and which may be amended at any time by the General Meeting the Board, as the case may be.

* **NB:** The law severely restricts the possibility for publishers to exclude rights from assignment to SUISA. According to Article 40(3) of the Federal Copyright Act, only the author or his estate may themselves manage the exclusive rights which are subject to federal regulation in Switzerland (the same applies in Liechtenstein under Article 50(1) of the Liechtenstein Copyright Act and Article 17(3) of the Liechtenstein Ordinance on copyrights). Therefore, publishers cannot manage such rights themselves in Switzerland and Liechtenstein.

G. Applicable Law and Jurisdiction

This Agreement is exclusively governed by **Swiss law**.

For Publishers whose principal place of business or residence is abroad, the parties agree that **Zurich is the place of exclusive jurisdiction** and performance.

This Agreement has been made in two originals.

Zurich/Lausanne/Lugano,

Place, date _____

SUISA

Publisher

(The English-language version of this Agreement has been translated for your convenience from the German-language original. In case of discrepancies, the German-language original shall prevail.)