

VG MUSIKEDITION



**- Collecting Society -
Granted Association with Legal Capacity**

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R I G H T S A G R E E M E N T

(version dated 07/12/2021)

The Rights agreement is available in German and in English. In case of inconsistencies between the German and the English version, the German version shall prevail.

Between

.....
 Author/Editor (Chamber I)

.....
 Publisher (Chamber II)

.....
 Librettist or Lyricist/Composer (Chamber III)

Please indicate chamber affiliation by ticking the relevant box! Affiliation is possible to one chamber only.

.....
(House number / Street)

.....
(Place / Postal code)

– hereinafter called *Beneficial Owner* –

and

VG MUSIKEDITION
Verwertungsgesellschaft - Rechtsfähiger Verein kraft Verleihung
Friedrich-Ebert-Straße 104, 34119 Kassel

– hereinafter called *VG Musikedition* –

represented by its Managing Director.

A Transfer of rights

Art. 1

1. The Beneficial Owner hereby transfers to VG Musikedition as trustee for all countries all rights of copyright and ancillary copyright to which the Beneficial Owner is currently entitled or which accrue or devolve or re-accrue or re-devolve to or upon him/her or which he/she may otherwise acquire during the term of this agreement within the scope as set forth in detail in Arts. 2 and 3 hereof for safeguarding by VG Musikedition in accordance with the provisions of this agreement.
2. All rights and powers transferred pursuant to Arts. 2 and 3 hereof are only transferred subject to the proviso that rights and other powers already granted to GEMA shall remain unaffected.
3. The following rights and claims in particular are hereby transferred (Arts. 2 and 3):

Art. 2 Graphic Reproduction / Art. 46 UrhG, Art. 60a ff UrhG [German Copyright Act] und other Royalty Claims

I. The right of reproduction of graphic records of works of music (Art. 16 Para. 1 UrhG) by means of photocopying or similar photographic methods as well as by means of digital reproduction and storage (by using digital storage and reproduction media) for private or other own use, though only for purposes of being collectively safeguarded vis à vis identifiable or established groups of persons, such as:

- a) in school lessons (including the preparatory and follow-up work required for the lesson as well as for use in elective subjects or other events organised by the school)
- b) in child-care facilities,
- c) in adult education centres,
- d) in non-commercial basic and further training institutions,
- e) in vocational training institutions in the quantity necessary for a school class (class size),
- f) for state examinations at schools, universities or non-commercial basic and further training institutions in the quantity necessary therefore (examination group size),
- g) for congregational singing (collective singing) in religious services, events similar to religious services and other church events, here extending to the transfer of rights to the right of incorporeal reproduction (showing it on a screen or with Beamer) as well as the right of making the religious service publicly accessible,
- h) in family education centres, nursing homes for the elderly and other welfare facilities, hospitals as well as other health and care facilities,
- i) in prisons and correctional facilities,
- j) with regard to small works (max. duration 5 minutes) and parts of works and/or editions of music (max. 20 % of the entire work and/or the entire edition) to music schools and music teachers if the reproductions
 - aa) are made by an employee of the music school or music teacher and passed on exclusively and free of charge to learners at the music school, the teachers or jurors at school competitions for their sole use and
 - bb) made from an original edition.

II. The rights, powers and claims as set forth in Para. 1 above shall likewise be deemed transferred insofar as the royalty claims can legally only be asserted by a copyright association for purposes of collectively safeguarding them vis à vis manufacturers and/or importers and/or operators of devices, which are fit for or intended for making reproductions by means of photocopying or other such like photographic methods and/or are held available for charge (Art. 54h UrhG).

III. Also transferred are the rights

- a) pursuant to Art. 46 Para. 3 UrhG (collections for religious use) and the royalty claims pursuant to Art. 27, Art. 45a Para. 2, Art. 45c Para. 4, Art. 46 Para. 4, Art. 54 Para. 1, Art. 54b Para. 1, Art. 54c Para. 1, Art. 54e, Art. 54f, Art. 60a, Art. 60b, Art. 60c, Art. 60d, Art. 60e, Art. 60f, Art. 60h and Art. 137 I Para. 5 UrhG, and according to Art. 4 Para. 3, Art. 5 Para. 2 and Art. 12 Para.1 UrhDaG [Act on the Copyright Liability on Online Content Sharing Providers].
- b) to copy and disseminate graphic recordings of works of music in collections for use in religious institutions, schools and lessons that are put into circulation in Austria and Switzerland provided they fulfil the requirements of Art. 46 UrhG resp. Art. 60b UrhG,

- c) to copy, disseminate and give public access to graphic recordings of works of music for the inclusion in collections pursuant to Art. 60b UrhG.

IV. Not transferred within the scope of the uses set forth in the foregoing paragraphs are the rights of graphic reproduction of complete editions (volumes, booklets) as well as the graphic reproduction of borrowed or hired editions or parts thereof.

V.

The right of reproduction according to Art. 16 UrhG as well as the right of making lyrics available to the public according to Art. 19a UrhG and the right of broadcasting according to Art. 20 UrhG exclusively in connection with the broadcast of or public accessibility to so-called television church services and the like.

VI. The right to make graphic recordings of works of music (in particular, scores) available to the public on platforms (services in terms of Art. 2 Para.1 UrhDaG) in such a way (communication to the public in terms of Art. 1 Para. 1 UrhDaG) that they are accessible to members of the public at places and times of their choice. This includes interactive online use by way of streaming and the option of downloading, for mobile internet usage, for usage on music sharing systems and for usage on services for sharing online content including actions that are performed by end users of these services. The transfer of rights according to this paragraph also includes the right to perform the technical processes and other reproductions that are required for the purpose of transmission and public accessibility.

This transfer of rights only occurs to the extent that making graphic recordings of works of music accessible on services in terms of Art. 2 Para. 1 UrhDaG occurs concurrently with the performance (making it accessible to the public) of the sound of the music on the services mentioned in Art. 2 Para. 1 UrhDaG.

In addition, this transfer of rights only occurs if the users of the service who uploaded the graphic recordings are not acting on the basis of a commercial activity or not generating a substantial income with their activity.

The right of the creators to proceed in their own name against a breach of their moral rights regarding the use of services for sharing online content also remains with the beneficiary at all times.

VII. the right to reproduce out-of-print works in digital form and to make digital copies of out-of-print works available to the public. In the case of works that appeared after 31/12/1965 or that are to be used for commercial purposes, the exercise of this right by VG Musikedition is subject to the proviso of prior approval from the holder of the rights. Rights granted can be revoked at any time,

VIII. the right to accept income from statutory royalty claims within the framework of reciprocal agreements with foreign collecting societies, even if it does not concern rights and claims according to Art. 2 and Art. 3 of this Agreement.

Art. 3 Scientific Editions (Art. 70 UrhG) / Posthumous Works (Art. 71 UrhG)

The rights and claims to royalties stated below to editions and works in the sense of Arts. 70/71 UrhG:

I. The rights of exploitation in physical form (Art. 15 Para. 1 UrhG):

- the rights of recording on audio, audio-visual, multimedia and other data carriers, including chip cards, DataPlayDisc, DVD, Twin Disc, audio and audio-visual carriers with ROM part and corresponding carriers with data links, as well as the rights of reproduction and dissemination to such carriers (Arts 16 and 17 UrhG). With regard to the aforesaid transfer of rights, this transfer of rights, insofar as a valid author-publisher agreement exists, does not apply in the context of stage performances – whether this be in full form, in cross-section or in large parts thereof – if this concerns the perception of rights in theatres.

II. The rights of public reproduction in incorporeal form (Art. 15 Para. 2 UrhG):

1. the right of recitation, performance and presentation (Art. 19 UrhG), in particular the rights

- a)** to present a work of language in public through personal presentation (recitation),

- b)** to present a work of music, whether in combination with a work of language or not, in public through personal presentation (performance),
- c)** to present a work of language or music or a work of pantomime or a combination of any such works on stage (stage performance); insofar as an author-publisher agreement exists, the right of stage performance and the perception of rights by stage performances in theatres in terms of Art. 19 (3) UrhG is not transferred if the presentation in public performance lasts for more than 15 minutes and, in addition, exceeds a quarter of the total duration,
- d)** to present a work of the pictorial arts, a work of photography, a work of film or depictions of a scientific or technical nature in public using technical equipment (right of presentation),

2. the right of making accessible to the public (Art. 19a UrhG) insofar as no rights of graphic reproduction in the sense of Art. 16 UrhG are affected; this includes, in particular, the right to make the works and editions available to the public, wired or wirelessly, in such a way that they are accessible to the members of the public at places and times of their choice, i.e. for interactive use by way of streaming and the option of downloading, for mobile internet usage, for usage on music sharing systems and for usage on services for sharing online content including actions that are performed by end users of these services. The transfer of rights according to this paragraph also includes the right to perform the technical processes and other reproductions that are required for the purpose of transmission and public accessibility. For usage according to this paragraph, the graphic rights to the text of the editions and works are also transferred.

Insofar as a valid author-publisher agreement exists, the aforesaid right of stage performances is not transferred if the corresponding use on television lasts for more than 15 minutes, on radio for more than 25 minutes and, in addition, exceeds a quarter of the total duration,

3. The right to make graphic recordings of works of music (in particular, scores) available to the public on platforms (services in terms of Art. 2 Para.1 UrhDaG) in such a way (public reproduction in terms of Art. 1 Para. 1 UrhDaG) that it is accessible to members of the public at places and times of their choice. This includes interactive online use by way of streaming and the option of downloading, for mobile internet usage, for usage on music sharing systems and for usage on services for sharing online content including actions that are performed by end users of these services. The transfer of rights according to this paragraph also includes the right to perform the technical processes and other reproductions that are required for the purpose of transmission and public accessibility.

This transfer of rights only occurs to the extent that making graphic recordings of works of music accessible on services in terms of Art. 2 Para. 1 UrhDaG occurs concurrently with the performance (making it accessible to the public) of the sound of the music on the services mentioned in Art. 2 Para. 1 UrhDaG.

In addition, this transfer of rights only occurs if the users of the service who uploaded the graphic recordings are not acting on the basis of a commercial activity or not generating a substantial income with their activity.

The right of the creators to proceed in their own name against a breach of their moral rights regarding the use of services for sharing online content also remains with the beneficiary at all times.

4. the right of broadcast (Art. 20, 20a UrhG), in particular the right of public display through sound, vision or cable broadcasts or through similar technical equipment, including the right of simultaneous, unchanged and complete cable re-transmission (Art. 20b Para. 1 UrhG); insofar as a valid author-publisher agreement exists, the aforesaid right of broadcasting stage performances is not transferred if the corresponding use on television lasts for more than 15 minutes, on radio for more than 25 minutes and, in addition, exceeds a quarter of the total duration,

5. the right of public reproduction through audio carriers and/or audio-visual carriers (Art. 21 UrhG), also by means of similar technical equipment or with the aid of data carriers, as well as the right of electronic transmission by means of data carriers of all kinds,

6. the right of public reproduction of broadcasts (Art. 22 UrhG) via visual screen, loudspeakers or similar technical equipment.

III. Claims, powers and other rights:

1. Royalty claims

- a)** for the simultaneous, unchanged and complete cable retransmission (Art. 20b Para. 2 UrhG),

- b)** from the renting and loaning of reproduced items pursuant to Art. 27 UrhG,
- c)** for the reproduction and dissemination pursuant to Art. 45a Para. 2 and Art. 45c Para. 4 UrhG,
- d)** from the usage of reproduction and dissemination for collections for religious use to Art. 46 Para. 4 UrhG,
- e)** from the reproduction of newspaper articles and broadcast commentaries pursuant to Art. 49 Para. 1 Sentences 2 and 3 UrhG,
- f)** from the public reproduction of an appeared work pursuant to Art. 52 UrhG,
- g)** according Arts. 60a-60h UrhG,
- h)** from the manufacture or import or re-import of
 - aa)** devices intended for the recording/reproduction of audio carriers and/or audio-visual carriers, as well as of
 - bb)** audio carriers or audio-visual carriers as such, for which such recordings/ reproductions are intended pursuant to Art. 54 Para. 1 UrhG and Art. 54b UrhG,
- i)** from the manufacture or import or re-import of devices intended for the copying of works by photographic means pursuant to Art. 54a Para. 1 UrhG and Art. 54b UrhG,
- j)** from the operation of devices of the kind referred to in I) pursuant to Art. 54c Para. 1 UrhG
- k)** from Art. 54e und Art. 54f UrhG,
- l)** pursuant to. Art. 137I Para. 5 UrhG,
- m)** pursuant to Art. 4 Para. 3, Art. 5, Para. 2 and Art. 12 Para. 1 UrhDaG,
- n)** from other known forms of use insofar as they are not stated above or derive from legislation or case law in future.

Transfer shall be deemed comprehensive and without limitation insofar as the royalty claims and other claims, in particular in respect of reproductions for private and other own use, can only be asserted by a copyright association (Art. 54h UrhG).

2. Powers

- a)** to receive notification pursuant to Art. 46 Para. 3 UrhG,
- b)** to demand information in respect of the royalties for devices, audio carriers and audio-visual carriers pursuant to Art. 54f UrhG,
- c)** of any other kind insofar as they are known or tangibly derive from legislation or case law in future.

3. Other rights

The right to reproduce out-of-print works in digital form and to make digital copies of out-of-print works available to the public. In the case of works that appeared after 31/12/1965 or that are to be used for commercial purposes, the exercise of this right by VG Musikedition is subject to the proviso of prior approval from the holder of the rights. Rights granted can be revoked at any time.

IV.

- 1.** The Beneficial Owner undertakes to register the editions and works pursuant to Arts. 70/71 UrhG with VG Musikedition using the registration form and stating the title, category, name or names of the author(s) and to submit a specimen copy.
- 2.** The examination and registration fee set by VG Musikedition must be paid for each edition/work registered, regardless of the result.
- 3.** Editions and works which are not duly registered by the Beneficial Owner, or for which he/she has not paid the registration fee, shall remain excluded from distribution until due registration and payment of the fee. After proper application and due registration of the editions, the Beneficial Owner participates in distribution in accordance with the Distribution Scheme in force at the time.
- 4.** The Beneficial Owner further undertakes to inform VG Musikedition if it has knowledge of a forthcoming or past performance, broadcasting, recording or other use of the editions and/or works registered by him/her.

B General Provisions

Art. 4

- a) The Beneficial Owner warrants that he/she has unrestricted power of disposal in respect of the rights transferred pursuant to this Agreement.
- b) As far as the Beneficial Owner does not currently have or cannot dispose of certain rights, he transfers them in case the power of disposal falls back to him. The transfer also includes the rights specified in Arts. 2 and 3 insofar that the Beneficial Owner has obtained or obtained them by way of succession.

Art. 5

In its capacity as trustee, VG Musikedition undertakes to safeguard the rights and claims transferred to it pursuant to Arts. 2 and 3 of this agreement. This shall apply to the works and editions as set forth in Art. 3 of this agreement only if and when they have been found to be eligible for protection within the scope of Arts. 70/71 UrhG.

Art. 6

With regard to published works and editions in terms of Art. 3 of the Rights Agreement (Scientific Editions (Art. 70 UrhG) / Posthumous Works (Art. 71 UrhG)), the publisher undertakes to register the work/ the edition.

Art. 7

The music publishers undertake to provide publishing services regarding the works published by them. Publishing services include the reproduction and distribution of works of music (with or without lyrics) in terms of the publishing law. Notwithstanding the above, the publishing service can also be provided by way of services in the sectors of promotion and marketing the work, financing and production or service and management. Included in the sector of service and management is, in particular, the necessary communication with VG Musikedition with regard to the work and its usage also on behalf of the creator (e.g. by registering the works or the editions in terms of Arts 70/71 UrhG, compiling the programme according to Art. 2 of the regulatory provisions of Distribution Plan A, the notifications to the royalty beneficiaries of Distribution Plan C, checking the settlement documents and processing returns). If the composer/publisher and creator of the published works is not yet a member of VG Musikedition, the music publisher will work towards concluding a Rights Agreement with VG Musikedition. The publishers' services are paid for with their share of the distribution in terms of the distribution plans of VG Musikedition. Further remuneration claims against VG Musikedition do not exist.

Art. 8

VG Musikedition shall have the right to exercise and exploit the rights transferred to it by the Beneficial Owner in its own name, to take receipt of the due payment and to give legally valid acknowledgements of receipt thereof, to transfer all or part of the rights transferred to it to third parties or to prohibit use thereof, and to assert in its own country and in any manner as VG Musikedition may deem fit, including recourse to the law, all rights to which it is entitled.

Art. 9

The claims of the Beneficial Owner against VG Musikedition may be assigned only by prior agreement with VG Musikedition. VG Musikedition shall have the right to charge an administration fee commensurate with its cost incurred for the processing of attachments and assignments – with the exception of the assignment of membership fees due to professional associations – to the Beneficial Owner (debtor). In the case of payment of advances, the Beneficial Owner hereby irrevocably assigns his/her claims to payment to VG Musikedition until such time as the amounts advanced have been repaid in full.

Art. 10

Any Beneficial Owner who fails to comply with his/her obligations set forth in the Statutes, the Rights Agreement or the Distribution Scheme shall have the duty to compensate VG Musikedition for all costs and damage incurred as a result.

Art. 11

The Beneficial Owner shall not undertake any legal acts or transactions which have the aim of circumventing the Statutes, especially this Rights Agreement and the Distribution Scheme. He/she understands and acknowledges that all such legal acts or transactions shall be ineffective towards VG Musikedition. Any and all claims arising from such legal acts and transactions which should nevertheless be concluded are hereby assigned to VG Musikedition.

Art. 12

- a)** The Beneficial Owner can demand that rights of use are transferred back to him/her with limitation to certain discrete types of use able to be uniformly delimited or to certain countries.
- b)** The Beneficial Owner is granted the option of a non-exclusive transfer of individual rights of use under this Agreement in justified, stand-alone cases.
- c)** VG Musikedition can refuse to transfer back the rights or reject the limitation under a) and/or b) if this is contradicted by objectively traceable reasons. These exist, in particular, when administering the rights is not economically justifiable.
Management must justify the refusal in writing. The Beneficial Owner can file an objection in writing with the board of directors within four weeks; the date of receiving the objection is decisive.
- d)** Limitations in terms of a) and/or b) shall be taken into account in the distribution, in particular in the case of the distribution of revenue not related to works.
- e)** Changes in accordance with a) and/or b) can solely enter into force upon signing the contract or on 1/1 of any given year, provided VG Musikedition has received the request for change in writing at the latest on 30/06.

Art. 13

- a)** The Beneficial Owner has the option to make a written request, which must reach management at least 14 days before the actual act of use, to use the rights transferred according to Arts 2 and 3 at the conditions mentioned in the following for non-commercial purposes himself/herself or grant individual persons a royalty-free licence to use his/her works for non-commercial purposes. It is not possible to assign legal rights to royalties as a royalty-free licence; the same shall apply in the event that a flat-rate licence is given by VG Musikedition.
- b)** Prerequisite for acquiring a royalty-free licence for non-commercial purpose is that the Beneficial Owner has obtained the written consent from all Beneficial Owners of the works concerned (e.g. publisher, composer, lyricist, possibly processor) and includes it with the request.
- c)** All acts of use that are geared directly or indirectly towards a monetary, financial or commercial benefit are especially considered commercial.
- d)** When acquiring such a licence, it is considered a so-called individual licence for a specific use; it is limited with regard to content, time and territory and is not transferrable.

Art. 14

- a)** The Beneficial Owner undertakes to inform VG Musikedition without delay of any change of address and any change of his/her name or publisher's name. Should the Beneficial Owner fail to inform a change of his/her address and if VG Musikedition cannot determine the new address of the Beneficial Owner despite all its reasonable efforts, VG Musikedition may terminate this Rights Agreement prematurely at the end of the financial year in which it has received a communication from the residents registration authority having jurisdiction over the last known address of the Beneficial Owner that his/her present address is unknown. In this case, notice of termination will be sent by registered letter to the address last known to VG Musikedition.

- b) The Beneficial Owner's personal details are stored and processed electronically in order to establish, implement and end this Rights Agreement, to effect distributions and to fulfil legal storage and documentation deadlines even after the end of the Agreement and are shared in line with the purpose of this Agreement.

Art. 15

1.

- a) The general statutory provisions shall apply to legal successors to this Agreement, unless the Statutes of VG Musikedition and this Agreement regulate otherwise. In the event of the death of the Beneficial Owner, this Rights Agreement shall continue with his/her heir. If there is a community of heirs, however, this Rights Agreement shall only continue if the community of heirs/successors appoints one authorised representative to become party to the Rights Agreement in that capacity.
- b) If an originator or editor/publisher has several legal successors, these shall exercise their rights through an authorised representative. He/she shall continue the Rights Agreement in the name of the successors. If the community of heirs does not nominate an authorised representative within 12 months, VG Musikedition can dissolve the contractual relationship.

2. VG Musikedition may require that evidence of succession be provided by presentation of a certificate of an executor or another deed issued by a probate court. It may also require that the authorisation be evidenced by the presentation of officially certified documents.

3. If no inheritance claims are made within two years from the death of the Beneficial Owner and the sums credited to the unknown heirs fail to reach the amount of the membership fee in two successive years, this Rights Agreement shall end at the end of the subsequent financial year.

Art. 16

- a) This Agreement is concluded for an indefinite period. It can be terminated annually with a notice period of six months to 31/12. Termination must be declared in writing with registered letter or electronically; in the latter case, the electronic document must carry a qualified electronic signature in accordance with the signature law.
- b) Art. 5 Para. 2 of the Statutes shall remain unaffected.
- c) The Rights Agreement ends automatically when the protection period of all works for which the Beneficial Owner granted rights of administration to VG Musikedition, expires.

Art. 17

When this agreement ends, all the rights transferred hereunder shall revert to the Beneficial Owner without any special act of reverse transfer being necessary. Utilisation agreements concluded with third parties before termination of this Rights Agreement and extending beyond the end of this Agreement shall, however, remain effective and in force for the full agreed term.

Payment of any income then due to the departed Beneficial Owner shall be effected in accordance with the Distribution Scheme of VG Musikedition.

Art. 18

In the event of VG Musikedition being wound up in accordance with its Statutes, notice of termination of the Rights Agreement shall be deemed given with effect to the end of the calendar quarter following the one in which the winding-up resolution is approved by the competent state authority.

Art. 19

The place of fulfilment for both parties, to the extent permitted by law, is the place at which VG Musikedition has its registered office. The same shall apply to the place of jurisdiction.

Art. 20

1. This Agreement of which the Beneficial Owner shall receive one copy shall be signed by VG Musikedition and the Beneficial Owner.

2. The Beneficial Owner declares that he/she has received the Statutes and Distribution Scheme and taken note of the rights he/she is entitled to according to Arts. 9 – 12 VGG (details on this under www.vg-musikedition.de).

3. The Statutes and the Distribution Scheme, including any future amendments thereto, are integral parts of this Agreement.

Should any members meetings resolve in future to make amendments or additions to the Rights Agreement, such amendments or additions shall also apply to and become integral part of this Rights Agreement. This shall also apply, in particular, for types of use not yet known at the time of the conclusion of contract. All other amendments of or additions to the Rights Agreement require the Beneficial Owner's consent.

The Beneficial Owner must be informed of amendments of and additions to the Rights Agreement in writing. If the Beneficial Owner's consent to amendments or additions is required, this shall be deemed granted if the Beneficial Owner does not expressly object to the amendment or addition within six weeks from dispatch of the notification; this legal consequence must be indicated in the notification.

Art. 21

In the case of amendments to this Rights Agreement, the same majority shall be required as for amendments to the Statutes by a members meeting of VG Musikedition.

Art. 22

The following special matters are determined for the pursuit of the rights of exploitation as set forth in Arts. 2 and 3:

Kassel, the

....., the.....

For VG MUSIKEDITION:

The Beneficial Owner:

(If the signatory is not an individual person, the legal form of the publisher must be stated (e.g. sole tradership, OHG, KG, GmbH, AG*). In this case, the Rights Agreement must be signed by the authorised representative as recorded in the commercial register and be furnished with the firm's official stamp. A copy of the business registration form or an extract from the commercial register must also be submitted.)

.....
Christian Krauß
Managing Director

.....
Signature Beneficial Owner ***

*** If the Beneficial owner is a legal entity, please repeat the name in block letters:

.....
N a m e