

Intergram

an independent society of performers and producers of phonograms and audiovisual fixations

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ID No.: 00537772 Tax ID No.: CZ00537772 Bank: KB Prague 2 Account No.: 47838-011/0100

(hereinafter referred to as “INTERGRAM”) represented by Managing Director

and

Producer (please strike out the blank lines):

Name (company name):.....

Legal form (please delete where inappropriate).....

Natural person (reference no. of the Trade License, issuing authority and date of issue).....

Legal entity (specify the type).....

Seat:.....

Telephone No.:.....Fax:.....e-mail:.....

ID No.:.....

Bank:.....

Represented (statutory representative).....

Membership in other collecting societies.....

Tax domicile (name and address of a Tax Office where you file the income tax return):.....

(hereinafter referred to as the “Producer”)

enter into this

**contract on representation
of rights of the Producer of phonograms**

Article I

Subject of the Contract

1. The Producer hereby authorises INTERGRAM to grant, in its own name, authorisation (license) to use its sound recordings of performances of performers or other sounds, the rights to which are owned by the Producer in accordance with Section 75 *et seq.* of the Copyright Act (hereinafter referred to as the “recordings”), and/or to request, determine, negotiate, collect and recover, in its own name, a remuneration for the use of recordings within the following scope:

- a) reproduction of recordings for personal use,
- b) lending and/or rental of recordings,
- c) broadcasting and other communication to the public, including granting authorisation (license) to make an operational copy where necessary for the technical or operational reasons,
- d) utilisation of recordings for production, sale and exchange (reproduction and dissemination of recordings) of respective programs of television and radio organisations,
- e) utilisation of recordings for advertising production unless the Producer has expressly reserved or limited the grant of authorisation for this manner of utilisation in Article V, paragraph 10.

2. The right to grant authorisation to use the recordings shall also include the right of INTERGRAM to refuse or prohibit the use of performances in justified cases.

3. The Producer authorises INTERGRAM to defend the Producer's rights specified in paragraph 1 hereof in compliance with legal regulations, including without limitation, the right to conduct litigations and to represent the Producer's interests before the state or other authorities and to take all appropriate measures necessary for protection of the entrusted rights.

4. The authorisations under paragraph 1 are granted without any territorial limitation unless the Producer has expressly reserved the territorial scope of their administration in Article V, paragraph 10 for the territory of the Czech Republic only.

Article II Obligations of INTERGRAM

1. INTERGRAM assumes the rights specified in Article I of this contract and undertakes to protect them within the scope of authorisations specified in Article I of the contract in accordance with valid legal regulations, international agreements, internal regulations of INTERGRAM and contracts made between INTERGRAM and foreign collecting societies. INTERGRAM acts in its own name while exercising the Producer's rights. Remunerations for the use of performances and recordings shall be collected on INTERGRAM's account and INTERGRAM shall account them to producers in accordance with the valid Accounting Rules and Statute of INTERGRAM.

2. INTERGRAM may authorise only other collecting societies representing or administering the rights of producers of sound recordings to exercise the assumed rights of the Producer.

3. INTERGRAM undertakes to pay the Producer remunerations collected from the users of recordings in compliance with the Accounting rules of INTERGRAM.

4. INTERGRAM undertakes to allow the Producer to inspect the original documents based on which its remunerations were calculated.

5. INTERGRAM undertakes to use announcements of recordings of performances as well as other data provided by the Producer only for the purpose of administration and protection of recordings and for the collection and calculation of remunerations therefore and INTERGRAM may assign the data contained therein to a foreign collecting societies only on the basis of a bilateral contract concluded between INTERGRAM and the said foreign collecting societies, or to an international organisation associating producers of sound recordings whose member INTERGRAM is or will be.

Article III

Obligations of the Producer

1. The Producer undertakes that, during the term hereof, it will not enter without INTERGRAM's prior written consent into any contracts whose content could contravene this contract, including without limitation, it will not enter into any contract pursuant to which the Producer in contradiction to this contract would assign its right to grant consent to use the recordings within the scope set forth in Article I hereof to a third party or would directly grant such consent. If any user directly asks the Producer to grant the consent to use its recordings to which the provisions of this contract apply, the Producer undertakes to refer such user to INTERGRAM and the Producer itself will inform INTERGRAM thereabout without delay. The Producer represents that no such valid arrangement between the Producer and a third party exists as at the date of this contract, or if such arrangement was concluded already prior to executing this contract, as the case may be, the Producer undertakes to cancel it without delay and inform all parties concerned about representation by INTERGRAM of its rights specified in Article I of the contract. A breach of this provision shall entitle INTERGRAM to terminate this contract with immediate effect upon the delivery of the notice of termination to the Producer.
2. Throughout the term hereof the Producer undertakes not to enter into any contract with another collecting societies engaged in a similar line of business activity as INTERGRAM both in the territory of the Czech Republic and outside the territory of the Czech Republic provided that the Producer's rights on the territory of competence of such society shall be governed by a contract between INTERGRAM and the given organisation and provided that the Producer has not made a reservation under Article I, paragraph 4.
3. The Producer undertakes to deliver to INTERGRAM an authenticated copy of the Extract from the Commercial Register and/or a copy of the Trade License. Such authenticated copies shall be attached to this contract as an annex hereof.
4. The Producer undertakes that within one month after each new recording of performances or other sounds designated for publication is produced it will inform INTERGRAM of the creation of such recording. These data shall become the property of INTERGRAM.
5. Immediately after execution of this contract the Producer undertakes to deliver to INTERGRAM a list of names of any and all labels used by it and to immediately inform INTERGRAM in writing about its starting to use another label, about the termination of using thereof or any other change. These lists shall become the property of INTERGRAM.
6. The Producer undertakes to deliver to INTERGRAM a list of other producers and their labels, whose rights the Producer represents including the Producer's right to receive the payments of remunerations for the use of their recordings on their behalf; the list must be substantiated by the applicable contracts or, if not objectively possible, by declaration of honour. These data shall become the property of INTERGRAM.
7. The Producer undertakes to submit to INTERGRAM, on request, all contracts and arrangements, the contents of which might concern the activity of INTERGRAM.
8. The Producer undertakes to immediately notify INTERGRAM in writing (such notification being signed by a statutory representative) about changes of any data set forth in the recital of the contract and, further, about changes of any data necessary for fulfilment of the content of this contract (for example, change of seat, name, tax domicile, bank account and so forth).

9. The Producer undertakes to cooperate with INTERGRAM in securing and enforcing its claims vis-à-vis the users of its recordings hereunder and to submit any necessary information and documents to INTERGRAM to that effect.

10. The Producer shall be liable to INTERGRAM for damage caused by breach of this contract, including without limitation, by incorrect data or documents or by late submission thereof.

Article IV
Payment of Remunerations

1. Remunerations will be usually paid out to the Producer once a year on the regular payday into the bank account specified in the recital of this contract.

2. INTERGRAM shall be entitled to deduct from the remunerations to be collected from the users an amount of compensation costs associated with the performance of the collective administration of the rights under Article I, including any possible costs of support and safeguarding of common interests of producers in the amount approved by the General Assembly.

Article V
Final Provisions

1. The Producer agrees that any and all data necessary for representation of its rights within the scope set forth herein shall be kept on the computer database of the company INTERGRAM. INTERGRAM undertakes to provide these data only to a foreign partner organisation without the special consent of the Producer on the basis of a bilateral agreement, or to an international organisation associating producers of sound recordings, as the case may be, whose member INTERGRAM is or will be and in cases when internal regulations of INTERGRAM or a legal regulation so stipulate.

2. The contract is concluded for an indefinite period and shall become valid and take effect on the day of its signing by both contracting parties. This contract shall replace the previous contract concluded with the Producer on

3. This contract may be terminated in writing by means of a registered letter by 31 July with effect as of 31 December of the same calendar year. The provisions of Article III shall remain unaffected hereby. The notice of termination must be sent to the address specified in the recital of this contract (or in case of change of the seat to a new address of INTERGRAM as notified). It has been agreed that the provisions of Section 46 of the civil procedure order shall apply to delivery.

4. INTERGRAM may terminate the contract in accordance with paragraph 3 in the event of the occurrence of the following:
a) the Producer has committed a serious breach of the obligations arising from this contract
b) the Producer has not had any income from remunerations collected by INTERGRAM for a period of 10 years
c) the Producer has seriously damaged the interests and reputation of INTERGRAM.

5. The contract may be changed and amended only in writing with the consent of both contracting parties. The provisions of Article III paragraph 8 shall not be affected thereby and the notice of change of the data set forth in the recital of the contract shall be deemed to be a valid change of the contract according to this provision.

6. If the change of generally binding legal regulations occurs, affecting this contract, the affected provision shall be enforced in accordance with the said change. The remaining provisions of the

contract shall remain valid, unless otherwise arising from the contracting parties agreement or from the nature of the change.

7. Upon conclusion of this contract the Producer becomes a member or represented in accordance with Article III paragraph 2 of the Statue of INTERGRAM. Details relating to Producer’s membership in INTERGRAM, to Producer’s rights and obligations as well as to other issues of mutual relations shall be governed by the Statue of INTERGRAM attached hereto as an annex of this contract.

8. This contract and all relations, rights and obligations arising from this contract shall be governed by the Czech legal order.

9. The contract is executed in two counterparts of which each contracting party shall receive one.

10. Special arrangements:

In Prague on

In:.....

On:.....

INTERGRAM	Producer
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