



CONTRACT FOR RECIPROCAL REPRESENTATION

1976 Version modified by the General Assembly of
1991, 2007, 2011 and 2017

CONTRACT FOR RECIPROCAL REPRESENTATION



BETWEEN:

the Society X.....

represented by

of the one part,

BETWEEN:

the Society Y.....

represented by

of the one part,

hereinafter called the "contracting Societies"

IT IS AGREED AS FOLLOWS:

- I -

- 1) By the present Contract, each of the contracting Societies assigns to the other for its territory of exploitation the management of the rights hereafter defined.
- 2) The management of the rights mentioned above comprises recording and mechanical reproduction in the respective territories of exploitation of the contracting Societies of works of the repertoire of the other Society as well as the putting into circulation in any form and in any place of recordings and copies so reproduced.
- 3) The repertoire of the contracting Societies comprises literary, dramatic, dramatico-musical and musical works with or without text, in respect of which the owners of the recording and mechanical reproduction rights have entrusted the Societies concerned with the control of these rights or will do so within the duration of this agreement.
- 4) The recording and mechanical reproduction rights covered by this agreement apply to all forms of recording and reproduction with the exclusion of graphic reproduction.
- 5) Each society shall also entrust the other, on a non-exclusive basis, with the task of collecting and distributing on behalf of its members the monies received by producers or by distributors of rights following downloads of works in the society's repertoire in the USA from digital service providers.



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- II -

Each contracting Society shall notify the other in writing of any limitation or reserve in the composition of its repertoire and its rights of administration.

- III -

1) The territory of exploitation of the X Society comprises:

.....

2) The territory of exploitation of the Y Society comprises:

.....

- IV -

- 1) In all cases where block-sum licences are collected, each Society shall determine the share due to the works of the other Society's repertoire in accordance with the rules applicable to its own repertoire.
- 2) Where such a block-sum licence covering performing and mechanical rights is collected from radio-television organisations, the collecting Society shall allocate at least one third of this block-sum licence to mechanical rights as remuneration for all recordings made or used by those organisations.
- 3) In case of exports of sound carriers, the licensing Society undertakes to apply the terms and conditions of the country of destination i.e. the terms and conditions of the country where the copies are effectively marketed.
- 4) When exports concern less than one hundred copies per country, per catalogue number and for each accounting period, it is agreed that such outgoings may be assimilated to sales in the national territory; as a consequence terms and conditions of the country of origin apply.
- 5) The societies agree that the rights-owners in the country of destination should be the beneficiaries of the distribution of the license-fees, in so far as it is feasible at a reasonable cost. Societies will work out arrangements on a bilateral basis to this effect.
- 6) Subject to any legal obligation to license, a mechanical licence which includes the repertoire of the Society which is appointing the other Society to represent it shall only be granted by the other contracting Society to a producer having applied for such a licence for the reproduction of masters following the fulfilment of any obligations related to the exploitation of the repertoire of the Society which is appointing the other to represent it to that Society or to any other member Society of BIEM which might have arisen as a result of the previous exploitation of these masters. This provision is without prejudice for the relevant Societies to agree on any solution which protects the rights owners.

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- V -

- 1) Society X undertakes to supply regularly the documentation necessary for carrying out this agreement to (delete whichever does not apply):

Society Y directly.
Society Z, the distributing Society for Society X.

- 2) Society Y undertakes to supply regularly the documentation necessary for carrying out this agreement to (delete whichever does not apply):

Society X directly.
Society Z', the distributing Society for Society Y.

- VI -

- 1) The distribution of the amounts collected by Society X on behalf of Society Y shall be made by (delete whichever does not apply):

Society X itself.

Society Z, the distributing Society for Society X, in accordance with the documentation supplied as laid down at Art. V above.

- 2) The distribution of the amounts collected by Society Y on behalf of Society X shall be made by (delete whichever does not apply):

Society Y itself.

Society Z', the distributing Society for Society Y, in accordance with the documentation supplied as laid down at Art. V above.

- 3) The distribution of the amounts collected by Society X on behalf of Society Y shall be made in the form of (delete whichever does not apply):

Phono:

individual statements per copyright owner.
lists of titles in alphabetical order.

Radio/TV (and multiple-right users if applicable):

individual statements per copyright owner.
lists of titles in alphabetical order.

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- 4) The distribution of the amounts collected by Society Y on behalf of Society X shall be made in the form of (delete whichever does not apply):

Phono:

individual statements per copyright owner.

lists of titles in alphabetical order.

Radio/TV (and multiple-right users if applicable):

individual statements per copyright owner.

lists of titres in alphabetical order.

- 5) With regard to exploitation by Radio/TV (and multiple-right users if applicable):

- a) The distribution of the amounts collected by Society X on behalf of Society Y shall be made on the basis of (delete whichever does not apply):

the Phono distribution keys of Society Y.

the «Radio/Television recordings" distribution scale of Society X (or) Society Z.

.....(in case of distribution by means of individual statements).

- b) The distribution of the amounts collected by Society Y on behalf of Society X shall be made on the basis of (delete whichever does not apply):

the Phono distribution keys of Society X.

the "Radio/Television recordings" distribution scale of Society Y (or) Society Z'.

.....(in case of distribution by means of individual statements).

- 6) Each of the contracting Societies undertakes to complete the work for the distribution of the other's repertoire not later than two months after the completion of the work of distribution for its own repertoire. The work undertaken by Societies who may be charged by them with the distribution of the international repertoire is not included in this period.

- 7) The amounts due to each Society are payable as soon as the collecting Society knows the results of the distribution. Therefore, the collecting Society shall, without delay, transfer in its national currency the amounts due to the other Society.

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- VII -

1) On the gross amounts of the collections made in carrying out the present Contract the contracting Societies shall apply the following rates of commission:

	Society X	Society Y
Phono.....	%	%
Radio-Television.....	%	%

2) The rates of commission relating to collections accruing from other sources will be a matter for mutual agreement between the contracting Societies.

3) The rate of commission agreed upon between the contracting parties -shall include the costs incurred by the Societies who may be charged by them with the distribution of the international repertoire, the costs of each distributing Society being borne by the contracting Society having recourse to its services. The overall commission agreed between the Societies should under no circumstances exceed 25% of the gross amount of its collections.

- VIII -

Each of the contracting Societies is entitled to check all operations of the other Society which have a bearing on the carrying out of this Contract.

- IX -

The present Contract is subject to the provisions of the BIEM Statutes and to the decisions taken by the competent organs of BIEM in applying them.

- X -

The present Contract is concluded for a duration of one year from.....
to..... It is renewable by tacit consent for periods of one year unless notice be given by registered letter with acknowledgement of receipt six months before the end of the current period.

