

Between the author / composer / legal successor / publisher

(Please cross out if not applicable)

First name and surname: -----

Date of birth: -----

Address: -----

If you are the legal successor: Please state the first name and surname as well as the date of demise of the departed author.

(hereinafter in short referred to – regardless of gender – as “the Beneficiary”)

and

AUSTRO-MECHANA

Gesellschaft zur Wahrnehmung mechanisch-musikalischer
Urheberrechte Gesellschaft m.b.H.
Baumannstrasse 10, 1030 Vienna, Austria

(hereinafter in short referred to as “AUSTRO-MECHANA”)

the following

AGREEMENT OF ASSIGNMENT AND ADMINISTRATION OF RIGHTS

is concluded:

1. Assignment of rights

The Beneficiary hereby assigns to AUSTRO-MECHANA all of their reproduction and distribution rights currently owned, existing or arising in the future for musical works with or without lyrics, and for literary works insofar as they are connected with musical works (§§ 15 and 16 UrhG [Copyright Act]) for worldwide administration, to the extent that they are related to the transfer of these works to equipment for the repeated visual or audio replay of the works.

This also includes the administration of the right to compensation for reproductions for own or private use as well as for reproductions for purposes of making them publicly available for teaching and instruction, and of the rights, claims for participation and/or compensation in case of renting and/or lending of sound carriers and/or audio-visual carriers according to § 16a UrhG.

The following are exempt from this administration:

- first-time recording of music drama works in connection with cinematographic works – completely or larger parts thereof – on visual and audio media (storage media) for commercial purposes;
- first-time recording and reproduction of music drama works in connection with cinematographic works – completely or larger parts thereof – for purposes of making them publicly available on visual and audio media (storage media) for commercial purposes;
- first-time recording, reproduction and distribution on visual and audio media (storage media) in connection with cinematographic works destined for screenings in cinemas and similar facilities unless they are visual and audio media (storage media) for commercial purposes;
- first-time recording on visual and/or audio media (storage media) for advertising purposes.

The Beneficiary covenants, upon request by AUSTRO-MECHANA, to make any additional necessary declarations hereto (powers of attorney, assignments, etc.) in writing and to abstain from any own exploitation of the rights assigned to AUSTRO-MECHANA.

The Beneficiary herewith declares to the best of their knowledge that they are in free and unlimited possession of the rights assigned to AUSTRO-MECHANA at the time of the assignment. Should any third party claim that these rights are their property, AUSTRO-MECHANA shall be entitled to defend the rights assigned to it as its solely owned property against such third party. However, in such a case AUSTRO-MECHANA shall also be entitled to re-assign any such rights claimed by a third party to the Beneficiary so that the latter may defend the rights themselves.

This assignment shall also cover works published under a pseudonym. The Beneficiary covenants to advise AUSTRO-MECHANA without delay of any such pseudonym used or of the real names of the carriers thereof.

On principle, the granting of exploitation rights according to Art. 1 shall be unlimited, taking into account the exceptions mentioned above as well as any possible limitations provided for according to Art. 16 items 2. and 3.

2. Content of the granting of exploitation rights

The granting of exploitation rights according to Art. 1. is effected without limitation for all exploitation methods administrated by AUSTRO-MECHANA unless the Beneficiary excludes individual ones therefrom. In particular, AUSTRO-MECHANA will administrate the following:

- a) Reproductions to be made available to online services
- b) Reproductions for purposes of making them publicly available for teaching and instruction
- c) Reproductions for purposes of radio broadcasting
- d) Reproductions for private and own use
- e) Rental and lending by means of audio or audiovisual media
- f) Reproductions on and distribution by means of audio media
- g) Reproductions on and distribution by means of audiovisual media (multimedia)

Exceptions are to be declared under Art. 16., or as an enclosed additional agreement.

3. Territorial restrictions

On principle, the granting of exploitation rights according to Art. 1. is effected worldwide. Exceptions are to be declared under Art. 16., or as an enclosed additional agreement, in which the individual exploitation methods according to Art. 2. a) – g) may be excepted with regard to individual territories or worldwide.

4. Non-commercial uses

The Beneficiary is aware to remain entitled, despite the assignment of their rights, to grant licences to users for non-commercial uses. The Beneficiary declares to acknowledge the rules pertaining to the granting of non-commercial licences.

5. Exploitation

AUSTRO-MECHANA has the right to exploit the rights transferred to it (exploitation rights) in any regard and to enforce them towards third parties, in particular to transfer the rights resulting from the agreement on to other societies with a similar scope of activities. The Beneficiary is aware that international agreements (e.g. representation agreements) and arrangements of that kind (e.g. collection arrangements) already exist. AUSTRO-MECHANA is entitled to effect the exploitation of rights within this context.

6. Registration of works

The Beneficiary covenants to have all works designated under Art. 1 registered with AUSTRO-MECHANA without delay and in the form defined by AUSTRO-MECHANA, and to state for each work both the beneficiaries (composer, author and publisher) as well as the contractually agreed distribution key. The beneficiary publisher shall also notify AUSTRO-MECHANA without delay of all sub-publishing agreements (assignments or acquisitions of works).

The Beneficiary is aware that AUSTRO-MECHANA shall not be liable for the collection and distribution of royalties, if the relevant works are not registered in time or not in the proper way.

7. Administration of the rights acquired by the *Gesellschaft*

The administration of these rights has to be performed as defined by the relevant applicable laws and international agreements, as well as according to the regulations agreed with the foreign societies acting to pursue the same business purpose and with the international umbrella organisations.

When administering its assigned rights, AUSTRO-MECHANA shall be obligated to act with the due diligence appropriate for similar societies or organisations.

8. Distribution of revenues

AUSTRO-MECHANA shall be entitled to deduct its expenses from the revenues resulting from rights managed by it according to the settlement rules, and it shall also be entitled to deduct the verifiable statutory taxes and duties to be paid by it as well as the endowment for social and cultural institutions, with the remaining income to be settled with the Beneficiaries (composer, author, publisher) shown in the registration (Art. 6). The Beneficiary agrees that contractual agreements about the distribution of relevant revenues can only be taken into account within the scope of the settlement rules which in any case take precedence in this relationship of assignment and administration of rights. The Beneficiary is aware that distribution keys contradicting the rules of settlement between the Beneficiary and third parties are not binding towards AUSTRO-MECHANA.

The Beneficiary is aware that in cases where they or their co-beneficiaries cannot present correct documentation about the contractual distribution of royalties for a work, the distribution shall be carried out according to the respectively valid distribution rules of AUSTRO-MECHANA, which are published on the AUSTRO-MECHANA website and which constitute an integral part of this Agreement of Assignment and Administration of Rights.

9. Administration of intellectual property interests

The Beneficiary obligates AUSTRO-MECHANA to make the granting of exploitation right licences to the licensees subject to having the intangible interests in the work appear as fully protected, if necessary even by means of attaching appropriate notes to this regard on the piece of work with the intent of warning third persons.

10. Duration of the beneficiary agreement, heirs and legal successors

If this Agreement is not terminated by a written and personally signed termination notice (a signed PDF document is sufficient) at least 6 months prior to the end of the calendar year (the day of receipt by the recipient being the valid date), the Agreement shall be extended by one more year according to the terms and conditions herein. Grants of exploitation granted by AUSTRO-MECHANA or by foreign exploitation companies before the termination of the Agreement of Assignment and Administration of Rights as well as any revenues resulting and to be settled therefrom remain unaffected by the termination. Partial notice of termination regarding individual rights, modes of exploitation or territories are possible when abiding by the term of notice mentioned.

This Agreement of Assignment and Administration of Rights will be transferred to the heirs and legal successor of the Beneficiary/Beneficiaries.

11. Commencement of the term of the Agreement

The Beneficiary confirms to have received one current copy each of the articles of partnership of AUSTRO-MECHANA, of the settlement rules, of the regulations of social and cultural institutions as well as of the rules governing non-commercial licences, and to have taken note of their contents. The Beneficiary moreover confirms to have been informed about the deductions by AUSTRO-MECHANA as defined by § 28 Art. 2 *Verwertungsgesellschaftengesetz* [Collecting Societies Act] 2016.

The Beneficiary is aware that the Agreement of Assignment and Administration of Rights shall come into force on the day of countersignature by AUSTRO-MECHANA, and that any previous agreements between the Beneficiary and AUSTRO-MECHANA shall be deemed null and void and superseded by the present Agreement as of the same date.

Any changes to the conditions for Agreements of Assignment and Administration of Rights decided upon by the relevant bodies of AUSTRO-MECHANA will also take effect for the Beneficiary unless the latter terminates the Agreement of Assignment and Administration of Rights within four weeks after having been informed of the changes in writing. Extensions of the scope of the rights and claims administrated by AUSTRO-MECHANA on the basis of this Agreement take effect unless the Beneficiary contradicts them within four weeks in the form defined for termination notices under Art. 10.; limitations of the scope of the rights and claims administrated by AUSTRO-MECHANA on the basis of this Agreement take effect in any case.

12. Data processing

The Beneficiary agrees to all data transferred by them to AUSTRO-MECHANA for the purpose of AUSTRO-MECHANA's work as defined by this Agreement being electronically stored, processed, and transferred to commissioned collecting societies, commissioned agencies in the area of rights administration, or to commissioned service providers.

The Beneficiary agrees to data about their works (e.g. information about authorship, acceptance for publication etc.) being transferred to third parties within the scope provided by the Data Protection Sheet.

13. Admission fee

The Beneficiary covenants to pay the admission fee stipulated by AUSTRO-MECHANA's board of directors within 14 days upon receipt of the copy of the Agreement of Assignment and Administration of Rights countersigned by AUSTRO-MECHANA.

14. Change of residence and/or legal situation

The Beneficiary furthermore covenants to keep AUSTRO-MECHANA notified without delay about any change of the Beneficiary's residence or their business address, as well as about any change of the legal situation (corporate structure).

15. Place of jurisdiction and fees

Any fees and taxes for the establishment of this Agreement shall be at the expense of the Beneficiary/Beneficiaries entering into this Agreement.

In case of any dispute, the court competent for the registered office of AUSTRO-MECHANA is agreed to as place of jurisdiction.

16. Additional agreements (exceptions, extensions, and others)

The following additional agreements shall be valid:

....., on this

.....
(Legally valid signature / corporate seal)

Vienna, on this

For AUSTRO-MECHANA

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