



**AGREEMENT
ON COLLECTIVE MANAGEMENT OF RIGHTS IN ARTIS-
TIC PERFORMANCES OF MUSIC AND LYRIC-MUSIC
WORKS**

concluded between:

.....
residing inIdentity No.
hereinafter referred to as „Rightholder”

and

Polish Musical Performing Artists’ Society SAWP with registered office in Warsaw at Tagore Street No. 3, registered in the District Court in Warsaw under the No. 0000083928, represented by the Board according to rules of representation, hereinafter referred to as „SAWP”

1. Rightholder entrusts to SAWP collective management of his rights in artistic performances of music and lyric-music works existing at the time of conclusion of this agreement and those, which shall be created during its duration, within the following scope:

- fixation,
- multiplying by a specific technique, including magnetic recording and digital technique,
- introducing into circulation,
- rental and lending,
- public performance (performance from a carrier or from radio or TV),
- broadcasting,
- cable retransmission,
- making available in a way allowing everyone to have access in the place and at the time individually chosen,
- screening.

2. The scope of this agreement may be limited by the Rightholder with the appropriate application of notice period referred to in par. 11, by means of written declaration the content of which constitutes annex to information on rights and obligations resulting from this agreement and from the act on collective management of copyright and related rights and on deductions to be made by SAWP, available on the website www.sawp.pl, tabled together with this agreement or in any later period.

3. In the scope where the law in force provides for or will provide in the future, instead of Rightholder’s exclusive rights being subject to this agreement, only the right to remuneration, this agreement covers or will cover such right respectively.

4. This agreement covers in particular the legitimacy to:

- negotiate and conclude in SAWP’s own name and on behalf of the Rightholder licence agreements for use of artistic performances or for collection of remuneration for such use,
- claim liability basing on these agreements or in case of infringement, redress in the scope available according to the local law,
- collecting levies from importers and producers of video and tape recorders and other similar devices and blank carriers enabling copying for own private use,
- collecting remuneration for use of artistic performances embodied in audiovisual work referred to in Article 70 sec. 2¹ of the act on copyright and related rights,
- collecting from phonogram producers annual supplementary remuneration referred to in Article 95³ of the act on copyright and related rights,

- proceeding any court and out-of-court procedures pertaining, in the absence of reservation, to the use of artistic performances during the period before this agreement has been signed.

5. The agreement does not infringe producers', publishing and license agreements pertaining to use of artistic performances covered by this agreement signed by the Rightholder, which do not result with direct or indirect economic benefits;

6. The Rightholder shall be obliged to inform SAWP about:

- concluding producers', publishing or license agreements pertaining to use of artistic performances, within 1 month from signature thereof, and agreements signed prior to the signature of this agreement – within 1 month after signing this agreement. This obligation includes in particular providing SAWP with name of the producer/publisher/licensee, date of the agreement/license, titles of artistic performances, fields of exploitation and territories covered by the agreement/license;

- transferring rights covered by this agreement to third party, in particular about: name and surname/name, correspondence address, e-mail, date of transfer, artistic performances and fields of exploitation subject of transfer, within 1 month after signing transfer agreement;

- changes of residence and correspondence address;

- changes of data necessary for SAWP to distribute amounts due to the Rightholder.

7. The Rightholder notes, that SAWP shall not be responsible for results of mistakes or omissions arising from lack of or from improper registering of artistic performances, producers', publishing or license agreements.

8. In case of breach of any obligation referred to in sec. 6, the Rightholder shall bear justified and documented costs of unsuccessful settlement of claims performed by SAWP, resulting from breach of rights covered by this agreement.

9. Unless in the way of a separate statement presented to SAWP according to sec. 2, collective management regulated by this agreement has not been territorially limited, it shall cover the territory of the whole world, in particular by means of authorization granted to SAWP, to conclude agreements covering representation of rights being subject to this agreement by appropriate foreign organization for collective management of related rights, to enable redress on behalf of the Rightholder in the territory covered by management of such organization.

10. The Rightholder confirms, that this agreement is being concluded on the principles being in force in SAWP he is aware of, available on the website www.sawp.pl, the execution of which shall be governed by by-laws adopted by SAWP, in particular by Rules of distribution of rights revenues and Rules of making deductions from rights revenues for activity of social, cultural or educational character and of carrying out of such activities.

11. This agreement may be terminated by any party entirely, with regard to particular artistic performances, fields of exploitation or territories, subject to the period of 3 months notice effective on the end of the calendar half-year provided, that the termination may be made by SAWP only for an important reason and requires explanatory statement in a written form.

12. Expiry of the agreement shall not affect the capability to seek redress in relation to use of artistic performances, which took place during the contract period and the effectiveness of agreements for use of artistic performances or collection of remuneration for such use, concluded by SAWP before the end of the period of notice, during 2 years from the end of notice period.

13. The Rightholder confirms to become acquainted with informations pertaining to his rights and obligations resulting from this agreement and from the act on collective management of copyright and

related rights and pertaining to deductions made by SAWP, referred to in **Enclosure No.1** to this agreement.

14. The Rightholder confirms, that he got acquainted with informations pertaining to processing his personal data, presented to him by SAWP. The content of these informations is available SAWP web-site www.sawp.pl.

15. This agreement is being concluded for an unlimited period.

16. This agreement shall be governed by provisions of the act on collective management of copyright and related rights and of civil code.

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SAWP

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Rightholder

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