

RIGHTS ADMINISTRATION AGREEMENT AUTHORS



between

ANREDE
VORNAME NAME
ADRESSE
PLZ ORT
LAND

E-MAIL

hereafter referred to as the "**Author**"
(for the purpose of this Agreement, "Author" applies to persons of either gender)

and

SUISA

Swiss Cooperative Society for Authors and Publishers of Music
Bellariastrasse 82, PO Box 782, CH-8038 Zurich

SPECIMEN

A. Rights Administration Agreement and General Terms and Conditions for Rights Administration

By this Agreement, the Author instructs SUISA to manage the rights in his musical works.

The particulars and reciprocal rights and obligations of the parties to the Rights Administration Agreement are regulated by the attached **General Terms and Conditions for Rights Administration** (edition of 1.1.2013) which form an **integral part** of the Agreement.

By his signature, the Author confirms that he has **read** and **understood**, and that he **accepts**, the attached General Terms and Conditions for Rights Administration.

By his signature, the Author further confirms that he is **entitled to sign** the Rights Administration Agreement, and that he is **over 18** and of **sound mind**.

B. Amendment of the General Terms and Conditions for Rights Administration

The Board of SUISA may **amend** the General Terms and Conditions for Rights Administration from the start of any calendar year. SUISA shall communicate the amended General Terms and Conditions for Rights Administration to the Author by electronic mail or by post. If the Author **does not agree** with the amendments, he may **terminate** the Rights Administration Agreement **within 90 days** of receiving the amended General Terms and Conditions effective on the date the new General Terms and Conditions come into force. If the Author **does not avail** himself of the right to terminate the Agreement, he shall be deemed to have **accepted** the amended General Terms and Conditions, which shall thus be **valid and binding** on both parties.

C. Rights excluded from administration by SUISA

The Author may exclude certain groups of rights from the assignment to SUISA. This means that the excluded rights will not be managed by SUISA, or on SUISA's instructions, in Switzerland and abroad, and that the Author will not receive the corresponding remuneration from SUISA. The Author will have to assert those rights himself, or instruct another society to do so on his behalf.

The following groups of rights may be excluded:

- a. the right to perform musical works in any way whatsoever, the right to show audio-visual or multi-media works containing musical works, the right to make musical works perceptible elsewhere and the right to record musical works for that purpose (performance right);
- b. the right to broadcast musical works by radio, television or other similar means, terrestrially or via cable or satellite and the right to record musical works for that purpose, the right to rebroadcast and to make the musical works contained in such broadcasts perceptible (broadcasting and rebroadcasting right, and public reception right, including simulcasting);
- c. the right to make musical works available on the internet or on other networks so that they may be accessed by members of the public from a place and at a time individually chosen by them, and to record and store musical works for that purpose (online right);
- d. the right to record and distribute musical works on phonograms, videograms and other data carriers (mechanical rights; this exception does not apply to recordings made for performance and broadcasting purposes, or for the purpose of making available).

The Author excludes the following groups of rights: _____

D. Excluded territories

The Author may exclude individual countries from the assignment of his rights to SUIISA. That means that in the excluded territories his rights will not be managed by SUIISA or by the relevant sister society on SUIISA's instructions. In the excluded territories, the Author will have to assert those rights himself or instruct another society to do so.

The Author excludes the following territories: _____

E. Pseudonyms

The Author uses the following pseudonyms: _____

F. Supplemental provisions

In all other respects, the Author's relationship with SUIISA is governed by the Swiss Code of Obligations (especially the provisions concerning mandates), Swiss Civil Code, Articles of Association and regulations of SUIISA and the SUIISA Pension Fund for Authors and Publishers which form an integral part of the Rights Administration Agreement and which may be amended at any time by the General Meeting or the Board, as the case may be.

G. Applicable Law and Jurisdiction

This Agreement is exclusively governed by **Swiss law**.

For Authors who are foreign residents, the parties agree that **Zurich** is the place of **exclusive jurisdiction** and performance.

This Agreement has been made in two originals.

Zurich/Lausanne/Lugano,

Place, date _____

SUIISA

Author

(The English-language version of this Agreement has been translated for your convenience from the German-language original. In case of discrepancies, the German-language original shall prevail.)