



**SUISA**  
Cooperative Society of Music Authors and Publishers

## **DISTRIBUTION RULES**

**2017**



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(Version as of 1 October 2017)

## Revenues from Switzerland and Liechtenstein

### 1 Entitled parties

#### 1.1 Members and principals of SUISA or one of its foreign sister societies

##### 1.1.1 Parties entitled to receive shares in any case

The following parties shall, in any event, receive shares in the remuneration from protected works created, co-created or published by them:

composers

lyricists

translators

publishers

and their heirs or legal successors. The same shall apply to arrangers for free works arrangements eligible for protection.

##### 1.1.2 Parties entitled to receive shares based on agreements

<sup>1</sup> Arrangers, or their heirs or legal successors, shall also receive shares in the remuneration from their arrangements of protected works, provided that the authors or publishers of the arranged works agree that the arranger is to receive a share in the remuneration from the work.

<sup>2</sup> Sub-publishers, their heirs or legal successors shall also receive shares in the remuneration from protected works sub-published by them, provided that the agreements they have concluded with the publishers do not expressly refute the right to receive a share in the remuneration for the work.

#### 1.1.3 Definition of entitled parties

##### 1.1.3.1 Composers

<sup>1</sup> Composers shall be defined as natural persons who have created the music.

<sup>2</sup> Several persons who have created a musical piece together shall be considered as co-composers.

<sup>3</sup> If someone lawfully uses pre-existing music by other authors for creating a work - depending on the scope of their own contribution - they shall be considered as co-composer, arranger or co-arranger.

<sup>4</sup> Setting protected lyrics to music can only be recognised if the author of these lyrics, his/her heirs or legal successors has/have approved this.

##### 1.1.3.2 Lyricists

<sup>1</sup> Lyricists shall be defined as natural persons who have created the lyrics for a musical work.

<sup>2</sup> Several persons who have created lyrics together shall be considered as co-lyricists.

<sup>3</sup> If someone lawfully uses pre-existing lyrics by other authors for creating lyrics they shall be considered as co-lyricists.

<sup>4</sup> If someone creates new lyrics for a musical work on behalf of a Sub-Publisher, they shall receive a share as a sub-lyricist, irrespective of whether they have based their lyrics on pre-existing lyrics or not.

<sup>5</sup> Lyricists shall also be entitled to a share in the remuneration for the work if the music to which the lyrics belong is performed or broadcast without the lyrics.

<sup>6</sup> Lyricists shall not receive a share for such work excerpts which cannot contain lyrics by their very nature, such as overtures or ballet music from operas, fantasias on melodies from operas and operettas, suites from oratorios or festivals etc.

<sup>7</sup> In the case of audiovisual recordings, information on the music contents (audiovisual work documentation, formerly known as “cue sheet”) shall act as the respective basis.

<sup>8</sup> Sub-lyricists shall only receive a share in the remuneration for a work if their lyrics were demonstrably used.

### **1.1.3.3 Translators**

<sup>1</sup> Translators shall be defined as natural persons who translated lyrics into another language.

<sup>2</sup> Translators shall receive a share in the remuneration for a work they co-created like a co-lyricist. If someone creates a translation on behalf of a sub-publisher, they shall receive the share of a sub-lyricist.

<sup>3</sup> A translation of protected lyrics can only be recognised if the author of the text, his/her heirs or legal successors has/have approved this.

### **1.1.3.4 Publishers**

<sup>1</sup> Publishers shall be defined as natural or legal persons who have acquired publishing rights for a work, and, in fulfilment of their contractual duties, reproduce or commission the reproduction of the works at their own expense and distribute them accordingly.

<sup>2</sup> Work copies made by publishers can be the usual printed or reproduced editions of the entire work as well as sound or audiovisual recordings such as CDs, DVDs etc.

<sup>3</sup> With regards to works belonging to serious music or light music for orchestras it is sufficient if the publisher commissions the rental editions to be manufactured at its own expense.

<sup>4</sup> Owning the reprinting rights only or being engaged in activities without financial risk, i.e. merely taking a commission, [so-called “Kommissionsverlag”] shall not entitle the publisher to receive any shares in the remuneration for a work.

<sup>5</sup> A publishing agreement shall only be recognised if it has been entered into for an unlimited period or at least for a fixed term of 3 years.

<sup>6</sup> The date when publishing commences shall be determined based on the provisions of the publishing agreement as follows:

- the date for the agreement to enter into force stipulated in the agreement shall be authoritative;
- if the agreement does not stipulate such a date, the date when the publishing agreement was signed by both parties shall be authoritative;
- if the agreement contains neither the date of the agreement entering into force nor the date of signature, the date when SUISA receives the agreement shall be authoritative.

Provisions relating to cases where there is a change in publisher shall remain reserved (paragraph 9).

<sup>7</sup> The date when publishing ends shall be determined based on the provisions of the publishing agreement as follows:

- the end date of the agreement as stipulated in the agreement shall be authoritative;
- if the agreement does not stipulate such a date, the end of the publishing shall be calculated based on the date the publishing commences pursuant to paragraph 6 and the duration of the exploitation stipulated.

Provisions relating to cases where there is a change in publisher shall remain reserved (paragraph 9).

<sup>8</sup> SUIISA shall only honour the contractually stipulated end date of a publishing agreement if it receives a specific written notice at the point in time when the agreement expires. Otherwise the publishing agreement shall be deemed to have been extended.

<sup>9</sup> For cases where there is a change of publisher, the applicable date shall be determined based on the provisions of the publishing agreement as follows:

- the date stipulated in the agreement for such a change shall be authoritative;
- if the agreement does not stipulate such a date, the date of the new publisher providing evidence of the change shall be authoritative.

<sup>10</sup> Publishers shall be entitled to a share in the revenues collected by SUIISA during the periods described in paragraphs 6 to 9, as long as they registered the publishing agreement with SUIISA at least five months before the next relevant settlement date. Agreements registered after this time limit will be taken into account in the settlement insofar as possible. Different distribution keys cannot be applied within a single settlement period. For agreements applicable retroactively, the date the agreement is received by SUIISA shall be authoritative.

#### **1.1.3.5 Arrangers**

<sup>1</sup> Arrangers shall be defined as natural persons who create a protected musical work based on an existing work in such a way that the used [existing] work with its individual character is still recognisable.

<sup>2</sup> The following do not qualify as arrangements:

- Publications for practical use which are restricted to:
  - Adding dynamic or agogic accents,
  - Adding musical phrasing symbols,
  - Entering finger positions [fingerings],
  - Registrations for organ or other keyboard instruments,
  - Ornaments,
  - Transferring an old musical notation style into a style in use today,
  - Correcting of clerical mistakes of the original and similar activities;
  - Shifting of music to another key or pitch (transpositions);
  - Editing out of individual parts [voices];
  - Exchanging or doubling of parts [voices];
  - Adding of mere parallel parts [voices];
  - Allocating existing parts to other instruments (simple transcriptions).

<sup>3</sup> An arrangement of a protected work can only be recognised if the composer of the work, his/her heirs or legal successors has/have given their consent.

<sup>4</sup> If a sub-publisher commissions an arrangement of a work, the arranger shall receive a share in the remuneration for the work as sub-arranger.



<sup>5</sup> Arrangers or sub-arrangers shall only receive a share in the remuneration from public performances and broadcasts in the following cases:

- if their name is contained in the programme and the arrangement could be recognised based on a registration or a fiche internationale;
- if their name is not contained in the programme, but if the only edition corresponding with the kind of performance for Switzerland or Liechtenstein mentions said arranger.

The same shall apply to sound and audiovisual recordings produced by broadcasting studios.

<sup>6</sup> Arrangers or sub-arrangers shall only receive a share in the remuneration from the manufacture of sound and audiovisual recordings, excluding broadcasting studio productions, if their name is included in the report by the producer and the arrangement could be acknowledged based on a registration or a fiche internationale.

<sup>7</sup> Sub-arrangers shall only receive a share in the remuneration for a work if their arrangements were demonstrably used.

#### **1.1.3.6 Sub-publishers**

<sup>1</sup> Sub-publishers shall be defined as natural or legal persons who have, based on a contract with a publisher abroad, acquired the right to produce work copies and to distribute them in Switzerland and Liechtenstein. It is irrelevant whether the work copies of the sub-publisher have been manufactured domestically or abroad.

<sup>2</sup> Sub-publishers who are only entitled to make or distribute work copies for specific editions of a work, shall receive a share in the remuneration for a work also in cases where it cannot be clearly determined which edition was used.

<sup>3</sup> Any demarcations of the sub-publishing area which do not coincide with the Swiss borders including the borders of Liechtenstein shall not be taken into consideration. In such cases the sub-publisher who can show that it represents the biggest geographic sub-publishing area in Switzerland and Liechtenstein shall receive the sub-publishing shares.

<sup>4</sup> A sub-publisher shall only be recognised if the agreement with the foreign publisher has been entered into for a minimum term of 3 years. Compliance with this minimum term may be waived if a first sub-publisher grants the sub-publishing rights it acquired for three years to a second sub-publisher within 12 months.

<sup>5</sup> The date a sub-publishing agreement enters into force shall be determined based on the provisions of the sub-publishing agreement:

- the date for the agreement to enter into force stipulated in the agreement shall be authoritative;
- if the agreement does not stipulate such a date, the date of signature by both parties shall be authoritative;
- if the agreement contains neither the date of the agreement entering into force nor the date of signature, the date when SUISA receives the agreement shall be authoritative.

Provisions relating to cases where there is a change of sub-publisher shall remain reserved (paragraph 8).

<sup>6</sup> The date a sub-publishing agreement ends shall be determined based on the provisions of sub-publishing agreement:

- the end date of the sub-publishing as stipulated in the agreement shall be authoritative;
- if the agreement does not stipulate such a date, the end of the sub-publishing shall be calculated based on the date the sub-publishing commences pursuant to paragraph 5 and the duration of the exploitation stipulated.

Provisions relating to cases where there is a change of sub-publisher shall remain reserved (paragraph 8).

<sup>7</sup> SUISA shall only recognise the contractually stipulated end date of a sub-publishing agreement if it receives a specific written notice at the point in time when the agreement expires. Otherwise the publishing agreement shall be deemed to have been extended.

<sup>8</sup> For cases where there is a transfer from one sub-publisher to another, the authoritative date shall be determined based on the provisions in the agreement between the publisher and the sub-publishers as follows:

- the date stipulated in the agreement for such a change shall be authoritative;
- if the agreement does not stipulate such a date, the date of the new sub-publisher providing evidence of the change shall be authoritative.

<sup>9</sup> Sub-publishers shall be entitled to their share of the revenue collected by SUISA during the periods described in paragraphs 5 to 8, as long as the publisher registered the sub-publishing agreement with SUISA at least five months before the next relevant settlement date. Agreements registered after this time limit will be taken into account in the settlement insofar as possible. For agreements applicable retroactively, the date the agreement is received by SUISA shall be authoritative. After the expiry of an agreement, unless the parties agree otherwise and notify SUISA accordingly, SUISA shall continue to send settlement statements to the sub-publisher for 12 months. Different distribution keys for the same work cannot be applied within a single settlement period.

## **1.2 Authors and publishers whose rights were not or only partially assigned to SUISA or one of its foreign sister societies**

<sup>1</sup> Shares of these authors and publishers shall be calculated in accordance with the same rules as applicable to members or principals of SUISA or one of its foreign sister societies.

<sup>2</sup> Shares of these authors and publishers shall be credited to reserve accounts for unidentified rights owners. Exempt thereof are:

- authors' or publishers' shares in countries not within the scope of activity of a sister society which has a contractual relationship with SUISA. In such cases the other parties entitled to a share in the remuneration for the work shall receive the respective shares as long as the assumption can be made that they see to the redirection of these shares.
- authors' and publishers' shares for the sound and audiovisual recordings produced by radio and TV in cases where the authors and publishers have granted SUISA or one of its sister societies the broadcasting rights but not the rights to produce sound and audiovisual recordings. These shares shall be credited to the sub-publisher, in cases where there is no sub-publisher to the publisher, as long as the assumption can be made that they see to the redirection of these shares.
- shares assigned by authors and publishers to film producers for specific rights. These shares can be directly credited to the rights owners or their associations for redirection. For this purpose, SUISA may enter into agreements for the general rights administration and distribution of remuneration.

<sup>3</sup> SUISA shall make any reasonable efforts to distribute the collected remuneration to rights owners.

### **1.3 Authors whose works are no longer protected by copyright in Switzerland and Liechtenstein**

<sup>1</sup> Shares for these authors shall benefit authors and their publishers whose works are still protected by copyright. Depending on the scope of the distribution, this affects authors and publishers of all works in the same distribution category, the same performance programme or the same sound or audiovisual recording. In the case of manufacturing sound and audiovisual recordings the remaining authors and the publisher of the same work shall receive the free shares.

<sup>2</sup> Exempt thereof are authors' shares in jointly created works. Since the term of protection for such works depends on the death of the last surviving co-author, the heirs or legal successors of all co-authors shall receive a share in the remuneration until the term of protection has lapsed.

<sup>3</sup> Article 2.1.2, paragraph 2 shall also remain reserved.

### **1.4 Unclear cases**

<sup>1</sup> In cases of a lack of clarity regarding entitled parties, their affiliation to sister societies or in the case of shares in dispute, the payout of the relevant remuneration may be postponed for as long as it takes to achieve clarity or the involved parties have come to an agreement. The amounts held back from payout shall not be subject to any interest on arrears.

<sup>2</sup> In cases where the uncertainty arose due to pseudonyms or publishers' titles not differing sufficiently from one another, the respective shares shall be credited to the reserve accounts for unidentified rights owners.

<sup>3</sup> In cases of a lack of clarity regarding entitled parties or shares in dispute, SUISA shall set a deadline of six months for someone who has made a claim for themselves or is disputing a third party's claim to initiate legal action to settle the dispute. If a well-founded request is made, this deadline may be extended by a further six months. If the legal action has not been initiated within the scheduled period, SUISA shall be entitled to pay out the remuneration with exonerating effect to the party whose share was in dispute. Payment of shares in dispute may only be postponed again, if legal action has actually been taken.

<sup>4</sup> Instead of following the procedure described in the previous paragraph, SUISA may deposit shares in dispute with a court of law, if the conditions of the Swiss Code of Obligations have been complied with.

## **2 Shares**

### **2.1 Shares of SUISA members and principals**

#### **2.1.1 Shares stipulated by contract**

##### **2.1.1.1 Agreements between authors**

<sup>1</sup> Authors may freely determine the authors' shares in the remuneration for their works among themselves.

<sup>2</sup> Shares of authors not protected by copyright (DP, public domain) shall, in any case, correspond with the regulatory shares in line with article 2.1.2.

##### **2.1.1.2 Agreements between publishers**

<sup>1</sup> Publishers and sub-publishers may determine the publisher's share among themselves by contractual agreement.

<sup>2</sup> In cases where a work has been originally published in Switzerland and Liechtenstein, a sub-publishing agreement cannot be concluded for said territory.

<sup>3</sup> In cases where a foreign co-publisher is involved in a work that has been originally published in Switzerland and Liechtenstein, the relevant co-publisher's shares can be sub-published in said territory. The combined shares of publisher and sub-publisher may not exceed 33.33% for performing and broadcasting rights in such cases.

##### **2.1.1.3 Agreements between authors and publishers**

<sup>1</sup> Authors and publishers may freely determine their shares in the remuneration for their works.

<sup>2</sup> The total percentage of all publishers' and sub-publishers' shares may, however, not exceed 33.33% for published works and 50% for sub-published works for performance and broadcast rights.

##### **2.1.1.4 Agreements between arrangers and publishers**

<sup>1</sup> Arrangers, sub-arrangers and sub-lyricists may also agree their shares with the publisher or sub-publisher, who has been granted the respective right by the composer or lyricist.

<sup>2</sup> Shares of the arranger, the sub-arranger or the sub-lyricist of the music may, however, not exceed the regulatory distribution key pursuant to article 2.1.2. in this case.

<sup>3</sup> These shares shall not be included in the publisher's share pursuant to article 2.1.1.3.

##### **2.1.1.5 Incomplete or conflicting agreements**

<sup>1</sup> In cases where there is no contractual agreement relating to the remuneration for the work, the regulatory distribution keys shall be authoritative (2.1.2).

<sup>2</sup> For the purpose of its distributions, SUISA shall automatically correct any cases where maximum shares are exceeded or minimum shares are not reached.

##### **2.1.1.6 Contractual scope**

<sup>1</sup> Agreements among authors or among publishers may relate

- only to the distribution categories for performances and broadcasts (Distribution categories 1A, 1C, 1E, 2–12, see article 4.1),
- only to the distribution categories for sound and audiovisual recordings (Distribution categories 1B, 1D, 2B, 2D, 21 and 22, see article 4.1),

– or to all distribution categories.

<sup>2</sup> Agreements which only relate to individual distribution categories shall not be considered.

<sup>3</sup> In cases where agreements do not contain information on the contractual scope the assumption shall be made that they relate to all distribution categories.

#### **2.1.1.7 Start of validity for SUISA**

<sup>1</sup> Articles 1.1.3.4 paragraph 10 and 1.1.3.6 paragraph 9 shall apply to agreements in which publishers or sub-publishers participate.

<sup>2</sup> With regard to all other agreements, the parties shall be entitled to the shares notified to SUISA at least five months before the next relevant settlement date. Agreements notified to SUISA after this time limit shall be taken into account insofar as possible.

<sup>3</sup> Different distribution keys for the same work cannot be applied within a single settlement period.

#### **2.1.2 Regulatory distribution keys**

<sup>1</sup> The following tables show the distribution keys:

Tables I for work registrations prior to 31/12/2016:

Table I A: Music without lyrics

Table I B: Music with lyrics

Tables II for work registrations from 1/1/2017 onwards:

Table II A: Music without lyrics

Table II B: Music with lyrics

The following circumstances shall be considered for determining the distribution key:

- whether music and lyrics are protected by copyright or whether music and/or lyrics are not protected;
- whether the following usages are concerned:
  - Performances or broadcasts, including cable re-transmission,
  - Sound or audiovisual recordings, including those of the SRG which were produced for broadcasting purposes;
- whether the publisher receives the usual share of 33.33% or in the case of film score pursuant to article 2.1.3.6, a share of 50% from performance and broadcast rights (valid up to 31/12/2017);
- whether the publisher receives the usual share of 40% or in the case of own recordings pursuant to article 2.1.3.3, a share of 50% for mechanical reproduction rights of sound and audiovisual recordings.

<sup>2</sup> Composers who write music to accompany lyrics which were already in the public domain at the time of the musical setting shall receive the share of the lyricist in the case of performances and broadcasts. This provision shall apply for all works which have been registered with SUISA after 1/1/2017.

## Tables I for work registrations prior to 31/12/2016

Table I A Music without lyrics

Entitled parties			Performances and broadcasts	Mechanical reproduction sound/audiovisual recordings	
				Protected music %	arrangements of DP works %
			%	%	%
<b>Manuscript works</b>					
01	Composer	C	100	100	
02	Composer	C	80	80	–
	Arranger	AR	20	20	100
<b>Published works</b>					
03	Composer	C	65(50*)	60(50*)	
	Publisher	E	35(50*)	40(50*)	
04	Composer	C	50(40*)	47.5(40*)	–
	Arranger	AR	15(10*)	12.5(10*)	60(50*)
	Publisher	E	35(50*)	40(50*)	40(50*)
<b>Sub-published works</b>					
05	Composer	C	50	40	
	Publisher	E	15	20	
	Sub-publisher	SE	35	40	
06	Composer	C	40	30	–
	Arranger	AR	10	10	40
	Publisher	E	15	20	20
	Sub-publisher	SE	35	40	40
07	Composer	C	35	30	
	Publisher	E	15	20	
	Sub-arranger	SR	15	10	
	Sub-publisher	SE	35	40	
08	Composer	C	35	30	–
	Arranger	AR	–	–	30
	Publisher	E	15	20	20
	Sub-arranger	SR	15	10	10
	Sub-publisher	SE	35	40	40

\*see articles 2.1.3.3, «Publisher's share for own recordings» and 2.1.3.6, «Film score»

## Tables I for work registrations prior to 31/12/2016

Table I B Music with lyrics

Entitled parties		Performances and broadcasts (see also article 2.1.2, para. 2)	Mechanical reproduction sound/audiovisual recordings			
			protected music protected lyrics %	protected music DP lyrics %	DP music protected lyrics %	Arrangements of DP works %
<b>Manuscript works</b>						
09	Composer C	50	50	100	–	
	Lyricist A	50	50	–	100	
10	Composer C	42.5	42.5	80	–	–
	Lyricist A	42.5	42.5	–	50	–
	Arranger AR	15	15	20	50	100
<b>Published works</b>						
11	Composer C	32.5(25*)	30(25*)	60(50*)	–	
	Lyricist A	32.5(25*)	30(25*)	–	60(50*)	
	Publisher E	35(50*)	40(50*)	40(50*)	40(50*)	
12	Composer C	27.5(22.5*)	25(22.5*)	47.5(40*)	–	–
	Lyricist A	27.5(22.5*)	25(22.5*)	–	30(25*)	–
	Arranger AR	10(5*)	10(5*)	12.5(10*)	30(25*)	60(50*)
	Publisher E	35(50*)	40(50*)	40(50*)	40(50*)	40(50*)
<b>Sub-published works</b>						
13	Composer C	25	20	40	–	
	Lyricist A	25	20	–	40	
	Publisher E	15	20	20	20	
	Sub-publisher SE	35	40	40	40	
14	Composer C	17.5	15	30	–	
	Lyricist A	17.5	15	–	30	
	Publisher E	15	20	20	20	
	Sub-lyricist SA	15	10	10	10	
	Sub-publisher SE	35	40	40	40	
15	Composer C	17.5	15	30	–	
	Lyricist A	17.5	15	–	30	
	Publisher E	15	20	20	20	
	Sub-arranger SR	15	10	10	10	
	Sub-publisher SE	35	40	40	40	

\* see articles 2.1.3.3, «Publisher's share for own recordings» and 2.1.3.6, «Film score»

## Tables I for work registrations prior to 31/12/2016

Table I B Music with lyrics

Entitled parties			Performances and broadcasts	Mechanical reproduction sound/audiovisual recordings			
				protected music protected lyrics	protected music DP lyrics	DP music protected lyrics	Arrangements of DP works
	%		%	%	%	%	%
16	Composer	C	17.5	15	30	–	
	Lyricist	A	17.5	15	–	30	
	Publisher	E	15	20	20	20	
	Sub-lyricist	SA	7.5	5	5	5	
	Sub-arranger	SR	7.5	5	5	5	
	Sub-publisher	SE	35	40	40	40	
17	Composer	C	22.5	17.5	30	–	–
	Lyricist	A	22.5	17.5	–	20	–
	Arranger	AR	5	5	10	20	40
	Publisher	E	15	20	20	20	20
	Sub-publisher	SE	35	40	40	40	40
18	Composer	C	15	12.5	22.5	–	–
	Lyricist	A	15	12.5	–	15	–
	Arranger	AR	5	5	7.5	15	30
	Publisher	E	15	20	20	20	20
	Sub-lyricist	SA	15	10	10	10	10
	Sub-publisher	SE	35	40	40	40	40
19	Composer	C	17.5	15	30	–	–
	Lyricist	A	17.5	15	–	15	–
	Arranger	AR	–	–	–	15	30
	Publisher	E	15	20	20	20	20
	Sub-arranger	SR	15	10	10	10	10
	Sub-publisher	SE	35	40	40	40	40
20	Composer	C	17.5	15	30	–	–
	Lyricist	A	17.5	15	–	15	–
	Arranger	AR	–	–	–	15	30
	Publisher	E	15	20	20	20	20
	Sub-lyricist	SA	7.5	5	5	5	5
	Sub-arranger	SR	7.5	5	5	5	5
	Sub-publisher	SE	35	40	40	40	40



**Tables II for work registrations from 1/1/2017 onwards**

**Table II A Music without lyrics**

Entitled parties			Performances and broadcasts	Mechanical reproduction sound/audiovisual recordings	
				protected music	Arrangements of DP works
			%	%	%
<b>Manuscript works</b>					
01	Composer	C	100	100	
02	Composer	C	80	80	–
	Arranger	AR	20	20	100
<b>Published works</b>					
03	Composer	C	66.67(50*)	60(50*)	
	Publisher	E	33.33(50*)	40(50*)	
04	Composer	C	50(40*)	47.5(40*)	–
	Arranger	AR	16.67(10*)	12.5(10*)	60(50*)
	Publisher	E	33.33(50*)	40(50*)	40(50*)
<b>Sub-published works</b>					
05	Composer	C	50	40	
	Publisher	E	15	20	
	Sub-publisher	SE	35	40	
06	Composer	C	40	30	–
	Arranger	AR	10	10	40
	Publisher	E	15	20	20
	Sub-publisher	SE	35	40	40
07	Composer	C	35	30	
	Publisher	E	15	20	
	Sub-arranger	SR	15	10	
	Sub-publisher	SE	35	40	
08	Composer	C	35	30	–
	Arranger	AR	–	–	30
	Publisher	E	15	20	20
	Sub-arranger	SR	15	10	10
	Sub-publisher	SE	35	40	40

\* see articles 2.1.3.3, «Publisher's share for own recordings» and 2.1.3.6, «Film score» (valid until 31/12/2017)

**Tables II for work registrations from 1/1/2017 onwards**
**Table II B Music with lyrics**

Entitled parties		Performances and broadcasts (cf article 2.1.2. para. 2)	Mechanical reproduction sound/audiovisual recordings			
			protected Music protected Lyrics %	protected protected DP Lyrics %	DP music protected Lyrics %	Arrangements of DP works %
<b>Manuscript works</b>						
09	Composer C	50	50	100	–	
	Lyricist A	50	50	–	100	
10	Composer C	42.5	42.5	80	–	–
	Lyricist A	42.5	42.5	–	50	–
	Arranger AR	15	15	20	50	100
<b>Published works</b>						
11	Composer C	33.34(25*)	30(25*)	60(50*)	–	
	Lyricist A	33.33(25*)	30(25*)	–	60(50*)	
	Publisher E	33.33(50*)	40(50*)	40(50*)	40(50*)	
12	Composer C	27.5(22.5*)	25(22.5*)	47.5(40*)	–	–
	Lyricist A	27.5(22.5*)	25(22.5*)	–	30(25*)	–
	Arranger AR	11.67(5*)	10(5*)	12.5(10*)	30(25*)	60(50*)
	Publisher E	33.33(50*)	40(50*)	40(50*)	40(50*)	40(50*)
<b>Sub-published works</b>						
13	Composer C	25	20	40	–	
	Lyricist A	25	20	–	40	
	Publisher E	15	20	20	20	
	Sub-publisher SE	35	40	40	40	
14	Composer C	17.5	15	30	–	
	Lyricist A	17.5	15	–	30	
	Publisher E	15	20	20	20	
	Sub-lyricist SA	15	10	10	10	
	Sub-publisher SE	35	40	40	40	
15	Composer C	17.5	15	30	–	
	Lyricist A	17.5	15	–	30	
	Publisher E	15	20	20	20	
	Sub-arranger SR	15	10	10	10	
	Sub-publisher SE	35	40	40	40	

\* see articles 2.1.3.3, «Publisher's share for own recordings» and 2.1.3.6, «Film score» (valid until 31/12/2017)

**Tables II for work registrations from 1/1/2017 onwards**
**Table II B Music with lyrics**

Entitled parties			Performances and broadcasts (cf article 2.1.2. para. 2)	Mechanical reproduction sound/audiovisual recordings			
				protected Music protected Lyrics	protected protected DP Lyrics	DP music protected Lyrics	Arrangements of DP works
				%	%	%	%
16	Composer	C	17.5	15	30	–	
	Lyricist	A	17.5	15	–	30	
	Publisher	E	15	20	20	20	
	Sub-lyricist	SA	7.5	5	5	5	
	Sub-arranger	SR	7.5	5	5	5	
	Sub-publisher	SE	35	40	40	40	
	17	Composer	C	22.5	17.5	30	–
Lyricist		A	22.5	17.5	–	20	–
Arranger		AR	5	5	10	20	40
Publisher		E	15	20	20	20	20
Sub-publisher		SE	35	40	40	40	40
18		Composer	C	15	12.5	22.5	–
	Lyricist	A	15	12.5	–	15	–
	Arranger	AR	5	5	7.5	15	30
	Publisher	E	15	20	20	20	20
	Sub-lyricist	SA	15	10	10	10	10
	Sub-publisher	SE	35	40	40	40	40
	19	Composer	C	17.5	15	30	–
Lyricist		A	17.5	15	–	15	–
Arranger		AR	–	–	–	15	30
Publisher		E	15	20	20	20	20
Sub-arranger		SR	15	10	10	10	10
Sub-publisher		SE	35	40	40	40	40
20		Composer	C	17.5	15	30	–
	Lyricist	A	17.5	15	–	15	–
	Arranger	AR	–	–	–	15	30
	Publisher	E	15	20	20	20	20
	Sub-lyricist	SA	7.5	5	5	5	5
	Sub-arranger	SR	7.5	5	5	5	5
	Sub-publisher	SE	35	40	40	40	40

### **2.1.3 Application of distribution keys in special cases**

#### **2.1.3.1 Co-authors and co-publishers**

<sup>1</sup> Co-authors such as co-composers, co-lyricists, co-translators and co-arrangers as well as co-publishers may contractually agree their shares; all shares per author's or publisher's category shall be subject to the minimum and maximum limits pursuant to article 2.1.1.

<sup>2</sup> In cases where there are no contractual agreements, the co-authors of each category as well as the co-publishers of each category shall receive the same shares for an individual work. In the case of compilations, the co-authors shall receive shares proportional to their own contributions.

#### **2.1.3.2 Lyricist's share for musical works with partial text only**

If only a part of a musical work features lyrics, the share of the lyricist shall be reduced based on the proportion between the duration of the music and the duration of the lyrics in the event that the music duration is at least three times higher than the duration of the lyrics.

#### **2.1.3.3 Publisher's share for "own" recordings**

The publisher's share in distribution categories 21 and 22 shall increase from 40% to 50% if he commissions the work to be recorded onto sound media at its own expense and by doing so, ensures the publication on sound and audiovisual recordings.

#### **2.1.3.4 Work concepts and similar works**

<sup>1</sup> Composers of verbal or graphic concepts or similar works where the performing artists influence the sound pattern considerably may grant such performing artists contractual rights to receive a share as co-composers in the remuneration from the respective performances, broadcasts and sound recordings.

<sup>2</sup> The total share of all performing artists may not exceed that of the composers of the verbal or graphic concepts.

#### **2.1.3.5 Improvisations**

SUISA includes such improvisations into its distribution process that it has been notified of by the organisers or authors.

#### **2.1.3.6 Film scores**

<sup>1</sup> For music in sound films, the composers and authors of the lyrics on the one hand, and the publisher on the other hand can agree that the share of the publisher for the distribution categories performances and broadcasts shall amount to 50%. These keys shall be applicable for each individual musical sequence of the sound film.

<sup>2</sup> Music specifically created for a sound film with only a single composer being involved, shall be combined to a single sequence.

<sup>3</sup> The provision in paragraph 1 shall apply up to 31/12/2017. All works that are registered from 1/1/2018 onwards, will no longer be subject to a special key for performances and broadcasts..

### 2.1.3.7 Medleys and fantasias

Unless authors and publishers have entered into an agreement stating different provisions, the following key shall apply:

	Distribution categories Performances and Broadcasts	Distribution categories Sound and audiovisual recordings
Arranger of the medley or fantasia	16.67%	10%
Publisher of the medley or fantasia	33.33%	40%

The remaining shares shall be distributed among the authors who created the works used for the medley or fantasia.

### 2.1.3.8 Work fragments

<sup>1</sup> For work fragments the same key shall apply as for the entire work, irrespective of which part of the work the fragment stems from.

<sup>2</sup> An excerpt from a cycle, an operetta, an opera or another oeuvre which, according to the information in the programme comprising an individual song or an individual movement, shall not be classified as a fragment.

## 2.2 Shares of members and principals of foreign sister societies

### 2.2.1 Shares in works with contributions by SUISA members or principals

<sup>1</sup> Distribution keys of foreign sister societies shall be treated by SUISA like those agreed between its own authors and publishers.

<sup>2</sup> These keys shall also comply with the minimum and maximum limits under article 2.1.1. If these limits are not respected, SUISA shall apply its own keys pursuant to article 2.1.2.

<sup>3</sup> Composers' and lyricists' shares whose works are no longer protected by copyright shall in any case be determined and processed in accordance with SUISA's distribution rules and regulations.

### 2.2.2 Shares in works with no contributions by SUISA members or principals

<sup>1</sup> Information contained in *fiches internationales*, CISAC's world works list or other kinds of equivalent documentation shall form the basis for such works.

<sup>2</sup> In cases where such information is missing or where there is no documentation whatsoever, the following steps shall be taken - depending on the agreements with the foreign sister societies:

- documentation shall be requested on a case by case basis,
- the shares shall be completed by applying the distribution rules of the foreign sister societies with contributions to the work, as long as these distribution rules are known to SUISA,
- the shares shall be determined based on the SUISA keys pursuant to article 2.1.2,
- the total remuneration for the work shall not be split into individual shares and be passed on as a whole to the sister society to whom the composer, in the case of an arrangement of a DP work or lyrics for a DP work, the lyricist is affiliated. Should the publisher be known, the total remuneration for the work may be passed on to its society.

<sup>3</sup> Composers' and lyricists' shares whose works are no longer protected by copyright, shall, in any case, be determined and processed in line with SUISA's distribution rules and regulations.

<sup>4</sup> In cases where the information on *fiches internationales* is conflicting, the sister societies interested in the work shall be requested to come to an agreement. Payment of the remuneration for the work shall be put on hold until such time.

### 3 Calculation of work remuneration

#### 3.1 Rules

Remuneration for all works shall be calculated in accordance with the same rules. Such rules shall refer to:

- Duration,
- Classification of the broadcast programmes,
- Supplement for broadcast premieres.

#### 3.2 Duration

##### 3.2.1 Establishing the duration

<sup>1</sup> The actual duration of the performance, broadcast or sound recording of a work shall determine the calculation of its remuneration.

<sup>2</sup> The duration shall be calculated in seconds, minutes or 5-minute blocks.

Seconds:

- TV broadcasts (including sound recordings of the TV station)
- Film screenings
- Concerts, with the programme indicating the duration in seconds and the concert performance being accounted for on a per programme basis
- Sound and audiovisual recordings of a work

Minutes:

- Radio broadcasts (including sound recordings of the radio station)
- Concert performances which are accounted for on a per programme basis.

Fragments of minutes shall be rounded up to whole minutes.

5-minute blocks: All other performances, in line with the following table:

Duration	Time factor
1 – 5 minutes	1
6 – 10 minutes	2
11 – 15 minutes	3
16 – 20 minutes	4
21 – 25 minutes	5
26 – 30 minutes	6
etc.	etc.

Fragments of minutes shall be rounded up to whole minutes.

<sup>3</sup> If the duration of the performance, the broadcast or the sound recording of a work is not included in the programme or the producer's report, and if it cannot be determined without disproportionate efforts, the time indicated in the work registration or the *fiche internationale* shall be used.

<sup>4</sup> If such documents do not contain information on duration either, the duration shall be estimated.

### 3.3 Classification of SRG broadcast programmes (advertising excluded) and private broadcasters (advertising excluded)

<sup>1</sup> Broadcast programmes in distribution categories 1A–1B (SRG radio broadcasts) and 2A–2B (private radio broadcasts) shall be classified equally, with the exception of broadcasts in distribution level D, and shall be subject to the following factors:

Level	Music in broadcast programmes	Factor	
D	Music used for the identification of broadcasters, broadcasters' chains and broadcast programmes or in order to provide a musical background or bedding: idents, logos, jingles, loops, trailers etc., background music e.g. for informative broadcasts, sports and quiz shows	– 1 <sup>st</sup> – 12 <sup>th</sup> broadcast	1
		– 13 <sup>th</sup> – 52 <sup>nd</sup> broadcast	0.5
		– any further broadcasts	0.05
E	All other music	1	

<sup>2</sup> Broadcast programmes in distribution categories 1C–1D (SRG TV broadcasts) and 2C–2D (private TV broadcasts) shall be classified depending on the significance of the music and shall be subject to the following factors:

Level	Music in broadcast programmes	Factor
A	Broadcasts of concerts or similar musical events, music video clips	2
C	Music in films (e.g. feature films, TV films, cartoons, cartoon movies, documentaries, series), without logos, opening and closing music for series	1
D	Music used for the identification of broadcasters, broadcasters' chains and broadcast programmes or in order to provide musical background or bedding: idents, logos, jingles, loops, trailers, billboards etc., background music e.g. for informative broadcasts, sports and quiz shows, logos, opening and closing music for series, music for test cards, text images and still images	0.25

Classification is not influenced by the fact whether the broadcast is direct [live] or time shifted.

### 3.4 Supplements for broadcast premieres (SRG radio broadcasts)

#### Distribution categories 1A and 1B (SRG radio broadcasts)

In distribution categories 1A and 1B (SRG radio broadcasts), the first transmission or the transmission with the highest points (as per the classification under 3.2 and 3.3, excluding music from level D) for each work shall receive a five-fold remuneration per distribution period.

## 4 Distribution categories

### 4.1 Number of distribution categories

SUISA administers the following distribution categories:

No.	Distribution category
1	SRG broadcasts <ul style="list-style-type: none"> <li>A Radio broadcasts</li> <li>B Sound recordings for radio broadcasts</li> <li>C TV broadcasts (advertising excluded)</li> <li>D Audiovisual recordings for TV broadcasts (advertising excluded)</li> <li>E TV advertisements</li> </ul>
2	Private broadcasters' transmissions <ul style="list-style-type: none"> <li>A Radio broadcasts (advertising excluded)</li> <li>B Sound recordings for radio broadcasts (advertising excluded)</li> <li>C TV broadcasts (advertising excluded)</li> <li>D Audiovisual recordings for TV broadcasts (advertising excluded)</li> <li>E Radio advertisements</li> <li>F TV advertisements</li> </ul>
3	Pay radio / Pay TV broadcasts <ul style="list-style-type: none"> <li>A Transmission of programmes without pictures</li> <li>B Transmission of programmes with pictures</li> </ul>
4	Concerts <ul style="list-style-type: none"> <li>A Concerts by concert institutes</li> <li>B Concerts and other performances with average revenues of more than 20 CHF per work</li> <li>C Concerts with average revenues of up to CHF 20 per work</li> </ul>
5	Church performances
6	Brass bands
7	Secular choirs, accordion, guitar and mandolin clubs, folk and drum bands etc.
8	Yodelling clubs
9	Performances of audiovisual recordings <ul style="list-style-type: none"> <li>A Film screenings in cinemas</li> <li>B Advertisements in cinemas</li> <li>C Performances of audiovisual recordings with revenues of more than CHF 200 per audiovisual recording (not in cinemas)</li> <li>D Performances of audiovisual recordings with revenues of up to CHF 200 per audiovisual recording (not in cinemas)</li> </ul>
12	Entertainment events (concerts excluded) <ul style="list-style-type: none"> <li>A Entertainment events with live music</li> <li>B Entertainment events with music from sound recordings</li> </ul>



- 21 Mechanical reproduction of sound recordings and online audio uses
- A Commercially released records and cassettes
  - B Music boxes
  - C Sound recordings for advertising
  - D Other sound recordings
  - R Ringtones
  - S Online audio streams
  - X Online audio downloads
- 22 Mechanical reproduction of audiovisual recordings and online video uses
- A Commercially released audiovisual recordings (music DVDs)
  - B Audiovisual recordings for advertising
  - C other audiovisual recordings
  - S Online video streams
  - X Online video downloads

## 4.2 Provisions for individual distribution categories

### 4.2.1 Distribution categories 1A–1D (SRG broadcasts, advertising excluded)

<sup>1</sup> One distribution category (1A and 1C) shall each be allocated to all SRG radio and TV broadcasts; all recordings of audio and audiovisual works for radio and TV by SRG shall be allocated with one further distribution category each (1B and 1D) with the exception of TV commercials (see article 4.2.2).

<sup>2</sup> Radio and TV remuneration shall be divided such that broadcasts involving the station's own production of studio recordings of audio and audiovisual works shall be allocated as follows:

2/3 shall be allocated to the broadcast

1/3 shall be allocated to the production of the sound or audiovisual recording.

<sup>3</sup> For distribution categories 1B and 1D all radio and TV broadcasts shall be deemed to have been recorded by the studios onto sound media, with the exception of:

- Commercially released films shown on TV

It does not make a difference how many sound recordings have been produced for the broadcast. Sound recordings which are not broadcast shall not be considered for distribution purposes.

<sup>4</sup> With the exception of SRG's regional news, all SRG radio programmes shall be subject to the same factors.

<sup>5</sup> All SRG TV broadcasts shall be subject to the same factors with the exception of TV programmes which mainly consist of repeats of other programmes.

<sup>6</sup> Joint programmes broadcast simultaneously on several SRG radio programmes or TV channels, shall be considered as broadcasts of each individual programme / channel, in so far as they have a far-reaching and trans-regional significance from a linguistic point of view. Except thereof are, in particular, broadcasts which are regularly taken over by other programmes. Such broadcasts shall only be considered as one broadcast.

<sup>7</sup> Radio broadcasts which are simultaneously transmitted by "Swiss Radio International" shall only be considered as a broadcast of the respective radio channel.

<sup>8</sup> SRG regional news shall be weighted with factor 0.2 of the above broadcasts.

<sup>9</sup> TV programmes consisting largely of repeats of other programmes shall be weighted with factor 0.2 of the above broadcasts.

#### **4.2.2 Distribution category 1E (SRG TV advertisements)**

The distribution shall be made on a “per commercial basis”, in proportion to the turnover yielded by Publisuisse for the broadcast of the commercial, and shall be reduced based on the proportion between the duration of the music and the duration of the commercial (pro rata temporis). The total distributable amount shall be distributed on a per commercial basis proportionately to the amount thus calculated.

#### **4.2.3 Distribution category 2 (Private radio and TV broadcasters’ transmissions)**

##### **4.2.3.1 Distribution categories 2A and 2C (Private broadcasters’ transmissions, advertising excluded)**

<sup>1</sup> The distribution shall be made per private broadcaster in relation to the licence fees paid by the private broadcasters provided that the income from such fees is higher than the threshold set by the SUIISA Board of Directors on an annual basis and that the broadcaster electronically transmits complete reports in a suitable digital format which can be automatically processed by SUIISA. Licence fees collected from private broadcasters which do not reach the threshold amount set by the SUIISA Board of Directors shall not be distributed at detailed level. Said income shall benefit the other broadcasts in the same distribution category on a pro rata basis.

<sup>2</sup> Radio and TV remuneration shall be divided in the case of broadcasts involving the station’s own production of studio recordings on sound or audiovisual media as follows:

2/3 shall be allocated to the broadcast

1/3 shall be allocated to the production of the sound or audiovisual recording.

<sup>3</sup> For distribution categories 2B and 2D all radio and TV broadcasts shall be deemed to have been recorded by the studios onto sound media, with the exception of:

– Commercially released films shown on TV

<sup>4</sup> It does not make a difference how many sound recordings have been produced for the broadcast. Sound recordings which are not broadcast shall not be considered for distribution purposes.

<sup>5</sup> Prior to the distribution, the broadcast income must be reduced by the amount that represents the value of the programmes regularly taken over by other broadcasters. This amount shall be distributed as a supplement to the licence fee paid by the original broadcaster of the programme.

##### **4.2.3.2 Distribution categories 2E and 2F (Private broadcasters’ advertisements)**

Music in commercials shall be subject to a standard calculation process per broadcast.

#### **4.2.4 Distribution categories 3A and 3B (Pay radio/pay TV broadcasts)**

<sup>1</sup> The income per pay radio/pay TV programme shall determine the distribution. If a provider of several programmes offers services in the form of programme packages, the revenues for the packages shall be allocated to the individual programmes in proportion to the number of their subscribers, irrespective of their broadcast duration.

<sup>2</sup> Pay TV programmes shall be subject to the following factors:

- programmes on sport, news, information                      Factor 1
- programmes on music and culture                                      Factor 4
- all other TV programmes    Factor 3

<sup>3</sup> Shares allocated to individual programmes shall be distributed as follows:

- Shares of foreign programmes shall be transferred to sister societies of the country of origin for further distribution; prior to that, a hypothetical share (or a share agreed upon with the sister society) on behalf of the Swiss sub-publishers shall be deducted;
- Shares of Swiss pay radio programmes shall be allocated to distribution category 1A with the exception of private broadcasters' shares which are allocated to distribution category 2A;
- Shares of Swiss pay TV programmes shall be distributed on a per programme basis provided that the distributable amount allocated to said programme is higher than the threshold set by the SUIISA Board of Directors.

<sup>4</sup> The assumption is made that the providers do not record the programmes onto sound or audiovisual media.

<sup>5</sup> Shares of Swiss sub-publishers shall be paid as a supplement in the form of a percentage which is the same for all sub-publishers on top of their income from distribution categories 1A and 1C.

#### **4.2.5 Distribution categories 4A, 4C and 5–8 (Concerts and church performances, brass bands, choirs and yodelling clubs, except concerts with an income of more than CHF 20 per work)**

<sup>1</sup> All programmes in distribution categories 4A and 4C shall be treated equally.

<sup>2</sup> For distribution categories 5, 6, 7 and 8 the programmes for big international individual events, church concerts and regional, cantonal and national Swiss music festivals determining the distribution shall be collected on an annual basis.

<sup>3</sup> For distribution categories 6, 7 and 8 all programmes determining the distribution shall be collected on an annual basis, if a Swiss umbrella organisation of music associations delivers the programmes for all of its members electronically in a suitable digital format which can be automatically processed by SUIISA. Furthermore, the umbrella organisation must represent at least 90% of all music associations whose programmes are distributed in the respective distribution category. These programmes shall form the basis of the annual distribution.

<sup>4</sup> Programmes for distribution categories 5, 6, 7 and 8, except those mentioned in paragraph 2, shall only be collected every other year, if the conditions mentioned in paragraph 3 have not been fulfilled. They shall form the basis for two distribution periods.

<sup>5</sup> If several choirs or ensembles participate in a performance of a work, such a performance shall still be treated as if it was only one performance of said work.

<sup>6</sup> Except thereof shall be so-called "joint performances" of works on the occasion of regional, cantonal or national Swiss music festivals; in such cases each participating choir, brass band or any other ensemble shall be counted with one performance each.

<sup>7</sup> Remuneration for performances of repertoires for which the annual tariff income is less than CHF 15,000 shall not be distributed individually but shall be allocated proportionately to other performances within the same distribution category.

#### **4.2.6 Distribution category 4B (Concerts and other performances with revenues of more than CHF 20 per work)**

<sup>1</sup> Distributions shall be made on a per programme basis.

<sup>2</sup> In cases where an additional programme is added to the concert, 90% of the remuneration shall be distributed on the basis of the main programme, 10% on the basis of the additional programme.

#### **4.2.7 Distribution category 9 (Performances of audiovisual recordings)**

##### **4.2.7.1 Sub-category 9A (Film screenings in cinemas)**

Music in all films that are screened shall be subject to a standard calculation process per second of music and per member of the cinema audience.

##### **4.2.7.2 Sub-category 9B (Advertisements in cinemas)**

Music in all commercials shown shall be subject to a standard calculation process per second of music.

##### **4.2.7.3 Sub-category 9C (Performances of audiovisual recordings outside cinemas with revenues of more than CHF 200 per audiovisual recording)**

The distribution shall be made per audiovisual recording.

##### **4.2.7.4 Sub-category 9D (Performances of audiovisual recordings outside cinemas with revenues of up to CHF 200 per audiovisual recording)**

Music on all audiovisual recordings shall be subject to a standard calculation process per second of music.

#### **4.2.8 Distribution category 12 (Entertainment events, concerts excluded)**

##### **4.2.8.1 Sub-category 12A (Entertainment events with live music)**

All programmes shall be subjected to the same procedure.

##### **4.2.8.2 Sub-category 12B (Entertainment events with music from sound recordings)**

The distribution is based on a statistically determined sampling procedure which is executed by using hit boxes for music monitoring. The recordings made by means of such hit boxes shall form the basis for the distribution.

#### **4.2.9 Distribution categories 21A, 21B and 22A (commercially released sound and audiovisual recordings)**

<sup>1</sup> The distribution shall be made on a basis per sound or audiovisual recording, depending on the method of calculation for the copyright remuneration.

<sup>2</sup> In cases where the sound or audiovisual recording is intended for export purposes and where the country of destination is known to SUISA, the remuneration shall be distributed in line with the provisions contained in the sub-publishing agreements as follows:

Contractual provisions:	Parties entitled to receive remuneration:
The Swiss sub-publisher receives remuneration from sound and audiovisual recordings manufactured in Switzerland	The same authors and publishers as those entitled in the case of the sound and audiovisual recording being sold in Switzerland
The foreign sub-publisher receives remuneration from sound and audiovisual recordings sold in the export country	Authors and publishers who are entitled to receive a share in the work remuneration in the export country

Except thereof are distributions which would entail unreasonable distribution efforts.

#### **4.2.10 Distribution categories 21C, 22B and 22C (Mechanical reproduction of sound recordings and mechanical reproduction and performance of audiovisual recordings not intended for commercial release)**

The distribution shall be made per sound recording and per audiovisual recording.

#### **4.2.11 Distribution category 21D (Sound recordings, neither for commercial release nor for advertising)**

Music on all sound recordings shall be subject to a standard calculation process per minute of music.

#### **4.2.12 Distribution categories 21R, 21S, 21X, 22S and 22X (ringtones, online audio streams and downloads, and online video streams and downloads)**

Distribution shall be made per use depending on how the remuneration was calculated.

## **5 Allocation of remuneration**

### **5.1 Cost coverage**

<sup>1</sup> SUISA shall deduct the necessary amount to cover their administration costs from all remuneration collected.

<sup>2</sup> The cost-coverage deduction shall be:

- for performances and broadcasts, including sound and audiovisual recordings by radio and TV plus cable re-transmission: a percentage set by the SUISA Board of Directors on a per annum or per distribution period basis. This percentage is generally the same for all performances, broadcasts and re-transmissions. Costs for collection and distribution work relating to those shares that SUISA allocates to other societies must, however, be taken into consideration. The cost deduction for sound and audiovisual recordings by radio and TV must always remain under a maximum level of 25%;
- for tariffs governing the mechanical reproduction of other sound and audiovisual recordings: a maximum percentage of 15%; the percentage is set by the SUISA Board of Directors on an annual basis;
- for the common tariffs (CT = common tariffs with other Swiss collecting societies) 4 (blank media levies), 4i (levy for digital storage media integrated in devices), 5 + 6 (rental and lending rights), 7 (use in schools), 8 (reprographic rights), 9 (personal use – business internal networks), 10 (use of works and performances by persons with disabilities) and 12 (remuneration for the provision of set-top boxes with storage and vPVRs) plus for all revenues from abroad: a percentage set by the SUISA Board of Directors on an annual basis.

<sup>3</sup> Any agreements with sister societies shall be reserved.

<sup>4</sup> These provisions are in line with the provisions of SUISA's Articles of Association, article 8.3.5.

### **5.2 Contributions to the promotion of social benefits and cultural interests**

<sup>1</sup> From all revenues in Switzerland and Liechtenstein for:

- performances and broadcasts, including cable re-transmission,
- mechanical reproduction of sound and audiovisual recordings by radio and TV for the purpose of the broadcast,
- blank media levy (CT 4),
- levy for digital storage media integrated in devices (CT 4i)
- rental and lending rights (CT 5+6),
- use in schools (CT 7),
- reprographic rights (CT 8),
- personal use – business internal networks (CT 9)
- use of works and performances by persons with disabilities (CT 10),
- provision of set top boxes with storage and vPVRs (CT 12)

the following percentages shall be allocated after the respective cost deductions have been made:

- 7.5% in favour of SUISA's "Stiftung Urheber- und Verleger-Fürsorge" [SUISA Pension Fund for Authors and Publishers],
- 2.5% in favour of the "FONDATION SUISA" for the promotion of cultural issues [SUISA Foundation for music]

<sup>2</sup> Exempt thereof is internet use (audio and video on demand offers) pursuant to article 5.6.

<sup>3</sup> Any agreements with sister societies shall be reserved.

<sup>4</sup> These provisions are in line with the provisions of SUISA's Articles of Association, article 8.3.6.

### 5.3 Allocation principles

#### 5.3.1 Remuneration - with programme information or hit box recordings

Remuneration for which SUISA obtains programmes or other forms of reporting on the works used shall be due to the authors and publishers mentioned in such documents.

#### 5.3.2 Remuneration - no programme information available

Remuneration where no programmes are provided shall be allocated to such distribution categories in which the same or at least a similar kind of music prevails.

### 5.4 Allocation of income from individual tariffs

Remuneration collected by SUISA shall be allocated to the individual distribution categories as shown in the table below:

Tariff	Tariff description	Distribution categories	
A	SRG Radio		1A – 1B
	SRG TV (including advertising)	64 %	1C – 1D
		36 %	1E
B	Music associations		
	– Brass bands		6
	– Secular choirs and instrumental ensembles		7
	– Yodelling clubs		8
	– Orchestra consortiums		4C
CT C	Churches and other religious communities		5
D	Concert societies		
	– Remuneration collected per season		4A
	– Remuneration collected for individual concerts		4B
CT E	– Cinemas	91%	9A
		6%	9B
		1.5%	12A
		1.5%	12B
	– Screenings of audiovisual recordings (excluding cinemas)		
	– revenues of more than CHF 200 per audiovisual recording screened		9C
	– revenues of up to CHF 200 per audiovisual recording screened		9D
CT H	Music for dancing and entertainment in the hospitality industry		
	– Entertainment events with live music		
	– Performances with revenues of more than CHF 20 per work		4B
	– other performances		12A
	– Entertainment events with music from sound recordings		12B

Tariff	Tariff description	Distribution categories	
CT Hb	Music performances for dancing and entertainment		
	– Revenues for live music with programme information		
	– with revenues of more than CHF 20 per work		4B
	– all other cases		12
	– Revenues for live music - no programme information available	3%	4C
		7%	5
		40%	6, 7, 8
		50%	12A
	– Revenues for music from sound recordings		12B
CT HV	Hotel videos		9D
CT K	Concerts and concert-like performances		
	– Revenues with programme information		
	– with revenues of more than CHF 20 per work		4B
	– all other cases		4C
	– Revenues - no programme information available	10%	4A
		40%	4C
		3%	5
		7%	6, 7, 8
		20%	12A
		20%	12B
CT L	Dance, gymnastics and ballet classes	50%	4C
		25%	12A
		25%	12B
CT Ma	Jukeboxes	30%	2A–D
		3%	4C
		7%	5
		10%	6, 7, 8
		25%	12A
		25%	12B
PA	Music boxes		21B
PI	Music reproduced on sound recordings intended for the public		21A
PN	Music reproduced on sound recordings not intended for the public		
	– Sound recordings for advertising		21C
	– other sound recordings		21D
CT S	Broadcasters		
	– Private radios		2A, 2B, 2E
	– Private TV		2C, 2D, 2F
	Allocation to the distribution categories 2E and 2F shall be made in proportion of the average duration of the commercial to the total broadcast duration.		

Tariff	Tariff description	Distribution categories
VI	Music reproduced on audiovisual recordings intended for the public	22A
VN	Music reproduced on audiovisual recordings not intended for the public and their performance	
	– Audiovisual recordings for commercial purposes	22B
	– other audiovisual recordings	22C
CT Y	Pay radio / pay TV	3A, 3B
CT Z	Circus	
	– Revenues with programme information	
	– with revenues of more than CHF 20 per work	4B
	– with revenues of up to CHF 20 per work	4C
	– Revenues - no programme information available	50% 12A
		50% 12B

## 5.5 Common Tariffs (CT) of SUISA, PROLITTERIS, SUISSIMAGE, SSA and SWISSPERFORM

The remuneration collected shall be shared among the collecting societies SUISA, PROLITTERIS, SUISSIMAGE, SSA and SWISSPERFORM. The amounts attributed to SUISA shall be allocated as follows:

### 5.5.1 CT 1 – cable networks, CT 2a – retransmission via repeaters and CT 2b – IP-based networks

<sup>1</sup> The remuneration collected based on these tariffs shall be split into radio remuneration and TV remuneration. SUISA shall split said remuneration among broadcasters whose programmes are (re)transmitted via cable, via repeaters or via IP-based networks. Domestic and foreign programmes shall be treated equally without taking into account any differences in broadcasting times.

<sup>2</sup> TV broadcasters shall be subject to the following factors:

Sport, news, info and shopping channels	Factor 1
Music and culture channels	Factor 4
All other channels	Factor 3

<sup>3</sup> Allocations to SRG broadcasting programmes, private Swiss broadcasters and foreign broadcasters shall be made based on daily reach numbers.

<sup>4</sup> The shares due to the individual broadcasters shall be allocated:

- in the case of Swiss radio programmes, to distribution categories 1A or 2A;
- in the case of Swiss television programmes, to distribution categories 1C (90%) and 1E (10%), or distribution categories 2C (90%) and 2F (10%);
- in the case of foreign broadcasting stations, to the sister societies of the country of origin for onward distribution after deducting the share of the Swiss sub-publisher from the distributable proceeds.

<sup>5</sup> Deductions in favour of Swiss sub-publishers shall be paid as a supplement in the form of a percentage, which shall be the same for all sub-publishers, on top of their income from distribution categories 1A and 1C.



**5.5.2 CT 3a – General Background Music**

	Distribution categories	
Revenues with programme information		
– with revenues of more than CHF 20 per work (performances of sound recordings)		4B
– with revenues of more than CHF 200 per audiovisual recording		9C
– any other cases (audiovisual recordings)		9D
– any other cases (sound recordings)		12A
Revenues - no programme information available		
– Audio	55.0%	1A
	29.5%	2A
	0.5%	2E
	1.0%	4C
	0.5%	5
	6.5%	6, 7, 8
	3.5%	12A
	3.5%	12B
– Video	55.0%	1C
	0.5%	1E
	3.9%	2C
	0.1%	2F
	0.5%	5
	20.0%	9D

The remaining 20% shall be allocated as a supplement to the TV remuneration from tariff CT1 for foreign broadcasters.

**5.5.3 CT 3b – Background music on transport**

	Distribution categories	
Revenues with programme information		
– with revenues of more than CHF 20 per work (performances of sound recordings)		4B
– with revenues of more than CHF 200 per audiovisual recording		9C
– any other cases (audiovisual recordings)		9D
– any other cases (sound recordings)		12A
Revenues - no programme information available	50.0%	1A
	10.0%	1C
	0.5%	1E
	25.0%	2A
	5.5%	6, 7, 8
	2.0%	9D
	3.5%	12A
	3.5%	12B

**5.5.4 CT 3c – Reception of TV transmissions via giant screens (“public viewing”)**

	Distribution categories	
	55.0%	1C
	0.5%	1E
	3.9%	2C
	0.1%	2F
	0.5%	5
	20.0%	9D

The remaining 20% shall be allocated as a supplement to the TV remuneration from tariff CT1 for foreign broadcasters.

#### 5.5.5 CT 4 (blank media), 4i (built-in digital storage media) – Blank media levies

	Distribution categories	
– Audio	20.0%	1A
	13.4%	2A
	(for domestic licensing) 33.3%	21A
	(for central licensing) 33.3%	21A
– Video	75.0%	1C
	5.0%	22A

The remaining 20% shall be allocated as a supplement to the TV remuneration from tariff CT 1 for foreign broadcasters.

In the case of the mobile phones and tablets, CT 4i revenues shall be allocated 90% to audio and 10% to video. In respect of the other blank media regulated by CT 4 and CT 4i, the relevant distribution key shall be determined by the type of blank media.

#### 5.5.6 CT 5 – Rental of work copies

	Distribution categories	
Revenues with programme information		
– with revenues of more than CHF 20 per work (sound recordings)		4B
– with revenues of more than CHF 200 per audiovisual recording		9C
– any other cases (audiovisual recordings)		9D
– any other cases (sound recordings)		12A
Revenues - no programme information available		
– Audio	50.0%	2A–D
	25.0%	12A
	25.0%	12B
– Video	50.0%	9A
	50.0%	22A

#### 5.5.7 CT 6a, b – Rental (CT 6a) and lending (CT 6b) of work copies in libraries

	Distribution categories	
Revenues with programme information		
– with revenues of more than CHF 20 per work (sound recordings)		4B
– with revenues of more than CHF 200 per audiovisual recording		9C
– any other cases (audiovisual recordings)		9D
– any other cases (sound recordings)		12A
Revenues - no programme information available		
– Audio	50.0%	2A–D
	25.0%	12A
	25.0%	12B
– Video	50.0%	9A
	50.0%	22A

#### 5.5.8 CT 7 – Use in schools (music performances and making copies onto blank media)

	Distribution categories	
Revenues for music performances across several school grades		
	50.0%	4C
	25.0%	12A
	25.0%	12B

<sup>1</sup> Revenues for the recording of radio and TV broadcasts shall be split among broadcasters whose broadcasts were recorded and/or reproduced.

<sup>2</sup> Shares allocated to individual programmes shall be distributed as follows:

- Shares of foreign programmes shall be transferred to sister societies of the country of origin for further distribution; prior to that, a hypothetical share (or a share agreed upon with the sister society) on behalf of the Swiss sub-publishers shall be deducted;
- Shares of transmissions by Swiss broadcasters shall be allocated to the distribution categories 1A and 2A;
- Shares of Swiss TV programmes shall be allocated as a supplement to the distribution categories 1C and 2C.

<sup>3</sup> Deductions in favour of Swiss sub-publishers shall be paid as a supplement in the form of a percentage which is the same for all sub-publishers on top of their income from distribution categories 1A and 1C.

### 5.5.9 CT 8 – Reprographic rights

<sup>1</sup> The distributable amount shall be split in half for the pedagogic and non-pedagogic repertoire.

<sup>2</sup> Pedagogic repertoire

100% of this share shall be distributed to the Swiss publishers and sub-publishers and to the foreign sister societies subject to the condition that the other rightsholders shall be remunerated directly. The share of publishers, sub-publishers and sister societies shall be calculated based on the reported number of available pages of pedagogic literature. The titles of said printed pedagogic literature must be verifiably listed in a publisher's catalogue. In cases where only the titles of pedagogic literature are reported, the distribution shall be based on 16 pages per title.

<sup>3</sup> Non-pedagogic repertoire

This share shall be allocated to the following distribution categories:

	Distribution categories	
Concert societies	8.5%	4A
Concerts with revenues of up to CHF 20 per work	16.6%	4C
Church performances	16.6%	5
Brass bands	16.6%	6
Secular choirs, folk groups etc.	16.6%	7
Yodelling clubs	8.5%	8
Entertainment events (excluding concerts)	8.3%	12A
	8.3%	12B

### 5.5.10 CT 9 – Personal use – business internal networks

Distribution categories	
50.0%	1A
50.0%	1C

### 5.5.11 CT 10 – Use of works and performances by persons with disabilities

Distribution categories	
50.0%	1A
50.0%	1C

### 5.5.12 CT 12 – Remuneration for the provision of set top boxes with storage and vPVRs

The income shall be allocated as a supplement to the TV remuneration under article 5.5.1 (CT 1, 2a and 2b).

## 5.6 Internet use (audio and video on-demand offers)

<sup>1</sup> Revenues from audio or video on-demand offers shall be distributed based on both the performance rights distribution key and the mechanical rights distribution key (see article 2.1). Revenues shall be apportioned between the two distribution pools as follows:

Type of use	Performance and broadcasting rights	Mechanical rights
Downloads	25%	75%
Streams	75%	25%

<sup>2</sup> Revenues from cross-border licensing by SUIISA outside Switzerland and the Principality of Liechtenstein shall be apportioned between the two distribution pools in accordance with the distribution key of the sister society of the relevant country, provided it is known to SUIISA.

<sup>3</sup> Each identifiable use shall be remunerated if the relevant amount exceeds CHF 0.01 per entitled party and settlement period.

## 6 Programmes and reports as bases for distribution

### 6.1 Principle

<sup>1</sup> The distribution shall be made on the basis of the programmes provided by

- Organisers of performances or broadcasts,
  - Producers of sound and audiovisual recordings
- or on the basis of the hit box recordings.

<sup>2</sup> All programmes that have been sent to SUIISA shall be considered with the exception of:

- Programmes and reports which are provided beyond the contractually stipulated level by SUIISA
- Programmes and reports which have turned out to be obviously wrong upon SUIISA's evaluation;
- programmes and reports that have such big gaps that they do not reflect the performances, broadcasts or sound recordings that actually took place at all;
- Programmes or reports which led to documentation queries with members or principals of SUIISA or with foreign sister societies and where SUIISA did not receive any reply within the deadline given;
- Programmes and reports that are illegible.
- Programmes of entertainment events with music from sound recordings in distribution category 12B where only hit box recordings are considered for analysis.

### 6.2 Completion of missing information

<sup>1</sup> If one programme or report only contains the work title, and the details on the author(s) are missing, they must be determined and entered based on the information contained in SUIISA's database.

<sup>2</sup> In cases where a work has the same title as another work of the same musical genre, and if any further information is missing, said work shall be struck off the performance and broadcast programmes. Except thereof are titles which correspond to the description of a current hit. In that case it shall be assumed that the title in question is said hit. A hit shall be defined as a work that, compared to other works with the same title, has at least 20 times more performances than said work.

In cases where such a hit is contained in the reports provided by producers of sound recordings, the names of the authors shall be clarified by further queries.

### **6.3 Treatment of obviously wrong programmes**

<sup>1</sup> In cases where obviously wrong programmes are eliminated, the parties involved in creating such programmes shall be informed. They may contest the elimination of such programmes with the Distribution and Works Committee.

<sup>2</sup> SUISA shall reserve the right to initiate criminal proceedings in cases of fraud or attempts to defraud.

### **6.4 Late deliveries of programmes and reports**

Programmes and reports that were supplied late shall be considered in the following distribution.

### **6.5 Waiver for the delivery of programmes and reports**

<sup>1</sup> In the following cases, SUISA shall renounce on demanding programmes to be provided:

- Public reception of broadcasts;
- Taking over programmes by other broadcasters for re-broadcasting or for cable re-transmission;
- Broadcasts by private radios with music from sound recordings being played to the audience for hours. Such broadcasts shall be exempt where SUISA has bound the private radio to keep such schedules;
- Performances at entertainment events with music from sound recordings
- Other performances with sound recordings except in the following cases:
  - If the remuneration from the use of the same sound recording exceeds CHF 20 per work,
  - If, in its agreements with the customers, SUISA has stipulated a different procedure;
- Recital practices by music students;
- Performances via jukeboxes;
- Performances of interval or intermission music from sound recordings in cinemas;
- Film screenings in film clubs;
- Screenings of audiovisual recordings in discotheques;
- organ music during worship services, with the exception of those organists playing who have been obliged by SUISA to keep music listings;
- Performances by individual musicians and duos in the hospitality industry and at associations' occasions, as long as the repertoire has not been specially chosen for the occasion.

This waiver shall only relate to programmes to be supplied by the musicians per "music day", but not for the supply of their core repertoire for longer periods of time.

<sup>2</sup> The provisions of paragraph 1 shall also apply for the reports on the production of sound recordings as long as the permission for their production is linked to the permission for their public performance (so-called "common users").

<sup>3</sup> Upon application by the management and the Distribution and Works Committee SUISA's Board of Directors may renounce on further programme deliveries as long as statistical surveys provided evidence that the accuracy of the distribution is not substantially affected by renouncing on the programme.

## **7 Settlements**

### **7.1 Principle**

<sup>1</sup> SUISA shall issue a detailed settlement statement to authors, publishers and sister societies at least once a year.

<sup>2</sup> In cases where the same distribution categories are settled more than once a year, the distributable remuneration per distribution category may be calculated based on the calculation basis of the previous distribution period.

## **7.2 Payment dates**

<sup>1</sup> The remuneration collected shall be distributed no later than one year after the close of the business year.

<sup>2</sup> The payment dates must be communicated to all members and principals three months in advance.

## **7.3 Thresholds**

<sup>1</sup> As long as the distribution costs do not exceed the actual work remuneration, the latter shall be allocated specifically to the authors and publishers of the works listed, broadcast or recorded onto sound or audiovisual media.

<sup>2</sup> Pursuant to paragraph 1, even the smallest amounts shall be distributed, if they relate to works which have already been fully documented in the SUISA database. The same shall apply for films that have been entered into the database.

<sup>3</sup> Settlements not exceeding an amount set per rights owner and settlement by the Board of Directors shall be neither paid out nor credited. The balance of these settlements shall be used for cost recovery.

## **7.4 Objections**

<sup>1</sup> Objections by rights owners to settlements shall be dealt with swiftly.

<sup>2</sup> Rights owners shall file any objections to the works settlements in general (performances, broadcasts, sound or audiovisual recordings etc.) within nine months, to those relating to the classification of the broadcast programmes (article 3.3.) within 6 weeks of the date of therelevant settlement, otherwise the settlement shall be considered accepted.

## **7.5 Adjustments**

<sup>1</sup> In cases where SUISA obtains knowledge based on objections to settlements or otherwise about works used (performances, broadcasts, sound or audiovisual recordings) for which the remuneration was not included in the settlement, supplementary settlements shall be created and subsequent payments shall be made.

<sup>2</sup> Rights owners' claims for adjustments shall be restricted to work uses taking place no longer ago than 18 months before the objection and for which SUISA is able to collect remuneration retroactively.

<sup>3</sup> New rights owners shall have the right to claim supplementary distributions and adjustment payments for remuneration collected on their behalf during the five previous years.

## **7.6 Period of limitation**

Apart from the provisions of this document, the legal statutory provisions of limitations shall apply. The limitation of claims by SUISA vis-à-vis users shall remain reserved in any case.

## II Revenues from abroad

### 1 Shares

<sup>1</sup> The share of foreign revenues to which SUIISA members and principals are entitled for the use of their works abroad is based on

- the foreign distribution key applied by the paying sister society pursuant to the agreement concluded with SUIISA;
- the contractual agreements between the authors and publishers, provided and to the extent they are taken into account by the foreign sister society;
- in all other cases, in accordance with SUIISA's distribution key.

<sup>2</sup> In unclear cases, the provisions of Chapter I, article 1.4 shall apply by analogy.

### 2 Work remuneration

The remuneration from a work is equal to the settlement sum paid by the foreign sister society to SUIISA, converted into CHF on the date the payment is received by SUIISA.

### 3 Settlements

<sup>1</sup> Remuneration received for works shall be settled based on the distribution documentation supplied by the sister societies (programmes, reports and works' remuneration).

<sup>2</sup> SUIISA shall take all statements from the sister societies into account provided they are complete, properly delivered and paid.

<sup>3</sup> SUIISA shall issue a detailed settlement statement to its members and principals at least once a year.

<sup>4</sup> Subject to paragraph 2, SUIISA shall distribute the remuneration received from its sister societies at the latest one year after the closing of the financial year.

### 4 Objections to settlements

Members and principals shall file any objections to the works settlements within nine months of the date of the relevant statement, failing which statements shall be considered accepted.

### 5 Adjustments

SUIISA shall only make subsequent payments if the sister society concerned makes a subsequent transfer.

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