

Copyright Representation Agreement

Business name: Ochranná asociace zvukařů - autorů, z.s.
ID No.: 266 30 192
Tax ID No.: CZ26630192
Registered office: Národní 973/41, Staré Město, 110 00 Prague 1
Registered: in the Commercial Register maintained by the Municipal Court in Prague, Section L, Insert: 13704
Authorization for operation: Decision of the Ministry of Culture, ref. No. 10145/2003 adopted on 15 November 2006
Represented by: Bc. Tereza Landová, MBA, Directress
Bank details: 4442244422/2010
Contact information: phone No.: +420 602 744 314
e-mail: oaza@oaza.eu
web: www.oaza.eu

(hereinafter the "Collective Manager" or "OAZA")

AND

the copyrighted author

Name, surname, title / business name:
Date of birth / date of establishment:
Pseudonym:
ID No.:
Permanent residence / registered office:
Correspondence address:
Bank details:
Phone No.:
Email:
Legal title establishing the ownership of copyright:
Autor / employer*:

(hereinafter the "Copyright Holder" or "Author" or "Entitled Person")

**cross out the one that does not fit*

OR

the owner of copyright who is not the author

Name, surname, title / business name:
Date of birth / date of establishment:
Pseudonym:
ID No.:
Permanent residence:
Correspondence address:
Bank details:
Phone No.:
Email:

Details regarding the original copyright holder

(i.e. the person whose copyright was inherited):

Name, surname, title / business name:
Date of birth / date of establishment:
Legal title establishing the copyright ownership (such as the ref. No. of the notary decision, business name of the notary public office):

enter into this agreement on representation in the matters of copyright (hereinafter the “Agreement”):

I. Authorization

1. OAZA performs the management of copyright mandatorily collectively managed in accordance with the provisions of Section 97d par. 1 (Act No. 121/2000, Copyright Act, hereinafter the “CA”) the performance of which cannot be executed by the authors themselves, while they are required by legislation to be represented by a collective manager, in respect to the works of sound editors (the so-called masters of sound) – hereinafter the “works”. In accordance with the decision of the Ministry of Culture of the Czech Republic, the following rights are included:
 - a. right to remuneration for making a reproduction for personal use on the basis of audio and audiovisual fixation by the transfer of its content by means of a technical device to blank record carrier of such fixation according to Section 97d par. 1 letter. a) point 3 of the CA;
 - b. right to equitable remuneration for the rental of the original or a reproduction of work fixed in an audio or audio-visual fixation according to Section 97d par. 1 letter b) of the CA;
 - c. right to use of works by radio or television retransmission according to Section 97d par. 1 letter c) of the CA.

2. The Entitled Person authorizes OAZA without any territorial limitation to exercise the copyright which the Entitled Person holds at the time of concluding this Agreement or which may arise in the future towards all and any third parties in respect to published works or works offered for publication, specifically for the following use of copyrighted works in the Czech Republic and abroad:
 - a. exclusive authorization to exercise the voluntarily collectively managed copyright for which OAZA obtained authorization to perform collective management (especially under the provisions of Section 97e par. 4 of the CA)
 - right to reproduce the work according to Section 12 par. 4 letter c) and Section 13 of the CA;
 - right to distribute an original or a copy of the work according to Section 12 par. 4 letter b) and Section 14 of the CA;
 - right to communicate the work to the public by making the work available in such a way that anybody may access it from a place and at a time individually chosen by them, especially by using a computer or similar network according to Section 12 par. 4 letter f) and Section 18 par. 2 of the CA;
 - right to perform the non-theatre work live or from fixation and right to transmitting the performance of the work according to Section 12 par. 4 letter f) point 1 and Sections 19 and 20 of the CA;
 - right to broadcast the work by radio or television according to Section 12 par. 4 letter f) point 2 and Section 21 of the CA;
 - right to broadcast the work by radio or television according to Section 12 par. 4 letter f) point 4 and Section 23 of the CA.
 - b. exclusive authorization to perform economic copyright
 - right to rent an original or a reproduction of the work fixed in an audio or audio-visual fixation according to Section 15 of the CA;
 - right to lend an original or a reproduction of the work fixed in an audio or audio-visual fixation according to Section 16 of the CA.
3. The authorization in accordance with letter b) article I par. 2 includes in particular: the authorization and obligation of the Collective Manager to negotiate with the users of works, to grant non-exclusive license to use the works, to negotiate the conditions of the use of works, to prohibit the use of works in reasonable cases, to request, collect or enforce copyright remuneration for the permitted use of works, to collect remuneration in cases when the use of works is permitted directly by legislation, to perform necessary and appropriate acts, consisting in court-based and other similar protection of entrusted copyright, with the exception of disputes in the matters of personality rights.
4. The authors of collective works (co-authored works and connected works) may exercise their copyright only via a single joint representative who is authorized as their representative to enter into an agreement on authorization to enforce their copyright. This authorization shall be substantiated by a written power of attorney which shall be annexed to the Agreement.

II. Declarations of the Entitled Person

1. For the period of effect of this Agreement, the Entitled Person undertakes not to conclude with any third party any agreement which would be in conflict with this Agreement or its purpose, in particular not to conclude any agreement by which the Entitled Person would grant the authorization to execute the copyright specified in Article I Authorization under this Agreement to any third party.
2. The Entitled Person declares to be the holder of copyright the execution of which grants to OAZA, to hold them without any limitation and not to violate any rights of any third parties by entering into this Agreement, unless the Entitled Person expressly notified OAZA of the existence of such rights at the time when this Agreement was signed (such as co-authorship, etc.). The Entitled Person shall be held liable for any damage incurred by OAZA as a result of untruthfulness or incorrectness of this declaration.
3. The Entitled Person undertakes to provide OAZA with all data and details and other necessary assistance for the purposes of identifying and securing his/her/its rights, especially by providing OAZA with the list of published works on a standardized form which shall be updated regularly, and by proving his/her/its ownership of copyright in connection with the given work if necessary. The list of works forms an annex and integral part of this Agreement. Every year, the Author is obliged to update the list of newly created works without undue delay upon their creation and proposal of publication. The form for notifying the Collective Manager of new works shall be published by OAZA on its website: www.oaza.eu. The Copyright Holder acknowledges that works of which OAZA was not notified even subsequently cannot be subject to the execution of collective management or become source of remuneration under this Agreement.
4. Should the Entitled Person fail to notify OAZA of relevant data and details under this Article in a truthful and timely manner, or should the Entitled Person fail to notify OAZA of any changes to these data and details without undue delay, then the Entitled Person shall be held liable for any damage which may be incurred as a result of violating this obligation.

III. Rights and obligations of the Collective Manager

1. The Collective Manager declares to be a holder of relevant authorizations for the performance of collective management of economic copyright in connection with works of sound editors – authors (audio elements) – the so-called sound masters.
2. The Collective Manager undertakes to execute the copyright with which the Collective Manager was authorized in the interest of and for the benefit of the Entitled Person and with respect to the interests of all represented holders of copyright based on equal conditions and with the care of a good manager.
3. The Collective Administrator is authorized not to collect remuneration for the use works for humanitarian or charitable purposes or if it is uneconomical.
4. The Collective Administrator is authorized to enforce against the Entitled Person a contractual penalty in the amount of 20% of his/her/its yearly share if the Entitled Person notifies OAZA to be the copyright holder or owner of a work which was in fact not created by the Entitled Person or for which the Entitled Person does not hold the copyright. This contractual penalty may be set off against the yearly share of the Author.

IV. Remunerations and provisions

1. The payment of the author remuneration as part of the performance of the collective management and its billing is governed by the provisions of the Statutes and the Distribution Rules, including their potential changes and amendments adopted by the General Meeting of the OAZA's members (usually once a year).
2. The remuneration is paid in the form of a bank transfer to the account of the Entitled Person specified in the header of this Agreement. The remuneration not exceeding the amount of CZK 100 on the given pay-out date shall be stored by the Collective Manager and paid out upon request in cash in the office of the Collective Manager, or alternatively on the closest following pay-out date on which the summary for the given Author exceeds this amount.
3. The Collective Manager is entitled to be paid a provision for the representation of the Author in the amount of expenses reasonably spent for the activities of the Collective Manager based on the Financial Statements as verified and approved by the General Meeting of the Collective Manager.

V. Communication and deliveries

1. Both contracting parties are obligated to conduct their communication primarily in an electronic form by using the means enabling them to communicate remotely (especially through the above-specified email addresses); if this is not possible, then in a form of delivering a postal packet to the address specified in the header of this Agreement.
2. Any changes in the details specified by the contracting parties in the header of this Agreement shall be notified to the other contracting party without delay.
3. A message sent / communicated via electronic means enabling remote communication (especially email) is considered to be delivered if the other contracting party confirms its delivery by similar means, and the other party hereby undertakes to perform such a confirmation.
4. A message sent via a holder of a postal license is considered to be delivered also if it was provably sent to the address specified in the header of this Agreement and the holder of a postal license was unable to deliver it to the recipient, while the delivery is considered to occur after the expiration of 10 days from the day when the consignment was stored by the holder of a postal license.

VI. Consent with the personal data processing

1. The Author grants to the Collective Manager his/her/its consent with the processing of his/her/its personal data to the extent necessary for the performance of the activities of the Collective Manager. Furthermore, the Author grants to the Collective Manager his/her/its consent for the purposes of the Collective Manager providing the Author's personal data to the extent necessary for the representation of the Collective Manager under Section 97g of the CA.
2. Beyond the necessary scope (under the previous point), the Author grants to the Collective Manager his/her/its consent to share his/her/its personal data with third parties for the purposes of commercial use of the Author's works in searching services of the Collective Manager, in annual reports of the Collective Manager, in advertising and presentation materials of the Collective Manager, by making them available on the Internet, by providing an addressed information to a specifically identified interested party, by making an active offer as part of representing the rights of the Entitled Person, specifically:

first name – surname – contact address – phone number – email address – other contact details
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VII. Further Arrangements

1. Rights and obligations arising from this Agreement shall pass onto the legal successors of the contracting parties.
2. In the case of the death of the Entitled Person, the heirs step in the positions of the Entitled Person. If there is more than one heir, only one of them negotiates with OAZA and he/she/it can become a represented member of OAZA as an agent.
3. OAZA is not obligated to execute payments until the inheritance claims are settled and the agent is appointed. The collected remuneration shall remain on the OAZA's account on behalf of the Entitled Person up to that moment. The Entitled Person is obligated to prove the transfer of copyright by presenting a decision in the matter of inheritance or another officially verified document substantiating the title for representation.

VIII. Conclusion

1. This Agreement is concluded for the entire period of copyright protection. The Agreement is terminated if OAZA is dissolved, or the Author dies or Copyright Holder ceases to exist without any legal successor.
2. The Copyright Holder is entitled to terminate the Agreement as of 31 December of the calendar year in which the notice of termination was delivered to OAZA, but no later than by 30 September of the given calendar year.
3. OAZA may withdraw from the Agreement immediately if the Copyright Holder violates Article II par. 2, par. 3 of this Agreement, with the effect taking place on the day following the day when the withdrawal notice was delivered to the Copyright Holder.
4. If the contractual relationship arising from this Agreement is terminated, OAZA is obligated to settle all claims to which the Entitled Person is entitled in accordance with the Distribution Rules.
5. Any changes and amendments to this Agreement shall be executed in writing and form an integral part of this Agreement.
6. This Agreement is executed in two counterparts with the effect of an original document, while the Entitled Person shall receive one of them and the other one shall be archived for evidentiary purposes in the offices of OAZA.

In Prague on

In on

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Bc. Tereza Landová, MBA

Copyright Holder

Directress of OAZA