

महाराष्ट्र MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुंबई
प.सू.वि.क्र. ८००००९५
13 JUL 2023
सक्षम अधिकारी

श्रीमती लता सांगळे

**CONTRACT OF RECIPROCAL REPRESENTATION FOR
PERFORMING RIGHTS**

Between the undersigned:

RMPL - Collective Administration Society for sound recordings in India, (RMPL) Recorded Music Performance Limited (hereinafter referred to as RMPL), whose registered office is at 320, 3rd Floor, Crystal Point, Above Star Bazaar, New Link Road, Andheri (West), Mumbai- 400053, represented by its CEO, Mr. Sowmya Chowdhury, on the one part,

and

AMAR SOMBRÁS – Associação de Músicos, Arranjadores e Regentes – Sociedade Musical Brasileira (hereinafter referred to as AMAR), whose registered office is at Avenida Rio Branco, 18 – 19th/20th floors, represented by its President, Mr. Marco Venício Mororó de Andrade, on the other part.



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IT IS AGREED AS FOLLOWS:

Article 1

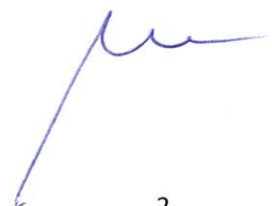
(I) By virtue of the present contract, RMPL confers on AMAR the non-exclusive right in the territories in which this latter operates (as they are defined and delimited in Art. 6 (1) hereafter), to grant the necessary authorizations for all public performances (as defined in paragraph III of this Article) of musical works, with or without lyrics, which are protected under the terms of national laws, bilateral treaties and multilateral international conventions relating to the author's right (copyright, intellectual property, etc.) now in existence or which may come into existence and enter into effect while the present contract is in force.

The non-exclusive right referred to in the preceding paragraph is conferred insofar the public performance right (which excludes live performance) in the works concerned has been, or shall be, during the period when the present contract is in force, assigned, transferred, or granted by whatever means, for the purpose of its administration, to RMPL by its members, in accordance with its Articles of Association and Rules; the said works collectively constituting "the repertoire of RMPL".

(II) Reciprocally, by virtue of the present contract AMAR confers on RMPL the non-exclusive right in the territories in which this latter Society operates (as these territories are defined and delimited in Art. 6 (I) hereafter) the necessary authorizations for all public performances(as defined in paragraph III of this Article) of musical works, with or without lyrics, which are protected under the terms of national laws, bilateral treaties and multilateral international conventions relating to the author's right (copyright, intellectual property, etc.) now in existence or which may come into existence and enter into effect while the present contract is in force.

The non-exclusive right referred to in the preceding paragraph is conferred insofar as the public performance right in the works concerned has been, or shall be, during the period when the present contract is in force, assigned, transferred or granted by whatever means, for the purpose of its administration, to AMAR by its members, in accordance with its Articles of Association and Rules, the said works collectively constituting "the repertoire of AMAR".

(III) Under the terms of the present contract, the expression "public performances" includes all sounds and performances rendered audible to the public in any place whatever within the territories in which each of the contracting Society operates, by any means and in any way whatever, whether the said means be already known and put to use or whether hereafter discovered and put to use during the period when this contract is in force. "Public performance" includes in particular performances provided by instrumental or vocal; by mechanical means such as phonographic records, wires, tapes and sound tracks (magnetic or otherwise); by processes of projection (sound films), of diffusion and transmission (such as radio and television broadcasts, whether made directly or relayed, retransmitted, etc.), as well as by any process of wireless reception (radio and television receiving apparatus, telephonic reception, etc., and similar means and devices, etc.). The public audition or public performance by mechanical means such as phonographic records, wires, sound tracks (magnetic and otherwise), etc., may only be authorized if the mechanical right owner (or his representative) has prior hereto authorized the mechanical reproduction of the sound carrier inquestion for the purposes of its public performance.



Authorization for wireless diffusion and transmission is subject to the condition that the broadcasting organization has received the consent of the mechanical right owner (or his representative), on the one hand, for its own recordings and, on the other hand, for the use of sound carriers made by third parties.

The provisions of the two preceding paragraphs are not applicable in countries where law or case law do not grant the author the right to control the use of recordings the making of which he has authorized.

Authorization for performance by processes of projection (sound film) is subject to the condition that the synchronization right has been duly granted by the copyright owner (or by its representative).

In order to cover as precisely as possible the concept of public performance (paragraph III above) as this concept is understood in each of the countries in which reciprocal representation instituted by the present contract is to operate, but solely for this purpose, the contracting parties undertake to make party to the present contract, in so far as may be necessary, the stage rights Societies of their respective countries, or, for unitary Societies, their stage rights department.

Article 2

(I) The non-exclusive right to authorize performances, as referred to in Art. 1 entitles each of the contracting Societies, within the limits of the powers pertaining to it by virtue of the present contract, and of its own Articles of Association and Rules, and of the national legislation of the country or countries in which it operates;

a) to permit or prohibit, whether in its own name or that of the author concerned, public performances of works in the repertoire of the other Society and to grant the necessary authorizations for such performances;

b) to collect all royalties required in return for the authorizations granted by it (as provided in a) above);

to receive all sums due as indemnification or damages for unauthorized performance of the works in question;

to give due and valid receipt for the aforementioned collections;

c) to commence and pursue, either in its own name or that of the author concerned, any legal action against any person or corporate body and any administrative or other authority responsible for illegal performances of the works in question;

to transact, compromise, submit to arbitration, refer to any Court of Law, special administrative tribunal;

d) to take any other action for the purpose of ensuring the protection of the public performance right in the works covered by the present contract.



(II) The present contract being personal to the Contracting Societies, and concluded on that basis, it is formally agreed that, without the express written authorization of one of the contracting Societies, the other contracting Society may not in any circumstances assign or transfer to a third party all or part of the exercise of the prerogatives, faculties or otherwise to which it is entitled under the said contract and in particular under Article 2. Any transfer effected in despite of this clause shall be null and void without the fulfillment of any formality.

Article 3

(I) In virtue of the powers Conferred by Articles 1 and 2, each of the contracting parties undertakes to enforce within the territory in which it operates the rights of the members of the other party in the same way and to the same extent as it does for its own members, and to do this within the limits of the legal protection afforded to a foreign work in the country where protection is claimed, unless, in virtue of the present contract, such protection not being specifically provided in law, it is possible to ensure an equivalent protection.

Moreover, the contracting parties undertake to uphold to the greatest possible extent, byway of the appropriate measures and rules, applied in the field of royalty distribution, the principle of solidarity as between the members of both Societies, even where by the effect of local law foreignworks are subject to discrimination.

In particular, each Society shall apply to works in the repertoire of the other Society the same tariffs, methods and means of collection and distribution of royalties (subject to what is agreed hereafter in Art. 7) as those which it applies to works in its own repertoire.

(II) Each of the contracting Societies undertakes to send to the other Society any information for which it may be asked concerning the tariffs it applies- to different kinds of public performances in its own territories.

(III) For the purpose of coordinating their efforts to raise the level of copyright protection in their respective countries and with a view to equating the economic content of the present contract, each Society undertakes, at the request of the other Society, to concert with the other Society in seeking the most effective means to this end.

Article 4

Each of the contracting parties shall place at the disposal of the other all documents enabling the latter to justify the royalties it is responsible for collecting under the present contract and to take any legal or other action, as mentioned in Art. 2 (I) above.

Article 5

(I) Each contracting party shall place at the disposal of the other all documents, records and information enabling it to exercise effective and thorough control over its interests, in particular as regards notification of works, collection and distribution of royalties, and obtaining and checking performance programs.

In particular, each contracting party shall inform the other of any discrepancy which it notes between the documentation received from the other Society and its own documentation or that furnished by another Society.



(II) In addition, each of the Societies shall have the right to consult all the other Society's records and to obtain all information from it relating to the collection and distribution of royalties to enable it to check the administration of its repertoire by the other Society.

(III) Each contracting Society may accredit a representative to the other Society to carry out on its behalf the check provided for in paragraphs (I) and (II) above. The choice of this representative shall be subject to the approval of the Society to which he is to be accredited. Refusal of such approval must be motivated.

Article 6 - TERRITORY

The territories in which RMPL operates are as follows: whole of Geographical Boundaries of INDIA

The territories in which AMAR SOMBRÁS operates are as follows: whole of Geographical Boundaries of BRAZIL

For the duration of the present contract, each of the contracting Societies shall refrain from any intervention within the territory of the other Society in the latter's exercise of the mandate conferred by the present contract.

Article 7- DISTRIBUTION OF ROYALTIES

Each Society undertakes to do its utmost to obtain programs of all public performances (excluding live performance), which take place in its territories, and to use these programs as the effective basis for the distribution of the total net royalties collected for these performances.

The allocation of sums collected in respect of works performed in the territories of each Society shall be made in accordance with Article 3 and the distribution rules of the distributing Society, having regard, nevertheless, to the following paragraphs:

- a) Where all the parties interested in a work are members of a single Society other than the distributing Society, the royalties accruing to that work shall be distributed to the Society, the whole (100%) of which the said interested parties are members, subject to a deduction not exceeding 15% of the annual total collection on account of administrative.
- b) In the case of a work the parties interested in which are not all members of the same Society but of whom none is a member of the distributing Society, the royalties shall be distributed in accordance with the international index cards (that is, the index cards or equivalent notifications sent and accepted by the Societies of which the interested parties are members).

In the case of contradictory index cards or notifications, the distributing Society may distribute the royalties in accordance with its rules, except where different interested parties claim the same share, when such share may be put into suspense until agreement has been reached between.

- c) In the case of a work one of the parties interested in which is a member of the distributing Society, this latter Society may distribute the royalties in accordance with its own Rules.



- d) Expenses incurred by the respective society and a further deduction not exceeding 5% for the welfare scheme (rule 55(2) & rule 67 of the Copyright rules, 2013)

The Society receiving royalties distributed according to the foregoing rules is responsible, in the case of mixed works, for making the necessary transfers to other Societies interested in the work and for informing the distributing Society by means of international index cards or equivalent documentation.

- e) Where a member of one of the Societies has acquired the rights to adapt, arrange, re-publish or exploit a work in the repertoire of the other Society, the distribution of royalties shall be made with due regard to the provisions of the present Article and of the "Confederal Statute of Sub-publication" established by the International Confederation of Societies of Authors and Composers (hereafter designated "the Confederation").

ART. 8 - (I) Each Society shall be entitled to deduct from the sums it collects on behalf of the other Society the percentage necessary to cover its effective administration expenses. This necessary percentage shall not exceed that which is deducted for this purpose from sums collected for members of the distributing Society, and the latter Society shall always endeavor in this respect to keep within reasonable limits, having regard to local conditions in the territories in which it operates.

(II) Any other deduction, apart from taxes that either of the contracting Societies may make or be obliged to make from the net royalties accruing to the other Society would give rise to special arrangements between the contracting parties so as to enable the Society not making such deductions to recoup itself as far as possible from the royalties collected by it for the account of the other Society.

(III) No part of the royalties collected by either Society for the account of the other in consideration of the authorizations which it grants solely for the copyright works which it is authorized to administer may be regarded as not distributable to the other Society. With this exception, therefore, only of the deduction mentioned in paragraph (I) of this Article, and subject to the provisions of paragraphs (II) and (III) of the said Article, the net total of the royalties collected by one of the contracting Societies for the account of the other shall be entirely and effectively distributed to the latter.

Article 9

(I) Each of the contracting Societies shall distribute to the other the sums due under the terms of the present contract as and when distributions are made to its own members and at least once a year. Payment of these sums shall be made 90 days following each distribution, barring duly ascertained cases outside the Societies' control.



In the case of modification in the monetary parity of the countries of the contracting Societies (national currencies relative to the usual currency of payment), if this modification represents an effective devaluation and if the payment is made outside the afore-mentioned contractual period, the debtor Society shall use the amount of its national currency necessary in order to provide the creditor Society with the same amount of its currency that it would have received if the settlement had been made at the exchange rate applicable on the ninetieth day of the afore-mentioned contractual period; provided that the creditor Society has complied with all the administrative procedures needed to enable the debtor Society to fulfill its commitment.

(II) Each payment shall be accompanied by a distribution statement in such form as to enable the other Society to allocate to each interested party, whatever his membership or category as member, the royalties accruing to him.

These statements, in principle, shall be three in number:

- one for general royalties
- one for radio-television
- one for sound films

They shall be uniform in style and material.

The statements of general royalties and radio-television shall be established in six columns, the last of which is left blank at the disposal of the addressee Society (if possible). The other five columns shall contain:

- 1) composers' names (in alphabetical order);
- 2) for each composer, work titles (in alphabetical order);
- 3) interested parties;
- 4) share accruing to the addressee Society; and
- 5) royalty amounts, preferably indicated in currency of the transmitting organization, or, in default thereof, in points.

The statement concerning sound films shall also have six columns, like the preceding statements, but the first two columns, instead of indicating the names of composers and works, shall indicate respectively; 1) the film title, in the language of the country of exploitation; 2) the original title of the said film.

(III) Settlements shall be made by each Society in the currency of its country.

(IV) Each Society shall remain responsible to the other for any error or omission which it may make in the distribution of the royalties accruing to works in the repertoire of the other Society.

(V) The mere fact that the date for settlement of accounts agreed upon between the contracting Societies has fallen due constitutes in itself, without any formality being necessary to that effect, a formal demand on the Society which has failed to make the payment due to the other Society on the date in question. Naturally, this provision is subject to force majeure.

(VI) So long as legislative or statutory measures impede the free exchange of international payments, or exchange control agreements have been or will be concluded in the future between the countries of the two contracting Societies, each Society shall:



- a) without delay, immediately after drawing up the distribution accounting for the other Society, take all necessary steps and comply with all formalities as required by its national authorities in order to ensure that the said payments can be effected at the earliest possible moment;
- b) inform the other Society that the said steps have been taken and formalities complied with when sending to it the statements mentioned in paragraph (II) of the present Article.

Article 10

(I) Each Society shall provide the other with a complete and detailed list of the real names and the pseudonyms of its members, including the date of decease of those author and composer members who are deceased at the time when the present contract is concluded whose rights it continues to represent. It shall from time to time send to the other Society, in similar form, supplementary lists indicating additions, deletions or alterations to the principal list and, at least once a year, a list of its author and composer members who have died in the course of the year.

(II) The obligations mentioned in the previous paragraphs are considered fulfilled if both contracting Societies use the **IPI** System.

(III) Each Society shall also provide the other with a copy of its current Articles of Association and Rules, including its Distribution Plan, and shall inform it of any subsequent modifications made hereto while the present contract is in force.

Article 11

(I) The members of each contracting Society shall be protected and represented by the other Society under the present contract without the said members being required by the Society representing them to comply with any formalities and without their being required to join the other Society.

(II) While this contract is in force, each of the contracting Societies will refrain from carrying out any active recruitment policy in respect of the other Society's members, although the people's Fundamental Right of free association will always be prevailing. In any case, both societies will recommend to the individual and body corporates, being nationals of the territories where the other society carries out its own activity, to maintain their affiliation to the latter for such territories. In the case where one of the Societies receives a request from member of the other Society, it will be informed on such situation and the incorporation only could be accepted once the member has terminated the membership according the Articles of Association of the Society where he/she belongs.

(III) Nevertheless, the preceding clause shall not be interpreted as prohibiting either of the contracting Societies to accept as members the persons who enjoy refugee status in its own territories of operation, or who have been authorized to settle there and have actually been resident there for at least one year, and to do so as long as they continue to reside there. Such membership shall not apply to the territory of the Society operating in the country of which the author is a national.



(IV) Each contracting Society undertakes not to communicate directly with members of the other Society, but, if occasion arises, to communicate with them through the intermediary of the other Society,

(V) Any disputes or difficulties which may arise between the two contracting Societies relating to the membership of an interested party or assignee shall be settled amicably between them in the widest spirit of conciliation.

Article 12 - CONFEDERATION

The present contract is subject to the provisions of the Statutes and decisions of the International Confederation of Societies of Authors and Composers.

Article 13 - DURATION

The present contract shall come into force as from July 26th 2023, and subject to the terms of Art. 14, shall continue in force from year to year by automatic extension if it has not been determined by registered letter at least three months before the expiration of each period.

Article 14

Notwithstanding the terms of Article 13, the present contract may be determined immediately by one of the contracting Societies:

a) if an alteration is made in the Articles of Association, Rules or Distribution Plan of the other Society such as may modify in an appreciably unfavorable way the enjoyment or exercise of the patrimonial rights of the present owners of the copyrights administered by the Society represented. Any change of this nature shall be verified by the competent body of the International Confederation of Societies of Authors and Composers. After such verification the Confederation's Administrative Council may allow the representing Society a period of three months to remedy the situation thus created. When this period has expired without the necessary steps having been taken by the Society in question the present contract may be terminated by the unilaterally expressed wish of the Society represented, if it so decides;

b) if such a legal or factual situation arises in the country of one of the contracting Societies that the members of the other Society are placed in a less favorable position than the members of the Society of the said country, or if one of the contracting Society puts into practice measures resulting in a boycott of the works in the repertoire of the other contracting Society.



Article 15 – CONFIDENTIALITY

Confidentiality. Neither party shall provide this contract, or disclose any of its terms, to any person or entity without the prior written consent of the other party, except as may be required by law. In the event that either party believes it may be obligated by law to disclose such information, it shall advise the other party and cooperate with the other party in seeking to limit the scope of such disclosure and to make such disclosure subject to a protective order or similar device designed to maintain the confidentiality of this information.

Article 16 - LEGAL DISPUTES - JURISDICTION

(I) Each of the contracting Societies may seek the advice of the Confederation's Administrative Council about any difficulty which may arise between the two Societies regarding the interpretation or performance of this contract.


(II) The two Societies may, if need be, and after attempting conciliation before the body mentioned in Article 10 b) 6th paragraph of the Confederal Statutes, agree to resort to arbitration by the Confederation appropriate authority in order to settle any dispute that may arise between them with regard to the present contract.

(III) If the two contracting Societies do not think it appropriate to resort to arbitration, by the Confederation, or to arrange between them for arbitration, even independently of the Confederation, in order to settle their disagreement the competent Court to decide the issue between them shall be that in which the defendant Society is domiciled.

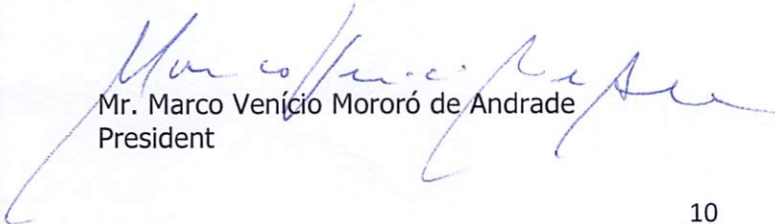
Executed in good faith in the same number of copies as there are parties to this contract, including intervening parties,

Signed:

for RMPL
At
dated on August 9th 2023


Mr. Sowmya Chowdhury
Chief Executive Officer

For AMAR
At
dated on August 9th 2023,


Mr. Marco Venício Mororó de Andrade
President