

OSA - Association for the Protection of Rights of Music Authors and Publishers  
160 56 Praha 6, Čs. armády 20/786, Czech Republic  
Registration No.: 63839997  
Phone: 02/2031 5111; Fax: 02/3123073; e-mail: osa@osa.cz; web: www.osa.cz

and

Mr/Ms

Surname and name: .....  
Date of birth: ..... Birth Registration No.: .....  
Permanent Address: .....  
Mailing Address (if different from permanent address): .....  
Bank Account: .....  
Phone: ..... Fax: ..... e-mail: .....

(hereinafter „Author“ only)

are entering the

## **Contract on the Representation of Copyrights**

### **Article I Initial Provisions**

1. OSA is an association of composers, authors of lyrics, publishers, and other holders of rights. In accordance with § 97 of the Czech Copyright Act No. 121/2000 Col. with all its currently effective amendments (hereinafter “Copyright Act” only), OSA is a collective administrator of economic part of copyrights (rights to use the work, hereinafter “copyright” only)
2. “The Author” is a holder of economic part of copyrights to works of music and texts used in music, which the Author created or co-authored.

### **Article II Extent of Representation**

1. The Author entrusts OSA with exclusive and territorially unlimited representation in exercising of his or her existing economic part of copyrights (rights to use the work, hereinafter “copyright” only) to all published or offered for publication musical works and lyrics (hereinafter “works” only). as well as all copyrights obtained in the future during the effectiveness of the present Contract. The present Contract applies, regarding to the following exploitation (using), to both, the works and their individual parts

- a) **public performances of works** performed live by natural persons or/and its transmissions (§ 19 of the Copyright Act), or/and performance by technical means from recordings and its transmission (§ 20 of the Copyright Act), and performance of radio and television broadcasts (§ 23 of the Copyright Act), (the so-called rights of public performance in the stricter sense);

- b) **broadcasting of works by radio and/or television as well as transmissions of this broadcasting** (§ 21 and § 22 of the Copyright Act), thus making available through radio and television as well as other similar means by wire or wireless, including the distribution via cable, broadcasting by satellite or by means of computer or similar networks (so-called broadcasting rights);
- c) **the reproduction of works** performed by performers (§13 of the Copyright Act), that is the production of temporary or permanent, direct or indirect copies of works in any form, especially in the form of audio and audio-visual recordings by mechanical, electronic, electromagnetic, optical or any other means, including the so-called **storage**, that is the storing of works in the computer memory, the storing and retrievals of these works from the computer memory and from databases (so-called mechanical rights) unless a different agreement is made according to Para 2 of the present Article;
- d) **the distribution of copies** of audio and audio-visual recordings by sale or by other transfer of owner's rights to the carriers with recordings (§ 14 of the Copyright Act);
- e) **the rental and lending of copies of works** in the form of audio and audio-visual recordings (§15 and §16 of the Copyright Act); and
- f) **any other forms of communication works to public** (§ 18 of the Copyright Act), including making works available in the way that anybody may access to the work from a place and at a time individually chosen by him or her, especially by a computer or any other similar network (e. g. making the work available through the Internet).

2. The Author entrusts OSA, in accordance with sec.1 lit. c of this Article, with the representation of his or her copyrights to the works

- a) **in the production of audio-visual works**, for instance cinematic (so-called synchronization) unless the Author expressly reserved the exercise of such rights for such uses to the Author in Article V, Section 10 of the present Contract. This reservation does not cover:
  - further uses of the work as a part of audio-visual productions when they are shown in cinemas and other public performances, television broadcasts, reproduction of copies of audiovisual works and their distribution, rentals and lending and other forms of public communication (§18 of the Copyright Act); and
  - the use of the work in the production of audiovisual works by a television broadcaster (possibly in co-production with another television broadcaster) if such audio-visual works are made for broadcaster's own broadcasts only.
- b) **in the production of commercials**, unless the Author expressly reserved the exercise of these rights for such uses to the Author in Article V, section 10 of the present Contract. For the purposes of the present Contract, "commercials" are works with purpose to persuade and address potential users of goods, services or other aims or values and which are distributed, by means of communications media for payment or other forms of compensation for the benefit of ordering party. This reservation does not cover other uses of the work of music in advertisement as defined in Section 1, para a) through f) of this Article.

3. In accordance with OSA's authorization granted by the Czech Ministry of Culture to operate as a collective administrator of copyrights, OSA is, by law, **obligatory collective administrator of copyrights** to works of music and lyrics, regarding:

- a) the right to compensation for the making of a copy for personal use from audio or audio-visual recording by means of mechanical copying of its content onto a blank medium (§ 96, sec.1 lit. a, item 3 of the Copyright Act);
- b) the right to adequate compensation for the rental of the original or a copy in the form of an audio or audio-visual recording (§ 96 sec. 1 lit. b of the Copyright Act); and
- c) the right to transmit works via cable (§ 96, psec.1 lit. c of the Copyright Act).

4. The exercise of copyrights according to Article II of the present Contract includes:
- a) the giving of non-exclusive consent to use the works;
  - b) the negotiating royalties for the use of works;
  - c) the collecting and claiming royalties;
  - d) the collecting and claiming of incomes arising from groundless enrichment from unauthorized uses of works;
  - e) the refusal to grant permission to the use of works or, in well-grounded cases, the prohibition imposed on the use of works; and
  - f) all the necessary and suitable steps consisting in the judicial and similar protection of the entrusted rights, with the exception of the disputes concerning moral rights unless the acts states differently.

5. The present Contract does not affect moral part of copyrights (especially the right to authorship, the right to authorship designation and to the inviolability of the work).

### **Article III. Obligations of OSA**

1. OSA undertakes to represent the Author in the exercise of his or her rights to the extent agreed upon by the Contract, treating equally all the represented rights holders. Meeting this obligation, OSA acts on its own name, on behalf of the Author.

2. OSA undertakes to distribute and pay to the Author royalties as well as the incomes from unauthorized uses of works according to the currently effective Distribution Rules of OSA, provided the work was reported in time and properly by the Author and provided the user paid the royalty. In addition to the payment of royalties, the Author shall obtain distribution sheets with standard information on the use of his or her works to the extent defined in the Distribution Rules of OSA.

3. To cover its reasonable running costs, OSA is entitled, in accordance with § 100, Section 2 of the Copyright Act, to deduct from the collected royalties reduction, the percentage of reductions shall be determined by the OSA Supervisory Board for individual kinds of use.

4. The OSA Statutes, the Distribution Rules of OSA and their modifications as well as information on administrative deductions and its possible modifications thereof are published in the *OSA Bulletin (Zpravodaj OSA)*, which is mailed to the represented persons.

5. OSA is entitled to collect for the purposes of collective administration of his or her copyrights personal data provided by the Author to OSA in the present Contract as well as other personal information which the Author shall provide to OSA. OSA shall process these personal data so as to provide them, to the necessary extent, above all to the users of works in connection with concluding licence contracts with OSA or to foreign organizations that have signed mutual agreements with OSA. Signing the present Contract, the Author entitles OSA to provide information on the mailing address or possible pseudonym or pseudonyms to publishers. However, in order to obtain such information, publishers in their contracts with OSA, shall undertake not to misuse the obtained information and to use it for the purposes of their own publishing activities only.

6. Administering Copyrights, OSA is entitled to entrust with the exercise of rights according to Article II of the present Contract only such foreign person which, according to the law of other state, is entitled to exercise collective administration of the rights to works of music and lyrics on the territory of such a state as well as to other Czech collective administrators which is also entitled to exercise the collective administration of rights.

### **Article IV**

## Author's Obligations

1. By signing of the present Contract, the Author confirms that he/she received the Distribution Rules of OSA, studied them adequately, agrees to all their provisions and undertakes to respect them. If the Distribution Rules of OSA are modified, it is understood that the Author agrees with their modified text until the Author terminates the present Contract in accordance with Article V, Section 6.

2. Using the appropriate forms (*registration form for work or Cue Sheet*), the Author undertakes to report to OSA works of music and lyrics published or offered for publication, the works whose administration the Author entrusts to OSA in the present Contract. The Author undertakes to fill in the *registration form for work or Cue Sheet* fully, precisely and legibly. If the Author insisted on the confidentiality of Author's real name and on the use of a pseudonym, the Author shall fill in such pseudonym instead of Author's real name and surname. The Author shall confirm the correctness of the reported data by signature (using the Author's real name). The Author is responsible for the correctness and completeness of the information listed in the *registration form for work or Cue Sheet* forms handed over to OSA. The above forms become a property of OSA. OSA assumes no responsibility and warrants for no damage possibly arising from incorrect or incomplete data in such forms.

3. The Author undertakes to announce to OSA without delay any changes in the data listed in the heading of the present Contract.

4. The Author undertakes to submit to OSA all the contracts and agreements the content of which might affect the activities of OSA or the distribution of royalties. For the purposes of record-keeping, the Heir shall submit, above all:

- a) publisher's contracts;
- b) contracts authorizing translations of the work as well as other forms of modification;
- c) contracts among the holders of rights on their shares on royalties arising from the use of work;
- d) contracts on the transfers copyrights with the purpose of its publication or for another specific kind of use to foreign country or on the acquiring of such rights from foreign country (in such cases, the distribution of royalties is carried out according to the terms of such contracts); and
- e) contracts on the composing the music for movie.

5. The Author undertakes, for the duration of the present Contract, not to sign any contract the content of which would be in conflict with the present Contract with third parties without written permission issued by OSA. Above all, the Author shall not sign any contract which would permit a third party to use the work, to agree with such a party on royalties or which would entrust the third party with the administration of rights entrusted by the present Contract to OSA. Only those contracts are excluded from this obligation that the Heir signs with a publisher who has, at the same time, a contract with OSA on the representation of copyrights.

6. The Author undertakes to receive all royalties as well as other incomes arising from the use of works exclusively through OSA as long as such uses are regulated by the present Contract and are covered by OSA's authority.

7. The Author undertakes to cooperate with OSA in the securing and exercising his/her copyrights and submit to OSA required information and documentation.

8. The Author is responsible to OSA for any damage arising from a breach of the present Contract by the submission of incorrect and/or incomplete information and documentation or a delayed submission thereof. In case the Author fails to meet the obligations arising from Para 5

and/or 6 of the present Article, the Author undertakes to pay to OSA a contractual fine, the amount of which shall be equal to royalties which OSA would have obtained in accordance with the royalty tariffs

9. OSA is entitled to refrain from the collection of royalties for the use of the work for humanitarian or charitable purposes or in cases where such collections would be uneconomical.

10. The Author must not distort the reports or make any attempts to affect the record keeping.

11. If any material benefits arise to the Author from the breach of the above provisions, the OSA Board of Directors, provided it obtains the consent of the OSA Supervisory Board, is entitled to fine the Author, and use her/his royalties to cover it.

12. Programs in which the name of the Author is mentioned conspicuously frequently without real reason shall be removed from documentation and the distributions for the use of such works shall be suspended until credible explanation is provided. In especially serious cases, especially if such events are repeated, the duty defined in Para 11 of the present Article shall apply.

#### **Article V Final Provisions**

1. Place of fulfillment: The present Contract shall be fulfilled at the OSA headquarters location defined in the heading of the present Contract.

2. OSA shall mail all the papers to the address the Author provided to OSA record keeping. If the registered delivery mail is returned twice and the postal service explains that the addressee failed to retrieve the mailing, is absent, has moved to another address or refused to accept the mailing, the first day of the deposition at the post office or the day of the refusal shall be considered the day of delivery.

3. The present Contract is made out in two identical copies. Each Party shall receive one copy.

4. The Contract may be modified and amended only in writing, provided both contractual Parties give their consent.

5. The present Contract is concluded for the whole duration of the copyrights. In case the Author dies, the rights as well as obligations arising from the present Contract shall pass on the heirs of copyrights.

6. The Author may terminate the present Contract by a registered delivery letter which must be delivered to the other Party by September 30<sup>th</sup> at the latest, with the termination becoming effective as of the nearest December 31<sup>st</sup>.

7. OSA is entitled to terminate the present Contract observing the terms defined in Section 6 of the present Article if

- a) the Author broke the obligations arising from the present Contract seriously;
- b) the Author failed to receive any royalties for the term of 10 years or failed to withdraw from his

royalty account kept by OSA any amount or failed to provide any instructions for disposition with royalties remaining on the Author's account although having been asked in due course by OSA to do so; and  
c) the Author harmed in a serious manner the reputation or interests of OSA.

8. The present Contract shall become effective and valid on the day of signature by the two contractual Parties, except of Section 9 of the present Article. The present Contract shall, from the day of its effectiveness, replace any previous contract on the representation of copyrights made by the two contractual Parties.

9. A contractual reservation according to Article II, Section 2, may be agreed by October 31<sup>st</sup> of the calendar year, with effectiveness from January 1<sup>st</sup> of the subsequent year. In case the Heir negotiated an identical contractual reservation in the previous contract on rights representation, the effectiveness of the contractual reservation is identical with the effectiveness of the present Contract.

10. Special provisions:

Signed in Prague on .....

.....  
for OSA

In ..... on .....

.....  
for the Author

**PLEASE NOTE that by the signature of the present Contract, the Author understands that only OSA, not the Author, is entitled to give consent to the use of works covered by the present Contract.**

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