

# Agreement on Representation regarding Economic Copyright

**OAZA**

**Sound designers' Protective Association**

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Date of receipt:

Agreement No.:

Account No.: 212201509/0300

Acting through: Robert Jína, Chairman of OAZA

collective copyright manager in respect of sound designers' economic copyright, on the basis of the Ministry's of culture decision (hereinafter „OAZA“ or „Collective Manager“)

*and entitled author*

.....  
**Name and family name, degree (or name of the company)**

**Birth certificate No. (Company ID):** ..... **date of birth (establishment of the company):** .....

**domicile:** ..... **pseudonym:** .....

**permanent address (seat):** .....

**delivery address:** .....

**bank account No.:** .....

**telephone:** ..... **email:** .....

**legal title establishing copyright holding:** *author\** - *employer\**

*exclusive license holder\** - *other\* ... .. (please explain)*

*\* cross out what is not applicable*

.....  
**or entitled heir**

.....  
**Name and family name, degree (or name of the company)**

**Birth certificate No. (Company ID):** ..... **date of birth (establishment of the company):** .....

**domicile:** ..... **pseudonym:** .....

**permanent address (seat):** .....

**delivery address:** .....

**bank account No.:** .....

**telephone:** ..... **email:** .....

*the original copyright holder's data (i.e. the person whose copyright was inherited):*

**name and family name:** .....

**birth certificate No.:** ..... **date of birth:** .....

**domicile:** ..... **date of death:** .....

*legal title establishing holding of the copyright (for example, No. of the notary file regarding the inheritance)*

.....  
(hereinafter "Copyright Holder" or „Author“ or the „Entitled“)

conclude this Agreement on representation regarding economic copyright

## Article I. Authorisation

1. OAZA executes management of mandatorily collectively managed copyright under Section 96 (1) of the Copyright Act, which may not be executed by the authors individually and under the law the authors are represented by collective copyright manager, namely to the works of authors - sound designers (hereinafter the „works“). Under the decision of the Ministry of Culture<sup>1</sup>, it regards the following rights:
  - a) **the right for remuneration** for making of a reproduction for personal use on the basis of an audio or audiovisual fixation by the transfer of its content by means of a technical device to a **blank carrier** of such fixation under Section 96 (1) lit. a) point 3 of the Copyright Act;
  - b) **the right to an equitable remuneration for the rental of the original or a copy of the work fixed in an audio or audiovisual fixation** under Section 96 lit. b) of the Copyright Act;
  - c) **the right to the use - by cable retransmission - of works** under Section 96 (1) lit. c) of the Copyright Act.
2. The Entitled entrusts OAZA, without any territorial limitation, with exclusive execution of copyright which he holds at the date of execution hereof, or which will arise in the future towards all third persons, in respect of all published or to the publication offered works, for the following use of the works in the Czech territory and abroad:
  - a) exclusive authorisation to the execution of voluntarily collectively managed copyright, which was granted to OAZA<sup>1</sup> (especially under Section 101 (9) of the Copyright Act)
    - **the right to reproduce a work** under Section 12 (4) lit. a) and Section 13 of the Copyright Act;
    - **the right to distribute an original or copy of the work** under Section 12 (4) lit. b) and Section 14 of the Copyright Act;
    - **the right to communicate the work** in such manner, that anyone has an access to the work at any place and in any time, especially by means of computer or similar network under Section 12 (4) lit. f) and Section 18 (2) of the Copyright Act;
    - **the right to perform the work** (not in a theatre) live or from a fixation and **the right to transmitting the performance of the work** under Section 12 (4) lit. f) point 1 and Sections 19 and 20 of the Copyright Act;
    - **the right to broadcast the work** by television or radio under Section 12 (4) lit. f) point 2 and Section 21 of the Copyright Act;
    - **the right of performing the television or radio broadcast the work** under Section 12 (4) lit. f) point 4 and Section 23 of the Copyright Act.
  - b) exclusive authorisation to the execution of the economic copyright
    - **the right to rental** of the original or a copy of a work in tangible form under Section 15 of the Copyright Act;
    - **the right to lending** the original or a copy of a work in tangible form under Section 16 of the Copyright Act.
3. Part of the authorisation under Article I (2) lit. b) contains mainly, but not exclusively in: the right and duty of the Collective Manager to negotiate with users of the works, to grant non-exclusive licenses to use the works, to negotiate terms and condition for the use of the work, in well founded cases to forbid the use of the work, to charge, collect or enforce payments of the remunerations for licenses to use of the work, to collect remunerations in cases, where the use of the work is granted by the law, to perform all necessary or appropriate acts, consisting in judicial and similar protection of the entrusted rights save for the moral rights.
4. The authors of the collective works (works made by joint authors or connected works) may perform their copyright only through one authorised representative, who is entitled, in their name and on their behalf, to conclude an agreement on copyright management. This authorisation shall be proven by written power of attorney which shall be attached to this Agreement.

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<sup>1</sup> Decision of the Ministry of Culture dated 15<sup>th</sup> November 2006, file No.: 10145/2003

## **Article II. Warranties and representations of the Entitled**

1. The Entitled undertakes to refrain from conclusion, for the whole time period of this Agreement's validity, of any other agreement with a third person, which would contradict this Agreement or its purpose. He/She namely shall not conclude any agreement which would authorise a third person to execute copyright listed in Article I. hereof.
2. The Entitled declares that he/she holds copyright to which execution he entrusts OAZA, that he/she holds it without any limitations, and no third person's rights are violated by conclusion of this Agreement, save for those expressly mentioned at the execution hereof (such as joint authorship). The Entitled is fully liable for all damage, which could be caused to OAZA as a consequence of a breach of this representation.
3. The Entitled undertakes to provide OAZA with all data and necessary co-operation needed to ascertainment and securing his/her rights, namely by providing OAZA with lists of published works in standardized forms and by updating those lists. Further, the Entitled undertakes to prove, if necessary, that he/she is the entitled right holder. The list of works forms an integral part of this Agreement. The Author is obliged to update the list each year without undue delay after publishing the respective work, or after offering the work to publication. The forms for reporting the new works will be available on OAZA's website [www.oaza.eu](http://www.oaza.eu). The Entitled is aware of the fact that un-reported works may not be subject to the collective management and a source for remuneration under this Agreement.
4. If the Entitled does not provide OAZA with data mentioned in this Article truthfully and in due time, or if he/she fails to notify OAZA of any changes in these data, he/she is fully liable for any damage, which could occur as a consequence of such a breach of this duty.

## **Article III. Collective Manager's Rights and Duties**

1. Collective Manager declares that he was granted all relevant licenses and permits for collective copyright management regarding the sound designers' works.
2. Collective Manager undertakes to perform all rights under this Agreement in the best interest of the Entitled, with regard to the interests of other represented copyright holders, under equal conditions, and with due care.
3. Collective Manager is entitled to refrain from collecting remunerations for use of the work for humanitarian or charitable purposes, or in cases, where it would be uneconomic.
4. Collective Manager has a right to be paid contractual penalty in the amount of 20% of the annual remuneration of the Entitled, if the Entitled reported a work which he/she did not create or if he/she is not copyright holder to a reported work. The penalty can be imposed in each case of proven breach of the obligation to report true data. It can be set off against the annual remuneration of the Entitled.

## **Article IV. Remunerations and Commission**

1. Payments of the remunerations collected within collective copyright management and their settlement is governed by OAZA's Statute and Rules for Settlement, as amended by OAZA's General Assembly (which takes place usually once a year).
2. Remuneration shall be credited by wire transfer to the Entitled's bank account listed in heading hereof. Remuneration which does not exceed CZK 100,- in respective payment period will be deposited at the Collective Manager, and on request shall be paid in cash in the Collective Manager's offices, or in the following payment period if the total amount of remuneration exceeds CZK 100,-.
3. Collective Manager has a right to commission for representation of the Author, in the amount of effectively spent costs incurred with performing activities of the collective Manager. Amount of these costs shall be established by books closing verified and approved by OAZA's General Assembly.

## **Article V. Communication**

1. Both contractual parties are obliged to communicate preferably in electronic form with use of the means facilitating distant communication (especially to above listed e-mail contacts). If it is not possible, they may send notices by post to the addresses listed in the heading hereof.

2. Both contractual parties are obliged to immediately notify the other party of any changes in the data, listed in heading hereof.
3. Any notice, sent in electronic form with use of the means facilitating distant communication is considered to be delivered, if the other contractual party confirms by the same means its delivery. The other contractual party undertakes to send such confirmation.
4. A notice, sent by post, even if it actually was not delivered to the addressee, is considered to be delivered after 10 days of deposition in the post office, provided that it was sent to the address listed in the heading hereof.

**Article VI. Consent to Process Personal Data**

1. The Author grants to the Collective Manager consent to process his/her personal data, to the extent necessary for execution of the Collective Manager's activities. At the same time he/she grants his/her consent to the Collective Manager to provide persons entrusted with Collective Manager's representation under Section 97 (5) of the Copyright Act with such data, in the necessary extent.
2. Beyond the necessary extent mentioned in the previous paragraph, the Author grants the Collective Manager his/her consent to provide third persons with his/her personal data, for the purposes of commercial use of the Author's works in searching services of the Collective Manager, in his annual reports, in advertisement and presentation materials of the Collective Manager, by communicating on the internet a personalised message to a certain interested party with active offer within representing the Entitled, in the following extent:

name-family name-address-telephone-email-other contact details .....

**Article VII. Other Provisions**

1. Right and obligations ensuing from this Agreement pass on the legal successors of the contractual parties.
2. If the Entitled dies, the right and obligations pass to his heirs. If there are more than one heir, only one of them communicates with OAZA, and can become represented member of OAZA.
3. Until the heirs' rights are proven and a representative of the heirs is not determined, OAZA is not obliged to pay the remuneration. Collected remunerations are deposited in the OAZA's account in the benefit of the entitled heir. The entitled heir is obliged to prove transfer of rights by court decision on inheritance or other officially verified document proving the entitlement for representation of more heirs.

**Article VIII. Final Provisions**

1. This Agreement is concluded for the whole time period of copyright duration. The Agreement ceases to exist if OAZA is dissolved or if the Entitled dies without a legal successor.
2. The Entitled may terminate this Agreement to 31<sup>st</sup> December of each year. The notice must be delivered to OAZA by 30<sup>th</sup> September of the respective year at the latest.
3. OAZA may immediately withdraw from the Agreement, if the Entitled breaches Article II. paragraph 2 or 3 hereof, with effect at the day following the day, when the withdraw notice was delivered to the Entitled.
4. If this Agreement is terminated, OAZA is obliged to settle all the Entitled's claims under the Settlement Rules.
5. All amendments to this Agreements must be made in written and will become inseparable part of this Agreement.
6. This Agreement is made in two counterparts from which one receives the Entitled and the other will be filed in OAZA.

In Prague on.....

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

.....  
OAZA

.....  
the Entitled