



ROYALTY DISTRIBUTION RULES



Ochranná asociace zvukařů – autorů, z.s. (Copyright Association of Sound Engineers)

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Company ID No.: 266 30 192

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BOOK ONE
GENERAL PROVISIONS

Article I

Basic provisions

- (1) On the basis of the decision¹ of the Ministry of culture of the Czech Republic, the citizens association – Copyright association of Sound Engineers – authors (hereafter only “collective rights manager” or “OAZA”) was according to Section 96 et seq. granted the permission to perform the collective management of the rights of the persons, to whom the economic copyright pertain for the works of masters of sound (hereafter only “works”).
- (2) Collective rights management is² the full management of the economic copyrights or rights related to copyright of the rightsholders to their works made public or offered to be made public, to artistic performances, audio and audio-visual recordings exercised for their joint benefit. The rightsholder is a person who is entitled to hold:
- a) economic copyright or economic right related to copyright,
 - b) a statutory authorization to exercise economic rights to a work,
 - c) a contractual exclusive authorization to exercise a collectively managed right for the entire duration of the economic rights and combined with the right to grant sublicences, at least for the territory of the Czech Republic.
- (3) The Royalty Distribution Rules provide for the basic rules for distribution and payment of the remuneration from the exercise of rights, proceeds from the investment of the remuneration from the exercise of rights and proceeds from surrendered unjust enrichment (hereafter only “remuneration”) to the holders of the economic copyright (hereafter only “represented rightsholder”), in connection with the use of items of protection collectively managed by OAZA and also managed by all the partners in the Czech Republic and abroad, with whom OAZA has concluded the agreement on representation in the exercise of rights, collectively managed thereby.
- (4) The collective rights manager is obliged, under his own name and on behalf of the represented rightsholders to claim damages; the application of the Royalty Distribution Rules on the billing of the proceeds from the damages among the rightsholders is

¹ Decision dated 15.11.2006, ref.No.: 10450/2003, and a decision of the Ministry of Culture, ref.No.:, dated

² Section 95 (1), (2), (3) of the Copyright Act

excluded.

- (5) The respective amounts of the royalties is prescribed by the Remuneration tariff of OAZA and by the individual agreements, concluded with the users of the works or persons obliged to pay special remuneration, or, if applicable, by the mutual agreements with the foreign partner associations or directly by the Copyright Act or its implementing regulation³.
- (6) In accordance with the Copyright Act and reciprocal agreements with foreign collective management organizations, OAZA is entitled to deduce up to 5% of the copyright remuneration and use it for cultural, social and educational purposes. The specific amount shall be specified by the General Meeting based on the proposal of the OAZA Committee for the specific year of distribution.

Article II Rightsholders

- (1) Every holder of the rights to the works of master of sound has the right to request the protective association to represent him; thus the right to be represented has every person who is entitled to hold the economic copyright, or the authorisation pursuant to the Copyright Act to exercise the economic rights to a work or the contractual exclusive authorisation to exercise a collectively managed right for the entire duration of the economic rights and combined with the right to grant sublicences, at least for the territory of the Czech Republic..
- (2) Regarding the representation, OAZA enters into the “Economic copyright representation agreement”, which establishes the contractual relationship between the collective rights manager and the rightsholder.
- (3) Regarding the provisions of the Copyright Act, the collective management is executed also in relation to the rightsholders who have not entered into the agreement according to par.2. In such cases, the relevant provisions of the Royalty Distribution Rules apply accordingly also on “the rightsholders not contractually represented” and must be construed within this meaning.
- (4) The represented rightsholder is obliged to notify the collective rights manager without undue delay about each created work, or if applicable, about a newly acquired right to this work. The notification must be provided on a special form issued by OAZA named as

³ Regulation of the Ministry of Culture of the Czech Republic No. 488/2006 Coll.

“Ohláška děl” (notification of works), in which the rightsholder is obliged to state truthfully all the required information that is necessary for the exercise of the collective management. The notification of the work can also be sent by electronic means. The rightsholders shall send this notification without undue delay after acquiring the rights. If needed, the rightsholder is obliged to prove his/her authorship, or, if applicable, the fulfilment of the statutory requirements for granting the status of the rightsholder (such as the inheritors or employers⁴). The rightsholders are not allowed to notify the collective rights manager of such objects which were created by Artificial Intelligence (AI generated), since such an object would not fulfil the criteria of a work under Section 2 of the Copyright Act. If a work is created with the assistance of Artificial Intelligence (AI assisted) and this assistance consists in not only technical matters, then the rightsholder shall exercise their entitlement to only the adequate portion specified as a percentage.

- (5) If there is more than one author towards one item of protection (such as co-authorship), the rights may be exercised either through one common representative, namely the major rightsholder or another co-author, whose authorization to represent shall be proved by a written power of attorney to represent the others presented in front of OAZA, or each of them separately, under the condition of proper specification of proportions which in total shall not exceed 100 %.
- (6) The rightsholder is entitled to the billing and payment of the remuneration and proceeds from surrendered unjust enrichment, if applicable.
- (7) OAZA must enable the rightsholder to inspect the correctness of the amount paid out to him as remuneration or as the proceeds from the surrender of unjust enrichment, if any.
- (8) The rightsholder is obliged to notify OAZA without undue delay of any changes in personal data or bank account information. This data is confidential and OAZA may not use them contrary to the purpose for which they were provided.
- (9) The rightsholder has the right to access the Annual report on activities and economic management of OAZA.

Article III

Scope of the representation

- (1) According to the decision of the Ministry of Culture of the Czech Republic mentioned above in footnote 1, OAZA exercises the collective management of the following rights in

⁴ Such as Section 58 et seq. of the Copyright Act

the scope stated in this decision (according to the legal state as of the date of the decision becoming final).

(2) Rights subject to compulsory collective rights management

- 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 (1)(a)(3) of the Copyright Act; this right includes only the distribution of remuneration which is, based on the granted authorization, collected by the collective rights manager of OSA – Copyright Protective Association for Music Rights,
- 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 (1)(b) of the Copyright Act; this right includes only the distribution of remuneration which is, based on the granted authorization, collected by the collective rights manager of OSA – Copyright Protective Association for Music Rights,
- c) right to use of works by cable retransmission according to Section 97d (1)(c) of the Copyright Act.

(3) Rights subject to the regime of expanded collective management

- a) right of performing the broadcast of the work according to Section 12 (4)(f)(4) and Section 23 of the Copyright Act,
- b) right to broadcast the work by radio or television according to Section 12 (4)(f)(2) and Section 21 of the Copyright Act,
- c) right to perform the non-theatre work live or from fixation and right to transmitting the performance of the work according to Section 1 (4)(f)(1) and 19 and 20 of the Copyright Act.

(4) Rights subject to voluntary collective rights management

- a) right to reproduce the work according to Section 12 (4)(a) and Section 13 of the Copyright Act,
- b) right to distribute an original or a copy of the work according to Section 12 (4)(b) and 14 of the Copyright Act,
- c) 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 (4)(f) and 18 (2) of the Copyright Act.

- (5) The economic copyrights of the rightsholders are collectively managed by OAZA
- a) in case of rights according to par.2 as statutory representation, where it is not important whether the rightsholder entered into an agreement with the collective rights manager, or
 - b) in case of rights according to par.3 based on a representation agreement for the mentioned rights.
- (6) In case of rights according to par.2 and b, the amount of remuneration is stipulated by the agreement between the relevant collective rights managers. In case of the remaining rights (par.2 and par.3), the amount of remuneration is based on the Remuneration tariff of OAZA, which is issued by the office of OAZA upon being approved by the Committee.

BOOK TWO

RULES ON MANAGEMENT OF THE REMUNERATIONS OF THE COLLECTIVE RIGHTS MANAGER

Article IV

Basic principles of the Royalty Distribution Rules of the collective rights manager

- (1) These Royalty Distribution Rules shall be applied for distribution of royalties and proceeds from the unjust enrichment collected by OAZA. For the distribution of royalties collected by the foreign collective rights managers, it is necessary to apply the legal regulation established by the mutual agreements.
- (2) When distributing and paying out the remuneration from the exercise of rights and proceeds from the investment of the remuneration from the exercise of rights, the collective rights manager shall take into consideration only such rightsholders whose rights in respect of the same protected items, or, as the case may be, of the same types of works, are managed by him collectively on a contractual basis, or who are registered for that purpose in his register, while he does not take into consideration the works which have not been published by far. If the collective rights manager has collected the royalties for the rightsholders who he is acquainted with but who are not registered in his register of rightsholders, he shall call upon them to subscribe to the register.
- (3) The collective right manager distributes and pays out the remuneration in accordance with these Royalty Distribution Rules at the latest within 9 months from the end of the accounting period in which the royalties were collected, unless objective reasons would

hinder him from the compliance with the time limit. Where the remuneration is not possible to distribute or pay out within the time limit according to this paragraph because the rightsholders could not be determined or found, he shall keep this remuneration separately in the accountancy and it must be handled according to the rules set by the General Meeting.

- (4) Collective rights manager shall within three months after the distribution and payment of the remuneration according to paragraph 3 of this Article make the information on works, for which one or more rightsholders were not determined or found, available by appropriate means to the rightsholders for whom he performs the collective management and to the collective rights manager for whom he manages the rights on a contractual basis. Collective rights manager shall take all measures necessary to determine or to find the rightsholders pursuant to the previous sentence. Within one year at the latest since the time limit according to this paragraph, the collective rights manager shall publish in an appropriate way the available information about the rightsholder who was not determined or found. If the collective rights manager has not been able to distribute the remuneration even within three years since the end of the accounting period in which the royalties were collected, because the rightsholders were not determined or found, the General Meeting shall decide how to use such remuneration.
- (5) For the purpose of these Royalty Distribution Rules, the management of the income from the exercise of rights (hereafter only “collected royalties”) is divided into the three following stages:
 - a) financial statement
 - b) distribution
 - c) payment
- (6) According to these Royalty Distribution Rules, two types of author’s remuneration are subject to the financial statement, distribution and payment:
 - Remuneration for creating the work, that has been at least once used in the territory of the Czech Republic, and
 - Remuneration for the use of work.
- (7) Regarding the stage of the financial statement, each rightsholder is included thereto and thus he is entitled to the “share in the collected royalties”, unless other provisions of the Royalty Distribution Rules provide for otherwise, if
 - a) the author’s works, also those previously created, were properly notified by the rightsholder at the latest by 31 May following the calendar year in which the

royalties were collected⁵, or if the collective rights manager clearly found and determined the author's work, which was used in a way according to the Article III, and the relevant rightsholder with a corresponding record in the register maintained by the collective rights manager,

- b) user of the work paid the collective rights manager the corresponding royalty,
- c) in case of the foreign rightsholders, the mutual agreement with the foreign collective rights manager ensures basically the same performance for the domestic rightsholders. In case the determination whether the foreign author's works were used in compliance with the concluded mutual agreement was associated with unreasonably high expenses, the Board of Directors, after the discussion with the Committee, may decide to settle the obligations from the mutual agreement by lump-sum payment.

- (8) Regarding the stage of distribution, only such rightsholder is included, who is entitled to the share in the collected royalties and the rightsholder has, within the statutory time limits anticipated by these Royalty Distribution Rules, concluded the representation agreement with the collective rights manager or has at least subscribed to the register of the collective rights manager. If the rightsholder does not declare the relevant will (conclude the agreement or subscribe to the register) towards the collective rights manager within the specified time limits, his share in the collected royalties will be further managed according to the provisions of these Royalty Distribution Rules.
- (9) Regarding the stage of payment, only such rightsholder is included, who is included into the stage of distribution and who notifies the collective rights manager of his correct banking information or requests the remuneration in the relevant amount to be paid to him in cash in the office of the collective rights manager. If the rightsholder does not declare the relevant will (notifies the collective rights manager of his correct banking information or requests the remuneration in the relevant amount to be paid to him in cash) towards the collective rights manager within the specified time limits, his share in the collected royalties will be further managed according to the provisions of these Royalty Distribution Rules.
- (10) OAZA is obliged to pay the share in the collected royalties from the exercise of rights that are subject to compulsory collective management to the rightsholders who are neither

⁵ It is not necessary that the rightsholder notifies the works repeatedly. For the purpose of distribution of remuneration, it is satisfactory if the works were duly notified and supplemented for newly created works.

contractually represented by OAZA, nor have subscribed to the register, for the period of 3 years retroactively from the year when the rightsholder requested it, and

- a) he is entitled to the share in the collected royalties,
- b) entered into the representation agreement or submitted an additional application to the register, and
- c) on the OAZA form properly notified the works, that have been used, including their use, and the collective rights manager pays out the remuneration according to the current amount of the value of a point arising from the Royalty Distribution Rules.

Remuneration and proceeds from the surrendered unjust enrichment, if any, shall be added to the collected remuneration from the other rights.

- (11) Pursuant to the Copyright Act, the collective rights manager is entitled to request the reimbursement of purposeful costs. The amount of costs and its specification for individual use shall be approved annually by the Director/Directress of OAZA and approved by the General Meeting, based on the annual financial statement certified by the auditor.
- (12) Royalties collected from the identified sources are distributed and paid out directly to the rightsholders with regard to the established supporting documents according to Article V (2), i.e. the collected royalty for the specifically used works is paid to the rightsholder according to paragraph 8 of this Article.
- (13) Within the framework of the distribution stage, the accounting period for the payment of royalties collected from the non-identified sources is the past calendar year.

Article V

Supporting documents to the financial statements

- (1) The supporting document for the financial statement is the collection collected based on the contractual relations with the users, persons required to pay special remuneration, foreign collective rights managers.
- (2) The supporting document for the financial statement is the distribution database which includes the rules of point awarding system (see Article IX) depending on the frequency of the use of works and containing, in particular, data from the following documents:
 - a) economic copyright representation agreements;
 - b) notification of the works;
 - c) notification of the use of work notified by the rightsholder or the user;

- d) register of the use of works maintained by the collective rights manager or the statement of use delivered to the user;
 - e) agreements with the collective rights managers who obtained the permission from the Ministry of Culture of the Czech Republic and mutual agreements with the foreign collective rights managers;
 - f) other corresponding documents maintained by the collective rights manager in the relevant registers.
- (3) The register of the use of works is maintained for the purpose of exclusion of the arbitrary procedure during the distribution of the collected royalties and contains data that are necessary to exercise the collective management (such as name and surname, or name, registered office and company number of the holder of the right to the item of protection, and specification of the use), and also the point awarding for the corresponding mode of use.

Article VI

Reserve fund

- (1) The reserve fund is established from the collected royalties and proceeds from the surrendered unjust enrichment, if applicable.
- (2) The amount of the Reserve fund is set by the General Meeting with regard to the supporting documents of the distribution database.
- (3) Funds from the Reserve fund may be used if there are any extraordinary situations or circumstances justifying such use, and if used to cover extraordinary expenses, in particular, to satisfy the non-barred claims of the authors, who are not contractually represented, and legitimate complaints. These claims and complaints are settled so that the claims from the complaints are paid first and subsequently the other claims are paid.
- (4) The Supervisory Board of OAZA decides on the account balance after the expiry of the general statutory limitation period, taking into consideration that it may be used to support the culturally significant works, the development and support of culture and artistic community; in case of use of the account balance on the support of the culturally significant works, culture and artistic community, the decision of the Committee is subject to the approval by the Supervisory Board.

Article VII

Collection fund

- (1) Collected royalties and proceeds from the surrendered unjust enrichment are for the purpose of the Royalty Distribution Rules called “collection”. Management and billing of the collection are executed separately in section A/ and B/ according to the level of identification of the rightsholder and on the basis of the user environment in which the item of protection was used. The collection arising from the exercise of the collective management is divided into:

Section A/ - Identified collection

It is a collection from sources in cases where it is clear who is the rightsholder and for which work the collection was collected (direct identifiability).

- A.1. Reproduction and distribution of works⁶
- A.2. Internet and other similar uses⁷
- A.3. Performing the non-theatre work live and transmission of such performance⁸
- A.4. Television and radio broadcasting⁹

Section B/ - Non-identified collection

These are the sources of collection from which it is not possible to directly identify who is the rightsholder and for which work was the collection collected.

- B.1. Remuneration from blank record carriers¹⁰
- B.2. Remuneration from rental of recordings¹¹
- B.3. Cable retransmission of the works¹²
- B.4. Performing the non-theatre work from fixation and transmission of such performance¹³
- B.5. Performing radio and television broadcasting of works¹⁴

- (2) In the Collection fund, the remunerations collected in Section A and the remunerations collected in Section B are managed separately, with regard to the possibility of

⁶ Article III (4) a) and b) of RDR
⁷ Article III (4) c) of RDR
⁸ Article III (3) c) of RDR
⁹ Article III (3) b) of RDR
¹⁰ Article III (2) a) of RDR
¹¹ Article III (2) b) of RDR
¹² Article III (2) c) of RDR
¹³ Article III (3) c) of RDR
¹⁴ Article III (3) a) of RDR

identification of the author and user environment in which the work was used.

Article VIII

Distribution of the Collection fund

(1) The identified collection is paid out directly to the specific rightsholder after the deduction of the reasonably spent costs of the management of these rights. These are the following collections:

- A.1. Reproduction and distribution of works
- A.2. Internet and other similar uses
- A.3. Performing the non-theatre work live and transmission of such performance

In the case of uses under points A.1. to A.3., the collected remuneration is distributed in an identified manner towards notified objects of protection, or specifically based on the proportions notified by individual rightsholders.

- A.4. Television and radio broadcasting

If the broadcaster only operates a single television or radio station, then the collection from this broadcaster shall be applied to the complete statement and each composition shall be assigned a coefficient specified in minutes which is calculated as a quotient of the remuneration and the total used duration of the protected objects.

$$\textit{coefficient in minutes} = \frac{\sum \textit{remuneration}}{\sum \textit{total used minutes of the station}}$$

$$\textit{remuneration for the PO}^{15} = \textit{coefficient in minutes} * \sum \textit{duration of the protected object}$$

When distributing the collection from television or radio broadcasting from a broadcasting group which operates two or more stations, and which provides OAZA with complete records on the use of protected objects protected by the Copyright Act, then the remuneration shall be distributed as follows:

- Commercial television or radio group:

The total collection is divided on the basis of provided details by the broadcasting group. If such details are not available, the collection is distributed in direct proportion to the listening figures of the stations available from public sources. Then the following

¹⁵ PO – protected object

formula shall be used:

$$\text{coefficient in minutes} = \frac{\sum \text{remuneration from the group}}{\sum \text{total used minutes of the group}}$$

$$\text{remuneration for the PO} = \text{coefficient in minutes} * \sum \text{duration of the protected object}$$

- **Collective agreement:**

If the broadcasters are associated in a union and a collective agreement was concluded with this associations, then this association provides the details regarding the listening figures of the stations united in the broadcasting stations under the licensing agreement. The collection shall be distributed in respect to individual broadcasting groups based on the submitted key.

The remuneration for one protected object (PO) is calculated by the following formula:

$$PO = \frac{\sum \text{remuneration} * \text{collection proportion of the group (in \%)} * \text{duration of the PO in the group}}{\sum \text{total used minutes of the station within the group}}$$

- **Public broadcaster:**

The total collection is distributed in respect to individual stations in direct proportion to the used minutes and then multiplied by the total number of uses of minutes of the composition.

$$PO = \frac{\sum \text{remuneration} * \text{duration of the PO}}{\sum \text{total used minutes of the stations}}$$

In all the above-specified methods of distribution, the copyright remuneration is calculated as a multiplication of the PO and the portion of the author in respect to the PO in the OAZA's registry of works specified as a percentage.

If the statement is not submitted or if it is not machine-readable, the collective administrator is entitled to distribute this collection upon approval of the Committee and the Supervisory Board as non-identified under the rules for the distribution of collection coming from public productions.

- (2) The amount of the costs spent on the execution of the collective management based on the financial statement certified by the auditor shall be deducted from the overall proceeds from the management of rights from the collection. Regarding the remaining part of the collection, the General Meeting determines a share for the purpose of satisfaction of additional claims of the authors which shall be withheld in the collection for the period of 3 year. Such withheld sum shall be transferred to the Reserve fund. The remaining part of the collection without the withheld share shall be divided among the legitimate rightsholders according to the rules in Article IX.

Article IX

Distribution of the non-identified collection

The non-identified collection includes:

- B.1. Remuneration from blank record carriers¹⁶
- B.2. Remuneration from rental of recordings¹⁷
- B.3. Cable retransmission of the works¹⁸
- B.4. Performing the non-theatre work from fixation and transmission of such performance¹⁹
- B.5. Performing radio and television broadcasting of works²⁰

The non-identified collection is distributed according to these rules:

Awarding the technology of creation of individual works of master of sound according to these coefficients (coef.T):

- M multichannel (Dolby technology and similar)
1,0
- S mono/stereo sound
0,9

Awarding the type of work (coef. D) in letter b) of the given types of works:

¹⁶ Article III (2) a) of RDR
¹⁷ Article III (2) b) of RDR
¹⁸ Article III (2) c) of RDR
¹⁹ Article III (3) c) of RDR
²⁰ Article III (3) a) of RDR

1. Audio production

Audio		coef. D
Musical work	A	0,7
Spoken word	R	0,2
Others	O	0,04

For the purpose of distribution of the royalties in the area of audio production, the following definitions shall apply:

- **musical work** is an individual sound work, which is not included among other minor musical works
- **spoken word** is, in particular, radio and drama production
- **other minor musical work** is a sound work, which does not meet the attributes of a musical work, such as commercial, trailer, jingle, theme song, idents and other works not included in the category A and R

2. Audio-visual production

coef. D	Film process	Television process
Film		
Original version	1	0,7
Dubbing	0,2	0,05
Cycle		
Original version	0,4	0,06
Dubbing	0,12	0,02
Others		
Minor work	0,06	0,02
Commercial	0,04	0,01

Trailer, ident, jingle	0,04	0,01
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For the purpose of distribution of the royalties in the area of audio-visual production, the following definitions shall apply:

- **original version** (both in case of film and cycle) is a sound work, that is the author's component of the original film work.
- **minor work** is an audio-visual work, that does not meet the attributes of a film (both in its original version and dubbing), cycle (both in its original version and dubbing), documentary, commercial, trailer, ident, jingle and at the same time it meets the requirements for author's work of a master of sound.
- **documentary** is an audio-visual work, that does not meet the attributes of a film (both in its original version and dubbing), minor work, commercial, trailer, ident, jingle and at the same time it meets the requirements for author's work of a master of sound where the subject matter of the work is decisive as regards its classification into a relevant category
- **jingle** is an audio-visual formation identifying a particular radio station or a program. If the use of such an audio-visual work exceeds three repetitions per day, the use beyond that range will not be included in the distribution.
- **ident** is a short audio-visual formation fulfilling the function of separating individual programs. If the use of such an audio-visual work exceeds three repetitions per day, the use beyond that range will not be included in the distribution.
- **trailer** is an audio-visual work the purpose of which is to promote a particular program and inform about the time of its broadcasting. If the use of such an audio-visual work exceeds three repetitions per day, the use beyond that range will not be included in the distribution.
- **commercial** is an audio-visual work the purpose of which is to find and convince the user of goods and services, and which is distributed on behalf of the ordering party for payment or other consideration. If the use of such an audio-visual work exceeds three repetitions per day, the use beyond that range will not be included in the distribution..
- **dubbing** is, in the case of an audio-visual work and a cycle, the replacement of a part of the original sound element of the work with a new language mutation. The

new language mutation shall be valued by 40 % of the total calculated remuneration, while the remaining 60% of the remuneration shall be granted to the author of the original sound element if he/she meets the conditions of the distribution.

The scope of the work (R) is composed of the length of the work (footage) in minutes, that is rounded up for a full minute.

Reflecting the coefficient of the share (coef. P), according to which the co-authorship is determined by percentage.

Reflecting the coefficient of the age of the work (coef. S), the value of which is derived from the year in which the work was created in the following way:

1. AV production

Age of work	coef. S			
[year]	FILM	CYCLE	OTHERS – minor work	OTHERS – commercial, trailer, ident, jingle
1	1,0	1,0	1,0	1,0
2	0,1	0,1	0,02	0
3	0,1	0,1	0,015	0
4	0,09	0,09	0,01	0
5	0,08	0,08	0,009	0
6	0,07	0,07	0,008	0
7	0,06	0,06	0,007	0
8	0,05	0,05	0,006	0
9	0,04	0,04	0,005	0
10	0,03	0,03	0,004	0
11 and more	0,01	0,01	0,002	0

2. AUDIO production

Age of work	coef. S		
[year]	category A	category R	category O
1	1,0	1,0	1,0

2	0,09	0,02	0,02
3	0,08	0,017	0,015
4	0,07	0,016	0,01
5	0,06	0,015	0,009
6	0,05	0,014	0,008
7	0,04	0,013	0,007
8	0,03	0,012	0,006
9	0,02	0,011	0,005
10	0,01	0,01	0,004
11 and more	0,005	0,005	0,002

Explanatory notes to the table:

- The age of work is counted in years since the year of creation of the work.
- The year of reference is always a year for which the remuneration is paid out.

Remuneration is distributed according to the following rules:

A point value (BhD) is assigned to each work, notified by the author²¹ according to the following formula:

$$\text{BhD} = \text{koef. T} * \text{koef. D} * \text{R} * \text{koef. P} * \text{koef. S}$$

A point value of the use of the work (BhU) is assigned to each determined use according to the following formula:

$$\text{BhU} = \text{BhD} * \text{koef. U} * \text{koef. M} * \text{koef UD} * \text{koef ČU}$$

1. AV production

Category	TV stations	koef. U
A	Nova, ČT 1, Prima, ČT 2, ČT :D, ČT art, ČT3	3
B	TV Barrandov, Nova Cinema, Prima COOL, Prima krimi, Prima MAX, Prima LOVE, Nova Action, Prima ZOOM	1
C	Others with a licence by the Council for Television and Radio Broadcasting	0,3

²¹

Article II (4) of RDR

D	Others without a licence by the Council for Television and Radio Broadcasting	0,01
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Explanatory notes to the table:

- The distribution shall only apply to the works used on the stations with Czech language mutations and stations broadcasted via free DVB-T2 transmitters.
- The Copyright Committee decides regarding the inclusion of a station into the given category. The supplementing criterium for this inclusion is the average yearly views of the station in the period for which the copyright remuneration is being distributed. The 4+ methodology shall apply in this matter.
- The monitoring of stations in the A and B categories is performed by OAZA. The authors may notify OAZA of other broadcasters using the work, i.e. to secure the monitoring by themselves. Each individual discovered use (monitoring, playlist, discovered by the author) increases the value; the author notifies the use by means of OAZAIS information system or by using a particular form.
- Legitimate complaint may be raised by the author only in respect of the monitored use, the value of use is maintained.

2. AUDIO production

Category	Radio stations	coef. U
A	Impuls, Radiožurnál, Frekvence 1, Evropa 2, Blaník, ČRo 2, ČRo 3	3
B	Kiss, Country, Beat, Fajn	1
C	Others with a licence by the Council for Television and Radio Broadcasting	0,3
D	Others without a licence by the Council for Television and Radio Broadcasting	0,01

Explanatory notes to the table:

- The monitoring of stations in the A and B categories is performed by OAZA. The authors may notify OAZA of other broadcasters using the work, i.e. to secure the monitoring by themselves. Each individual discovered use (monitoring, playlist, discovered by the author) increases the value; the author notifies the use by means of OAZAIS information system or by using a particular form.
- Legitimate complaint may be raised by the author only in respect of the monitored use, the value of use is maintained.

Number of uses	Audio-visual work
Up to 20	1,0
21 – 25	0,9
26 – 30	0,8
31 – 35	0,7
36 – 40	0,6
41 – 45	0,5
46 – 50	0,4
51 – 55	0,3
56 – 60	0,2
61 – 65	0,1
66 and more	0,01

Number of uses	Audio work
Up to 100	1,0
101 – 110	0,9
119 – 120	0,8
121 – 130	0,7
131 – 140	0,6
141 – 150	0,5
151 – 160	0,4
161 – 170	0,3
171 – 180	0,2
181 – 190	0,1

191 and more	0,1
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Explanatory notes to the table:

- The number of uses is the overall number of uses per remunerated period.
- Only the number of uses which exceeds higher awarding is included in the group corresponding to the relevant number of uses. For example, 22 uses are calculated using the coef. M in the following way: 20 uses will be calculated with coef. M = 1 and 2 uses with coef. M = 0,9.

Possible use of the works (coefficient UD):

Manner of use of the work	AV	A
Type of the work		
AV	1	xx
A	0,9	1

The time of the use (coefficient ČU) represents the ratio of the used part of the work to the total length of the used work.

As a basis, each author shall be loaded with overall number of all the points for the notification of the works (**cpBhD**). Overall number of all the points of the author regarding the determined uses of his works (**cpBhU**) shall be added to this basis **cpBhD**, and then the overall number of all the points of the author shall be calculated by adding the number of points for the notification (**cpBhD**) to the determined uses (**cpBhU**) in the following way:

$$\text{cpB} = \text{cpBhD} + \text{cpBhU}$$

the overall number of collected points of all the rightsholders (**cpB_NP**) shall be determined

the value of a point towards the overall collection shall be determined according to the following formula:

$$hB = \text{Collection} / cpB_NP$$

the remuneration of the rightsholder (O) shall be determined according to the following formula:

$$O = hB * cpB$$

According to the above-mentioned rules, the determined remuneration is paid out to the author in the distribution dates²².

Article X

Complaints

- (1) The represented rightsholder is entitled to raise objections against the distribution of royalties within three months from the financial statement. The objections shall be raised by serving thereof to the address of the registered office of the Association or by electronic means to the address reklamace@oaza.eu, accompanied by the evidence proving the use of works, if applicable.
- (2) In cases of clearly unjustified complaint, OAZA may charge the costs incurred in connection to the examination of the complaint.
- (3) OAZA is entitled to assess the veracity of the notifications submitted by the rightsholders. The rightsholder is obliged to remove the discovered deficiencies, or return the incorrectly paid out sum, if applicable; failure of which will result in unilateral setting off of the sum by OAZA.
- (4) Provisions regarding the statutory bar of the claim are governed by the generally applicable legal regulation.

BOOK THREE

FINAL PROVISIONS

Article XI

Transitional provisions

²²

Article IV (9) of RDR

- (1) Remuneration from the exercise of right according to Article III (2)(b) (rental of audio and audio- visual recordings) are not collected by the collecting organization of OSA. The rules on distribution of the royalties will be applied if the collective rights manager ensures the exercise of this right.
- (2) The first distribution of the respective collection shall take place on 31 December 2025 at the latest.

Article XII

Final provisions

- (1) The Royalty Distribution Rules, and all its written amendments and appendices, are enforceable and effective as of the day of the approval thereof by the General Meeting of OAZA and according to these Royalty Distribution Rules the royalties will be distributed in the dates after the date when such General Meeting was held.
- (2) Changes to the Royalty Distribution Rules may be done only in accordance with the provisions of the Constitution of the citizens association OAZA.

In Prague on May 15th, 2025

Person responsible for the authenticity of the Royalty Distribution Rules and the wording thereof

Bc. Tereza Landová, MBA

Directress of OAZA