**CONTRACT OF COLLECTIVE MANAGEMENT OF**

**THE PHONOGRAMS PRODUCER’S COPYRIGHTS**

Concluded today.....................

**I. CONTRACTING PARTIES:**

**1.** .............................................. with registered office in .................................., street ..............................

no............, county....................... registered with the Trade Registry under the no…………………………………..,

VAT number………………………, tax attribute RO, with the bank account ........................................., opened at

…………………………………………,represented by…………………………………………, acting as……………………………………,

**hereinafter referred to as SC**…………………………………………………….

**2.** **THE UNION OF PHONOGRAM PRODUCERS IN ROMANIA (UPFR),** with registered office in Bucharest, 6E Dimitrie Pompeiu Boulevard, District 2, VAT number RO 9670110, bank account RO92RNCB0070153249250001, open at BCR - PIPERA, represented by Ms. Scriosteanu Mihaela-Alexandrina, acting as managing director, **hereinafter referred to as** **UPFR**,

The Parties have agreed to conclude the present Contract, according to the following conditions:

**II. OBJECT OF THE CONTRACT**

**ART.1.** The present contract has as subject the collective management of the following related property rights afferent to all phonograms which belong to SC......................................, acting as the right holder, or which were acquired by transfer or by exclusive license and which SC ........................... ascertains to UPFR, to be exercised on the Romanian territory:

1. the right to equitable remuneration for broadcasting commercial phonograms or their reproductions by the broadcasting organizations;
2. the right to equitable remuneration for the public performance of phonograms, including via the Internet (non-interactive online communication);
3. the right of retransmission through cable of their own sound records;
4. the right to compensatory remuneration for the private copy;
5. Representation in court, exclusively for the documents and actions which generate violations of the rights referred to in paragraphs a) - (d).

The paragraph b) from this article refers exclusively to non-interactive online uses. Making available to the public of phonograms through interactive transmissions, on request, made through the Internet or other data communication networks, wired or wireless, which allow the public to influence their content through preferential access to phonograms, in any place and at any time on an individual basis is not subject to this contract.

Making available to the public of phonograms or their reproductions by downloading them (download) on the Internet and also as ring tones for mobile phones or their use within the shows, concerts through mobile telephone or other data communication networks are not subject to this contract.

UPFR manages the rights which belong to SC ……………………………………………. only in the case of sources in which management is required to be carried out by a collective management society in accordance with the legal provisions in force. Any amendment of these legal provisions attracts consequently the amendment to this point regarding the rights managed under this contract.

**ART.2.** Related rights referred to in article 1 are associated with the repertoire of phonograms declared on its own responsibility of SC................................., in accordance with Annex 1 forming an integral part thereof. Any declaration of repertoire submitted during the Contract is an integral part of the present Contract.

**III. PARTIES’ RIGHTS AND OBLIGATIONS**

**ART.3.** In the performance of the contract, UPFR is entitled to grant non-exclusive licenses to users at their request, to develop methodologies for collecting related rights which are the subject of this contract and to participate in legal procedures for their establishment, to conclude contracts of representation with similar bodies abroad, protocols, conventions, contracts with the users or the collective management companies, to deploy any activity of collection and distribution of the related rights which belong to SC.........................................., to make all legal actions regarding the competent bodies, including to promote actions in justice with regard to recovering damages for the prejudices caused by the violation of rights that belong to SC............................., as well as to defense related rights which are the subject of this contract, to conclude any legal acts and to deploy any activities in the execution of this contract.

**ART.4.** UPFR has the right to deduct all the expenses incurred for the execution of this contract, constituted from actual expenditure of the collection and the distribution of rights of SC......................................, in an amount equal to 15% of the amounts allocated to SC............................

**ART.5.** UPFR will allocate SC....................................the collected remuneration, after deducting the expenses incurred in the performance of the contract, in the amount provided in Article 4 of this contract, according to the distribution criteria and to the methodology of calculation approved by the General Assembly on the basis of which they allocate the amounts to its own members. UPFR is committed to pay SC..........................................the net amounts that will be assigned according to the distribution criteria above mentioned, all payments being made in the Romanian currency.

**ART.6.** The allocation of the collected amounts shall be usually half-yearly, and shorter deadlines may be set by the UPFR's management.

**ART.7.** The allocation base is to be formed of the available information transmitted by the users of the repertoire declared by SC.........................................................., statements made by their own responsibility submitted by SC................................................. are not constituents of the rights, UPFR having the right to perform any control in order to establish the reality of the invoked rights. In the case verifications of the declarations of any kind of SC ....................................will be made, and the distribution will be carried out with delay, UPFR shall be exempted from any liability regarding this delay.

**ART.8.** SC........................................has the right to request information and documents concerning the amounts allocated in the last 12 months, the origin, the methodology of calculation of the rights and of deductions applied, as well as the consistency of the data with the provisions of the regulation for the distribution.

**ART.9.**  SC...........................................declares quarterly to UPFR all phonograms whose holder of rights is and shall provide all the information and documents necessary for the preparation and permanent update by UPFR of the repertoire of protected phonograms and their records, as well as for the management of the related rights. SC..................................... has the duty to declare the repertoire in the format indicated by UPFR which is subject to Annex no.2 to this Contract and shall form an integral part thereof. The non compliance of this obligation entails the exemption from liability of UPFR for the non-performance of this contract.

**ART.10.** When requested by UPFR, SC.........................................will be obliged to prove the reason on the basis of which it is considered that he is the person by right as regards phonograms/titles declared in the repertoire, showing written documents to demonstrate the quality of producer/holder of the phonograms/titles in question. The non compliance of this obligation entails exemption from liability of the UPFR for the non performance of the present contract, UPFR being by right able not to allocate the amounts related to the declared repertoire, but unproved by the holder of rights.

**ART.11.** SC……………………………………………….. has the obligation to inform UPFR within 10 days of any alteration in the identification data of the representative (premises, lucrative facility, landlines and mobile phones, email address, bank account etc.), otherwise being valid the identification data contained in this Contract, UPFR being absolved of any responsibility regarding this aspect.

**ART.12.** SC……………………………………………….. shall comply with all the obligations provided for by the legislation in force, shall abide the rules of the UPFR’s activity, regarding to the declaration of the repertoire and its veracity, of statutory provisions on the collection and distribution, management fees, as well as the provisions from the Annex.1 at the Articles of association concerning the allocation, including those relating to the allocation criteria and the methodology of calculation, as approved by the General Assembly of the members of UPFR.

**ART.13.** The parties are obliged to maintain the confidentiality of the Association’s activity, the contents of documents thereof, as well as any information they acquire regarding the other party, except those public.

**Art.14.** The Agent processes personal data of the legal representatives / employees of the Principal such as name and surname, function, contact number, email for the purpose of executing the present contract and for the commercial communication between parties, as well as user names, passwords, IP, the type of browser used, the type of device used – if the Principal creates an account on the Online Platform provided by the Agent and in which the Principal can see the distribution. The Principal is the only responsible for informing its employees and its representatives and for obtaining their consent regarding the processing of personal data if this is required by the legal provisions.

The legal ground of personal data processing is mainly the legitimate interest of THE UNION OF PHONOGRAM PRODUCERS IN ROMANIA (article 6 paragarph 1 letter f) of REGULATION (EU) 2016/679 but also the need to comply with a legal obligation to which the Agent is subject (article 6 paragarph 1 letter c) such as invoicing for the users. The data the Agent collects shall be processed during the contractual period, and after this period, over the period necessary to defend its rights, in the case of a contentious situation or over the period imposed by financial-accounting provisions. The employees of the Agent as well as the provider of the Online Platform provided to the Principal (by the Agent) have access to the personal data processed. The personal data can be revealed to public authorities for control or in court, in case of a trial. Being given the fact that the Agent needs the processed data to be updated, the Principal shall inform the Agent on every change concerning the data. The Agent is not responsible for using data that is not updated.

**ART.15.** Because the Principal also has access to personal data and processes the personal data of the representatives or employees of the Agent such as name and surname, function, contact number, email for the purpose the commercial communication between parties, the Principal shall implement all technical and organizational measures to ensure the security of these data, having the right to use them exclusively for the purposes mentioned in the present contract.

**IV. LIMITS AND GUARANTEES**

**ART.16.** SC ……………………………………………………guarantees UPFR its quality of holder of related rights subject to the present contract, the legal character of the declared repertoire, as well as the veracity of the information and documents submitted to UPFR. UPFR is not obliged to verify the accuracy, reliability of any data, information or documents received from SC……………………………………and to detect any errors or discrepancies in the data, information or documents provided to UPFR. In this respect, the SC……………………………………………………………..is responsible for any damage and prejudice to the rights and copyrights of the third parties as a result of actions undertaken by UPFR on the basis of the statements, documents and information submitted by SC…………………………………………………………, UPFR being exonerated from any responsibility with respect there to.

**ART.17.** SC……………………………………………………………..is responsible for the damages caused to

UPFR, as a result of the execution of this contract.

**ART.18.** The present contract shall not grant SC....................................the status of member of the Union of Phonogram Producers in Romania, and by default any rights and obligations which derive from it.

 **V. TERMINATION OF THE CONTRACT**

**ART.19.** Except where otherwise explicitly agreed, this contract shall be concluded for an indefinite period.

**ART.20.** The contract shall terminate by:

1. unilateral denunciation of the contract by the parties, by written notification submitted to the other contracting party by post with acknowledgment of receipt. The denunciation shall take effect on the date of receipt of the notification by the party to whom it is addressed to.
2. cancellation of the contract as a result of a final court decision that remains final and revocable;
3. interdiction, death, disappearance, insolvency, liquidation or bankruptcy of one of the parties;

**ART.21.** The termination of the contract does not absolve the Parties from their obligations until their liquidation.

**VI. FINAL PROVISIONS**

**ART.22.** Any dispute in the performance of the contract shall be settled amicably.

**ART.23.** In the case when during the performance of the contract, one of the parties has created material prejudices to the other party, the latter has the right to appeal to the competent court of judgment, belonging to the headquarters of UPFR’s court.

This contract represents the entire will of the Contracting Parties, being concluded in 2 copies, both with equal value, one for each party.

**THE UNION OF PHONOGRAM PRODUCERS IN ROMANIA (UPFR) SC……………………………………………………**