Registration no................../ Date...............

**PHONOGRAMS**

**CONTRACT OF MANDATE**

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

Between……………………………..**hereinafter referred to as Principal**, with registered office in ……………………………….address……………………………………………………., telephone…………………………………………….

fax………………………………….., mobile………………………..., e-mail………………………………………..registered with the Trade Registry under the no…… J……………………….VAT number……………………………………..with the current bank account opened at………………………………under no………………………………… dully represented by…………………………………………….

**and**

**Romanian Phonogram Producers Union - Association for Related Rights (UPFR) hereinafter referred to as Agent,** with registered office in Bucharest, 6E Dimitrie Pompeiu Boulevard, District 2, fiscal code RO 9670110, bank account RO92RNCB0070153249250001, open at BCR - PIPERA, represented by Ms. Mihaela Alexandrina Scriosteanu, this special term contract of mandate is concluded.

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

**CHAPTER I PRINCIPAL'S RIGHTS AND OBLIGATIONS**

**ART.1.** The **Principal** gives mandate to the **Agent** for the collective management of the following copyrights related to all phonograms which belong to SC......................................, acting as the right holder, or which were acquired by transfer or by exclusive license for the Romanian territory and which SC ........................... ascertains to UPFR, to be exercised on the Romanian territory:

1. the right to equitable remuneration for broadcasting phonograms 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 reproduction for the purpose of public performance and broadcasting;
4. the right of retransmission through cable of their own sound records;
5. the right to compensatory remuneration for the private copy;
6. Representation in court, exclusively for the documents and actions which generate violations of the rights referred to in paragraphs a) - (e).

The present mandate refers exclusively to non-interactive online uses. The supply of phonograms to the public through interactive transmissions, on request, made through the Internet or other data communication networks, wired or wireless, which allows 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 mandate.

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

**ART.2.** The related copyrights referred to in article 1 are associated with the repertoire of phonograms declared on its own responsibility by 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.

**ART.3. The Principal** has the right to control the management mode of his copyrights by the **Agent** within the limits set forth in Article 1341 paragraph 2-4 from the Law no. 8/1996 amended and supplemented.

**ART.4. The Principal** shall declare quarterly to the **Agent** all phonograms whose holder of rights is and shall provide all the information and documents necessary for the preparation and permanent update by the **Agent** of the repertoire of protected phonograms and their records, as well as for the management of the related rights**. The Principal** is entitled 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 the present contract.

**ART.5. The Principal** has the obligation to inform the **Agent** 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, the Agent being absolved of any responsibility regarding this aspect.

**ART.6. The Principal** shall comply with all the obligations provided by the legislation in force, by the Articles of Association in its current form and in any form adopted in the future by the General Meeting of members, by the Regulation of Organization and Operation, by documents and resolutions of the management bodies of the **Agent**, as well as by other documents issued by the competent authorities.

**ART.7.** The **Principal** guarantees **the Agent** against any actions initiated by the third parties (members or non-members) in respect of the lawfulness of the repertoire declared by him and of his rights over the repertoire, guarantees the veracity of the information and documents submitted to the **Agent**. The **Agent** is not obliged to verify the accuracy, reliability of any data, information or documents received from the **Principal** and to detect any errors or discrepancies in the data, information or documents provided to the **Agent**. In this respect, the **Principal** is responsible for any damage and prejudice to the rights and copyrights of the third parties as a result of the actions taken by the **Agent** on the basis of the declarations, documents and information transmitted by the **Principal**, the **Agent** being exonerated from any responsibility with respect thereto.

**ART.8.** When requested by the **Agent**, the **Principal** will be obliged to prove the reason why he is considered to be 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 **Agent** for the non-performance of the present contract, the **Agent** being by right able not to allocate the amounts related to the declared repertoire, but unproved by the holder of rights.

**CHAPTER II AGENT'S RIGHTS AND OBLIGATIONS**

**ART.9.** **The** **Agent** is obliged to fulfill the mandate that has been entrusted, under the conditions set by the **Principal**, namely to develop the activity of collective management of the related copyrights on all phonograms which belong to SC........................................., and are declared by this as belonging to his own repertoire, to collect and allocate the amounts generated by the use of these phonograms in the terms and conditions set by the legislation in force and the Articles of Association.

**ART.10.** **The** **Agent** is not allowed to enter in any activity or transaction outside the limits of the granted mandate.

**ART.11. The Agent** shall be exempted from any liability related to the prejudices to the copyright of the right holders and to the possible damage caused to third parties as a result of non compliance or inadequate compliance by the Principal of the obligations provided for in this Contract.

**ART.12. The Agent** reports about what he has received within the mandate, even when what he has received does not concern the **Principal**.

**ART.13. The Agent** is entitled to deduct all the expenses incurred for the compliance of his mandate from the managed amounts, within the limit of those provided for in the Articles of operation of the association and legal requirements for the matter.

**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 **Romanian Phonogram Producers Union - Association for Related Rights (UPFR) (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.

**CHAPTER III. TERMINATION OF THE MANDATE**

**ART. 16. The mandate** shall terminate by:

1. its revocation by the principal;
2. agent's waiver to the mandate;
3. Principal’s bankruptcy or dissolution or agent's liquidation.

**ART. 17**. The termination of the mandate regardless of situations in which it occurred will be made after a written notice.

**ART. 18.** The termination of the mandate does not absolve the Parties from their obligations until their liquidation.

**CHAPTER IV. FINAL PROVISIONS**

**ART. 19.** The present contract is valid for the entire duration of operation of the **Agent** or until one of the parties shall notify its termination.

**ART. 20.** Any dispute in the fulfillment of the present contract shall be settled amicably.

**ART. 21.**  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**’scourt.

**PRINCIPAL AGENT**

**Romanian Phonogram Producers Union - Association for Related Rights (UPFR)**

**Mihaela Alexandrina Scriosteanu**

**Executive Director**