

**CONTRACT OF UNILATERAL REPRESENTATION
PERFORMING RIGHTS**

Between the undersigned:

EAU – Eesti Autorite Uhing Estonian Authors’ Society whose registered, **EAU**, whose registered office is, 13 Lille Str. 10614 – Tallinn – Estonia.

Of the one part.

And

Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais hereinafter designated **SOCINPRO**, whose registered office is at Av. Beira Mar, 406 – Gr. 1205 – Centro – 20021-060 Rio de Janeiro – Rj. Represented by Jorge S. Costa, General Director. Affiliated at CISAC with number 189.

Of the other part,

It is agreed as follows:

Article 1.

- (i) By virtue of the present contract, the **SOCINPRO** confers on **EAU** the exclusive right, in the territory in which this latter Society operates (as they are defined and delimited in Article 6 (I) hereafter), to grant the necessary authorizations for all public performances (as defined in paragraph II of this article) of musical work, with or without lyrics, which are protected under the terms of national laws, bilateral tráties and multilateral international conventions relating to the author’s right (copyright, intellectual property, etc.) now in existence or which may come into existence and enter into effect while the present contract is in force.

The exclusive right referred to in the preceding paragraph is conferred in so far as the public performance right in the works concerned has been, or shall be during the period when the present contract is in force, assigned, transferred or granted by whatever means, for the purpose of its administration, to the **SOCINPRO** by its members, in accordance with its Articles of Association and Rules, the said works collectively constituting “the repertoire of the **SOCINPRO**”.



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- (II) Under the terms of the present contract, the expression "public performance" includes all sounds and performances rendered audible to the public in any place whatever within the territory in which **EAU** operates, by any means and in any way whatever, whatever the said means be already known and put to use or whether hereafter discovered and put to use during the period when this contract is in force "Public performance" includes in particular performances provided by live means, instrumental or vocal; by mechanical means such as phonographical records, wires, tapes and soundtracks (magnetic and otherwise) by processes of projection (sound film) of diffusion and transmission (such as radio and television broadcasts, whether made directly or relayed, retransmitted, etc.) as well as by any process of wireless reception (radio and television receiving apparatus, telephonic reception, etc. and similar means and devices, etc.).

Article 2

- (I) The exclusive right to authorize performances, as referred to in Article 1, entitles **EAU**, within the limits of the powers pertaining to it by virtue of the present contract, and of its own Articles of Association and Rules, and of the national legislation of the country or countries in which it operates;
- a) to permit or prohibit, whether in its own name or that of the author concerned, public performances of works in the repertoire of **SOCINPRO** and to grant the necessary authorizations for such performances;
 - b) to collect all royalties required in return for the authorizations granted by it (as provided in a) above);
to receive all sums due as indemnification or damages for unauthorized performances of the works in question
 - c) to commence and pursue, either in its own name or that of the author concerned, any legal action against any person or corporate body and any administrative or other authority responsible for illegal performances of the works in question;

to transact, compromise, submit to arbitration, refer to any Court of Law, special or administrative tribunal;
 - d) to take any other action for the purpose of ensuring the protection of the public performance right in the works covered by the present contract.
- II) The present contract being personal to the Contracting Societies, and concluded on that basis, it is formally agreed that, without the express written authorization of **SOCINPRO**, **EAU** may not in any circumstances assign or transfer to a third party all or part of the exercise of the prerogatives, faculties or otherwise to which it is entitled

under the said contract and in particular under Article 2. Any transfer effected contrary to this clause shall be null and void without the fulfillment of any formality.

Article 3.

In virtue of the powers conferred by Articles 1 and 2, **EAU** undertakes to enforce within the territory in which it operates the right of the members of **SOCINPRO** in the same way and to the same extent as it does for its own members, and to do this within the limits of the legal protection afforded to a foreign work in the country where protection is claimed. In particular, **EAU** shall apply to works in the repertoire of **SOCINPRO** the same tariffs, methods and means of collection and distribution of royalties (subject to what is agreed hereafter in Article 7) as those which it applies to works in its own repertoire.

Article 4

SOCINPRO shall place at the disposal of **EAU** all documents enabling the latter to justify the royalties it is responsible for collecting under the present contract and to take any legal or other action, as mentioned in Article 2 (I) above.

Article 5.

- (I) **SOCINPRO** shall place at the disposal of **EAU** all documents, records and information enabling it to exercise effective and thorough control over its interests, in particular as regards notification of works, collection and distribution of royalties, and obtaining and checking performance programmes.

In particular **EAU** shall inform **SOCINPRO** of any discrepancy which it notes between the documentation received from **SOCINPRO** and its own documentation or that furnished by other society.

- (II) In addition **SOCINPRO** shall have the right to consult all records **EAU**, and to obtain all information from it relating to the collection and distribution of royalties to enable it to check the administration of its repertoire by **EAU**.

- (III) **SOCINPRO** may accredit a representative to **EAU** to carry out on its behalf the verification provided for in paragraphs (II) above. The choice of this representative shall be subject to the approval of **EAU** to which he or she is to be accredited. Refusal to such approval must be motivated.

TERRITORY

Article 6.

- (I) The territory in which the **EAU** operates is: Estonia.
- (II) For the duration of the present contract **SOCINPRO** shall refrain from any intervention within the territory of **EAU** in the latter's exercise of the mandate conferred by the present contract.

DISTRIBUTION OF ROYALTIES

Article 7.

- (I) **EAU** undertakes to do its utmost to obtain programmes of all public performances which take place in its territory, and to use these programmes as the effective basis for the distribution of the total net royalties collected for these performances
- (II) The allocation of sums collected in respect of works performed in the territory of **EAU** shall be made in accordance with Article 3 and the distribution rules of **EAU**, having regard, nevertheless, to the following paragraphs:
 - a) Where all the parties interested in a work are members of a single society other than **EAU**, the whole (100%) of the royalties accruing to that work shall be distributed to the Society of which the said interested parties are members.
 - b) In the case of a work the parties interested in which are not all members of the same Society but of whom none is a member of **EAU**, the royalties shall be distributed in accordance with the international index cards (that is, the index cards or equivalent notifications sent and accepted by the Societies of which the interested parties are members).

In the case of contradictory index cards or notifications, may distribute the royalties in accordance with its own Rules, except where different interested parties claim the same share, when such share may be put into suspense until agreement has been reached between the Societies concerned.

- c) In the case of a work one at least of whose original creators belongs to **EAU**. **EAU** may distribute the royalties in accordance with its own Rules.
- d) The publisher's share of the royalties accruing to a work or the total share of all the publishers or sub-publishers of a work, no matter how many, shall in no case exceed one half (50%) of the total royalties accruing to the work.



