

CONTRACT OF  
UNILATERAL REPRESENTATION  
BETWEEN  
SOCINPRO AND KODA

Between the undersigned:

Sociedade Brasileira de Administração e Proteção de Direitos Intelectuais in the following called SOCINPRO whose registered office is at Av. Beira Mar, 406/1205, Rio de Janeiro, CEP 20021-060, Brasil, represented by its president Carlos José, specifically authorised for the purposes of the present contract by power of attorney

*on the one part*

and

KODA whose registered office is at Landemærket 23-25, 1119 Copenhagen, Denmark; represented by its Managing Director Niels Bak, specifically authorised for the purposes of the present contract by power of attorney

*on the other part*

it is agreed as follows:

**Art. 1 (I)** By virtue of the present contract, SOCINPRO confers on KODA the exclusive right, in the territories in which this latter Society operates (as they are defined and delimited in Art. 6 (I) hereafter), to grant the necessary authorizations for all public performances (as defined in paragraph III of this Article) of musical works, with or without lyrics, which are protected under the terms of national laws, bilateral treaties 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 SOCINPRO by its members, in accordance with its Articles of Association and Rules; the said works collectively constituting "the repertoire of SOCINPRO".

(II) Under the terms of the present contract, the expression "*public performances*" includes all sounds and performances rendered audible to the public in any place whatever within the territories in which each of the contracting Societies operates, by any means and in any way whatever, whether 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 phonographic records, wires, tapes and sound tracks (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...).

(III) With regard to direct broadcasting by satellite, the contracting Societies agree that the rights conferred by virtue of Art. 1 of this Contract are not limited to the territories of operation but are valid for all countries within the footprint of the satellite of which the transmissions are effected, subject to having acquired the other contracting Society's agreement beforehand as to the conditions under which the authorizations required for such transmissions may be delivered, insofar as the territories in which it operates are situated within the satellite's footprint.

**Art. 2. (I)** The exclusive right to authorise performances, as referred to in Art. 1, entitles KODA, 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 the other Society 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, KODA 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 Art. 2. Any transfer effected in despite of this clause shall be null and void without the fulfilment of any formality except as regards a transfer limited to the administration of rights for purposes of diffusion by means of a fixed service satellite and operated in favour of a Society having concluded a reciprocal representation contract with each of the contracting Societies.

**Art. 3 (I)** In virtue of the powers conferred by Art. 1 and 2, KODA undertakes to enforce within the territory in which it operates the rights 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, unless, in virtue of the present contract, such protection not being specifically provided in law, it is possible to ensure an equivalent protection. Moreover, the contracting parties undertake to uphold to the greatest possible extent, by way of the appropriate measures and rules, applied in the field of royalty distribution, the principle of solidarity as between the members of both Societies, even where by the effect of local law foreign works are subject to discrimination.

In particular, KODA shall apply to work in the repertoire of

SOCINPRO the same tariffs, methods and means of collection and distribution of royalties (subject to what is agreed hereafter in Art. 7) as those which it applies to works in its own repertoire.

(II) KODA undertakes to send to SOCINPRO any information for which it may be asked concerning the tariffs it applies to different kinds of public performance in its own territories.

**Art. 4.** SOCINPRO shall place at the disposal of KODA 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 Art. 2 (1) above.

**Art. 5. (I)** SOCINPRO shall place at the disposal of KODA 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, KODA shall inform SOCINPRO of any discrepancy which it notes between the documentation received from SOCINPRO and its own documentation or that furnished by another Society.

(II) In addition, SOCINPRO shall have the right to consult all KODA's records 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 KODA.

(III) SOCINPRO may accredit a representative to KODA to carry out on its behalf the check provided for in paragraphs (I) and (II) above. The choice of this representative shall be subject to the approval of the Society to which he is to be accredited. Refusal of such approval must be motivated.

**Art. 6. (I)** The territories in which KODA operates are as follows:

Denmark, The Faroe Islands and Greenland

