



Collection Agreement

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ncb

nordisk
copyright
bureau

The Writer/The Publisher: _____

Represented by: _____

Address: _____

hereinafter called "The Writer/The Publisher",

1.

hereby grants exclusive authorization to NORDISK COPYRIGHT BUREAU, Copenhagen, hereinafter called "NCB" who accepts to administer on his behalf in the below mentioned territory the recording and mechanical reproduction rights which he holds or may hold under the duration of the present agreement:

NORDIC COUNTRIES

(Denmark, Norway, Sweden, Finland and Iceland)

as well as

LITHUANIA, ESTONIA and LATVIA

2.

The administration of the aforementioned rights shall, with the exception of graphical reproduction, apply to any kind of recording and reproduction (on any make of gramophone record, tape, wire, sound film, video or any other device serving to reproduce music mechanically, whether such device be used at the present time, or may be invented for the same purpose, in the above mentioned territory) of literary, dramatic, dramatico-musical and musical works with or without words.

3.

The Writer/The Publisher undertakes during the duration of the present agreement only to grant to anybody rights covered by this agreement provided the administration of such rights remains entrusted to NCB for the aforementioned territory.

4.

NCB is authorized to:

grant the rights mechanically to reproduce in the aforementioned territory any of the works at present or in future owned or controlled by The Writer/The Publisher and to put into circulation under any form whatsoever and wheresoever it may be the recordings thus made or copies of reproduction,

collect and distribute the amounts agreed upon under the authorization thus granted,

adopt all appropriate measures, including also prohibition against recording and me-

chanical reproduction, in order to ensure the safeguarding and protection of the rights covered by this agreement.

5.

The authorization granted to NCB shall likewise include copies that are imported within the aforementioned territory when these imports have not been authorized under the terms and conditions applying to the aforementioned territory.

6.

The authorizations referred to in point 4 a) above will be issued by NCB on the same terms and conditions as for its own repertoire.

7.

The Writer/The Publisher undertakes to keep NCB regularly informed of the contents of his repertoire and particularly of his new acquisitions under whatever form such may be, change of ownership or conveyance, and on the whole to supply to NCB all information that may be required for the performance of this agreement, all under due responsibility of The Writer/The Publisher.

8.

NCB shall carry out all distribution and payment operations in connection with the amounts collected for the account of The Writer/The Publisher according to this agreement on the same dates and according to the same methods as for its own repertoire. If according to information provided by The Writer/The Publisher he receives from NCB amounts which he is under obligation to repay in full or in part to third party, he shall guarantee NCB against any claim that may be advanced by such third party.

9.

The Writer/The Publisher undertakes to lend his assistance to NCB in respect of legal actions that NCB may bring or support, and to supply all documents and vouchers that may be required in proof of his rights.

NCB will for that purpose have the authority to lodge suit and appear in court both as plaintiff and as defendant at any court of venue, to plead, to waive appeal, to negotiate, to enter into compromise, to compound, settle out of court, secure by substitution, enter into arbitration under all circumstances, engage all ministerial officials, choose all defending counsel, achieve all lower and higher court verdicts, obtain extracts thereof, have them served and executed by all lawful means, and in general to do and carry out whatever may serve The Writer's/The Publisher's interests.

10.

NCB will by substitution be in the position of entrusting the administration on its behalf of the rights covered by this agreement to any other society or any other person of its choice under the forms and conditions applying to the present agreement.

11.

The present agreement shall commence on the date hereof and will remain in force for a period of at least one (1) year. It will thereupon be automatically renewed for periods of the same length unless it is cancelled by either party by means of a registered letter - with a receipt for its delivery - forwarded three (3) months before expiry of the current period.

Inasmuch as it has been established in the joint interests of the parties thereto - inter alia due to the necessity of their co-operation for international solidarity so as to attain the best possible conditions of exploitation - this agreement shall be irrevocable during the time of its validity. In this connection it shall be understood that with regard to works for which NCB may have given manufacturers etc. an authorization prior to the actual termination of the agreement, all provisions in this agreement shall remain effective for the entire period of such authorization.

12.

Concerning all and any disputes that might arise in connection with this agreement only the law-courts (venue) of Copenhagen shall be competent.

Made in two identical copies at Copenhagen

on the

For NCB:

For The Writer/
The Publisher:
