

**Intergram**

an independent society of performers and producers of phonograms and audiovisual fixations

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**(hereinafter referred to as "INTERGRAM") represented by Managing Director**

**and**

**Producer** (please strike out the blank lines):

Name (company name):.....

Legal form (please delete where inappropriate).....

Natural person (reference no. of the Trade License, issuing authority and date of issue).....

Legal entity (specify the type).....

Seat:.....

Telephone No.:.....Fax:.....e-mail:.....

ID No.:.....

Bank:.....

Represented (statutory representative).....

Membership in other collecting societies.....

Tax domicile (name and address of a Tax Office where you file the income tax return):.....

**(hereinafter referred to as the "Producer")**

**enter into this**

**contract on representation  
of rights of the Producer of audiovisual fixation**

**Article I**

Subject of the Contract

1. The Producer hereby authorises INTERGRAM to provide, in its own name, authorisation to exercise the right to use audiovisual recordings and their reproductions (hereinafter referred to as the "recordings") the rights to which are owned by the Producer in accordance with Section 79 *et seq.* of Act No. 121/2000 Coll., On Copyright, Rights Related to Copyright and on the Amendment of Certain Laws (Copyright Act as amended), and/or to request, stipulate, negotiate, collect and recover, in its own name, the remuneration for the use of such recordings within the following scope:

- a) reproduction of recordings for user's personal use,
- b) cable retransmission of audiovisual recordings,

- c) performance of radio or television broadcasting,
- d) lending and/or rental unless the Producer has expressly reserved or limited the grant of authorisation for this manner of utilisation in Article V, paragraph 10,
- e) broadcasting by means of television unless the Producer has expressly reserved or limited the grant of authorisation for this manner of utilisation in Article V, paragraph 10,
- f) performance of the work from a recording and its transmission unless the Producer has expressly reserved or limited the grant of authorisation for this manner of utilisation in Article V, paragraph 10.

2. The right to grant authorisation to exercise the right to use the recordings shall also include the right of INTERGRAM to refuse or prohibit the use of recordings in justified cases.

3. The Producer authorises INTERGRAM to defend the Producer's rights specified in paragraph 1 hereof in compliance with legal regulations, including without limitation, the right to conduct litigations and to represent the Producer's interests before the state or other authorities and to take all appropriate measures necessary for protection of the entrusted rights.

4. The authorisations under paragraph 1 are granted without any territorial limitation unless the Producer has reserved or limited the territorial scope in Article V, paragraph 10.

## **Article II**

### Obligations of INTERGRAM

1. INTERGRAM assumes the authorisations specified in Article I of this contract and undertakes to protect them within the scope of authorisations specified in Article I of the contract in accordance with valid legal regulations, international agreements, internal regulations of INTERGRAM and contracts made between INTERGRAM and foreign collecting societies. INTERGRAM acts in its own name while exercising the Producer's rights. INTERGRAM collects remunerations for the use of pictures on its own account. The remunerations for the use of pictures shall be the Producer's own income and INTERGRAM is obligated to account them to producers in accordance with the Accounting Rules and Statute of INTERGRAM.

2. INTERGRAM may authorise only other collecting societies representing or administering the rights of producers to exercise the assumed rights of the Producer.

3. INTERGRAM undertakes to pay the Producer remunerations collected from the users of recordings in compliance with the Accounting Rules of INTERGRAM.

4. INTERGRAM undertakes to allow the Producer to inspect the original documents based on which its remunerations were calculated.

5. INTERGRAM undertakes to use any and all data provided by the Producer only for the purpose of administration and protection of recordings and for the collection and calculation of remunerations therefor only and INTERGRAM may assign the data contained therein to a foreign collecting societies only on the basis of a bilateral contract concluded between INTERGRAM and the said foreign collecting societies, or to an international organisation associating producers of audiovisual recordings whose member INTERGRAM is or will be and in cases when internal regulations of INTERGRAM or a legal regulation so stipulate.

## **Article III**

### Obligations of the Producer

1. The Producer undertakes that, during the term hereof, it will not enter without INTERGRAM's prior written consent into any contracts whose content could contravene this contract, including without limitation, it will not enter into any contract pursuant to which the Producer in contradiction to this

contract would assign its right to grant consent to use the recordings within the scope set forth in Article I hereof to a third party or would directly grant such consent. If any user directly asks the Producer to grant the consent to use the Producer's recordings to which the provisions of this contract apply, the Producer undertakes to refer such user to INTERGRAM and the Producer itself will inform INTERGRAM thereabout without delay. The Producer represents that no such valid arrangement between the Producer and a third party exists as at the date of this contract, or if such arrangement was concluded already prior to executing this contract, as the case may be, the Producer undertakes to cancel it without delay as far as it is legally possible; otherwise the Producer shall inform INTERGRAM about such contract and shall inform all parties concerned about representation by INTERGRAM of its rights specified in Article I of the contract. A breach of this provision shall entitle INTERGRAM to terminate this contract with immediate effect upon the delivery of the notice of termination to the Producer.

2. Throughout the term hereof the Producer undertakes not to enter into any contract with another collecting societies engaged in a similar line of business activity as INTERGRAM in the territory of the Czech Republic. The Producer shall not conclude such contract outside the territory of the Czech Republic provided that the Producer's rights on the territory of competence of such society shall be governed by a contract between INTERGRAM and the given organisation.

3. The Producer undertakes to deliver to INTERGRAM an authenticated copy of the Extract from the Commercial Register and/or a copy of the Trade License. Such authenticated copies shall be attached to this contract as an annex hereof.

4. The Producer undertakes that within one month after each new audiovisual recording designated for publication is produced it will inform INTERGRAM of the creation of such recording. These data shall become the property of INTERGRAM.

5. The Producer undertakes to provide any and all documents required for a breakdown of remunerations collected for him in accordance with the Accounting Rules of INTERGRAM.

6. Immediately after execution of this contract the Producer undertakes to deliver to INTERGRAM a list of any and all names or labels used by it and to immediately inform INTERGRAM in writing about its starting to use another name, about the termination of using thereof or any other change. These lists shall become the property of INTERGRAM.

7. The Producer undertakes to deliver to INTERGRAM a list of other producers and their names, whose rights the Producer represents, including the Producer's right to receive the payments of remunerations for the use of their recordings and pictures on their behalf; the list must be substantiated by the applicable contracts or, if not objectively possible, by declaration of honour. These data shall become the property of INTERGRAM.

8. The Producer undertakes to submit to INTERGRAM, on request, all contracts and arrangements, the contents of which might concern the activity of INTERGRAM.

9. The Producer undertakes to immediately notify INTERGRAM in writing (such notification being signed by a statutory representative) about changes of any data set forth in the recital of the contract and, further, about any data necessary for fulfilment of the contents of this contract (for example, change of seat, name, tax domicile, bank account and so forth).

10. The Producer undertakes to cooperate with INTERGRAM in securing and enforcing its claims vis-à-vis the users of its recordings hereunder and to submit any necessary information and documents to INTERGRAM to that effect.

11. The Producer shall be liable to INTERGRAM for damage caused by breach of this contract, including without limitation, by incorrect data or documents or by late submission thereof.

**Article IV**  
Payment of Remunerations

1. Remunerations will be usually paid out to the Producer once a year on the regular payday into the bank account specified in the recital of this contract.
2. INTERGRAM shall be entitled to deduct from the remunerations to be collected from the users an amount of compensation costs associated with the performance of the collective administration of the rights under Article I, including any possible costs of support and safeguarding of common interests of producers in the amount approved by the General Assembly.

**Article V**  
Final Provisions

1. The Producer agrees that any and all data necessary for representation of its rights within the scope set forth herein shall be kept on the computer database of the company INTERGRAM. INTERGRAM undertakes to provide the data only to a foreign partner organisation without the special consent of the Producer on the basis of a bilateral agreement, or to an international organisation associating producers of audiovisual recordings, as the case may be, whose member INTERGRAM is or will be and in cases when internal regulations of INTERGRAM or a legal regulation so stipulate.
2. The contract is concluded for an indefinite period and shall become valid and take effect on the day of its signing by both contracting parties.
3. This contract may be terminated in writing by means of a registered letter by 31 July with effect as of 31 December of the same calendar year. The provisions of Article III shall remain unaffected hereby. The notice of termination must be sent to the address specified in the recital of this contract (or in case of change of the seat to a new address of INTERGRAM as notified). It has been agreed that the provisions of Section 46 of the civil procedure order shall apply to delivery.
4. INTERGRAM may terminate the contract in accordance with paragraph 3 in the event of the occurrence of the following:
  - a) the Producer has committed a serious breach of the obligations arising from this contract
  - b) the Producer has not had any income from remunerations collected by INTERGRAM for a period of 10 years
  - c) the Producer has seriously damaged the interests and reputation of INTERGRAM.
5. The contract may be changed and amended only in writing with the consent of both contracting parties. The provisions of Article III paragraph 8 shall not be affected thereby and the notice of change of the data set forth in the recital of the contract shall be deemed to be a valid change of the contract according to this provision.
6. If the change of generally binding legal regulations occurs, affecting the contents of this contract, the affected provision shall be enforced in accordance with the said change. The remaining provisions of the contract shall remain valid, unless otherwise arising from the contracting parties agreement or from the nature of the change.
7. Upon conclusion of this contract the Producer becomes a member or represented in accordance with Article III paragraph 2 of the Statute of INTERGRAM. Details relating to Producer's membership in INTERGRAM, to the Producer's rights and obligations as well as to other issues of mutual relations shall be governed by the Statute of INTERGRAM attached hereto as an annex of this contract.
8. This contract and all relations, rights and obligations arising from this contract shall be governed by the Czech legal order.

9 The contract is executed in two counterparts of which each contracting party shall receive one.

10. Special arrangements

In Prague on.....

In:.....

On:.....

INTERGRAM

Producer