

Agreement for the assignment and administration of rights for event organisers

GVL ID: _____
Contract number: _____
(To be completed by GVL)

Between

Name of the event organiser: _____

Address: _____

E-mail: _____

– hereinafter referred to as “rights holder” –

and

Gesellschaft zur Verwertung von Leistungsschutzrechten GmbH (GVL)
Podbielskiallee 64, 14195 Berlin
PO Box 33 03 61, D-14173 Berlin

– hereinafter referred to as “GVL” –

the following Agreement governing the assignment and administration of rights is hereby concluded:

Article 1

(1) The rights holder grants GVL the right to administer, on its behalf and vis-à-vis third parties, the following statutory rights to remuneration he is entitled to at present and that he may become entitled to during the term of this Agreement:

- a) Reproduction for private and other personal use (Section 54 (1), (4) UrhG [German Copyright Act]);
- b) reproduction of school radio broadcasts, if the recordings thus made are not deleted at the end of the following school term (Section 47 (2) UrhG);
- c) reproduction for collections for religious usage purposes (Section 46 (4) UrhG);
- d) reproduction and distribution of sound and audiovisual recordings for the disabled, provided that this is necessary to enable them to access the sensual perception of the recordings (Section 45 a (2) UrhG);
- e) copying, distribution and making available to the public and other types of communication to the public of a sound or audiovisual recording for non-commercial purposes for teaching and instruction in educational establishments (Sections 60 a, 60 h (4) UrhG);
- f) copying, distribution and making available to the public of a performance on a published sound or audiovisual recording in collections for teaching and educational media (Sections 60 b, 60 h (4) UrhG);
- g) copying, distribution and making available to the public of sound or audiovisual recordings for the purpose of non-commercial research (Sections 60 c, 60 h (4) UrhG);
- ~~h) copying and making available to the public of audiovisual or sound recordings for scientific research in the form of text and data mining (Sections 60 d, 60 h (4) UrhG);~~
- ~~h) copying, distribution of copies and making available of a performance for the purposes listed in Sections 60s e, f UrhG via terminals (Sections 60 e, f, 60 h (4) UrhG);~~
- ~~i) public performance of sound and audiovisual recordings permitted by law in user-generated contents in the form of caricature, parody or pastiche by a service provider as defined in Section 5 (2) UrhDaG [Copyright Service Provider Act];~~
- ~~j) the presumably permitted public performance of performances in user-generated content by a service provider as defined by the UrhDaG (Sections 9-11, 12 (1) UrhDaG);~~
- ~~k) use in the context of press publications (Sections 87f, 87k UrhG);~~
- ~~l) the right to information pursuant to Section 19 UrhDaG on a non-exclusive basis~~

plus any entitlements and claims for remuneration, whose statutory administration can only be done by a collective management organisation.

~~(2) Service providers pursuant to UrhDaG within the meaning of this Agreement are providers of services which, pursuant to Section 2 UrhDaG, store and make available to the public a large amount of copyrighted content uploaded by third parties, with the exception of services not covered under Section 3 UrhDaG.~~

Article 2

The rights holder may assign the right to anyone to issue a non-commercial licence for the exploitation of his recordings or to use them for non-commercial purposes himself. The provisions in the respective current version published separately shall apply in particular.

Article 3

- (1) The rights holder shall be obliged to provide GVL with information and intelligence necessary to establish and administer his rights and entitlements. He shall also deliver the details necessary to establish and execute the distribution regulations and provide the necessary documentation.

- (2) The registration deadlines in the distribution regulations and any expressly communicated deadlines shall be cut-off deadlines for establishing remuneration entitlements. Pursuant to Art. 30 VGG [Act on Collective Management Organisations], collections arising from rights shall be considered as non-distributable if the identity or whereabouts of the rights holder could not be established within three years after the financial year has lapsed where the remuneration was collected for the relevant rights and if the collective management organisation had undertaken the necessary steps pursuant to Art. 29 VGG.
- (3) The rights holder shall inform GVL of his bank details and personal data (name, address, e-mail) and shall keep GVL informed of any changes to his details. In order to facilitate a payout at a later date, this obligation shall continue up to five years after the agreement has been terminated.
- (4) Provided that the GVL online platforms MY.GVL and ARTSYS.GVL for event organisers are used via the website www.gvl.de, the terms (and conditions) of use for online platforms shall apply.
- (5) GVL shall not be liable for misdirected transfers based on incorrect details. The rights holder shall be obliged to return any overpayments which result from incorrect, incomplete or unclear details to GVL.
- (6) In the event that the distribution for a specific distribution period should turn out to be systematically faulty in its entirety or in parts, specifically in cases where this is due to the invalidity of a provision of the underlying distribution regulations (including their Annexes), and if a complete reversal and rerun of the distribution is not possible or only feasible at disproportionate costs,
 - a) the level of the entitlements arising from the faulty distribution can be estimated if a precise calculation is not possible or only at disproportionate costs,
 - b) the entitlements of those adversely affected by the faulty distribution may be satisfied from current and future collections,
 - c) reclaim entitlements by the society may be offset against future payment entitlements
 - d) or, instead of these amounts being offset, reclaim entitlements by the society may be waived in their entirety or in part.

When selecting from these measures, the aim is to consider that the relevant entitlements are being fulfilled as completely as possible, and to observe the requirement of proportionality. The principle of equality shall be observed and cases of hardship must be taken into consideration.

Article 4

- (1) Entitlements of rights holders vis-à-vis GVL may only be assigned to third parties subject to the approval of GVL. GVL may make issuing an approval subject to the payment of an administration fee.
- (2) In case of the death of a rights holder the rights administration agreement shall be continued with their legal successor or legal successors. If there are several legal successors, they must exercise their rights vis-à-vis GVL via a joint authorised representative. GVL is not obliged to make any payouts until a joint authorised representative has been appointed. In all other respects, the general statutory provisions shall apply.
- (3) The rights holder may only appoint one authorised party for the management of his rights vis-à-vis GVL. By appointing another authorised party, the rights holder revokes the previously granted authorisation vis-à-vis GVL without any further action. The authorisation [power of attorney] with the most recent date.

Article 5

- (1) This Agreement shall commence ~~with on~~ the day ~~of signature by the parties~~ of its conclusion and shall be valid retroactively for the distribution years for which the registration deadline has not lapsed yet.

- (2) This Agreement may be terminated by giving six months' notice per 31st December of any year. It is also possible to withdraw individual rights from GVL. The withdrawal of rights may extend to individual protected subject matter items or territories and must be clearly specified to GVL. If the termination is made in order to have the rights covered by this Agreement administered by another collecting society, this Agreement may be terminated by giving 3 months' notice per 31st December of any year. The partial or complete termination of this Agreement must be made in "text form" [in writing, electronic notifications are permitted]. The date of receipt by GVL shall determine the beginning of the notice period.
- (3) Should the agreements with users entered into or extended by GVL continue to be valid beyond the termination of this agreement, the agreement shall be extended accordingly with respect to the relevant assignment of rights.
- (4) Once this Agreement has been terminated or rights have been withdrawn from it, the rights shall revert to the rights holder at the end of a calendar year without any explicit assignment.

Article 6

- (1) GVL's Articles of Association and Distribution Regulations in their respective version as amended shall form integral parts of this Agreement.
- (2) Changes to this Agreement passed by the Assembly of Shareholders and Delegates in future, for example with respect to new rights or usage types shall become an integral part of this Agreement provided they were communicated to the rights holder in "text form" [in writing, electronic notifications are permitted] and if he has agreed to them. Approval by a rights holder shall be deemed as given unless the rights holder explicitly contests it within 6 weeks from dispatch of the announcement; he shall be made aware of this legal consequence in the relevant communication.

Article 7

- (1) Personal details of the rights holder shall be electronically saved, processed and passed on within the scope of the intended use of the contractual relationship for the purpose of establishing, executing and terminating this Agreement governing the assignment and administration of rights as well as for later payments and for the compliance with statutory retention periods even after the contractual relationship has been terminated. This shall comprise the making available of data in the remit of international databases which are used jointly with foreign sister societies. Data protection information regarding this Agreement governing the assignment and administration of rights within the meaning of Article 12, 13 DSGVO [GDPR] are published at <https://www.gvl.de/en/data-protection-statement>.
- (2) The rights holder confirms that he has received information on his rights prior to signing the conclusion of this Agreement for the assignment and administration of rights and that GVL has fulfilled its obligation to provide information pursuant to Art. 53 VGG prior to consenting to his rights being managed.
- (3) Regarding matters relating to Article 12.2 b) to e) of the Agreement among Shareholders, the rights holder may lodge an appeal with the complaints committee. The complaints committee can only be appealed to within four weeks from the receipt of the decision in dispute. If a party entitled to an appeal has missed the deadline through no fault of their own, they have the right to be reinstated into their status quo ante upon application. The application must be filed within a two-week deadline once the hindrance has been removed. It is not possible to appeal for reinstatement into a status quo ante once a year has lapsed counted from the end of the missed deadline. Legal action cannot be taken until the complaints committee has made a decision or once six months have passed since the appeal. Further details can be determined in the procedural rules of the complaints committee.
- (4) Place of performance and jurisdiction shall be the registered office of GVL.

Place, date

Berlin, _____
Gesellschaft zur Verwertung
von Leistungsschutzrechten mbH (GVL)

Signature of the rights holder

Guido Evers
Managing Director

Dr. Tilo Gerlach
Managing Director