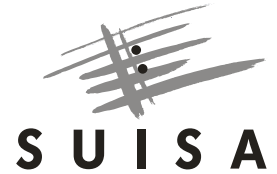


RIGHTS ADMINISTRATION AGREEMENT PUBLISHERS



between



ANREDE
NAME VORNAME
ADRESSE
PLZ ORT
LAND

E-MAIL

hereafter referred to as the “Publisher”

and

SUISA

Swiss Cooperative Society for Authors and Publishers of Music
Bellariastrasse 82, CH-8038 Zurich

SAMPLE

A. Rights Administration Agreement and General Terms and Conditions for Rights Administration

By this Agreement, Publisher **instructs** SUISA to manage the rights in musical works in respect of which Publisher has concluded or will conclude a publishing, sub-publishing, or co-publishing agreement.

The particulars and reciprocal rights and obligations of the parties to the Rights Administration Agreement are regulated by the attached **General Terms and Conditions for Rights Administration** (edition of 1.1.2024) which form an **integral part** of this Agreement.

By signing this Agreement, Publisher confirms that it has **read and understood**, and **accepts**, the attached General Terms and Conditions for Rights Administration.

Publisher or the undersigned person(s), as the case may be, hereby confirm that they are **entitled to sign** this Agreement, that they are **over 18** and of **sound mind** and – if Publisher is a legal person – that the undersigned are **empowered to sign** on Publisher’s behalf.

B. Amendment of the General Terms and Conditions for Rights Administration

The Board of SUISA may **amend** the General Terms and Conditions for Rights Administration from the start of any calendar year. SUISA communicates the amended General Terms and Conditions for Rights Administration to Publisher by electronic mail or by post. If Publisher **does not agree** with the amendments, Publisher may **terminate** the Rights Administration Agreement **within 90 days** of receiving the amended General Terms and Conditions, effective on the date the new General Terms and Conditions come into force. If Publisher **does not make use** of the right to terminate the Agreement, the amended General Terms and Conditions are deemed **accepted**, and are thus **valid and binding** on both parties.

C. Rights excluded from administration by SUISA

Publisher may exclude certain groups of rights from the transfer to SUISA. This means that the excluded rights will not be managed by SUISA, or on SUISA’s instructions, in Switzerland or abroad, and that

Publisher will not receive the corresponding royalties from SUIISA. Publisher will have to assert those rights itself or instruct another society to do so on Publisher's behalf. *

The following groups of rights may be excluded:

- a. the right to perform musical works in any way whatsoever, the right to show audio-visual or multi-media works containing musical works, the right to make musical works perceptible elsewhere and the right to record musical works for that purpose (performance right);
- b. the right to broadcast musical works by radio, television or other similar means, terrestrially or via cable or satellite and the right to record musical works for that purpose, the right to rebroadcast and to make the musical works contained in such broadcasts perceptible (broadcasting and rebroadcasting right, and public reception right, including simulcasting);
- c. the right to make musical works available on the internet or on other networks so that they may be accessed by members of the public from a place and at a time individually chosen by them, and to record and store musical works for that purpose (online right);
- d. the right to record and distribute musical works on phonograms, videograms and other data carriers (mechanical rights; this exception does not apply to recordings made for performance and broadcasting purposes, or for the purpose of making available).

Publisher excludes the following groups of rights: _____

D. Excluded territories

Publisher may exclude individual countries from the transfer of rights to SUIISA. That means that in the excluded territories the transferred rights will not be managed by SUIISA or by the relevant sister society on SUIISA's instructions. In the excluded territories, Publisher will have to assert those rights itself or instruct another society to do so on Publisher's behalf.

Publisher excludes the following territories: _____

E. Supplemental provisions

In all other respects, Publisher's relationship with SUIISA is governed by the Swiss Code of Obligations (especially the provisions concerning mandates), Swiss Civil Code, Articles of Association and regulations of SUIISA and the SUIISA Pension Fund for Authors and Publishers which form an integral part of the Rights Administration Agreement and which may be amended at any time by the General Meeting or the Board, as the case may be.

F. Applicable Law and Jurisdiction

This Agreement is exclusively governed by **Swiss law**.

For Publishers whose principal place of business or residence is abroad, the parties agree that **Zurich is the place of exclusive jurisdiction** and performance.

This Agreement has been made in two originals.

Zurich/Lausanne/Lugano,

Place, date _____

SUIISA

Publisher

(The English-language version of this Agreement has been translated for your convenience from the German-language original. In case of discrepancies, the German-language original shall prevail.)

* **NB:** The law severely restricts the possibility for publishers to exclude rights from assignment to SUIISA. According to Article 40(3) of the Federal Copyright Act, only authors or their heirs may directly manage the exclusive rights which are subject to federal regulation in Switzerland. Therefore, publishers cannot manage such rights themselves in Switzerland.