

# MANAGEMENT MANDATE AGENTS

## SCHEDULE



ENTIDAD DE GESTIÓN DE DERECHOS DE PROPIEDAD INTELECTUAL

## SCHEDULE to the management mandate for PRODUCERS REPRESENTED by Agents

In Madrid, ..... 20 .....

### BETWEEN

On the one hand, ..... as .....  
and acting on behalf of ....., with registered address in .....,  
address .....  
e-mail ..... and tax ID number ....., hereinafter referred to as the  
AGENT.

and on the other hand, ..... as .....  
and acting on behalf of ....., with registered address in .....,  
address .....  
e-mail ..... and tax ID number ....., hereinafter referred to as the  
REPRESENTED PRODUCER.

### DECLARE

- I. AGENT, that has entered an agreement with AGEDI that empowers it to entrust it, in the terms established by the contract with that society, with the management of certain intellectual property rights of phonogram producers which have so mandated through the relevant agreement.
- II. REPRESENTED PRODUCER, that is a phonogram producer.
- III. REPRESENTED PRODUCERS, that knows the terms of the Agreement signed between AGENT and AGEDI, and wishes that AGENT entrusts AGEDI with the management of its intellectual property rights in the terms established therein.
- IV. REPRESENTED PRODUCER, that has had the opportunity to know the general terms of the mandate hereby through the publication online of the text on AGEDI website, and accepts that this shall be the means where the future text will be available, in case of amendments.

Both parties, mutually recognising each other the necessary legal capacity and faculties, agree to enter into this agreement subject to the following

### CLAUSES

#### One

REPRESENTED PRODUCER authorises the AGENT to grant mandate to AGEDI on its behalf for the management of its rights regarding phonograms and music videos in the terms stated in the mandate that AGENT has signed with AGEDI, which terms declares to know.

The above mentioned authorisation includes the AGENT's power to collect from AGEDI the amounts allocated to the REPRESENTED PRODUCER from the date of signature of this agreement and that would be pending payment, unless the REPRESENTED PRODUCER wishes otherwise; if that is the case, it shall communicate it in writing to the AGENT when signing this contract, so that it can in turn communicate it to AGEDI.

Also, REPRESENTED PRODUCER authorises the AGENT to mandate AGEDI on its behalf to exercise the actions that may apply, both judicial and not judicial, in defence of the rights on phonograms and/or music videos referred to in this contract, which actions AGEDI, pursuant thereto, may settle and desist from its procedural approach.

#### **TWO (tick the relevant box)**

- This agreement hereby covers all phonograms previously commercialised by the REPRESENTED PRODUCER and music videos over which it holds any of the original or derivative rights mentioned in the agreement subscribed between the AGENT and AGEDI at the time of the signature of this mandate. Regarding phonograms and music videos over which any of the rights mentioned the RIGHTS HOLDER may hold in the future, they shall be understood included in this agreement, insofar as it is in force, unless the REPRESENTED PRODUCER expressly states otherwise, without prejudice of the rights which management must be carried out exclusively through collecting societies, according to that provided for by law.
- This management mandate covers all phonograms and/or music videos as specified in ANNEX A.

#### **Three**

The territorial scope of this agreement covers the Spanish territory.

In case that the REPRESENTED PRODUCER wishes that AGENT entrusts AGEDI the management of its rights in any of the territories with which AGEDI has management mandate representation, it shall have to communicate it in writing to AGENT, so that it communicates it in turn to AGEDI. Likewise, if the REPRESENTED PRODUCER wishes AGEDI to withdraw its repertoire from the management of any of the collecting societies with which AGEDI has signed representation agreements, it shall have to communicate it to the AGENT, so that it can in turn communicate it to AGEDI in writing. The list of representation agreements entered into by AGEDI is published and periodically updated on the Association's website.

#### **Four**

The present agreement shall enter into force on the date of the signature and will end when the AGENT notifies AGEDI about the withdrawal of the REPRESENTED PRODUCER from its list of clients.

#### **Five**

There shall be causes to terminate this Agreement by AGENT:

- a) Repeated breach, by the REPRESENTED PRODUCER, of any of its contractual obligations, although having the AGENT sent a formal request expressly and in writing requiring the compliance and having warned it of its decision to terminate the agreement in case it was neglected.
- b) Having REPRESENTED PRODUCER been sentenced or convicted by virtue of final administrative resolution or judgement, as a result of actions involving an infringement of a phonogram producer's intellectual or industrial property, fraud, deception or any other analogue that undermines the rights of other phonogram producer, without prejudice of REPRESENTED PRODUCER being able to sign a new agreement with AGENT once the relevant administrative or criminal liability is extinguished.

#### **Six**

REPRESENTED PRODUCER accepts that the amounts payable by AGEDI to the AGENT in fulfilment of the contract signed between them shall hold AGEDI harmless of any liability before the REPRESENTED PRODUCER and, consequently, waives to any claim against AGEDI regarding the amounts payable according to the mentioned contract.

## Seven

REPRESENTED PRODUCER authorises the AGENT to transfer its personal data to AGEDI, Entidad de Gestión de Derechos de Propiedad Intelectual, for the management of intellectual property rights of phonogram producers and to manage and maintain the contractual and professional relationships. To carry out such management it is necessary to transfer your personal data to bank entities and the Tax Agency.

With the purpose of managing the distribution of rights, in the case that you have entrusted us the international management of your rights, it is necessary that your personal data are communicated to other collective management organisations, also to those based outside the European Union. Thus, this international transfer of data is necessary for the execution of its contract with AGEDI and always in its own interest.

The treatment of your personal data is necessary for the execution of the contract herein, and they shall be maintained by AGEDI for as long as the current contractual relationship is in force and during the 6 following years or during the terms foreseen and required by tax legislation and until the actions derived from the contract have prescribed.

You may exercise the right of access, rectification, cancellation, opposition and individual automated decisions, portability and limitation with respect to personal data treatment by addressing AGEDI's Legal Department, in María de Molina 39, 6ª planta, 28006, Madrid or by email to [protecciondedatos@agedi.es](mailto:protecciondedatos@agedi.es), attaching a copy of your ID document as duly prove of identity. You have the right to file a claim before the Spanish data protection agency (Agencia Española de Protección de Datos, AEPD) should you consider your rights have been infringed.

In witness thereof, the parties sign this agreement in the place and date stated above.

AGENT

REPRESENTED PRODUCER

## SPECIAL TERMS

ACCORDING TO THAT ESTABLISHED IN THE AGREEMENT ENTERED INTO BETWEEN AGEDI AND THE AGENT, AND IN THE TERMS THEREIN SET, IN CASE THAT THE REPRESENTED PRODUCER DOES NOT WISH TO AUTHORISE THE AGENT TO ENTRUST TO AGEDI THE MANAGEMENT OF ANY OF THE RIGHTS NECESSARY TO CARRY OUT THE ACTIVITIES EXPRESSED BELOW, IT CAN RESERVE SUCH RIGHTS BY TICKING THE FOLLOWING BOXES:

### ANNEX 1 to the management mandate with Agent: SIMULCASTING AND NON-INTERACTIVE WEBCASTING

Simulcasting of phonograms abroad  SIGNATURE: \_\_\_\_\_

Non-interactive webcasting of phonograms abroad  SIGNATURE: \_\_\_\_\_

### ANNEX 2 to the management mandate with Agent: WEBCASTING

Webcasting of phonograms in Spain  SIGNATURE: \_\_\_\_\_

Webcasting of phonograms abroad  SIGNATURE: \_\_\_\_\_

### ANNEX 3 to the management mandate with Agent: PODCASTING

Podcasting of phonograms in Spain  SIGNATURE: \_\_\_\_\_

Podcasting of phonograms abroad  SIGNATURE: \_\_\_\_\_

### ANNEX 4 to the management mandate with Agent: BACKGROUND MUSIC FOR WEBSITES

Background music for websites in Spain  SIGNATURE: \_\_\_\_\_

Background music for websites abroad  SIGNATURE: \_\_\_\_\_

Reproduction for public communication for the previous activities (ANNEXES 1, 2, 3 and 4)



SIGNATURE:

\_\_\_\_\_

**Public communication and reproduction for public communication of MUSIC VIDEOS**

In Spain (There shall not be affected by this reserve the public communication of music videos in the modalities foreseen in article 20.2 f) and g) of Spanish Intellectual Property Law, which according to its article 122, sect. 2 and 3, must be necessarily managed through AGEDI)



SIGNATURE:

\_\_\_\_\_

Abroad (multiterritory channels)

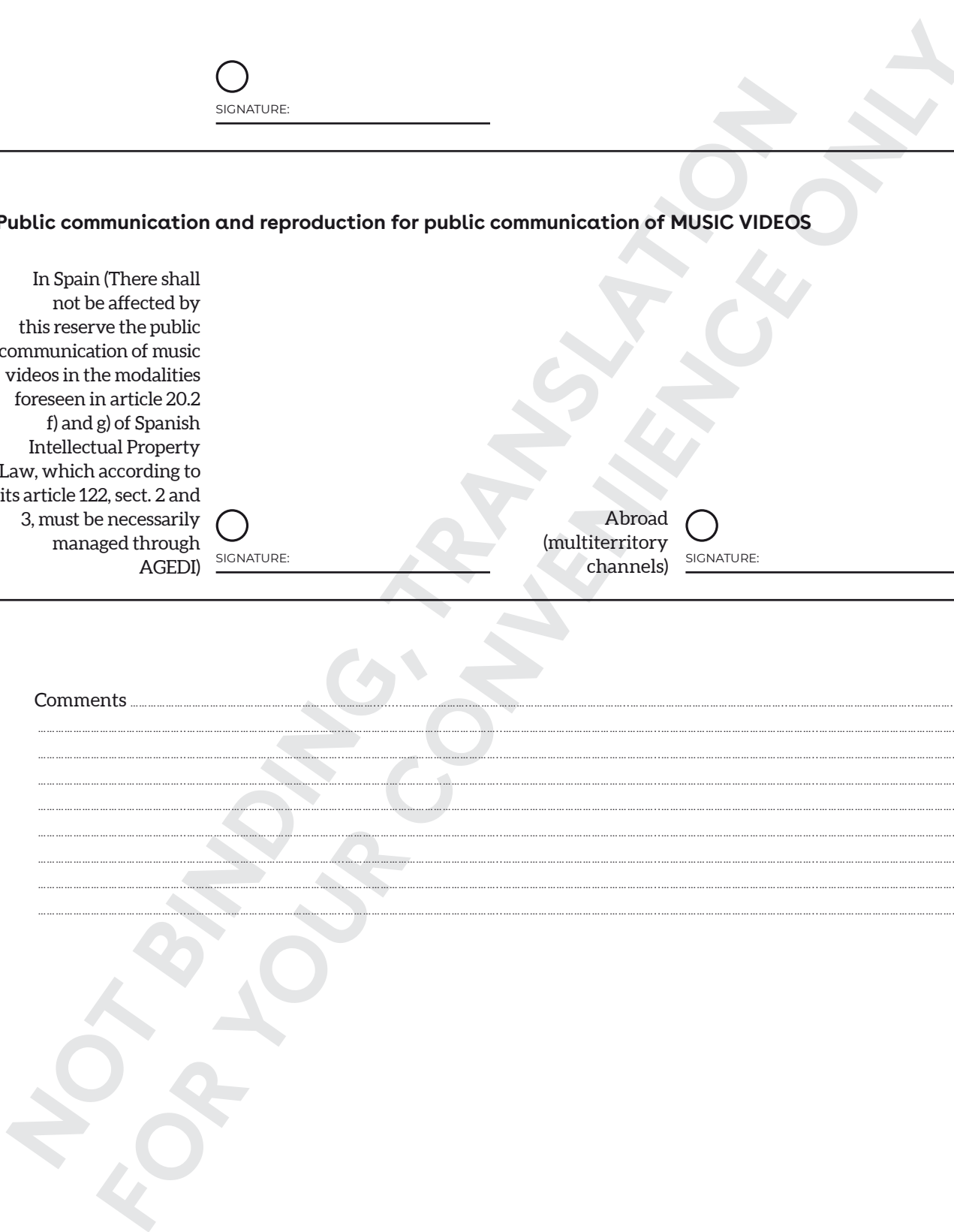


SIGNATURE:

\_\_\_\_\_

Comments

.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....



**AGEDI**

María de Molina 39, 6<sup>a</sup>  
28006 Madrid (Spain)  
Tel. +34 91 417 0470  
Fax +34 91 556 9272

**[www.agedi.es](http://www.agedi.es)**