



Tél. : +33(0) 1 53 77 66 55
63, boulevard Haussmann
75008 - Paris
www.sppf.com

SPPF MEMBERSHIP FILE

Legal Person or Natural Person

For any appointment request, please contact the
Phonograms service:

by calling: +33(0) 1 53 77 66 55

or by e-mail: phono@sppf.com

Each file uncompleted will be untreated and returned

Information and personal data are collected and processed by the SPPF (acting as data controller within the meaning of the General Data Protection Regulation "RGPD") in order to manage your life as a partner and, in accordance with the provisions of the Code intellectual property, its articles of association, the mandates entrusted and the decisions of its General Assemblies, to carry out and accomplish its various missions, to ensure the collection and distribution of your rights, and to allocate aid , and in its legitimate interest to communicate with you and inform you in the context of your life as a partner.

They are intended for the various internal departments of the SPPF, social, fiscal and financial organizations, some of its partners, as well as collective management organizations established in or outside the European Union with which the SPPF has concluded a contract representation agreement.

They are kept for the duration of the relationship with the SPPF extended by the corresponding limitation period (five years, unless interrupted), without prejudice to the legislative or regulatory provisions specific to certain categories of data imposing a particular retention period or the deletion of this data.

You have the right to access, rectify, limit, delete, erase and portability of personal data which you can exercise:

- either by email: at contact@sppf.com
- or by post: to SPPF (Protection of personal data) - 63 boulevard Haussmann - 75008 Paris (France).

Subject to duly proving your identity by attaching a copy of your official identity document to your email or post.

You can also update your data directly on the www.sppf.com site in "Your Space".

DOCUMENTS TO SEND BACK TO THE SPPF

- ☐ Your status (page 3)
- ☐ Company identification certificate not more than 3 months old or any other equivalent document (**for legal person only**) or a nationality certificate (**for one-person limited liability undertakings only**)
- ☐ A photocopy of the valid ID card (**for natural persons only**)
- ☐ Non-conterfeit certificate (page 4)
- ☐ The certificate (page 5) + the designation form of a natural person (if necessary) (page 6)
- ☐ Your contact details (page 7)
- ☐ Website link authorisation (page 8)
- ☐ Mandates to sign (page 9 à 27)
- ☐ Phonograms declaration form of 5 different phonograms and/or videograms (for phonograms : 5 different phonograms non-including versions, edits remix...) (pages 28 à 31)
- ☐ Your Bank Account Details
- ☐ A money transfer of 153 € made out to the SPPF as your contribution to the registered capital. This contribution gives you the quality of SPPF associate and allows you to apply for grants, to obtain preferential rates (Midem, MaMa) as well as to participate in the Annual General Meetings of the SPPF.
- ☐ Copy of contracts justifying the source of the rights:

For (co) producers of phonograms or videomusics, licensees, assignees, proxies

- ☐ **You are a producer:** provide the artist's contract or registration, or in the absence of a certificate of self-production + photocopies of the identity cards of the artists Vous êtes coproducteur : fournir le contrat de coproduction (qui doit préciser que vous êtes le gestionnaire des droits voisins)
- ☐ **You are a co-producer:** provide the co-production contract (which must specify that you are the manager of neighboring rights)
- ☐ **You are licensee:** provide the license agreement (the contract must specify that you are the manager of neighboring rights)
- ☐ **You are assignee of the rights of the producer:** provide the contract
- ☐ **You are the producer's proxy :** provide the management mandate
- ☐ Provide the valid physical or digital distribution agreement
- ☐ **For videomusic (co) producers, provide:**
 - the contract of realization
 - the particular contract for the supply of music videos made with a television channel with a contract with the SPPF, or any proof of the videomusic's supply, via the MUZICENTER IMD-FASTRAX platform.



The management mandates entrusted to the SPPF do not cover the uses of phonograms and / or videomusic on community sites such as Youtube, Dailymotion, Deezer, Spotify, Amazon... These modes of exploitation of phonograms and videomusic are part of an individual management of the right to authorize or prohibit, exercised directly by the producers or their representatives on these platforms.

YOUR STATUS

Your legal form	You are
<div style="margin-bottom: 10px;"> <input type="checkbox"/> Oneperson limited liability undertakings <input type="checkbox"/> Private / Public limited company <input type="checkbox"/> Corporation <input type="checkbox"/> Simplified stock company <input type="checkbox"/> Association <input type="checkbox"/> Other to specify : </div> <p>(Ex : Purchase of catalog, please contact the Phonogrammes Service)</p>	<div> <input type="checkbox"/> Phonograms Producer and/or Coproducer <input type="checkbox"/> Autorised representative <input type="checkbox"/> Licensor <input type="checkbox"/> Assignee <input type="checkbox"/> Videograms Producer and/or Coproducer </div>
<u>If you are a natural person</u>	<u>If you are a legal person</u>
<p>Mr / Mrs ⁽¹⁾</p> <p>Surname and First name:</p> <p>.....</p> <p>Nationality:</p> <p>Address:</p> <p>.....</p> <p>Postcode:</p> <p>City:</p> <p>Country:</p> <p>Phone number (obligatory):</p> <p>E-mail (obligatory):</p>	<p>Name of the company:</p> <p>.....</p> <p>Address (registered office):</p> <p>.....</p> <p>Postcode:</p> <p>City:</p> <p>Country:</p> <p>Phone number (obligatory):</p> <p>E-mail (obligatory):</p> <p>Share Capital:</p> <p>Company registration number:</p>
	<p>Postal address if different of registered office:</p> <p>.....</p> <p>Postcode: City:</p> <p>Country:</p> <p>Phone number (obligatory):</p> <p>E-mail (obligatory):</p>

You must pay sales tax (VAT): ☐ Yes ☐ No

If, yes, number VAT Intra-Community:

Drawn up in (place):,

On (date): ____ / ____ / ____

Signature:

Company stamp:

⁽¹⁾ Delete as appropriate

NON-CONTERFEIT CERTIFICATE

If you are a natural person	If you are a legal person
I, the undersigned Mr / Mrs ⁽¹⁾ ,,	I, the undersigned Mr / Mrs ⁽¹⁾ ,, Acting on behalf of (Company name)....., as ⁽²⁾ of the aforementioned company

hereby certify that I am the Producer of phonograms and / or videograms under the terms of the provisions of articles L. 213-1 et L. 215-1 of the Intellectual Property Code and I declare on my honour that I have never been sentenced for counterfeit by a legal decision possessing force of law, nor have I been the object of legal proceedings for counterfeit.

Drawn up in (place):,

On (date): ____ / ____ / ____

Signature:

Company stamp:

⁽¹⁾ Delete as appropriate

⁽²⁾ Specify the function performed within the company

CERTIFICATE

<u>If you are a natural person</u>	<u>If you are a legal person</u>
I, the undersigned Mr / Mrs ⁽¹⁾ , Surname and First name: Nationality:	I, the undersigned Mr / Mrs ⁽¹⁾ , Surname and First name: Acting on behalf of (Company name)..... as ⁽²⁾ of the aforementioned company

- I declare that I have read and agreed, without any restriction or reserve, SPPF's Status and General Regulation which are enclosed in this submission file.
- I hereby declare that I am not already a member of the SCPP or another similar foreign company which can administer part or the totality of my rights on phonograms / videograms in the French territory.

As a consequence, please receive my request of becoming an SPPF's Associate.

Drawn up in (place):,

On (date): ____ / ____ / ____

Signature:

Company stamp:

If you want appoint a third party to represent you to SPPF, the form designating an individual (page 6) should be provided.

⁽¹⁾ Delete as appropriate

⁽²⁾ Specify the function performed within the company

FORM DESIGNATING AN INDIVIDUAL TO REPRESENT A LEGAL ENTITY FOR ALL CONTACTS WITH THE SPPF

I, the undersigned.....

acting on behalf of (Company name).....

as ⁽¹⁾

or

duly empowered by decision of ⁽²⁾

Dated

DULY AUTHORIZE:

Mr/ Mrs ⁽³⁾

Address

.....

To represent and act on behalf of the aforementioned company for all contacts with the SOCIÉTÉ CIVILE DES
PRODUCTEURS DE PHONOGRAMMES EN FRANCE (SPPF).

Drawn up in (place):,

On (date): ____ / ____ / ____

Signature:

Company stamp:

⁽¹⁾ Specify the function performed within the company

⁽²⁾ Specify the authorized body or representative (Ex: Board of Directors, manager ...)

⁽³⁾ Delete as appropriate

The SPPF gives on its website www.sppf.com in the space « Reserved for the Associate », the following documents which you can download by means of your Login / Password (that you will received by mail).

- The preparatory States in the calculation of the Distributions of remuneration for private copying (Documents Excel of Statements of sales, States of Phonograms sharing of rights, recapitulative appendices of abnormalities).
- The Documents of Distribution Phono / Video (mail, debit notice / Credit, Detail of the distributions)

In the prospect of a better communication between our associates and the various services of the SPPF, we thank you to communicate us by return, this contact form duly completed.

Name of the Associate (natural person ou legal person):

For the purpose of electronic voting set up during the Annuel General Meetings of the SPPF, please enter the **contact details of the person to be convened to this meeting:**

Surname and First name:

.....

E-mail:

Phone number:

.....

Mobile number :

➤ **Phonograms service/ preparatory States in the calculation of the Distributions:**

Surname / First name

in charge of this file

E-mail (**obligatory**)@.....

Phone number (**obligatory**)

Copy to : Surname / First name

in charge of this file

E-mail (**obligatory**)@.....

Phone number (**obligatory**)

➤ **Service Vidéomusiques :**

Surname / First name

in charge of this file

E-mail (**obligatory**)@.....

Phone number (**obligatory**)

Copy to : Surname / First name

in charge of this file

E-mail (**obligatory**)@.....

Phone number (**obligatory**)

➤ **Service Répartitions :**

Surname / First name

in charge of this file

E-mail (**obligatory**)@.....

Phone number (**obligatory**)

Copy to : Surname / First name

in charge of this file

E-mail (**obligatory**)@.....

Phone number (**obligatory**)



Please notify the SPPF of any changes to the information provided in this form:

- by mail contact@sppf.com or via the website www.sppf.com under the section "Reserved for the Associates"

AUTHORISATION TO CREATE A LINK BETWEEN « www.sppf.com » AND A MEMBER'S WEBSITES

Name of the Associate (natural person or legal person):

Hereby, authorize, SPPF to create a link between its website « www.sppf.com » and the website which I own and the domain name is :

URL of the company / association :

This autorisation is granted for :

- A non-exclusive basis to the SPPF, for its website needs, as long as the member has not expressly notified his decision to terminate the present authorization
- All new domain name of the member which has to be formally notified to SPPF by mail or e-mail

Drawn up in (place):,

On (date): ____ / ____ / ____

Title of the signatory:

Signature:

*(Preceded by the handwritten mention
"Read and approved, good for authorization")*

Company stamp:

MANDATES

- **SPPF's Membership Mandates : To be signed and returned (pages 10 to 27).**

Please, keep one copy signed by you and the SPPF's General Director

SPPF'S MEMBERSHIP MANDATES

mandates to be paraphed and signed

<u>If you are a natural person</u>	<u>If you are a legal person</u>
<p>Mr / Mrs ⁽¹⁾,</p> <p>Surname and First name:</p> <p>.....</p> <p>.....</p> <p>Nationality:</p>	<p>Name of the company:</p> <p>.....</p> <p>Legal form:</p> <p>Address of registered office:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Company registration number:</p> <p>.....</p> <p>.....</p> <p>Represented by Mr / Mrs ⁽¹⁾</p> <p>As.....</p> <p>ou en vertu d'une délégation de pouvoir sous seing privé</p> <p>en date du : ____ / ____ / ____</p> <p>accorded by</p> <p>in his capacity of</p> <p>Of the MANDATOR.</p>

Hereafter named the « MANDATOR »

AND

The SOCIETE CIVILE DES PRODUCTEURS DE PHONOGRAMMES EN FRANCE (SPPF), registered to the RCS of Paris under the number D 339 199 697, set up on 23rd October 1986, in pursuance of the provisions of Article L. 321-1 and following of the Intellectual Property Code, and situated in 63 boulevard Haussmann - 75008 PARIS, represented by its Managing Director, Jérôme ROGER

Hereafter named the « SPPF »,

The Mandator and the SPPF are individually named « The party » and collectively the « Parties ».

⁽¹⁾ Delete as appropriate

Signed initials SPPF	Signed initials Mandator

GENERAL PROVISIONS:

The Mandator expressly declares to comply with requirements for becoming an SPPF's Associate.


The Mandator expressly declares to freely own the rights forementioned.

The Mandator expressly declares having acknowledged and agreed to :

- The SPPF articles of association which has been previously communicated by email or by mail while the registering of the membership application request and accessible on the SPPF website <http://www.sppf.com>,
- The General Regulation of the SPPF which has been previously communicated by email or by mail while the registering of the membership application request and accessible on the SPPF website <http://www.sppf.com>,
- The Compulsory Mandate B (Mandate for the exercising remuneration rights for producers of sound recordings)
- The Compulsory Mandate I (Mandate for the joint exercise of Producers' rights to authorise retransmission by cable, simultaneously, in full and without making any change to their phonograms and/or to their videograms)
- And if applicable, the following optional mandates :
 - Mandate C (Mandate for the joint exercise of Music Video Producers)
 - Mandate D (Mandate for the collective exercising of sound recording producer's rights to authorise the copying and communication of their sound recording)
 - Mandate G (Mandate for the joint exercise of Phonogram Producers' rights to authorise reproduction and communication of their phonograms by interactive services or the equivalent)
 - Mandate H (Mandate for the joint exercise of Music Video Producers' rights to authorise the reproduction and communication of their music videos by interactive services or the equivalent)
 - Mandate K (Mandate for the joint exercise of Producers' rights to authorise the private copy of the Elements of the visual arts)

By signing the hereof, the Mandator expressly declares to agree and to subscribe to the compulsory mandates and to the optional mandates by checking the corresponding box.

In application of the articles 1316 and following of the Civil Code, and if applicable, the article L110-3 of the Commercial Code; the parties declare that the information communicated by email are legally admissible between the parties as long as none authentic and signed act is reconsidering this information computerized.

Signed initials SPPF	Signed initials Mandator
	

COMPULSORY MANDATES

DECLARATION OF ADHESION TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE SOCIETE CIVILE DES PRODUCTEURS DE PHONOGRAMMES EN FRANCE (SPPF) MANDATE FOR EXERCISING REMUNERATION RIGHTS FOR PRODUCERS OF SOUND RECORDINGS (MANDATE B)

The MANDATOR,

Having become acquainted with the Memorandum and Articles of Association and General Regulations of the Société Civile des Producteurs de Phonogrammes en France (SPPF),

1) Hereby declares that it will adhere without limitation or reservation to the Memorandum and Articles of Association of the SOCIETE CIVILE DES PRODUCTIONS DE PHONOGRAMMES EN FRANCE (SPPF).

2) Also declares, in pursuance of article 1.2 of the said Memorandum, that it is nominating as its sole authorised agent the SPPF, which hereby intervenes in the person of its General Director for acceptance of the said Mandate,

With a view to exercising by its own authority and on its own account, the rights alluded to in articles L. 214-1 and L. 311-1 of the Code mentioned hereinabove, and which it holds in its capacity as, either a producer of sound recordings which may or may not reproduce works within the meaning attributed by the provisions of the Intellectual Property Code, were fixed for the first time in France, and may or may not have been published for commercial ends, or as an assignee or licensee of the said rights, or by virtue of its capacity as authorised agent of the said producers.

The MANDATOR, therefore, grants the SPPF the authority:


1) To conclude specific agreements with different categories of users of sound recordings published for commercial ends as dealt with by the provisions of articles L. 214-1 and L. 214-3 of the Intellectual Property Code, that is to say any natural or legal person ensuring direct communication of these sound recordings in a public place, since they are not being used in a show, their broadcasting by radio as well as the simultaneous and complete distribution by cable of this radio-broadcast in order to determine the scale of remunerations, due in ratio with these uses, the methods of payment of these remunerations as well as those dealing with the establishing and furnishing of documentary materials relating to the uses of sound recordings indispensable to the apportioning of the rights.

2) To conclude as far as is necessary all agreements with organisations representing performing artists thus permitting the concluding of agreements alluded to at 1°) above.

3) To take part in any Commission created in pursuance of the provisions of the Intellectual Property Code, as well as any negotiation having as its purpose the definition and determination of the remunerations and methods dealt with at 1°) above ; as well as in connection with the private copying of sound or video recordings.

4) To set up any Company for the levying or apportioning of authors' rights and related rights, similar to other levying Companies or to adhere to any other established Companies having the same purpose and pursuing the same goals as those of the SPPF.

5) To levy, or have levied, in France or abroad all remunerations due to the producers of sound recordings in ratio with uses alluded to at point 1°) above, and for the private copying of sound or video recordings as defined in article L. 311-1 and following of the Intellectual Property Code.

Signed initials SPPF	Signed initials Mandator
	

6) To apportion the proceeds of remunerations derived from the exercise of the rights, which form the subject matter of the current Mandate, by applying the provisions of Article 8 of the SPPF's Memorandum and Articles association and the decisions of its appropriate company agencies.

7) To go to law in order to uphold the rights, dealt with in the current Mandate, to establish, to bring to an end or to penalize infringements of the said rights and to generally argue, to come to terms and to arbitrate in order to ensure the defense and respect of the former.

8) To compile the SPPF's Company Register from the declarations of the MANDATOR, to make full use of the information which the declarations contain with a view to facilitating the carrying out of the current Mandate, and to pursue the goals defined by the SPPF's company aim.


It is specified that the exercise of rights, hereby dealt with, is limited to sound recordings which the MANDATOR has declared or will declare in a manner considered to be genuine to the SPPF'Company Register.

This declaration, which must comply with conditions determined, either in the Memorandum and Articles of Association or the General Regulations, approved by the MANDATOR, or by decisions of the appropriate company agencies of the SPPF, will contain at least the following identification details:

- title of the work recorded,
- identity and nationality of the Producer,
- identity of the main performing artists,
- sound recordings whether published or not for commercial ends whether reproducing works within the meaning attributed by the law of the 11th march 1957 codified in the Intellectual Property Code,
- location of the first fixing and length of the sound recording,
- code identifying the first owner of the recording in France, either the producer of the sound recording in question, his assignee or authorised representative,
- numerical code peculiar to each recording likely to be used by its users as a separate unit ,
- capacity of the person making the declaration, origin of the rights which he holds.

It is furthermore specified that each declaration to the SPPF's Company Register, in accordance with the conditions determined by the Memorandum and Articles of Association, the General Regulations, decisions of the appropriate company agencies or the current mandate, will be numbered in the order it is received by the SPPF, and will be considered as forming part and parcel of the current Mandate.

The Associate may request the withdrawal of this mandate at all times, by registered letter with recorded delivery, such withdrawal coming into effect on the date and under the conditions specified in the statutory provisions and SPPF General Regulations.

Signed initials SPPF	Signed initials Mandator
	

**MANDATE FOR THE COLLECTIVE EXERCISING OF SOUND RECORDING PRODUCERS' RIGHTS TO
AUTHORISE THE SIMULTANEOUS, UNALTERED AND UNABRIDGED RETRANSMISSION BY CABLE OF
THEIR SOUND RECORDINGS AND/OR THEIR VIDEOGRAMS (MANDATE I)**

The MANDATOR,


In accordance with the provisions of article 1 of the SPPF' Statutes, to which it adheres without restriction or reservation; and having been informed of the provisions of article L. 217-1 of the Intellectual Property Code which aims to transpose, in France, the principle of obligatory joint management of Producers' rights to authorise the simultaneous, unaltered and unabridged retransmission by cable of their sound recordings and/or videograms which have been televised from a European Union Member State.

Hereby declares that it is making the SOCIÉTÉ CIVILE DES PRODUCTEURS DE PHONOGRAMMES EN FRANCE (SPPF), which hereby intervenes in the person of its General Managing Director for acceptance of the said Mandate,

For the purposes of carrying out in its name and on its behalf, in application of article L. 217-1 of the Intellectual Property Code, within the limits and under the conditions defined hereinbelow, the rights recognised in articles L. 213-1 and L. 215-1 of the Intellectual Property Code and specifically the right regarding cable retransmission of sound recordings and/or videograms, and which it holds in its quality either as Producer of sound recordings and/or videograms or as transferee or licensee of the said rights or by virtue of its quality as authorised agent for the said Producers.

The MANDATOR, therefore, grants the SPPF the express mandate :

- 1) To conclude agreements with companies, bodies and more generally all individuals or corporate entities which retransmit by cable, simultaneously and unaltered, sound recordings and/or videograms televised from a European Union Member State.
- 2) These General Contracts of Common Interest concluded in accordance with the provisions of article L. 321-10 of the Intellectual Property Code should specify the general conditions for use of the sound recordings thus indicated and should set the amount of payments due in return and the terms of payment to the SPPF on behalf of the MANDATOR.
- 3) To grant, while awaiting or failing the concluding of such General Contracts of Common Interest with the above-mentioned users, particular licences of use by the Mandator's authority and on its account for each sound-recording and/or videogram legally declared to the SPPF's Company Register.
- 4) Excluded from this distribution mandate is the simultaneous and unabridged retransmission by cable of sound recordings published for sales purposes which have previously been broadcast, which broadcast is covered by the provisions of article L. 214-1 of the Intellectual Property Code which sets out the principle of Equitable Remuneration in counterpart to the non-exercise of the right to authorise recognised for sound recording Producers in article L. 213-1 of the said Code.
- 5) To set up any Company for the levying or apportioning of authors' rights and related rights, similar to other levying Companies or to adhere to any other established Companies having the same purpose and pursuing the same goals as the SPPF.
- 6) To levy or have levied in France or abroad all remuneration payments due to the producers of sound recordings and/or videograms in ration with uses described at point 1°) above.
- 7) To apportion the proceeds of remuneration payments derived from the exercise of the rights, which form the subject matter of the current Mandate, in pursuance of the provisions of article 8 of the SPPF's Memorandum and Articles of Association, the decisions of its appropriate company agencies and of the General Regulations.

Signed initials SPPF	Signed initials Mandator
	

8) To go to law in order to ensure the protection of the rights, dealt with in the current Mandate, to establish, to bring to an end or to penalise infringements of the said rights and to generally argue, to come to terms and to arbitrate in order to ensure the defence and respect of the former.

9) To complete the SPPF's Company Register from the declarations of the MANDATOR, to make full use of the information which the declarations contain with a view to facilitating the carrying out of the current Mandate and to pursue the goals defined by the SPPF's company aim.


It is hereby specified that the exercise of rights, which are the object of this document, is limited to sound recordings and/or videograms for which the MANDATOR has made or will make a declaration deemed genuine, to the SPPF Company Register.

This declaration, which must comply with conditions determined, either by the Memorandum and Articles of Association or the General Regulations, approved by the MANDATOR, or by decisions of the appropriate company agencies of the SPPF, will contain at least the following identification details :

- title of the recorded work,
- identity of the main performing artists,
- sound recordings published for sales purposes or not and/or videograms reproducing works or not, under the terms of the law of 11th March 1957,
- identity and nationality of the producer,
- location of the first fixing and length of the sound recording and/or videogram,
- code identifying the first owner in France of this recording, either the producer of the sound recording and/or videogram in question, his assignee or authorised representative,
- numerical code peculiar to each recording likely to be used by the users as a separate unit,
- capacity of the person making the declaration, origin of the rights which he holds.

It is furthermore specified that each declaration to the SPPF's Company Register, in accordance with conditions determined by the Memorandum and Articles of Association, the General Regulations, decisions of the appropriate company agencies or the current Mandate, will be numbered in the order it is received by the SPPF, and will be considered as forming part and parcel of the current Mandate.

The Associate may request the withdrawal of this mandate at all times, by registered letter with recorded delivery, such withdrawal coming into effect on the date and under the conditions specified in the statutory provisions and SPPF General Regulations.

Signed initials SPPF	Signed initials Mandator
	

OPTIONAL MANDATES

Please check the box of each optional mandate that you want to entrust to the SPPF.

☐ **MANDATE FOR THE MANAGEMENT OF THE RIGHTS OF THE MUSIC VIDEO PRODUCERS
(MANDATE C)**

By checking this box, I expressly entrust the SPPF to manage on my behalf my rights for certain exploitations of my videograms and in accordance with the Private Copying.

The MANDATOR,

In accordance with the provisions of Article 1 of the Memorandum and Articles of Association of the SPPF and the resolution of its Exceptionnal General Meeting of 18th december 1986, and having read the Memorandum and Articles of Association and the General Regulations of the SPPF, to which it adheres without restriction or reservation,

Hereby declares that it is making the Société civile des producteurs de phonogrammes en France (SPPF), which hereby intervenes in the person of its General Director for acceptance of the said Mandate,


With a view to exercising by its own authority and on its own account, under the hereafter defined conditions, the rights which it holds by virtue of Articles L. 215-1 of the Intellectual Property Code and by virtue of Articles L. 311-1 and following of the Intellectual Property Code, either in its capacity as a Producer of video recordings, or as assignee or licensee of the said rights, or as authorised agent of the said producers.

The MANDATOR, therefore, grants the SPPF the authority:

1) To conclude General Contracts of common interest, in accordance with the provisions of Article L. 321-10 of the Code mentioned hereinabove, in order to determine the conditions of use of the said video recordings, and the methods of remuneration for their producers:

- either with public or private television broadcasting companies, broadcasting either by land or satellite or a radio and television broadcasting service distributed by cable, whether or not these services are subject to authorisation or prior declaration within the meaning of the Law n° 86-1067 dated 30th September 1986, as modified, relating to freedom of communication,
- or with private or public companies supplying programmes to these companies that provide an audiovisual or radio communication service,
- or with private or public companies supplying programmes to companies that do not provide an audiovisual or radio communication service within the meaning of the aforementioned provisions and more generally with any establishment that is accessible to the public (particularly shops, discotheques, etc.), which communicates videograms to the public,
- or with any service accessible over the Internet, communicating remotely to all or some of the public, music videos, without offering the possibility of downloading,
- or with companies that allow the public access to the aforementioned remote services.

These contracts may authorise the whole or partial communication of the said video recordings to the public or to certain sections of the public by diffusion, radiodiffusion, broadcasting or cable-distribution, as well as their total or partial copying, as long as this copying is intended to allow and to facilitate this communication.


Signed initials SPPF	Signed initials Mandator
	

- 2) To issue, while awaiting or failing the concluding of such General Contracts of Common Interest, private authorisations of use in the name of and on the account of the MANDATOR under conditions which the former will have previously defined for each video recording lawfully declared to the SPPF's Company Register.
- 3) To conclude as far as is necessary all agreements with organisations representing performing artists thus permitting the concluding of Agreements alluded to at 1°) and 2°) above, or to intervene in such Agreements.
- 4) To represent and exercise rights to remuneration for private audio-visual copying with the company COPIE FRANCE or any other company responsible, in accordance with the provisions of the Articles L. 311-6, L. 321-1 and following of the Intellectual Property Code, for collecting any remuneration due pursuant to private copying carried out within the conditions mentioned at Article L. 211-3 2°) of the Code mentioned hereinabove, and relating to each work.
- 5) To set up, with a view to the fulfilment of the current Mandate, any Company for the levying or apportioning of authors' rights and related rights, similar to other levying Companies or to adhere to any other established Companies having the same purpose or pursuing the same goals as those of the SPPF and to conclude all agreements or Conventions with similar organisms or Companies in France or abroad.
- 6) To levy or have levied, in France or abroad all remunerations due to the producers of video recordings in ratio with uses alluded to at points 1°/ 2°/ and 4°/above.
- 7) To apportion the proceeds of remunerations derived from the exercise of the rights, which form the subject matter of the current Mandate, by applying the provisions of Article 8 of the SPPF's Memorandum and Articles of association, the decisions of its appropriate company agencies and particular information provided by the MANDATOR in its declarations in the SPPF's Company Register.
- 8) To go to law in order to uphold the rights dealt in the current Mandate, to establish, to bring to an end or to penalize infringements of the said rights and to generally argue, to come to terms and to arbitrate in order to ensure the defense and respect of the former.
- 9) To compile the SPPF's Company Register from the declarations of the MANDATOR, to make full use of the information which the declarations contain with a view to facilitating the carrying out of the current Mandate, and to pursue the goals defined by SPPF's company aim.

It is specified that the exercise of rights, hereby dealt with, is limited to video recordings which the MANDATOR has declared or will declare in a manner considered to be genuine to the SPPF's Company Register.

This declaration, which must comply with conditions determined, either by the Memorandum and Articles of Association or the General Regulations, approved by the MANDATOR, or by decisions of the appropriate company agencies of the SPPF, will contain at least the following identification details:

- title of the recorded work,
- identity and nationality of the Producer,
- identity of the main performing artists,
- location of the first fixing and length of the video recording
- code identifying the first owner in France of this recording, either the producer of the video recording in question, his assignee or authorised representative,
- numerical code peculiar to each recording likely to be used by its users as a separate unit,
- identification of the sound recording or recordings forming the video recording's sound track,
- capacity of the person making the declaration, origin of the rights which he holds.

Signed initials SPPF	Signed initials Mandator
	

This mandate is only applicable to the part of the MANDATOR's repertoire deposited with the SPPF, it is the Mandator's duty to notify the SPPF, in compliance with current procedures, the part of the repertoire to which this mandate does not apply.

The Associate may request the withdrawal of this mandate at all times, by registered letter with recorded delivery, such withdrawal coming into effect on the date and under the conditions specified in the statutory provisions and SPPF General Regulations.

☐ **MANDATE FOR THE COLLECTIVE EXERCISING OF SOUND RECORDING PRODUCER'S RIGHTS TO AUTHORISE THE COPYING AND COMMUNICATION OF THEIR SOUND RECORDINGS (MANDATE D)**

By checking this box, I expressly entrust the SPPF to manage on my behalf my rights related to certain reproduction acts and/or communication to the public of my phonogram(s).

The MANDATOR,

In accordance with the provisions of Article 1 of the Memorandum and Articles of Association of the SPPF and the resolution of its Extraordinary General Meeting of 18th December 1986, and having read the Memorandum and Articles of Association and the General Regulations of the SPPF, to which it adheres without restriction or reservation;

Hereby declares that it designates as its exclusive representative the Société civile des producteurs de phonogrammes en France (SPPF), which hereby acts through the person of its General Director for acceptance of the said Mandate.

With a view to exercising by its own authority and on its own account, within the limits and conditions which are hereafter defined, the rights described in the provisions of Article L. 213-1 of the Intellectual Property Code, and which it holds in its capacity as, either a producer of sound recordings, or as assignee or licensee of the said rights, or by virtue of its capacity as representative of the said producers.

The MANDATOR, therefore, grants the SPPF the authority :


1) To conclude General Contracts of Common Interest with the users of sound recordings produced by the MANDATOR or by producers who have granted it licence or mandate, and this in accordance with the provisions of article L. 321-10 of the above-mentioned Code, in order to set conditions according to simple and economical procedures so as to permit the said users to copy totally, partially, directly or indirectly, these sound recordings, as well as to communicate to the public all or part of these sound recordings or of their copies permitted by the present mandate ;

These General Contracts of Common Interest should specify the conditions of use thus described and should set the amount of payments due in return and the terms of payment to the SPPF on behalf of the MANDATOR.


The following are excluded from the present Mandate and remain subject to the authorisation of the producer or of one to whom he has granted licence or Mandate:

- a) Copies intended to make sound-recordings for private use available to the public, by sale, exchange or hire ;
- b) reproductions intended as soundtracks for videograms forming audiovisual works or not, with the exception of those created:

-

Signed initials SPPF	Signed initials Mandator
	

- by public or private companies providing an audiovisual communication service, either terrestrial or by satellite, or distributed by cable, whether or not these service are subject to prior authorisation or declaration, within the meaning of the provisions of the law n° 86-1067 of 30th September 1986, as modified, relating to freedom of communication, or on behalf of the latter.
- c) reproductions intended as soundtracks for an audio or audiovisual advertisement, with the exception of self-promoting advertisements exclusively relating to programmes intended for broadcast on TV channels,
- 2) While awaiting the conclusion of a General Contract of Common Interest in the conditions of the present mandate, the MANDANTOR can fix directly with the user the amount of the payment owed for the use of phonograms declared to the SPPF's Company register; in this case, the SPPF will establish a Particular Contract realizing the agreement which will substitute itself the General Contract of Common interest from its conclusion.
- Only in case of failure, noticed by the Board of Directors, the negotiations engaged by the SPPF with a user with the aim of the conclusion of a General Contract of Common Interest or its renewal, or in case of impossibility, noticed by the Board of Directors, to reach the conclusion of such a contract, The MANDATOR can exercise directly the rights indicated above to fix freely, with the user, the amount of the payment owed for the use of the phonograms of its directory. In these last cases, it will mention to the Particular Contract the obligation made for the user to send any statements of use as well as any payments owed in execution of the aforementioned Particular Contracts to the SPPF for the purposes of collection and distribution by it ; he will communicate with the SPPF the agreed financial conditions.
- It is specified that, in case the user would notify to the SPPF the failure of the negotiations or his refusal to negotiate, the next Board of Directors would note it, at the latest within one month according to the reception of the announcement of the user.
- 3) To conclude as far as is necessary all agreements with organisations representing performing artists thus permitting the concluding of agreements described at 1°) and 2°) above, or to intervene in such agreements.
- 4) To set up, in order that the present Mandate might be put into effect, any Company for the levying or apportioning of authors' rights and related rights, similar to other levying Companies or to adhere to any established Companies having the same purpose and pursuing the same goals as those of the SPPF and to conclude any agreement or convention with similar Bodies or Companies in France or abroad.
- 5) To levy, or have levied in France or abroad all remunerations due to the producers of sound recordings in ratio with uses described at points 1°/ and 2°/ above.
- 6) To apportion the proceeds of remunerations derived from the exercise of the rights, which form the subject matter of the current Mandate, in pursuance of the provisions of Article 8 of the SPPF's Memorandum and Articles of association, the decisions of its appropriate company agencies, and the specific information supplied by the MANDATOR based on its declarations to the SPPF's Company Register.
- 7) To go to law in order to uphold the rights, dealt with in the current Mandate, to establish, to bring to an end or to penalize infringements of the said rights and to generally argue, to come to terms and to arbitrate in order to ensure the defense and respect of the former.
- 8) To compile the SPPF's Company Register from the declarations of the MANDATOR, to make full use of the information which the declarations contain with a view to facilitating the carrying out of the current Mandate, and to pursue the goals defined by the SPPF's company aim.

Signed initials SPPF	Signed initials Mandator
	

This declaration, which must comply with conditions determined, either by the Memorandum and Articles of Association or the General Regulations, approved by the MANDATOR, or by the decisions of the appropriate company agencies of the SPPF, will contain the following identification details :

- title of the work recorded,
- identity and nationality of the Producer,
- identity of the main performing artists
- location of the first fixing and length of the sound-recording
- code identifying the first owner of this recording in France, either the producer of the sound recording in question, his assignee or authorised representative,
- numerical code peculiar to each recording likely to be used by its users as a separate unit
- capacity of the person making the declaration, origin of the rights which he holds.

It is furthermore specified that each declaration to the SPPF's Company Register, in accordance with conditions determined by the Memorandum and Articles of Association, the General Regulations, decisions of the appropriate company agencies or the current Mandate, will be numbered in the order it is received by the SPPF, and will be considered as forming part and parcel of the current Mandate, the field of application of which may be extended by an additional clause, in pursuance of the decisions of the Partners' General Meeting after proposal of the Board of Directors.

This mandate is only applicable to the part of the MANDATOR's repertoire deposited with the SPPF, it is the Mandator's duty to notify the SPPF, in compliance with current procedures, the part of the repertoire to which this mandate does not apply.

The Associate may request the withdrawal of this mandate at all times, by registered letter with recorded delivery, such withdrawal coming into effect on the date and under the conditions specified in the statutory provisions and SPPF General Regulations.

☐ **MANDATE FOR THE COLLECTIVE EXERCISING OF SOUND RECORDING PRODUCERS' RIGHTS TO AUTHORISE THE COPYING AND COMMUNICATION OF THEIR SOUND-RECORDINGS BY INTERACTIVE SERVICES OR EQUIVALENT (MANDATE G)**


By checking this box, I expressly entrust the SPPF to manage on my behalf my rights related to the reproduction and communication of my phonogram(s) by interactive services or equivalents.

The MANDATOR,

In accordance with the provisions of article 1 of the SPPF' Statutes, and having read the Memorandum and Articles of Association and the General Regulations of the SPPF, to which it adheres without restriction or reservation.

Hereby declares that it is making the SPPF, which hereby intervenes in the person of its General Managing Director for acceptance of the said Mandate,

With a view to exercising by its own authority and on its own account, within the limits and conditions which are hereafter defined, the rights described in the provisions of Article 213-1 of the Intellectual Property Code, and which it holds in its capacity as, either a producer of sound recordings, or as assignee or licensee of the said rights, or by virtue of its capacity as representative of the said producers.

Signed initials SPPF	Signed initials Mandator
	

The MANDATOR, therefore, grants the SPPF the express mandate :


- 1) To conclude General Contracts of Common Interest or Specific Contracts with the following users :
 - a) services via a network, by wire or over the air, allowing all or a section of the public, remote-control and on request, to listen to excerpts from sound recordings published for sales purposes,
 - b) Audiotel-type services using the telephone network allowing all or a section of the public, to listen, by telephone, to all or part of sound recordings published for sales purposes,
 - c) services, via an interactive unit, allowing all or a section of the public, on-site and on request, to listen to all or part of sound recordings published for sales purposes,
 - d) educational and cultural services, such as public libraries and record libraries, allowing all or a section of the public, on-site and on request, to listen, via a consulting unit, to all or part of sound recordings published for sales purposes,
 - e) companies which supply to these services the data, software and other technical tools necessary for operation,
 - f) companies which enable the public to have access to these services.

These General Contracts of Common Interest should specify the general conditions for use of the sound recordings thus indicated and should set the amount of payments due in return and the terms of payment to the SPPF on behalf of the MANDATOR.

- 2) To grant, while awaiting or failing the concluding of such General Contracts of Common Interest with the above-mentioned users, particular licences of use by the Mandator's authority and on its account, under the conditions which the latter will have previously defined for each sound-recording legally declared to the SPPF's Company Register ;
- 3) These General or Specific Contracts will enable the above-mentioned users, within the limits fixed in them, to use against payment to the SPPF, sound recordings produced entirely or in part, by members of the SPPF or by Producers who have given them a licence or mandate.

These contracts will authorise:

- a) direct or indirect digital reproduction of sound recording excerpts published for sales purposes,
- b) reproduction of sound recording covers, distributed as excerpts,
- c) for educational and cultural services and Audiotel-type services only, direct or indirect digital reproduction of all or part of sound recordings published for sales purposes,
- d) availability to the public or to a section of the public, by wire or over the air, of sound recording excerpts published for sales purposes or of their authorised reproduction,
- e) for educational and cultural services only, availability to the public or to a section of the public, by wire or over the air, of all or part of sound recordings published for sales purposes,
- f) for Audiotel-type services only, communication to the public or to a section of the public, by telephone, of all or part of sound recordings published for sales purposes,
- g) communication to the public or to a section of the public, using transmission by wire or over the air, of excerpts from sound recordings published for sales purposes,

Signed initials SPPF	Signed initials Mandator
	

h) for educational and cultural services only, communication to the public or to a section of the public, using transmission by wire or over the air, of all or part of sound recordings published for sales purposes.

4) The following are excluded from the present Mandate and remain subject to the authorisation of the producer or of the one to whom he has granted licence or Mandate :

a) reproductions intended to make actual examples of sound recordings for private use available to the public by sale, exchange or hire,

b) reproductions intended to make available to the public or to communicate to the public, all sound recordings other than those specifically indicated above,

c) reproductions intended for use as the sound-track on a sound-only or audiovisual advertisement and/or any videogram which does or does not form part of an audiovisual work under the terms of the Intellectual Property Code.

In cases where a new interactive service is requested and whilst awaiting the conclusion of a General Contract of Common Interest, under the terms of this mandate, the Mandator may set directly with this service the amount of remuneration due for the use of commercial sound recordings from his catalogue. In this case, the SPPF will draw up a Specific Contract in confirmation of the agreement thus made, which will be substituted by the General Contract of Common Interest as soon as it is concluded. The Mandator will mention in the Specific Contract the obligation incumbent upon the user to send all sound recording usage statements, together with all remuneration payments due under the terms of the said Specific Contracts, to the SPPF for collection and distribution. The Mandator will inform the SPPF of the financial conditions agreed to.


5) To set up, in order that the present Mandate might be put into effect, any Company for the levying or apportioning of authors' rights and related rights, similar to other levying Companies or to adhere to any other established Companies having the same purpose and pursuing the same goals as the SPPF and to conclude any agreement or convention with similar bodies or companies in France or abroad.

6) To levy or have levied in France or abroad all remuneration payments due to the producers of sound recordings in ration with uses described at points 1°) and 2°) above.

7) To apportion the proceeds of remuneration payments derived from the exercise of the rights, which form the subject matter of the current Mandate, in pursuance of the provisions of article 8 of the SPPF's Memorandum and Articles of Association, the decisions of its appropriate company agencies, and the specific information supplied by the MANDATOR based on its declarations to the SPPF's Company Register.

8) To go to law in order to ensure the protection of the rights, dealt with in the current Mandate, to establish, to bring to an end or to penalise infringements of the said rights and to generally argue, to come to terms and to arbitrate in order to ensure the defence and respect of the former.

9) To complete the SPPF's Company Register from the declarations of the MANDATOR, to make full use of the information which the declarations contain with a view to facilitating the carrying out of the current Mandate and to pursue the goals defined by the SPPF's company aim.

Signed initials SPPF	Signed initials Mandator
	

This declaration, which must comply with conditions determined, either by the Memorandum and Articles of Association or the General Regulations, approved by the MANDATOR, or by decisions of the appropriate company agencies of the SPPF, will contain at least the following identification details :

- title of the recorded work,
- identity of the main performing artists,
- identity and nationality of the producer,
- location and year of the first fixing,
- length of the sound recording,
- capacity of the person making the declaration, origin of the rights which he holds,
- code identifying the first owner in France of this recording, either the producer of the sound recording in question, his assignee or authorised representative,
- numerical code peculiar to each recording likely to be used by the users as a separate unit.

It is furthermore specified that each declaration to the SPPF's Company Register, in accordance with conditions determined by the Memorandum and Articles of Association, the General Regulations, decisions of the appropriate company agencies or the current Mandate, will be numbered in the order it is received by the SPPF, and will be considered as forming part and parcel of the current Mandate, the field of application of which may be extended, by an additional clause, in pursuance of the decisions of the Partner's General Meeting after proposal by the Board of Directors.

This mandate is only applicable to the part of the MANDATOR's repertoire deposited with the SPPF, it is the Mandator's duty to notify the SPPF, in compliance with current procedures, the part of the repertoire to which this mandate does not apply.

The Associate may request the withdrawal of this mandate at all times, by registered letter with recorded delivery, such withdrawal coming into effect on the date and under the conditions specified in the statutory provisions and SPPF General Regulations.

☐ **MANDATE FOR THE COLLECTIVE EXERCISING OF MUSIC VIDEOS PRODUCERS' RIGHTS TO AUTHORISE THE COPYING AND COMMUNICATION OF THEIR MUSIC VIDEOS BY INTERACTIVE SERVICES OR EQUIVALENT (MANDATE H)**


By checking this box, I expressly entrust the SPPF to manage on my behalf my rights related to the reproduction and communication of my videogram(s) by interactive services or equivalents.

The MANDATOR,

In accordance with the provisions of article 1 of the SPPF' Statutes, and having read the Memorandum and Articles of Association and the General Regulations of the SPPF, to which it adheres without restriction or reservation,

Hereby declares that it is making the SPPF, which hereby intervenes in the person of its General Managing Director for acceptance of the said Mandate,

With a view to exercising by its own authority and on its own account, within the limits and conditions which are hereafter defined, the rights described in the provisions of Article 215-1 of the Intellectual Property Code, and which it holds in its capacity as, either a producer of sound recordings, or as assignee or licensee of the said rights, or by virtue of its capacity as representative of the said producers.

Signed initials SPPF	Signed initials Mandator
	

The MANDATOR, therefore, grants the SPPF the express mandate:


- 1) To conclude General Contracts of Common Interest or Specific Contracts with the following users :
 - a) services via a network, by wire or over the air, allowing all or a section of the public, remote-control and on request, to view music video excerpts,
 - b) services, via an interactive unit, allowing all or a section of the public, on-site and on request, to view music video excerpts,
 - c) educational and cultural services, such as public libraries and video libraries, allowing all or a section of the public, on-site and on request, to view, via a consulting unit, to all or part of music videos,
 - d) companies which supply to these services the data, software and other technical tools necessary for operation,
 - e) companies which enable the public to have access to these services.

These General Contracts of Common Interest should specify the general conditions for use of the music videos thus indicated and should set the amount of payments due in return and the terms of payment to the SPPF on behalf of the MANDATOR.

- 2) To grant, while awaiting or failing the concluding of such General Contracts of Common Interest with the above-mentioned users, particular licences of use by the Mandator's authority and on its account, under the conditions which the latter will have previously defined for each sound-recording legally declared to the SPPF's Company Register ;
- 3) These General or Specific Contracts will enable the above-mentioned users, within the limits fixed in them, to use against payment to the SPPF, music videos produced entirely or in part, by members of the SPPF or by Producers who have given them a licence or mandate.

These contracts will authorise:

- a) direct or indirect digital reproduction of music video excerpts,
- b) availability to the public or to a section of the public, by wire or over the air, of music video excerpts or of their authorised reproduction,
- c) for educational and cultural services only, availability to the public or to a section of the public, by wire or over the air, of all or part of music videos,
- d) communication to the public or to a section of the public, using transmission by wire or over the air, of music videos excerpts,
- e) for educational and cultural services only, availability to the public or to a section of the public, by wire or over the air, of all or part of music videos.

Signed initials SPPF	Signed initials Mandator
	

4) The following are expressly excluded from the present Mandate and remain subject to the authorisation of the producer of music videos or of the one to whom he has granted licence or Mandate :

- a) reproductions intended to make available to the public or to communicate to the public, all music videos other than those specifically indicated above,
- b) reproductions intended to make actual examples of music videos for private use available to the public by sale, exchange or hire,
- c) reproductions used to illustrate books or audiovisual documents,
- d) reproductions used to illustrate a sound-only or audiovisual advertisement.

In cases where a new interactive service is requested and whilst awaiting the conclusion of a General Contract of Common Interest, under the terms of this mandate, the Mandator may set directly with this service the amount of remuneration due for the use of music videos from his catalogue. In this case, the SPPF will draw up a Specific Contract in confirmation of the agreement thus made, which will be substituted by the General Contract of Common Interest as soon as it is concluded. The Mandator will mention in the Specific Contract the obligation incumbent upon the user to send all music video usage statements, together with all remuneration payments due under the terms of the said Specific Contracts, to the SPPF for collection and distribution. The Mandator will inform the SPPF of the financial conditions agreed to.

5) To set up, in order that the present Mandate might be put into effect, any Company for the levying or apportioning of authors' rights and related rights, similar to other levying Companies or to adhere to any other established Companies having the same purpose and pursuing the same goals as the SPPF and to conclude any agreement or convention with similar bodies or companies in France or abroad.

6) To levy or have levied in France or abroad all remuneration payments due to the producers of sound recordings in ration with uses described at points 1°) and 2°) above.


7) To apportion the proceeds of remuneration payments derived from the exercise of the rights, which form the subject matter of the current Mandate, in pursuance of the provisions of article 8 of the SPPF's Memorandum and Articles of Association, the decisions of its appropriate company agencies, and the specific information supplied by the MANDATOR based on its declarations to the SPPF's Company Register.

8) To go to law in order to ensure the protection of the rights, dealt with in the current Mandate, to establish, to bring to an end or to penalise infringements of the said rights and to generally argue, to come to terms and to arbitrate in order to ensure the defence and respect of the former.

9) To complete the SPPF's Company Register from the declarations of the MANDATOR, to make full use of the information which the declarations contain with a view to facilitating the carrying out of the current Mandate and to pursue the goals defined by the SPPF's company aim.

This declaration, which must comply with conditions determined, either by the Memorandum and Articles of Association or the General Regulations, approved by the MANDATOR, or by decisions of the appropriate company agencies of the SPPF, will contain at least the following identification details :

- title of the recorded work,
- identity of the main performing artists,
- identity and nationality of the producer,
- location and year of the first fixing,
- length of the sound recording,
- capacity of the person making the declaration, origin of the rights which he holds,
- code identifying the first owner in France of this recording, either the producer of the sound recording in question, his assignee or authorised representative,
- numerical code peculiar to each recording likely to be used by the users as a separate unit.

Signed initials SPPF	Signed initials Mandator
	

It is furthermore specified that each declaration to the SPPF's Company Register, in accordance with conditions determined by the Memorandum and Articles of Association, the General Regulations, decisions of the appropriate company agencies or the current Mandate, will be numbered in the order it is received by the SPPF, and will be considered as forming part and parcel of the current Mandate, the field of application of which may be extended, by an additional clause, in pursuance of the decisions of the Partner's General Meeting after proposal by the Board of Directors.

This mandate is only applicable to the part of the MANDATOR's repertoire deposited with the SPPF, it is the Mandator's duty to notify the SPPF, in compliance with current procedures, the part of the repertoire to which this mandate does not apply.

The Associate may request the withdrawal of this mandate at all times, by registered letter with recorded delivery, such withdrawal coming into effect on the date and under the conditions specified in the statutory provisions and SPPF General Regulations.

☐ **OPTIONAL MANDATE FOR THE COLLECTIVE EXERCISING OF MUSIC OR VIDEOS PRODUCERS' RIGHTS IN ACCORDANCE WITH THE PRIVATE COPY OF THEIR PHONOGRAMS OR VIDEOGRAMS UNDER VISUAL ARTS ELEMENTS (MANDATE K)**

By checking this box, I expressly entrust the SPPF to manage on my behalf my rights for the private copy of the visual arts elements related to my phonogram(s) or videogram(s).

The MANDATOR,


In accordance with the provisions of Article 1 of the Memorandum and Articles of Association of the SPPF and the resolution of its Ordinary General Meeting of 17th June 2008, which voted the standard Mandate and having read the Memorandum and Articles of Association and the General Regulations of the SPPF, to which it adheres without restriction or reservation;

Hereby declares that it is making the SPPF, which hereby acts through the person of its General Director for acceptance of the said Mandate,

The MANDATOR, therefore, exclusively grants the SPPF the authority:

1) Receive payment, or organise the payment of all duties and remunerations paid for private copies granted by legislation, international agreements and/or general or specific contracts signed by the Company, including by any similar private foreign organisations that have been mandated to do so, for elements of visual art and texts associated to phonograms, to the videomusic and to the videograms of which the MANDATOR confides the management of certain utilisation rights to the SPPF, for the part due to the editor of these elements as defined by article L.311-7 of the Intellectual Property Code.

By visual arts elements and text associated to phonograms, videomusic and musical or humorous videograms are meant, without the following list being exhaustive, disk covers and photographs, CD booklets, audio or video cassette covers, DVD covers, including text information and all other equivalent elements whether these phonograms, videomusics and musical or humorous videograms be sold on physical media or in the form of digital files.

Signed initials SPPF	Signed initials Mandator
	

The following are explicitly excluded from this mandate:

- the visual art elements and text of musical works,
- the remuneration for private copies that depends on the personal management by the producers within the scope of Digital rights Management systems (DRM).

2) To negotiate, where applicable, the amount of the duties or remuneration.

3) To share the amounts of the duties or remunerations under the terms defined by the General Regulations of the SPPF or by its Board of Directors.

In order to receive his/her share, each member of the company shall:

- have declared the phonogram, the videomusic or the videogram to which the elements of visual art and text are associated, under the conditions and deadlines defined in the General Regulations and by the Company's Board of Directors,
- have indicated, if applicable, to which similar beneficiaries' organisations or to which beneficiaries a part of the editor's remuneration for these elements shall be paid.

4) And to establish, in coordination with similar beneficiaries' organisations, either French or foreign, any registers, files or databases which may facilitate the execution of this agency agreement.

This mandate is only applicable to the part of the MANDATOR's repertoire deposited with the SPPF, it is the Mandator's duty to notify the SPPF, in compliance with current procedures, the part of the repertoire to which this mandate does not apply.

The Associate may request the withdrawal of this mandate at all times, by registered letter with recorded delivery, such withdrawal coming into effect on the date and under the conditions specified in the statutory provisions and SPPF General Regulations.

Drawn up in,

On

(In two original copies)

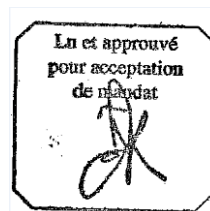
The MANDATOR,

(Endorsed "Read and approved, good for authority")

The AUTHORISED AGENT,

(Endorsed "Read and approved, good for acceptance")

La SPPF, acting through its General Director,



Signed initials SPPF	Signed initials Mandator

PHONOGRAMS DECLARATION

- Phonograms declaration form / Phonograms notebook(pages 29 to 31)
- Instructions to fill the phonograms declaration phonograms (pages 32 to 35)

PHONOGRAMS DECLARATION

Declarant name (you):

Member Status*:

☐

Owner

☐

Co-owner

☐

Authorized representative**

☐

Licensee**

Original Owner name (for licensee and/or authorized representation):

Nationality:

Address:

Post code:

City:

Country:

Rights beginning and end dates: from/...../..... till/...../..... (DD/MM/YY)
Operating territories for mandate given to SPPF:

NAME OF THE BENEFICIARY	CONTACT INFORMATIONS (email and contact number)	PERCENTAGE BENEFICIARY

Drawn up in (place):

On (date):

Name of the person in charge:

Stamp and signature:

*Tick the appropriate situation

** The first beneficiary is the declarant

TRACKS

Album/Single/Maxi title :
 Catalogue number :
 Distributor :
 Publishing year : Support Type :
 EAN Code :
 Music Genre :
 Performer (main) :

N°	Phonogram Title (feat. Mention the other performer)	Timing (MM,SS)	Recording Year	Recording Country	Year of the 1st communication to public	Country code of release	Language code	ISRC title	Author	Composers	Arrangers	Publishers
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												

N°	Phonogram Title (feat. Mention the other performer)	Timing (MM,ss)	Recording Year	Recording Country	Year of the 1st communication to public	Country code of release	Language code	ISRC title	Author	Composers	Arrangers	Publishers
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
26												

PHONOGRAMS DECLARATION INSTRUCTIONS

Here are some instructions... *Reminder*

Make sure that under the terms of your licence, distribution or representation contract, you still have the management of neighbouring rights generated by the said recordings. Consequently, it has to be clearly stipulated in the “neighbouring right” contract’s clause that you made your phonograms declaration to the SPPF Corporate register.

For cases in which there is no “neighbourhood right” clause, you are legally considered as your phonogram producer quality under the terms of the provisions of articles L. 213-1 of the Intellectual Property Code, the only one authorized to declare and manage your phonograms.

In the prospect of a better phonogram input, please read carefully the following.

These rules, which we would ask you to respect, aim to ensure the homogenous nature of the "PHONOGRAMS" file and therefore its reliability, and are a condition to the distribution of sums which you will be caused to receive due to the exploitation of the phonograms and/or music videos declared by you to the SPPF's Corporate Register.

By phonogram is meant:

All sound-only fixation of a sequence of sounds reproduced on any type of medium whatsoever (disc, tape or any other existing or future commercial medium).



At the time of each declaration of a phonogram, you must obligatorily provide the SPPF, in application of the General Regulations in force, with, on the one hand all documents justifying the legal or contractual origin of the rights and, on the other hand, the certified true and sincere copy of the clauses covering "Neighbouring rights", "Countries of exploitation" and "Duration" (specifying the date of the start and end of the rights), which figure in your licence, distribution or representation contract.

Some instructions ...

QUALITY OF THE DECLARANT: compulsory mention

You are acting as a:

P = Producer (first owner of the recordings)

M = Representative or Transferee (in a mandate or a license)

C = Co producer

If M: You must obligatorily identify the 1st OWNER, stating his corporate name, his nationality and giving details of his postal address.

SPPF will send you the ISRC code as 1st Owner at the earliest opportunity.

If C: you are allowed to put the ISRC code in the ISRC area.

BENEFICIAL OWNER compulsory mention

Note:

Sound and Audiovisual Private Copy, remuneration received from inter-community manufacturers, importers and purchasers of blank recording mediums and which goes to Authors, Performers and Producers.

Equitable remuneration, received from users of published phonograms for commercial purposes, in terms of:

- direct transmission in a public place (other than use in a show),
- broadcasting and simultaneous and integral cable transmission of this broadcasting. This remuneration goes in equal shares to Performers and Producers of phonograms.

How to complete the table of percentage distribution of rights:

Within the framework of the management of your rights, the SPPF offers THE FOLLOWING TWO METHODS OF ASSIGNING THE RIGHTS GENERATED BY PHONOGRAMS AND/OR VIDEOGRAMS IN YOUR CATALOGUE,

which you have been granted in your capacity as Producer, Licence-holder or Representative, which are:

1. Assignment of 100% of the rights generated by the phonograms and/or videograms in your catalogue to your account.

In this case we would remind you that you will be responsible for proceeding, where applicable, with the re-payment of portions of rights to your various beneficiaries in application of the contracts, agreements or conventions which you may have concluded in this regard.

2. Assignment and distribution of percentages of rights to your co-contractors as designated by you within the framework of this declaration, undertaken directly by the SPPF.

If you opt for this second possibility, there will be direct assignment and distribution by the SPPF of percentages of rights to your co-contractors. The latter will receive their respective shares at the same time and under the same conditions as you.

Some instructions...

TITLE: compulsory mention

The title has to be written exactly how it is in the medium cover.

There may be no abbreviations, no special characters (& \$ £ § % ! ? ^ é è etc...) except the brackets () permitting to specify at the end of the title the different mix or versions.

Ex : (dub radio)

DURATION: compulsory mention

In hours, minutes and seconds HH/MM/SS – the exact duration has to be mentioned.

YEAR OF THE FIRST FIXATION: compulsory mention

This is the year of recording (studio, capture)

Phonogram is protected 70 years. Starting from the 71th it's no longer protected by neighbouring rights.

COUNTRY OF INITIAL FIXATION: compulsory mention

The country where the recording was made is to be identified

YEAR OF FIRST PUBLICATION: compulsory mention

It's a year in which the phonogram was available to the public for the first time in a necessary number of

copies. It cannot be a previous date of the initial fixation.

COUNTRY OF FIRST PUBLICATION: compulsory mention

It's the country in which the recording was available to the public for the first time in a necessary number of copies.

LANGUAGE: optional mention

This is the phonogram's interpretation language. In case of instrumental version, please enter (IS) at the end of the title.

SACEM's members:

At most two names are allowed by category (Authors, composers, arrangers, editors).

Some instructions...

ISRC codes should be allocated by the producer and specifically:

By the original owner in the case of a license/Representative, by default, by the declarant, who will take responsibility to allocate an ISRC code with his own producer's ISRC.

The ISRC root is transmitted only by the collecting society of the country where the Producer resides.

Phonograms service cannot give you an ISRC code.

Example: FR XXX - 16 - 0001 - 0

1 2 3 4 5

1. Code for the country of residence of the first owner (2 characters – FR for France)
2. Code for first owner or beneficial owner (3 characters)
3. Code indicating year of recording (2 characters). For phonograms declared in 2016 enter 16; 17 for 2017...
4. Recording code (4 characters).
5. Unitary recording code (1 character), knowing that at SPPF "0" is used for phonograms, "1" for videograms.



This phonogram notebook ("Tracks") is reserved exclusively for the admission file.
Once your membership request has been approved by the SPPF's board, the internal service will send you an Excel matrix which allows you to make new declarations of your phonograms or videograms.