

# International Collection Mandate



## Key points

Thank you for choosing PPL to collect royalties on your behalf from other countries, relating to the exploitation of certain of your sound recording rights in those countries. PPL's International Collection Mandate (referred to below as the Mandate) is the agreement between you (as a PPL recording rightsholder member) and PPL covering this international collection service. This Key Points summary sets out an overview of the key commitments that are made when the Mandate is signed. Please note that this Key Points summary does not form part of the Mandate. The Mandate is in two parts: the Appointment, and the applicable sets of Terms and Conditions. Please read all parts of the Mandate carefully before signing it.

### PPL's commitment to you

When you sign up to the Mandate, PPL agrees to act as your exclusive agent in respect of certain rights in your sound recordings. Whilst we deduct the costs of collection (please see the PPL website at [ppluk.com](http://ppluk.com) for details of the current rate) PPL does not retain a profit. The other key aspects of PPL's role as your agent under the Mandate are set out in Clause 2 of the Terms and Conditions.

Under the Mandate you agree to PPL processing your personal data and that of your employees in connection with the Mandate, including, for example, transferring it outside the European Economic Area (which may apply where e.g. you appoint PPL to collect in a non-EEA country). PPL commits to processing your data in this way only for certain purposes, including for the administration of PPL's records and the collection of overseas revenue.

### Your commitment to PPL

The Mandate is an exclusive agreement between PPL and you. Under the Mandate, you therefore agree that you have not appointed any other agent in respect of the rights and countries set out in the Mandate, and will not do so for the duration of the Mandate.

By signing the Mandate you confirm that all information you have provided to PPL is correct to the best of your knowledge; you also agree to update us with any changes to such information where relevant, including, for example, registration of repertoire, contact details and changes in your control over your repertoire or any part of it.

Once you have signed the Mandate and it has been approved by PPL, it is backdated to start from 1 January in the Calendar Year in which you signed.

There are processes for terminating, or reducing the scope of, the Mandate, which are set out in Clause 5 of the Terms and Conditions.

# International Collection Mandate Appointment



By completing and signing this Appointment, the Member is agreeing to the Terms and Conditions which cover the International Collection Mandate.

This Appointment is made as a deed on the  day of  in the year of

Between:

**[1] Member:**

PPL ID:  (the "**Member**")

whose address [which, if it has one, must be its registered office] is:

; and

**[2] PHONOGRAPHIC PERFORMANCE LIMITED ("PPL")**

whose registered office is situated at: 1 Upper James Street, London, W1F 9DE.

## TERRITORIES COVERED

This Appointment covers all worldwide territories (excluding the UK\*).

If you wish to exclude any other territories (for example, because you have existing collections arrangements which would prevent you from appointing PPL to collect from certain territories, please list them below (or attach a list on a separate sheet, if necessary) and initial each one):

Unless excluding France above, you must also tell us the French music licensing company from which you wish us to collect, by ticking one of the following two options:  **SCPP**  **SPPF**

(\* This mandate does not include the UK because PPL recording rights holders give their UK rights to PPL under separate rights appointment documentation, at the time of joining PPL. )

# International Collection Mandate Appointment (continued)



## SIGNATURE **You must complete this section**

This section must be signed on behalf of the Member, in the presence of a witness who must also sign where shown. Before signing, please ensure you have completed your details above. If the Member is a type of legal entity requiring a different form of signature box, please contact PPL for assistance.

**This Appointment is hereby executed and delivered as a deed by the Member as follows:**

<b>SIGNED BY MEMBER:</b>	<input type="text"/>	<b>SIGNED BY WITNESS:</b>	<input type="text"/>
(If the Member is a company, this signature needs to be given by one of the directors.)		(This must be signed and completed by the person who witnesses the signature on the left by the Member.)	
Print name:	<input type="text"/>	Print name:	<input type="text"/>
Date:	<input type="text"/>	Date:	<input type="text"/>
Position:	<input type="text"/>	Address:	<input type="text"/>
			<input type="text"/>
			<input type="text"/>

Thank you for completing this International Collection Mandate. Please scan and email the completed, signed and witnessed International Collection Mandate Appointment (pages 2–3) to [memberservices@ppluk.com](mailto:memberservices@ppluk.com) or return by post to **PPL, Member Services, 1 Upper James Street, London, W1F 9DE.**

# International Collection Mandate

## Terms & Conditions



### 1. Definitions and Interpretation

1.1 In these Terms the following words or phrases have the following meanings:

“1988 Act”	means the Copyright, Designs and Patents Act 1988 or any relevant statutory modifications or re-enactment thereof for the time being in force.
“Appointment”	means the document signed by the Member and headed “International Collection Mandate – Appointment”.
“Calendar Year”	means the period from 1 January to 31 December inclusive in the same year.
“Commencement Date”	means 1 January in the Calendar Year in which the Mandate is signed by the Member and approved by PPL.
“Exclusive Agent”	means an agent authorised to the exclusion of all other persons including the copyright owner and, if any, its exclusive licensee to exercise a right which would otherwise be exercisable exclusively by the copyright owner and/or its exclusive licensee.
“Foreign Rights Management”	means: (a) the collection, negotiation, settlement, and compromise of the Member’s claims for payment from foreign collecting societies in the Territories in respect of the exploitation of the Rights in the Territories; and (b) the authorisation of the exploitation of the Rights in the Territories.
“Interactive Service”	means a service that enables a member of the public to receive a transmission of a program specially created for the recipient, or on request, a transmission of a particular Sound Recording, whether or not as part of a programme, which is selected by or on behalf of the recipient. The ability of individuals to request that particular Sound Recordings be performed for reception by the public at large, or in the case of a subscription service, by all subscribers of the service, does not make a service interactive, if the programming on each channel of the service does not substantially consist of Sound Recordings that are performed within 1 hour of the request or at a time designated by either the transmitting entity or the individual making such request. If an entity offers both interactive and noninteractive services (either concurrently or at different times), the non-interactive component shall not be treated as part of an interactive service.
“Mandate”	means the Appointment and these Terms.
“Member’s Repertoire”	means all Sound Recordings the ownership or control of which are vested in the Member from time to time during the Term.
“Non-Interactive Webcasting”	means the transmission of Sound Recordings via the Internet on a non-interactive basis insofar as the transmitter does not intend or assist downloading or other non-transient reproduction by the end user, excluding Simulcasting (and the term “Non-Interactive Webcast” shall be interpreted accordingly).
“Revenue”	means revenue obtained by PPL pursuant to the exercise of the Rights.

# International Collection Mandate

## Terms & Conditions (continued)



“Rights”	means the rights to: (a) perform Sound Recordings in public; and (b) include Sound Recordings in Standard Broadcasts, Simulcasts, and/or Non-Interactive Webcasts; and (c) copy Sound Recordings (but solely for the purpose of facilitating the public performance, Standard Broadcast, Simulcast or Non-Interactive Webcast of such Sound Recordings pursuant to (a) or (b) above which, for the avoidance of doubt, shall in each case: (i) include the right to equitable remuneration and/or the right to equitable participation in respect of such exploitation and/or the right to any remuneration payable as a result of any tape or equipment or similar levy that the Member is entitled to as a result of its ownership or control of Sound Recordings; but (ii) exclude any use of Sound Recordings on mobile telephones or in any Interactive Service or other making available service.
“Sound Recording”	shall bear the meaning ascribed to it in the 1988 Act and reference to a Sound Recording shall include references to any part of that Sound Recording.
“Term”	means the period from the Commencement Date to the date of termination of the Mandate.
“these Terms”	means the terms and conditions set out in this document.
“Territories”	means all the countries in the world (other than the United Kingdom) subject to Clause 5 below.
“United Kingdom”	means the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

### 1.2 For the purpose of interpretation of the Mandate:

- (1) reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended extended or re-enacted;
- (2) words importing the singular number include the plural (and vice versa), words importing any gender include every gender and words importing persons include bodies corporate and unincorporated;
- (3) references to Clauses are references to Clauses of these Terms unless the context otherwise requires;
- (4) where expressions used in the Mandate are expressions used in the Copyright, Designs and Patents Act 1988, they shall have the same meaning in the Mandate as in that Act unless the context otherwise requires;
- (5) the expression “including” shall be construed as meaning “including without limitation”;
- (6) in the event that the Member is also a performer on one or more of the Sound Recordings in the Member’s Repertoire, this Mandate shall not be construed as appointing PPL in respect of those rights in respect of the performance(s).

## 2. Appointment

- 2.1 The Member hereby appoints PPL to act as Exclusive Agent for the Foreign Rights Management of the Member’s Repertoire for the Territories for the Term subject to the provisions of Clause 2.9.
- 2.2 The Member hereby appoints PPL to act as Exclusive Agent for the Foreign Rights Management of the Member’s Repertoire for the Territories during the Term in respect of all periods prior to the Term unless PPL is otherwise notified by the Member in writing at the time the Member signs the Appointment.

# International Collection Mandate

## Terms & Conditions (continued)



- 2.3 In respect of Rights which may exist in respect of any Sound Recording that the Member owned or controlled prior to the date of this Appointment but upon entering this Appointment the Member no longer owns or controls, the Member hereby appoints PPL to act as Exclusive Agent for the Foreign Rights Management of those Sound Recordings for the Territories for the Term in respect of such past periods unless PPL is otherwise notified by the Member in writing at the time the Member signs this Appointment.
- 2.4 PPL will collect and distribute to the Member any monies it obtains from foreign collecting societies pursuant to its appointment under this Agreement, arrangements with those foreign collecting societies and in accordance with PPL's articles of association.
- 2.5 Where appropriate, the Member for and on behalf of the copyright owner hereby appoints PPL to act as Exclusive Agent for the Foreign Rights Management of the Member's Repertoire for the Territories for the Term subject to the provisions of Clause 2.9 (and Clause 5).
- 2.6 The Member hereby gives and grants to PPL, by way of security as the attorney of the Member, full and exclusive power and authority to do and perform each and every act and thing whatsoever necessary or appropriate as PPL deems necessary and/or reasonable to give effect to the foregoing and the purposes and intent of this Agreement. The Member hereby ratifies all that PPL lawfully shall do or cause to be done by virtue of the appointment of PPL as Exclusive Agent under this Mandate.
- 2.7 The Member hereby agrees with PPL that the Member will forthwith at the expense and cost of PPL do all such further acts, deeds and things and execute all such further documents and instruments as may from time to time be necessary to give full effect to this Appointment.
- 2.8 Nothing in this Appointment shall create an obligation on PPL to authorise the use of the Rights or to collect any monies owing to the Member arising from PPL's appointment in respect of Foreign Rights Management if PPL in its sole discretion shall view such authorisation or collection to be uneconomical or impractical.
- 2.9 Subject to Clause 4.2, PPL's appointment as Exclusive Agent herein will be in respect of the entire Member's Repertoire unless the Member provides written notice to PPL specifying that any Sound Recordings in the Member's Repertoire are to be excluded for any particular Calendar Year during the Term and for any particular country or countries in the Territories. Such notice for a Calendar Year will be effective provided it is given in accordance with Clause 5.1 (1) or Clause 5.1 (2).

### **3. Warranties, Undertakings and Indemnities**

- 3.1 The Member warrants that it has the full right, power and authority to enter into the Mandate.
- 3.2 The Member shall indemnify on demand and hold harmless PPL from and against any and all losses, demands, claims, damages, costs, expenses (including reasonable legal costs and expenses and VAT thereon) and liabilities suffered or incurred by PPL in consequence of any breach by the Member of its obligations under this Clause 3.
- 3.3 The Member warrants that it is not a member of any collecting society administering the Rights in any country that is included in the Territories.
- 3.4 The Member warrants that all information provided to PPL under or in connection with the Mandate is true and accurate and undertakes that it will notify PPL immediately if any such information ceases to be true and accurate.
- 3.5 PPL hereby warrants that it shall use its reasonable endeavours in performing its duties as Exclusive Agent pursuant to this Mandate.

### **4. Obligations of Member**

- 4.1 The Member hereby agrees:

# International Collection Mandate

## Terms & Conditions (continued)



- (1) to promptly provide PPL in writing in the manner prescribed by PPL from time to time full details of all Sound Recordings within the Member's Repertoire and in respect of which PPL has been appointed as Exclusive Agent under this Mandate;
  - (2) to promptly provide PPL in writing in the manner prescribed by PPL from time to time full details of all Sound Recordings that the Member owned or controlled prior to the date of this Mandate but upon entering this Mandate the Member no longer owns or controls and in respect of which PPL has been appointed Exclusive Agent under this Mandate;
  - (3) to promptly provide PPL in writing in the manner prescribed by PPL from time to time full and accurate details of all new Sound Recordings issued by the Member and their titles, labels, catalogue and ISRC numbers together with full and accurate details of the names and addresses of all recording artists named on the recordings in the Members' Repertoire and in respect of which PPL has been appointed as Exclusive Agent under this Mandate;
  - (4) to promptly provide PPL in writing full details of any changes that may affect PPL's appointment as Exclusive Agent under this Mandate. For the avoidance of doubt this shall include but shall not be limited to any changes in ownership or control of any Sound Recording within the Member's Repertoire and if the Member joins a foreign collecting society in any country that is included in the Territories;
  - (5) that the receipt by it of any remuneration under this Mandate shall be in full and final satisfaction of any remuneration that the Member is entitled to in respect of the exploitation to which such remuneration relates.
- 4.2 In the event that the Member receives any remuneration which PPL later discovers that the Member is not entitled to then the Member agrees to return such remuneration to PPL within 28 days of being notified to that effect by PPL. Further the Member hereby agrees and confirms that it will notify PPL when it wrongly receives any remuneration from PPL within 28 days of becoming aware of such error and will return such remuneration to PPL at the time of giving such notice. The Member acknowledges that the provisions of this Clause shall survive any termination of this Mandate.

### 5. Termination

5.1 This Appointment may be terminated if:

- (1) during the first Calendar Year ("Year 1") of the Term, either PPL or the Member give at least 6 months advance written notice to the other to terminate this Agreement on 31 December in Year 1, such notice to be effective provided it is given by 30 June in Year 1; or
- (2) in any Calendar Year following the end of Year 1 either PPL or the Member give at least 3 months advance written notice to the other to terminate this Agreement on 31 December in that same Calendar Year, such notice to be effective provided it is given by 30 September in that same Calendar Year; or
- (3) the Member ceases to be a member of PPL.

5.2 Notwithstanding the provisions of Clause 2.9, Clause 5.1 and Clause 6, the Member shall be entitled at any time during the Term to give PPL one month's notice to:

- (1) terminate this Appointment if it ceases to own or control the Member's Repertoire for the Territories; or
- (2) terminate PPL's appointment as Exclusive Agent in respect of any country in the Territories if it ceases to own or control the Member's Repertoire for that country or if it joins directly any collecting society in that country which administers the Rights in that country; or
- (3) terminate PPL's appointment as Exclusive Agent in respect of any Sound Recording in the Member's Repertoire for any country in the Territories if it ceases to own or control that Sound Recording in that country.

5.3 If a Member provides notice pursuant to the provisions of Clause 5.2 then it does so at its own risk in relation to the impact that this may have on its entitlement to any distributions of money from any collecting society in the Territories. PPL will use

# International Collection Mandate

## Terms & Conditions (continued)



its reasonable commercial endeavours to secure the Member's entitlement to any distributions; however, PPL has no control over the systems used by the foreign collecting societies to distribute money to the appropriate record company.

- 5.4 Should PPL or any foreign collecting society in any country in the Territories fail to utilise or administer any of the Rights then the Member may request PPL at any time during the Term to forthwith return such unutilised part of the Rights to it.
- 5.5 Either party shall have the right to terminate this Mandate if the other is in material breach of any material provision hereof and (if capable of remedy) fails to remedy the breach within 30 days after having been required in writing to do so by the party not in breach. For the avoidance of doubt, if the breach consists of failing to perform an obligation by a particular date, it shall be capable of remedy if the obligation is performed subsequently in the 30-day notice period.
- 5.6 For the avoidance of doubt and without limitation, where termination occurs, PPL shall at all times retain the right to collect monies (including royalties and fees) relating to the exploitation of the rights granted or assigned under the Appointment to the extent that such exploitation occurs prior to the re-assignment of such rights or, as the case may be, the expiry or termination of the exclusive or non-exclusive agencies granted to PPL under the Appointment.

### 6. Territories

- 6.1 The Territories initially covered by this Mandate shall be those specified by the Member in the Appointment.

### 7. Data Protection

- 7.1 In this Clause 7, in addition to the terms defined in Clause 1, the following terms shall have the following meanings:

'Applicable Data Protection Law' means the Data Protection Act 1998 and/or other applicable law or regulation as may be amended from time to time; and

'Personal Data' means information defined as such in the Data Protection Act 1998 or information treated as personal data under any other law or regulation applicable to the information.

- 7.2 The Member acknowledges that in performing its obligations under the Mandate and in particular (but without limitation) in exercising the Rights, PPL may process Personal Data, and/or transfer it outside the European Economic Area and/or disclose it to third parties, for the following purposes:

- (1) the collection and payment of overseas revenue;
- (2) the administration and maintenance of PPL's records and those of relevant third parties;
- (3) the provision of a high level of customer service to the Member;
- (4) any other action that in PPL's reasonable opinion is necessary in order to exercise the Rights granted and/or to comply with the relevant obligations under the Mandate.

- 7.3 The Member consents to PPL:

- (1) processing Personal Data supplied to it by the Member,
- (2) transferring such Personal Data to any third party who provides a service to PPL or otherwise reasonably requires such Personal Data in connection with the subject matter of the Mandate in any country (including countries outside the European Economic Area); and
- (3) authorising those third parties to process such Personal Data.



# International Collection Mandate

## Terms & Conditions (continued)



7.4 For the purposes of this Clause 7, third parties include but are not limited to overseas music licensing companies, UK and international music industry bodies and music usage providers.

7.5 The Member shall:

- (1) comply with any Applicable Data Protection Law;
- (2) ensure that his acts or omissions will not cause PPL to be in breach of any Applicable Data Protection Law;
- (3) obtain adequate consents from his employees and any other persons (including performers and producers) whose information is given at any time to PPL in connection with the recordings to which the Rights relate and/or the Mandate so as to enable PPL to process Personal Data in the manner contemplated by the Mandate, including for the transfer of Personal Data outside the European Economic Area.

7.6 The Member warrants in relation to any Personal Data supplied to PPL that he has obtained and is authorised under any Applicable Data Protection Law to supply that data to PPL for the purposes of the Mandate and that he has obtained the consents referred to in Clause 7.5(3).

### 8. General

8.1 The Member hereby agrees with PPL that the Member will at the expense and cost of PPL do all such further acts, deeds and things and execute all such further documents and instruments as may from time to time be necessary to give effect to this Mandate.

8.2 The Member for itself and its successors and assignees HEREBY MAKES, CONSTITUTES AND APPOINTS PPL its true and lawful attorney to execute and deliver such documents and instruments in the name and on behalf of the Member as may from time to time be necessary to give effect to the Mandate and the Mandate shall be deemed to be a power coupled with an interest and shall be irrevocable.

8.3 The Parties hereby agree that the rights granted in the Appointment to PPL may be exercised by PPL as it so determines in its absolute discretion subject only to the Articles of Association and the these Terms.

8.4 PPL shall not be liable, in any way for any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); or any loss of goodwill or reputation; or any indirect or consequential losses in any case whether or not such losses were within the contemplation of the parties at the date of the Mandate, suffered or incurred by the Member arising out of or in connection with the Mandate.

8.5 The clause headings in these Terms and the Appointment, and any guidance notes issued to the Member in relation to the same, are for information only and do not form part of these Terms or the Appointment.

8.6 All rights and obligations hereunder shall be construed and interpreted in accordance with the law of England and Wales, the Courts of which shall have the exclusive jurisdiction in all matters concerning the same.