

# International Performer Mandate



## Key points

Thank you for choosing PPL to collect royalties for your performance rights (sometimes known as neighbouring rights) from other countries through our International Performer Mandate. 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: an Appointment, and a set of Terms and Conditions. Please read both parts of the Mandate carefully before signing it.

### PPL's commitment to you

Under the Mandate, PPL agrees to act as your exclusive agent in respect of certain rights in your performances on recorded music. PPL will do so in respect of the countries you have specified, and for the duration of the Mandate. PPL's role as your exclusive agent will primarily involve the collection of your performer income in the specified countries, on your behalf, from the local collective management organisations (i.e. performer collecting societies) and then paying this through to you.

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 1 of the Appointment and Clause 2.1 of the Terms and Conditions.

Under the Mandate you agree to PPL processing your personal data 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, contact details and details of the recordings you have performed on.

Once you've signed the Mandate and returned it to us, PPL will process your documentation and, provided everything is in order, approve your Mandate. Once approved, your Mandate will be backdated to start from 1 January in the current Calendar Year.

At any time during the term of the Mandate you may increase the countries covered by it. You may also vary the Mandate to reduce the countries covered, or you may terminate your Mandate with us altogether. There are processes for reducing the countries covered or terminating the Mandate, which are set out in Clause 6 of the Terms and Conditions and, in order to assist you if you wish to follow either of those processes, we have created template variation/termination letters that you may wish to use (although this is not mandatory).

Please note that both the variation and termination processes require a notice period before a variation or termination of the Mandate comes into effect. To summarise, in the first Calendar Year of the Term of the Mandate, you can terminate your Mandate (or reduce the countries it covers) with effect from the end of 31 December, provided that you give written notice to PPL no later than 30 June in that same year. In any subsequent Calendar Year of the Term of the Mandate, you would only need to give such written notice by 30 September that year, in order for it to take effect by the end of 31 December in that year. In all cases, such notice periods are then followed by a 1 year payment period in which (in accordance with the terms of the Mandate) we will continue to pay you any revenue we receive in respect of the collection activities we undertook on your behalf before the variation or termination of your Mandate.

# International Performer Mandate Appointment



This Appointment is made the [ ] day of [ ] in the year of [ ]

Between:

**A. Performer Name:** [ ]

PPL ID: [ ] (the "**Performer**"); and

**B. PHONOGRAPHIC PERFORMANCE LIMITED ("PPL")**

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

**IT IS AGREED** as follows:

1. The Performer hereby appoints PPL as his Exclusive Agent in the Territories and for the Term to exercise the following rights in respect of any recording (whether audio or audio visual) of any of his performances:
  - (1) the right in the Territories to
    - (i) authorise or prohibit, and
    - (ii) collect payment, negotiate, settle and compromise any entitlement or claim of whatever nature of the Performer in relation to, any and all of the following:
      - (a) the communication to the public of any such recording (which, for the avoidance of doubt, shall include public performances, inclusion in a broadcast or other transmission by wire or wireless means, inclusion in an Internet service and inclusion in a mobile telephony service),
      - (b) the rental or lending of any such recordings, and
      - (c) the copying of any such recordings for any of the purposes in 1(1)(a) or 1(1)(b); and
  - (2) the right in the Territories to collect payment, negotiate, settle and compromise any entitlement or claim of whatever nature of the Performer in relation to remuneration for or participation in any private copying levy or other arrangement of a similar nature.
2. The rights referred to in Clause 1 of this Appointment shall not include the rights comprised in the making available right specified in Article 3.2 of Directive 2001/29/EC (the "Copyright Directive").
3. The Performer also hereby appoints PPL to act as Exclusive Agent in the Territories for the exercise of the rights specified in Clause 1(1) and 1(2) in respect of all periods prior to the Term (unless PPL is otherwise notified by the Performer in writing at the time the Performer signs this Appointment).
4. PPL and the Performer agree that this Appointment is to be read in conjunction with the Performer International Mandate Terms & Conditions in force at the time the Performer signs this Appointment, and that those Performer International Mandate Terms & Conditions apply to and form part of this Appointment and are binding on both PPL and the Performer. Definitions of words and phrases in the Performer International Mandate Terms & Conditions shall apply in this Appointment unless indicated otherwise.

# International Performer Mandate Appointment (continued)



- The Performer confirms that he has read and understood the terms of both (a) this Appointment and (b) the Performer International Mandate Terms & Conditions in force at the time the Performer signs this Appointment. For ease of reference, this Appointment and the Performer International Mandate Terms & Conditions shall be referred to jointly as the “Mandate”.
- The Mandate shall become effective once it is signed by the Performer and approved by PPL but, once in effect, will apply from 1 January in the year in which it comes into effect.
- The Performer wishes the countries covered by the Mandate to be as follows (please tick **one** box below and complete that box/add a separate sheet where appropriate):

I wish the Mandate to cover the World, excluding the United Kingdom\*.

I wish the Mandate to cover the World, excluding the United Kingdom\* and also excluding the following other countries: (please list the additional countries to be excluded and initial each one)

  

I wish the Mandate to cover only those countries (other than the United Kingdom\*) which I have listed and attached on a separate sheet, which I have signed.

\* These options do not include the UK because PPL deals with performers' UK equitable remuneration differently; performers register with PPL separately for UK collection.

## EXECUTED AS A DEED BY:

Performer name:  PPL ID:

Performer signature:

Performer email:

## In the presence of:

Witness name:  Witness occupation:

Witness address:

Witness signature:  Date of witness signature:

Thank you for completing this International Performer Mandate. Please scan and email the completed, signed and witnessed International Performer 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 Performer Mandate

## Terms & Conditions



### BACKGROUND

- (A) The Performer is entitled to remuneration in respect of exploitation in certain foreign territories of recordings of his performances.
- (B) PPL has the infrastructure and expertise to collect remuneration for certain exploitations of such recordings within those foreign territories.
- (C) The Performer has decided to appoint PPL to act as his exclusive agent to collect such remuneration and to exploit certain rights related to those recordings of his performances.

**IT IS AGREED** as follows:

#### 1. Definitions

1.1 In these Terms the following terms shall have the meanings set out opposite them.

“Appointment”	means the document signed by the Performer and headed “International Performer 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 Performer and approved by PPL.
“Exclusive Agent”	means an agent authorised to the exclusion of all other persons including the Performer to exercise a right that would otherwise be exercisable exclusively by the Performer.
“International Distribution Rules”	means the rules governing the distribution of the Revenue, as devised, adopted and varied from time to time by the board of directors of PPL in conjunction with the Performer Board. adopted and varied from time to time by the board of directors of PPL in conjunction with the Performer Board.
“Mandate”	means the Appointment and these Terms.
“Payment Period”	has the meaning given in Clause 2.7.
“Performer”	means the Performer named on the Appointment.
“Performer Board”	means the sub-committee of the PPL Board created in September 2006 to oversee, amongst other things, the distribution of the Revenue.
“Revenue”	means revenue obtained by PPL pursuant to the exercise of the Rights.
“Rights”	means the rights specified in Clauses 1(1) and 1(2) of the Appointment.
“these Terms”	means the terms and conditions set out in this document which may be amended from time to time in accordance with Clause 9.3.
“Term”	has the meaning given in clause 6.1.
“Territories”	means the countries specified in the Appointment.
“United Kingdom”	means the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.











# International Performer Mandate

## Terms & Conditions (continued)



7.3 The Performer warrants that it will:

- (1) processing Personal Data supplied to it by the Performer,
- (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.

7.4 The Performer warrants that it will:

7.5 The Performer warrants that it will:

- (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 Performer warrants in relation to any Personal Data supplied to PPL that he has obtained and is authorised under any applicable law to process such Personal Data in the manner contemplated by the Mandate, including for the transfer of Personal Data outside the European Economic Area.

### 8. Transfer and Sub Contract

8.1 The Performer warrants that it will:

8.2 The Performer warrants that it will:

8.3 The Performer warrants that it will:

### 9. General

9.1 The Mandate shall bind the successors in title of the Performer and any permitted assigns.

9.2 Clauses 1, 4.2, 5.2 to 5.4, 6.4 to 6.6, 7, 8.1, 9.1, 9.7, 9.9, and 9.10 of these Terms are intended by both parties to survive any termination of the Mandate.

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# International Performer Mandate

## Terms & Conditions (continued)



9.7 If any provision of the Mandate shall be determined by any Court of competent jurisdiction to be void or unenforceable all other provisions of the Mandate shall nevertheless continue in full force and effect.

9.8 Clause headings and recitals in these Terms are for information only and do not form part of the Mandate.

9.9 The Mandate (in the absence of fraud) contains the whole agreement between the parties in respect of its subject matter and supersedes any prior written or oral agreement between them in respect of the same subject matter and the parties confirm that they have not entered into the Mandate on the basis of any representations that are not expressly incorporated.

9.10 The Mandate shall be construed and interpreted in accordance with the laws of England and Wales, the courts of which shall have sole and exclusive jurisdiction to determine any disputes which may arise out of or in relation to the Mandate.