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GEMA Membership No.

XXXXXXXXXX

IP Base No.

01.01.2021

Deed of Assignment 2021 version  
Agreement starts from

# DEED OF ASSIGNMENT

*Translation for information purposes only - in case of doubt, the German version shall prevail*

*Version based on the resolutions by the ordinary Members' Assembly dated  
09/10 June 2021*

entered into by and between the undersigned

XXXXXXXXXX

**Author**

XXXXXXXXXX

**Music publisher (music publishing company) <sup>1)</sup>**

XXXXXXXXXX

**Legal successor**

- hereinafter referred to as Rightsholder -

and

**GEMA Gesellschaft für musikalische Aufführungs und mechanische Vervielfältigungsrechte,**  
represented by its Managing Committee in 10787 Berlin, Bayreuther Str 37,

- hereinafter briefly referred to as GEMA -

## Article 1

The Rightsholder hereby assigns to GEMA as a trustee for all countries any and all copyrights to which he is currently entitled to and those accruing to him, devolving or redevolving upon him or otherwise acquired by him during the term of this Deed to the following extent for administration subject to the following provisions:

- a) The performing rights in and to musical works with or without lyrics but excluding the right to stage performances of dramatico-musical works (in their entirety, as a cross-section or in larger parts). This exclusion also comprises the stage performance of other musical works (with or without lyrics) as integrating parts of dramatico-musical stage works e.g. in the course of ballets or hit musicals. It is irrelevant whether the works have been created specifically for performance on stage or not.

1) Where an individual person is not involved, the legal form of the publishing company must be stated (e.g. sole proprietorship, OHG [general partnership], KG [limited partnership], GmbH [private limited company/Ltd.], AG [public limited company/plc]). In such cases, the Deed of Assignment must be signed by authorised representatives entered in the commercial register together with adding the company stamp.

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Stage music, provided it is not forming an integrating part of the stage work, stage shows, incidental film music, revue interludes, operetta interludes, burlesques and comedies, melodramatic and cabaret performances shall be subject matter of this Deed, provided that the performance of integral parts of dramatico-musical works in other theatrical works is not involved.

- b) The audio broadcast rights of musical works (with or without lyrics) including the reproductions necessary for broadcasting purposes, irrespective of the technical means or methods used for transmission. The rights of audio broadcasts in dramatico-musical works shall not be assigned to GEMA, whether in their entirety, as a cross-section or in larger parts<sup>2)</sup>.
- c) The rights of communication to the public by loudspeaker including the communication to the public of dramatico-musical works by loudspeaker.
- d) The audiovisual broadcasting rights of musical works (with or without lyrics) including the reproductions necessary for broadcasting purposes, irrespective of the technical means or methods used for transmission. The audiovisual broadcasting rights in dramatico-musical works shall not be assigned to GEMA, whether in their entirety, as a cross-section or in larger parts<sup>2)</sup>.
- e) The rights of communication to the public via television sets including the communication to the public of dramatico-musical works.
- f) The film exhibition rights including rights in and to dramatico-musical works.
- g) The rights of performance and making available by means of devices produced in accordance with paragraph h), with the exception of
  - aa) the stage performance of dramatico-musical works, whether in their entirety, as a cross-section or in larger parts;
  - bb) the making available of dramatico-musical works in theatres in terms of Section 19 (3) UrhG [German Copyright Act].
- h) The rights of recording on sound, audiovisual, multimedia and other data storage media/carriers including, for example, memory card, DataPlay Disc, DVD (Digital Versatile Disc), Twin Disc, sound and audiovisual carriers with ROMpart and corresponding carriers with data link, as well as the reproduction and distribution rights to these carriers. Unless otherwise provided in this Deed of Assignment, the assignment of rights does not include the graphic rights, in particular not the right to the notation or text image.

The right to transmit musical works (with or without lyrics) which have been incorporated in databases, documentation systems or in similar types of storage media, either electronically or in other similar ways. This includes, in particular, the right to make works available to the public by wire or wireless means in such a way that they may be accessed by members of the public from places and at times individually chosen by them, e.g. for interactive online uses via streaming and making them available for download, for mobile internet uses, for uses on music exchange systems and for uses on services for sharing online content, including activities carried out by end users of those services. The assignment of rights under this paragraph shall also include the right to make the recordings, technical preparations and other reproductions required for the purpose of transmission and making available to the public. For uses pursuant to this paragraph, the Rightsholder shall also transfer the graphic rights to the lyrics to GEMA in the sense of a separate category of use pursuant to Article 16.

The administration of rights for the use of musical works (with or without lyrics) as ringtone melodies and as dial-tone melodies shall be carried out in two stages: Stage 1: The right to authorise the use of a work as a ringtone melody or a dial-tone melody, in particular as provided in Section 14 UrhG<sup>3)</sup> and Section 23 clause 1 UrhG<sup>4)</sup>, remains with the Rightsholder. Stage 2: The Rightsholder shall assign the rights pursuant to h), paragraphs 1 to 3, to GEMA for perception.

The rights shall be assigned respectively subject to the provisions under paragraph i).

With respect to the reproduction of dramatico-musical works, whether in their entirety, as a cross-section or in major parts, for personal or any other private use by means of audio or audiovisual carriers, the right of reproduction shall be reserved to the Rightsholder where the administration thereof vis-à-vis theatres is concerned.

- i) (1) The rights for the use of a work (with or without lyrics) for the making of cinematographic works or any other kind of fixation on audiovisual carriers as well as any other combination of musical works (with or without lyrics) with works or other genres

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2) The rights to a simultaneous, unaltered and unabridged re-transmission of dramatico-musical works in television and radio programmes pursuant to and subject to the scope of the EU Directive 93/83 dated 27/09/1993 shall be assigned to GEMA by the Rightsholders in question by means of a separate mandate.

3) Section 14 UrhG states: "The author has the right to prohibit the distortion or any other derogatory treatment of his work which is capable of prejudicing his legitimate intellectual or personal interests in the work."

4) Section 23 clause 1 UrhG states: "Adaptations or other transformations of the work may be published or exploited only with the consent of the author of the adapted or transformed work."

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onto multimedia and other data carriers or in databases, documentation systems or in similar types of storage media, including, but not limited to the possibility of interactive use, it being understood that GEMA and the Rightsholder shall notify each other of all cases they become aware of. Such rights shall be assigned to GEMA subject to a resolutive condition.

The condition occurs when the Rightsholder notifies GEMA in writing that he wishes to exercise the rights in his/her own name. Such notification must be given within a period of four weeks; in case of sub-published works, the period shall be three months. The period shall be counted from the point in time when the Rightsholder has become aware of the case in question. The notification of the Rightsholder to GEMA concerning a specific case he has become aware of must indicate whether he wishes to manage the rights in his own name. The reversion shall only come into effect insofar as it concerns uses for the production of a specific film work or any other audiovisual recording or multimedia or other data storage medium, or the combination with works of other genres in a specific database, a specific documentation system or any other similar types of storage medium. In the case of film works, the reversion shall include the right of making and distributing copies, insofar as works are concerned which are intended for public performance in cinemas or for broadcasts. With respect to any other fixations onto audiovisual carriers, the reversion shall be limited to the right to authorise the recording of the work in connection with the images and the production of 50 copies that have to be specifically marked for the purposes of introduction. The rights in respect of television productions pursuant to paragraph (2) as well as the right to use works for usages on services for the sharing of online contents pursuant to paragraph (4) shall remain unaffected.

- (2) In the case of television productions, GEMA shall licence the synchronisation rights to broadcasting companies and their own advertising companies to the extent that the productions in question are own or commissioned productions for their own broadcasting and for re-broadcasting purposes. The consent of the Rightsholder shall be necessary, however, if third parties are involved in the production or if the TV productions are intended for third party exploitation. This shall apply in particular to co-productions. Clause 1 above shall apply respectively in case of TV co-productions between broadcasters where at least one domestic broadcaster is involved.

Subject to the provisions mentioned above, GEMA shall extend the synchronisation right to TV productions for the purposes of programme announcements (trailers) but only to the extent that musical with or without lyrics are used which have been created specifically for an own or commissioned production announced by the trailer (commissioned compositions)<sup>5</sup>.

- (3) In any event, the rights for TV productions and other audiovisual carriers, except the rights reserved to GEMA, shall be retained by the Rightsholder himself if these relate to
- aa) pre-existing dramatico-musical works, whether in their entirety, as a cross-section or in larger parts,
  - bb) the use of a work (with or without lyrics) for the production of a dramatico-musical work;
  - cc) the use of concert songs, Schlager [hit songs] or interludes from dramatico-musical works in other dramatico-musical works or dramatic works or in TV productions or other audiovisual carriers represent a combination of several music titles under a main theme and with a story line. In the case of TV television productions, the right to consent in all of these instances shall be reserved to the Rightsholder. The Rightsholder may, however, not make his/her consent dependent on the payment of a remuneration in the case of own or commissioned productions for own broadcasting or re-broadcasting purposes by the TV companies and their own advertising companies. If the consent is granted, the distribution shall be made in line with the provisions of the Distribution Plan.
- (4) Insofar as the Rightsholder assigns to GEMA the online rights to GEMA pursuant to lit. h) (2), he shall also assign to GEMA the synchronisation right for film works produced by end users of a service for the purpose of sharing online content and uploaded to the service. The condition for this is that end users do not act on the basis of a commercial activity or do not generate significant revenues from their activity.

With regard to exercising the synchronisation right in relation to other uses on services for the sharing of online content, lit. i) paragraph (1) shall apply with the proviso that the rights are not cleared for individual works or uses, but for all relevant uses in relation to the respective service. To this end, GEMA shall inform the Rightsholders in advance if it intends to license the synchronisation right to the provider of a service for sharing online contents pursuant The details of the rights clearance under this paragraph shall be set out in supplementary management conditions which are to be published.

The right to take action in their own name against violations of their moral rights always remains with the Rightsholders, even for uses on services for sharing online contents.

- k) Regarding the use of musical works (with or without lyrics) for advertising purposes, the following distinction shall be made in terms of a separate rights perception by the Rightsholder on the one hand and GEMA on the other:

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<sup>5</sup>) Article 1 i) paragraph (2) sub-paragraph 2 shall apply from 1/1/2016.

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- (1) The right to grant third parties an authorisation to use a musical work (with or without lyrics) for advertising purposes or to prohibit such a use in individual cases shall remain with the Rightsholder. The authorisation may be limited in terms of territory, time and/or content.
  - (2) The Rightsholder assigns to GEMA the rights listed in paragraphs a) to h) and l), also for advertising purposes, subject to a resolutive condition. The condition occurs if the Rightsholder makes use of his/her power and prohibits the use pursuant to section (1) vis-à-vis a third party in an individual case and the Rightsholder notifies GEMA hereof in writing.

Article 1 i) paragraph (2) sub-paragraph 2 in the version dated 1/1/2016 shall remain unaffected.

- l) The rights in and to uses which arise from and correspond to technical or legal developments of the categories of use governed by paragraphs a) to i) and, above and beyond, the rights for independent categories of use which do not become known until after this Deed of Assignment has been concluded. The Rightsholder may revoke in writing the assignment of rights for independent categories of use in their entirety or for individual, newly arising categories of use pursuant to Section 31a UrhG. The right of revocation shall expire at the end of three months after dispatch of the written notification about the intended commencement of the licensing process for the new form of use by GEMA. The written notification shall be reproduced in the respective edition of the publication dispatched to all members, "virtuos", in which case the reference to this notification will be highlighted on the front page.
- m) (1) The statutory remuneration rights arising from Sections 20b (2), 27 (1) and (2), 45a (2) clause 1, 46 (4), 47 (2), 52 (1) clause 2 and (2) clause 2, 54 (1), 54b (1), 54e and 54f UrhG, 60h (1) clause 1 UrhG as well as 137l (5) UrhG. With the exception of Section 27 (2) UrhG, the assigned entitlements shall not cover the use of graphic recordings of musical works.  
  
(2) The statutory remuneration rights arising from the creation of new provisions in the area of the rights listed under sections a) to l). The Rightsholder may revoke the assignment of rights of the newly arising entitlements in writing. The right of revocation shall expire at the end of three months after dispatch of the written notification about the intended commencement of the perception of the newly created remuneration rights by GEMA. The written notification shall be reproduced in the respective edition of the publication dispatched to all members, "virtuos", in which case the reference to this notification will be highlighted on the front page.

### Article 1a

The Rightsholder shall, upon application, have the opportunity to acquire a GEMA Non-Commercial Licence which is free from payment of a licence fee ("GEMA NC Licence") for the rights assigned in accordance with Article 1, such licence authorising the Rightsholder

- a) a) to use his/her own works themselves for non-commercial purposes and
- b) b) to grant anyone or individual persons a licence free from payment of a licence fee for the non-commercial use of his/her works.

The conditions of acquisition for a GEMA NC Licence and the terms for granting such licences free from payment of a licence fee for non-commercial uses are decided by the Annual General Assembly and must be published.

### Article 2

If the Rightsholder cannot dispose of the rights at present, he shall herewith assign these rights in the event that the power of disposal reverts to him in future. The assignment shall include the aforementioned rights to the extent that the Rightsholder acquires them or has acquired them by way of legal succession.

### Article 3

1. GEMA shall be entitled to exercise the rights assigned to it by the Rightsholder in its own name, to exploit these rights, to receive the remuneration payable and to issue a legally binding receipt, to transfer the rights assigned to it to third parties, in their entirety or in parts, or to prohibit the exploitation, and to also to enforce in its own name all rights due to it in any way GEMA deems appropriate.

In the event that GEMA generates revenues based on remuneration agreements which deviate from published GEMA tariffs, it shall, upon written request, provide the Rightsholder with information on the remuneration basis of these agreements, provided that the Rightsholder is a participant in the works used within the scope of these remuneration agreements and that the Rightsholder has a legitimate interest in the desired information which does not conflict with any prevailing interests of all the members or third parties.

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2. By entering into mandate agreements and representation agreements with foreign collective management organisations, GEMA ensures that the rights assigned to it by its Rightsholders are also perceived at international level. Moreover, GEMA is not obliged to manage any rights outside its territory of administration. If the rights administration is not governed by mandate agreements or reciprocal agreements for a country as a whole or with regard to individual categories of use, the Rightsholder may, at any time, and without having to adhere to the period of notice pursuant to Article 10, request in writing the reassignment of the assigned rights for the respective country or the relevant categories of use. Such limitations to international rights administration shall be regularly communicated to the Rightsholders by means of the publication dispatched to all Rightsholders, "virtuos", in which case the reference to this notification will be highlighted on the front page.

#### **Article 4**

Claims by the Rightsholder against GEMA can only be assigned by agreement with GEMA. This shall not apply in the event that the author only assigns such payment entitlements to the publisher amounting to the equivalent of the share provided in the Distribution Plan for payment to publishers. GEMA shall be entitled to charge an administrative fee corresponding to the costs for the handling of assignments pursuant to clause 1 - with the exception of assignments of contributions to professional associations - at the expense of the Rightsholder (debtor).

In the case of advance payments, the Rightsholder shall irrevocably assign his/her payment claims to GEMA until the advances have been recovered.

#### **Article 5**

The Rightsholder undertakes to notify GEMA of all works covered by this Deed of Assignment on the forms issued by GEMA, stating in particular the title and the category of the works, the names of the composers, lyricists, publishers and any pseudonyms, to submit a reproduced copy of each notified work for registration and to evidence the correctness of his statements with respect to his authorship in the form prescribed by GEMA. In the case of published works, the music publisher is also obliged to undertake the works notification for the authors.

If the Rightsholder fails to properly notify works, he will forfeit the claim against GEMA for payment until proper notification has been made.

The Rightsholder undertakes to provide GEMA with any kind of information required for determining his rights.

Music publishers shall undertake to provide publishing services for the works they have published. Publishing services shall be deemed to include the reproduction and distribution of musical works (with or without lyrics) within the meaning of the German Publishing Act. Irrespective thereof publishing activities may also be fulfilled by way of activities regarding the promotion and marketing of the work, financing and production or service and administration. The service and administration area include, in particular, the required communication with GEMA with regards to the work and its uses also in the interest of the author (e.g. by registering the work, checking distribution documents and dealing with claims).

Insofar as authors of works published by a music publisher are not members of a collective management organisation for musical copyrights yet, the music publisher shall work towards the authors concluding a Deed of Assignment with GEMA.

The services by music publishers shall be compensated with their participation in the distribution in accordance with the GEMA Distribution Plan. There are no further remuneration claims against GEMA.

#### **Article 5a**

The Rightsholder may not, either directly or indirectly, share his revenue with users so that they prefer his works for usage purposes. An infringement of this prohibition occurs, for example, in cases where an author or a publisher shares his revenues directly or indirectly with a broadcaster in order to achieve their preference for his works in the scheduling of the broadcast programme.

If a Rightsholder enters into licensing agreements with GEMA, a company where GEMA has shares or holdings, or another collective management organisation, or is in an economic or personal relationship with licensees, this alone does not substantiate the assumption of facts stated in paragraph 1 clause 1.

In the case of an infringement of the prohibition governed by paragraph 1, the Rightsholder is obliged to pay an amount into the GEMA Social Fund equal to the amount of his revenue that he shared with the user. Should the amount paid to the user exceed the remuneration for the work in question due to the rights holder, only such remuneration must be paid to the GEMA Social Fund.

All other provisions of the Statutes on conduct contrary to such Statutes shall remain unaffected.

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## Article 6

- a) Both the Statutes and the Distribution Plan, including any future changes to the Statutes or the Distribution Plan, shall form part of this Deed.

If the Members' Assembly resolve any changes or additions to the Deed of Assignment in future which for reasons of collective rights management have to be uniformly applied to all Rightsholders, such changes or additions shall also be deemed to form part of the Deed of Assignment. All other changes or additions to the Deed of Assignment, in particular insofar as they relate to the scope of the rights administered by GEMA, shall be subject to the approval of the Rightsholder. Any changes or additions to the Deed of Assignment must be communicated to the Rightsholder in writing. In cases where the consent of the Rightsholder is required, such consent shall only be deemed to have been given if the Rightsholder has not expressly objected to the change or addition in writing within three months after the dispatch of the written notification; reference must be made of this legal consequence in the written notification. The written notification shall be reproduced in the respective edition of the publication "virtuos", dispatched to all members after the Members' Assembly, in which case the reference to this notification will be highlighted on the front page.

The Rightsholder acknowledges having received the Statutes and the Distribution Plan.

- b) In case the Rightsholder defaults in his obligations arising from the Statutes, the Distribution Plan and the Deed of Assignment, he shall be obliged to reimburse any costs incurred by GEMA resulting from his default.

## Article 7

The Rightsholder undertakes to notify GEMA, without delay, of any change of residence and citizenship, any change to the company, its ownership and partnership or regarding the signature of the company, any relocation of the office as well as each case of publishing or change of publisher.

If the Rightsholder, or, in case of death of the latter, his legal successor omits to notify the change of address and if the new address of the Rightsholder cannot be determined by way of inquiry with the registration authorities responsible for the last residence, GEMA shall be entitled to terminate the Deed of Assignment prematurely with effect from the end of the financial year in which the negative notification has been received from the registration authorities. Notice of termination shall in such case be given by registered letter to be sent to the last address notified to GEMA.

## Article 8

1. Upon first conclusion of the Deed of Assignment, the Rightsholder undertakes to pay GEMA a one-off admission fee to be determined by the Supervisory Board.
2. The Rightsholder undertakes to pay GEMA an annual membership fee to be determined by the Supervisory Board.

The membership fee is payable in advance upon conclusion of the Deed of Assignment. In the following years, the Rightsholder's account with GEMA shall be annually debited with the membership fee and off-set against the credits accruing in the respective year. If credits due to the Rightsholder fail to reach the amount of the membership fee, the Rightsholder shall be liable for immediate payment of the difference to GEMA. If, in three successive years, credits due to the Rightsholder fail to reach the amount of the membership fee, GEMA shall be entitled to terminate the Deed of Assignment prematurely with effect from the end of the following financial year by giving notice in writing or GEMA may make the further administration of his rights subject to the condition that the membership fee is paid in advance.

## Article 9

The legal succession in the contractual relationship shall be governed by the general statutory provisions, unless the GEMA Statutes and this Deed of Assignment contain different provisions.

In case of death of the Rightsholder, the Deed of Assignment shall be continued with his or her legal successor(s) in title to the copyright. GEMA may request that proof of rights of ownership be submitted in the form of a certificate of inheritance, a grant of probate or any other documents to be issued by the probate court. GEMA shall not be obliged to make any pay-outs until evidence on rights ownership has been provided.

If there are several legal successors, they shall have to exercise their rights vis-à-vis GEMA through a joint authorised representative. GEMA may request that the appointment of an authorised representative be evidenced by publicly notarised documents. GEMA shall not be obliged to make any pay-outs until a joint representative has been officially appointed.

Each legal successor in title to the copyrights of a deceased Rightsholder shall be obliged to notify GEMA of the death within six weeks of it coming to their attention. If a Rightsholder leaves behind more than one legal successor and if one of these legal successor dies,

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the joint authorised representative to be appointed pursuant to paragraph 3 shall also be required to make such notification.

If a party required to make such notification fails to meet this obligation and GEMA therefore makes payments for lack of legal grounds, then GEMA shall be authorised to claim back such payments without the recipients of the payments being entitled to claim lapse of enrichment as per Section 818 (3) BGB [German Civil Code].

If, within two years after the death of the Rightsholder, no claims are filed for legal succession in title to the copyright, and if the total credits accrued on behalf of the unknown legal successors in two consecutive years fail to reach the sum of the total membership fees to be paid for these years, the Deed of Assignment shall expire at the end of the current financial year.

#### **Article 10**

1. This Deed of Assignment shall be concluded with effect from 01/01/2021. It can be terminated in writing by giving six months' notice to the end of each calendar year.
2. Notwithstanding item 1, the Deed of Assignment may be terminated in writing at the end of any calendar year by giving three months' notice with regards to the assignment of rights for the online uses covered by Article 1h) paragraphs 2 and 3.

In all other respects, the Deed of Assignment shall remain unaffected by the partial termination. This shall apply, in particular, with regards to the assignment of the rights for broadcasts pursuant to Article 1 b) and d), also insofar as they are made by way of online distribution (e.g. internet radio and internet TV).

3. The Deed of Assignment shall expire at the end of the term of protection of all works in respect of which the Rightsholder has assigned rights to GEMA for administration.

#### **Article 11**

Upon termination of this Deed of Assignment, the rights shall revert to the previous Rightsholder without requiring a special reassignment. In order to prevent any disruption of public music use, however, the settlement regarding the reverting copyrights shall be made in such a manner that the music users whose contracts were concluded before the termination of this Deed of Assignment for the use of works of the resigned Rightsholder, and continue to exist beyond the date of the expiry of this Deed of Assignment, shall remain entitled to such use for the entire duration of their agreements.

The distribution of any revenue accruing on behalf of the resigned Rightsholder hereunder shall be made in accordance with the provisions of the GEMA Distribution Plan.

#### **Article 12**

If GEMA were to be dissolved, this Deed of Assignment shall be deemed to have been terminated with effect from the end of the quarter following the quarter in which the resolution of dissolution has been approved by the competent government authorities.

#### **Article 13**

The place of performance of this Deed of Assignment is the registered office of GEMA whereby the place of jurisdiction for all litigation between the parties arising from this Deed of Assignment is also determined.

#### **Article 14**

This Deed of Assignment of which the Rightsholder shall receive one copy, shall be signed by both parties. Should a contractual relationship already have existed between the contracting parties, this Deed of Assignment shall replace any previous agreements.

#### **Article 15**

Any modifications of the Deed of Assignment shall require the necessary majority in the Members' Assembly for changes to the Statutes and the Distribution Plan.

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**Article 16**  
**Special Agreements**

Conclusion and termination of the Deed of Assignment can be limited to rights administration for specific categories of use and/or for specific countries. Such restrictions may, however, relate only to the assignment of rights in and to all works of the Rightsholder, not to rights in and to individual works of the Rightsholder. The following countries - categories of use - shall be exempt from this assignment of rights:

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Berlin

\_\_\_\_\_

Place

\_\_\_\_\_

Date

\_\_\_\_\_

Date

**GEMA**

Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte

**The Rightsholder**

(In cases where this is not an individual person, the legal form of the publishing company must be stated (e.g. sole proprietorship, general partnership (OHG), limited partnership (KG), limited liability company (GmbH), public limited company (AG)). In such cases the Deed of Assignment must be signed by authorised representatives entered in the Commercial Register together with a company stamp.)

The Managing Committee

If the author is deceased and the signatory of this Deed has been appointed as joint representative of the legal successors in accordance with Article 9 paragraph 3, the signatory hereby assures that he has been authorised by all legal successors to sign this Deed.

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(Signature of the Rightsholder)

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