

AGREEMENT made between Japanese Society for Rights of Authors, Composers and Publishers (hereinafter called "JASRAC" or "Contracting Society") whose registered office is at 1-7-13 Nishishimbashi, Minato-ku, Tokyo 105, represented by Miyuki Ishimoto, President, on the one part, and Associação de Musicos Arranjadores e Regentes (hereinafter called "AMAR" or "Contracting Society") whose registered office is at Praia de Botafogo, 462/Casa 1, CEP 22250, Rio de Janeiro, Brazil, represented by Mr. Mauricio Tapajós, President, on the other part,

WHEREBY IT IS AGREED AS FOLLOWS:

MANDATE



ARTICLE 1.

(I) By the present Contract AMAR confers on JASRAC the exclusive right in the territory administered by JASRAC, as defined in Article 6 (I) hereafter to authorize all public performances, as defined in Paragraph (II) of this Article, of musical works, with or without lyrics, which are protected according to the provisions of national laws, bilateral treaties and multilateral international conventions relating to the author's right (copyright, intellectual property, and so forth), which at present exist or which may come into existence and into force during the period when the present Contract is in force.

This exclusive right, as defined in the preceding Paragraph, is conferred in so far as the performing right in the works concerned has been, or shall be, during the period when the present Contract is in force, assigned to, transferred to, or conferred on, AMAR whatever means by its members, for the purpose of its administration, in accordance with its Rules and Articles of Association; the said works collectively forming the repertoire of AMAR.

(II) In the present Contract the expression "public performance" includes all performances audible to the public in any place within the territory administered by JASRAC, by whatever means, whether the said means be already known and used or whether hereafter discovered and put into use during the period when the present Contract is in force. The expression "public performance" includes, in particular, performances given by live means, instrumental or vocal; by mechanical means, such as gramophone records, wires, tapes and sound-tracks, magnetic or otherwise; by any process of sound-film projection, of diffusion and transmission, such as radio and television broadcasts, whether direct, relayed or retransmitted, and so forth, as well as by any process of wireless reception, radio, television and telephone receiving apparatus and similar means and devices, and so forth.

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ARTICLE 2.

(I) The exclusive right to authorize performances, as mentioned in Article 1, entitles JASRAC, within the limits of the powers pertaining to it in virtue of the present Contract, and of its own Rules and Articles of Association and of the national legislation of the country or countries in which it operates:

(a) to permit or prohibit, whether in its own name or that of the interested author, composer or copyright owner, public performances of works in the repertoire of AMAR and to grant the necessary authorizations for such performances;

(b) to collect and fees stipulated in virtue of these authorizations, as provided for in (a) above;

to receive all sums due as indemnification or damages for unauthorized performances of the works concerned;

(c) to commence and pursue, either in its own name or that of the interested author, composer or copyright owner, any legal action against all persons or corporate bodies and all authorities, administrative or otherwise, responsible for illegal performances of the works concerned;

to transact, compromise, refer to arbitration, and take any necessary legal proceedings;

(d) to take any other action necessary to ensure the protection of the performing right in the works covered by the present Contract.

(II) The present Contract being personal to Contracting Societies and concluded on that basis, it is formally agreed that, without the explicitly written authorization of AMAR, JASRAC may not in any circumstances assign or transfer to a third party the exercise of the whole or part of the prerogatives, faculties or otherwise which it enjoys in virtue of the said Contract, and, in particular, of Article 2. Any transfer effected despite of this Paragraph shall be null and void without the fulfillment of any formality.

ARTICLE 3.

In virtue of the powers conferred by Articles 1 and 2, JASRAC undertakes to enforce, within the territory in which it operates, the rights of the members of AMAR in the same way and to the same extent as those of its own members.

JASRAC shall apply to works in the repertoire of AMAR the same tariffs, methods and means of collection and distribution of fees, subject to the provisions of Article 7 below, as it applies to the works in its own repertoire.



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ARTICLE 4.

AMAR shall place at the disposal of JASRAC all documents enabling the latter to justify the fees which it is called upon to collect in virtue of the present Contract, and to take any legal or other action, in accordance with Article 2 (1) above.

ARTICLE 5.

(I) AMAR shall place at the disposal of JASRAC all documents, records and information necessary to enable the latter to exercise effective and thorough control over the interests of the former, particularly regarding the notification of works, collection and distribution of fees, and obtaining and verification of programs.

In particular, JASRAC shall inform AMAR of any discrepancy which the former notes between its own documentation and the documentation received from the latter or from another Society.

(II) In addition, AMAR shall have the right to consult all records of JASRAC, and to obtain all information from it regarding the collection and distribution of fees, so that the former may check the administration of its repertoire by the latter.

(III) AMAR may accredit a representative to JASRAC to carry out on its behalf the check provided for in Paragraph (II) above. The choice of the said representative shall be subject to the approval of JASRAC to which he is to be accredited, but refusal to accept the proposed representative must be motivated.

TERRITORIES

ARTICLE 6.

(I) The territory administered by JASRAC is Japan.

(II) AMAR shall, for the duration of the present Contract, refrain from any intervention within the territory of JASRAC in its exercise of the mandate conferred by the present Contract.

DISTRIBUTION OF FEES

ARTICLE 7.

(I) JASRAC undertakes to do its utmost to obtain programs of all public performances which take place in its territory, and to use those programs as the effective basis for the distribution of the net total of the fees collected for these performances.

(II) The allocation of sums collected in respect of performances in the territory of JASRAC shall be carried out in accordance with Article 3 and the distribution rules of JASRAC, due regard being given, however, to the provisions of the following Paragraphs:



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- (a) In the case of a work the interested parties of which are all members of a single Society other than JASRAC, the total fees (100%) accruing to the said work shall be distributed to the Society of which the said interested parties are members;
- (b) In the case of a work the interested parties of which are not all members of the same Society but where none is a member of JASRAC, the fees shall be distributed in accordance with the international index-cards, namely, the cards or equivalent declarations sent or accepted by the Societies of which the interested parties are members;

In the case of contradictory index-cards or declarations, JASRAC may distribute the fees in accordance with its own rules, and when different interested parties claim the same share, the said share may be put into suspense until agreement has been reached between the Societies concerned;

- (c) In the case of a work of which at least one of the original authors or composers is a member of JASRAC, it may distribute the fees according to its own rules;
- (d) The publisher's share of the fees accruing to a work, or the total share of all the publishers and sub-publishers of a work, no matter how many, shall in no case exceed one half (50%) of the total fees accruing to the work;
- (e) When a work, in the absence of an international index-card or equivalent documentation, is identified only by the name of its composer, being a member of a Society, the total fees accruing to the work shall be distributed to the composer's Society; in the case of an arrangement of a non-copyright work, the fees shall be distributed to the arranger's Society. In the case of lyrics adapted from a non-copyright work, the fees shall be distributed to the adapter's Society;

In the case of mixed works AMAR when received the fees distributed under the above-mentioned rules is required to make any necessary transfers to the other Societies interested in the work and to inform JASRAC by means of international index-cards or equivalent documentation;

- (f) When a member of JASRAC has acquired the right to adapt, arrange, sub-publish or exploit a work in the repertoire of AMAR, the fees shall be distributed with due regard to the provisions of this Article and of the "Sub-Publication Rules" established by International Confederation of Societies of Authors and Composers (hereinafter called "Confederation").



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ARTICLE 8.

(I) JASRAC shall be entitled to deduct from the sums which it collects for the account of AMAR the percentage necessary to cover its effective administration expenses. This percentage shall not be higher than that which is deducted by JASRAC for this purpose from the sums collected for its own members. JASRAC shall always endeavor to keep within reasonable limits in this respect, having regard to local conditions in the territory in which it operates.

(II) When it does not make any supplementary collection in favor of its pensions, benevolent or provident funds, or for the promotion of the national arts, or in favor of any funds serving similar purposes, JASRAC shall have the right to deduct from the sums which it collects for the account of AMAR ten (10) percent at the maximum, which shall be allocated to the said purpose.

(III) No part of the fees collected by JASRAC for the account of AMAR in return for the licenses which it grants solely in respect of the copyright works which it is authorized to administer may be considered undistributable to AMAR. With the exception, therefore, only of the deduction as mentioned in Paragraph (I) of this Article, and subject to the provision of Paragraphs (II) of the said Article, the net total of the fees collected by JASRAC for the account of AMAR shall be effectively and entirely distributed to AMAR.

ARTICLE 9.

(I) JASRAC shall remit at least once a year to AMAR the sums due to the latter in virtue of the provisions of the present Contract.

(II) Each remittance shall be accompanied by a distribution statement in such form as to enable AMAR to allocate to each interested party the share of fees due to him. The said statement shall be uniform in style and material, and shall, at least, indicate the following items:

- (a) the titles of works;
- (b) the names of authors, composers and/or other interested parties with their respective shares;
- (c) the total points or sum credited to each work;
- (d) the category of fees and the period covered by the said remittance.

(III) JASRAC shall make its accountings in the currency of its own country. The settlement of accounts shall be made in any international vehicle currency.



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(IV) JASRAC shall be held responsible to AMAR for any error or omission in the distribution of fees accruing to works in the repertoire of the latter.

(V) The mere fact that the date for settlement of accounts has fallen due constitutes without any formality a formal demand on JASRAC which has failed to make the payment due to AMAR on the said date. Naturally, this provision is subject to force majeure.

(VI) As long as legislative or statutory measures impede the free exchange of international payments, or exchange control agreements have been or shall be concluded in the future by the countries of Contracting Societies, JASRAC shall:

- (a) after making up the distribution statement for AMAR, immediately take all necessary steps and comply with all formalities that may be required by its governmental authorities in order that the said settlement may be effected at the earliest possible date;
- (b) inform AMAR that the said measures have been taken when dispatching the statement mentioned in Paragraph (II) of this Article.

ARTICLE 10.

AMAR shall supply JASRAC with a complete and detailed list of the true names and the pseudonyms of its members, including the year of decease of those author and composer members who were dead at the time the present Contract was signed, but whose rights it continues to represent. From time to time the former shall supply the latter with supplementary lists of the same nature, showing additions, deletions or alterations which have occurred in the main list, and, at least, once a year, a list of its author and composer members who have died in the course of the year.

ARTICLE 11.

(I) The members of AMAR shall be represented and protected by JASRAC under the present Contract without the said members being required by the latter representing them to comply with any formality, and without their being required to join it.

(II) During the period when the present Contract is in force neither Contracting Society may admit to its membership, without the consent of the other Contracting Society, any member of the latter, or any natural person, firm or company of the nationality of any one of the countries in which it operates.

(III) The preceding Paragraph, however, may not be interpreted as prohibiting either Contracting Society from representing persons who enjoy refugee status in its own territories, or from representing other performing right licensing organizations which exist in the territories of the other Contracting Society when collection by a single organization is not practicable in the said territories.



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(IV) Each contracting Society undertakes not to communicate directly with members of the other Contracting Society, but, if occasion arises, to communicate with them through the latter.

(V) Any disputes or difficulties which may arise between Contracting Societies regarding the claims of an interested party or assignee shall be settled amicably in a spirit of conciliation.

CONFEDERATION

ARTICLE 12.

The present Contract is subject to the provisions of the Statutes and the decisions of Confederation.

DURATION

ARTICLE 13.

The present Contract shall come into force for the period of three (3) years as from the first day of January 1990 and shall continue thereafter in force from year to year by automatic extension unless terminated at the end of any such one (1)-year period by either Contracting Society giving to the other Contracting Society at least six (6)-month perior notice by registered mail.

DISPUTES - JURISDICTION

Article 14.

(I) Each Contracting Society may seek the advice of Confederation on any difficulty which may arise between Contracting Societies regarding the interpretation and the carrying out of the present Contract.

(II) After there has been made an attempt at reconciliation by the organ mentioned in Article 10 (b) of the Statutes of Confederation in order to settle any dispute which may arise between them regarding the present Contract, Contracting Societies may, if need be, agree to resort to the arbitration of the competent organ of Confederation.

(III) If Contracting Societies do not think it appropriate to resort to the arbitration of Confederation, or to arrange for arbitration between themselves, independently of Confederation, in order to settle their dispute, then the competent Tribunal to decide the question at issue is that of the country of defendant Contracting Society.

Executed in good faith in the same number of copies as there are Contracting Societies.



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in Tokyo

on December 18, 1989

for and on behalf of

Japanese Society for Rights
of Authors, Composers
and Publishers

Miyuki Ishimoto

Miyuki Ishimoto
President

in Rio de Janeiro

on October 19, 1989

for and on behalf of

Associação de Musicos
Arranjadores e Regentes

Mauricio Tapajós

Mauricio Tapajós
President

REGISTRO DE TÍTULOS E DOCUMENTOS
6.º OFÍCIO

Apresentado hoje para registro e apontado
sob o n.º de ordem 427898
do protocolo. Registrado e microfilmado
ficando cópia arquivada em microfilme
neste Cartório sob n.º de ordem 427898.

O QUE CERTIFICO
Rio de Janeiro, 113 MAR 1990

MARA CRISTINA DE SOUZA BASTE
Responsável pelo Serviço

Av. Graças Braga, 115 Sala 102-A. Tel. 231-1398



WITH REGARD TO THE AGREEMENT made on December 18, 1989
between JASRAC and AMAR it is agreed as follows:

- I. The word "distribution" referred to in the provisions of Article I (2) of the AGREEMENT includes the lending to the public of the recordings and copies mechanically reproduced, provided, however, that the lending takes place in the territory of JASRAC for the works in the repertoire of AMAR and that the recordings and copies mechanically reproduced include those imported into the territory of JASRAC wherever they are mechanically reproduced.
- II. As to Article VII (2) of the AGREEMENT, JASRAC may deduct twenty two (22) percent of commission from the gross sums collected for the lending.
- III. The share division among interested parties of the royalties accruing from the lending is the same as the one applied to the royalties for phonorecords.

IN WITNESS WHEREOF, the Contracting Societies have executed this Agreement in duplicate.

in Tokyo

on December 18, 1989

for and on behalf of

Japanese Society for Rights
of Authors, Composers and
Publishers

in Rio de Janeiro

on October 19, 1989

for and on behalf of

Associação Musicos
Arranjadores e Regentes

Miyuki Ishimoto

Miyuki Ishimoto
President

Maurício Tapajós Gomes
Maurício Tapajós Gomes
President

REGISTRO DE TÍTULOS E DOCUMENTOS
6º OFÍCIO

Apresentado hoje para registro e apontado
sob o n.º de ordem 427896
do protocolo. Registrado e microfilmado
ficando cópia aprovada em 1989
neste Cartório sob n.º de entrada

O QUE OCORRER...

Rio de Janeiro, 13 MAR 1990

Av. L. Silva Braga, 115 - Sala 101 - A Tel. 231-1396

MAÍSA CRISTINA RESENDE
Responsável

