

**CONTRACT OF UNILATERAL REPRESENTATION**  
**/MECHANICAL RIGHTS/**

Between the undersigned:

**MUSICAUTOR - Bulgarian Society Of Composers, Authors And Music Publishers For Performing And Mechanical Rights**, whose registered office is at 17, Budapeshta Str., 4<sup>th</sup> fl., 1000 Sofia, Bulgaria, represented by Ivan Dimitrov, Executive Director, on the one part,

and

**Associação de Músicos Arranjadores e Regentes - Sociedade Musical Brasileira, hereafter AMAR/SOMBRÁS**, whose registered office is at Av. Rio Branco, 18/19º e 20º andar - Centro - Rio de Janeiro – RJ, CEP: 20.090-000 – Brasil, represented by Mr. Marco Venicio Mororó de Andrade, on the other part,

IT IS AGREED AS FOLLOWS:

**Article 1**

1) Under the present contract, AMAR/SOMBRÁS entrusts to MUSICAUTOR on a non-exclusive basis, the management of the rights defined below, for the territories specified in Article 3.

2) The management of the rights referred to above comprises the recording and mechanical reproduction of the works of the repertoire of AMAR/SOMBRÁS and the circulating in any form or in any place of the recordings and reproductions thus produced, in the operating territory of MUSICAUTOR.

3) The repertoire of AMAR/SOMBRÁS includes musical works with or without texts for which the Mechanical Copyright Owners have entrusted or shall entrust the control of these rights for the duration of the present contract.

4) The rights for recording and mechanical reproduction referred to in the present contract apply to any method of recording and reproduction, excluding graphic reproduction.

**Article 2**

AMAR/SOMBRÁS shall notify MUSICAUTOR in writing of any limitations or reservations in the consistency of its repertoire and in its rights.

**Article 3**

The territory of exploitation of MUSICAUTOR is: REPUBLIC OF BULGARIA.

**Article 4**

1) In any case when a total licence is collected, MUSICAUTOR will determine the share due to the works of the repertoire of AMAR/SOMBRÁS following the same rules as for the works of its own repertoire.



2) In case of exports of sound carriers, MUSICAUTOR undertakes to apply the terms and conditions of the country of destination i.e. the terms and conditions of the country where the copies are effectively marketed.

3) When exports concern less than one hundred copies per country, per catalogue number and for each accounting period, it is agreed that such outgoings may be assimilated to sales in the national territory; as a consequence terms and conditions of the country of origin apply.

4) The societies agree that the rights-owners in the country of destination should be the beneficiaries of the distribution of the license-fees, in so far as it is feasible at a reasonable cost. Societies will work out arrangements on a bilateral basis to this effect.

#### **Article 5**

AMAR/SOMBRÁS undertakes to provide regularly to MUSICAUTOR documentation necessary for the carrying out the present contract.

#### **Article 6**

1) The distribution of amounts collected by MUSICAUTOR for the account of AMAR/SOMBRÁS will be effected by MUSICAUTOR in the form of a royalty statement reflecting musical works in alphabetical title order.

2) As regards the radio/TV use the amounts collected by MUSICAUTOR on AMAR/SOMBRÁS's behalf shall be distributed on the basis of the phono distribution keys of AMAR/SOMBRÁS.

3) MUSICAUTOR will ensure that its distribution to AMAR/SOMBRÁS is made within two months after its distribution to its own members, at half-yearly intervals.

4) The royalties due to AMAR/SOMBRÁS are payable as soon as MUSICAUTOR knows the results of distribution. Thereafter, MUSICAUTOR shall without delay transfer the amounts due to AMAR/SOMBRÁS.

#### **Article 7**

1) On the gross amount of the collections made in accordance with this contract MUSICAUTOR shall apply the following rates:

Phono/Video	15%
Blank tape	15%

2) The rates applied to amounts collected from other operations will be fixed by common consent between the Contracting Societies.

3) The rate of commission agreed upon between the Contracting Societies shall include the costs incurred by the Societies who may be charged by MUSICAUTOR with the distribution of the international repertoire, the costs of each distributing Society being borne by MUSICAUTOR. The overall commission agreed between the societies should under no circumstances exceed 25% of the gross amount.

## Article 8

AMAR/SOMBRÁS shall have the right to inspect all the operations of MUSICAUTOR relating to the implementation of the present contract. AMAR/SOMBRÁS will use the international tools set up by BIEM/CISAC, such as C.A.E./I.P.I., WWL/WID, etc.

## Article 9

(1) Each of the contracting Societies may seek the advice of the Confederation's Administrative Council about any difficulty which may arise between the two Societies regarding the interpretation or performance of this contract.

(2) The two Societies may, if need be, and after attempting conciliation before the body mentioned in Article 10 b) 6th paragraph of the Confederal Statutes, agree to resort to arbitration by the Confederation's appropriate authority in order to settle any dispute that may arise between them with regard to the present contract.

(3) If the two contracting Societies do not think it appropriate to resort to arbitration by the Confederation, or to arrange between them for arbitration, even independently of the Confederation, in order to settle their disagreement, the competent Court to decide the issue between them shall be that in which the defendant Society is domiciled.

## Article 10

1) This contract shall cover the period from 1st January 2014 till 31st December 2014.

2) It shall be renewed by tacit consent for a 1 year period unless notice be given by registered letter 3 months before the end of each current period.

Executed, in good faith, in the same number of copies as there are parties to this contract, including intervening parties.

Signed:

at Sofia, on 29. DEC 2014

At Rio de Janeiro, on 01 de December 2014.

For MUSICAUTOR  
Read and approved,  
By power of attorney:

For AMAR/SOMBRÁS  
Read and approved,  
By power of attorney:

Ivan DIMITROV  
Executive Director

Marco Venicio MORORÓ DE ANDRADE  
President

