

AGREEMENT

Latvia, Riga, 20__ year. __. _____

The Association "Latvian Performers' and Producers' Association", represented by _____ (hereinafter – LaIPA), as one Party, and _____ (hereinafter – Producer), as the other Party, both jointly hereinafter - the Parties, conclude this Agreement on the following,

1. General Provisions

- 1.1. The Producer grants to LaIPA (exclusive) rights to administer exclusively in the territory of Latvia and abroad the following of his rights and to collect remuneration for the use of a phonogram published for commercial purposes:
 - 1.1.1. broadcasting;
 - 1.1.2. retransmitting in cable networks;
 - 1.1.3. public performance;
 - 1.1.4. publishing broadcast (making public broadcast) consisting of phonograms published for commercial purposes;
 - 1.1.5. hire;
 - 1.1.6. public lending;
 - 1.1.7. reproducing for personal use;
 - 1.1.8. making available to the public of the fixation of a performance, by wire or otherwise, in an individually selected location and at an individually selected time on TV and radio archives;
 - 1.1.9. making available to the public of the fixation of a performance, by wire or otherwise, in an individually selected location and at an individually selected time on the websites of organizers of public events and on third-party public event demonstration sites;
 - 1.1.10. as well as other rights referred to in legislation, that cannot be ensured individually.

- 1.2. The Producer grants exceptional (exclusive) rights to LaIPA with regard to his exclusive reproduction rights to permit or to prohibit the use of phonogram in the following ways:
 - 1.2.1. to perform reproduction in connection with public performance (making public);
 - 1.2.2. to perform reproduction, which is carried out by disc jockeys;
 - 1.2.3. to perform reproduction, which is carried out by broadcasting organizations:
 - 1.2.3.1. reproduction right of the phonogram (and the performance, if the phonogram producer has acquired the relevant rights) for use in the synchronization of a television programme;
 - 1.2.3.2. reproduction right of the phonogram (and the performance, if the phonogram producer has acquired the relevant rights) for use in the synchronization of a trailer of a television programme, in case this trailer includes the phonogram and/or performance, which is also used in the television programme being advertised;
 - 1.2.3.3. reproduction right of the phonogram (and the performance, if the phonogram producer has acquired the relevant rights) for use in the synchronization in the audio-visual works created by a broadcasting organisation (broadcast, serial, reportage, documentaries, film, TV show, as well as in any material intended for broadcasting in the TV channel of broadcasting organisation.
 - 1.2.3.4. With this Agreement, LaIPA does not undertake to administer the following reproduction rights of the Producer:
 - the reproduction of a phonogram for specific audiovisual works (in a religious, political or pornographic context, in advertising or in any other context in which the owner of the phonogram right or the phonogram can be identified by the Broadcasting Organization and/or its television channels);
 - reproduction of a phonogram in commercials and self-promotions of the Broadcasting Organization;
 - reproduction of a phonogram in advertisements of the Broadcasting Organization's programs, which are used in the advertising of audiovisual works not produced by the Broadcasting Organization;
 - Reproduction of phonograms in films, documentaries, and short films that are not broadcast in the Broadcasting Program.
 - 1.2.3.5. In the case when article 1.2.3.4 of the Agreement use of rights are requested by the Broadcasting Organization, the Parties agree that LaIPA will designate the relevant phonogram producer so that the broadcaster can contact it and obtain the necessary authorizations.

- 1.3. The Producer grants exceptional (exclusive) rights to LaIPA to permit or to prohibit the use of phonograms in webcasting in respect of its exclusive rights to make a phonogram available to the public via wires or any other way, if these can be accessed in an individually selected place and individually selected time. The authorization includes the following services that are received by the recipients of the webcasting service and which are:
 - 1.3.1. offered in the mobile network and / or on the Internet;

- 1.3.2. provided to the recipient of the webcasting service to use the skip function (the possibility for the recipient of the service to move forward the transmission in a preselected place with a step that has been determined and fixed previously, as well as to move forward the beginning of playing the next sound recording) and the pause function (the possibility for the recipient of the service to stop the playing of the recording and afterwards, on demand, continue playing from the place where the playing was stopped);
- 1.3.3. Provides to the service recipient the possibility to personalize the transmission (an activity as the result of which the recipient of the service influences the contents of the transmission).

- 1.4. LaIPA has no rights to permit or to prohibit the use of phonograms in advertising.
- 1.5. In order to ensure that the Producer rights will be administered also abroad, LaIPA concludes bilateral agreements with foreign collective rights management organizations.
- 1.6. The Producer agrees that LaIPA acts in accordance with its domestic laws and under its Statutes, the decisions of the Council of LaIPA and the General Meeting of LaIPA.
- 1.7. In case LaIPA is addressed in respect to the aforementioned rights, LaIPA shall forward the corresponding inquiry and the data to the Producer.”

2. Rights and obligations of LaIPA

- 2.1. LaIPA is entitled and undertakes:
 - 2.1.1. with the users on the use of the Producer’s phonogram and the conditions of use;
 - 2.1.2. to perform the collection and payment of the remuneration due to the Producer;
 - 2.1.3. upon the Producer’s written request within 10 days to provide information in writing on the use of the phonogram and the collected remuneration;
 - 2.1.4. to realize the rights granted to it, without causing material or moral damages to the Producer;
 - 2.1.5. to conclude agreements on reciprocal representation with foreign organizations;
 - 2.1.6. to conclude bilateral agreements with foreign collective management rights organizations.
- 2.2. If LaIPA repeatedly and constantly fails to fulfil the obligations mentioned in the subparagraphs 2.1.2., 2.1.3., 2.1.4., and 2.1.5. of Article 2.1. then the Producer shall have the right to terminate this agreement unilaterally, informing LaIPA about it 1 month in advance.
- 2.3. If third parties violate the rights enumerated in subparagraphs of Article 1.1. and in Article 1.2., LaIPA may start court proceedings without receiving a special authorization from the Producer.

3. Obligations of the Producer

- 3.1. The Producer undertakes:
 - 3.1.1. within 14 days after concluding this Agreement to inform LaIPA about released phonograms, by filling in a form in the LaIPA webpage “ManaLaIPA”;
 - 3.1.2. to request and register ISRC code at LaIPA office 5 (five) days before phonogram mastering process.
 - 3.1.3. regularly, within 14 days after producing each phonogram to inform LaIPA about the produced phonogram, by filling in a form provided by LaIPA;
 - 3.1.4. to inform LaIPA immediately about changes in Producers personal data and requisites (name, address, etc.);
 - 3.1.5. to abstain from concluding agreements with similar or identical contents with other natural or legal persons, as well as to abstain from entering into agreements that are contrary to this Agreement;
- 3.2. If the Producer fails to meet his obligations included in the subparagraph 3.1.1., 3.1.2., 3.1.3. and 3.1.4. of Article 3.1. or provides inaccurate or false information about produced phonograms, then the costs incurred in establishing the precise aforementioned information and data shall be deducted from the remuneration due to the Producer. These deductions have to be substantiated and the Producer shall be informed thereof.
- 3.3. If the Producer repeatedly and constantly fails to meet the obligations referred to in subparagraphs 3.1.1., 3.1.2., 3.1.3 and 3.1.4. of Article 3.1. LaIPA has the rights to terminate this Agreement unilaterally, informing the Producer about it 1 month in advance.
- 3.4. If the Producer does not fulfil the duties mentioned in the subparagraph 3.1.1., 3.1.2., 3.1.3., and 3.1.4. of Article 3.1. LaIPA is entitled to withhold the Producer’s remuneration until the Producer has fulfilled his duties mentioned in the subparagraph 3.1.1., 3.1.2., 3.1.3., and 3.1.4 of Article 3.1.
- 3.5. If the provisions of subparagraph 3.1.5. of Article 3.1. is violated, the Producer shall reimburse to LaIPA the losses incurred by it as the result of this violation.

4. The Distribution and Payment of the Collected Remuneration

- 4.1. LaIPA performs distribution of the remuneration collected for the use of phonogram once per year. On separate occasions, the Council of LaIPA may decide on different (more frequent) period of distributing the remuneration.

4.2. All actual administrative expenses shall be deducted from the collected remuneration. The amount of actual administrative expenses may not exceed 25% of the remuneration collected by LaIPA unless otherwise decided by the General Meeting of LaIPA.

4.3. Duties and taxes are deducted from the remuneration by the acts of legislation in force in the Republic of Latvia.

5. Termination of the agreement

5.1. The Agreement may be terminated:

5.1.1. if the Parties agree on it in writing;

5.1.2. if one of the Parties wishes to do so. In this case the Party wishing to terminate the Agreement informs about it the other Party at least 6 months before it;

5.1.3. if one of the Parties does not fulfil its obligations set out in the Agreement;

5.1.4. on the basis of the provisions of Article 2.2. and 3.3. of this Agreement.

6. Dispute Resolution

Disputes that arise in the performance of this Agreement and that cannot be solved via negotiations, the Parties shall resolve in accordance with the procedure set out in the legislation of the Republic of Latvia.

7. Final Provisions

7.1. The Agreement shall come into force at the moment of signing.

7.2. The Agreement has been drawn up in English in two identical copies, both having equal legal force. One copy of the Agreement is handed over to the Producer the other - to LaIPA.

7.3. All amendments or additions to this Agreement shall be drawn up in writing, both Parties agreeing upon them.

7.4. LaIPA handles the personal data provided by the Producer for the purpose of concluding, executing the Contract, in particular for the rights administration of the Producer, as well as for the provision of mutual communication and co-operation, to the extent necessary and resulting from the concluded Agreement or is necessary to comply with the LaIPA relevant legal obligation. Personal data will be stored in paper and electronic form throughout the term of the Agreement, as well as within the limitation period specified in applicable regulatory enactments, within which complaints may be filed, actions brought, and similar processes proposed. The Producer has the right to request information about LaIPA processed by the Producer's personal data, the right to request the rectification, deletion, or limitation of their processing of personal data, the right to object to the processing of their personal data, the right to data portability in accordance with the exceptions and requirements specified in the legislation, and the right to lodge a complaint Latvian Data State Inspection.

8. The Requisites of the Parties

8.1. Producer:

Name of Producer:			
Pseudonym:			
ID number:			
Declared address:		Postal code:	
Email:		Mobile phone:	
Membership in a group (orchestra, ensemble, etc.):			
E-mail:			
Bank:			
IBAN			
I agree to receive from LaIPA information about LaIPA and events organized or supported by LaIPA or its members, events of interest to the industry or other informative and commercial communications of similar content. I confirm that I have read the additional information on the processing of data for the transmission of commercial communications and my rights. Additional information is available on the LaIPA homepage www.laipa.org	Agree	<input type="checkbox"/>	
	Not agree	<input type="checkbox"/>	

8.2. LaIPA:

Name:	“Latvian Performers and Producers Association” (LaIPA)
Reg. No.:	40008042958
Legal address:	Misas street 3, Riga, Latvia, LV-1058
Postal address:	Misas street 3, Riga, Latvia, LV-1058
Bank and IBAN:	A/S “SEB banka”; IBAN: LV71UNLA0001002700167 A/S Swedbank, IBAN: LV07HABA0551045240206
Phone, E-mail:	Phone: 67605023; E-mail: laipa@laipa.org

LaIPA

Producer