

# Agreement for the assignment and administration of rights for event organisers

GVL ID: \_\_\_\_\_  
Contract number: \_\_\_\_\_  
(to be completed by GVL)

Between

Name of the event organiser: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-mail: \_\_\_\_\_

- hereinafter referred to as "rights holder" -

and

**Gesellschaft zur Verwertung von Leistungsschutzrechten mbH**  
Podbielskiallee 64, D-14195 Berlin  
P.O. Box 33 03 61, D-14173 Berlin

- hereinafter referred to as "GVL" -

the following Agreement governing the assignment and administration of rights is hereby concluded:

**Art. 1**

The rights holder grants GVL the right to administer, on its behalf and vis-à-vis third parties, the following statutory rights to remuneration he is entitled to at present and that he may become entitled to during the term of this Agreement:

- a) Reproduction for private and other personal use (Art. 54 (1) UrhG [German Copyright Act]);
- b) Reproduction of school radio broadcasts, if the recordings thus made are not deleted at the end of the following school term (Art. 47 (2) UrhG);
- c) Reproduction for collections for religious usage purposes (Art. 46 (4) UrhG);
- d) Reproduction and distribution of audiovisual and sound recordings for the disabled, provided that this is necessary for the sensual perception (Art. 45a (2) 2 UrhG);
- e) copying, distribution and making available to the public and other types of communication to the public of audiovisual or sound recordings for non-commercial purposes for teaching and instruction in educational establishments (Art. 60 a, 60 h (4) UrhG);
- f) copying, distribution and making available to the public of a performance on a published audiovisual or sound recording in collections for teaching and educational media (Art. 60 b, 60 h (4) UrhG);
- g) copying, distribution and making available to the public of audiovisual or sound recordings for the purpose of non-commercial research (Art. 60 c, 60 h (4) UrhG);
- h) copying and making available to the public of audiovisual and sound recordings for scientific research in the form of text and data mining (Art. 60 d, 60 h (4) UrhG);
- i) copying, distribution of copies and making available of sound or audiovisual recordings for the purposes listed in Art. 60 e, f UrhG via terminals (Art. 60 e, f, 60 h (4) UrhG);

plus, any entitlements and claims for remuneration, whose statutory administration can only be carried out by a collective management organisation.

**Art. 2**

The rights holder may assign the right to anyone to issue a non-commercial licence for the exploitation of his recordings or to use them for non-commercial purposes himself. The provisions in the respective current version published separately shall apply in particular.

**Art. 3**

- (1) The rights holder shall be obliged to provide GVL with information and intelligence necessary to establish and administer his rights and entitlements. He shall also deliver the details necessary to establish and execute the distribution regulations and provide the necessary documentation.
- (2) The registration deadlines in the distribution regulations and any expressly communicated deadlines shall be cut-off deadlines for establishing remuneration entitlements. Pursuant to Art. 30 VGG [Act on Collective Management Organisations], collections arising from rights shall be considered as non-distributable if the identity or whereabouts of the rights holder could not be established within three years after the financial year has lapsed where the remuneration was collected for the relevant rights and if the collective management organisation had undertaken the necessary steps pursuant to Art. 29 VGG.
- (3) The rights holder shall inform GVL of his bank details and personal data (name, address, e-mail) and shall keep GVL informed of any changes to his details. In order to facilitate a payout at a later date, this obligation shall continue up to five years after the agreement has been terminated.  
GVL shall not be liable for misdirected transfers based on incorrect details. The rights holder shall be obliged to return any overpayments which result from incorrect, incomplete or unclear details to GVL.
- (4) If, in retrospect, the distribution for a specific distribution period should turn out to be systematically faulty in its entirety or in parts, specifically in cases where this is due to the invalidity of a provision of the underlying

distribution regulations (including their Annexes), and if a complete reversal and rerun of the distribution is not possible or only feasible at disproportionate costs,

- a) the level of the entitlements arising from the faulty distribution can be estimated if a precise calculation is not possible or only at disproportionate costs,
- b) the entitlements of those negatively affected by the faulty distribution can be satisfied from current and future collections,
- c) reclaim entitlements by the society may be offset against future payment entitlements
- d) or instead of these amounts being offset, reclaim entitlements by the society may be waived in their entirety or in part.

When selecting from these measures, the aim is to consider that the relevant entitlements are being fulfilled as completely as possible, and to observe the requirement of proportionality. The principle of equality shall be observed, and cases of hardship must be taken into consideration.

#### **Art. 4**

- (1) Rights holders' entitlements vis-à-vis GVL may only be assigned to third parties subject to GVL's approval. GVL may make issuing an approval subject to the payment of an administration fee.
- (2) With regards to legal succession, the general statutory provisions shall apply.
- (3) The rights holder may only appoint one authorised party for the management of his rights vis-à-vis GVL. By appointing another authorised party, the rights holder revokes the previously granted authorisation vis-à-vis GVL without any further action. The authorisation [power of attorney] with the most recent date shall apply.

#### **Art. 5**

- (1) This Agreement shall commence with the day of signature by the parties and shall be valid retroactively for the distribution years for which the registration deadline has not lapsed yet.
- (2) This Agreement may be terminated by giving 6 months' notice per 31st December of any year. It is also possible to withdraw individual rights from GVL. The withdrawal of rights may extend to individual protected subject matter items or territories and must be clearly specified to GVL. The partial or complete termination of this Agreement must be made in "text form" [as stipulated in section 126b of the German Civil Code]. The date of receipt by GVL shall determine the beginning of the notice period.
- (3) Should the agreements with users entered into or extended by GVL continue to be valid beyond the termination of this agreement, the agreement shall be extended accordingly with respect to the relevant assignment of rights.
- (4) Once this Agreement has been terminated or rights have been withdrawn from it, the rights shall revert to the rights holder at the end of a calendar year without any explicit assignment.

#### **Art. 6**

- (1) GVL's Articles of Association and Distribution Regulations in their respective version as amended shall form an integral part of this Agreement.
- (2) Future changes to this Agreement passed by the Associate and Delegates' Assembly, for example with respect to new rights or usage types shall become part of this agreement if they were communicated to the rights holder in "text form" [as stipulated in section 126b of the German Civil Code] and if he has agreed to them. Approval by a rights holder shall be deemed given when the rights holder does not explicitly contest the assignment within 6 weeks from dispatch of the announcement; he shall be made aware of this legal consequence in the relevant communication.

**Art. 7**

- (1) Personal details of the rights holder shall be electronically saved, processed and passed on within the scope of the intended use of the contractual relationship for the purpose of establishing, executing and terminating this Agreement governing the assignment and administration of rights as well as for later payments and for the compliance with statutory retention periods even after the contractual relationship has been terminated. This shall comprise the making available of data in the remit of international databases which are used jointly with foreign sister societies. Data protection information regarding this Agreement governing the assignment and administration of rights within the meaning of Art. 12, 13 DSGVO [GDPR] are published at <https://www.gvl.de/en/data-protection-statement>.
- (2) The rights holder confirms that he has received information on his rights prior to signing this Agreement for the assignment and administration of rights and that GVL has fulfilled its obligation to provide information pursuant to Art. 53 VGG prior to consenting to his rights being managed.
- (3) Regarding matters relating to Art. 12.2 b) to e) of the Articles of Association, the rights holder may lodge an appeal with the complaints committee. The complaints committee can only be appealed to within four weeks from the receipt of the decision in dispute. If a party entitled to an appeal has missed the deadline through no fault of their own, they have the right to be reinstated into their status quo ante upon application. The application must be filed within a two-week deadline once the hindrance has been removed. It is not possible to appeal for reinstatement into a status quo ante once a year has lapsed counted from the end of the missed deadline. Legal action cannot be taken until the complaints committee has made a decision or once six months have passed since the appeal. Further details can be determined in the procedural rules of the complaints committee.
- (4) Place of performance and jurisdiction shall be the registered office of GVL.

\_\_\_\_\_  
Place, date

Berlin, \_\_\_\_\_

Gesellschaft zur Verwertung  
von Leistungsschutzrechten mbH (GVL)

\_\_\_\_\_  
Signature of the rights holder

\_\_\_\_\_  
Dr. Tilo Gerlach  
Managing Director

\_\_\_\_\_  
Guido Evers  
Managing Director

**This is an unofficial translation:**

Please note that the translation of the "**Wahrnehmungsvertrag**", the Agreement governing the assignment and administration of rights, is a free translation into English and is provided as a service by GVL and shall serve for orientation purposes and your files only. The translation is provided solely for the convenience of English speakers. In the event of a discrepancy between the English translation and the German version, the version in the official language **shall** prevail.

Please sign the German original of the Wahrnehmungsvertrag.