**Policy**

**and**

**Guidelines**

**SCAPR New Model Bi-/Multilateral Agreement between**

**Performers' Collective Management Organizations**

**for the Exchange of Remunerations**

**in the Audio [and/or] Audiovisual Field**

The undersigned Contracting Parties:

[**PMO A**], [Address], [Phone], represented by [Name] as [Title], On the one hand

And

[**PMO B**], [Address], [Phone], represented by [Name] as [Title], On the other hand

Declare that

Whereas the Contracting Parties shall cooperate in order to strengthen performers' rights and ensure an effectively functioning international management of such rights through bi- or multilateral agreements between performers' collective management organizations (“PMOs”),

Whereas the proper management of performers' rights requires that the Contracting Parties have already established an effective system of management enabling them to distribute the remuneration individually to the performers in proportion to the actual use of their protected fixed performances recorded in sound/audiovisual recordings (hereinafter “recorded performances”) to the highest degree possible,

Whereas the purpose of this Agreement is to facilitate the payment of remuneration due to performers and, in terms of receiving remuneration, to approximate as much as possible the conditions enjoyed by rightholders represented by the Contracting Parties, on the terms and conditions set forth in this Agreement,

# [Option 1:

*Whereas, from the date of entry into force of this Agreement, the Contracting Parties are able to pay individual remuneration to the rightholders of the other Contracting Party according to the same rules as for their own rightholders, allowing for an accurate distribution on an individual basis proportional to the use of fixed performances in the territory of the other Contracting Party[ies],]*

# [Option 2:

*Whereas [PMO A and/or PMO B] [has/have] begun to pay individual remuneration to [its/their] own rightholders, but [is/are] not able to fully apply the same rules for the rightholders of the other, allowing for an accurate distribution on an individual basis proportional to the use of fixed performances in the territory of the other Contracting Party[ies], the Contracting Parties therefore agree to begin the exchange of remuneration in accordance with Annex I and transition to an accurate distribution on an individual basis proportional to the use of recordings within the agreed timeframe,]*

# [Option 3:

*Whereas [PMO A and/or PMO B] [has/have] not yet begun to pay out remuneration to [its/their] own rightholders, and shall establish, within a maximum of [three (3)/four (4)/five (5)] years, a system to calculate remuneration for individual rightholders through the identification of such rightholders and their recordings, thereby enabling the Contracting Parties to exchange the necessary information for the exchange of remuneration between them,*

*Whereas the Contracting Parties recognize that the necessary information from users on certain performers' rights, groups of performers, or specific uses is not available to allow for a proper exchange of remuneration,*

*Whereas as soon as [PMO A and/or PMO B] [has/have] begun to pay out remuneration to [its/their] own rightholders [it/they] shall begin to exchange remunerations in accordance with Annex I within the agreed timeframe,]*

They now enter into the following

# AGREEMENT

**Article 1 - Rights and Territory covered**

This Agreement covers the management of performers' rights in the respective territories of [Country A] and [Country B].

[PMO A] is operating in [Country A] under the provisions of [Law of Country A], and of its bylaws and internal regulations.

[PMO B] is operating in [Country B] under the provisions of [Law of Country B], and of its bylaws and internal regulations.

**Article 2 - Authorization to Manage**

The Contracting Parties have been empowered by their respective rightholders to represent them via bi- or multilateral agreements with corresponding PMOs in other countries and territories.

The Contracting Parties warrant that they are entitled to represent their respective rightholders within the territory determined in Article 1 with respect to the rights specified in Annex I.

In accordance with the mandates given them by their rightholders, the Contracting Parties empower each other to represent their rightholders in the territory of the other, as to the use of fixed performances protected under applicable national [and EU] laws and international conventions, with respect to the rights specified in Annex I.

**Article 3 – Rightholders covered by this Agreement**

This Agreement covers only the rights of rightholders. For the purposes of this Agreement the term "rightholder" means the natural person or entity who/that has authorized their PMO to represent them within the territories of the other Contracting Party. Heirs of deceased rightholders may also be accepted as rightholders. Rightholders of both Contracting Parties for the same rights in the same territories are not covered by this Agreement

The Contracting Parties shall check the International Performers Database (IPD) to verify that no applicants to their PMO are already rightholders in the other Contracting Party. In cases where an applicant or member is found to be a rightholder of [the other/another] Contracting Party, that Contracting Party shall be informed and the Contracting Parties shall work through the IPD Business Rule 6 (BR 6) Workflow until the IPD BR6 Workflow is released.

**Article 4 – SCAPR Code of Conduct**

The Contracting Parties agree to observe the SCAPR Code of Conduct, which forms an integral part of this Agreement. Amendments will automatically be included. Notwithstanding the previous paragraph, the Contracting Parties will implement any such amendments within a maximum period of three (3) years.

**Article 5 - Mutual Recognition of Rules**

The Contracting Parties mutually recognize the statutes, bylaws, internal regulations, and distribution rules of the other Contracting Party[ies].

**Article 6 - Cooperation**

The Contracting Parties shall cooperate to ensure that their rightholders receive rightful remuneration in accordance with their respective national legislations and applicable distribution rules.

The Contracting Parties agree to provide each other with any other information, and to take any steps necessary, for the proper functioning of this Agreement and for the effective management of the rights specified in Annex I.

The Contracting Parties shall inform each other of any changes in their applicable legislations, statutes, bylaws, internal regulations, and collecting practices or distribution rules, and, once a year, shall provide each other with copies of their audited annual accounts and/or any other documents required by law. Information provided to SCAPR for the use of SCAPR members (e.g., reports for General Assembly, national reports) qualifies as such information.

Where practical and economical, the Contracting Parties express their mutual interest to initiate and carry out joint projects to assist with the promotion of the performing arts and the professional interests of performers.

Any claim for remuneration by rightholders of the Contracting Parties covered by this Agreement according to Article 3 shall be settled by [PMO A] and [PMO B], independently. Thus, no rightholder of one Contracting Party may claim directly from [the other/another] Contracting Party.

Remuneration erroneously paid to a Contracting Party shall be returned to the other Contracting Party, promptly upon having been notified to do so by that other Contracting Party. However, if in accordance with Article 5 of Annex I, such remuneration has already been paid to a specified rightholder by the receiving Contracting Party, such remuneration shall not be returned.

**Article 7 - Management Costs and Other Deductions**

Each Contracting Party shall deduct its own management costs incurred in the collection and distribution of remuneration derived from its own territory.

[Optional additional text in the case an express consent is required to apply management costs on remuneration received in the agreement:

[Option 1:

*If a Contracting Party wishes to deduct management costs on remuneration received from the other Contracting Party, both Contracting Parties shall agree on the specific and clear conditions upon which such further management cost deductions will be based.]*

**[Option 2:**

*The Contracting Parties hereby agree upon the following clear and specific conditions that will apply to management costs on remuneration received from the other Contracting Party: (details to be inserted here)****]***

Other than management costs incurred on behalf of the other Contracting Party in the collection and distribution of remuneration derived from its own territory (or from income from any investment of that remuneration), a collecting Contracting Party shall not make any other deductions (“Other Deductions”), unless either (i) such Other Deductions are required under the local legislation of the collecting Contracting Party or (ii) the receiving Contracting Party expressly consents to such Other Deductions,

**[Optional additional text in the case an express consent is required for Other Deductions in the agreement:**

*Each Contracting Party hereby expressly consents to the taking by the other Contracting Party of Other Deductions, with respect to social, cultural, and educational funds and services to rightholders, of no more than [insert: percentage to which both parties agree] from the remuneration payable to the other Contracting Party. The Contracting Parties also agree that such social, cultural or educational funds and services shall be provided on the basis of fair criteria, in particular as regards access to, and the extent of, those services, and must be available on the principle of equal treatment of all represented rightholders, unless such equal treatment is not permitted under the Contracting Party's local legislation.]*

The Contracting Parties shall provide each other with relevant information regarding their management costs and Other Deductions.

**Article 8 - Settlement of Disputes**

The Contracting Parties shall make every effort by negotiation to settle any disputes that may arise from or in connection with this Agreement or its application.

Such disputes shall be settled, first and foremost, in accordance with the SCAPR Complaint Procedure.

**[Option 1:**

*However, in the event that a dispute leads to legal proceedings, such dispute shall be submitted to the appropriate forum of and governed by the laws applicable in the defendant's place of jurisdiction*.

**[Option 2:**

*In cases where no settlement can be reached, the dispute shall be submitted for an ad hoc arbitration under the World Intellectual Property Organization (WIPO) procedures.*

*The Contracting Party acting first shall notify the other Contracting Party[ies] by registered mail of its intention to go in for arbitration and to appoint an arbitrator. The other Contracting Party[ies] shall then have a period of thirty (30) days from the receipt of such notification to designate, in [its/their] turn, an arbitrator. In the event of failure to meet this requirement, an arbitrator shall be appointed by WIPO at the request of the Contracting Party acting first. If the Contracting Parties are unable to agree upon the appointment of a third arbitrator within thirty (30) days, such arbitrator shall be appointed by WIPO at the request of the Contracting Party acting first or of the aforementioned arbitrators.*

*The language and place of arbitration shall be those of the registered office of the defendant.]*

**Article 9 - Force Majeure and Hardship**

If for reasons of *force majeure* or hardship a Contracting Party cannot fulfil its obligation in accordance with this Agreement, the necessary consequences shall be negotiated by both Contracting Parties or settled in accordance with Article 8. The Contracting Parties may then renegotiate this Agreement in good faith, taking into account any changes that may have occurred.

**Article 10 - Non-Transferability of the Agreement**

[Neither/None] of the Contracting Parties shall have the right to assign this Agreement in part or in whole to any third party whatsoever without the written consent of the other Contracting Party[ies].

**Article 11 - Revision of Legislation**

In the event of an amendment to an applicable national [or EU] law or international convention or treaty, or the adoption of a new international instrument having resulted in the introduction of new rights or in the extension of existing ones, the Contracting Parties hereby agree to re-discuss this Agreement in good faith so that the mutual powers of management may reflect the new provisions or rights.

**Article 12 - Control Procedures**

Subject to mutually agreed date(s) and timeframe(s), the Contracting Parties shall have access to all relevant information on the registered performers, fixed performances, and other documents within the office premises of the other Contracting Party, which enable the Contracting Parties to ensure the proper functioning of this Agreement and which could not be obtained otherwise.

Upon request, the Contracting Parties shall be obliged to supply the other with all specified information available on the represented rightholders and the actual use of performers’ fixed performances.

Furthermore, upon request, the Contracting Parties shall be obliged to supply the other at its expense an audit of Accuracy, Completeness, and Delivery in time of the supplied information unless the audit reveals that the Contracting Party audited has materially breached its obligation under this Agreement, in such case the audit costs shall be borne by the Contracting Party audited.

If requested by the receiving Contracting Party, an independent accountant, on whom both Contracting Parties agree, shall be designated to review the audit provided.

**Article 13 - Data Protection and Confidentiality**

The role of the Parties as to the data processing and their qualification under the applicable data protection law is provided in Annex II *[model provided in “Recommendation on personal data protection regulation” adopted by the 2019 General Assembly]*.

The Contracting Parties confirm that the personal data that they collect and exchange with respect to their rightholders is strictly for the purposes of identifying, documenting, collecting, distributing, invoicing and transferring remuneration due to performers.

The Contracting Parties shall ensure that they comply with the provisions and obligations imposed by the applicable data protection legislation (i.e., the GDPR or successor legislation) or required by the other Contracting Party[ies].

The Contracting Parties shall be responsible for obtaining any necessary consent for the collection and use of personal data that they may transfer to the other Contracting Party[ies].

The Contracting Parties shall take appropriate steps to ensure the confidentiality of information, to the extent required by [the other/another] Contracting Party or the applicable statutory provisions. Unless otherwise agreed by the Contracting Parties, all information obtained from a Contracting Party regarding that Contracting Party or its members in the course of implementing this Agreement shall be regarded as confidential.

# Without limiting the generality of the foregoing, the Contracting Parties shall maintain the data protection requirements and the confidentiality of data available through the IPD and VRDB databases, use it only for the purposes as mentioned in the first paragraph and only in the interests of performers, and not communicate it to third parties.

**[Optional] Article 14 – Anti-Corruption Policy**

*The Contracting Parties are committed to ethical business practices and to acting with integrity in all aspects of their business.  That commitment includes compliance with anti-bribery and anti-corruption laws throughout the world, including but not limited to prohibitions against:*

*(i) paying or offering to pay money or anything of value, directly or indirectly, for the purpose of influencing them to secure an improper advantage or obtain or retain business to any of the following persons:*

*(a) an executive, official, employee or agent of a governmental department, agency or instrumentality,*

*(b) a director, officer, employee or agent of a wholly or partially government-owned or -controlled company or business,*

*(c) a political party or official thereof, or candidate for political office,*

*(d) an executive, official, employee or agent of a public international organization (e.g., the International Monetary Fund or the World Bank)*

*or*

*(ii) paying or offering to pay money or anything of value, directly or indirectly, to any private person or organization to induce any person to improperly perform a function or activity in connection with a business or organization, a person’s employment, or a public function;*

*or*

*(iii) requesting, agreeing to receive, or accepting a financial or other advantage in exchange for improper performance of a function or activity in connection with a business or organization, a person’s employment, or a public function.*

**Article 15 - Duration**

[**Option 1:** (First Bi- or Multilateral Agreement between the Contracting Parties)]

*This Agreement shall enter into force on [Date/the date of its conclusion] and shall remain in force until the end of the third calendar year following this date (“End Date”).*

[Option 2: (Replacement of an Existing Agreement Between the Contracting Parties)

*This Agreement shall replace the existing Agreement between the Contracting Parties of [Date of Previous Agreement] as from [Date of This Agreement] and shall remain in force until the end of the third calendar year following that date ("End Date").]*

[Applicable to Options 1 and 2:**]**

If [either/any] of the Contracting Parties wishes to terminate this Agreement on the End Date, it shall give to the other Contracting Party[ies] written notice of its intention to terminate no later than six (6) months before the End Date.

If no notice under the previous clause is given, this Agreement shall remain in force automatically for a period of twelve (12) months beyond the former End Date (“Extended End Date”) and this clause shall continue to operate to extend the term of this Agreement for successive periods of twelve (12) months, unless written notice of non-renewal is sent via registered mail by one Contracting Party to the other[s] no later than six (6) months before the then applicable Extended End Date.

If one Contracting Party receives funds under this Agreement prior to [the other/another] Contracting Party ceasing its activities, the receiving Contracting Party shall remain entitled to distribute such funds in accordance with this Agreement.

Remuneration paid by one Contracting Party to [the other/another] under this Agreement prior to termination may be distributed by the receiving Contracting Party even if such distribution takes place after the termination of this Agreement.]

Date Date

For [PMO A] For [PMO B]

[Name] [Name]

[Title] [Title

# ANNEX I

**Article 1 - Performers’ Rights Covered by the Agreement**

The following performers’ rights conferred to the rightholders of the Contracting Parties under their national legislations are covered by the Agreement:

[PMO A]:

[Rights managed by PMO A to which the rightholders of PMO B are entitled.]

granted by [Law of Country A].

[Criteria of Protection under Law of Country A]

[PMO B]:

[Rights managed by PMO B to which the rightholders of PMO A are entitled.]

granted by [Law of Country B].

[Criteria of Protection under Law of Country B]

**Article 2 - Objective of the Agreement**

The objective of the Agreement is the transfer between the Contracting Parties of remuneration distributed to individual performers represented by the other Contracting Party[ies], in accordance with Art. 1.

[PMO A] shall distribute to [PMO B] the remuneration due to its rightholders dating back to [Date].

[PMO B] shall distribute to [PMO A] the remuneration due to its rightholders dating back to [Date].

[**Option 1:**

*The Contracting Parties shall begin individual distribution based on the information on the actual use of fixed performances [and participating featured and/or non-featured performers] (National and international) using comprehensive play lists or documented surveys as from [Date].]*

**[Option 2:**

*Since distribution on the basis of information on the actual use of fixed performances [and participating featured and/or non-featured performers] cannot yet take place, distribution to foreign right holders shall until [Date] be based on [SELECT ONE: A - the nationality and rightholder status of performers; B - the country code of tracks; C - the share of repertoire (percentage of use of the other country’s repertoire within a territory); D - the share of sales (percentage of sales figures for the other country’s repertoire within a territory); or, E - another mutually agreed model including a combination of A-D.]*

*After the aforementioned date, the Contracting Parties shall begin individual distribution based on information on the actual use of fixed performances [and participating featured and/or non-featured performers].]*

**[Option 3:**

*Since one or both Contracting Parties has/have not yet established a system to calculate remuneration for individual rightholders through the identification of such rightholders and their fixed performances, which system will enable the Contracting Parties to exchange the necessary information for the exchange of remuneration between them, the Contracting Parties agree to start the exchange of remuneration as soon as they have begun distribution to their own rightholders.]*

**Article 3 - Exchange of Information**

**Article 3.1 - Information on Rightholders**

Initially upon execution of this Agreement and thereafter on at least an annual basis, the Contracting Parties shall provide each other with the following and full databased information on their rightholders covered by the Agreement, to substantiate the claims for remuneration. The Contracting Parties acknowledge their respective responsibilities to keep confidential all such information.

The Contracting Parties shall provide to each other, in a format supported by the systems of both Contracting Parties and conforming to the accepted standards of SCAPR, the following rightholder information (to the extent that it is available):

 1. first name

 2. last name

 3. date of birth

 4. local ID

 5. IPN

 6. pseudonym(s)

 7. nationality

 8. country of residence

 9. group name(s).

[If relevant, insert a clause on collective mandates for professional orchestras and choirs.]

The Contracting Parties hereby authorize each other to extract and download directly from the IPD the full databased information on their rightholders. The Contracting Parties expressly agree to update the information in accordance with the IPD Business Rules and the VRDB Services Contract.

**Article 3.2 - Recording Information for Audio Agreements**

**Article 3.2.1 - Exchange on the Basis of Track Information**

The Contracting Parties agree to use the Virtual Recording Data Base (VRDB) as soon as practicable for both Contracting Parties. Until then, the Contracting Parties agree to follow the following procedures:

Once a year and before the end of the respective months indicated below, the Contracting Parties shall exchange data files containing the following information, in full accordance with the procedure in the SCAPR Data Exchange Guidelines (SDEG). [In cases where the SDEG procedure is used but the format is not in place or is in development, this must be detailed in this article.]

Played Main Artists ([Month])

Request for Recordings ([Month])

Played Recordings ([Month])

Recording Claims ([Month])

Distribution Statements and Exchange of Remuneration ([Month])

Recording:

[Refer to Overview of Data Exchange by PMO, inserting the mandatory and optional data as indicated by both PMOs.]

* [List data from “Playlist” and “Claims” [Track] section of the overview here.]

Performer:

* [List data from “Claims” [Performer] section of the overview here.]

The recording claims file (line-ups) shall comprise all participating performers, irrespective of their rightholder status or nationality or category (featured artists and or non-featured artists), [Alternatively, in absence of details on such performers, an actual or estimated performer count [Featured Artists and/or Non-Featured Artists] should be provided.]

To maintain efficiency and limit the long-term workload, the Contracting Parties shall store the exchanged information regarding the specific tracks and their participating performers in their domestic recording databases after finalizing the annual exchange. This information will only be subject to further exchanges if the respective Contracting Parties need to update information for a specific track or performer since the latest exchange.

# [Optional for The Initial Period, Max. 3-5 Years: Transitional Provision:

**Article 3.2.2 -Exchange on the Basis of Performer Information**

The Contracting Parties agree to exchange the below information dating back to [Date].

Once a year and before the end of [Month], the Contracting Parties shall provide each other with the following full databased information on the performers covered by the Agreement:

* First name, last name, date of birth, IPN, local ID, pseudonym(s), and group name(s).
* Group lists with local IDs and components, incl. first name, last name, date of birth, IPN, local ID, and pseudonym(s).
* Information on new rightholders since the previous exchange.
* Information on new local IDs since the previous exchange.]

**Article 3.3 - [Where applicable]** **Recording Information for Audiovisual Agreements**

**Article 3.3.1 - Exchange of Title Information**

The Contracting Parties agree to use the Virtual Recording Data Base (VRDB) as soon as practicable for both Contracting Parties. Until then, the Contracting Parties agree to follow the following procedures:

Once a year and before the end of [Month], the Contracting Parties shall provide each other with lists containing the titles of productions or co-productions of the country of the other Contracting Party used in its territory during the previous year.

The lists shall also contain the following information, to the extent possible: Original title, ISAN, year of production, producer, and director.

**Article 3.3.2 - Exchange of Casting Information**

Within [Number (#)] days of receipt of the title information, the receiving Contracting Party shall provide the other with details on the casts connected to such titles, containing the following information, to the extent possible:

* Casting list.
* First and last names, pseudonym(s), member code, IPN, date of birth, nationality, and local ID of the performers in the casting list.
* Role(s) (actor, dancer, musician, etc.) of the performers in the casting list and the category assigned to such.
* Original title, date and place of first fixation, producer, director, and VRDB code.

The Contracting Parties authorize each other to extract and download the above data directly from IPD the full databased information on their rightholders. The Contracting Parties expressly agree to update the information in accordance with the IPD Business Rules and the VRDB Services Contract

# [Optional:

***Article 3.3.3 - Equivalence of Performers’ Contribution***

*On the basis of the information received, the Contracting Parties shall allocate, according to their respective distribution rules and any other applicable internal rules, the remuneration due to the individual performers of the other Contracting Party. For that purpose, the Contracting Parties have established an equivalence table in Annex II for conversion of the performer categories used by [PMO A] and [PMO B].]*

*Initially upon execution of this Agreement, and thereafter on at least an annual basis, the Contracting Parties shall provide each other with full databased information on their rightholders, to substantiate the claims for remuneration. The Contracting Parties acknowledge their respective responsibilities to keep confidential all such information.*

**Article 3.4 – Tax Modalities and Accountability**

The Contracting Parties shall apply the system of deduction at source in accordance with the tax legislation of the country of collection, unless specific provisions of an existing tax treaty - to which [Country A] and [Country B] are parties – are applicable. [Insert here the title of any taxation treaty between the countries of the Contracting Parties].

With respect to the payments of the remuneration and to the invoices to the other Contracting Party, each Contracting Party applies the accountability rules of its national law.

The Contracting Parties mutually provide each other with relevant information regarding applicable tax and accountability rules.

Article 3.5 - Management Costs and Other Deductions

The Contracting Parties shall provide each other with relevant information regarding details of their management costs and Other Deductions that they intend to take from their payments to each other. Where the consent of the receiving Contracting Party is required for Other Deductions allowable under Article 7 of the Agreement, this information must be provided sufficiently in advance of payment under Article 4 of this Annex to allow the receiving Contracting Party to fully consider the information.

Article 3.6 - Additional Information to be provided

The following additional information shall be provided by [PMO A] to [PMO B]: [E.g., tax details, deadlines, etc.]

The following additional information shall be provided by [PMO B] to [PMO A]: [E.g., tax details, deadlines, etc.]

Article 4 - Transfer of Remuneration

Once a year and on or before the end of [Month], the Contracting Parties shall exchange in the approved SCAPR Statement digital format lists of databased information on the amounts to be passed on to specified rightholders of the other Contracting Party (“Statement”).

The Contracting Parties shall transfer the total amount due to such rightholders of the other Contracting Party no later than thirty (30) days after communication of the Statement and any necessary documents required by law.

A collecting Contracting Party shall make such transfers at the same time as the equivalent payments to its members and in any event no later than nine months from the end of the financial year in which the remuneration was collected, unless objective reasons including but not limited to reasons relating to reporting by users, identification of rights, performers or matching of track information with performers prevent the collecting Contracting Party from meeting that deadline.

Payments by [PMO A] shall be made in [Currency A] and the cost of transfer shall be paid by [PMO A]. The initial transfer shall cover the remuneration collected for earning in [Year(s)] and shall be made on or before [Date].

Payments by [PMO B] shall be made in [Currency B] and the cost of transfer shall be paid by [PMO B]. The initial transfer shall cover the remuneration collected for earning in [Year(s)] and shall be made on or before [Date].

If in any given year the amounts to be exchanged are not in proper proportion to the distribution costs involved, the Contracting Parties may agree to pursue a course of action that best serves the interests of the rightholders represented.

Article 5 - Payment to Rightholders

The Contracting Parties shall pay the remuneration to the specified rightholders no later than [Number (#)] months from the receipt of its transfer, unless objective reasons including but not limited to reasons relating to reporting by users, identification of rights, performers or matching of track information with performers prevent the receiving Contracting Party (or, where applicable, its members) from meeting that deadline.

In the event that any amount of such remuneration cannot be distributed to such rightholders within [Number (#)] months from its receipt, such amount shall be returned to the collecting Contracting Party.

Article 6 - Non-Transfer of Remuneration

Individual remuneration reserved for rightholders who are residents of the country of the other Contracting Party but not rightholders of that Contracting Party, or who cannot be properly identified, shall remain in the country of collection.

Individual remuneration to rightholders that cannot be transferred by way of the Agreement shall be reserved in accordance with the national rules of limitation and subsequently distributed by the applicable national distribution rules.

Article 7 - Duration

This Annex shall enter into and remain in force simultaneously with the Agreement.

Date Date

For [PMO A] For [PMO B]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name] [Name]

[Title] [Title]