

## AGREEMENT

Latvia, Riga, 20\_\_ year. \_\_. \_\_\_\_\_

The Association “Latvian Performers and Producers Association”, represented by Head of the Distribution and Remuneration Department Edgars Bite (hereinafter – LaIPA), as one Party, and \_\_\_\_\_ (hereinafter – Performer), whose performance has ever been fixated in a phonogram or an audio-visual work, as the other Party, both jointly hereinafter - the Parties, conclude this Agreement on the following:

### 1. General Provisions

- 1.1. The Performer grants exceptional (exclusive) rights to LaIPA to administer in Latvia and abroad the following of his rights to receive remuneration for fixation of performance and the rights to allow or to prohibit fixations of performance:
  - 1.1.1. broadcasting;
  - 1.1.2. retransmitting in cable networks;
  - 1.1.3. public performance;
  - 1.1.4. making public programmes consisting of phonograms published for commercial purposes;
  - 1.1.5. making available to the public fixated performance through wires or otherwise in individually selected place and time;
  - 1.1.6. hire;
  - 1.1.7. public lending;
  - 1.1.8. reproducing for personal use;
  - 1.1.9. as well as other rights referred to in legislation, that cannot be ensured individually or the protection of which is problematic.
- 1.2. The Performer 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.
- 1.3. The Performer and LaIPA realise and ensure their rights and obligations in respect with the acts of legislation that are in force and this Agreement.

### 2. Rights and obligation of LaIPA

- 2.1. LaIPA is entitled and undertakes:
  - 2.1.1. to reach an agreement with the users on the use of the Performer’s fixation of performance and the conditions of use;
  - 2.1.2. to perform the collection and payment of the remuneration due to the Performer;
  - 2.1.3. upon the Performer’s written request to provide within 10 days information in writing on the use of fixated performance and the collected remuneration;
  - 2.1.4. to realise the exceptional (exclusive) rights granted to it, without causing material or moral damages to the Performer;
  - 2.1.5. to conclude agreements on reciprocal representation with foreign organisations.
- 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 Performer 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 authorisation from the Performer.

### 3. Obligations of the Performer

- 3.1. The Performer undertakes:
  - 3.1.1. within 14 days after concluding this Agreement to inform LaIPA about his performances fixated in a phonogram or an audio-visual work, by filling in a form in the LaIPA webpage “ManaLaIPA”;
  - 3.1.2. regularly, within 14 days after fixating his performance in a phonogram or an audio-visual work to inform LaIPA about his performances fixated in a phonogram or an audio-visual work, by filling in a form provided by LaIPA;
  - 3.1.3. to inform LaIPA on changes in personal data (name, surname, place of residence, etc.);
  - 3.1.4. 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 Performer fails to meet his obligations included in the subparagraph 3.1.1., 3.1.2. and 3.1.3. of Article 3.1. or provides inaccurate or false information about his performances fixated in phonograms or audio-visual works, then the

costs incurred in establishing the precise aforementioned information and data shall be deducted from the remuneration due to the Performer. These deductions have to be substantiated and the Performer shall be informed thereof.

- 3.3. If the Performer repeatedly and constantly fails to meet his obligations referred to in subparagraphs 3.1.1., 3.1.2. and 3.1.3. of Article 3.1. LaIPA has the rights to terminate this Agreement unilaterally, informing the Performer about it 1 month in advance.
- 3.4. In case the Performer violates the provisions of subparagraph 3.1.4. of Article 3.1. he 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 shall keep the remuneration collected for fixated performance till the next distribution, which is performed once per year. On separate occasions LaIPA may decide on different (more frequent) period of distributing the remuneration.
- 4.2. All actual administrative costs 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 in accordance by the acts of legislation in force in the Republic of Latvia.

#### **5. Termination of the Agreement**

- 5.1. The Agreement shall 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 prior to 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 by 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 Performer for the purpose of concluding, executing the Contract, in particular for the rights administration of the Performer, 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 Performer has the right to request information about LaIPA processed by the Performer'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. Performer:

<b>Name of Performer:</b>			
<b>ID number:</b>			
<b>Declared address:</b>		<b>Postal code:</b>	
<b>Phone:</b>			
<b>E-mail:</b>			
<b>Bank:</b>			
<b>IBAN:</b>			
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 <a href="http://www.laipa.org">www.laipa.org</a>		<b>Agree</b>	<input type="checkbox"/>
		<b>Not agree</b>	<input type="checkbox"/>

### 8.2. LaIPA:

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

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LaIPA

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Performer