

As at: May 2021

# Rights Management Contract

**between**

«CompanyEM»

Publisher

Represented by its executive management

«StreetEM», «ZIP CodeEM» «PlaceEM» («CountryEM»)

– hereinafter referred to as “entitled party” –

**and**

Corint Media GmbH

Represented by its Managing Director Dr. Christine Jury-Fischer

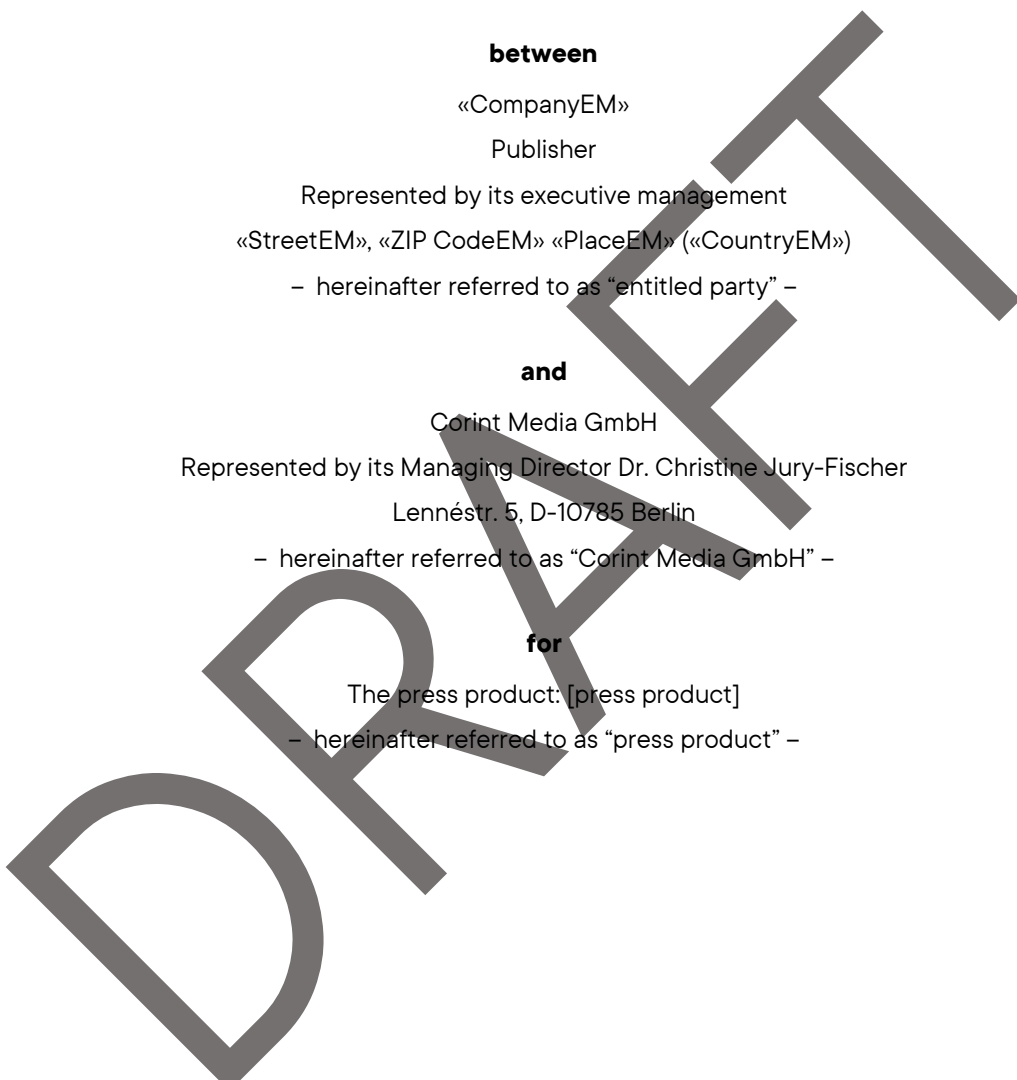
Lennéstr. 5, D-10785 Berlin

– hereinafter referred to as “Corint Media GmbH” –

**for**

The press product: [press product]

– hereinafter referred to as “press product” –



## A Press publishers – granting of rights for rights management purposes

### Article 1 – Granting of rights

(1) The entitled party grants Corint Media GmbH as trustee

- for the territories of all EU and EEA Member States
- the rights which it is currently entitled to and will be entitled to during the term of the contract vis-à-vis information society services providers (hereinafter referred to as "Providers") regarding publications of the press product within the meaning of Article 2 (4) Directive (EU) 2019/790 (hereinafter collectively referred to as "press publications") from neighbouring rights pursuant to Article 15 Directive (EU) 2019/790 in conjunction with the individual transposition acts of EU and EEA Member States, i.e.
  - the right of making available to the public and
  - the right of reproduction, the latter both for the purpose of making available to the public and independently thereof,
  - and any related entitlements

(all rights and related entitlements are hereinafter referred to as "the rights")

- pertaining to the following types of use **(please tick as appropriate):**
  - a) Uses in **services whose main purposes is the search for online content (search engines)** (such as uses via e.g. Google, Startpage (as at May 2021));
  - b) Uses in **services whose main purpose is the communication and/or the exchange or sharing of content (in particular social networks and/or UGC service providers)** (such as uses via e.g. Facebook/Instagram, Snapchat, YouTube (as at May 2021));
  - c) Uses in **services whose main purpose is the aggregated making available of parts of press publications (e.g. articles, images (unabridged and/or abridged) of various press publishers** (such as Blendle (as at May 2021)).

Granting exploitation rights pertaining to the mentioned services comprises the uses which serve the main purpose of the service and, where applicable, all uses of the Provider or providers affiliated with Provider via a group of affiliated companies for other purposes of the service which are technically and functionally linked to the main purpose (e.g. via integrated applications, links). Notwithstanding the foregoing, the exercise of rights in respect of uses in UGC Services shall in any event require a grant of rights pursuant to Article 1 (1) b).

- (2) Rights relating to uses in services which are not mentioned above under para. 1 or which are mentioned there but have not been selected by the rights holders are not granted to Corint Media GmbH under this contract. Management of rights does not include, in particular, the rights holders' own use, use by other press publishers within the framework of media cooperation, use for press reviews and archive use.

## **B General provisions**

### **Article 1 – Regarding the granting of rights**

- (1) The rights are granted for exclusive management.
- (2) Unless otherwise stated in individual cases, the rights shall be granted retroactively with effect from 1 January of the current year.
- (3) If and to the extent that the entitled party cannot dispose of the rights at the time of the conclusion of the contract, it shall grant them in the event that the power of disposal accrues to it. This includes the situation where an EU or EEA Member State has not yet transposed the requirements of Article 15 Directive (EU) 2019/790.
- (4) If the entitled party grants rights it has granted to Corint Media GmbH by this rights management contract to third parties for non-commercial use, it is obligated to notify Corint Media GmbH of this grant of rights to third parties for non-commercial use at least 30 days before the beginning of use without having to be prompted to do so. The entitled party is obligated to provide Corint Media GmbH with all the facts relevant for distribution without delay so that Corint Media GmbH can consider the grant of rights of use for the non-commercial use in the distribution process and make the corresponding deductions. If the scope of the rights of use granted to third parties for non-commercial use results in Corint Media GmbH no longer being in a position to manage the rights economically, Corint Media GmbH may desist from any further management of such rights for the entitled party.

### **Article 2 – Exercise of rights**

Corint Media GmbH exercises the rights granted to it by the entitled party in its own name. It is authorised to completely or partially grant these rights to third parties as trustees or for exploitation purposes, to utilise the rights, to receive and acknowledge consideration for the use of the rights, to prohibit and prosecute unauthorised acts and exploitations and to assert these rights in its own name before the courts.

### **Article 3 – Information requirements**

- (1) In fulfilment of its obligations pursuant to section 53 (1) No. 1 VGG [German Collective Management Organisations Act], Corint Media GmbH refers the entitled party to the rights due to the entitled party pursuant to sections 9 to 12 VGG (see Annex) and the previously mentioned conditions under B. Article 1 (4) pursuant to section 11 VGG. In order to fulfil the obligation pursuant to section 53 (1) No. 2 VGG to provide information on deductions from the revenue generated from the rights, including deductions to cover the administrative costs, Corint Media GmbH refers the entitled party to the provision governing the case of first-time enforcement of new types of exploitation rights/remuneration rights and the details on administrative costs in the current annual transparency report which is published on the website of Corint Media GmbH (<https://www.corint-media.com>).
- (2) Throughout the term of the contract, the entitled party is obligated to provide Corint Media GmbH with any information required for the management of rights. The entitled party agrees that their details shall be stored, processed and distributed electronically, but only within the framework of the purpose of this contract.

### **Article 4 – Distribution of revenues**

- (1) The distribution to the entitled party shall be made on the basis of the distribution plans of Corint Media GmbH. The distribution shall be made no later than nine months after the end of the business year in which Corint Media GmbH received the respective amounts. This does not apply in the event that Corint Media GmbH is prevented from carrying out the distribution for factual reasons.
- (2) Upon receipt of the payout amount, the entitled party waives its own claims and entitlements against Corint Media GmbH and indemnifies Corint Media GmbH against any third-party claims within the scope of the rights granted under the rights management contract provided that the calculation of the payout amount has been correctly made on the basis of the distribution plan. The waiver and the indemnification shall only apply to claims and entitlements based on a grant of rights which is invalid, encumbered with third-party rights or otherwise defective. At the same time, the entitled party affirms that it has not granted the rights pertaining to this payout in any other form, particularly not one preceding in time, and is not going to assert the rights pertaining to this payout. Corint Media GmbH reserves the right to offset amounts paid contrary to the distribution plan against future payout credit balances.
- (3) In order to ensure fairness in the distribution process, Corint Media GmbH may, in individual cases, share the costs of managing and enforcing the rights proportionately with the entitled party in advance. This requires that the rights to be managed are novel rights of use and/or remuneration entitlements which can only be enforced for the first time with considerable effort. The allocation of the costs to be proportionally borne by the entitled party shall be made based on the corresponding application of the distribution plan. Amounts that have been overpaid shall be reimbursed by Corint Media GmbH within a month, after the respective annual financial statement has been issued and without the need to be prompted.

## **Article 5 – Indemnification**

Insofar as Corint Media GmbH issues indemnifications to third parties on the basis of the notifications submitted by the entitled party or on the basis of other data underlying the distribution, such a statement of indemnification is deemed to be agreed also in the relationship between Corint Media GmbH and the entitled party.

## **Article 6 – Termination / Term of the contract**

- (1) This contract is concluded for an indefinite period.
- (2) The contracting parties may terminate the contract or individual rights granted by giving three months' notice before the end of the calendar year. If the termination for individual rights granted results in Corint Media GmbH no longer being in a position to manage the rights economically, Corint Media GmbH may desist from any further management of such remaining rights for the entitled party. The right to terminate this contract for good cause remains unaffected.
- (3) Any termination of this contract must be in writing.
- (4) With termination of the contract, the contractual rights revert to the entitled party without any special reassignment being required. However, in order to avoid disruption of the existing licence agreements with rights users, the reversion of copyright and neighbouring rights must be settled in such a way that the rights users whose licence agreements were concluded prior to the termination of this rights management contract and continue to be in effect beyond the date of the expiry of the rights management contract remain entitled to use them until the next possible date of termination of the licence agreement by Corint Media GmbH. Corint Media GmbH shall, upon its request, inform the former entitled party regarding the respective next possible termination date of the existing user agreements.
- (5) The entitlements of the entitled party vis-à-vis Corint Media GmbH from this rights management contract shall fall under the statute of limitations after 2 years; the provisions of the BGB [German Civil Code] shall apply to the calculation of the limitation period.
- (6) Remuneration still attributable to the former entitled party shall be settled in accordance with the provisions of the distribution plan of Corint Media GmbH. The entitled party has a direct entitlement vis-à-vis Corint Media GmbH for the remuneration still attributable to it.

## **Article 7 – Complaints procedure**

- (1) The entitled party may, in text form, address complaints to Corint Media GmbH concerning, in particular, the admission and termination of the rights management or the withdrawal of rights, the conditions for membership and the terms and conditions of management, the collection, administration and distribution of the revenue generated from the rights or the deductions from revenue generated from the rights. In

addition to a statement of the facts on which the complaint is based, the complaint should also include all documents required for an assessment of the complaint.

- (2) Corint Media GmbH shall decide on a complaint within eight weeks upon receipt of the complete documentation. If Corint Media GmbH does not remedy a complaint, it shall provide the grounds for its decision in text form.

### Article 8 – Final provisions

- (1) If any provision of this contract is or becomes void and/or unenforceable in whole or in part, the effect and viability of the remaining provisions shall remain unaffected. Any invalid or unenforceable provision shall be replaced by a valid and enforceable provision which comes as close as possible to the economic content of the invalid or unenforceable provision. The same shall apply to lacunae in the contract.
- (2) Insofar as previous rights management contracts have been concluded, they shall be replaced by this present rights management contract.
- (3) Amendments and supplements to this contract must be in writing in order to be valid. This shall also apply to the waiver of the written form requirement.
- (4) The place of jurisdiction is Berlin, Germany.
- (5) This contract shall be governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of the provisions of German private international law.

.....

Place, date

.....

Place, date

.....

Entitled party

.....

Corint Media GmbH

*Annex: Excerpt from the VGG (Sections 9-12)*

**Excerpt of the German Collective Management Organisations Act (VGG), sections 9-12, information requirements and obligations pursuant to section 53 (1) No. 1 VGG:**

**Section 9 – Obligation to manage**

The collective management organisation shall be obliged, at the request of the rights holder, to manage rights of his choice in types of works and other subject matters of his choice, in territories of his choice if

1. the rights, the works and other protected subject matter as well as the territories are part of the fields of activity of the collective management organisation and
2. there are no objective reasons to preclude the management.

The conditions under which the collective management organisation manages the rights of the entitled person (conditions of management) shall be reasonable.

**Section 10 – Consent to management**

Where a collective management organisation manages copyright or related rights under a contractual arrangement with the rights holder, it shall obtain the consent of the rights holder to manage each individual right and shall evidence such consent in documentary form. The arrangement shall be made in text form, also insofar as rights are granted in future works.

**Section 11 – Non-commercial use**

The collective management organisation shall lay down conditions under which the entitled person may grant any person the right to use its works or other subject matters for non-commercial purposes, even if it has granted or transferred authorisation for the management of the rights in them to the collective management organisation.

**Section 12 – Termination of management; withdrawal of rights**

- (1) The collective management organisation shall lay down in the conditions of management that the entitled person, upon serving reasonable notice not exceeding six months, may terminate the management relationship as a whole or may withdraw from the collective management organisation rights of his choice in types of works and other subject matters of his choice, for territories of his choice in each case.

- (2) The conditions of management may stipulate that such termination of the management relationship or withdrawal of rights shall not take effect until the end of the financial year.
- (3) The collective management organisation shall continue to collect, manage and distribute the rights revenue under the general provisions even if the entitled party is entitled to rights revenue
  - 1. for usages in a period before the rights representation relationship had been effectively terminated or the withdrawal of rights had entered into force, or
  - 2. arising from a right of use which the collective management organisation granted before the termination of the management relationship or the withdrawal of rights took effect.

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