

*A. Da. Perreira
para argumentar
2/8/85*

AGREEMENT made between Japanese Society for Rights of Authors, Composers and Publishers (hereinafter called "JASRAC" or "Contracting Society") whose registered office is at JASRAC House, 7-13, 1-chome Nishishimbashi, Minato-ku, Tokyo 105, of the one part, and Associação Defensora de Direitos Autorais Fonomecânicos (hereinafter called "ADDAF" or "Contracting Society") whose registered office is at Rua da Quitanda Nº 194 - 10º andar, Rio de Janeiro, CEP 20091, Brazil of the other part,

WHEREBY IT IS AGREED AS FOLLOWS:

- (1) By the present Contract each Contracting Society entrusts to the other Contracting Society, for the latter's territory, the control of the right hereafter defined.
- (2) The right referred to above means the lending to the public of recordings and mechanical reproductions, in the territory of each Contracting Society, of the works of the repertoire of the other Contracting Society.
- (3) The repertoire of each Contracting Society comprises those dramatico-musical and musical works with or without words, in respect of which the owners of the lending right have entrusted or may entrust to it the administration of the right during the term of the present Contract.
- (4) The lending right which is the subject of the present Contract shall apply to all recordings and mechanical reproductions with the exception of graphic reproductions.
- (5) The control of the right referred to hereinabove includes the licensing of the lending, collecting of license fees and receiving any compensations related to the lending, commencing, pursuing or maintaining any legal action against any infringement of the said right, and taking any other necessary actions for the protection of the said right.

26015
Associação Defensora de Direitos Autorais Fonomecânicos
Per

II

Each Contracting Society shall notify the other Contracting Society in writing of any limitation or reserve regarding the composition of its repertoire or its right of control.

III

- (1) The territory of JASRAC is: JAPAN.
- (2) The territory of ADDAF is: BRAZIL

IV

In all cases where a global royalty is collected each Contracting Society shall determine the share applicable to the works of the repertoire of the other Contracting Society in accordance with the same rules as it applies to the works of its own repertoire.

V

The share division among interested parties of the royalties accruing from the lending shall be the same as the one applied to the royalties for phonorecords.

VI

Each Contracting Society may deduct the following rate of commission from the gross sums collected or received in performance of the present Contract:

JASRAC
25%

ADDAF

VII

Each Contracting Society shall have the right to examine any of the operations of the other Contracting Society regarding the performance of the present Contract.

VIII

The present Contract shall be for the period of one (1) year from the second day of June, 1984 and shall continue thereafter automatically unless or until terminated at the end of the said or any subsequent one-year period, by either Contracting Society giving written notice to the other party of such termination not less than sixty (60) days prior to the effective date thereof.

IN WITNESS WHEREOF, the Contracting Societies have executed this Agreement in duplicate by their duly authorized representatives.

In Tokyo

on July 24, 1985

for and on behalf of

Japanese Society for Rights of
Authors, Composers and Publishers



Yasushi Akutagawa
President

In Rio de Janeiro

on July 10, 1985

for and on behalf of

Associação Defensora de
Direitos Autorais Fonomecânicos



DALTON VOGELER
President