



**CONTRACT OF RECIPROCAL REPRESENTATION
(Mechanical Performing Right)**

Between the undersigned:

The **ADDAF**, ASSOCIAÇÃO DEFENSORA DE DEREITOS AUTORAIS FONOMECANICOS, whose registered office is at Rua Visconde de Inhaúma, 134 -3º andar, Salas 314, 315 y 318 a 321, Río de Janeiro, Brazil, represented by its President, Mr. **DALTON VOGELER**, especially authorized for the purposes of the present contract, of the one part; and

The **SCD**, SOCIEDAD CHILENA DEL DERECHO DE AUTOR, whose registered office is at Condell N°346, Providencia, Santiago de Chile, represented by its Director General, Mr. **SANTIAGO SCHUSTER VERGARA**, especially authorized for the purposes of the present contract, of the other part; hereinafter the "contracting Societies"

IT IS AGREED AS FOLLOWS:

ARTICLE I

- 1) By virtue of the present contract, each of the contracting Societies assigns to the other for its territory of exploitation (as defined and delimited in Article III hereafter) the management of the rights hereafter defined.
- 2) The management of the rights mentioned above comprises recording and mechanical reproduction in the respective territories of exploitation of the contracting Societies of works of the repertoire of the other Society, as well as the putting into circulation in any form and in any place of recordings and copies so reproduced.
- 3) The repertoire of the contracting Societies comprises literary, dramatic, dramatico-musical and musical works with or without text, in respect of which the owners of the recording and mechanical reproduction rights have entrusted the Societies concerned with the control of these rights or will do so within the duration of this agreement.
- 4) The recording and mechanical reproduction rights covered by this agreement apply to all forms of recording and reproduction with the exclusion of graphic reproduction.

ARTICLE II

Each contracting Society shall notify the other in writing of any limitation or reserve in the composition of its repertoire and its rights of administration.



ARTICLE III

For the purposes of the implementation of the present contract:

- 1) The territory of exploitation of **ADDAF** comprises: the Federative Republic of Brazil.
- 2) The territory of exploitation of **SCD** comprises: the Republic of Chile.

ARTICLE IV

- 1) In all cases where block-sum licenses are collected, each Society shall determine the share due to the works of the other Society's repertoire in accordance with the rules applicable to its own repertoire.
- 2) Where such a block-sum license covering performing and mechanical rights is collected from radio-television organizations, the collecting Society shall allocate at least one third of this block-sum license to mechanical rights as remuneration for all recordings made by those organizations.

ARTICLE V

Each contracting Society undertakes to supply regularly to the other Society the documentation necessary for carrying out this agreement.

ARTICLE VI

- 1) Each contracting Society will carry out the distribution of the amounts collected on behalf of the other within the same term as it does for its own repertoire, in the form of liquidation according to the documentation provided in virtue of the preceding Article V.
- 2) Each of the contracting Societies undertakes to complete the work for the distribution of the other's repertoire not later than two months after the completion of the work of distribution for its own repertoire.
- 3) The amounts due to each Society are payable as soon as the collecting Society knows the results of the distribution. Therefore, the collecting Society shall, without delay, transfer the amounts due to the other Society.

ARTICLE VII

1) On the gross amounts of the collections made in carrying out the present Contract the contracting Societies shall apply the following rates of commission:

	SCD	ADDAF
Phono	15%	15%
Radio-Television	15%	15%

The above mentioned rates of commission have been evaluated by mutual agreement between the parties as corresponding to real expenses.



- 2) The rates of commission relating to collections accruing from other sources will be a matter for mutual agreement between the contracting Societies.
- 3) In the case of a single Society administering the public performance right as well as the mechanical reproduction right, the administration costs of one of such rights shall not be covered by all or a part of the deductions carried out by way of administration costs of the other right.

ARTICLE VIII

Each of the contracting Societies is entitled to check all operations of the other Society which have a bearing on the carrying out of this contract.

ARTICLE IX

The present Contract is subject to the provisions of the BIEM Statutes and to the decisions taken by the competent organs of BIEM in applying them.

ARTICLE X

The present Contract is concluded for a one year period from to January 1, 2000 until December 31, 2000. It is renewable by tacit consent for periods of one year unless notice be given by registered letter with acknowledgement of receipt six months before the end of the current period.

Executed in good faith, in the same number of copies as there are parties to this Contract, including intervening parties: one copy in the possession of **ADDAF** and one copy in the possession of **SCD**.

In Santiago de Chile
on February, 22, 2000
For **SCD**

In Rio de Janeiro
on
For **ADDAF**

SANTIAGO SCHUSTER VERGARA
DIRECTOR GENERAL

DALTON VOGELER
PRESIDENT

Autorizo la firma de don SANTIAGO SCHUSTER VERGARA, C.I. Nº 5.897.960-0, en representación de la SOCIEDAD CHILENA DEL DERECHO DE AUTOR. Santiago, 27 de Junio del 2000.DCM



ESTUDIOS

239 Ofício de Notas MATRIZ - Notário: GUIDO MACIEL
Av. Nilo Pecanha, 26 3º andar - B - Tel.: 533-5500 Reconhecimento nº 000002536696
Reconheço por semelhança a(s) firma(s): DALTON VIEIRA GOMES

Rio de Janeiro, 18 de Julho de 2000 às 16:08. Em Testemunho da verdade.
ZELINA MARIA DOS SANTOS PEREIRA CUNHA-AUTORIZADO-RFO
UFIR 43,12 P/Firma 0,7573 P/Proc.Dados 0,0587-Total R\$ R\$ 2,47



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239 Ofício de Notas
Zelina Maria dos Santos Pereira Cunha
Escritório de Notas
C/Es

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**ADDITIONAL CLAUSES
(Contract of Reciprocal Representation)
(Mechanical Reproduction Rights)**

ARTICLE I

SCD and **ADDAF** expressly state that the administration of the rights set out in Article I, paragraph 2), of the contract of reciprocal representation for mechanical reproduction rights, subscribed between both contracting Societies on this date, involves the power of **SCD** to retroactively collect all which can be due to **ADDAF** by such concept.

ARTICLE II

SCD makes express reservation that Article IV, paragraph 2), of the contract of reciprocal representation for mechanical reproduction rights, subscribed between **ADDAF** and **SCD** on this date, is not applicable to **SCD** since **SCD** does not grant any licenses by way of mechanical reproduction rights, as remuneration of the recordings carried out by the radio-television organizations.
SCD hereby undertakes to inform immediately **ADDAF** as soon as it is in condition to carry out such collections from the said organizations.

Executed in good faith, in the same number of copies as there are parties to this Contract, including intervening parties: one copy in the possession of **ADDAF** and one copy in the possession of **SCD**.

In Santiago de Chile
on February, 22, 2000
For **SCD**

In Rio de Janeiro
on
For **ADDAF**

**SANTIAGO SCHUSTER VERGARA
DIRECTOR GENERAL**

**DALTON VOGELER
PRESIDENT**

Autorizo la firma de don **SANTIAGO SCHUSTER VERGARA**, C.I. Nº 5.897.960-0, en representación de la **SOCIEDAD CHILENA DEL DERECHO DE AUTOR**. Santiago, 27 de Junio del 2000.DCM



ESTUDIOS



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239 Ofício de Notas-MATRIZ- Notário:GUIDO MACIEL
Av. Nilo Peçanha, 26 3º andar - RJ-Tel :533-5500 Reconhecimento nº 000 023166
Reconheço por semelhança a(s) firma(s): DALTON VOGELER GOMES

23.º OFÍCIO
SECRETARIA
CTPS 1



Rio de Janeiro, 17 de Junho de 2000 às 17:06. Em Testemunho da verdade. X
ZELINA MARIA DOS SANTOS PEREIRA CUNHA-AUTORIZADO-RFO
UFIR 43.12 P/Firma 0.0573 P/Proc.Dados 0.0587-Total R\$ #2,47 (T:003)

