AGICOA
THE RIGHTS PEOPLE

DECLARATION OF RIGHTS ON WORKS - MANDATE

Mandatory data with asterisk

Kindly read the AGICOA Registration and Declaration Rules, Privacy Policy and Cookies Policy before signing the present form

IRRIS Web, the Web declaration portal, is available to update and check your data

1) *Declarant full Company name (if legal entity) or first name and last name (if natural person)
   - If natural person: Ms ☐ Mr ☐
     first name _____ last name _____
   - If legal entity: _____ full company name

2) *AGICOA Declarant identification number _____

3) If applicable, dependent Rightsholder full company name (if legal entity) or first name and last name (if natural person)
   - If natural person: Ms ☐ Mr ☐
     first name _____ last name _____
   - If legal entity: _____ full company name

4) AGICOA dependent Rightsholder identification number _____

5) *Original title of the Work related to the rights declared herein *- kindly attach the related "Declaration of a Work" form* _____

6) *Grant of Mandate(s) to AGICOA

☐ The Declarant hereby confirms that it holds or manages the rights expressed below (hereinafter "the Rights") for the General Mandate and, if applicable, for the Voluntary Mandate.

6.1) ☑ *General Mandate (mandatory):
The Declarant hereby exclusively authorizes/mandates AGICOA to grant or refuse authorization and to collect remuneration for the following exploitations of the Work, as part of AGICOA's repertoire, included in television programs intended for the reception by the public:
6.1.1. Simultaneous, full, unchanged and continuous retransmission by cable, satellite or by any similar means;
6.1.2. The intervention by satellite package providers, cable distribution platforms or other comparable distribution platforms in the communication to the public;
6.1.3. Communication to the public by hotels, hospitals, homes for elderly, prisons and other similar establishments;
6.1.4. Recording for (non-commercial) educational purposes by educational institutions in specific countries as approved from time to time by the Administrative Board.

6.1.5. Kindly fill in your General Mandate Rights details in the table below:

Territory	Language Version	Channels	% of Rights	Period of Rights		Period of Validity	
				From	To	From	To
☐ **Worldwide**							
☐ **Albania**							
☐ **Algeria**							
☐ **Australia**							
☐ **Austria**							
☐ **Belgium**							
☐ **Bosnia-Herzegovina**							
☐ **Bulgaria**							
☐ **Canada**							
☐ **China**							
☐ **Croatia**							
☐ **Cuba**							
☐ **Cyprus**							

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Territory	Language Version	Channels	% of Rights	Period of Rights		Period of Validity	
				From	To	From	To
☐ Czech Republic							
☐ Denmark							
☐ Estonia							
☐ Finland							
☐ France							
☐ Georgia							
☐ Germany							
☐ Greece							
☐ Hungary							
☐ Iceland							
☐ India							
☐ Israel							
☐ Italy							
☐ Kosovo							
☐ Latin America[1]							
☐ Latvia							
☐ Lithuania							
☐ Luxembourg							
☐ Macedonia							
☐ Moldova							
☐ Montenegro							
☐ Morocco							
☐ New Zealand							
☐ Norway							
☐ Poland							
☐ Portugal							
☐ Rep. of Ireland[2]							
☐ Romania							
☐ Russia							
☐ Serbia							
☐ Slovakia							
☐ Slovenia							
☐ South Africa							
☐ Spain							
☐ Sweden							
☐ Switzerland							
☐ The Netherlands							
☐ Tunisia							
☐ Turkey							
☐ Ukraine							
☐ United Kingdom[3]							
☐ United States							
☐ Other (specify)							

([1]Latin America = Argentina, Belize, Bolivia, Brazil, Chile, Colombia, Costa Rica, Ecuador, El Salvador, French Guiana, Guatemala, Guyana, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Suriname, Uruguay, Venezuela) – ([2]Rep. Of Ireland = Payments are grouped together with those of Northern Ireland) - ([3]United Kingdom = England, Northern Ireland, Scotland, Wales)

6.1.6. Kindly indicate the restrictions to the General Mandate, if any:

6.2) ☐ Voluntary Mandate *(optional – kindly tick if you wish to grant AGICOA a Voluntary Mandate*):

6.2.1 The Declarant hereby exclusively authorizes/mandates AGICOA, under the same scope as described in section 6.1.5 above, to grant or refuse authorization and to collect remuneration for the communication, including making available, to the public, and/or the reproduction of the Work as part of the AGICOA repertoire included in the television programs transmitted as part of linear or non-linear (on-demand) audiovisual media services, as listed and approved from time to time by the Administrative Board. To this date, it shall include:

- ☐ Catch-up TV;
- ☐ TV Start from the beginning;
- ☐ Pause and Resume;
- ☐ Preview TV;
- ☐ TV Everywhere via any device, including without limitation tablets, smartphones, laptops or PCs;
- ☐ In-Home via any device, including without limitation tablets, smartphones, laptops or PCs within the home of the subscriber;
- ☐ Set Top Box to Set Top Box streaming (multi-room);
- ☐ Network Personal Video Recorder (NPVR);
- ☐ Communication to the public in bars, cafes and other public areas.

6.2.2 Kindly indicate the restrictions to the Voluntary Mandate, if any:

6.3. The Declarant may use its rights or grant anybody licenses for the use of any of its rights on its Work, provided that such uses are for non-commercial purposes only, with exception to the right granted under section 6.1.4 above.

7) Terms and Conditions of the Mandate

The "Mandate" shall mean the General Mandate, or the General Mandate and the Voluntary Mandate if any, and any subsequent updates thereof (including in paper form and/or electronically).

7.1) General Mandate

7.1.1 By submitting a Declaration of Rights on Works - Mandate, the Declarant grants AGICOA a General Mandate as described in section 6.1 above.

7.1.2 In case there are restrictions to the scope of the General Mandate, they shall be as explicitly described in section 6.1.6 above.

7.2) Voluntary Mandate

7.2.1 On a voluntary basis, the Declarant, in addition to the General Mandate, may grant to AGICOA, by ticking this option in section 6.2 above, a Voluntary Mandate as described in section 6.2. above.

7.2.2 In case there are restrictions to the scope of the Voluntary Mandate, they shall be as explicitly described in section 6.2.2 above.

7.3) AGICOA's General Attributions

7.3.1 In order to achieve AGICOA's purpose, the Declarant hereby authorizes AGICOA to perform the activities as described in Article 3(5) of the By-Laws.

7.3.2 The territorial scope and duration of the Mandate conferred to AGICOA are as authorized by the Declarant in section 6.1.5. above.

8) Governing Rules

Without prejudice to the provisions contained herein, the Declarant hereby acknowledges having read and accepted the terms and conditions set forth in AGICOA's Governing Rules, which constitute an integral part of this Mandate, including, but not limited to, AGICOA's By-Laws, Registration and Declaration Rules, Distribution Rules, General Regulations, Conflicts Rules, Privacy Policy, Cookies Policy, general policies and other regulations approved by the General Assembly or the Administrative Board, as amended from time to time and made available on AGICOA's public web site, IRRIS Web or from AGICOA's Portfolio Managers.

In particular, it is understood that the AGICOA General Policy on Deductions from Royalties and from Any Income Arising from the Investment of Royalties shall be applicable to all royalties collected for the rights on works declared.

9) Warranties and Liabilities

9.1 The Declarant hereby confirms and warrants that it is the holder of or legitimate claimant authorized to manage the exclusive rights subject to the present Mandate and/or the remuneration rights arising therefrom, being entitled to claim the royalties collected by AGICOA. The Declarant shall declare only those works that are defined as AGICOA repertoire in Article 7(1) of the AGICOA Distribution Rules, and further confirms that the Work hereby declared with AGICOA is compliant with said definition.

Should the Declarant receive royalties from AGICOA for the Work declared in this form but not deemed to fall within the AGICOA repetoire (Art. 7(1) of the AGICOA Dictribution Rules), the Declarant shall return said royalties to AGICOA.

9.2 The Declarant represents and warrants that it has the full power to mandate AGICOA for the attributions contained herein.

9.3 The Declarant receiving payments of royalties from AGICOA must hold AGICOA harmless and indemnify it with respect to all actions, proceedings, costs, damages, expenses, claims and demands which are brought, threatened or made by any third party, including without limitation Rightsholders, represented by or being in any other contractual relationships with them, upon or against AGICOA in respect of said payments.

10) Withdrawal and Termination

10.1 The Declarant is allowed to withdraw any of the rights subject to the Mandate granted herein, for the territories of its choice, upon serving a reasonable notice, or to terminate the Mandate, at any time, upon serving a two (2) months' prior written notice. For the sake of clarity, termination of the General mandate shall automatically trigger termination of the Voluntary Mandate. Termination of the Voluntary Mandate has no automatic effect on the validity of the General Mandate unless otherwise determined by the Declarant. The Declarant shall retain rights for amounts collected by AGICOA and due to such Declarant before the withdrawal or termination took effect.

10.2 AGICOA is entitled to immediately terminate the Mandate, for good cause including, without limitation, bankruptcy or objectively justified suspicion of fraud.

10.3 In the event of the termination by AGICOA of the Mandate, the Declarant waives any claim against AGICOA unless the Declarant proves that AGICOA willfully or grossly negligently infringed the Declarant's rights.

11) Miscellaneous

11.1 If a provision of the Mandate is or becomes invalid or unenforceable, in whole or in part, this shall not affect the validity and enforceability of the remaining provisions hereof. Each invalid or unenforceable provision shall be replaced as soon as AGICOA becomes aware of it.

11.2 This Mandate shall exclusively be governed by the laws of Switzerland. The place of jurisdiction shall be Geneva, Switzerland.

11.3 This Mandate comes into effect from the date of its signature as indicates below.

Kindly note that the signature of this document involves the acknowledgment of and agreement to the following:

- **The Declarant confirms having read and accepted the present terms and conditions.**
- **The Declarant declares that the foregoing is true, correct and complete.**
- **The Declarant understands that knowingly making any false or fraudulent Declaration may be punishable by fines and/or imprisonment according to the Swiss Criminal Code.**
- **If AGICOA needs to provide proof of its entitlement in any country, the Declarant hereby authorizes AGICOA to use, at any time, its authorized signature, as provided to AGICOA, on any relevant extract of the Registration or Declaration submitted to AGICOA in paper form or electronically, as modified from time to time.**
- **By signing this Declaration form, the Declarant hereby confirms having read and accepted the AGICOA Registration and Declaration Rules, Privacy Policy and Cookies Policy and represents and warrants that it is entitled to make this Declaration.**
- **Where AGICOA transfers the personal data provided by the Declarant in accordance with the AGICOA Privacy Policy for processing by third parties, including outside of Switzerland, the Declarant hereby consents to AGICOA's transferring of this data to such third parties, whether located in or outside of Switzerland.**
- **The Declarant hereby expressly authorizes AGICOA and/or any entity authorized by AGICOA, to use information provided by such Declarant, whether personal or not, in AGICOA's automated systems (such as the Rights Royalty Information System (IRRIS)).**

*Full name of the Declarant	
*Signature	
*Full name and title of the authorized signatory if signed on behalf of a Declarant legal entity	
*Date	