

# Membership Declaration

Publisher

Company name ("Publisher"): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Company registration number: \_\_\_\_\_ Country: \_\_\_\_\_

VAT number: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ www: \_\_\_\_\_

On behalf of Publisher the undersigned declare to be aware of the Articles of Association of Koda, and Publisher hereby enter into a legally binding agreement with Koda regarding the management of Publisher's rights as described on the following pages.

Date: \_\_\_\_\_ Place: \_\_\_\_\_

Title: \_\_\_\_\_ Full name: \_\_\_\_\_

Signature: \_\_\_\_\_

## Bank details

Bank name: \_\_\_\_\_ Bank address: \_\_\_\_\_

Registration number: \_\_\_\_\_ Account number: \_\_\_\_\_

SWIFT/BIC: \_\_\_\_\_ IBAN: \_\_\_\_\_

ABA/Routing: \_\_\_\_\_

# Agreement on management of rights

## Transfer of the exclusive administration right

I hereby grant exclusive authorisation to Koda to administer the public performance rights of my works as well as the exclusive right to administer all my sound recording rights (the rights to record the works on recording devices capable of reproducing them such as records, compact-discs, tapes, videos, sound films or any similar present or future device).

The transfer of rights does not include the right in dramatico-musical performances of operas, musical comedies, musicals, ballets, pantomimes, and revue-theatre performances.

The transfer of rights gives Koda the authorisation, on behalf of me and my inheritors, to protest against any infringement of these rights in my works and to take any measure in fact or in law, which might prove necessary in order to protect these rights.

The transfer of rights moreover entitles Koda to let a third party represent part or all of the rights in question, in Denmark as well as in the rest of the world.

## Categories of rights

A member has the right to limit Koda's authorisation, restricting Koda to manage specific categories of rights. Koda operates with the following categories of rights:

1. General public performance
2. Broadcasting
3. Online (except broadcast)
4. Phono-mechanical
5. Audio-visual-mechanical
6. Synchronisation

Furthermore, it is possible to divide the management of rights on a geographic level.

Should a member wish to restrict or terminate Koda's authorisation to manage the rights in one or more of the aforementioned categories, this can be done in connection with the membership registration or with six months' notice to the end of Koda's financial year.

## Included works

The transfer of rights applies to all my existing and possible future musical compositions with or without lyrics. In the event that there are works as to which I already have granted prior authorisation of the rights covered by this agreement, Koda is entitled to request that I submit all information and all documents which may prove necessary in order to establish the extent of such arrangements.

## Documentation and notification

It is my responsibility to supply Koda with a list of my existing works and to supplement this list with information of my new works as soon as they have been created. I furthermore agree to supply Koda with all the information of my works necessary to Koda in connection with collection, registration and distribution.

If the occasion should arise, I am obliged to document that I own or represent the rights in the works, which I have notified to Koda, and that all necessary permissions from other rightsholders have been obtained. I acknowledge that according to Koda's Articles of Association, I am only entitled to receive distributions for correctly notified works.

# Agreement on management of rights

## Distribution of royalties

I acknowledge that I, without exception, am subject to Koda's rules concerning the distribution of royalties yielded by the administration of rights pursuant to this agreement. This applies not only to the rules in Koda's Articles of Association but also to any decision made in this regard by Koda's Board of Directors.

## Publishing agreements

To the extent that the Articles of Association of Koda and the conditions of the present agreement allow me to transfer or acquire shares of royalties by a publishing agreement, Koda must be notified immediately. Any such publishing agreement must explicitly mention that collection and distribution of royalties must be administered by Koda or by societies co-operating with Koda.

## Transfer of the rights

When I die, the successors to my rights are under the obligation to respect this membership declaration in the same way as I am. Should my rights descend to two persons or more, they shall be obliged to nominate one representative representing the successors collectively in relation to Koda. This representative will receive all distributions from Koda.

Moreover, I acknowledge that Koda only distributes to members who have composed, written or published the works covered by the administration of rights. I am therefore precluded from transferring the right to receive distributions from Koda to a third party, apart from consideration deriving from publishing agreements entered into with publishers being members of Koda or of one of Koda's foreign sister societies.

## Non-commercial uses

Regardless of the authorization to Koda, a member has the right to grant licenses for non-commercial uses of any rights, categories of rights or types of works and other subject matter that they may choose. Considering a just and appropriate administration, Koda Board of Directors decides the guidelines on how non-commercial use is to be defined and understood as well as defining the categories of rights, types of works and other subject matter. These guidelines are published on Koda's website.