



## **Agreement on self-management of synchronisation rights**

When you become a member of KODA/NCB, you assign the exclusive management of the rights to public performance, recording, and reproduction of your musical works to KODA/NCB. This means that as a member of KODA/NCB you cannot manage these rights yourself. However, KODA/NCB allows its members to choose to manage most of their synchronisation rights themselves on the following terms and conditions:

1. The right to self-management apply to synchronisation rights only, which means the right to synchronise (“sync”) music together with images.
2. Self-management applies to the synchronisation right of all types of productions and areas of usage, except for commissioned TV productions; in such cases synchronisation rights are still managed exclusively by NCB. In this context, commissioned productions (“entrepriseproduktioner”) means productions that are produced by a third party by commission for a TV station and where all rights to the production in question are transferred to the TV station.
3. Self-management also includes the synchronisation rights of reproduction – with a view to promotion, consumer sales, rental, or similar – of the productions mentioned in item 2.
4. Self-management includes the synchronisation rights to commissioned musical works as well as to existing musical works.
5. Self-management of synchronisation rights may be chosen for either all works by the member or for works that fall within the scope of one or more of the member’s publishing contracts.
6. An agreement on self-management applies only to the signing member's own rights. Works with multiple rightholders may be subject to self-management for one rights holder’s share in the work while the synchronisation rights pertaining to the shares held by other rightholders continue to be managed by NCB.
7. Self-management applies only to synchronisation rights. The rights of recording, rights of reproduction, and rights to public performances do not fall within the scope of self-management.

8. The agreement on self-management of synchronisation rights is only concluded when KODA has confirmed the agreement in writing.
9. The member's self-management of synchronisation rights applies to all synchronisations that take place after KODA has confirmed the agreement, provided always that the production in question falls within the scope of such self-management, cf. sections 2 and 3.
10. When choosing self-management of synchronisation rights the member is responsible for giving the producer permission to carry out synchronisation using any and all works that fall within the scope of such self-management, and the member is also responsible for controlling and collecting remuneration from the said producer.
11. The member must inform the producer that the agreement on synchronisation entered into between the producer and member does not apply to commissioned TV productions. The member must also inform the producer that the agreement on self-management exclusively concerns the synchronisation rights, which means that it does **not** include public performances or reproduction for promotion, sale, rental or similar aimed at consumers.
12. Agreements on synchronisation between the member and a producer must state that the producer is under an obligation to contact NCB if the production is to be reproduced with a view to promotion, sale, rental or similar aimed at consumers.
13. The member must inform NCB, in writing and at the earliest opportunity, about any agreements entered into with producers on synchronisation of works that fall within the scope of self-management. The information provided must include the name of the producer, the title of the production, and the title of the work(s) in question. Providing such information will help ensure that NCB has the best possible basis for managing the rights of any reproduction of the production in question.
14. The member continues to be bound by the earlier signed membership declaration. Thus it constitutes a breach of the membership declaration if the member engages in self-management of rights to public performance, recording rights, and reproduction rights that do not fall within the scope of this agreement on self-management or other agreements the member may have entered into with KODA on the self-management of certain rights. KODA/NCB may impose sanctions in the event of such breach.
15. Notwithstanding this agreement the member remains a member of KODA/NCB with regard to all rights to public performances, recording, and reproduction. If at some point the member should wish to once again let NCB manage the synchronisation rights included in this agreement, the agreement may be terminated in writing at one month's notice to the end of the following calendar month.

\*\*\*\*\*

I hereby request the right to manage my synchronisation rights myself. Self-management will apply to:

All my works

The works covered by **all** my contracts with the following music publishers:

\_\_\_\_\_  
Music publisher

\_\_\_\_\_  
Music publisher

\_\_\_\_\_  
Music publisher

The works covered by **some** of my contracts with the following music publishers:

\_\_\_\_\_  
Agreement designation (name, number or similar)      Music publisher

\_\_\_\_\_  
Agreement designation (name, number or similar)      Music publisher

\_\_\_\_\_  
Agreement designation (name, number or similar)      Music publisher

I accept the above terms and conditions on self-management of synchronisation rights:

Name: \_\_\_\_\_

CPR/social security no.: \_\_\_\_\_

Membership no.: \_\_\_\_\_

Date and signature: \_\_\_\_\_