



NVO Organizacija za zaštitu prava
autora muzike Crne Gore - PAM CG

Dr Vukašina Markovića 110-112,
81000 Podgorica; tel/fax: +382 20 291 035
www.pam.org.me; office@pam.org.me
PIB: 02453614; PDV: 30/31-05014-5
Žiro račun: 510-11221-36

No.

1. NGO Organisation for the Protection of Rights of Music Authors of Montenegro - PAM CG ("PAM CG") duly represented by Vasilije Raicevic, PAM Executive Director, and

2. _____

Address: _____

Tel/Fax: _____ e-mail: _____

Account No. _____ Tax ID: _____ VAT: _____

Represented by: _____ ID/Passport No. _____,

hereinafter referred to as 'User' hereby enter into an

AGREEMENT
on
non-exclusive assignment of the rights of use of musical works
from PAM CG repertory

Article 1

This Assignment Agreement shall govern mutual rights and obligations of PAM CG on one side and USER ('Parties') on the other in relation to the use of musical works from PAM CG repertory.

Article 2

PAM CG repertory includes musical works of:

- authors and copyright holders who have assigned their rights to PAM CG under an assignment agreement, under the Law on Copyright and Related Rights;
- domestic authors and copyright holders, whose rights enjoy the protection of PAM CG under the Law on Copyright and Related Rights;
- foreign authors and copyright holders, whose rights enjoy the protection of PAM CG under the Law on Copyright and Related Rights and the Reciprocal Representation Agreement concluded with foreign organizations;

PAM CG repertory includes musical works with and without lyrics, with no restrictions with respect to the genre.

Economic rights for the use of musical rights are vested in the authors of music, lyrics and musical score as well as in other copyright holders.

Article 3

User undertakes to respect moral and economic rights of authors and other rightsholders.

Article 4

PAM CG assigns to User a non-exclusive right to use musical works from PAM CG repertory.

In respect of the non-exclusive right of use from Para. 1 of this article, User undertakes to pay the fee as set by the PAM CG Tariff, plus VAT, for:

A - Public performance;

B - Public communication of works from phonograms and/or videograms and public communication of the works broadcast;

C - Transmission of performance.

Article 5

PAM CG Tariff is published in the “Official Gazette of Montenegro”.

User undertakes, as per PAM CG Tariff, to register any use of musical works and submit all data relevant to the calculation of royalties.

The fee for using PAM CG repertory referred to in Art. 4 of this Agreement is paid into PAM CG account not later than the 15th day of a month for the previous month.

Article 6

User shall not act as a sponsor, donor or patron, nor shall rent out the premises in his possession for musical events without receiving proof that a permission for using PAM CG repertory has been granted or shall otherwise undertake a duty to pay the fee for the use of such premises.

Article 7

PAM CG undertakes to pay out the moneys from Art. 4 of this Agreement to authors and other musical work copyright holders, in accordance with the PAM CG Rulebook on Royalty Distribution.

Article 8

User's right and duties under this Agreement may not be transferred to other physical or legal entity without PAM CG consent.

Article 9

Any disputes arising out of or in connection with this Agreement shall be governed by the Commercial Court of Montenegro.

Article 10

This Agreement shall take effect as of_____.

Article 11

This Agreement has been made in 2 (two) identical copies, 1 (one) for each of the Parties.

Done in _____ , on _____.

PAM CG
Vasilije Raicevic, Executive Director

USER