



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

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No.
Date:

COPYRIGHT ECONOMIC RIGHTS EXCLUSIVE ASSIGNMENT AGREEMENT

Entered into by and between:

1. Author - Copyright Holder

(surname, name of father, name)

(pseudonym)

(place, street, number)

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

Article 1

Under this Agreement, the Author-Copyright Holder shall assign to PAM CG his copyright economic rights arising from any of the following: right of recording and copying; right of distribution; right of renting out copies of work; right of performance in public; right of public communication of a work from a phonogram or videogram; right of public presentation; right of broadcasting; right of rebroadcasting and right of cable retransmission; right of public communication of the work broadcast; right to other public communication; right of making a work available to the public; right of authors to a special remuneration from import and sale of technical devices and blank carriers of sound, picture or text for which it may reasonably be assumed that they will be used for such multiplication.

Article 2

PAM CG shall do on its own behalf and for the account of Copyright Holder any of the following: take steps towards concluding agreements on the assignment of rights for using copyright musical works with users; control the administration of users' obligations as set by the contract and law; collect royalties from users; keep record of the data on the Author-Copyright Holder, copyrights and types of protection of individual works; distribute to the Author-Copyright Holder the royalties collected under the Distribution Plan; distribute the revenues collected; represent interests of the Author-Copyright Holder before courts and relevant state authorities.

Article 3

PAM CG undertakes to administer economic rights on equal terms and in the same way as it does in respect of all other Montenegrin and foreign authors-copyright holders in accordance with concluded international agreements and its internal rules.

Article 4

The Author-Copyright Holder undertakes not to authorise other physical and/or legal persons to administer his copyright in Montenegro and other states or only in Montenegro unless PAM CG it his head organization, or to do so on an individual basis without prior notification of and consent from PAM CG.

Article 5

The Author-Copyright Holder undertakes to do any of the following on a regular basis: notify PAM CG of any changes of personal data (residence, giro account, etc); regularly register his works with PAM CG using the prescribed form; submit a copy of each publishing agreement he may enter into with a national or international publisher, as well as any other type of agreement on orders or exploitation of his works.

Article 6

This agreement is entered into for the period of 5 years, with each party having the right under the PAM CG Statute to cancel the agreement, in part or its entirety, in writing.

Should the parties not cancel the Agreement, the Agreement will be automatically extended for another five years and may subsequently be extended in the same way an unlimited number of times.

The cancellation of protection for broadcast, public performance and communication shall enter into force upon expiry of the calendar year in which the cancellation was made, while the cancellation of protection of the rights of recording and copying and putting into circulation of copies of the works shall enter into force upon expiry of the accounting quarter in which the cancellation was made.

Author - Copyright Holder

PAM CG