

Bilateral Agreement for non-represented producers/rights holders
SCPP- PPL INDIA

The undersigned Parties:

Société Civile des Producteurs Phonographiques (hereinafter called **SCPP**) whose registered office is at 14 Boulevard du Général Leclerc, 92527 Neuilly-sur-Seine Cedex, France - Phone:+33 (0) 1 41 43 03 03, Fax: +33 (0) 1 41 43 03 26
on the one hand

AND

Phonographic Performance Limited India (hereinafter called **PPL INDIA**) whose registered office is at Raheja Chambers, 2nd Floor, Linking Road, Santacruz West, Mumbai, 400054, INDIA - Phone: 022 – 68518999
on the other hand

Declare that

Whereas the Contracting Parties are mandated by their local members or right holders to manage and collect either exclusive rights or rights to remuneration granted to producers of phonograms for some use of their phonograms (also known as sound recordings),

Some of members/right holders of each Contracting Parties are represented at the other Contracting Party by a member/right holder of the other Contracting Party, for all or a part of their repertoire,

Some of members/right holders of each Contracting Parties are not represented or not anymore represented by a member/right holder of the other Contracting Party, for all or a part of their repertoire,

These members/right holders have mandated their respective Contracting Party to enter into bilateral agreements with similar foreign organisations to collect revenues arising from some use of their phonograms in the other's territory,

Whereas the sole purpose of this Agreement is to enable each Contracting Party to represent these non represented producers at the other Contracting Party in order that the remunerations due to their respective members/right holders can be collected from the other Contracting Party and subsequently distributed to them,

Whereas the proper administration of producers' rights requires that the Contracting Parties have set up an effective administration which enables the Contracting Parties to distribute individually among the producers the remuneration as much in proportion to the actual use of their protected phonograms as possible,

Whereas the Contracting Parties are able to effect full exchange of individual remuneration to the producers of the Contracting parties as from the entering into force of this Agreement,

The Contracting Parties have made the following:

Article 1 – Rights covered by the Agreement

This Agreement covers the administration of producers' rights for such use of their respective phonograms listed in Schedule A.

Article 2 - Territories

On behalf of the producers of phonograms, SCPP and PPL INDIA are in accordance to their regulations and declarations of membership authorised to collect and distribute remuneration in respect of the producers' rights as mentioned in article 1 respectively in France, including DROM COM and Monaco (SCPP's territory) and in India (PPL INDIA's territory).

Article 3 – Authorisation to administer

1. SCPP and PPL INDIA have been directly and exclusively authorised by their respective associated producers of phonograms, not having an office and/or a licensee in the territory of the other Party for all or a part of their repertoire, hereafter called "members", to represent their rights abroad and with a binding effect on their behalf to make arrangements for an exchange of remuneration with corresponding organisations abroad.
2. This Agreement only covers the above mentioned members having given such Contracting Party respectively such a mandate.
3. In accordance to these mandates given by their members the Contracting Parties grant each other (if and insofar the Parties are not directly authorised to do so by virtue of the national law) to the exclusion of any other and of themselves to exercise and maintain the Producers' Rights and claims their respective members are entitled to in the territory of the other Contracting Parties.
4. However, because of the existence in France of 2 collecting societies for the rights of producers of phonograms (SCPP and SPPF), PPL INDIA shall not be prevented to assign a similar mandate to SPPF. PPL INDIA shall not discriminate in any way SCPP from SPPF and reciprocally in the information supplied to its members for their choice of either society.

Article 4 – Repertoire

Subject to the provisions of Article 6,

1. Each Contracting Party shall declare to the other Contracting Party the repertoire of its members not represented by the members or right holders of the other Contracting Party.

2. Each Contracting Party shall be free to declare all of the above repertoire or selected parts of it.
3. Each Contracting Party shall declare its additional repertoire to the other Contracting Party at least once every 6 months and preferably once every 3 months.

Article 5 – Status of right holder of each Contracting Party at the other Contracting Party

Although not a member of the other Contracting Party, each Contracting Party shall be considered as a right holder of the other Contracting Party regarding the administration of the repertoire mentioned at article 4.

Consequently, the following shall apply:

1. The calculation of the remunerations due for the repertoire of the other Contracting Party shall be made by each Contracting Party at the same time and using the same rules as those used by each Contracting Party for its own right holders.
2. The distribution and the payment of the remunerations due for the repertoire of the members of the other Contracting Party shall be made at the same time and using the same rules as those used by the Contracting Party for its own right holders. This shall apply to remunerations not yet distributed by each society as well as to remunerations distributed and for which the effective distribution is pending because of a lack of identification of the right holder.
3. Each Contracting Party shall deduct from the remuneration due to the Contracting Party its administration costs in the same manner and for the same amount as those deducted by each Contracting Party for its own rights holders.
4. Each Contracting Party shall make available to the other Contracting Party the information on unidentified tracks included in usage reports in the same form and at the same time it is made available to its own rights holders.
5. Members of SCPP and PPL INDIA respectively, who have received remuneration in accordance to this present Agreement, are not positioned to claim otherwise.

Article 6 - Exchange of data

The Contracting Parties shall exchange the information necessary for the proper implementation of this Agreement using the following standardized file formats or the relevant message of the DDEX MLC message suite:

- Declaration of tracks – Schedule B – PPL India and SCPP will give track list in soft copy.
- Declaration of revenues – Schedule C

Article 7 – Data Protection

1. Each Contracting Party shall ensure that in performing its obligations under this Agreement, it complies with the provisions and obligations imposed on it by legislation in force from time to time or any data protection legislation.
2. Each Contracting Party shall establish and maintain all reasonable technical and organisational measures against unauthorised loss or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. Such measures shall ensure a level of security appropriate to the harm that might result from a data protection event and the nature of the personal data, having regard to the state of technological development and the cost of implementing the measures.
3. Each Contracting Party will be responsible for obtaining any necessary consents for the collection and use of any personal data that it transfers to the other Contracting Party.

Article 8 - Withholding tax

If applicable, the Contracting Parties shall make their best efforts to implement the procedures necessary to avoid or limit the possible taxation in their country of the remunerations due to the other Contracting Party, under the provisions of the tax treaties between their respective countries.

Article 9- Disputes between producers

1. Each Contracting Parties shall notify the other within 28 days of any disputes or potential disputes which come to its notice between two or more record producers of which at least one is resident or principally based in the other Contracting Party's territory and which producers each claim an entitlement to the Producers' Right in the same territory (being one or both of the Contracting Parties' respective territories) for the same period ("Producer Dispute").
2. The Contracting Parties shall use reasonable endeavours to resolve any Producer Dispute in the following manner:
 - reasonably it shall seek details in writing of the nature of the Producer Dispute from the relevant producers resident and principally based in its territory and from relevant members,
 - it shall calculate the financial value of the Producers' Right for the relevant period,
 - it shall freeze relevant future payments of the Producers' right pending either prior written confirmation by all relevant producers to the Producer Dispute that payment can be made and to whom or resolution of the Producer Dispute to the reasonable satisfaction of the relevant producers, which is earlier,

- it shall pass all relevant documentation, including documentation as to title to the Producers' right, to the other Contracting Party for communication to the relevant producers resident or principally based in that territory with the prior written consent of both the relevant producers resident or principally based in its territory and of any relevant number wherever based or resident to whom a duty of confidentiality is owed,
- in its absolute discretion it shall take such further steps to resolve the Producer Dispute as it reasonably considers to be prudent and within its mandate and on such terms as it deems necessary such as the provision of a Producer Dispute deposit.

Article 10 - Settlement of disputes between the Contracting Parties/ Applicable Law

1. The Contracting parties shall use their best efforts to settle by negotiation any dispute that might arise from or in connection with this Agreement or its application.
2. Such disputes shall be settled, first and foremost, by arbitration upon which the Contracting Parties shall agree. However, if the application of this Agreement might lead to legal proceedings, the said dispute shall be submitted to and governed by the law of the Defendant's court of venue.

Article 11 - Force Majeure and hardship

If for reasons of force majeure or hardship a Contracting Party cannot fulfil its obligations in accordance with this Agreement the necessary consequences shall be negotiated by the Parties or settled in accordance with article 10. The parties will renegotiate this Agreement in good faith in order to take into account the changes that have occurred.

Article 12 - Non-transferability of this Agreement

Neither of the Contracting Parties shall have the right to assign all or parts of this Agreement to any third party whatsoever without the written consent of the other Party.

Article 13 - Duration and termination

1. This Agreement enters into effect immediately upon duly signatures of the two parties.
2. This Agreement shall remain in force until notice of termination has been made in writing by either Party no later than six (6) months before the expiration of a calendar year.

The Contracting Parties agree to sign the Agreement by electronic signature, using the eSignature solution of UNISERSIGN, the SCPP service provider.

Consequently, Each Contracting Parties ensure the other that the electronic signature is a recognized form of signature in his territory and acknowledge its legal validity. The Parties hereby pledge not to challenge the admissibility, validity, enforceability or evidential value of the Agreement on the basis of the electronic signature.

PARTIES	SIGNED BY
PPL INDIA	G B AAYEER MD & CEO
SCPP	<i>Marc GUEZ</i> <i>Managing Director</i>

SCHEDULE A

USES OF PHONOGRAMS COVERED BY THE AGREEMENT

Rights exercised by PPL INDIA:

Public Performance
Radio Broadcasting

Rights exercised by SCPP:

Broadcasting
Public Performance
Dubbing for broadcast and public performance
Simulcasting
Private copying
Non interactive webcasting
Semi interactive webcasting
Podcasting

SCHEDULE B

DECLARATION OF TRACKS FILE FORMAT (Xml)

Items	Optional	Length	Format	Multi-items
Declaring Collecting Society ID	N	4	cf Table 4	
Declaring Collecting Society Name	N	60		
Receiving Collecting Society ID	Y	4	cf Table 4	
Receiving Collecting Society Name	Y	60		
Track ID (at declaring society)	N	14		
Track ID (at receiving society)	Y	14		
Track title	N	60		
Producer name	N	60		
Name of Main Artist/Group	N	40		Y
First name of the main artist	Y	40		Y
ISRC	Y	12		
Duration of the track (seconds)	N	6		
Date of the beginning of the management	N	8	YYYY/MM/DD	
Date of the end of the management	Y	8	YYYY/MM/DD	
Country of recording	N	4	cf table 2	
Country of original producer	N	4	cf table 2	
Country of first publication	Y	4	cf table 2	
Year of recording	N	4	YYYY	
Year of first release	N	4	YYYY	
Composer (Classical only)	Y	60		
Repertoire owner/right holder	N	60		
Bar code	Y	13	Number	Y
Catalogue number	Y	15		Y
Label of release	Y	40		Y
Type of carriers	N	3	cf table 5	Y
Number of tracks by carriers	N	4		Y
Type of use	N	3	cf table 1	
Territory of rights	N	4	cf table 2	Y
Percentage of rights ownership claimed	N	3	Number	

SCHEDULE C

DECLARATION OF REVENUES FILE FORMAT (Xml)

Items	Optional	Length	Format
Declaring Collecting Society ID	N	4	cf Table 4
Declaring Collecting Society Name	N	60	
Receiving Collecting Society ID	N	4	
Receiving Collecting Society Name	N	60	
Track ID (at declaring society)	N	14	
Track ID (at receiving society)	Y	14	
Track title	N	60	
Name of Main Artist/group	N	60	
First name of the main artist	Y	40	
ISRC	Y	12	
Period of use	N	4	YYYY
Territory of use	N	4	cf table 2
Type of use	N	3	cf table 1
Scope of rights	N	2	cf table 7
Name of the users or Type of users	Y	40	
Unity of use	Y	12	
Type of unity	Y	2	cf Table 3
Credit or debit	N	1	C/D
Currency	N	3	cf Table 6
Gross amount	N	12	
Administration fees	Y	12	
Net amount before withholding tax	Y	12	
Withholding tax	Y	12	
Net amount paid	Y	12	

TABLE 1 : TYPE OF USE - CODES

Broadcasting	1
Public performance	2
Private copying	3
Music on hold - Dubbing	4
Music on hold - Performance	5
Telephone listening services	6
Mobile telephone message service	7
Use with live performances	8
Extracts for Internet	9
Interactive listening posts	10
Dubbing for TV	11
Dubbing for public performance	12
Dubbing for advertising	13
Reproduction for sale	14
Dubbing for movies	15
Downloading	16

TABLE 2 : COUNTRY TABLE (ISO 3166- numerical)

Code	
0004	AFGHANISTAN
0710	AFRIQUE DU SUD
0008	ALBANIE
0012	ALGERIE
0276	ALLEMAGNE
0020	ANDORRE
0024	ANGOLA
0660	ANGUILLA
0010	ANTARCTIQUE
0028	ANTIGUA-ET-BARBUDA
0532	ANTILLES HOLLANDAISES
0530	ANTILLES NEERLANDAISES
0682	ARABIE SAOUDITE
0032	ARGENTINE
0051	ARMENIE
0533	ARUBA
0036	AUSTRALIE
0040	AUTRICHE
0031	AZERBAIDJAN
0044	BAHAMAS
0048	BAHREIN
0050	BANGLADESH

0052	BARBADE
0112	BELARUS
0056	BELGIQUE
0084	BELIZE
0204	BENIN
0060	BERMUDES
0064	BHOUTAN
0068	BOLIVIE
0070	BOSNIE-HERZEGOVINE
0072	BOTSWANA
0076	BRESIL
0096	BRUNEI DARUSSALAM
0100	BULGARIE

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TABLE 3 : TYPE OF UNITY

Code	
1	Duration of broadcast
2	Number of broadcasts
3	Duration of reproduction
4	Number of reproductions
5	Duration of listening
6	Number of listening

TABLE 4 : COLLECTING SOCIETY ID

Code	
1	GVL
2	PPL
3	SCPP
4	SENA
5	GRAMEX FINLAND
6	IFPI SVENSKA GRUPPEN
7	GRAMMO
8	SOPROQ
9	SCF
10	BUNDESVERBAND MUSIK INDUSTRIE
11	JAMMS
12	UMA
13	RPA
14	OFPS
15	SIMIM
 (to be expanded)

TABLE 5: TYPE OF CARRIER		
Code	Carrier	Format
C5V	CDV Laserdisk	5 inch/~6 Min./4 W!8 Frag.
C8V	CD Video 16 cm 8P	8 inch/140 ~fin.,'999 W/999 Frag.
CAV	CD Audio / Video	12 inch/999 Min./999 W/999 Frag.
CD	Compact Disc	5 inch/80 Min./18 W/30 Frag.
CD5	Compact Disc Single	5 inch/20 Min./4 W/12 Frag.
CDI	CD–Interaktiv	999 Min./999 W/999 Frag.
CDR	CD–ROM	999 Min./999 W/999 Frag.
CDS	Compact Disc Single	3 inch 8 Min./2 W/6 Frag.
CVP	CD Video 30 cm 12p	12 inch 999 Min./999 W/999 Frag.
DC1	DCC Digital Compact Cass.	80 Min./18 W/30 Frag.
DMC	MusiCassette	120 Min./32 W/56 Frag.
DS	Disco / Maxi single	45T 12 inch/16 Min./4 W/12 Frag.
DVD	DVD video / DVD audio	5 inch
EP	EP Extended Play	45T 7 inch 16 Min./4 W/12 Frag.
EPM	EP	33T 7 inch20 Min./6 W/18 Frag.
LP	LP	33T 12 inch/60 Min./16 W/28 Frag.
MC	MusiCassette	60 Min./16 W/28 Frag.
MD1	MiniDisc	3 inch/80 Min./18 W/30 Frag.
MLP	Mini LP	33T 12 inch/30 Min./10 W/24 Frag.
MMC	Maxi MusiCassette	16 Min./4 W/12 Frag.
MTP	Magnetic Tape	
RCD	Maxi CD Remix	40 Min./8 W/16 Frag.
RDS	Maxi Single Remix	40 Min./8 W/16 Frag.
S	Single	45T 7 inch/8 Min./2 W/6 Frag.
SMC	Single MusiCassette	8 Min./2 W/6 Frag.
VB	Video Tape	240 Min./24 W/42 Frag.

TABLE 6 : CURRENCY (ISO 4217)

Euro	EUR
Pound sterling	GBP
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TABLE 7 : SCOPE OF RIGHTS

Code	
1	Producers only income
2	Producers and performers income
3	Financial income
4	Indemnity income
5	Performers only income