



# General terms and conditions for association with SAMI

The following terms and conditions apply from 1 January 2020 until further notice between Svenska Artisters och Musikers Intresseorganisation, SAMI, economic association. (SAMI) and the associate.

These General Terms and Conditions, which were adopted by the members of SAMI at the association's annual general meeting on 6 May 2019, apply to all association/membership agreements in force that were entered into before 1 January 2020 and, together with the associated membership form, constitute "the Agreement" between the associate and SAMI.

## 1. Who can become a SAMI associate

SAMI's statutes state that

1.1 a performing artist (hereafter 'right-holder') who has participated in a recording which is entitled to remuneration according to the Swedish Copyright Act (SFS 1960:729) or equivalent foreign legislation, the collection of which lies within SAMI's operational area, has the right to enter into an association agreement with SAMI.

1.2 Association with SAMI takes place as indicated in paragraph 2.

1.3 SAMI is entitled to refuse association if there are acceptable reasons, such as the fact that SAMI does not represent a certain category of right-holder or if the request for administration lies outside SAMI's administrative commission as formulated at any given time.

## 2. Association

2.1 In order to be associated with SAMI, the right-holder must fill in the form for association ("the associated member form") and thereupon approve these general terms and conditions.

2.2 Upon association with SAMI, the right-holder must indicate the scope of the administrative mandate. The choices that can be made are provided in SAMI's Statutes and in the associated membership form. A submitted administrative mandate can be expanded or limited in accordance with the statutes as formulated at any given time. SAMI must be notified of any limitation or expansion of the administrative mandate in writing on the form designated for such a purpose. A limitation or expansion applies to all recordings of the associate's performances and can thus not apply to individual recordings.

2.3 When the right-holder has fulfilled what is indicated in paragraphs 2.1 and 2.2 and has received confirmation of association, the right-holder is associated with SAMI ('associated').

2.4 At the time of association, the right-holder receives log-in information for Mina Sidor [MySAMI].

2.5 If the right-holder has not yet reached the age of 18, the guardian's approval is required for association with SAMI.

### **3. SAMI's administrative mandate and its content**

3.1 The associate grants SAMI the power of attorney to carry out the following in his or her behalf:

3.1.1 Enter into agreements regarding compensation for use of recorded performances within the areas of use and for the rights within the scope of SAMI's statutes and the administrative mandate,

3.1.2 Distribute and pay collected amounts in accordance with SAMI's statutes and distribution rules as adopted from time to time,

3.1.3 In its own name and with all courts and other authorities in Sweden and abroad, to bring proceedings, carry on and monitor actions against any party whatsoever for charging amounts within SAMI's area of operation or for instituting legal proceedings against illegal infringement of the rights included in SAMI's mandate and

3.1.4 In its own name, to enter into arbitration agreements, accept and give receipts for funds and documents that are affected by such procedures and adopt conciliation or legal settlement and to present liability claims.

3.2 The administrative commission includes recordings already made at the time of association as well as recordings that may be made in the future after association with SAMI.

3.3 The associate guarantees that the financial rights to his or her performance according to the mandate submitted have not been granted or transferred to another;

However, if the associate has entrusted Svenska Musikerförbundet, Sveriges Yrkesmusikerförbund or Svenska Teaterförbundet with the administration of the associate's performance rights and the mandate coincides with SAMI's administrative mandate, the union's mandate takes precedence with respect to uses other than the uses covered by section 47 of the Copyright Act. More detailed conditions for dealing with overlapping mandates are regulated in a specific agreement between SAMI and the respective union.

3.4 The administrative mandate does not include the associate's intellectual property rights as specified in section 45 of the Swedish Copyright Act with reference to paragraph 3.

3.5 The administrative mandate is international and includes a right for SAMI to also represent the associate in countries other than Sweden, provided that no limitation of territories has been carried out in accordance with paragraph 2.2. above. This means that SAMI, with binding effect, is entitled to enter into representation

agreements with another foreign management organisation regarding the rights included in the administrative mandate and for uses that take place in the other country.

3.6 SAMI undertakes to administer the associate's rights, collectively in the associate's interest in accordance with the administrative mandate received and to report on and pay out collected remuneration on the basis indicated in SAMI's statutes and distribution rules.

#### **4. Membership with voting rights**

4.1 A performing artist who fulfils the criteria for membership with voting rights according to SAMI's statutes is able to apply for membership in SAMI. The following criteria must then be fulfilled:

a) the performer must have been an associate member of SAMI in accordance with paragraph 2 above

b) the performer must have received payment on two payment occasions and

c) the performer must be the holder of rights him or herself

The member has the right to vote at SAMI's association meeting.

4.2 An associated performing artist who has been approved as a member with voting rights is still bound by these General Terms and Conditions.

#### **5. The associate's commitments under the agreement**

5.1 Information concerning recordings (metadata, information on participants, etc.) is necessary to enable SAMI to monitor the associate's rights and collect, distribute and make payment to the associate. The associate is therefore responsible for notifying SAMI of the recordings that he or she has participated in and that may entitle the associate to payment. Notification must take place through SAMI's recording list, which is available on SAMI's website. The associate is responsible for regularly ensuring that his or her discography is correct and is kept updated at SAMI (registered recordings are available on the associate's Mina Sidor).

5.1.2. The associate must, at SAMI's request, be able to prove his or her participation in notified recordings.

5.2 Furthermore, the associate is responsible for:

5.2.1 Complying with these general terms and conditions, SAMI's statutes, SAMI's distribution rules and other conditions and policies that have been adopted by the association's annual general meeting and/or that have been adopted by the board in accordance with regulations;

5.2.2. Keep his or her personal data, contact details and bank details updated on Mina Sidor or by other means made available by SAMI at any given time.

5.2.3. Not to enter into agreements that are contrary to the agreement or to SAMI's statutes, distribution rules or other conditions and policies that have been adopted by the association meeting and/or the board; and

5.2.4. Not to take any action that could damage SAMI, SAMI's activities or interests, including but not limited to providing false or misleading information on recording.

## **6. Breach of obligations**

6.1 If the associate is in breach of his or her obligations under paragraph 5 above, provides misleading information on his or her recordings or is otherwise in breach of SAMI's statutes, SAMI's board is entitled to give notice of termination of the associate's agreement with immediate effect.

## **7. SAMI'S handling of complaints and Complaints Policy**

7.1 Complaints concerning SAMI's management and claims relating to incorrect registration of recordings and/or non-payment or incorrect payment are dealt with in accordance with SAMI's complaints/claims policy. The policy is available on SAMI's website.

## **8. SAMI Mina Sidor [MySAMI]**

8.1 Associates are responsible themselves for all actions they take in their user accounts on Mina Sidor. If the associate's user name or password is lost or stolen or if the associate has reason to believe that any unauthorised person has had access to his or her user account, the associate should immediately change password and notify SAMI.

8.2 SAMI must adopt reasonable measures to keep Mina Sidor running and the service must normally be available around the clock, every day of the week. However, temporary IT disruptions, maintenance, security updates, enhancements or similar actions or circumstances over which SAMI has no control (force majeure) can lead to defective functioning and/or interruptions from time to time.

8.3 SAMI continually endeavours to improve the functions and contents of Mina Sidor and reserves the right to update and/or change the service at any time without giving notice of the changes in advance.

## **9. Personal data**

9.1 SAMI processes the associate's personal data in accordance with the law in force at any given time and SAMI's Privacy Protection Policy in the version applicable at any given time. SAMI's Privacy Protection Policy is available on SAMI's home page, [www.sami.se](http://www.sami.se)

9.2 Upon joining SAMI, the member approves the organisation's Privacy Protection Policy.

## **10. Term of agreement**

10.1 Associated membership is valid from the date the performing artist enters into the association in accordance with paragraph 2.3 until further notice.

10.2 An associated right-holder may leave SAMI by giving notice of termination of SAMI's administrative mandate (the association agreement) in writing. The notice of termination must be submitted to SAMI and must be signed by the associate in person.

10.3 The notice of termination applies with a notice period of six months from the moment when SAMI received the document giving notice of termination.

10.4 If an associate dies, his or her rights and obligations under this agreement are transferred to the person or persons who, in accordance with an inheritance, division of the joint estate of a husband and wife or last will and testament, is or are entitled to receive the estate left by the deceased person. Nevertheless, the deceased member's right-holders may not join the association as a member in the deceased's place. Nevertheless, the administrative mandate issued applies unchanged until otherwise agreed.

## **11. Effects of restriction or termination of SAMI's administrative mandate**

11.1 Provided that SAMI continues to have access to necessary and updated information for payment, foreign payments attributable to use that took place during a previous administrative mandate but which are paid to SAMI under a representation agreement with another foreign collective management organisation during the period after the termination or limitation entered into force will be paid to the right-holder during a period of up to six months after the payment has been allocated in SAMI's system.

11.2 Termination of the administrative mandate in its entirety means that any membership of SAMI with voting right automatically ceases when the termination enters into force.

## **12. Rejoining as an associate**

12.1 If an associate has terminated SAMI's administrative commission and, at a later time, wishes to rejoin SAMI as an associate, his or her application will be regarded as a new application in accordance with paragraph 2 above.

12.2 If, during his or her previous association with SAMI, the applicant fulfilled the conditions for membership with voting right, the conditions for membership must be met again in order for the applicant to obtain membership in accordance with paragraph 4 above.

## **13. Changes to the general terms and conditions**

13.1 SAMI retains the right to make changes to the general terms and conditions without prior approval from the associate. Changes will be communicated through the SAMI website, sami.se, through Mina Sidor [MySAMI] or in another manner which SAMI considers appropriate.

## **14. Transfer/outourcing**

14.1 SAMI is entitled to permit another party (for example a company or another organisation) to attend to one or more processes that are included in the fulfilment of the administrative mandate if SAMI considers it appropriate or necessary for reasons of cost or efficiency or otherwise as a consequence of the law.

14.2 SAMI has ultimate responsibility for the fulfilment of this agreement in relation to the associate and SAMI is consequently responsible for ensuring that the

agreement is respected by another party that SAMI has mandated to attend to one or more processes in accordance with paragraph 14.1 above.

14.3 The associate may not transfer his or her association/membership or assign his or her rights and obligations under this agreement.

## **15. Disputes**

Disputes arising from this agreement must be resolved in accordance with Swedish law before a Swedish court.