

# Finnish Musicians' Union

## AUTHORISATION AGREEMENT no. \_\_\_\_\_

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Artist's name

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Personal identity code

1§

The Artist authorises the Finnish Musicians' Union (hereinafter 'Union') to enforce his or her rights as a performing artist in Finland and abroad with the exception of rights entrusted by the Artist, now or in the future, to the sole care of the Copyright Society of Performing Artists and Phonogram Producers GRAMEX (hereinafter 'Gramex').

If the Artist has authorised a foreign organisation to enforce his or her rights, as referred to in section 1, abroad, the Union shall only enforce the rights, as referred to in section 1, in Finland. The Artist shall promptly notify the Union of any power of attorneys given to foreign parties.

2§

In order to enforce the rights, the Union may enter into reciprocal agreements with other organisations. Compensations collected on the basis of reciprocal agreements may, for reasons of cost or expediency, be used for the purposes of promoting performing music in the country where the compensations were collected.

3§

The Union promotes the rights of performing artists conferred by the Copyright Act and protects the rights defined under section 1 to the extent decided by the Board of the Union.

4§

The Union is entitled to enter into agreements on the use of rights referred to in section 1, to collect and receive compensations based on agreements, to retain the compensations on behalf of the Artist before they are forwarded to the Artist, to appear, in their own name, in legal proceedings concerning the use of rights, to demand punishment on behalf of the Artist for the infringement of rights, to make arbitration agreements on disputes concerning usage rights or the remuneration for use, and to carry out any other measures needed to protect the rights. The Union shall include the costs of protecting and implementing rights under this power of attorney in any agreements it concludes, and the costs will be deducted before compensations are forwarded to the Artist.

5§

The Union shall pay any collected compensations to a Finnish bank account held by the Artist or send them to a postal address located in Finland.

The Union shall decide which is the minimum compensation amount to be paid to the Artist at any given time. The Union shall retain any compensations below the minimum amount in its client funds account. Once the Artist has accumulated an amount in euros that the Union has set as the minimum amount to be transferred, the accumulated compensations shall be paid to the Artist.

6§

The Artist is responsible for ensuring that the Union has up-to-date information on all details needed to pay the compensations through bank or post office, such as address and bank account information.

Before payment, the Union withholds tax on the compensations as required by law.

7§

If the Artist fails to comply with the provisions of this agreement or acts in a manner harming the Union or other artists, the Board of the Union may terminate this agreement with immediate effect and, at the same time, determine that the compensations not yet transferred to the artist are to be used, in full or in part, to cover the damage and the costs of clearing the matter. Before making the decision referred to in this section, the Artist will be offered an opportunity to give his or her account of the matter.

8§

Upon the death of the Artist, the rights and obligations under this agreement will transfer to the Artist's heirs for the period that the deceased's right is valid as referred to in section 1.

The Artist commits to comply with the accounting principles adopted by the Union as well as the decisions taken by the Board of the Union on the enforcement of obligations under this Authorisation Agreement.

The Artist commits to accept any changes to the content of this Authorisation Agreement required by the general interest of artists that arise from changes in legislation, international agreements or changes in the accounting principles adopted by the Union.

This Authorisation Agreement shall be interpreted and any disputes arising out of this Authorisation Agreement settled in accordance with Finnish law.

Any disputes arising out of this Authorisation Agreement shall primarily be resolved in negotiations. If disputes cannot be settled through negotiations, they shall be settled by a court of arbitration or, if either party so requests, a general court of first instance. The arbitration proceedings shall take place in Helsinki, Finland, in compliance with the provisions of the Arbitration Act. The proceedings in the court of first instance shall take place in Helsinki, Finland. When texts in different languages are in conflict with each other, the Finnish text shall prevail.

9§

This Authorisation Agreement shall be valid until the end of the year of signing and renewed for two years at a time unless terminated in writing at least six (6) months before the end of the agreement period.

The Union may delegate the authorisation in this authorisation agreement to a third party, if the efficient protection of the artists' rights requires it.

This authorisation agreement has been executed in duplicate (2 copies), one copy for the Union and one copy for the artist.

\_\_\_\_\_, \_\_\_/\_\_\_20\_\_      \_\_\_\_\_, \_\_\_/\_\_\_20\_\_

Artist

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Finnish Musicians' Union

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