

MUSIC PUBLISHING AGREEMENT¹

SONG-BY-SONG PUBLISHING AGREEMENT

¹ This is a Norwegian contract written in accordance with Norwegian law and contract practice, cf. article 9.5.

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The Norwegian Music Publishers Association, the Norwegian Society of Composers and NOPA recommend that their members use this standard agreement when rights to individual musical works and/or lyrics are assigned to music publishers. The agreement was put into use on 1 May 2010 and will be updated every three years. The standard text in the agreement has been approved by TONO as regards the articles that concern TONO/NCB.

Guidance has been prepared for this agreement.

The following agreement has been entered into on this day, _____:

1 General

1.1 Parties

Music publisher: _____

Company identification number: _____

Contact person: _____

Address: _____

E-mail address: _____ Tel./mob.: _____

The agreement includes _____ writers (please use an enclosure if necessary).

Writer 1: _____

National identification number (11 digits): _____

Address: _____

E-mail address: _____ Tel./mob.: _____

Bank account number: _____

Writer 2: _____

National identification number (11 digits): _____

Address: _____

E-mail address: _____ Tel./mob.: _____

Bank account number: _____

1.2 Work/Composition

The agreement includes _____ works (please use an enclosure if necessary).

Title: _____

Alternative title: _____

Duration: _____

TONO Work number: _____

1.2.1

Copyright ownership:

<i>CAE Code</i>	<i>Membership number</i>	<i>IPI number</i>	<i>Writer</i>	<i>Share (%)</i>	<i>Music publisher</i>	<i>Covered by this agreement (x)</i>

For more information on the terms 'CAE code', 'IPI number', etc., see the guidance to the agreement.

1.2.2

The Writer certifies that he/she has at his/her disposal the rights that he/she is assigning in accordance with this agreement and that the assigned rights do not contain sections that, when used, would infringe any third party copyright.

The Writers certify that the Work is co-written.

1.2.3

The Writer shall be entitled to use, for creative purposes, any theme from the Work in other independent works. The Writer shall first offer the Music Publisher the new work. The Writer shall be entitled to enter into agreement with another publisher if the Music Publisher does not agree within 180 days to publish the new work.

1.3 Agreement Period

The Music Publisher shall be obligated on behalf of the rights-holders to stay up-to-date with regard to changes in copyright legislation that concern the Work and to issue the necessary documentation.

1.3.1 Duration of the Agreement:

- for as long as the Work is protected by law ("life of copyright")
- from the signing of this agreement until and including _____ / ____ _____
- from the signing of this agreement until and including _____ / ____ _____. Thereafter, the agreement shall be automatically renewed annually with a mutual period of notice for termination of six months.
- from and including ____ / ____ _____ until and including ____ / ____ _____

1.3.2 The Music Publisher shall collect:

- from the signing of this agreement
- all revenues that relate to the Work, including revenues that were generated prior to the signing of this agreement
- until and including the expiration date of the agreement
- all revenues that are generated during the agreement period, including income that is received after expiration of the agreement

1.4 Territory

This agreement shall cover:

- the whole world
- the whole world except: _____
- the following countries/geographic areas: _____

1.5 Copyright Notice

Upon publishing, the following copyright information shall be provided:

2 The Music Publisher's Right of Disposal

The Music Publisher shall have the exclusive right to the economic exploitation of the Work subject to the restrictions laid down in this agreement, the Norwegian Copyright Act and the management contract between the rights-holders and TONO.

2.1 Administration

The Writer hereby assigns to the Music Publisher an exclusive right of disposal of the Writer's rights to the Work by means of production of copies of the Work and by making the Work available to the public in original or altered form, in translation or adaptation, in any other literature or artistic form or by other technical means. The moral rights shall not be subject to this right of disposal.

2.2 Reservation of Rights

The following exceptions from Article 2.1 shall apply:

- The agreement shall not apply to use in graphic form.
- This agreement shall not apply to use by synchronization.
- This agreement shall not apply to use for mechanical rights other than by synchronization as specified below:

- This agreement shall not apply to use as specified below:

- This agreement shall not apply to use by public performance/communication to the public.
- This agreement shall not apply to the grand rights.

3 The Music Publisher's Obligations

3.1 The Music Publisher's General Obligations

In an understanding with the Writer, the Music Publisher shall work to distribute the Work and to promote the artistic and financial potential of the Work.

The Music Publisher shall administer the rights that are covered by this agreement and safeguard the Writer's interests relating to the Work. The Music Publisher shall be responsible for reporting/registering its own share in the Work to TONO.

- The Music Publisher is hereby authorized to register the Writer's share in the Work.

3.2 Special Obligations

3.3 Manuscript/Delivery Requirement

3.3.1

The Writer shall document the Work in a graphic or mechanical form that is approved by the Music Publisher.

3.3.2

The original copies of the Work documentation shall be the property of the Writer.

4 Split of Royalties

Management of the performance rights and mechanical rights has been transferred to TONO, for distribution of royalties within the framework of its articles of association and distribution rules.

The Parties have agreed on the following split of royalties:

- TONO's standard split
- Agreed split, as specified below:

Nordic Region

(insert a cross if the division is to apply to Norway only:)

Rest of the World

Performance rights:

Writer's share: ____%

Music Publisher's share: ____%

Mechanical rights:

Writer's share ____%

Music Publisher's share ____%

Performance rights:

Writer's share: ____%

Music Publisher's share: ____%

Mechanical rights:

Writer's share ____%

Music Publisher's share ____%

5 Synchronization

- Royalties in connection with synchronization of the Work*
In connection with synchronization, a royalty of ____ % shall be paid on revenue collected.
- Separate agreement*
Use of the Work by synchronization is governed by a separate agreement; see enclosure.

6 Print Rights

6.1 Use in Graphic Reproduction

- Royalties*
In-house publication: The Music Publisher shall pay the Writer the following:
 - ____ % of the gross revenue collected.
 - ____ % of the net revenue collected.Third party licensing: A royalty of _____ % shall be paid on revenue collected.
- Separate agreement*
Use of the Work in graphic form is governed by a separate agreement; see enclosure.

6.2 Digital Distribution

Unless otherwise agreed upon, royalties for graphic digital distribution shall be paid in accordance with the practice applicable at any one time.

6.3 Rental Music

In respect of revenues from graphic materials for hire, the Music Publisher shall pay the Writer _____ % of any such revenues exclusive of VAT that the Music Publisher receives.

7 Other Income

Any income arising from rights to the Work, which are not defined or known at the time of signature of this agreement, shall be divided in accordance with corresponding rights in this agreement.

Other revenues shall be divided with 50% being assigned to each of the Parties.

8 Statements and Accountings

The Music Publisher shall submit statements and make payments to the Writer in respect of the Writer's share of collected revenue. Royalty shall be accounted without deduction, at source.

8.1 Submission of Statements and Distribution

Enclosed with distribution of royalties, the Music Publisher shall send the Writer a detailed statement.

Payments and statements for print licensing, rental of graphic materials and payments in respect of sold editions, shall be submitted within the following date(s) each year:

- _____
- _____

8.2 Minimum Distribution

If the total amount to be paid by the Music Publishers does not exceed NOK _____, the amount shall be carried forward to the next statement and distributed when the minimum distribution amount is reached.

8.3 Accounting Review

The Writer, or its designated representative, shall have the right once a year and during normal working hours to examine, at his own expense, the books on which the Music Publisher's statements submitted to the Writer in respect of the Work are based. An approved or authorized public accountant shall undertake such examination.

If any such audit should show that the Music Publisher's settlement has an error margin in excess of 10% in the Publisher's favour, the Music Publisher shall reimburse the Writer his/her reasonable audit expenses.

9 Expiration and Termination, etc.

9.1 Termination

If a party is in fundamental breach of this agreement, the other party shall be entitled, by sending a letter by recorded delivery giving a description of the breach of agreement and requesting remedy, to cancel this agreement if remedy is not effected within 90 days of dispatch of the aforementioned letter. The injured party shall be entitled to claim compensation for his financial losses in accordance with the provisions of ordinary contract law.

9.2 Force Majeure

If a party should fail to fulfill an obligation set out in this agreement, the party concerned shall be exempt from liability for such failure if the failure is due to an extraordinary event outside the parties' control, such as flood, war, rebellion, natural disaster, etc. which makes considerably more difficult or delays the aforementioned fulfillment.

9.3 Termination of the Right of Assignment in Connection with Insolvency, etc.

If the Music Publisher becomes insolvent, suspends its payments or commences any reconstruction or composition procedure, the Music Publisher's right to assign rights in the Work to third parties shall cease with immediate effect until the circumstance has been normalized.

9.4 Conditions after Expiration of the Agreement

The conditions laid down in this agreement as regards payments, collection, statements, distributions or audits shall also apply to payments in respect of any use of the Work that the Music Publisher receives after expiration of the agreement.

9.5 Legal Venue

Any dispute arising from this agreement shall be resolved by a Norwegian court of law in accordance with Norwegian law.

10 Other Conditions

11 Advance Payment

If the parties agree that the Music Publisher shall pay the Writer an advance, the specific conditions and details linked to this shall be set out in a separate enclosure to this agreement.

It has been agreed that the Music Publisher shall pay the Writer an advance of NOK _____ upon signature of this agreement.

12 Amendments

This agreement shall replace all previous written and oral agreements between the parties concerning the Work. Any addition to this agreement shall be in writing and signed by both parties in order to be valid.

The Writer and the Music Publisher have each received one copy of this agreement, which consists of _____ pages and _____ enclosures.

Place: _____ Date: ____ / ____ _____

Music Publisher: _____

Place: _____ Date: ____ / ____ _____

Writer 1: _____

Place: _____ Date: ____ / ____ _____

Writer 2: _____

GUIDANCE TO THE MUSIC PUBLISHING AGREEMENT¹ SONG-BY-SONG PUBLISHING AGREEMENT

The Music Publisher Agreement is the formal agreement that sets out the rights that are assigned to the Music Publisher and the conditions associated with this. The agreement is a music publishing agreement and applies to one or more compositions.

The agreement has various enclosures when conditions within a particular management area are to be specified. In some cases, a special agreement may also be necessary, e.g.

- general agreement
- synchronization agreement
- print agreement
- supplementary agreement regarding advances

The three rights-holder associations connected to TONO jointly prepared this agreement. As most Norwegian rights-holders are affiliated to TONO, the organization's name is used throughout the agreement as a common term to refer to TONO and corresponding collecting societies in other countries.

In order to enter into this agreement, you must be affiliated to TONO or a collecting society which has a representation agreement with TONO.

TONO has approved the standard text in the agreement as regards the articles that concern TONO's or NCB's management. TONO has not reviewed the text under the articles which do not concern TONO's/NCB's management.

1

1.1

If the Work has more than one Writer, enter the number of Writers in the agreement. You should then specify their names, national registration numbers, contact information and bank account numbers in an enclosure to the agreement.

¹ This is a Norwegian contract written in accordance with Norwegian law and contract practice, cf. article 9.5.

1.2

In the case of more substantial Works consisting of many movements, song cycles, musicals, etc., all the titles of the movements/individual songs must be listed. The enclosure to the agreement should be used in such cases.

The Work number is specified by TONO at the time of registration of new Works. The Work number is unique to the Work and is useful information to include in the agreement, although it is not mandatory. In the case of existing Works, you will find this number in a previous statement. If the Work is new and has not been registered at the time of signing of the agreement, it is recommended that the Work number should be added after the Work has been registered.

The Music Publisher may have several catalogs. If so, the Music Publisher must ensure that the correct catalog designation is entered.

If the Work has a title that corresponds to one of the song titles, this should be clarified.

1.2.1

Definitions used in the table:

CAE Code: *C = composer, A = lyricist, CA = composer/lyricist, AR = music arranger/adaptor, SA = translator/sub-lyricist. The codes E and SE are reserved for music publishers and sub-publishers (the column on the far right).*

Membership no.: *TONO membership number. You will find this on a previous statement or in your administration contract with TONO.*

IPI number: *("Interested Party Information") is an international identification number for writers and music publishers that is used by all TONO companies. You can for example find your IPI number by logging into TONO's web services.*

Writer: *The Writer's name. If a Work has wholly or partially become no longer copyright protected unrestricted and has a melody or lyrics that is/are no longer protected, the abbreviation 'DP' ("domaine publique") or 'trad' can be used in the column for Writer. (see the definitions for more information on these terms).*

Share: *The Writer's share in the Work. It would help all the parties involved if the Writers can agree on the division between them. Writers should ensure clarity in connection with agreements concerning their share in the Work. The agreement only specifies the share of the Writers who are party to the agreement. Internal division is however specified on TONO's notification form.*

1.2.2

You guarantee that, to the best of your knowledge, the Work is original and that you have not entered into any agreements that could conflict with this agreement.

The expression "co-written" means that all the Writers agree that the Work has been created jointly – known as a "joint work" – and that the rights are divided in accordance with the agreement even though, for example, only lyrics or a melody is being performed/published.

The opposite of co-written is where a composer uses existing lyrics or a writer writes lyrics for an existing melody. This is called a composite work. The permission of the other rights-holders and the new melody must then be obtained and the new melody/lyrics will be considered as non-exclusive, and a separate enclosure should be drawn up.

1.2.3

You can use themes and compositional ideas from this Work in other works, provided that the new Work is innovative. If you are uncertain, you should discuss this with the Music Publisher beforehand. The 180-day deadline follows normal practice and commences when the Music Publisher has been made aware of the new work.

1.3

If a country makes any protection concerning copyright or its renewal or extension, depending on notification or other precautionary rule in the name of the Writer or Music Publisher, both parties will, at the Music Publisher's request, be obligated to issue all necessary declarations to enable such protection to be achieved.

1.3.1

Most newly written works are submitted for "life of copyright". This means that the agreement will apply for as long as the Work is protected by copyright. This limit was originally 30 years, but was then increased to 50 years (and then 56 years) after the death of the longest-living Writer. It is now 70 years.

With regard to newly written works, the agreement applies from day one – or from the date on which any form of publishing or performance exists which releases a payment.

1.3.2

The situation is a little different with regard to Works which are already generating income. It should be specified whether the revenues apply from the date on which the agreement is signed or whether the publisher can collect payments retrospectively, i.e. all undistributed revenues relating to the Work, even though they were generated before the agreement was signed.

The same issue must be taken into consideration when the agreement expires. It should be specified whether the revenues end upon the date of expiration of the agreement, or whether the publisher can collect payments for all revenues during the period of the agreement even though they are distributed later.

1.4

"The Whole World" means absolutely every geographic area in which the Work is used. Ultimately, this also includes space – space stations, the moon and other planets – but: the copyright will probably be challenged in other areas long before this becomes a problem.

1.5

The Music Publisher must, insofar as is possible, endeavor to influence publishers and other users of the Work into informing about the correct title, the names of the rights-holders (crediting) and the date of the first publishing. This requirement can sometimes conflict with design issues, the space available and technical limitations, so full compliance with the requirement is not always possible. The requirement to be credited is a fundamental right under the Norwegian Copyright Act and credits must be stated in some way or other in connection with the publishing of the Work.

2

2.1

It is the economic rights that you assign to the Music Publisher's management. See the definition overview for more information on economic and moral rights.

The Music Publisher cannot assign an individual Writer's catalog separately – either wholly or in part (e.g. an individual work) – unless agreed otherwise or as agreed between the parties.

During the agreement period, the Music Publisher has the right to assign rights to the Work to third parties, either with or without the right for such parties to re-assign the rights themselves.

2.2

If you wish to exclude any areas from an otherwise standardized agreement, insert a cross in the relevant boxes. For more information on terms such as “graphic form”, “synchronization”, “mechanization”, etc., see the definition overview.

3

“Music Publisher” is a term that dates from the time when the publisher’s tasks primarily involved the publishing of written music. Although the term is no longer applicable, it is still used worldwide. Today, the Music Publisher is the Writer’s creative and administrative partner.

3.1

Unless specified otherwise in Article 2.2, the Music Publisher will normally help to make the Work available to the public

- in graphic form
- through public performance/communication to the public
- through synchronization
- through mechanization other than synchronization (if applicable, specify in Article 3.2)
- in another way which promotes the Work’s artistic and economic potential (can be specified in Article 3.2).

The Writer is responsible for the registration of the Work. The Music Publisher has neither an obligation nor a right to register the Writer’s shares in a Work to TONO unless agreed otherwise and the Writer has authorized the Music Publisher to do so by inserting a cross in the box, or authority has been given in some other way.

3.2

If the parties have agreed special conditions, these can be entered under this article. There could for example be an obligation for the continuing sale of written music after expiration of the agreement, a guaranteed recording or the performance of the Work by a particular date, etc.

3.3

The Writer must give the publisher the Work in a form that can be reproduced (written music or fixation).

The Music Publisher must have an objective reason for rejecting the documentation. The documentation requirements that are to apply should be agreed in connection with the signing of the agreement.

In the case of major orchestral works, a finished score will generally be required. For a simple melody, it may be sufficient to have a demo recording or a harmonized melody line with lyrics.

3.3.2

The original copy of the documentation could have, or could prove to have, an independent financial value, in addition to the “sentimental” significance that the copy could have for the Writer.

4

TONO distributes performance fees. NCB (Nordisk Copyright Bureau) distributes mechanical fees, but the actual payments are made through TONO. Other revenues are generally collected and distributed directly by the Music Publisher.

If the parties do not establish a specific agreement concerning non-standard split of royalties, TONO's standard split will apply. Updated standard splits are available at all times from TONO's website (www.tono.no).

The "Rest of the World" column: Each sub-publisher agreement established for a Work can contain various conditions. If several sub-publisher agreements are established for the Work, the division applicable under these agreements can be listed in a separate enclosure to this agreement. A sub-publisher is a music publisher to which the management of a Work within a particular territory is assigned for a limited period of time.

In this case, the term "Writer" means all Writers; see the definition below.

5

'Synchronization' means the compilation of music and images, e.g. an AV/audio-visual production. See also the definition overview.

If this agreement was principally entered into with regard to synchronization, we recommend that the enclosure that has been prepared for this agreement should be used.

6

'Graphic editions' means all forms of printed text and written music. See also the definition below.

6.1

If this agreement was principally entered into with regard to the publishing of printed music, we recommend that the enclosure that has been prepared for this agreement should be used.

Agreement concerning royalties can be calculated on the basis of the gross or net retail price.

- Gross: royalties will be calculated on the retail price minus value added tax (VAT).
- Net: royalties will be calculated on the basis of the retail price minus discounts and value added tax (VAT) (roughly equivalent to the record industry's 'PPD' or 'Published Price to Dealer')

6.2

Practice concerning royalties within the field of digital distribution is developing rapidly and the Music Publisher is obliged to stay up-to-date at all times.

6.3

The rental of written music is generally only of relevance to major orchestral works, dramatic music works and similar.

7

Often called a 'catch-all' clause. It applies to all situations that the agreement does not otherwise cover.

Rights that are very similar to performance or mechanical rights must be distributed according to the same principles as apply to such rights.

Revenues from other rights are divided equally between the parties.

8

If the Work is published, the Music Publisher will handle all licensing of the Work. Any enquiries you receive directly as Writer must be referred to the Music Publisher. This does not mean that you have no right of co-determination, but the Music Publisher must have an overview of the activity concerning the Work at all times and can prevent that you make agreements conflicting with other agreements.

The Music Publisher shall distribute "at source" – i.e. without deductions for other expenses or from third parties.

Only the Music Publisher's distributions and payments are referred to in this section, not distributions from TONO/NCB.

8.1

If no advance is paid, payments for performance and mechanical rights will be paid directly through TONO. At the time of preparation of this guidance, TONO's main distributions take place in June and November. There is a tendency for distributions to take place at an ever-increasing frequency.

Other payments are normally paid by the publisher, which must then send out statements for these.

8.2

Small amounts are time- and cost consuming for publishers. The practice for this varies to some extent, but the limit is normally set at around NOK 500.

8.3

You can audit the payments you receive from the Music Publisher, but you must pay the costs for this yourself, unless the audit shows an error margin in excess of 10% in the Music Publisher's favor .

9

9.1

In the event of cancellation, the rights to the Work return to the Writer, and the Music Publisher's right to collect payments for the Work ceases. If the Music Publisher has collected or received payments after the agreement has been duly terminated, these payments must be paid to the Writer without any deductions.

The expression "fundamental breach" is known as a legal standard. This means that the legislator has not decided which specific situations the expression will cover, but has instead left the detailed interpretation of the expression to the discretion of the courts. A legal standard may therefore also develop over time, in line with the prevailing moral and legal views within society. A fundamental breach normally presupposes that one party has enduringly or repeatedly committed a breach of agreement of certain significance, or alternatively committed several or many different breaches of agreement. However, only the courts can decide whether or not a breach is fundamental if the parties are unable to agree on a solution.

9.2

Force majeure (French for "superior force") is a common clause in agreements which basically releases one or both parties from liability for a breach when an extraordinary event, accident or similar occurs.

9.3

In practice, the provision covers the period from the publisher becoming insolvent (no longer able to fulfil his ongoing obligations) until a) the Writer cancels the agreement (cf. Article 8.1, b) the Publisher is declared bankrupt, or c) the Publisher becomes solvent/able to make payments again.

Norwegian law will apply in the event of bankruptcy.

9.4

The same conditions as apply to the duration of the agreement also apply to payments after expiration of the agreement.

9.5

In the event of disagreement between the parties, Norwegian law will apply. This could be important if a foreign rights-holder or publisher is involved.

10

If the agreement covers anything that is not referred to, it can be entered here.

11

On occasions, an advance is paid to the Writer. A separate enclosure to this agreement has been prepared which covers the details in connection with this.

12

This agreement replaces all previous agreements that you have made for the Work. You cannot enter into agreement with more than one music publisher for the same exclusive rights.

It is important that all parties sign all copies of the agreement and appendices.

Take good care of your copy and make sure you notify your Work to TONO if you have not given the Music Publisher authority to do this for you.

Definitions of words and expressions used in the agreement

The following definitions apply in connection with the interpretation of the agreement:

Copyright Control: See Manuscript.

Domaine publique:

“Public domain”. Works to which the intellectual property rights have expired, and thus no longer give entitlement to a payment.

Droit moral: See Moral rights.

Joint Work:

A Work co-written by several Writers. Payments are divided in accordance with the agreement even though, for example, only lyrics or melodies are performed/published. The opposite of intimate collaboration is where a composer uses existing lyrics or a writer writes lyrics for an existing melody (“composite work”). The permission of the other rights-holders must then be obtained and the new melody/lyrics will be deemed non-exclusive. In such a case, a separate agreement should be drawn up.

Publisher Catalog:

Publishers will often place Works in different sub-catalogs. This is comparable to a record company publishing different repertoires on different labels or the practice adopted by book publishers. This is usually for marketing or administrative reasons and is of little significance to the collaboration between Music Publisher and Writer.

Performance Rights:

Rights associated with the playing or performance of a Work. (Broadcasting, concert, religious service/prayer to music, entertainment, revue, film, other performance areas.)

General Agreement:

Agreement between an Writer and a Music Publisher concerning the Writer’s performance and the Music Publisher’s obligations with regard to the Works that the Writer creates while the General Agreement is in force. A General Agreement is not limited to one or more specific Works.

Make available to the Public:

Copyright expression which comprises 1) distribution of the work through i.a. sale, rental or lending, 2) public display of a work of art and 3) public performance (see the definition of Public Performance).

Graphic Form:

Written music or text – Visual presentation of the Work in its entirety, in an arrangement, or parts of the Work as text, music or digitalization alone.

Grand Rights:

The expression “grand rights” is used in connection with the dramatic performance of a Work (e.g. opera, operetta, theatre, musical, play, pantomime, ballet or similar).

Moral Rights:

A set of rights that the Writer always retains:

- The right to be credited (the Writer’s right to be named in accordance with good practice)
- The right to publish anonymously or under a pseudonym.
- The right of respect (the Work can not be reproduced in any way that infringes the rights of the Writer or the Work).

The Writer also has Economic rights.

Catalog: See “Publisher Catalog”.

Copyright Notice:

The Writer's right to be named in connection with the use of his or her Work (see Moral Rights).

Life of Copyright:

The period during which a Work is copyrighted, i.e. 70 years after the Writer's death.

Licensing:

A non-exclusive right given to a third party for a limited use of the Work.

Sound Fixation Rights: See "Mechanical Rights".

Copyright control:

A Work that has not been published is under copyright control. The Writer manages all rights.

Mechanical Rights:

The right to record the Work onto CD, MC, audio-DVD or vinyl, film (synchronization), CD-ROM, video, DVD, covermount products, premium products, karaoke, Library Music, ring tones, toys, music boxes, greetings cards, advertising and the Internet. In the Nordic region, Mechanical rights are managed by the Nordisk Copyright Bureau (NCB) on behalf of, and in close cooperation with, TONO and the other Nordic collecting societies.

There are negotiated rates in most areas, but in connection with advertising use and synchronization, it is largely left to rights-holders to determine the size of the payment.

NCB

The Nordisk Copyright Bureau (NCB) manages the mechanical rights (CD, MC, audio-DVD, MP3, etc.), also known as sound fixation rights or mechanical reproduction, on behalf of the Nordic collecting societies. Like TONO, NCB has representation agreements with sister societies in other countries and manages the mechanical rights of foreign rights-holders in the Nordic region. NCB is jointly owned and managed by the Nordic performing rights societies (the TONO companies).

Public Performance:

The playing or performance of a work (broadcasting, concert, religious service, entertainment, revue, film, making available on the Internet etc.)

Writer:

Composer or lyric writer. In publishing agreements, 'Writer' is often used as a common term to refer to anyone who has contributed creatively to the Work.

Print: See "Graphic Form".

Sub-publisher/sub-publishing:

A music publisher to which the original publisher assigns the management of a Work in a particular territory for a limited period of time.

Synchronization:

Film, advertisement, etc., mechanization of a Work through copying to images or other sound.

TONO:

The Norwegian collecting society TONO, or any equivalent company. TONO is a co-operative company, founded in 1928, which is owned and managed by its members; composers, lyricists and music publishers. TONO manages performance rights concerning works of music. Together with the other collecting societies in the Nordic region, they own the Nordisk Copyright Bureau, which manages mechanical rights on their collective behalf.

Trad.: See *Domaine Publique*.

Work:

Musical composition with or without lyrics.

Economic Rights:

The copyright consists of economic rights and moral rights. The economic rights are:

- exclusive right to make copies
- exclusive right to make the Work available to the public.