Model Bilateral Agreement type A - Schedules

SCHEDULE A

1. Categories of Works
   Within the scope of its authority as set out in the preamble paragraph B, Society A represents the rightsholders of reprographic reproduction rights in the following categories of works:
   <Insert the Categories of Works represented>

   Subject to the following exceptions:
   - the publisher's rights in _____ (any excluded category of publication, for instance newspapers, publications by music publishers etc.)
   - the author's rights in _____ (applicable whenever a particular "sub-category" of works is excepted, for instance journalistic works or maps as a category of literary works.)
   - unpublished works

   Society A will regularly provide Society B with its list of excluded categories and individual works and publications which Society A notifies to its licensees.

2. Reprographic Reproduction Rights
3. In the context of this Agreement, reprographic reproduction and reprographic reproduction rights when used in reference to Society A means reprographic reproduction by photocopying <include separately all the Reproduction Rights administered by Society A> but specifically excludes translation and adaptation of the Works.

SCHEDULE B

1. Categories of Works
   Within the scope of its authority as set out in the preamble paragraph C, Society B represents the rightsholders of reprographic reproduction rights in the following categories of works:
   <Insert here the Categories of Works represented>

   Subject to the following exceptions:
   - the publisher's rights in _____ (any excluded category of publication, for instance newspapers, publications by music publishers etc.)
   - the author's rights in _____ (applicable whenever a particular "sub-category" of works is excepted, for instance journalistic works or maps as a category of literary works.)
   - unpublished works
Society B will regularly provide Society A with its list of excluded categories and individual works and publications which Society B notifies to its licensees.

2. Reprographic Reproduction Rights
In the context of this Agreement, reprographic reproduction and reprographic reproduction rights when used in reference to Society B means reprographic reproduction by photocopying ... include separately all the Reproduction Rights administered by Society B> but specifically excludes translation and adaptation of the Works.

SCHEDULE C

INFORMATION TO BE MADE AVAILABLE ON TRANSFER OF FUNDS
Society A will make the following information about the rights, works and publications copied by reprographic reproduction to Society B:

SCHEDULE D

INFORMATION TO BE MADE AVAILABLE ON TRANSFER OF FUNDS
Society B will make the following information about the rights, works and publications copied by reprographic reproduction to Society A:

SCHEDULE E

DISTRIBUTION INDEMNITY AND UNDERTAKING
TO: Society A
FROM: Society B

Society B hereby
1. acknowledges receipt from Society A of fees transferred in accordance with Clause 9 of the Agreement between Society A and Society B dated <insert date of Agreement>.
2. indemnifies Society A from and against any claim, action, proceeding or demand made or brought against Society A for any fee, damages, costs or expenses as a consequence of any claim being made by or on behalf of any rightsholder or the agent of any rightsholder for the payment of any fee due to the rightsholder from the reprographic reproduction of the rightsholders' rights, works and publications in Territory A during the period to which this payment relates.
3. in accordance with Clause 8 of the Agreement between Society A and Society B undertakes to distribute in a prompt and proper manner to the rightsholders as notified by Society A the fees to which those rightsholders are entitled.
SCHEDULE F

DISTRIBUTION INDEMNITY AND UNDERTAKING

TO: Society B
FROM: Society A

Society A hereby

1. acknowledges receipt from Society B of fees transferred in accordance with Clause 9 of the Agreement between Society A and Society B dated <insert date of Agreement>.
2. indemnifies Society B from and against any claim, action, proceeding or demand made or brought against Society B for any fee, damages, costs or expenses as a consequence of any claim being made by or on behalf of any rightsholder or the agent of any rightsholder for the payment of any fee due to the rightsholder from the reprographic reproduction of the rightsholders' rights, works and publications in Territory B during the period to which this payment relates.
3. in accordance with Clause 8 of the Agreement between Society A and Society B undertakes to distribute in a prompt and proper manner to the rightsholders as notified by Society B the fees to which those rightsholders are entitled.

SCHEDULE G

CONFIDENTIAL DOCUMENTS

1. Documents remaining confidential to Society A:
2. Documents remaining confidential to Society B:

SCHEDULE H

INVESTMENT INCOME

RRO…, by virtue of a decision taken by the General Assembly of its members, deducts management fees/uses the income arising from the investment of fees for purposes other than distribution, and RRO … consents to such use of the investment income.
SOCIAL AND CULTURAL DEDUCTIONS

RRO…, by virtue of a decision taken by the General Assembly of its members, deducts…% of its rights revenue for social and cultural purposes, and RRO…. consents to such deduction.

OTHER DEDUCTIONS

1. Other deductions to be made by Society A in accordance with Clause 11:
2. Other deductions to be made by Society B in accordance with Clause 11: