

# 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- unpublished works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- unpublished works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: