

Copyright Licensing Limited (CLNZ) Rights Agreement – Visual Artists

In order for CLNZ to effectively help you to manage your copyright, we need some information about you and for you to agree to the terms of service set out in this document. The Agreement details what you authorise CLNZ to do on your behalf, and what CLNZ will do in return. All information provided by you in this Agreement is managed by CLNZ as outlined in our [Privacy Policy](#). You may not have worked with a Collective Management Organisation previously and some of the terms in this Agreement may be unfamiliar. **We encourage you to ask any questions you have about the Agreement, prior to signing.**

The person signing this Agreement must have the legal authority to do so. **Please contact us if you have any questions about your authority to sign this Agreement.**

Words and phrases shown in **bold** in this **Agreement** have defined meanings wherever they appear, and are set out in the Terminology section of the document.

GRANT OF RIGHTS

The Rights that you give to CLNZ

1. You grant to **CLNZ** the following non-exclusive, world-wide rights in respect of your **Artistic Work/s** (the **Repertoire**) as notified to **CLNZ**:
 - 1.1 The right to grant to **Licensees** the right to reproduce, publish and/or communicate the **Artistic Works** in the course of the Licensee's business;
 - 1.2 The right to enter into agreements with **Collecting Agencies** to make available to their respective licensees, and those licensees' respective users, rights in the **Artistic Work/s**;
 - 1.3 The right to licence the **Artistic Work** pursuant to any **Licensing Scheme** and to amend, terminate or replace that **Licensing Scheme**, as **CLNZ** considers advisable, from time to time;
 - 1.4 Such rights as shall be necessary for **CLNZ** to negotiate and grant to **Licensees** and **Collecting Agencies** the rights and licenses set out in clauses 1.1, 1.2 and 1.3;
 - 1.5 The right to publicly promote CLNZ's representation of the Artist and the availability of the rights set out in clauses 1.1 to 1.4 above;
 - 1.6 The right to collect **Licence Fees** and to make **Distributions** in accordance with the CLNZ **Distribution Policy**, and to deduct CLNZ's commission of 20% of any applicable Licence Fee and to pay the balance of 80% to the **Rightsholder**;
 - 1.7 The right, at **CLNZ's** cost, to take, progress, defend, appeal and settle any proceeding in the New Zealand Copyright Tribunal in relation to a **CLNZ Licensing Scheme**, as **CLNZ** considers advisable;
 - 1.8 The right, having first consulted and agreed in writing with the **Rightsholder**, to take, progress, negotiate, defend, appeal and settle any proceeding, mediation, arbitration or other action, in a court, tribunal or other forum having competent authority, in any jurisdiction, in the **Rightsholder's** name, as **CLNZ** considers advisable and at **CLNZ's** cost in respect of an **Artistic Work/s**. Where a financial award is made as a result of any action, **CLNZ** shall be entitled to recover its costs and expenses (including its full legal, expert and other costs) and shall then pay to the **Rightsholder** from that award a sum that **CLNZ** reasonably considers to be proportionate to the value of the **Rightsholder's Artistic Work/s** included in the action.

Your General Responsibilities

2. As the **Rightsholder** you:
 - 2.1 Warrant and represent that you have the full power and authority to grant to **CLNZ** the rights set out in clause 1 of this **Agreement** in respect of each **Artistic Work**;

- 2.2 Indemnify **CLNZ**, and any **Licensee** and **Collecting Agency** to which rights are granted in respect of an **Artistic Work**, for any reasonable costs arising directly out of a breach of any of the warranties and representations set out in clauses 1.1 and 2.1;
- 2.3 Acknowledges that **CLNZ** is relying on the warranties and representations in clauses 2.1 and the indemnity in clause 2.2, in providing the **Services**;
- 2.4 Prior to making any **Distribution**, **CLNZ** will require an appropriate GST invoice or invoices in respect of the payment(s) to be made, or, where GST is not applicable, an invoice or invoices otherwise acceptable to **CLNZ**. **CLNZ** shall be entitled to generate New Zealand GST invoices itself, for GST registered **Payees**, in accordance with applicable law.

CLNZ's General Responsibilities

3. **CLNZ** shall, with due diligence, manage the exploitation of the rights granted under clause 1 and:
 - 3.1 Negotiate and enter into agreements with **Licensees** and **Collecting Agencies** with the aim of maximising returns distributed to **Rightsholders**;
 - 3.2 Operate as a non-profit company and not make any deductions from **License Fees** other than the proper and reasonable sums provided for in this **Agreement**, and as set out more fully in the **Distribution Policy** (as amended from time to time);
 - 3.3 Pay **Distributions to Payees** in accordance with the **Distribution Policy**;
 - 3.4 Inform the **Rightsholder** as soon as reasonably practicable after it becomes aware of any infringement of the intellectual property rights in an **Artistic Work**;
 - 3.5 Allow the **Rightsholder** to exclude an **Artistic Work** from any licences or **Licensing Schemes** under clause 1 of this **Agreement**, in which case, **CLNZ** shall use its reasonable commercial efforts to bring that exclusion to **Collecting Agencies'** and **Licensees'** attention as soon as reasonably practicable. **CLNZ** shall not be liable for any continued use of an excluded **Artistic Work** by a **Collecting Agency** or **Licensee** (or any of their respective licensees or users).

GENERAL TERMS

Termination and Suspension

4. **CLNZ** may terminate or suspend the **Agreement**:
 - 4.1 at any time on 60 days' notice to the **Rightsholder**;
5. The **Rightsholder** may terminate or suspend the agreement:
 - 5.1 at any time on 60 days' notice without cause;
6. Rights licensed by **CLNZ** to **Licensees** or **Collecting Agencies** prior to termination or suspension shall be unaffected, subject to the terms of those licenses. **CLNZ** shall use its reasonable commercial efforts to bring that termination or suspension to **Collecting Agencies'** and **Licensees'** attention as soon as reasonably practicable. **CLNZ** shall not be liable for any continued use of an **Artistic Work** affected by termination or suspension by a **Collecting Agency** or **Licensee** (or any of their respective licensees or users) following that termination or suspension.
7. As part of its normal processing of **Distributions**, **CLNZ** shall calculate and pay to **Payee(s)** specified by the **Rightsholder** a final **Distribution** for all **Artistic Works** affected by a termination.

Miscellaneous

8. Other than a dispute under the **Distribution Policy**, all disputes arising out of or in connection with the **Agreement** or suspension or termination of the **Agreement**, shall be dealt with in accordance with CLNZ's **Alternative Dispute Resolution** process, prior to initiating any court action (except where urgent relief is required).
9. Interpretation of this **Agreement** and all matters arising out of it or its suspension or termination shall be governed by New Zealand law and the parties submit the exclusive jurisdiction of the New Zealand courts, save that no objection shall be made to the enforcement of a judgement of a New Zealand court or arbitral award in any other jurisdiction.

SIGNED by you:	
Name:	_____
Signature:	_____
Date:	_____

Terminology

Words and Phrases	Meanings
Act	The Copyright Act 1994 (as amended from time to time).
Agreement	This document in its entirety
Alternative Dispute Resolution Process	The CLNZ Alternative Dispute Resolution Process as amended from time to time in accordance with its terms (viewable at www.copyright.co.nz).
Artistic Work/s	As defined under the Act
CLNZ	Copyright Licensing Limited PO Box 331488, Takapuna Auckland 0740 Phone: (09) 486 6250 Email: info@copyright.co.nz
Collecting Agency	An overseas copyright collecting society/organisation or reproduction rights organisation with which CLNZ has a reciprocal arrangement.
Copyright Owner	The Rightsholder and any other person or organisation that owns copyright in an Artistic Work .
Distribution	A payment made by CLNZ to a Payee (which may be a Rightsholder or someone else that the Rightsholder specifies) in respect of an Artistic Work , in accordance with the Artistic Work Listing and the Distribution Policy .
Distribution Policy	The CLNZ Distribution Policy as amended from time to time in accordance with its terms (viewable at www.copyright.co.nz).
Licence Fees	Fees paid by Licensees or Collecting Agencies in respect of a Artistic Work .
Licensee	A third party (other than a Collecting Agency) to which CLNZ grants rights in respect of an Artistic Work .

Words and Phrases	Meanings
Licensing Scheme	A licensing arrangement where groups of users of copyright works are offered licenses on equivalent terms for particular uses in particular circumstances e.g. CLNZ's Schools Licensing Scheme – available to all New Zealand schools on the same terms
Payee	An organisation or person specified by the Rightsholder to receive all or part of a Distribution . A Payee may be a Rightsholder , another Copyright Owner or any other person or organisation specified by the Rightsholder .
Repertoire	The Artistic Works which the Rightsholder advises CLNZ both at the time of establishing this agreement and any future Artistic Work/s .
Rightsholder	The person or organisation that enters into this Agreement and is named as the "Rightsholder", together with its permitted successors and assigns.
Services	The services set out in clause 3 and any additional services taken up by the Rightsholder from time to time by signing or accepting a Supplementary Schedule for those Services, all of which are provided by CLNZ under this Agreement .
