



Collective agreement Professional choir or orchestra

Sena number: (to be entered by Sena)

Processed by Sena on:

The undersigned,

Please enter the information below in block letters

Name of choir/orchestra:

Street:

Postcode and town/city:

Contact person: male/female

acting in the name of the individual members of:

Choir/orchestra:

Current number of members:

Established in (town/city):

Legal form:

VAT number:

If the choir or orchestra has already entered into a collective agreement with and/or receives funds or has received funds from a foreign organisation for neighbouring rights, please enter the name of this organisation here:

hereinafter referred to as 'the choir/orchestra'

and

Foundation for the Exploitation of Neighbouring Rights (SENA)

legally represented in the present matter by its CEO, Mr M.J. Bos

(hereinafter referred to as 'Sena')

(see page 2)

THE CHOIR/ORCHESTRA AND SENA AGREE AS FOLLOWS:

Article 1

1.1 The choir/orchestra will always receive from Sena, on behalf of the individual members of the choir/orchestra, the total fees payable by Sena to the individual members of the choir/orchestra pursuant to the Neighbouring Rights Act (*Wet op de naburige rechten: WNR*), and pursuant to the Rome Convention (1961) and/or other international agreements concerning the publication of commercially released phonograms on which the choir/orchestra collaborated, after deducting the amount payable to those members who have stated in writing that they do not wish to participate in the present payment arrangement.

1.2 The fees payable by Sena comprises both Dutch and foreign fees, unless the choir/orchestra has informed Sena in writing that a collective agreement has been entered into with a foreign organisation whose activities are the same as or comparable to those of Sena or has notified Sena not to implement the exercise and enforcement of rights in a specific country.

Article 2

The choir/orchestra undertakes vis-à-vis Sena to make every effort to obtain authorisations from all choir/orchestra members (former members, existing members and future members) to collect, on behalf of each of them, the fees from Sena intended for the member concerned. The original authorisations must be provided to Sena.

Article 3

The choir/orchestra will provide Sena with a statement of the individual choir/orchestra members who do not wish to participate in the present payment arrangement.

Article 4

The apportionment or application of the funds will take place in a manner to be specified by the individual choir/orchestra members. If it is decided to apportion the funds on an individual basis, the apportionment key to be applied will be determined in consultation with Sena, in accordance with the distribution regulations applicable within Sena. The choir/orchestra undertakes to provide Sena with a statement of the payment made to individual choir/orchestra members, which will include: name, Sena number and the payment amount.

Article 5

If it is decided to spend the funds received in a given calendar year collectively, the total amount paid in that calendar year to the choir/orchestra, divided by the number of members who have signed an authorisation, will be deemed to have been paid to those members within the meaning of Article 7 of the Articles of Association.

Article 6

The choir/orchestra indemnifies Sena against any direct claims against Sena from members and former members of the choir/orchestra to fees in connection with phonograms on which the choir/orchestra collaborated, with the exception of claims from those members who have stated that they do not wish to participate in the present payment arrangement. Sena is entitled to set off individual claims against fees payable to the choir/orchestra in the future.

Article 7

The choir/orchestra will ensure that every effort is made to provide Sena with a statement that is as complete as possible of the repertoire and the composition of the choir/orchestra.

Article 8

1. This agreement will take effect on the day of signing by the choir/orchestra and is entered into for an indefinite period.
2. The choir/orchestra can terminate this agreement by written notice of termination with effect from 31 December of any calendar year, subject to a notice period of at least three months.
3. Termination of this agreement by Sena is only possible if and insofar as this is expressly provided for by the Articles of Association.

Drawn up and signed in duplicate,

FOR SENA

M.J. Bos – CEO

Signature:

dated:

in Hilversum

FOR THE CHOIR /ORCHESTRA

Name: Position:

dated:

at:

Signature:

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Sena is certified with the CBO (*collective management organisations*) Quality Mark