

I. Warranties and Indemnities

The Member represents and warrants to Screenrights in accordance with the Membership Agreement that:

1. The Program contains Artistic Works;
2. The Member is entitled to collect Royalties for the exploitation of the Relevant Copyright;
3. The Copyright Owner owns the Relevant Copyright for the period indicated above; and
4. To the best of the Member's knowledge the Artistic Works in the Program are not in the Public Domain. Where the Member becomes aware that Royalties are allocated to Artistic Works that are in the Public Domain, the Member will return the Royalties to Screenrights within two (2) months of this determination, without the deduction of any fees, commissions or charges.

If the Member is claiming in the capacity of AGENT then the following paragraphs also apply:

5. The Member represents the Copyright Owner through a Representation Agreement.
6. The Member is duly authorised as the Agent of the Copyright Owner to collect the Royalties from Screenrights directly on the Copyright Owner's behalf through a Representation Agreement.
7. Subject to paragraphs 4 and 8, the Member will promptly allocate and distribute the Royalties received from Screenrights to the Copyright Owner:
 - (a) in accordance with Screenrights' calculations; and
 - (b) less any reasonable administrative expenses which will be no higher than the Member's standard administration fee or charges.
8. In the event that Royalties remain undistributed to the Copyright Owner for any reason for at least two (2) years from the date of this Agreement, the Member will return the Royalties to Screenrights without deduction of any fees, commissions or charges.

9. The Member will promptly provide Screenrights with the following information as reasonably requested by Screenrights to establish the following:
 - (a) the amount of Royalties distributed to the Copyright Owner; and
 - (b) the amount of undistributed Royalties.
10. In addition, the Member will provide Screenrights with all documents (including copies of the Representation Agreement) and information as reasonably requested by Screenrights to establish the following:
 - (a) the representation of the Copyright Owner by the Member; and
 - (b) the basis of the claim to Royalties by the Copyright Owner.
11. Notwithstanding paragraphs 8, 9 and 10, Screenrights:
 - (a) need only make payment of the Royalties to the Member; and
 - (b) is not obliged to make any enquiries as to whether the Royalties (or part thereof) have been dealt with in accordance with the Representation Agreement.

General Warranties

12. The warranties, representations and obligations set out in this Agreement will continue to be current and binding on the Member including after the termination of the Membership Agreement.
13. The Member agrees to indemnify Screenrights against all damages, costs and expenses incurred by Screenrights arising out of a breach by the Member of any representation, warranty or agreement contained in this Agreement.
14. The Member has read the Definitions and acknowledges that they form part of this Warranty.
15. This Warranty is governed by the laws of the State of New South Wales.

J. Signature

Signed by: for and on behalf of the Member Date: / /
D D M M Y Y Y Y

Name:
(Print name of authorised representative)

Position:
(Print position of authorised representative)

K. Definitions

Please read these definitions carefully and make sure that you understand the warranty you are making to Screenrights:

- Acts:** The Australian Act and the New Zealand Act.
- Agent:** A person duly appointed the agent of the Copyright Owner of the Relevant Copyright in Australia and New Zealand for the purpose of collecting the Royalties from Screenrights.
- Artistic Work:** Artistic Work as defined in the Acts.
- Assignee:** A person who acquired the Relevant Copyright by virtue of an assignment in writing.
- Australian Act:** Copyright Act (Commonwealth of Australia) 1968.
- Author:** The person who created the Work under the Acts (as set out at Item D).
- Copyright Owner:** The owner of the Relevant Copyright in the Program (as set out at Item D) including Exclusive Licensee or Assignee.
- Communicate:** means to make available online or electronically transmit (whether over a path, or a combination of paths, provided by a material substance or otherwise) a work or other subject matter (see Section 10(1) of the Australian Act).
- Exclusive Licensee:** A person who acquired an exclusive licence under a written agreement whereby they are entitled to control or exercise the Relevant Copyright in Australia and New Zealand to the exclusion of all other persons.
- Member:** The Copyright Owner or Agent of the Copyright Owner (set out in Item A) who has also entered into a Membership Agreement with Screenrights.
- Membership Agreement:** The membership agreement between Screenrights and the Member.
- New Zealand Act:** Copyright Act 1999 (New Zealand).
- Program:** The Program as listed at Item C of this document.

- Public Domain:** Where the copyright in the Artistic Work has expired or is not subject to copyright and may thus be freely used by the public, according to the Acts.
- Relevant Copyright:** Means the right to:
 - (a) reproduce the Artistic Work in Australia and New Zealand from a television broadcast of the Program incorporating the Artistic Work;
 - (b) Communicate (including by way of video reticulation, email, internal broadcast and making available on-line) the Artistic Work in Australia from a copy of a television broadcast of the Program incorporating the Artistic Work; and
 - (c) receive remuneration for the Retransmission in Australia of the Artistic Work incorporated in the Program.
- Representation Agreements:** means:
 - (a) The licence, agency, or representation agreement entered into between the Member and the Copyright Owner; or
 - (b) The agreement between the Member and the Society for the distribution of Royalties to Copyright Owners in the Program.
- Retransmission:** means "retransmission" as defined in the Australian Act.
- Royalties:** Amounts of money collected by Screenrights under Screenrights' royalty collection services and paid to Owners of the Relevant Copyright for the exercise of the Relevant Copyright in the Artistic Works in the Programs in Australia and New Zealand.
- Screenrights:** The Audio-Visual Copyright Society Ltd trading as Screenrights.
- Society:** The international visual arts collecting society (as set out in Item A or referred to in Item B) with whom the Member has entered into a Representation Agreement or which operates in the territory where the Copyright Owner is a national.

Do you require further information?

Further information is available on Screenrights Artistic Works Registration Fact sheet.

This form is available on Screenrights' website at www.screen.org or by contacting Screenrights' Artistic Works Coordinator at art@screen.org or on (02) 9904 0133 or +61 2 9904 0133 (for international callers).

Level 3, 156 Military Road Post Office Box 1248 Fax: +61 2 9904 0498
Neutral Bay NSW 2089 Neutral Bay NSW 2089 Ph: +61 2 9904 0133
Australia Australia