

Code of Good Practices for the Publishing of Musical Works

Preamble

On several matters relating to the content of music publishing agreements, the French Intellectual Property Code refers explicitly to industry practices, notably in its articles L.132-11, L.132-12 and L.132-13.

The professional organisations of authors, composers and publishers thus considered that it would be useful to specify these practices and establish, through this document, a comprehensive, balanced and shared frame of reference.

This Code of Good Practices has been drawn up and signed by CSDÉM, CEMF, ULM, SNAC, UNAC and UCMF¹, as professional organisations representing music publishers and music authors, understood as including lyricists, composers, translators, arrangers, adapters and librettists.

This Code aims:

- To provide a balanced legal framework to the music publishing profession, enabling the peaceful and economically viable exercise of the assigned rights and offering the conditions for the optimal exploitation of musical works,
- To guarantee authors a balanced legal framework for the assignment of the economic rights they are granted by law in and to their musical works, the transparency in the management of works by publishers and the balanced participation of authors in the financial results of the exploitation of musical works.

This Code of Good Practices concerns the whole music publishing sector, regardless of the genre (popular, classical, film music, library music). Nevertheless, some of its provisions are explicitly mentioned as relating specifically to certain genres.

The implementation of this Code shall not affect any existing contracts and agreements between publishers and authors of musical works and their collective management organisations.

The signatory organisations shall call on their members to observe the good practices set out herein for the entire duration of existing and future publishing contracts with regard to those provisions of the latter whose application is impacted by this Code.

This Code is intended to extend to all professionals in the sector by way of normal collective bargaining procedures from the moment that the French Intellectual Property Code contains provisions providing for such an extension. It is also intended to serve as a reference for possible future changes to the French Intellectual Property Code concerning music publishing.

¹ Current list of signatories

1- Definition of the profession of publisher

The publisher of a musical work is the natural or legal person who, in accordance with the good practices set out herein, manufactures multiple copies of the work or has such copies manufactured, ensures the publication, dissemination and exploitation thereof, and monitors and pays to the author the remuneration generated by the exploitation of the work. These components form an indivisible whole and may not be exercised in part, without entailing the risk of causing harm to authors and to publishers.

Through the Exclusive Songwriter Agreement and the Single Song Publishing Agreement, the publisher determines, together with the author, the possible ways of supporting the creation of the musical work, through payment of a guaranteed minimum or a recoupable advance under the conditions described below. The publisher may also ensure financing for the work's creation through any other form of material or logistical support.

The publisher shall respect the author's moral right in all the forms of exploitation that publisher may negotiate and shall take full responsibility for assessing whether a proposed exploitation requires the author's agreement in this respect. However, the publisher shall always consult the author if the exploitation of the work requires its arrangement or adaptation, particularly its audiovisual adaptation. The publisher shall intervene by any means to put an end to any exploitations of the work, of which the publisher is aware, carried out in breach of the rights assigned to the publisher, except in those cases where a collective management organisation has sole authority to do so and take legal action. The publisher shall also intervene by any means to correct any anomalies noted by it or reported to it in the payment of royalties.

2- Exclusive Songwriter Agreement

Granting an exclusive option right to a publisher is a more or less common practice depending on the music genre. As it constitutes derogation from the principle of the prohibition of blanket assignments of future works provided for in article L.131-1 of the French Intellectual Property Code, such exclusive option right must be regulated.

The publisher shall inform the author of the legal consequences of the signature of such an agreement and to encourage the author to seek the assistance of a legal adviser before contracting. *The contract shall mention that this information duty has been respected.*²

The exclusive songwriter agreement formalises the exclusive option right (so-called “preferential right”) provided for in the French Intellectual Property Code. Such agreement is negotiated on a one-to-one basis notably with regard to its duration, the number and genre of the works, within the framework laid down in article L.132-4 of the French Intellectual Property Code.

The exclusive songwriter agreement sets out any possible way of supporting the creation of the work that the publisher may make available to the author.

If such support takes the form of a recoupable advance against the revenues from the exploitation of the work, the conditions of the recovery of the advance shall be specified in the agreement (recoupment spread in time, recoupment against the royalties paid to the author by the publisher, from the royalties collected by collective management organisations, accruing from the work in question or from the whole catalogue, etc.).

The author shall propose to the publisher all the works created during the term of the exclusive songwriter agreement in the genre(s) set out in said agreement.

² The sentences and paragraphs in italics indicate the provisions that apply only to contracts concluded after the 1st of July 2018 (see annex)

In the event that the author fails to fulfil his/her obligations under the exclusive songwriter agreement, the publisher may request the refund of the advances granted to the author.

In accordance with article L.132-4 of the French Intellectual Property Code, the publisher's successive refusal of two new works in a same genre provided for in the agreement shall terminate the publisher's exclusive option right with respect to the future works created by the author in the same genre as those refused. However, the author is required to refund the publisher the advances paid for the creation of future works in that genre.

3- Single Song Publishing Agreement

The Single Song Publishing Agreement sets out the author's and the publisher's reciprocal obligations.

The Single Song Publishing Agreement applies work by work, even when only one such agreement is signed for several works.

Under article L.132-12 of the French Intellectual Property Code, the publisher is required to ensure the work's permanent and sustained exploitation and its commercial dissemination in accordance with industry practices. Accordingly, the publisher is required, on an ongoing basis throughout the whole term of the agreement, including in a time-modulated manner, to take the necessary steps to ensure that the work enjoys the best possible exploitation.

Where the author is a member of a collective management organisation, the author shall inform the publisher accordingly, before assigning his/her rights in and to the work.

3.1- Work creation support and recoupable advances

The Single Song Publishing Agreement sets out, where applicable, the ways of supporting the creation of the work afforded to the author by the publisher, independently of those mentioned in an exclusive songwriter agreement if any exists.

With regard to recoupable advances, it sets out their amount, the terms of recoupment against the exploitation revenues (notably against all or part of the royalties collected by collective management organisations and the royalties managed directly by the publisher, accruing from all or some of the author's works) and the refund terms in the event of the agreement's termination.

The publisher shall not charge interest on recoupable advances paid to authors.

The author shall inform the publisher of the existence of any enforcement measure encumbering the author's account in a collective management organisation (garnishment, distraint - including protective attachment - secured bank loan, guarantee etc.) before any advance payment by the publisher.

3.2- Delivery of the work by the author

The Single Song Publishing Agreement sets out the conditions and the forms in which the author shall deliver the work to the publisher so that its publication, permanent and sustained exploitation and commercial dissemination may be ensured in accordance with the assigned rights.

Where the author has delivered the work in the form of a (computer or audio) file, if it also becomes necessary to produce a written score, the copyist's costs shall be borne by the publisher.

If the author transfers the original medium of the work to the publisher, such transfer must be expressly mentioned in the Single Song Publishing Agreement.

The transfer of an original medium is granted without prejudice to related rights owners. It may be granted on a free of charge basis or in consideration of the payment of a specific remuneration shared between all the rights holders, notably when the transferred physical medium enables the musical work to be exploited without any other investment from the publisher to use the supplied master (or, in the case of classical music, the matrix or cutting).

The author shall inform the publisher of the use of any pre-existing work within the work delivered to the publisher.

The author shall inform the publisher of any registration of the work with a collective management organisation that the author may have made prior to the assignment of his/her rights in and to the same work to the publisher.

3.3- Publication of the work

Publication of a musical work may be contemplated when the author has considered that his/her work may be disclosed and has delivered it to the publisher with whom the author has signed a Single Song Publishing Agreement. The delivery of the work to the publisher and the signature of the Single Song Publishing Agreement shall be deemed to constitute the exercise of the right of disclosure.

The Single Song Publishing Agreement sets out the time limits and forms of publication of the work by the publisher, determined with regard to the public for whom it is intended.

Based on the scope of the assignment of the rights and the intended purpose of the work, the publication of a work may take various forms: graphic, sound recording, public performance, etc. The first communication of the work to its intended public shall be deemed to be the publication by the publisher. For example, the incorporation of an original soundtrack in a film is deemed to be the publication of that original soundtrack.

The Single Song Publishing Agreement sets out:

- *the manner in which the author's final approval for release (so-called "passed for printing") shall be given to the publisher,*
- *the format(s) or the form(s) in which the publisher must ensure publication,*
- *the minimum number of copies forming the first publication, or the minimum royalties guaranteed by the publisher,*
- *the time limit agreed for the work's publication, which may not be longer than one year after the appropriate material has been delivered by the author.*

The abovementioned time limit does not apply to works of classical music and the field of library music, for which the time limit for publication is two years.

In the event of failure by the publisher to respect the minimum number of copies to be made, the payment of the guaranteed minimum royalties or the publication time limits set in the Single Song Publishing Agreement, the author may demand the termination of said agreement under the conditions set out in section 5.1 hereunder.

Save any specific provisions in the Single Song Publishing Agreement, the production of orchestral materials and, in the popular music field, the size, and the weight of the paper and the colour of the score are left to the publisher's discretion.

The marketed score includes the following:

- the surnames, first names or pseudonyms of the authors, as chosen by the authors and in compliance with their moral rights;
- their respective roles (lyricist, composer, arranger, adapter, translator, librettist);
- the publisher's head office, contact details and, where applicable, logo;
- the year of publication;
- the publisher's number.

The score is marketed after the delivery of a proof to the author, that the latter must approve by marking "passed for printing". In case of a lack of reply from the author within the time limit set out by the Single Song Publishing Agreement, the publisher may proceed with the marketing of the last proof sent by the author.

3.4- The work's permanent and sustained exploitation and commercial dissemination

Once the musical work's publication has been undertaken or obtained by the publisher, the latter is required, under article L132-12 of the French Intellectual Property Code, to ensure the permanent and sustained exploitation and commercial dissemination of the work in accordance with industry practices. The aim of this obligation is to ensure the public exposure of the work, to facilitate its promotion and to contribute to its recognition and generate royalties. It implies that the publisher shall retain a copy of the work or any other material constituting the musical work (sound recording, sheet music/scores, orchestral material etc.) throughout the term of the Single Song Publishing Agreement and can make them accessible to the author at his/her request.

Permanent and sustained exploitation and commercial dissemination imply, whatever the music genre:

- that the work is made available and then kept available to the public and professionals, and thus disseminated, for the entire term of the assignment of rights in a quality that is respectful of the work whatever the dissemination channel;
- that, at the same time, various methods of exploitation, which may vary depending on the nature of the work in order to optimise them, shall be implemented by the publisher or any third party authorised to do so.

Permanent and sustained exploitation and commercial dissemination shall not be deemed as ensured if the only exploitation made is the dissemination of the audiovisual work for which the musical work was specially created.

Whatever the genre of the work, on the fifth anniversary of the Single Song Publishing Agreement execution date and then every 5 (five) years subsequently, the author may ask the publisher for an examination of the means employed by the publisher to ensure the exploitation and commercial dissemination of the work, as well as the initiatives for their improvement or reorientation towards other modes of exploitation and dissemination or to other partners of the publisher. The latter cannot refuse such examination.

3.4.1. The permanent and sustained exploitation and commercial dissemination of works that do not come within the categories of library music or classical music

1°) The following means are used to ensure that the work is made available to the public and professionals, and commercially disseminated:

- its presentation in printed or digital catalogues available on-demand or on websites
- the making available of the work in graphic and/or audio form, on the Internet or in song-books, folios or in other compilations,
- the sale and marketing of the sheet music copies or mechanical copies (vinyl, CD, Karaoke, DVD) and of the lyric sheets at the publisher's head office, in its subsidiaries or in stores,
- its presentation within at least one database listing the commercially available works and, if any, on the publisher's website,
- the fulfilment of any order for the work as soon as practicable.

2°) Permanent and sustained exploitation is also ensured *inter alia* through:

- proposing the work to performers or orchestras or choirs,
- creating and disseminating, by any means, physical or digital playlists or promotional compilations including the work,
- seeking and encouraging the work's performance in concerts or on radio stations or television channels,
- seeking and obtaining the incorporation of the work in audiovisual works, advertising works or multimedia works,
- encouraging the creation of adaptations or arrangements or use as a sample,
- exporting the work abroad or granting sub-publishing rights,
- using the work in connection with merchandising,
- contributing to the financing of music videos, documentaries, biopics, tours or websites dedicated to the author of the work or its performers.

The permanent and sustained exploitation of the work is deemed to be ensured if the publisher can prove to have carried out, directly or through a duly authorised third party, at least three actions best suited to the nature of the work from among those listed above.

3.4.2. The permanent and sustained exploitation and commercial dissemination of library music works

The library music work is made available and then kept available to the public and its commercial dissemination is ensured if a sound recording of the work is:

- present on the publisher's website or on any other website presenting updated thematic catalogues based on music genres, which make the works available to the public and notably professionals in the audiovisual sector,
- embodied on physical media (CDs, vinyl records, hard disks, USB keys etc.) intended for potential users, distributors and sub-publishers.

The permanent and sustained exploitation of the work is deemed as ensured if, at the same time, all the following actions are carried out:

- producing or acquiring the sound recording of the work,
- fixing the work on a physical or digital medium,
- seeking and obtaining the reproduction of the work within audiovisual works, advertising works or multimedia works,
- creating and updating playlists including the work, intended for professionals in the audiovisual sector,
- exporting the work abroad or granting sub-publishing rights.

3.4.3. The permanent and sustained exploitation and commercial dissemination of classical music works

The work of classical music is made available and kept available to the public and its commercial dissemination is ensured through:

- its presentation in printed or digital catalogues available on request or on websites,
- the sale and marketing of the score at the publisher's head office, in its subsidiaries or in stores,
- the rental of the orchestral material of the work by the publisher or its representatives.

Permanent and sustained exploitation of the work of classical music is ensured *inter alia* through:

- proposing the work, based on its nature and the identity of the authors, to professionals in sectors involved in the performance and dissemination of music, and notably:
 - o conductors, music directors, choir masters or soloists,
 - o programmers, radio broadcasters or television broadcasters,
 - o festival directors or phonogram producers,
 - o music education institutions and academies or their teachers
 - o organisers of competitions.
- proposing the work, based on its nature and the identity of the authors, in audiovisual works, advertising works or multimedia works,
- exporting the work abroad by any means or granting sub-publishing rights.

3.5- Terms of remuneration

The Single Song Publishing Agreement sets out the author's terms of remuneration for the various forms of exploitation of the work. These provisions are of the essence of the Single Song Publishing Agreement.

The Single Song Publishing Agreement's provisions relating to the remuneration of the author with respect to the exploitation made or authorised by the publisher must enable the author to know explicitly and transparently:

- *the sharing of the revenues between the author and the publisher regarding the various modes of exploitation,*
- *the basis and methods of the computation of the royalties,*
- *where applicable, the existence of costs or commissions chargeable against the exploitation revenues and their justification.*

With the exception of the manufacture and sale of scores by the publisher, for which the computation basis of the remuneration is the retail price exclusive of tax, the remuneration of the author shall be calculated on all the monies collected by the publisher. Only mandatory tax and social security payments shall be deducted from the author's remuneration.

Save any specific provision, the monies owed shall be paid, whatever their total amount, after each rendering of accounts. The remuneration shall be paid no later than forty-five (45) days from the date on which the accounts are rendered, to authors who are resident for tax purposes in France.

Nevertheless, the Single Song Publishing Agreement may provide that the royalties owed to the author may be retained by the publisher for payment if the aggregate amount of the royalties account is less than € 50 or any other sum set in said agreement.

However, even if a practice or a contractual clause exists to this effect, the author may request at any time that, in future, the publisher pay his/her royalties before the aggregate amount reaches the abovementioned threshold.

The author shall refrain from accepting any arrangement or agreement a third party (for example a phonogram or audiovisual producer) entitling the latter to receive a portion of the publisher's share or assigning to such third party all or part of publisher's rights.

3.6- Rendering of Accounts

The conditions governing the rendering of accounts shall enable explicit and transparent reports to the author on the calculation of his/her remuneration.

To this end, the royalty accounts shall include all the necessary information for the author to check that his/her remuneration is based on all the revenues generated by the direct or indirect exploitation of his/her work.

Accounts shall be rendered twice a year, no later than 3 months after each half-year (first half-year, at the end of September; second half-year, at the end of March), with the exception of the publishing of classical music where accounts shall be rendered annually.

The obligation to render accounts is fulfilled when the publisher makes available to the author, unless the latter's express opposition, a secure space where the author can access his/her royalty accounts online in a downloadable and printable format for a period of at least one year.

Accounts rendered to the publishers domiciled in France shall be drawn up in French or shall include, at least, a full summary in French. Accounts shall be itemised by work, type of right and, if the remuneration rules vary, by territory.

The royalty accounts indicate:

- the first day and the last day of the collection period covered,
- the title of the work,
- the name of the author,
- the source of the remuneration and the type of exploitation that generated it,
- where applicable, the number of copies sold, free copies, destroyed copies or copies made unusable by accident or *force majeure*,
- the total amount,
- the amount payable to the author or the author's successors in title.

Where an exploitation generates an exceptional amount (for example, in the event of the use of a pre-existing work in an advertisement) provided that publisher has collected the corresponding remuneration, the author may request payment of his/her royalties without waiting for the half-yearly rendering of accounts.

The Single Song Publishing Agreement may set the exceptional remuneration threshold above which the publisher must notify the author without delay, provided that the latter has collected the corresponding remuneration.

If a work does not appear on a royalty statement this shall mean that such work has not generated any revenue over the period with respect to the rights managed directly by the music publisher.

To enable the author to know the exploitation status of all of his/her works, the author may request that, in future, the publisher communicate once a year the list of his/her works of which the publisher is the assignee and, if no work has generated any revenue, the overall account with a zero balance.

The Single Song Publishing Agreement states that, in the event of failure by the publisher to render the accounts, the author may request the publisher by registered letter with return receipt to render the accounts in the above-defined form within a 3 (three) months notice and if the accounts are still not rendered by this deadline the author may terminate this agreement under the conditions set out in section 5.1.

The Single Song Publishing Agreement also provides an automatic termination, under the conditions set out in section 5.2 of this Code, in the event of a repeated failure to render accounts spontaneously by the due date three times over a period of less than three years.

The Single Song Publishing Agreement includes an audit clause in respect of the publisher's accounts.

3.7- Term of the Single Song Publishing Agreement

The term of the Single Song Publishing Agreement shall be negotiated and mutually agreed on a one-to-one basis between the author and the publisher.

Throughout the term of the Single Song Publishing Agreement, the author shall inform the publisher without delay:

- of any change of contact details, including bank details;
- of any pseudonym adopted by the author and the name of any band to which the author belongs.

Throughout the term of the Single Song Publishing Agreement, the publisher shall inform the author of any changes of address, contact details and corporate name.

4- Disputes concerning the permanent and sustained exploitation and commercial dissemination of the work and resolution of disputes

At the end of a period of five years following the publication of the work and thereafter at most once every three years (five years for works of classical music) the author may call the agreement into question based on the procedure set out below:

- if the author considers that the publisher has not respected its obligations over that period to ensure the permanent and sustained exploitation and commercial dissemination of the work, in terms of the means employed;
- if the author considers that the amount of royalties the author has received over that same period with respect to the work subject of the agreement is insufficient, whether for the rights managed directly by the publisher or the rights under collective management.

4.1- the procedure

This procedure is intended mainly in the event of disagreement concerning the means employed to ensure the permanent and sustained exploitation and commercial dissemination of the work, but it can be used for the resolution of any other dispute arising during the term of the contract.

It applies to agreements in effect as at 1 July 2018. *To ensure that the parties are fully informed, such procedure must be mentioned in future contracts.*

The procedure is as follows:

1°) the author shall send the publisher a registered letter with return receipt containing the title(s) of the work(s) being the subject of the claim and giving the publisher a two-month notice to indicate the measures that the publisher will employ within six months following its reply to put in place the conditions for improving the permanent and sustained exploitation and commercial dissemination of the work;

2°) the publisher shall inform the author, by registered letter with return receipt of the measures that the publisher will employ to that end or shall inform the author that the publisher will refer the matter to the conciliation committee, in which case the publisher must do so within 30 days;

3°) if the publisher fails to reply within the two-month period, the author shall send the publisher a reminder letter by registered letter with return receipt giving the publisher a further 30- day period;

4°) If the publisher fails to reply within that period, or does not refer the matter to the conciliation committee, the agreement will be terminated automatically in accordance with the procedure set out in section 5.2;

5°) if, on being informed of the measures employed by the publisher, the author is satisfied, the procedure shall end;

6°) if, on being informed of the means employed by the publisher, the author is still not satisfied, the author may refer the matter to the conciliation committee, in which case the author shall inform the publisher accordingly by registered letter with return receipt.

If the author does not refer the matter to the conciliation committee within three months, the author is deemed to have decided not to refer the matter and the publisher shall not be required, during the same three-year period, to reply to other claims from the author having the same object.

If, on being duly notified that the author must appear before the conciliation committee, the author fails to do so without a valid excuse, the author shall be deemed to have abandoned the request for termination. *If, on being duly notified that the publisher must appear before the conciliation committee, the publisher fails to do so without a valid excuse, the Single Song Publishing Agreement shall be terminated automatically at the author's request, in accordance with the procedure set out in section 5.2.*

If the work, which is the subject of the dispute, is co-published, the author shall raise the matter with all the co-publishers who co-signed the Single Song Publishing Agreement.

If the work, which is the subject of the claim, is jointly written, the foregoing steps must be taken jointly, in accordance with the provisions of article L.113-3 of the French Intellectual Property Code.

4.2- the conciliation committee

The conciliation committee consists of 6 members, 3 of whom are appointed, depending on the work in question, from among the members of the boards of directors of this Code's signatory organisations representing publishers, on the one hand, and 3 of whom are appointed by this Code's signatory organisations representing authors, on the other hand.

The committee appoints the session chairperson.

The conciliation committee may examine any dispute concerning the application of Single Song Publishing Agreements, notably before referral to the courts, pursuant to articles 56 and 58 of the French Code of Civil Procedure.

Its secretariat is provided jointly by permanent employees of the signatory organisations who:

- register the referral and verify its validity,
- convene the committee,
- draw up the agenda,
- present the disputes to the committee, if necessary,
- propose, for joint signature by the parties, the minutes summarising the terms of their agreement or recording the failure of the conciliation and issue a copy to each party.

Attendance of the parties before the committee is mandatory.

With regard to the possibility for the parties to be accompanied or represented before the committee:

- a) The rule is that the author, on the one hand, and the legal representative of the publishing company that signed the agreement, which is the subject of the dispute, on the other hand, shall appear alone before the conciliation committee.
- b) Nevertheless, the author may be accompanied by a trusted person and the publisher may be represented by a corporate officer, subject, in both cases, to the express agreement of the other party to the name proposed.
- c) If one of the parties twice refuses a name proposed by the other party, the principle in point a) above shall apply.

The existence of the conciliation committee and the possibility for the author and for the publisher to refer the matter to it in the event of a dispute are mentioned in the Single Song Publishing Agreement.

5- Termination of the Single Song Publishing Agreement

The Single Song Publishing Agreement sets the conditions under which the agreement may be terminated in the event that one party or the other fails to meet its obligations.

In any event, termination of the signed Single Song Publishing Agreement shall trigger the termination of all the documents and agreements attached to the publishing of the work in question.

If the publisher and the author are members of a collective management organisation, the latter shall be sent copies of the letters exchanged pursuant to this Code. The collective management organisation shall be notified of the termination of the agreement at the end of the termination procedure, thus to enable the latter to amend its documentation with respect to the musical work which is the subject of the Single Song Publishing Agreement.

5.1- Automatic termination in the absence of rectification after a formal demand

5.1.1- Pursuant to the French Intellectual Property Code, the author may give notice to the publisher by registered letter with return receipt, requiring remedy within three months in the event of:

- failure to publish the work,
- failure to re-publish in case of total depletion.

If this formal notice remains without effect within the given time limit, the author may automatically terminate the agreement upon notification by registered letter with return receipt to the publisher, or, if several publishers are signatories to the agreement, to all the publishers involved.

5.1.2- *The Single Song Publishing Agreement states that the author may give notice to the publisher by registered letter with return receipt, requiring remedy within three months:*

- *in the event, referred to in section 3.3 of this Code, that the publisher fails to respect the minimum number of copies of the work to be made or the payment of the guaranteed minimum royalties or the time limits for publication set in the agreement;*
- *in the event, referred to in section 3.6 of this Code, that the publisher fails to render accounts by the due date.*

If this formal notice remains without effect within the given time limit, the author may automatically terminate the agreement upon notification by registered letter with return receipt to the publisher, or, if several publishers are signatories to the agreement, to all the publishers involved.

5.2- Automatic termination following non-rectifiable breaches

5.2.1- Pursuant to the French Intellectual Property Code, the author may request the automatic termination of the agreement:

- in the event of the complete destruction of the copies of the work,
- if the publisher is in court-ordered liquidation or has ceased trading for over three months.

The author may then automatically terminate the agreement upon notification by registered letter with return receipt to the publisher, or, if several publishers are signatories to the agreement, to all the publishers involved.

5.2.2- The Single Song Publishing Agreement states that the author may request the automatic termination of the agreement under the procedure set out in section 4.1 of this Code:

- *if the publisher has not replied within the given time limit to the registered letter with return receipt from the author requesting details of the measures that the publisher intends to employ to remedy the insufficient permanent and sustained exploitation and commercial dissemination of the work,*
- *if the publisher has not referred the matter to the conciliation committee within the prescribed time limit,*
- *if the publisher has not appeared before the conciliation committee.*

The author may then automatically terminate the Single Song Publishing Agreement upon notification by registered letter with return receipt to the publisher, or, if several publishers are signatories to the agreement, to all the publishers.

5.2.3. *The Single Song Publishing Agreement states that termination may be requested by the author if, three times over a period of less than three years, accounts have been rendered only after a formal notice sent by the author under the conditions set out in section 3.6 of this Code.*

The author may then automatically terminate the Single Song Publishing Agreement upon notification by registered letter with return receipt from the author to the publisher, or, if several publishers are signatories to the contract, to all the publishers involved.

6. Co-publishing contract

Co-publishing cannot be granted without the author's agreement. Pursuant to article L.132-6 of the French Intellectual Property Code, the publisher may not assign part of the rights that the publisher has acquired in the work to third parties without the author's agreement.

If a collective management organisation must distribute royalties directly to co-publishers, a joint notification form informs the author of the situation.

7- Sub-publishing contract

The publisher shall inform the author of any sub-publishing agreement the publisher has entered into and that the publisher may be used for the exploitation of the work.

Where the publisher has established sub-publishing contracts for its entire catalogue, the Single Song Publishing Agreement shall expressly mention such contracts and their possible impact on the remuneration paid to the author.

Throughout the term of the Single Song Publishing Agreement, the author may consult the sub-publishing agreement(s) concerning his/her work, provided that the request to do so is made at least one month in advance. This right of access shall be exercised:

- Personally, the author may not be represented or assisted in this connection;
- in the publisher's offices, during office hours, in the presence of a member of staff of the publisher, without it being possible to take or obtain copies.

8- Final and transitional provisions concerning the implementation of the provisions of this Code of Good Practices

Without prejudice to their early application through the free will of the parties, the good practices set out in this Code apply:

- to agreements concluded after the 1st of July 2018,
- with effect from the 1st of July 2018 to agreements running at that date, except for some of the provisions of this Code listed in the annex which must be explicitly mentioned in the agreements prior to their signature or which concern cases of automatic termination not provided for in the French Intellectual Property Code.

9. Undertaking of the parties concerning the effective implementation of this Code of Good Practices

The parties undertake:

- to ensure that the conciliation committee can meet with effect from the 1st of July 2018 at the latest,
- where they have drawn up model contracts or standard clauses, to bring them into line with all the good practices set out in this Code by the 1st of July 2018 at the latest.

10. Revision of this Code of Good Practices

The signatories agree that this Code of Good Practices shall apply for an indefinite period and agree to hold joint discussions every five years to ensure the joint revision of those provisions that prove to be unsuitable or obsolete as a result of changes in the music creation and music publishing sectors.

Signatories

Authors' professional organizations

Publishers' professional organizations

SNAC

CSDEM

UNAC

CEMF

UCMF

Annex: Provisions of the Code of Good Practices applicable only to agreements concluded after the 1st of July 2018

1- Those provisions of this Code of Good Practices, which have to be explicitly mentioned in the agreements between publishers and authors prior to their signature, can apply only to agreements concluded after the 1st of July 2018. This is the case of the following:

- The requirement that the Exclusive Songwriter Agreement mentions the prior information given to the author by the publisher concerning the consequences of signing such agreement (section 2, para. 2);
- The requirement that the Exclusive Songwriter Agreement sets out the conditions relating to the recoupment of recoupable advances (section 2, para. 5);
- The requirement that the Single Song Publishing Agreement sets out the ways of supporting the creation of the work and the manner in which advances shall be recouped or refunded (section 3.1, paras. 1 and 2);
- The requirement that the Single Song Publishing Agreement expressly mentions the transfer of the work's original medium property (section 3.2, para. 3);
- The prior information to be given by the author concerning the use of a pre-existing work in the work, the notification of the work or the author's membership in a collective management organisation (section 3.2, paras. 5 and 6);
- The requirement that the Single Song Publishing Agreement sets the time limits and forms of publication of the work (section 3.3, paras. 2, 4 and 5);
- The requirement that the Single Song Publishing Agreement sets the terms of the author's remuneration, the information to be communicated to the author on the subject (section 3.5, paras. 1 and 2) and the possibility of combining small amounts of royalties to make a single payment (section 3.5, para. 5);
- The requirement that the Single Song Publishing Agreement sets the threshold amount of remuneration above which the publisher must notify the author that it has collected such remuneration (section 3.6, para. 8);
- The audit clause to be provided for in the Single Song Publishing Agreement (section 3.6, last paragraph);
- The explicit reminder in the Single Song Publishing Agreement to ensure that the parties are properly informed of the existence of the dispute resolution procedure (section 4.1, para. 2) and, in particular, the existence of the conciliation committee (section 4.2, last paragraph);
- The requirement that the Single Song Publishing Agreements sets the conditions relating to the termination of such agreements in the event of breaches by either party (section 5, para. 1);
- The requirement that the Single Song Publishing Agreement mentions the sub-publishing agreements concluded by the publisher with respect to the publisher's entire catalogue (section 7, para. 2).

2- Similarly, only agreements concluded after the 1st of July 2018 can be subject to the application of the provisions concerning the cases of automatic termination not provided for in the French Intellectual Property Code, such as those in sections:

- 3.3 (paragraph 6),
- 3.6 (paragraphs 11 and 12),
- 4.1 (sub-paragraph 4) of paragraph 3),
- 4.1 (paragraph 5),
- 5.1.2, 5.2.2, 5.2.3